

**STATE OF INDIANA**

**INDIANA UTILITY REGULATORY COMMISSION**

**IN THE MATTER OF THE PETITION OF )  
AMERICAN SUBURBAN UTILITIES, INC FOR ) CAUSE NO. 45649-U  
A NEW SCHEDULE OF RATES AND CHARGES. )**

**PUBLIC'S EXHIBIT NO. 4**

**TESTIMONY OF JAMES T. PARKS**

**ON BEHALF OF**

**THE INDIANA OFFICE OF UTILITY CONSUMER COUNSELOR**

**April 11, 2022**

Respectfully submitted,

INDIANA OFFICE OF UTILITY CONSUMER COUNSELOR



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**CERTIFICATE OF SERVICE**

This is to certify that a copy of the *Public's Exhibit No. 4 – Testimony of James T. Parks on behalf of the OUCC* has been served upon the following in the captioned proceeding by electronic service on April 11, 2022.

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**TESTIMONY OF OUCC WITNESS JAMES T. PARKS**  
**CAUSE NO. 45649-U**  
**AMERICAN SUBURBAN UTILITIES, INC.**

1 **Q: Please state your name and business address.**

2 A: My name is James T. Parks, P.E., and my business address is 115 W. Washington  
3 Street, Suite 1500 South, Indianapolis, IN 46204.

4 **Q: By whom are you employed and in what capacity?**

5 A: I am employed by the Office of Utility Consumer Counselor ("OUCC") as a Senior  
6 Utility Analyst in the Wastewater/Wastewater Division. My qualifications and  
7 experience are described in Appendix A.

8 **Q: What relief does American Suburban Utilities, Inc. ("ASU") seek in this**  
9 **cause?**

10 A: American Suburban Utilities, Inc. ("ASU" or "Applicant") requests an across-the-  
11 board sewer rate increase of approximately 69% to generate \$2,854,542 in  
12 additional revenues to produce pro forma revenues of \$7,010,484. ASU asserts its  
13 actual test year net operating income would produce a return on current rate base  
14 below 1.5% and on a *pro forma* basis, less than 1%. ASU asks the Commission to  
15 find that its existing rates are unjust, unreasonable, insufficient, confiscatory and  
16 inadequate to provide a fair return on the fair value of Applicant's Utility Properties  
17 used and useful for sewer utility service.

18 The Commission's Final Order in Cause No. 44676-S1 authorized an  
19 \$18,120,624 original cost rate base as of September 30, 2020. This rate base  
20 included all the allowed costs for the pre-approved major projects, including Big 3  
21 Sewer, Klondike Road Sewer, and the CE-III wastewater treatment plant expansion

1 including phosphorus removal. It did not include any other changes to rate base  
2 during the March 31, 2015 through September 30, 2020 period.

3 ASU seeks a \$3,201,622 increase to the rate base authorized by the  
4 Commission in Cause No. 44676-S1 to produce a *pro forma* original cost rate base  
5 of \$21,322,246 as of December 31, 2020.<sup>1</sup> ASU requests \$1,372,592.08 for the  
6 Cumberland Road Sewer project. Other major capital additions include  
7 construction equipment purchased from FTDC and vehicles.

8 **Q: What is the purpose of your testimony?**

9 A: I testify that ASU should complete the 2015 Big 3 Sewer project (“Big 3”) by  
10 retiring and removing the Kimberley Estates lift station, removing the Big Oaks lift  
11 station, and completing the Record Drawings at no additional cost to ratepayers. I  
12 note the stated purpose for the Big 3 project was to remove a 2,400 LF deteriorated  
13 sewer and three 40-year-old lift stations that ASU testified were too old to fix, were  
14 maintenance issues, and would be too costly to replace. I testify the Big 3 wetland  
15 tree mitigation costs were already part of the Big 3 contract and should not be  
16 separately paid now by ASU.

17 I testify ASU must incur costs to relocate sewer assets along Morehouse  
18 Road due to a road project because it did not obtain permanent easements. I testify  
19 it appears ASU now plans to keep the Kimberley Estates lift station in service and  
20 replace its force main but recommend this be disallowed since the lowest life cycle  
21 cost option is to eliminate the lift station and route the wastewater via the Big 3

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<sup>1</sup> Calculated as ASU's requested pro forma rate base of \$21,322,246 as of December 31, 2020, minus the \$18,120,624 rate base as of September 30, 2020 (Cause No. 44676 S1)



1 Sewer to the County Home wastewater treatment plant (“WWTP”) as previously  
2 approved by the Commission in Cause No. 44272.

3 I testify ASU should be allowed to add to rate base the \$313,965.30 excess  
4 over the \$800,000 preapproved construction amount from Cause No. 44272 for the  
5 Cumberland Road sewer project completed in 2020. I recommend also including  
6 \$64,241.50 for engineering and easements minus ASUs’ correction for a \$850  
7 overpayment bringing the total rate base addition to \$1,177,356.80. I recommend  
8 disallowing \$190,797.78 including ASU’s \$100,000 Settlement payment to West  
9 Ridge Apartments, LLC, a \$70,000 change order for dewatering, and \$20,797.78  
10 for the purchase of 0.23 acres unrelated to the Cumberland Road project.

11 I testify that ASU is not complying with the Commission’s main extension  
12 rules when it extends sewers to serve new subdivisions. I present information and  
13 testimony about the high unsupported costs of an emergency sewer repair and  
14 recommend the Commission disallow this operating expense as it is neither  
15 supported nor shown to be a recurring expense. I testify that ASU failed to comply  
16 with the Commission’s specific direction from Cause No. 44676 to provide  
17 invoices that are broken out in sufficient detail to allow an auditor adequate  
18 information to verify the reasonableness of the project and the amounts paid.

19 **Q: What did you review to prepare your testimony?**

20 A: I attended a prefiling meeting with ASU and the Commission on November 17,  
21 2021. I reviewed ASU’s Small Utility application and Attachments dated  
22 November 30, 2021, ASU’s Amended Application and Attachments dated  
23 December 21, 2021, and ASU’s Supplemental Information for Addenda to

1 Application, dated December 22, 2021. I reviewed sections of the Final Orders from  
2 Cause No. 44272 (April 9, 2014), Cause No. 44676 (November 30, 2016), and  
3 Cause No. 44676 S1 (September 22, 2021). I participated in writing data requests  
4 and reviewing ASU's responses. I previously toured the Carriage Estates WWTP  
5 on September 18, 2015, December 4, 2019, March 5, 2020, and October 8, 2020.

### I. ASU'S WASTEWATER SYSTEM DESCRIPTION

6 **Q: Please describe ASU's operations and wastewater treatment plants**  
7 **("WWTP").**

8 A: According to its December 2021 billing records, ASU's 3,314 customers (6,654  
9 units) consist of 2,999 residential, 71 commercial metered, 235 multifamily  
10 apartment complexes (3,033 units), six multifamily mobile home parks (544 units),  
11 one service station, one hotel/motel/B&B, and five schools (5,099 students and  
12 staff).<sup>2</sup> ASU's service area is located primarily in unincorporated areas of Wabash  
13 Township in Tippecanoe County north and west of West Lafayette, Indiana. ASU  
14 owns and operates two wastewater treatment plants located at two separate sites -  
15 1) Carriage Estates WWTP ("Carriage Estates") and 2) County Home WWTP  
16 ("County Home").<sup>3</sup>

17 Carriage Estates, the largest of the two treatment plants, consists of the  
18 original CE-II plant (in service July 31, 2000) and the CE-III plant (in service  
19 September 30, 2020) that use continuous sequencing batch reactors ("CSBR")

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<sup>2</sup> Student and faculty count for the five schools are from November 2021.

<sup>3</sup> The Carriage Estates WWTP is permitted for an average daily flow of 3.0 million gallons per day ("MGD") and the County Home WWTP is permitted for 1.0 MGD.

1 followed by UV disinfection and post aeration with aerobic digestion sludge  
2 treatment. ASU's Affiliate, First Time Development Corporation ("FTDC")  
3 constructed both CE plants. The CE-II plant is no longer treating wastewater.<sup>4</sup> In  
4 2021, the CE-III plant treated an average daily flow of 1.872 MGD, or 90% of the  
5 total wastewater treated by ASU.<sup>5</sup> In 2021, the County Home WWTP ("County  
6 Home") treated 0.216 MGD (10% of the total flow). Historically, 94% of ASU's  
7 customers, as measured by connected housing units, discharged to the Carriage  
8 Estates' collection sewers. ASU's Big 3 Sewer ("Big 3") project completed in 2015,  
9 was to remove two lift stations pumping to Carriage Estates. Once in service,  
10 wastewater was to have instead flowed by gravity to County Home, lowering  
11 Carriage Estates' customer share to approximately 84%. However, the Kimberley  
12 Estates lift station remains active, and only limited flows have been diverted to  
13 County Home as shown by the Daily Activity Sheets.

14 The County Home WWTP also has two treatment facilities: County Home  
15 2 ("CH-2"), a 0.1 MGD extended aeration process constructed in 2000, and County  
16 Home 3 ("CH-3"), a 1.0 MGD sequencing batch reactor ("SBR") plant designed in  
17 2004 and constructed in 2006 in anticipation of customer growth. ASU's Affiliate,  
18 FTDC, constructed the CH-2 and CH-3 plants, but because sewage flows remained  
19 low ASU did not put the plant in service when it was constructed. In Cause No.

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<sup>4</sup> ASU's response to DR 8-37 indicated only the CE-III plant was operated in 2020.

<sup>5</sup> Carriage Estates effluent flow data from 2020 is unreliable due to software reprogramming on multiple occasions and repositioning of the ultrasonic level sensor that caused higher than actual flows to be recorded as well as recording flow when no discharge was occurring. See Public Exhibit No. 2, Cause No. 44676 S1 – 02/24/2021, pgs. 56-66.

1 44676, ASU reported it would convert the smaller 0.100 MGD CH-2 plant to sludge  
2 digesters in the future.<sup>6</sup> Except for aerating sludge at times, CH-3 remained empty  
3 for nearly 10 years until late 2015 when ASU placed it in service.<sup>7</sup>

4 **Q: Please describe ASU's collection system.**

5 A: ASU's collection system, located north and west of West Lafayette, Indiana, is a  
6 100% separate sanitary sewer system by design with no permitted sanitary sewer  
7 overflow ("SSO") points. ASU reports it has 64.2 miles of gravity sewers.<sup>8</sup> The  
8 sewers are primarily (91.2%) PVC pipe but also include 5.6 miles of vintage clay  
9 pipe from the 1960s. *See* Table 1. The collection system includes the duplex  
10 Willowbrook lift station and its 4,795 lineal feet ("LF") 10-inch PVC force main.<sup>9</sup>  
11 The Willowbrook lift station has a standby generator. ASU also reports the duplex  
12 Kimberley Estates lift station and its 3,625 LF force main along Morehouse Road  
13 are still active.<sup>10</sup> In 2015, ASU had five lift stations in operation.<sup>11</sup>

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<sup>6</sup> County Home Treatment Facility Description, NPDES Permit No. IN0038334. The County Home WWTP is a Class III, 1.0 MGD Sequencing Batch Reactor (SBR) treatment facility consisting of a comminutor, four (4) SBR tanks with fine bubble diffusion, ultraviolet light disinfection, a post aeration tank, and an effluent flow meter. Bio-solids are treated by aerobic digestion, and are land applied in accordance with Land Application Permit No. INLA000078.

<sup>7</sup> In a December 18, 2015 attachment to its November Monthly Report of Operations ("MRO"), ASU informed IDEM it began treating wastewater through the CH-3 WWTP on November 19, 2015.

<sup>8</sup> ASU's response to DR 8-15.

<sup>9</sup> Information on the Willowbrook lift station (535 gallon per minute ("gpm")) is from ASU's response to 45649-U DR 8-14 (*See* Attachment JTP-1) and ASU's Emergency Response Guide, effective January 1, 2015, submitted to IDEM under Agreed Order Case No. 2014-21924-W.

<sup>10</sup> *See* Attachment JTP-1 for ASU's response to DR 8-14. ASU noted the Kimberley Estates Lift Station was for "emergency back-up only." However, it continues to be in service pumping sewage to Carriage Estates.

<sup>11</sup> ASU's Emergency Response Guide, effective January 1, 2015, submitted to IDEM under Agreed Order Case No. 2014-21924-W. The five 2015 lift stations were Big Oaks (now abandoned and retired on Aug. 31, 2015 but remains in place), Copper Beech (now abandoned), Hawthorne Ridge (retired on Aug. 31, 2015 and removed), Kimberley Estates (currently active), and Willowbrook (currently active).

**Table 1 - Reported Sewer Diameters, Type and Length, Feet**

Sewer Size, Inches	2015 44676 DR 5-2 (all PVC)	2015 44676 DR 12-3 (PVC, clay & truss)	2022 DR 8-15 (clay pipe)	2022 DR 8-15 (PVC)	2022 DR 8-15 Total (clay & PVC)
6	1,289	1,289	0	1,289	1,289
8	151,010.5	176,092	14,779	176,072	190,851
10	33,105.5	37,535	2,435	29,195	31,630
12	26,798	24,042.	8,293	27,433	35,726
14	7,562.5	21,168	4,225	0	4,225
15	16,350.5	16,350.5	0	28,116	28,116
18	10,600.5	16,136	0	29,643	29,643
21	12,835	7,091	0	13,539	13,539
24	453	229	0	453	453
27	3,600	7,266	0	3,646	3,646
30	2,412.5	2,412.5	0	2,643	2,643
Total	266,017	309,611	29,732	309,386	339,118
Miles	50.4	58.6	5.6	58.6	64.2

## **II. KIMBERLEY ESTATES LIFT STATION SHOULD BE REMOVED**

1 **Q: Was removal of the Kimberley Estates lift station addressed in recent cases?**

2 A: Yes. In Cause No. 44272, ASU requested, and the Commission granted preapproval  
3 for the Big 3 Sewer project ("Big 3") to eliminate three lift stations including  
4 Kimberley Estates.<sup>12</sup>

5 **Q: Please describe the Kimberley Estates lift station.**

6 A: The Kimberley Estates lift station pumps wastewater from 456 single family

<sup>12</sup> The other two lift stations slated for removal under the Big 3 project were Big Oaks which ASU abandoned in 2015 but did not physically remove and Hawthorne Ridge which ASU removed in 2015.

1 residences in the older Hadley Moors and Kimberley Estates subdivisions to the  
2 gravity sewer system flowing southwest to Carriage Estates.<sup>13</sup> ASU reports the lift  
3 station, located on Morehouse Road in ASU's northern sewer territory, was  
4 installed in the 1960s. This duplex lift station does not have standby power.

5 **Q: Have there been operating problems with the lift station?**

6 A: Yes. In 2014 and 2015, ASU reported three sanitary sewer overflows ("SSOs")  
7 caused by a pump malfunction and power failures.<sup>14</sup> In 2021 the lift station  
8 experienced periods when only one of the two pumps operated which may be a sign  
9 of pump, electrical or control issues.<sup>15</sup>

10 **Q: Why did ASU propose eliminating the Kimberley Estates lift Station?**

11 A: In 2012 under Cause No. 44272, ASU's witness Beyer explained why ASU sought  
12 preapproval for the Big 3 Sewer project ("Big 3") as follows:

13 **Q30. Why is ASU proposing the improvements included in the Big 3 Sewer**  
14 **Project at this time?**

15 A30. The existing lift stations are too old to fix and are maintenance issues  
16 for ASU and the existing sewer is an old line in a similar condition  
17 to the existing line along Klondike Road. All are in need of  
18 replacement facilities. If the lift stations are not replaced by gravity  
19 sewer, in addition to replacing the lift stations, approximately 8,000  
20 feet of forcemain [sic] would require replacement including land  
21 acquisition costs so that it would be located in its own utility  
22 easement.<sup>16</sup> (Emphasis added by the OUCC)

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<sup>13</sup> ASU's response to DR 1-8, Cause No. 44272, 01/28/2013, listed 482 single family residential homes connected to the Kimberley Estates lift station from the following subdivisions: Big Oaks (26 homes), Hadley Moors (306 homes) and Kimberley Estates (150 homes). Wastewater from the 26 homes in the Big Oaks subdivision flows by gravity to the Big 3 Sewer and is conveyed to the County Home WWTP.

<sup>14</sup> ASU's response to DR 5-23, Cause No. 44676, 11/30/2015.

<sup>15</sup> ASU's responses to Cause No. 44676 S1 DR 17-3, 04/16/2021 and Cause No. 45649-U DR 2-7. Based on the OUCC's review of pump run times listed on ASU's 2021 Daily Activity Sheets, Pump No. 1 did not operate from March 2 to April 20 (51 days) and Pump No. 2 was not run from July 3 to August 31 (60 days).

<sup>16</sup> Beyer Case-in-chief Testimony, Cause No. 44272, - 12/19/2012, p. 10.

1 **Q: Did the OUCC agree ASU should construct the Big 3 project?**

2 A: No. OUCC witness Mr. Larry McIntosh recommended against preapproval. He  
3 stated that building it would transfer 150,000 gpd from Carriage Estates to County  
4 Home, which was unneeded given ASU's proposed Carriage Estates expansion. He  
5 testified the Big 3 project did not make economic sense to replace three lift stations  
6 with a gravity sewer because for the same \$387,800 annual rate base return on the  
7 Big 3 project, ASU could build a new lift station every year. He also testified there  
8 may have been less expensive alternatives. Finally, he disagreed with ASU's  
9 inflated cost estimate for the Big 3 project.<sup>17</sup>

10 **Q: Did ASU agree with the OUCC's position regarding flow removal and**  
11 **economic sense of the project?**

12 A: No. Mr. Beyer rebutted the OUCC's position that the Big 3 project was unneeded  
13 by referencing his Direct testimony and noting it was in ASU's Master Plan. He  
14 testified "First, flow removal from the Carriage Estates plant is not the purpose of  
15 the project" and "the purpose of the Big 3 is to replace lift stations."<sup>18</sup> (Emphasis  
16 added by the OUCC) In rebuttal testimony, Mr. Beyer stated that if the Big 3  
17 project was not done, ASU would have to spend \$2,482,450 replacing the three out  
18 of date lift stations, the three separate aged force mains (8,150 LF), and a  
19 deteriorated 2,400 LF gravity sewer along County Road North 50 West.<sup>19</sup> Finally,  
20 Mr. Beyer pointed out that "in addition to replacing the three lift stations and

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<sup>17</sup> Public's Exhibit No. 1, Cause No. 44272 – 03/19/2013, pgs. 23-24.

<sup>18</sup> Timothy A. Beyer Rebuttal Testimony, Cause No. 44272, 04/09/2013, pgs. R-14 to R-16.

<sup>19</sup> *Id.*, pgs. R-16 to R-17

1        forcemains, the Big 3 provides a means to service the adjoining land it passes  
2        through, a benefit that simple replacement of the three lift stations and forcemains  
3        does not accomplish. This makes the Big 3 the best long-term solution for replacing  
4        these existing lift stations.”<sup>20</sup> (Emphasis added by the OUCC)

5        **Q: Has ASU replaced the 2,400 LF deteriorated sewer along County Road North**  
6        **50 West mentioned above?**

7        A: No. The sewer along County Road North 50 West which serves the Shepherd Point  
8        subdivision remains in service.

9        **Q: Please summarize ASU's argument in Cause No. 44272 that the Big 3 Sewer**  
10       **project should be preapproved.**

11       A: In its case-in-chief, ASU requested preapproval to spend \$4,143,176 for a new  
12       gravity sewer so three lift stations could be removed to avoid spending \$2,482,450  
13       for replacing the same three lift stations, force mains and deteriorated gravity sewer.

14       **Q: Did ASU obtain a Construction Permit from IDEM for the Big 3 project and**  
15       **elimination of the three lift stations?**

16       A: Yes. IDEM issued Construction Permit No. 20894 in 2014.<sup>21</sup> In response to  
17       discovery, ASU reported that “the engineering plans and specifications submitted  
18       to IDEM for the Big Three Sewer Project by TBIRD Design Services Corporation  
19       was only for the gravity sewer line to replace the three (3) old lift stations and  
20       redirect the flow from two (2) of the lift stations from the Carriage Estates II  
21       W.W.T.P. to the County Home II W.W.T.P.”<sup>22</sup>

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<sup>20</sup> *Id.*, p. R-17.

<sup>21</sup> Construction Permit Approval No. 20892, for the Los Tres Grandes Sanitary Sewer, January 22, 2014, p. 2 of 5. “The proposed project shall consist of approximately 4,870 feet of 21-inch diameter PVC ASTM F697 sanitary sewer pipe and approximately 7,219 feet of 15-inch diameter PVC SDR26 (ASTM D3034) which will allow for the removal of three existing lift stations along the referenced project location.”

<sup>22</sup> ASU's response to Cause No. 44676 DR 16-4, 01/04/2016 regarding the Big 3 design for future customers.



1 **Q: Did the Commission preapprove the Big 3 project to eliminate the three lift**  
2 **stations?**

3 A: Yes. In Cause No. 44272, the Commission granted preapproval based on a  
4 Stipulation and Settlement Agreement between ASU and the OUCC agreeing that  
5 ASU's three requested sewer projects should be approved up to the stipulated  
6 amounts.<sup>23</sup> ASU's request of \$4,143,176 to construct 11,500 LF of new gravity  
7 sewers *and retire and remove three lift stations including the Kimberley Estates lift*  
8 *station* was decreased to \$2,100,000.

9 **Q: In 2015, what did ASU report about Big 3 progress?**

10 A: In Cause No. 44676, ASU's witness, Mr. Serowka, testified the Big 3 project was  
11 completed for \$3.5 million and placed in service in August 2015.<sup>24, 25</sup> He reported  
12 "it was completed to eliminate the lift stations that were too old to fix, to eliminate  
13 a sewer line that was in deteriorated condition, and to reroute flow from the existing  
14 Carriage Estates Plant to the County Home Wastewater Treatment Plant."<sup>26</sup>  
15 (Emphasis added by the OUCC) I summarize ASU's responses to 2015 discovery  
16 about lift station removals, in Table 2.

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<sup>23</sup> Final Order, Cause No. 44272 -04/09/2014 including Exhibit B, Stipulation and Settlement Agreement (the "Sewer Projects Stipulation"), 01/14/2014. The three sewer projects and their preapproved amounts included the Klondike Road Sewer (\$725,000), the Cumberland Road Sewer (\$800,000) and the Big 3 Sewer (\$2,100,000).

<sup>24</sup> Edward J. Serowka Case-in-Chief Testimony, Cause No. 44676 – 09/04/2015, p. 10. The \$3.5 million included ASU's request to recover \$1,080,448 in unsupported dewatering costs which was denied by the Commission and reduced to \$100,000.

<sup>25</sup> Final Order, Cause No. 44676 – 11/30/2016, pgs. 27–28. In its 2016 Final Order, the Commission reduced the Big 3 project's rate base addition. "Total inclusion in rate base should be limited to \$2,351,074 for the Big 3 Project, which includes the \$2,155 in capitalized expenses explained below. We also accept the plant retirements associated with this project of \$59,182 proposed by the OUCC and not disputed by Petitioner."

<sup>26</sup> *Id.*, page 8.

**Table 2 – 2015 Status of Lift Station Removals – Big 3 Sewer Project<sup>27</sup>**

Milestone	Hawthorne Ridge Lift Station	Big Oaks Lift Station	Kimberley Estates Lift Station
Big 3 in service	August 3, 2015		
Taken out of service	Sept. 4, 2015	Aug. 3, 2015	
Tied into Big 3 Sewer			Aug. 28, 2015
Flow to Big 3 Sewer	Sept. 4, 2015	Aug. 3, 2015	Nov. 16, 2015
Lift Station removed and site restored	Question was not asked – OUCC saw restored site.	No. Date for completion of removal and site restoration is yet to be determined.	
Current Status (2022)	Removed	Remains but not in service	Remains in service

1 **Q: What did ASU state about planning for the Big 3 project?**

2 A: In response to discovery, ASU stated “The parameters for the Big-3 Sewer Project  
3 were to remove three existing lift stations from service by providing a positive  
4 gravity sewer outlet.”<sup>28</sup> (Emphasis added by the OUCC) ASU also stated, “ASU’s  
5 policy is to eliminate lift stations when economically possible.”<sup>29</sup> In discovery, the  
6 OUCC asked ASU to explain the process and underlying cost assumptions it uses  
7 to determine what is “economically possible.” ASU responded (*see below*) with no  
8 details or cost assumptions.

<sup>27</sup> See Attachment JTP-2 for ASU’s responses about lift station removals and status, DR 4, Cause No. 44676, 11/24/2015.

<sup>28</sup> See Attachment JTP-3 for ASU’s responses to DR 4-39, DR 4-40 and 4-43, Cause No. 44676, 11/24/2015 and DR 11-39 and DR 11-40, Cause No. 44676, 12/14/2015.

<sup>29</sup> *Id.*

1           When ASU determines whether to replace a lift station with gravity  
2           sewers ASU takes into consideration many factors. Cost of operation i.e.  
3           electric power and maintenance are only a few of them. In addition ASU  
4           evaluates the risk of employees being called out at night to work on the  
5           lift station. ASU also takes into consideration customer complaints and  
6           interrupted service from power outages and mechanical breakdowns.  
7           ASU evaluates increased capacity to serve new areas not only adjacent to  
8           the lift station but the distance between lift stations and plants.

9       **Q: Can ASU conform to its stated policy to eliminate lift stations when**  
10       **economically possible for the Big 3 lift stations?**

11       A: Yes. ASU can easily meet its stated policy. It just needs to finish the work for which  
12       it has already been compensated. The Commission accepted ASU's Big 3 project  
13       and preapproved rate base additions that were premised on ASU's repeatedly  
14       stating it would remove three aged lift stations that were too old to fix and too costly  
15       to replace. By now, all three lift stations should be retired and physically removed.

16       **Q: Were lift station removals detailed on the plans for the Big 3 Sewer?**

17       A: Yes. Removal was listed as follows on Plan Sheet C102 in the design plans.<sup>30</sup>

- 18           1. "Big Oaks Lift Station and associated appurtenances to be removed as  
19           directed by American Suburban Utilities"  
20           2. "Existing forcemain to be removed during sewer construction."<sup>31</sup>  
21           3. "Big Oaks Lift Station and associated appurtenances to be removed as  
22           directed by American Suburban Utilities"  
23           4. "Existing Manhole / Wetwell to be removed, new outside drop structure  
24           (475) to be installed."<sup>32</sup>  
25           5. "Kimberley Estates Lift Station and associated appurtenances to be  
26           removed as directed by American Suburban Utilities"  
27           (Emphasis added by the OUCC)

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<sup>30</sup> ASU response to DR 11-11, Cause No. 44676, 12/04/2015.

<sup>31</sup> This note refers to the Big Oaks lift station force main.

<sup>32</sup> This note refers to the Kimberley Estates lift station wet well.

1 **Q: What cost did ASU include in the Big 3 Sewer project for lift station removal?**

2 A: Specific costs were not identified in either Mr. Beyer's Direct Testimony in Cause  
3 No. 44272 or in the Schedule of Values for First Time Development Corp.<sup>33, 34</sup>  
4 HWC Engineering listed lift station removal costs of approximately \$30,000.<sup>35</sup> For  
5 the Cumberland Sewer project, ASU stated the comparable Copper Beech lift  
6 station removal cost was \$53,675.<sup>36</sup>

7 **Q: Of the three lift stations, how many has ASU removed from the ground?**

8 A: ASU has only removed Hawthorne Ridge (*See* Table 2). Big Oaks remains in place  
9 (out of service and without pumps) but Kimberley Estates operates daily. Based on  
10 my cursory visual review of ASU's Daily Activity Sheets, the Kimberley Estates  
11 lift station continues in routine service, nearly ten years after ASU testified in late  
12 2012 that all three lift stations had to be replaced because they were too old to fix.<sup>37</sup>

13 **Q: What is the annual operating cost for the Kimberley Estates lift station?**

14 A: I estimate the 2021 annual operating costs at over \$15,500, which include \$9,500  
15 in annual labor for daily lift station checks and routine maintenance and \$4,300 for  
16 2021 purchased power costs.<sup>38</sup> The balance of operating costs is for parts, pulling  
17 and cleaning pumps and floats, electrical and controls work, and office labor to pay

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<sup>33</sup> Timothy A. Beyer Case-in-Chief Testimony, Exhibit TAB-3, Cause No. 44272 - 12/19/2012.

<sup>34</sup> FTDC Schedule of Values, ASU's response to DR 4-6 (b), Cause No. 44676 - 11/24/2015.

<sup>35</sup> Edward J. Serowka Case-in-Chief Testimony, Attachment EJS-3, Cause No. 44676 - 09/04/2015, pgs. 7-9.

<sup>36</sup> ASU's supplemental response to DR 12-5. *See* Attachment JTP-4

<sup>37</sup> ASU's responses to DR 5-9, DR 11-8, and DR 17-3, Cause No. 44676 S1 and DR 2-7, Cause No. 45649-U.

<sup>38</sup> ASU's 2020 General Ledger showed 2020 purchased power of \$4,177 for Tipmont REMC 32505 electric account for the Kimberley Estates lift station, 4250 Morehouse Rd, West Lafayette.

1 electric bills and parts invoices and to place parts orders.<sup>39</sup>

2 **Q: What would be the capital cost to *replace* the Kimberley Estates lift station?**

3 A: In its 2013 rebuttal under Cause No. 44272, ASU's witness Beyer estimated the  
4 replacement of both the Big Oaks and Kimberley Estates lift stations and force  
5 mains would cost \$1,506,250.<sup>40</sup> He presented the high-cost estimates to support  
6 Commission preapproval for the Big 3 Sewer that would retire three lift stations.

7 I estimated the 2023 cost to replace only the Kimberley Estates lift station  
8 and 153 LF of force main using Mr. Beyers 2013 cost estimate presented in Cause  
9 No. 44272 and updated to 2023 dollars. My estimated current cost to replace the  
10 Kimberley Estates lift station is approximately \$800,000. *See* Attachment JTP-5.

11 **Q: Were lift station removals included in the Big 3 project costs that were added**  
12 **to ASU's rate base under Cause No. 44676 in 2016?**

13 A: Yes. The Big 3 project funded the removal of all three lift stations. ASU did not  
14 provide any testimony contradicting the stated purpose of the Big Three Project  
15 was to eliminate three too old to fix lift stations. The Commission also directed  
16 ASU to record Utility Plant in Service ("UPIS") retirements of \$59,182 for the Big  
17 Oaks (\$2,112), Kimberley Estates (\$22,960) and Hawthorne Ridge (\$34,110) lift  
18 stations.<sup>41</sup> I understand these accounting retirements were made but in 2017, ASU  
19 reversed the Kimberley Estates retirement in this case by returning \$22,960 to rate  
20 base.<sup>42</sup>

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<sup>39</sup> *See* JTP-5 for details on annual operating costs and updated replacement costs based on ASU's 2013 replacement cost estimate for the Kimberley Estates lift station.

<sup>40</sup> Timothy A. Beyer Rebuttal Testimony, Exhibit TAB-R3, Cause No. 44272 – 04/09/2013.

<sup>41</sup> Public's Exhibit No. 1, Cause No. 44676 – 01/13/2016, p. 22.

<sup>42</sup> 2017 IURC Annual Report, page S-3(c).

1 **Q: Did ASU inform IDEM that it had removed the Kimberley Estates lift station**  
2 **from service?**

3 A: Yes. In its November 2015 Monthly Report of Operation (“MRO”) for the County  
4 Home plant, ASU reported “The Kimberly Lift Station was removed from service  
5 and approximately 150,000 GPD of sewage was diverted from the Carriage Estates  
6 II Plant to the County Home III Plant.”<sup>43</sup> (Emphasis added by the OUCC)

7 ASU also stated in its Emergency Response Guide that “Three (3) older lift  
8 stations do not have a standby generator” but that “These three (3) lift stations will  
9 be removed from service by the end of 2015.”<sup>44</sup>

10 **Q: Did ASU inform the IURC it was retaining the Kimberley Estates lift station?**

11 A: Through its 2015 IURC Annual Report, ASU noted “The Big 3 sewer project was  
12 originally designed to take out 3 existing lift stations. After completing the Big 3  
13 project we determined that it would be useful to leave the Kimberly Estates lift  
14 station in service so that flow could be diverted to CE WWTP if needed.”<sup>45</sup>  
15 (Emphasis added by the OUCC) ASU provided no information or analysis about  
16 the usefulness or cost of retaining this lift station. FTDC / ASU has so far also  
17 avoided incurring lift station demolition costs (Big Oaks and Kimberley Estates).

18 **Q: Is it accurate that Kimberley Estates lift station is used “only if needed?”**

19 A: No. Normal practice is exactly the opposite. Based on my review of ASU’s Daily  
20 Activity Sheets, ASU operates the Kimberley Estates lift station every day and

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<sup>43</sup> See Attachment JTP-6 for ASU’s December 18, 2015 note to IDEM regarding the Kimberley Estates lift station removal from service.

<sup>44</sup> Emergency Response Guide, Section 6. B. Facility Vulnerability Assessment and Improvements Identification for Collection System, page 6-B-1. ASU was required to develop and submitted the Emergency Response Guide to IDEM on December 16, 2014 due to Agreed Order Case No. 2014- 21924 -W:

<sup>45</sup> 2015 IURC Annual Report, page E-2 submitted to the IURC on May 3, 2016.

1 rarely routes flow to the Big 3 Sewer. One rare occasion that ASU directed sewage  
2 to County Home was during Carriage Estates' January 11, 2020 sanitary sewer  
3 overflow ("SSO").<sup>46</sup> To end the SSO, ASU reported it "Added a 2<sup>nd</sup> 6" pump and  
4 pulled plug at Kimberly which sent flow to CH3."<sup>47</sup>

5 **Q: What is your recommendation regarding the two remaining lift stations?**

6 A: Physical removal of both lift stations is long overdue. It was to have been done  
7 seven years ago in 2015 when the expenditure for the Big 3 project was approved.  
8 Continued operation of the Kimberley Estates lift station is "unnecessary and  
9 wasteful." I recommend the Commission direct ASU to finally retire the Kimberley  
10 Estates lift station from service and to physically remove the Big Oaks wet well  
11 and the Kimberley Estates lift station pumps, electrical system, controls, and wet  
12 well at no additional cost to ratepayers. Removal was included in IDEM  
13 Construction Permit No. 20894. Removal costs were included in the Big 3  
14 preapproval under Cause No. 44272 and were part of the Big 3 rate base additions  
15 in 2016 under Cause No. 44676. However, ASU and First Time Development never  
16 finished the removal work or prepared Record Drawings. Removal is needed today  
17 to prevent ratepayers from having to also pay in the future to replace the Kimberley  
18 Estates lift station and force main.<sup>48</sup>

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<sup>46</sup> ASU estimated the six-hour SSO at Carriage Estates spilled 45,000 gallons of raw sewage.

<sup>47</sup> See Attachment JTP-14, page 11 of 11 for the Bypass/Overflow Incident report submitted to IDEM, Public's Exhibit No. 2, Cause No. 44676 S1 – 02/24/2021.

<sup>48</sup> See Attachment JTP-5 for details on annual operating costs and updated replacement costs based on ASU's 2013 replacement cost estimate for the Kimberley Estates lift station.

1 **Q: How much is the Big 3 Sewer used?**

2 A: The Big 3 Sewer has low utilization because the majority of flow that was to flow  
3 through it is still pumped to Carriage Estates by the Kimberley Estates lift station.

4 **Q: How many new customers have connected to the Big 3 Sewer since it was put  
5 in service in August 2015?**

6 A: It appears ASU has added one new customer – The Whittaker Inn on West County  
7 Road 500 North near the County Home WWTP.

8 **Q: How much gravity flow (no pumping needed) did ASU estimate would be  
9 conveyed to County Home by the Big 3 project?**

10 A: In 2015, Mr. Serowka testified there had been an immediate benefit from placing  
11 the Big 3 Sewer in service because “ASU will now be able to divert 150,000 gallons  
12 per day of flow from the Carriage Estates Plant to the County Home Plant.”<sup>49, 50</sup> In  
13 discovery, ASU also stated that reducing flow to Carriage Estates and adding this  
14 flow to County Home would have minimal impact on either plant. ASU noted  
15 County Home’s available capacity was 900,000 gallons/day and therefore the  
16 additional flow routed to County Home via the Big 3 sewer was acceptable.<sup>51</sup>

17 **Q: What is the capacity of the Big 3 Sewer?**

18 A: In response to Cause No. 44676 discovery, ASU’s engineer Mr. Serowka calculated  
19 the capacities in million gallons per day (MGD) for the Big 3 Sewer’s 15-inch and  
20 21-inch segments at 2.0 MGD and 3.8 MGD respectively.<sup>52</sup>

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<sup>49</sup> Edward J. Serowka Case-in-Chief Testimony, Cause No. 44676 - 09/04/2015 p. 13.

<sup>50</sup> ASU’s response to DR 1-8, Cause No. 44272 – 01/28/2013. ASU had previously estimated the Big 3 Sewer project could divert 150,000 gpd from Carriage Estates to County Home calculated as 482 single family homes times 310 gallons per day per home.

<sup>51</sup> *Id.*

<sup>52</sup> ASU’s response to DR 11-38 about the Big 3 Sewer design capacity, Cause No. 44676 – 12/04/2015.



1 **Q: What is the current flow conveyed to County Home via the Big 3 Sewer?**

2 A: I estimate current sanitary flows through the 15-inch and 21-inch segments are  
3 below 20,000 gpd and 30,000 gpd respectively which are 1% or lower of the Big 3  
4 Sewer's carrying capacities.<sup>53</sup> This confirms the Big 3 Sewer has low utilization  
5 and could accept all sewage from the Hadley Moors and Kimberley Estates  
6 subdivisions as intended.

**III. RELOCATION OF ASU SEWER ASSETS DUE TO THE  
MOREHOUSE ROAD RECONSTRUCTION PROJECT**

7 **Q: Why are you discussing the Morehouse Road Reconstruction project?**

8 A: This road project affects ASU's sewers and Kimberley Estates lift station and force  
9 main because they conflict with the road project scheduled for construction in 2024  
10 and 2025. ASU may be relocating the force main even though both the lift station  
11 and force main were to have been retired in 2015 as part of the Big 3 Sewer project.

12 **Q: Please describe the Morehouse Road Reconstruction project.**

13 A: This INDOT project will reconstruct Morehouse Road with roundabouts, center  
14 turn lane, curbs, and stormwater inlets and storm sewers.<sup>54</sup> ASU's collection system  
15 assets along the road conflict with the road improvements and ASU must relocate  
16 its assets that will remain in service. These assets include the gravity sanitary sewer  
17 from the Kimberley Estates subdivision flowing north to the Kimberley Estates lift

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<sup>53</sup> Calculated as 59 homes (Big Oaks and Lake Villa subdivisions plus homes along Morehouse Road) times 310 gpd per home equals 18,290 gpd, rounded up to 20,000 gpd for the 15-inch segment. For the 21-inch segment, add 24 homes from the Hawthorne Ridge subdivision times 310 gpd plus the Whittaker Inn flows equals less than 30,000 gpd.

<sup>54</sup> According to Mike Spencer with the Tippecanoe County Highway Department, this INDOT funded project widens Morehouse Rd. from a two-lane rural to a three-lane urban roadway. Phase 1 US 52 Bid letting is November 2023 with 2024 construction. Phase 2 Bid letting is November 2024 with 2025 construction.

1 station, a 3,625 LF 10" force main (various reported pipe diameters and pipe types)  
2 from the lift station south along the west side of Morehouse Road to a manhole at  
3 Country Squire Ct. (south entrance), the gravity sewer serving the Soleado Vista  
4 subdivision, and gravity sewers in the vicinity of US 52.<sup>55</sup> Because ASU's sanitary  
5 sewers and lift station force main are located within the right-of-way instead of in  
6 permanent easements ASU ratepayers will have to fund the relocation costs.

7 **Q: How did the OUCC learn about the Morehouse Road project?**

8 A: ASU did not provide any information about this project in its Small U filing. In  
9 response to OUCC discovery about 2020 engineering expenses, ASU included a  
10 \$10,953 one-page invoice from Vester and Associates, Inc. for design and  
11 construction staking of the Morehouse Road Sanitary Sewer Relocation project.<sup>56</sup>  
12 I contacted the Tippecanoe County Highway Department ("TCHD") regarding the  
13 project, schedule, and ASU's sewer relocation plans. Since they are public  
14 documents, TCHD provided a Review Set of the Construction Plans (for right-of-  
15 way purposes) prepared by ASU's consultant TBird Design Services Corp..<sup>57</sup>

16 **Q: What is ASU proposing for its sewer assets along Morehouse Road?**

17 A: Based on my review of the Construction Plans, ASU has designed new 10-inch  
18 diameter PVC gravity sewers located east of and outside the road project limits in  
19 new permanent easements.<sup>58</sup> Instead of its current flow north (where it ties into the

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<sup>55</sup> The routing of the gravity sewers serving the Soleado Vista subdivision is unknown. These sewers were not shown on the right-of-way plans provided to the OUCC

<sup>56</sup> Attachment DR 1-12, p. 45 of 51 provided in ASU's response to DR 1-12.

<sup>57</sup> ASU provided the same drawings in response to DR 12-4 (b) that the OUCC received from the TCHD.

<sup>58</sup> Construction Plans for the Morehouse Road Sanitary Sewer project, TBird Design Services Corporation, November 15, 2021 (17 sheets).

1 Big 3 Sewer through the Kimberley Estates lift station), ASU's proposed new  
2 gravity sewer from Kimberley Estates subdivision flows south and connects to the  
3 Soleado Vista subdivision gravity sewer that flows west across Morehouse Road.  
4 This proposed change, if allowed to proceed, will require pumping to Carriage  
5 Estates from 456 homes in the Hadley Moors and Kimberley Estates subdivisions  
6 that should flow by gravity via the Big 3 Sewer to County Home.<sup>59</sup>

7 It appears ASU intends to keep the existing Kimberley Estates lift station in  
8 service. The TBird plans do not call out a replacement lift station but do show a  
9 new 153 LF 6-inch force main south from the existing Kimberley Estates lift station  
10 to a new manhole on the east side of Morehouse Road. This new force main  
11 confirms ASU intends to keep the Kimberley Estates lift station in service which  
12 eventually requires capital investment to either rehabilitate or replace the lift  
13 station. ASU's proposed lift station plan directly contradicts its previous testimony  
14 in 2012, 2013 and 2015 that the lift station was "too old to fix", a maintenance  
15 issue, and costly to replace.

16 **Q: Does this plan to keep Kimberley Estates conform with the service areas ASU**  
17 **delineated for the County Home and Carriage Estates treatment plants?**

18 **A:** No. In response to previous discovery, ASU provided maps showing the service  
19 areas for each treatment plant before and after the Big 3 Sewer project completion.  
20 Both the Hadley Moors and Kimberley Estates subdivision are part of the County  
21 Home service area.<sup>60</sup> There are to be no lift stations in the County Home service

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<sup>59</sup> The new sewer is also proposed to be installed five to ten feet deeper south of Mason Dixon Drive.

<sup>60</sup> See Attachment JTP-7 for ASU's responses to DR 17-2 and DR 17-3, Cause No. 44676, 02/17/2016.

1 area and only one lift station (Willowbrook) in the Carriage Estates service area.

2 **Q: Do you agree with ASU's intent to keep the Kimberley Estates lift station in**  
3 **service and to redirect flows south and away from the Big 3 Sewer and County**  
4 **Home WWTP?**

5 A: No. It is not prudent or reasonable to incur additional capital costs beyond those  
6 already incurred for the Big 3 Sewer just to preserve ASU's now preferred way to  
7 route Hadley Moors and Kimberley Estates subdivisions sewage to Carriage  
8 Estates. ASU rebutted the OUCC's testimony in Cause No. 44272 that there were  
9 lower cost alternatives to building the Big 3 project such as consolidating the Big  
10 Oaks and Kimberley Estates lift stations.<sup>61</sup> The OUCC's consolidation idea would  
11 have minimized replacement costs and reduced at least two-thirds of the Big 3  
12 Sewer length and cost.<sup>62</sup> Ratepayers funded the Big 3 Sewer and lift station  
13 removals in 2016 and these subdivisions' sewage should flow to County Home.  
14 Ratepayers will be adversely affected if ASU continues incurring unnecessary and  
15 wasteful lift station O&M costs. These costs can be and should be immediately  
16 eliminated by retiring the Kimberley Estates lift station. Furthermore, according to  
17 ASU's testimony in Cause Nos. 44272 and 44676, if the Big 3 Sewer would have  
18 been disallowed, ASU would have had to replace the Kimberley Estates lift station  
19 at considerable cost.

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<sup>61</sup> Public's Exhibit No. 1, Cause No. 44272 – 03/09/2013, pgs. 22-24.

<sup>62</sup> Eliminating the portion of the Big 3 Sewer from the Kimberley Estates lift station at Survey Station 115+69.81 (San-1) (Manhole 475) to the tie in point with the Hawthorne Ridge sewer at Survey Station 34+23.77 (SAN-1) (Manhole 345) would have eliminated 8,416 LF of 12,093 total LF or 67% of the project length. The sewer length that could have been eliminated is calculated as 11,569.81 minus 3,423.77 equals 8,146.04 feet.

1 **Q: What are the options for conveying and treating flows from the Hadley Moors**  
2 **and Kimberley Estates subdivisions?**

3 A: There are two options:

4 1. Gravity flow through the Big 3 Sewer to County Home WWTP Convey sewage by  
5 gravity (no pumping) via the Big 3 Sewer to County Home as designed. This was  
6 the preapproved and IDEM permitted option that was placed in service in 2015.

7 2. Kimberley Estates lift station pumping to Carriage Estates WWTP Convey the  
8 sewage by pumping through Kimberley Estates lift station to Carriage Estates. ASU  
9 testified in Cause Nos. 44272 and 44676 that the lift station was too old to fix, a  
10 maintenance issue, and costly to replace. This option requires annual O&M  
11 expenses and another capital project to replace the Kimberley Estates lift station.

12 None of these costs exist with Option 1.

13 **Q: What is the lowest cost option for conveying sewage from these subdivisions to**  
14 **a treatment plant?**

15 A: Option 1 is the lowest cost option since there are no operating and maintenance  
16 ("O&M") costs (only periodic sewer cleaning / inspections) and it avoids replacing  
17 the Kimberley Estates lift station. There is no pump maintenance, purchased power,  
18 parts and operating labor to check and maintain the lift station. It relies only on  
19 gravity flows via the newest and shortest direct route to treatment. It eliminates  
20 future SSOs caused by lift station power failures and pump malfunctions.

21 I prepared a 30-year Life Cycle Cost Analysis ("LCCA") comparing the  
22 two options. Option 1's present value was zero. Option 2's present value was \$1.1

1 million.<sup>63</sup> This confirms my earlier recommendation that the Commission order  
2 ASU to finish the Big 3 project by finally retiring the Kimberley Estates lift station  
3 and physically removing both the Big Oaks and Kimberley Estates in favor of the  
4 lowest cost and best option of gravity flow via the Big 3 Sewer to County Home.

5 **Q: What is your recommendation regarding ASU's preliminary relocation plans**  
6 **for sewer assets along Morehouse Road?**

7 A: I recommend ASU drop plans to continue operating the Kimberley Estates lift  
8 station and install a replacement force main. I also recommend that the relocated  
9 sewer for Kimberley Estates subdivision and possibly the Soleado subdivision be  
10 routed north to the Big 3 Sewer for conveyance to and treatment at County Home.

#### IV. NEED FOR BIG 3 SEWER RECORD DRAWINGS

11 **Q: Has ASU prepared Record Drawings for the Big 3 Sewer project?**

12 A: No. ASU has not documented construction changes. In 2015 discovery, ASU stated  
13 the Record Drawings ("As-Builts") were not yet prepared but would be created in  
14 2016.<sup>64</sup> The OUCC followed up to determine whether ASU completed the Big 3  
15 Record Drawings. In discovery, ASU provided a set of 17 scanned design drawings,  
16 dated March 13, 2014, that it purports are the Big 3 Record Drawings.<sup>65</sup> They are  
17 not. The Title Sheet indicates there should be 30 drawings. There is no label

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<sup>63</sup> See Attachment JTP-5 for details on annual operating costs, replacement costs based on ASU's 2013 replacement estimate for the Kimberley Estates lift station (updated for 2022 dollars), and a Life Cycle Cost Analysis comparing Options 1 and 2. For purposes of the LCCA, the difference in sewer maintenance costs and treatment costs between the Options was assumed to be negligible.

<sup>64</sup> ASU's responses to DR 11-17 to DR 11-20 regarding Big 3 Sewer project Record Drawings, Cause No. 44676 – 11/24/2015.

<sup>65</sup> ASU's response to DR 8-7, 03/11/2022. The 17 scanned drawings show torn paper edges and may be some of the drawings used in the field during construction.

1 marking these as “Record Drawings” or “As-Builts”, no date when the drawings  
2 were certified, and no engineer’s stamp. Clearly, a set of drawings dated March 13,  
3 2014 do not reflect a project that wasn’t completed until 2015.

4 ASU’s purported Record Drawings do not have any notations of actual  
5 surveyed manhole locations, pipe lengths, invert elevations, or rim elevations.<sup>66</sup> All  
6 sewer segment and manhole information on both the purported Record Drawings  
7 and design drawings matches exactly. Not one variation. It is extremely unlikely a  
8 design would match exactly to actual construction. In contrast, Record Drawings  
9 for the Klondike Road Sanitary Sewer project were dated, stamped by an engineer,  
10 and certified as “As-Built” drawings. They also listed corrections to nearly every  
11 pipe length and elevation.<sup>67</sup> One known missing major change for the Big 3  
12 drawings is ASU’s lowering of the sewer (SAN-2) from the former Hawthorne  
13 Ridge lift station site to connecting Big 3 Manhole No. 345. ASU reported it  
14 lowered this sewer 2 feet, yet the drawings do not reflect this change as the sewer  
15 shown as constructed exactly matches the sewer as originally designed.<sup>68</sup>

16 The OUCC has previously testified about ASU’s failure to prepare Record  
17 Drawings for its projects including the Carriage Estates expansions (Cause No.

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<sup>66</sup> There is a handwritten note at MH 440 which reads: “1 PIPE OUT 7-MAY-15.”

<sup>67</sup> ASU’s response to DR 8-8, 03/11/2022 providing the Klondike Road Sanitary Sewer Project Record Drawings, dated January 12, 2017. Final Completion was not until August 24, 2017. Record Drawings are made after all work is completed and the project has reached Final Completion. Typically, prior to submitting request for final payment, the Contractor is required to submit the final Project Record Documents to the Engineer and secure his approval.

<sup>68</sup> ASU’s responses to DR 11-19, Cause No. 44676 – 12/14/2015 asking if FTDC made field changes during construction that altered the Big-3 Sewer as designed by TBIRD and approved by IDEM in 2014 under Permit Approval No. 20892.

1 44676 S1) and the Howard County Utilities WWTP (Cause No. 45360).

2 **Q: What is your recommendation regarding Big 3 Record Drawings?**

3 A: I recommend the Commission order ASU to hire an independent third-party  
4 engineer / surveyor at no additional cost to ratepayers to produce accurate Record  
5 Drawings because ASU has been unwilling or unable to do so, either by ignoring  
6 project standards to document changes as they occurred because of ineffective  
7 project management or simply for ASU to reduce project costs. Lack of Record  
8 Drawings may indicate the constructed sewer does not meet the designed plan and  
9 profile (slopes / invert elevations). Inaccurate Record Drawings hinders hydraulic  
10 analysis of the sewer. I recommend the cost to finally complete the Record  
11 Drawings be borne by ASU and not ratepayers. Record Drawings are important for  
12 asset management. The best time to complete them is now. They are long overdue.  
13 The field mark-ups of the design drawings should have been procured by ASU from  
14 its affiliate to document what FTDC constructed. Mr. Lods, as sole owner of both  
15 ASU and FTDC, is in the best position for Record Drawings preparation as he or  
16 staff under his direct supervision should have all design drawings, permits, material  
17 invoices, shop drawings, and knowledge about field changes.

#### V. TREE MITIGATION FOR THE BIG 3 SEWER PROJECT

18 **Q: ASU paid two invoices to Williams Creek Management Corporation during**  
19 **the 2020 test year. What services were provided?**

20 A: It appears the work was for wetland and forested floodway tree mitigation for the  
21 Big 3 Sewer project which included phased maintenance, preservation, monitoring



1 and reporting of previous tree/shrub plantings.<sup>69</sup>

2 **Q: Please describe the Big 3 Sewer's tree mitigation work.**

3 A: ASU chose to build the Big 3 Sewer in the floodway and floodplain of the Hadley  
4 Lake Legal Drain, Cole Ditch, and an unnamed tributary of Cole Ditch. Due to site  
5 clearing and construction that disturbed wetlands and the floodway by removing  
6 trees and vegetation, ASU prepared and implemented a restoration plan.<sup>70</sup>

7 **Q: Did ASU discuss wetlands restoration in the Cause No. 44272 preapproval case  
8 or the Cause No. 44676 rate case?**

9 A: No. ASU did not discuss wetlands in its case-in-chief or rebuttal testimonies.

10 **Q: Was wetland restoration part of the Big 3 Sewer project construction?**

11 A: Yes. The restoration work was called out on the design drawings.<sup>71</sup>

12 **Q: What cost did ASU include in the Big 3 Sewer project for tree mitigation?**

13 A: Specific costs were not identified in either Mr. Beyer's testimony in Cause No.  
14 44272 or in the Schedule of Values for First Time Development Corp.<sup>72, 73</sup> HWC  
15 Engineering included \$120,000 restoration work and wetland planting composed  
16 of Seeding, Blanket and Restoration (undistributed) at \$100,000) and a wetland

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<sup>69</sup> <https://www.williamscreekmgt.com/our-history/> From its website, Williams Creek states it specializes in natural resource construction management services and consultation including installation, construction management, and preservation.

<sup>70</sup> ASU received a US Army Corps of Engineers Section 404 Permit (Nationwide Permit #12 – Utility Line Crossings) on Nov. 13, 2013, and an Indiana Department of Natural Resources Construction in a Floodway Permit on Feb. 17, 2014.

<sup>71</sup> ASU response to DR 11-11, Cause No. 44676 – 12/14/2015. Design drawings for Los Tres Grandes Sewer (i.e., Big 3) project, dated Dec. 19, 2013 included the following note to the Contractor: “For planting requirements within wetland and floodway areas refer to Restoration Plan by AquaTerra Consulting, Inc.”

<sup>72</sup> Timothy A. Beyer Case-in-Chief Testimony and Exhibit TAB-3, Cause No. 44272 – 12/19/2012

<sup>73</sup> ASU's response to DR 4-6 (b), Cause No. 44676 - 11/24/2015. First Time Development Corp. Schedule of Values for the Big 3 Sewer project

1 planting at \$20,000.<sup>74</sup>

2 **Q: What is your recommendation regarding the Williams Creek invoices?**

3 A: I recommend disallowing ASU's inclusion as a recurring operating expense the  
4 Williams Creek invoices totaling \$9,560. Because these charges are not for  
5 engineering on the Big 3 project but rather were for construction that falls under  
6 the Big 3 Contractor's (FTDC) obligations (tree plantings, site restoration, and  
7 maintenance and monitoring of the plantings), these expenses should be considered  
8 a capital expense and in Cause No. 44676, the Commission has already allowed  
9 inclusion of \$2,351,074 in rate base for the Big 3 Project.<sup>75</sup>

#### VI. PREAPPROVED CUMBERLAND ROAD PROJECT<sup>76</sup>

10 **Q: Please describe ASU's Cumberland Road Project.**

11 A: In Cause No. 44272 (2012), ASU sought \$1,969,311 in preapproval for the  
12 Cumberland Road project.<sup>77</sup> ASU proposed eliminating its temporary Copper  
13 Beech lift station (believed by the OUCC to have been installed in the 2000s) and

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<sup>74</sup> Edward J. Serowka Case-in-Chief Testimony, Attachment EJS-3, Cause No. 44676 – 09/04/2015, pgs. 7-9. Seeding, Blanket and Restoration was Contract Item No. 26. Wetland Planting was Contract Item No. 27.

<sup>75</sup> Final Order, Cause No. 44676 – 11/30/2016, p. 28. The \$2,351,074 rate base addition included construction (\$2,100,000 preapproved amount), reasonable dewatering costs (\$100,000), easement acquisition costs (\$148,918), and \$2,115 in capitalized expenses.

<sup>76</sup> The project should have been identified as the Cumberland *Avenue* project.

<sup>77</sup> Timothy A. Beyer Case-in-Chief Testimony including Exhibit TAB-2, Cause No. 44272 – 12/19/2012 pgs. 6-9. ASU proposed a new 5,027 LF gravity sewer consisting of 1,883 LF of 15-inch and 3,144 LF 18-inch PVC gravity sewers that would discharge to the 18-inch interceptor sewer at Klondike Road. The project included 14 manholes.

1 force main constructed in 2011.<sup>78</sup> ASU stated the project was needed due to  
2 capacity issues in the downstream 12-inch sewer where the force main  
3 discharged.<sup>79</sup> The OUCC opposed it as unneeded at the time, proposed two  
4 alternatives with possible lower costs and recommended ASU prepare a Sewer  
5 Master Plan.<sup>80</sup>

6 Based on ASU's Stipulation and Settlement Agreement ("Sewer Projects  
7 Stipulation") with the OUCC, the Commission preapproved the Cumberland Road  
8 project in 2014 for up to \$800,000 for construction only (inclusive of AFUDC).<sup>81</sup>  
9 Rate base inclusion for dewatering, easement acquisition and engineering costs in  
10 future rate cases would be addressed as other rate base additions that have not been  
11 preapproved.<sup>82</sup> The Commission also ordered ASU to notify the Commission and  
12 the OUCC of the actual cost of each completed improvements once they were in  
13 service.<sup>83</sup> ASU planned to begin construction in late 2014 following the Klondike  
14 Road project completion construction expected to take 9-12 months to complete.<sup>84</sup>

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<sup>78</sup> ASU constructed the 5,800 LF 12-inch force main from the temporary Copper Beech lift station (previously named the McCormick Road Lift Station ("MRLS")) during a sanitary sewer relocation caused by INDOT's U.S. 231 Bypass project in 2011. ASU did not list the Copper Beech lift station and force main project on its Annual IURC Reports. Design plans by TBird Design Services Corp. for the Sanitary Sewer Relocation are dated November 3, 2010.

<sup>79</sup> Timothy A. Beyer Case-in-Chief Testimony, Cause No. 44272 – 12/19/2012, pgs. 11-12.

<sup>80</sup> Public's Exhibit No. 1, Cause No. 44272 – 03/19/2013, pgs. 20-22.

<sup>81</sup> Final Order, Cause No. 44272 – 04/09/2014, p. 15 and Exhibit B – Stipulation and Settlement Agreement ("Sewer Projects Stipulation") - 01/14/2014, pgs. 2-3

<sup>82</sup> Final Order, Cause No. 44272 – 04/09/2014, p. 15

<sup>83</sup> *Id.*, p. 16

<sup>84</sup> *Id.*, p. 12

1 **Q: When did ASU complete the Cumberland Road project?**

2 A: ASU reported Substantial Completion occurred November 13, 2020, and Final  
3 Completion was November 19, 2020.<sup>85</sup> Completion occurred five years after the  
4 2015 anticipated completion date.

5 **Q: Why was construction delayed?**

6 A: In its Small U filing, ASU did not discuss the Cumberland Road project or its five-  
7 year delay. In response to previous discovery in Cause No. 44676 asking why ASU  
8 constructed the Big 3 Sewer out of sequence with the other two sewer projects,  
9 ASU noted the following about the Cumberland Road project.

10 The developer who was planning to connect to the Cumberland Sewer  
11 Line decided not to move forward on his development and as a result,  
12 this sewer project was delayed to an unknown future date.<sup>86</sup>

13 **Q: Which development was to be served by the Cumberland Road Sewer?**

14 A: ASU did not identify the development. Based on ASU's response to DR 17-1 in  
15 Cause No. 44676, it appears that the Cumberland Road project should have been  
16 considered a main extension. Instead in Cause No. 44272. ASU asserted the new  
17 sewer was needed to eliminate a lift station and resolve a downstream capacity issue  
18 caused by the temporary Copper Beech lift station and force main.

19 **Q: Did ASU notify the IURC and the OUCC of the Cumberland Road project's**  
20 **actual costs and that it was in service, as required by the Final Order in Cause**  
21 **No. 44272?**

22 A: No.

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<sup>85</sup> ASU's response to DR 8-9. Substantial Completion is when a project is essentially complete and can be turned over to the owner for beneficial use for its intended purpose. Only minor "punch list" items remain to be completed. Final Completion is when all work has been completed, the site has been restored, the Contractor has demobilized, and the Contractor has submitted the Record Drawings to the Owner.

<sup>86</sup> ASU's response to, DR 17-1, Cause No. 44676 - 02/17/2016.

1 **Q: Did the Cumberland Road project cost exceed the preapproved amount?**

2 A: Yes. ASU did not identify this project or its cost in this Small-U filing. In informal  
3 discovery asking about asset additions above \$100,000, ASU reported the project  
4 cost \$1,368,154.58.<sup>87</sup> In response to DR 5-26, ASU added the same cost as paid to  
5 Atlas Excavating, Inc. (“Atlas”) to ASU’s Asset Register on August 1, 2020.

6 **Q: Is the August 1, 2020 in service date in ASU’s Asset Register correct?**

7 A: No. ASU’s recording of the full project cost on August 1, 2020 is incorrect. This  
8 date predates both the Substantial and Final Completion dates and is contradicted  
9 by Atlas’ Pay Applications. Project work began in November 2019 but appears to  
10 have stopped after March 2020 (Atlas Pay Application No. 5) at which point only  
11 54% of the total sewer length had been installed.<sup>88</sup> Work resumed in August 2020  
12 (Pay Application No. 6). From April 1<sup>st</sup> to August 31<sup>st</sup> Atlas installed only 128 LF  
13 of sewer. Construction was completed by November 2020 (Pay Application No. 8).

14 **Q: What caused Atlas to stop work?**

15 A: It appears the work stoppage was from a dispute with the landowner over Atlas  
16 excavating outside the sewer’s permanent easement into the temporary easement.  
17 This led to West Ridge’s claim that excavation by Atlas affected soil conditions  
18 under West Ridge’s planned apartments. The OUCC learned of this issue when  
19 ASU provided a copy of a \$100,000 Mutual Release and Settlement Agreement in

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<sup>87</sup> ASU’s response to informal discovery under Cause No. 45649-U seeking a list of asset additions valued above \$100,000 – 12/20/2021.

<sup>88</sup> See Attachment JTP-8 for the Atlas Excavating contract and Pay Applications provided in response to DR 8-32 and DR 8-33 and other invoices for the Cumberland Road project provided through informal discovery. Atlas Excavating’s Pay Application No. 5 (for work through March 30, 2020) indicated 2,178 LF of the 4,051 LF total had been installed or 54%. In addition, eight of twelve manholes were completed

1 response to informal discovery. The Settlement, between West Ridge Apartments  
2 LLC ("West Ridge"), Atlas Excavating, Inc. and ASU states: "Atlas performed  
3 work as a subcontractor for ASU at West Ridge's property" and "A dispute has  
4 arisen between the parties related to the work performed to install sewer utilities at  
5 the Real Estate (the "Work")."<sup>89</sup> I understand that ASU made the \$100,000  
6 Settlement payment to West Ridge.

7 **Q: Is ASU's \$100,000 Settlement payment to West Ridge included in the**  
8 **\$1,368,154.58 Cumberland Road project cost listed in the 2020 Asset Register?**

9 A: Yes.

10 **Q: Did ASU or Atlas file a claim with their insurance carrier?**

11 A: No. ASU reported that neither ASU nor Atlas filed a claim with their insurance  
12 companies for the alleged damage caused by ASU's or Atlas' actions or negligence  
13 to West Ridge Apartments, LLC property.<sup>90</sup>

14 **Q: Should ratepayers fund the \$100,000 Settlement to West Ridge?**

15 A: No. The Settlement should have been paid through a claim with Atlas Excavating's  
16 insurance or with ASU's insurance. Ratepayers already pay through rates for ASU  
17 to maintain insurance coverage and for Atlas' insurance coverage as an imbedded  
18 cost in the construction contract. Ratepayers should not then be directly responsible  
19 for also paying the \$100,000 Settlement. I recommend the Commission disallow  
20 the inclusion of the \$100,000 Settlement payment as part of the Cumberland Road  
21 project's capital costs. It is not prudent or reasonable to allow ASU to add the

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<sup>89</sup> ASU's response to informal discovery, 12/02/201. Mutual Release and Settlement Agreement, undated and unsigned except by Casey Dillon, CEO, Atlas Excavating, Inc. 11/17/2020

<sup>90</sup> See Attachment JTP-4 for ASU's responses to informal discovery about the Cumberland Road project costs and DR 12-5 regarding ASU's \$100,000 Settlement payment to West Ridge Apartments, LLC.

1           \$100,000 Settlement payment to rate base.

2   **Q:   What other costs were incurred for the Cumberland Road project besides the**  
3   **construction costs paid to Atlas Excavating?**

4   A:   Other invoices were for a 2019 geotechnical study (\$9,000), TBird design  
5   engineering and construction management (inspections) (\$50,054.50), and one  
6   easement (\$5,187). These costs totaling \$64,241.50 should be included in rate base  
7   for the Cumberland Road project. ASU included costs for only one easement  
8   (Cason easement) but did not include an invoice or costs for the West Ridge  
9   Apartments, LLC easement.<sup>91</sup>

10                 It appears that ASU included two invoices (\$1,627) from the Gutwein Law  
11   Firm for legal services involving the purchase of 0.23 acres at 3350 W 250 N  
12   (address of the ASU office owned by Scott Lods and rented by ASU but not owned  
13   by ASU) plus the purchase of property at North 300 West (\$19,170.78). The 0.23  
14   acres purchase appears to be unrelated and the \$20,797.78 should not be included  
15   in rate base for the Cumberland Road project.

16   **Q:   Did ASU provide any cost support in its Small U filing for the Cumberland**  
17   **Road project including the excess amount over the preapproved \$800,000**  
18   **amount that it is seeking to include in rate base?**

19   A:   No.

20   **Q:   Did ASU build the gravity sewer as proposed in Cause No. 44272?**

21   A:   No. The sewer route and tie in points appear to be the same but Atlas Excavating  
22   installed only 4,051 LF of 15-inch PVC sewer instead the 5,027 total LF of 15-inch

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<sup>91</sup> See Attachment JTP-8 for the Atlas Excavating contract and Pay Applications provided in response to DR 8-32 and DR 8-33 and other invoices for the Cumberland Road project provided through informal discovery. Only one easement was included in the Cumberland Road project. ASU paid \$3,000 to the F. Lynn Cason, Jr. Marital Trust plus \$3,814 paid to the Gutwein Law Firm on two invoices for "3350 W 250 N Purchase of .23 AC" (\$1,627) and one invoice for "Easement Agreement" (\$2,187).

1 (1,883 LF) and 18-inch (3,144 LF) PVC sewers that ASU proposed in Cause No.  
2 44272.<sup>92</sup> In addition, Atlas installed fewer manholes, twelve rather than the  
3 preapproved 14. It appears that in 2012 ASU overestimated the sewer length needed  
4 by almost 25% -5,027 LF versus the actual 4,051 LF.

5 **Q: How did ASU select Atlas Excavating for the Cumberland Road project?**

6 A: ASU received Base Bids for construction from three contractors as summarized  
7 below.<sup>93</sup>

- 8 1. Atlas Excavating, Inc. - \$1,665,209
- 9 2. Sub-Surface of Indiana, Inc. - \$1,777,402
- 10 3. F&K Construction, Inc. - \$2,261,535

11 Note: ASU's 2012 cost estimate (preapproval request) - \$1,711,811

12 ASU selected Atlas Excavating, Inc. to construct the Cumberland Sanitary Sewer  
13 project in November 2019 but negotiated a lower \$1,300,000 construction contract  
14 that included zero dewatering cost.<sup>94</sup>

15 **Q: Why did Atlas eliminate dewatering from its contract?**

16 A: In discovery, the OUCC asked ASU to explain why Atlas Excavating's bid included  
17 \$374,000 for dewatering but the contract excluded dewatering. ASU responded:

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<sup>92</sup> Timothy A. Beyer Case-in-Chief Testimony, Exhibit TAB-2, Cumberland Road Sewer Construction Cost, Cause No. 44272 – 12/19/2012

<sup>93</sup> ASU's response to DR 12-8.

<sup>94</sup> ASU's response to DR 8-32



1 The negotiated preapproval money if FTDC did the work was \$760,000.  
2 Because of the passage of time and equipment and pipe increases, FTDC  
3 thought it would take \$990,000 to complete the project. Due to the rate  
4 treatment from the Commission and being so critical of FTDC work and  
5 the reporting of time keeping the Commission requested, FTDC has  
6 decided to no longer do work for ASU. When these bids came in, they  
7 were all way off the budget ASU had set. Scott negotiated with Atlas to  
8 lower their price or he would build the project. Even though he was not  
9 going to build the project because of the previous treatment from the  
10 Commission. Atlas lowered their price because Scott had the equipment  
11 and experience to do the job. The way Atlas adjusted their schedule of  
12 values was to eliminate the dewatering and spread the remaining money  
13 across other activities. There were no written agreements with Atlas for  
14 dewatering. All communication was verbal.<sup>95</sup>

15 **Q: Were there any change orders for the project?**

16 A: Yes. ASU approved a \$70,000 change order added to Atlas' Schedule of Values as  
17 Item 12 – “Additional Mobilization/Demobilization” in Pay Application No. 5 but  
18 provided no further information about the Change Order.<sup>96</sup> In follow-up discovery,  
19 the OUCC gave ASU the opportunity to support the \$70,000 change order but ASU  
20 did not, instead referring the OUCC to Pay Application No. 5. In Pay Application  
21 Nos. 6 through 10, Atlas revised Item 12's description to “Dewatering” even though  
22 the Schedule of Values already listed a Dewatering line item (item 8) at zero cost.

23 **Q: What is your recommendation regarding the \$70,000 change order?**

24 A: In Cause No. 44676, ASU failed to support its dewatering claim for the Big 3 Sewer  
25 project. In this cause similarly, ASU has not provided any support for the \$70,000  
26 change order for dewatering on the Cumberland Road project. Due to the lack of

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<sup>95</sup> ASU's response to DR 12-7 providing an explanation for why Atlas Excavating's contract included no dewatering.

<sup>96</sup> ASU's response to DR 8-33 which provided complete copies of Atlas Excavating's Pay Application Nos. 1 to 10. *See* Attachment JTP-8.

1 support, I recommend the Commission again disallow ASU's dewatering claim and  
2 the inclusion of the \$70,000 in rate base.

3 **Q: What cost should the Commission include in rate base for the Cumberland**  
4 **Road project?**

5 A: I recommend that the Cumberland Road project's cost through December 31, 2020  
6 be limited to the \$1,113,965.30 paid to Atlas Excavating plus \$64,241.50 for  
7 engineering and easement acquisition costs which ASU supported with invoices  
8 minus ASUs' correction for a \$850 overpayment. I recommend the Commission  
9 approve a total rate base addition of \$1,177,356.80.

10 **Q: Are there any other charges expected for the Cumberland Road project.?**

11 A: ASU identified five additional charges for Atlas Excavating and TBird) in 2021 for  
12 the Cumberland Road project totaling \$186,918.45. In response to discovery, ASU  
13 stated "No further charges for the Cumberland Road project are expected."<sup>97</sup>

14 **Q: Do you have any other concerns about the Cumberland Road project?**

15 A: Yes. I have three concerns. ASU again reports it does not have Record Drawings.<sup>98</sup>  
16 This has been a continuing problem on several ASU projects. The second concern  
17 is that per its IDEM Construction Permit, ASU was required to submit to IDEM: 1)  
18 gravity sewer leakage test results (infiltration/exfiltration), 2) gravity sewer  
19 deflection tests, and 3) manhole leakage tests (air tested).<sup>99</sup> I could not find any  
20 record that ASU submitted these test results to IDEM. In response to discovery

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<sup>97</sup> ASU's response to DR 8-19.

<sup>98</sup> ASU's response to DR 8-9. "ASU does not have Record drawings for the Cumberland Road Sewer Project."

<sup>99</sup> ASU's response to DR 8-25. Klondike-Cumberland Sanitary Sewer Construction Permit Approval No. 21294, March 25, 2015

1 asking about testing for the Klondike Road and Cumberland Road Sewer projects,  
2 ASU provided 24 pages of signed and dated sewer testing results for the Klondike  
3 Road Sewer but only two pages for the Cumberland Road project.<sup>100</sup> The  
4 Cumberland Road test results are undated and unsigned and may be missing results  
5 for some sewer segments.

6 The third concern is that it appears that TBird did not inspect construction  
7 progress after March 20, 2020 which is when construction appears to have stopped  
8 due to the West Ridge dispute. In discovery, ASU provided 57 daily inspection  
9 reports by TBird covering 45 contractor workdays from December 9, 2019 to  
10 March 20, 2020.<sup>101</sup> In its inspection reports, TBird does not mention the work  
11 stoppage or the dispute with West Ridge. Another problem with the TBird daily  
12 inspection reports is that they noted no scope changes or field directives and no QC  
13 (“Quality Control”) inspections.

14 **Q: Based on these three concerns, do you have any recommendations?**

15 A: Yes. I recommend the Commission order ASU to hire an independent third party  
16 to survey actual locations and elevations of all sewer assets that were built and  
17 complete a set of Record Drawings for the Cumberland Road project. This should  
18 be done at no additional cost to ASU’s ratepayers.

19 I recommend that ASU provide the Commission and the OUCC copies of  
20 the IDEM required sewer and manhole testing results made on all three sewer  
21 projects (Big 3, Klondike Road, and Cumberland Road) that were submitted by or

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<sup>100</sup> ASU’s response to DR 8-10.

<sup>101</sup> ASU’s response to DR 8-35.

1 on behalf of ASU to IDEM along with the transmittal forms for their submissions.  
2 Finally, I recommend ASU provide copies of TBird's daily inspection reports for  
3 the period when work resumed in August 2020 on the Cumberland Road project.

## **VII. EXTENSIONS OF SEWER MAINS**

4 **Q: Does the Commission have rules for sewage disposal services?**

5 A: Yes. The Commission's rules for sewage disposal services are in 170 IAC 8.5.

6 **Q: Do these Commission rules address the extension of sewer mains?**

7 A: Yes. The Commission's rules for sewer main extensions are in 170 IAC 8.5-4.

8 **Q: Does ASU extend sewer mains to serve new customers?**

9 A: Yes.

10 **Q: Does the Commission's rules for the extension of sewer mains apply to ASU?**

11 A: Yes. 170 IAC 8.5-1-2 (Application of rule) states that "These rules [170 IAC 8.5]  
12 shall apply to any sewage disposal company (herein sometimes called utility or  
13 company) which is now or hereafter may be engaged in sewage disposal service  
14 and which is subject to the jurisdiction of the Commission pursuant to the  
15 provisions of the Public Service Commission Acts, or any other Statute of the State  
16 of Indiana."

17 **Q: Does ASU comply with the Commission's rules for the extension of sewer  
18 mains?**

19 A: In Data Request 7-20, the OUCC asked "Does ASU follow the Commission's main  
20 extension rules? Please explain." In response, ASU stated "To the best of its  
21 knowledge, ASU follows the spirit of the main extension rules." ASU did not

1 explain what it meant by the “spirit” of the main extension rules.<sup>102</sup>

2 **Q: Due to ASU’s lack of explanation, did the OUCC ask ASU additional questions**  
3 **about its compliance with the Commission’s rules for sewer main extensions??**

4 A: Yes. In Data Request 9-10, the OUCC asked the following question:

5 As required by the Commission’s main extension rules, does ASU  
6 provide a three-year revenue allowance per EDU to  
7 developers/customers who require a main extension before utility  
8 service can be provided? Please explain.

9 ASU provided the following answer to OUCC Data Request 9-10:

10 Generally no. As Petitioner indicated in the main extension agreements  
11 that have been produced, Petitioner is a small utility. Paying three times  
12 the annual revenue for each connection would require capital  
13 investment that Petitioner does not readily have available. Further, it  
14 would increase the rate base and ultimately the rates for ASU customers.  
15 Accordingly, main extensions to serve new developments are generally  
16 regarded as special contracts in this regard. To Petitioner’s knowledge,  
17 no developer has ever raised an objection. Further, ASU does not gross  
18 up for income taxes on contributed plant, which requires a contribution  
19 of capital for all main extensions.

20 **Q: Did the OUCC ask additional questions about the Commission’s rules for**  
21 **sewer main extensions?**

22 A: Yes. In OUCC Data Request 9-11, the OUCC asked the following:

23 If no separate three-year revenue allowance is provided to the  
24 developer/builder/customer, is the value of the three-year revenue  
25 allowance factored into the cost of the upsizing or any other costs or  
26 fees due under the main extension agreements entered into by ASU?  
27 Please explain.

28 Also, in OUCC Data Request 9-12, the OUCC asked the following:

Please state the total amount of 3-year revenue allowances paid to or  
provided to developers/builders/customers during each of the calendar  
years 2015 through 2021. If no revenue allowances were provided in  
any year, please explain.

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<sup>102</sup> See Attachment JTP-9 for ASU’s responses to data requests regarding its compliance with the Commission’s Main Extension Rules.

1 ASU's only response was to refer the OUCC back to its response to Data Request  
2 9-10.

3 **Q: Based on the answers provided, is ASU complying with the Commission's rules**  
4 **for the extension of sewer mains?**

5 A: No. ASU is not in compliance with the Commission's rules for the extension of  
6 sewer mains. ASU's argument that it is a small utility is not accurate. ASU is a  
7 Class A sewer utility that receives more than \$4 million dollars of revenue annually.

8 **Q: Do you have any recommendations regarding ASU's compliance with the**  
9 **Commission's rules for the extension of sewer mains?**

10 A: Yes. I recommend the Commission order ASU to comply with the main extension  
11 rules - 170 IAC 8.5-4.

### **VIII. 2020 KOKOPELLI ASPHALT MAINTENANCE INVOICE**

#### **NO. 402 FOR WORK AT 3725 US 52**

12 **Q: Please describe the work invoiced to ASU by Kokopelli Asphalt Maintenance.**

13 A: The OUCC asked ASU to provide support (e.g., invoices and contracts) for  
14 \$187,956 of consulting expense recorded as "Other" during the test year. For one  
15 of the expenses, which appears to have been a sewer repair at 3725 US 52, ASU  
16 submitted a one-page invoice for \$82,672.11 from Kokopelli Asphalt Maintenance  
17 with no explanation about the work or support for any of the twelve listed  
18 charges.<sup>103</sup> This one invoice accounted for 44% of the dollar value for consulting  
19 expense recorded as "Other."

20 **Q: What was the nature of the repair?**

21 A: In discovery ASU indicated the work was for an emergency sewer repair at 3725

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<sup>103</sup> See Attachment JTP-10 for ASU's response to DR 1-14.

1 US 52, but due to limited information on the invoice, it is not possible for an auditor  
2 to determine the nature or extent of the actual work that was completed.

3 **Q: What is your recommendation regarding inclusion of the 2020 sewer repairs**  
4 **as an expense "Other"?**

5 A: Most costs claimed under this invoice should be disallowed because the sewer  
6 repair costs appear to be inflated and are unsupported. Basic information should be  
7 on the invoices but was lacking. Before being paid, the invoices should indicate  
8 when and where the work was performed, describe what work was performed such  
9 as length of pipe repaired, identify all materials purchased and installed (pipe,  
10 couplings, gravel backfill, etc.), state the number of labor hours and hourly rates  
11 charged by personnel and subcontractors, and list the equipment used including the  
12 number of hours and the hourly rates.

13 **Q: When did the work occur?**

14 A: Kokopelli's Invoice No. 402 does not identify when the work occurred. The invoice  
15 date is February 20, 2020.

16 **Q: Were you able to obtain additional information about the repair?**

17 A: In discovery, the OUCC gave ASU the opportunity to submit information about the  
18 repair and provide cost support for Kokopelli's one-page invoice. ASU provided  
19 some information but failed to support any of the labor, equipment, materials, and  
20 subcontractor costs.<sup>104</sup> The dates the work was performed are still unclear.

21 **Q: You testified that the Kokopelli invoice is dated February 20, 2020. When was**  
22 **the work reportedly performed?**

23 A: Kokopelli's invoice predates the work by a month. In a letter provided in response

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<sup>104</sup> See Attachment JTP-10 for ASU's responses to DR 1-14, DR 12-13, and DR 13-20 and supplemental response to DR 12-13.

1 to OUCC discovery, Kokopelli states ASU called them on March 20, 2020 and that  
2 “By March 25, 2020, we were able to contain the inflow of water and sediment to  
3 make necessary repairs.”<sup>105</sup> It appears it took five days to control the groundwater  
4 in the excavation, but Kokopelli’s letter does not state how long it took to complete  
5 the sewer repair work once the groundwater issue was under control nor how long  
6 it took to restore the site.

7 In response to follow-up DR 13-20 asking ASU to provide the duration of  
8 the work (start and end dates, total number of days worked, and the specific dates  
9 worked, etc.), ASU reported nothing more than the work took “Approximately 2  
10 weeks starting 20-Mar-20.” ASU provided no other detail that an auditor could use  
11 to understand the nature of the work and to determine whether charges listed on the  
12 invoice were reasonable and prudent.

13 **Q: What caused ASU to call Kokopelli on March 20, 2020?**

14 A: ASU did not report how it learned there was a sewer problem at 3725 US 52 or  
15 when they became aware of it.

16 **Q: Did ASU televise the sewers in the area where the break occurred?**

17 A: The OUCC asked if ASU had televised the sewer segment in the last seven years  
18 and if so to provide details about the televising. ASU responded that it “believes  
19 that the line may have been televised at some time prior to the collapse, however  
20 no record can be located.”<sup>106</sup>

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<sup>105</sup> *Id.*

<sup>106</sup> *Id.*



1 **Q: Were you able to determine if ASU had televised the sewer?**

2 A: Yes. Upon closer review of 73 pages of invoices provided in response to DR 1-14  
3 asking for support (e.g., invoices and contracts) for \$187,956 of consulting expense  
4 recorded as "Other" during the test year, I found an invoice from FTDC indicating  
5 four hours of televising occurred on January 16, 2020 at 3725 US 52, the same  
6 address reported on Kokopelli's invoice. The notation also indicated televising was  
7 "due to complaint sink hole. Checked EGC9-EGC8." On January 17, 2020, FTDC  
8 again televised "to inspect lines at US 52" for three hours but no specific address  
9 was listed.<sup>107</sup>

10 **Q: What repairs were made?**

11 A: Kokopelli did not provide any information about the pipe type, length or how it  
12 made the repair or replaced the pipe. ASU indicated the existing pipe was a 14-inch  
13 diameter clay pipe installed in the 1960s but also did not provide the length replaced  
14 or whether the clay pipe was repaired or replaced. The clay pipe was most likely  
15 replaced. The only information provided was that Kokopelli purchased something  
16 from EJP for \$365.<sup>108</sup>

17 **Q: What cost information did Kokopelli provide on its invoice?**

18 A: Kokopelli's invoice listed twelve-line items and a total cost for each line that totaled  
19 \$82,672.11 but provided no breakdown of how the charges were calculated and no  
20 details whatsoever regarding the basis for each charge.

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<sup>107</sup> See Attachment JTP-10 for the FTDC January 2020 invoice provided in ASU's response to DR 1-14.

<sup>108</sup> The abbreviation EJP is for Everett J. Prescott Inc., a pipe supplier in Lafayette. Assuming the 14-inch clay pipe was replaced with a section of 15-inch PVC pipe, approximately 20 feet could have been replaced at an assumed pipe cost less than \$20 per LF. There should also have been additional costs for two pipe couplings.

1 **Q: Did Kokopelli provide copies of any invoices supporting its line item charges?**

2 A: No. Kokopelli only provided the one-page invoice and later stated “Further  
3 documentation from Kokopelli LLC is not available at this time due to a building  
4 flood in 2021 causing a complete loss of records and receipts.”<sup>109</sup>

5 **Q: Did ASU describe the nature of the repair, the work required, or provide**  
6 **copies to the OUCC of invoices supporting Kokopelli’s line-item charges?**

7 A: No. In discovery asking for basic information about the repair and the Kokopelli  
8 charges, ASU did not provide an answer, stating its response was “To be provided;  
9 Kokopelli staff is currently on spring break.”<sup>110</sup> Thus ASU was unable to provide  
10 answers to any part of DR 12-13, even basic questions, deferring wholly instead to  
11 its contractor for a response. This strongly suggests ASU does not require, obtain  
12 or maintain adequate records to support its claimed costs. It also tells me ASU  
13 accepted Kokopelli’s one-page \$82,672.11 invoice without internal procedures in  
14 place to be able to review, verify, and document the charges on the invoice.<sup>111</sup>

15 **Q: Has poor recordkeeping practices and lack of records been an issue in past**  
16 **rate cases?**

17 A: Yes. In Cause No. 44676, the OUCC noted discrepancies in ASU’s asset records  
18 and stated ASU does not have an accurate continuing property record. The  
19 Commission agreed and concluded that its own review of ASU invoices brought  
20 into question the adequacy of ASU’s records. The IURC stated the National  
21 Association of Regulatory Commissioners’ (“NARUC”) Uniform System of

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<sup>109</sup> ASU’s supplemental response to DR 12-13. *See* Attachment JTP-10.

<sup>110</sup> *Id.*

<sup>111</sup> In response to an OUCC follow-up DR 13-20 (e), ASU indicated “the work was overseen on-site by Eric Klopfenstein and Kenyon Coleman with direction from Scott Lods. The invoice was approved through regular procedure with final sign-off by Scott Lods.

1 Accounts is clear:

2 Each utility shall keep its books of account, and all other books, records,  
3 and memoranda which support the entries in such books of account so  
4 as to be able to furnish readily full information as to any item included  
5 in any account. Each entry shall be supported by such detailed  
6 information as will permit a ready identification, analysis, and  
7 verification of all facts relevant thereto.

8 NARUC Uniform System of Accounts for Class A Wastewater Utilities, 1996, p.  
9 15 Accounting Instruction 2.

10 The Commission stated that it expects “Petitioner to comply with NARUC’s  
11 Accounting Instruction 2. Furthermore, in all future proceedings, Petitioner shall  
12 provide records sufficient to support all major plant investments, including, but not  
13 limited to a detailed project description, the basis or need for the project, cost  
14 estimates (including material quantities), bids, and invoices that are broken out in  
15 sufficient detail to allow an auditor adequate information to verify the  
16 reasonableness of the project and the amounts paid.”<sup>112</sup> (Emphasis added by the  
17 OUCC)

18 **Q: Do you agree that the charges shown on Kokopelli’s invoice are reasonable?**

19 A: No. The charges appear to be excessive for a repair of an existing 14-inch sewer  
20 that is only 13 feet deep within the right-of-way with good access from the US 52  
21 roadway.<sup>113</sup> Kokopelli stated work was below the water table and that it had to  
22 contend with groundwater, a 4-inch gas main, a fiber optic cable, and maintain  
23 traffic control.<sup>114</sup> ASU reported the sewer was located at the toe of the embankment,

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<sup>112</sup> Final Order, Cause No. 44676 – 11/30/2016, pgs. 40-41.

<sup>113</sup> In its Supplemental response to DR 12-13, Kokopelli indicated the sewer was 13 feet below grade. In response to DR 13-20, ASU reported the sewer was 15 feet below grade. See Attachment JTP-10.

<sup>114</sup> *Id.*

1 ten feet below US 52.<sup>115</sup>

2 **Q: Do you agree that the toe of the embankment is ten feet below US 52?**

3 A: No. Using a Department of Natural Resources website, I determined the elevation  
4 of the US 52 shoulder next to the sewer break area is approximately 653.65 feet  
5 and the US 52 travel lanes are at 654.76 feet.<sup>116</sup> The ditch line elevation at  
6 approximately 650 feet is less than four feet lower, not the ten feet claimed by ASU.  
7 Figure 1 is a June 2018 street view image of 3725 US 52 showing the general  
8 ground slope and the location of an ASU manhole. ASU's sewer follows the ditch  
9 line. The repairs occurred east of the manhole (shown at center right) and beyond  
10 the driveway which had to be restored. Figure 2 is an aerial view of the sewer repair  
11 site taken in April 2020 after the repair and site restoration.



**Figure 1** – View looking east of the site conditions and ditch line at 3725 US 52

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<sup>115</sup> ASU's response to DR 13-20. See Attachment JTP-10.

<sup>116</sup> Indiana Department of Natural Resources Division of Water's Online Research Center ("DoWORC")  
<https://indnr.maps.arcgis.com/apps/webappviewer/index.html?id=6619094e25a64c6b865aacb625d7aba1>

Pictometry Imagery



**Figure 2** – Aerial view of the sewer repair site at 3725 US 52 showing construction on both sides of the restored driveway.

1 **Q: Does ASU have a particular obligation to show its sewer repair expense is**  
2 **reasonable?**

3 **A:** Yes. Due to past problems with ASU recordkeeping the Commission specifically  
4 instructed ASU in Cause No. 44676 to provide invoices that are broken out in  
5 sufficient detail to allow an auditor adequate information to verify the  
6 reasonableness of the project and the amounts paid.”<sup>117</sup>

7 **Q: How do you analyze the reasonableness of a repair expense such as the**  
8 **Kokopelli invoice?**

9 **A:** I first determine the total length of sewer repaired or replaced so that I can calculate  
10 an overall metric of cost per LF.

<sup>117</sup> Final Order, Cause No. 44676 – 11/30/2016, pgs. 40-41.

1 **Q: Do you know the length of ASU's repair or replacement?**

2 A: No. Despite several attempts by the OUCC to obtain this information, ASU has not  
3 disclosed the number of feet involved. Both ASU and Kokopelli should know such  
4 a basic project parameter as length replaced. Kokopelli's failure to list the length  
5 and ASU's failure to disclose this information as well as lack of support for the  
6 invoiced charges should result in disallowance of this expense. It is not  
7 administratively efficient to have to go through repeated discovery and still not  
8 know this basic information. ASU has only the one-page Kokopelli invoice for its  
9 sole support to justify its expense claim.

10 **Q: Do you have a range of repair cost metrics?**

11 A: Yes. Absent ASU providing the actual length, I can bracket the range of repair costs  
12 per LF for two pipe length assumptions: 1) short length and 2) longer length.  
13 Assuming the \$365 charge from EJP was for 15-inch PVC sewer pipe equal to 20  
14 LF, the cost per LF under the short length scenario would be over \$4,100 per LF.  
15 This short cost metric indicates the repair costs are excessive at 13 to 16 times  
16 higher compared to typical prices of \$200 to \$300 per LF ASU has paid to install  
17 sewers twice as deep.<sup>118</sup>

18 For the longer length metric, I reviewed April 2020 aerial photos showing  
19 a disturbed area of approximately 80 LF. Assuming this constitutes the replaced  
20 length, the cost per LF would be \$1,033 per LF. This cost also appears to be  
21 excessive at 3 to 4 times ASU's average cost to install much deeper sewers.

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<sup>118</sup> ASU paid an average price of \$284 per LF for 4,051 LF of 15-inch PVC sewer installed twice as deep (30 feet) for the Cumberland Road Sewer in 2020 and \$178 per LF for 5,327 LF of 8-inch, 15-inch, and 18-inch PVC sewer for the Klondike Road Sewer project in 2016.

1 **Q: Did you review the reasonableness of the invoice’s line-item costs?**

2 A: Yes. Many of the charges do not appear to be reasonable. Kokopelli lists a \$11,877  
3 charge for a trench box but does not indicate this as a daily or weekly rental or  
4 identify the daily or weekly rate. In ASU’s Supplemental response to DR 12-13,  
5 Kokopelli stated that “With close proximity to US 52, the threat of undermining the  
6 highway caused us to abandon the trench box set in place over the repair.” Thus the  
7 trench box charge may be the purchase price of the trench box. It is unusual that a  
8 trench box is left in place even allowing for the highway’s proximity. I present  
9 Kokopelli’s line-item costs in Table 3.

**Table 3 Kokopelli Invoice No. 402, February 20, 2020**

EJP	\$365.00
West Side Tractor – Excavator Rental	3,553.11
Trench Box	11,877.00
Steel shoring plate	3,255.00
#8 stone	4,536.00
#2 stone	8,970.00
#53 stone	1,845.00
Sand	1,011.00
Trucking	1,222.00
Vac Truck camera	16,838.00
Signage and Fuel	2,226.00
Labor	26,974.00
Total	\$82,672.11

10 A second major issue is the \$16,838 charge listed as Vac Truck camera. Again,  
11 there are no details regarding how many pieces of equipment were involved, the  
12 number of hours they were on site and their hourly rates. As included in ASU’s

1 supplemental response, Kokopelli indicated two hydro-vac trucks were hired from  
2 Fluid Waste Company in Indianapolis. Kokopelli does not indicate who provided  
3 the televising. Notably, ASU's Affiliate FTDC had local camera trucks that had  
4 previously been used to televise this line, and these trucks were sold to ASU in  
5 2020. There is no explanation why FTDC or ASU could not itself have provided  
6 sewer televising.

7 Another significant unsupported item is the \$26,974 for unspecified labor  
8 charges. Assuming a \$60 per hour average labor charge, \$26,974 would equate to  
9 450 labor hours. Assuming two thirds of the hours (300 hours) were for exposing,  
10 repairing the break, and backfilling the trench during ten-hour workdays, I calculate  
11 that approximately six people performed the repair work. This does not include the  
12 drivers hauling spoils and aggregates (separate charge for trucking) or the vac-truck  
13 operators and camera truck (separate charges) or the wastewater bypass pumping  
14 (handled separately by ASU staff).

15 **Q: How long should it take to locate the sewer break?**

16 A: If it was a sinkhole, the break location would already have been known. ASU's  
17 previous televising in January 2020 should have also helped ASU key in on the  
18 trouble area. It would take some set up time to mark locations of other utilities and  
19 to then hydro excavate to confirm gas main and fiber optic line locations. To  
20 excavate a 10- to 14-foot-deep utility trench, the RS Means manual indicates that a  
21 two-man crew of one laborer and one excavator operator would be required, not the  
22 six-person crew calculated above.



1 **Q: How long should it take to excavate and expose the break area?**

2 A: Based on a 30 foot long, 14-foot-deep trench that was five feet wide, excavation  
3 should have taken half a day. Kokopelli indicated they were not able to make the  
4 repair until five days after being called because of groundwater. It is unclear, what  
5 Kokopelli's workers were doing while the groundwater issue was being resolved.

6 **Q: What do you recommend regarding the Kokopelli sewer repair?**

7 A: Despite being given the opportunity to do so, ASU has not supported the charges  
8 listed on the one-page Kokopelli invoice. The \$82,762.11 charge is not reasonable  
9 based on my knowledge of sewer repair work, typical costs for sewer repairs and  
10 ASU's recent costs per LF for installation of deep sewers. I recommend that the  
11 Commission disallow this operating expense as it is neither supported nor shown  
12 to be a recurring expense. If the Commission does believe this expense should be  
13 included in rates as a pro forma operating expense, I recommend the rate base  
14 addition be limited to a pro forma operating expense of \$25,000 for this repair work.

## **IX. OTHER MATTERS**

### **A. Required Blowers at Carriage Estates WWTP**

15 **Q: ASU was required by its Agreed Order with IDEM to prepare a Blower**  
16 **Compliance Plan to install three blowers at the Carriage Estates WWTP.**  
17 **What is the status of the installation?**

18 A: ASU submitted its Blower Compliance Plan on March 1, 2021 and a construction  
19 permit application on July 30, 2021.<sup>119</sup> ASU estimated the blower project cost at  
20 \$500,000.<sup>120</sup> The purchase and installation of the three blowers was part of the

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<sup>119</sup> ASU's response to DR 13-21.

<sup>120</sup> *Id.*

1 Carriage Estates III WWTP project which ASU had not completed. This work is to  
2 be done by ASU in order to secure IDEM's contingent approval to rate the CEIII  
3 WWTP for 3.0 MGD. The blower project is to be done at no additional cost to  
4 ratepayers. IDEM issued Construction Permit No. 24105 on August 13, 2021.<sup>121</sup>  
5 Per its Blower Compliance Plan, ASU was to start construction on January 17, 2022  
6 with completion by September 30, 2022. Construction has not started. ASU  
7 proposed a modification/revision to IDEM requesting deletion of the two additional  
8 aerobic digester blowers. IDEM rejected ASU's requested permit modification.<sup>122</sup>

9 **Q: Who will install the blowers?**

10 A: ASU received bids on November 15, 2021, from four contractors. ASU reported to  
11 IDEM that after considering the bids, it rejected all bids because they exceeded the  
12 Engineer's Estimate and decided to do the project in house.<sup>123, 124</sup> ASU reported it  
13 has ordered the one Redundant CSBR and the two Aerobic Digester Blowers and  
14 will install them with their own work force.<sup>125</sup>

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<sup>121</sup> See Attachment JTP-11 for ASU's Agreed Order Compliance Progress Report Nos. 1-4.

<sup>122</sup> See Attachment JTP-12 for IDEM's Permit Modification Denial letter, January 21, 2022

<sup>123</sup> *Id.*

<sup>124</sup> ASU's response to DR 13-22. The OUCC requested a copy of the Engineer's Estimate for the Blower project as reported to IDEM, but ASU stated, "An engineering estimate was not prepared for this project."

<sup>125</sup> See Attachment JTP-11 for ASU's Agreed Order Compliance Progress Report Nos. 1-4.

**B. Infiltration and Inflow ("I&I") Program**

1 **Q: Please describe IDEM's enforcement action that requires ASU to develop and**  
2 **implement an I&I program.**

3 A: IDEM brought an enforcement action against ASU on January 28, 2020 and entered  
4 into Agreed Order 2019-26314-W on December 1, 2020. Due to eleven sanitary  
5 sewer overflows ("SSO's) from a manhole just upstream of the Carriage Estates  
6 WWTP, IDEM required ASU to develop and initiate a preventative maintenance  
7 program for the collection system, which includes methods and milestone dates for  
8 locating and eliminating sources of I&I and prevention of SSOs in the collection  
9 system. In its compliance plan, ASU proposed conducting a two phase I&I Study.

10 **Q: What is the status of ASU's I&I Program?**

11 A: ASU submitted Report Number One, Infiltration and Inflow Abatement Program  
12 to IDEM on September 30, 2021. ASU report that it had hired ADS Environmental  
13 to conduct flow monitoring in 2018. ASU described Phase One which consisted of  
14 collection system mapping and flow monitoring as follows:

15 The Phase One flow meter data will be analyzed by American Suburban  
16 Utilities and based on this data, ASU will determine which subdivisions  
17 have an I&I problem and therefore will require additional investigation  
18 to isolate these areas within the subdivision collection system. In order  
19 to narrow the amount of collection system to be investigated, secondary  
20 flow metering may be undertaken after review of the Phase One flow  
21 monitoring report. ASU may then either televise, inspect manholes,  
22 and/or smoke test in order to isolate the specific areas of the collection  
23 system which contribute the highest amounts of I&I in order to  
24 determine what sections need repair or replacement.

1           Once the data is evaluated from the Phase One investigation, ASU will  
2           prepare an analysis to determine the cost of additional infiltration and  
3           inflow field testing and, if possible, the cost for sewer repair,  
4           replacement, etc. in order to ascertain if the cost to transport and treat  
5           exceeds the cost to eliminate it. This is a more critical issue for small,  
6           semi-public utilities which do not have the field staff and financial  
7           resources as the larger municipalities.

8   **Q:    When will the Phase Two Report be completed?**

9    A:    ASU informed IDEM that it is currently working on its Sanitary Sewer Operation,  
10   Maintenance, and Repair Program Report which it will submit to IDEM no later  
11   than June 30, 2022. This report name differs from the Phase Two Report name used  
12   elsewhere by ASU, but the OUCC believes it refers to the same report.

**C. Carriage Estates Effluent Meter**

13 **Q:    Please describe the flow data and unauthorized reprogramming issues with**  
14 **the Carriage Estates effluent flow meter.**

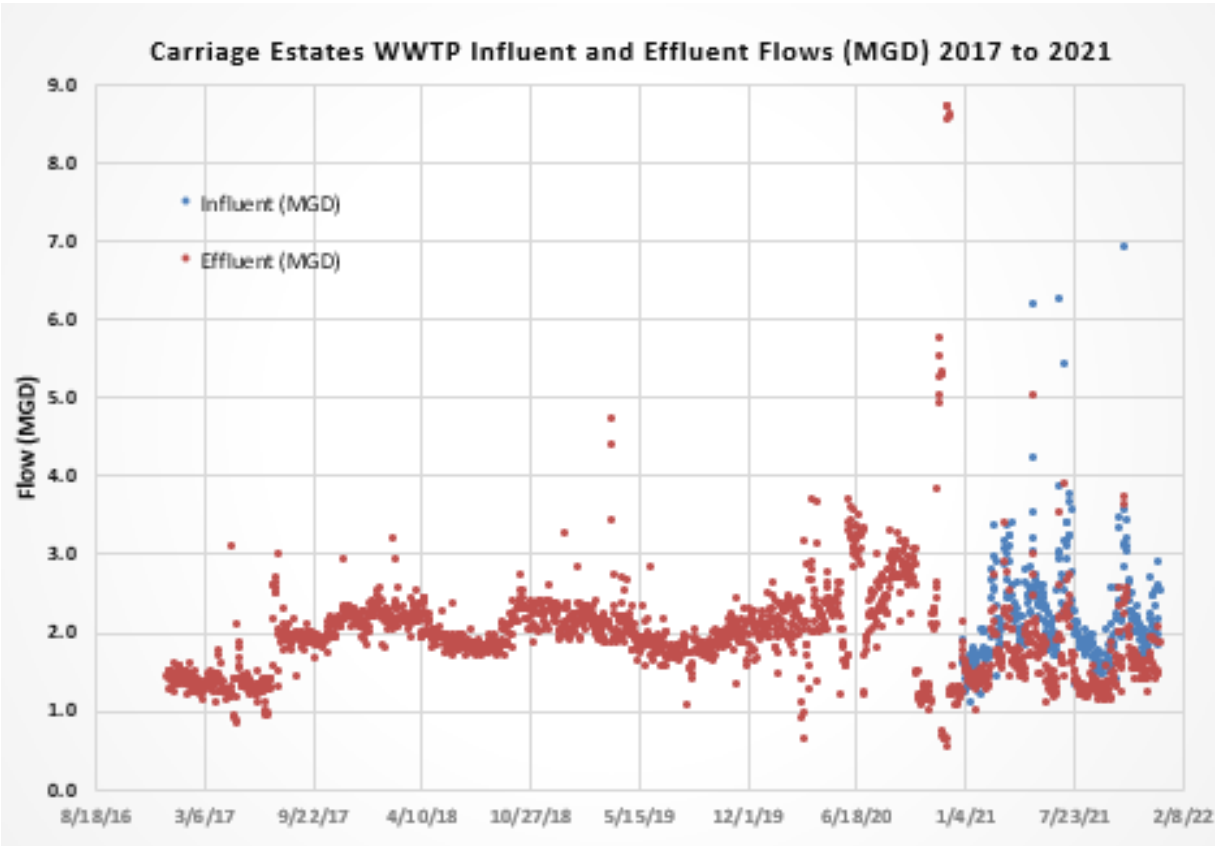
15 A”    In Cause No. 44676 S1, I noted ASU does not accurately measure, record, and  
16   report effluent flows. I discussed ASU’s effluent meter calibrations and provided  
17   evidence that the meter had been reprogrammed incorrectly multiple times resulting  
18   in recording higher flow than actual. The Carriage Estates effluent flow data from  
19   2020 is unreliable due to this software reprogramming on multiple occasions and  
20   repositioning of the ultrasonic level sensor as well as recording flow when no  
21   discharge was occurring.<sup>126</sup> The errors in the effluent flow data were almost always  
22   such that ASU reported higher than actual flows. I discussed the meter  
23   reprogramming and flow data errors extensively in Cause No. 44676 S1. *See*

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<sup>126</sup> See Attachment JTP-13 for Carriage Estates WWTP effluent flow meter calibration reports.

1 Public's Exhibit No. 2, Cause No. 44676 S1, pgs. 56-66.

2 I prepared a graph of ASU's daily effluent flows at the Carriage Estates  
3 WWTP from January 1, 2017 to December 31, 2021 and the daily influent flows  
4 for 2021 showing the wide variations in ASU's reported flows, which were highly  
5 variable in 2020 and 2021.<sup>127</sup> This graph is shown in Figure 3. The OUCC observed  
6 erroneous effluent flow readings including elevated flows when no discharge was  
7 actually occurring during an October 8, 2020 site visit in Cause No. 44676 S1.



**Figure 3** – Carriage Estates WWTP daily Influent and Effluent flows for 2017 to 2021

8 I summarized ASU's reported effluent flows from both treatment plants in Table 4

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<sup>127</sup> ASU began reporting influent flow data on January 1, 2021.

1 which shows a dramatic flow change at Carriage Estates from 2020 to 2021. The  
2 effluent flow data for Carriage Estates shows a significant 25.6% reduction due to  
3 the flow meter recalibration by the B.L. Anderson meter technician, who also  
4 password locked the flow meter so it cannot be accessed and reprogrammed except  
5 by an authorized person. I assume this person would be a meter technician from  
6 B.L. Anderson, but I cannot confirm that these are the only people who can access  
7 the meter. In its order in Cause No. 44676 S1, the Commission directed ASU to  
8 recalibrate its effluent meter twice a year. The Commission stated:

9 We agree with Mr. Parks recommendations that the effluent flow meter  
10 should be recalibrated twice a year and only be maintained and calibrated  
11 by the BL Anderson meter technician. Having the meter calibrated by only  
12 the meter technician will help alleviate some of these disturbing flow  
13 patterns.<sup>128</sup>

14 (Emphasis added by the OUCC)

**Table 4 – Average Annual Effluent Flows 2016 to 2021**

Year	Reported Effluent Flow (MGD)		
	County Home WWTP	Carriage Estates WWTP	Total
2016	0.268	1.817	2.085
2017	0.265	1.919	2.184
2018	0.253	2.321	2.574
2019	0.282	2.251	2.533
2020	0.180	2.518	2.698
2021	0.216	1.872	2.088

<sup>128</sup> Final Order, Cause No. 44676 S1 – 09/22/2021, p. 44.

1 **Q: How often has ASU recalibrated its effluent flow meter since the Commission's**  
2 **order in September of 2021?**

3 A: Since the Commission's order in Cause No. 44676-S1, ASU has only recalibrated  
4 its meter on March 24, 2022. As ASU had last calibrated its meter on March 15,  
5 2021, ASU should have recalibrated its meter in the last quarter of 2021. Instead,  
6 ASU recalibrated its meter more than a year after its last calibration. ASU's effluent  
7 meter calibration dates are summarized in Table 5.

**Table 5 – Carriage Estates Effluent Flow Meter Re-Calibrations 2019 to 2022**

<b>Meter Calibration Date</b>	<b>Meter issues noted by B.L. Anderson Technician</b>
03/28/2019	Incorrect meter offset was causing the meter to read 10 inches high
03/11/2020	Multiple programming errors
10/11/2020	Several of the key parameters inside the flow meter had been changed. Reinstalled the ultrasonic sensor at a greater height.
03/15/2021	Reading was high by 3" – corrected
03/24/2022	Flume is not level

8 **Q: What do you recommend regarding the Carriage Estates effluent flow meter?**

9 A: I recommend the Commission remind ASU to comply with its order to recalibrate  
10 the effluent meter twice annually. I also recommend the Commission require ASU  
11 to divert flow from the Kimberley Estates and Hadley Moor subdivisions to the  
12 County Home WWTP by retiring and removing the Kimberley Estates lift station  
13 as it indicated was the goal of the Big 3 project. This will divert 150,000 gpd to  
14 County Home and reduce the effluent flow at Carriage by a similar amount. This  
15 should drop the Carriage Estates flow from the 1.872 MGD average daily flow in  
16 2021 to 1.722 MGD.

## **X. RECOMMENDATIONS**

1 **Q: What are your recommendations in this cause?**

2 A: I have the following recommendations:

3 1. I recommend the Commission direct ASU to finally retire the Kimberley Estates  
4 lift station from service and to physically remove the Big Oaks wet well and the  
5 Kimberley Estates lift station pumps, electrical system, controls, and wet well  
6 at no additional cost to ratepayers. Because of the retirement of the Kimberly  
7 Estates lift station, I recommend ASU drop any plans to install a replacement  
8 force main as part of the Morehouse Road Reconstruction project.

9 2. I recommend that ASU divert flow from the Kimberley Estates and Hadley  
10 Moor subdivisions to the County Home WWTP using the already constructed  
11 gravity sewer to the Big 3 sewer. This will divert 150,000 gpd to County Home  
12 and reduce the effluent flow at Carriage Estates by a similar amount as  
13 envisioned by the Big 3 project. This should drop the Carriage Estates flow  
14 from the 1.872 MGD average daily flow in 2021 to 1.722 MGD.

15 3. I recommend that the relocated sewer for Kimberley Estates subdivision and  
16 the Soleado subdivision be routed north to the Big 3 Sewer for conveyance of  
17 wastewater from this area to treatment at County Home, not Carriage Estates.

18 4. I recommend the Commission order ASU to hire an independent third-party  
19 engineer / surveyor at no additional cost to ratepayers to produce accurate  
20 Record Drawings for the Big 3 Sewer project, which should have been done at  
21 the time of final completion.

22 5. I recommend the Commission disallow ASU's request to include as a recurring



1 operating expense the Williams Creek invoices totaling \$9,560, because these  
2 charges are not for engineering on the Big 3 project but rather were for  
3 construction that falls under the Big 3 Contractor's (FTDC) obligations (tree  
4 plantings, site restoration, and maintenance and monitoring of the plantings).

5 6. I recommend the Commission disallow the inclusion of the \$100,000  
6 Settlement payment to West Ridge Apartments, LLC as part of the Cumberland  
7 Road project's capital costs.

8 7. Due to the lack of cost support, I recommend the Commission disallow ASU's  
9 \$70,000 dewatering claim for the Cumberland Road Sewer project and the  
10 inclusion of the \$70,000 in rate base.

11 8. I recommend ASU be allowed to add to rate base the \$313,965.30 excess over  
12 the \$800,000 preapproved construction amount from Cause No. 44272 for the  
13 Cumberland Road sewer project completed in 2020. I recommend also  
14 including \$64,241.50 for engineering and easement acquisition which ASU  
15 supported with invoices minus ASUs' correction for a \$850 overpayment  
16 bringing the total rate base addition to \$1,177,356.80. I recommend disallowing  
17 \$190,797.78 including ASU's \$100,000 Settlement payment to West Ridge  
18 Apartments, LLC, a \$70,000 change order for dewatering, and \$20,797.78 for  
19 the purchase of 0.23 acres unrelated to the Cumberland Road project.

20 9. I recommend the Commission order ASU to hire an independent third-party  
21 engineer / surveyor at no additional cost to ratepayers to produce accurate

1           Record Drawings for the Cumberland Road Sewer project, which should have  
2           been provided at the time of final completion.

3           10. I recommend ASU be required to provide the Commission and the OUCC  
4           copies of the IDEM required sewer and manhole testing results made on all  
5           three sewer projects (Big 3, Klondike Road, and Cumberland Road) that were  
6           submitted by or on behalf of ASU to IDEM along with the transmittal forms for  
7           their submissions.

8           11. I recommend ASU provide copies of TBird's daily inspection reports for the  
9           period when work resumed in August 2020 on the Cumberland Road project.

10          12. I recommend the Commission remind ASU that it must comply with the 170  
11          IAC 8.5-4 main extension rules.

12          13. I recommend the Commission disallow the Kokopelli sewer repair invoice of  
13          \$82,672.11 as an operating expense as it is neither supported nor shown to be a  
14          recurring expense. If the Commission believes this expense should be included  
15          in rates as a *pro forma* operating expense, I recommend the rate base addition  
16          be limited to a pro forma operating expense of \$25,000 for this repair work.

17          14. I recommend that ASU comply with the Commission's order to recalibrate the  
18          effluent meter twice annually, which means every six months.

19          **Q: Does this conclude your testimony?**

20          A: Yes.

**Appendix A**

1 **Q: Please describe your educational background and experience.**

2 A: In 1980 I graduated from Purdue University, where I received a Bachelor of Science  
3 degree in Civil Engineering, having specialized in Environmental Engineering. I  
4 then worked with the Peace Corps for two years in Honduras as a municipal  
5 engineer and as a Project Engineer on self-help rural water supply and sanitation  
6 projects funded by the U.S. Agency for International Development (U.S. AID). In  
7 1984 I earned a Master of Science degree in Civil Engineering and Environmental  
8 Engineering from Purdue University. I have been a Registered Professional  
9 Engineer in the State of Indiana since 1986. In 1984, I accepted an engineering  
10 position with Purdue University, and was assigned to work as a process engineer  
11 with the Indianapolis Department of Public Works ("DPW") at the City's Advanced  
12 Wastewater Treatment Plants. I left Purdue and subsequently worked for  
13 engineering consulting firms, first as a Project Engineer for Process Engineering  
14 Group of Indianapolis and then as a Project Manager for the consulting firm HNTB  
15 in Indianapolis. In 1999, I returned to DPW as a Project Engineer working on  
16 planning projects, permitting, compliance monitoring, wastewater treatment plant  
17 upgrades, and combined sewer overflow control projects.

18 **Q: What are the duties and responsibilities of your current position?**

19 A: My duties include evaluating the condition, operation, maintenance, expansion, and  
20 replacement of water and wastewater facilities at utilities subject to Indiana Utility  
21 Regulatory Commission ("Commission") jurisdiction.

22 **Q: Have you previously testified before the Commission?**

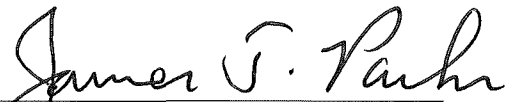
23 A: Yes.

**Appendix B - List of Attachments**

- Attachment JTP-1 ASU's response to 45649-U DR 8-14 regarding ASU's Willowbrook and Kimberley Estates lift stations
- Attachment JTP-2 Cause No. 44676, ASU's responses to DR 4 about lift station removals and status, Nov. 24, 2015
- Attachment JTP-3 Cause No. 44676, ASU's responses to DR 4-40 and DR 4-43, Nov. 24, 2015 about Planning for the Big 3 Sewer project and diverted flows and DR 11-39 and DR 11-40 about economic analysis for lift station elimination.
- Attachment JTP-4 ASU's responses to informal discovery about the Cumberland Road project costs and DR 12-5 regarding ASU's \$100,000 Settlement payment to West Ridge Apartments, LLC.
- Attachment JTP-5 OUCC estimates of annual operating costs and replacement costs for the Kimberley Estates lift station.
- Attachment JTP-6 ASU note dated Dec. 18, 2015, to IDEM regarding County Home III start-up, Kimberley Estates lift station removal from service and 150,000-gallon diversion from Carriage Estates to County Home attached to the November 2015 Monthly Report of Operation
- Attachment JTP-7 ASU's responses regarding service areas for each wastewater treatment plant before and after the Big 3 Sewer project completion, Cause No. 44676, DR 17-2 (before Big 3) and DR 17-3 (after Big 3 completion), Feb. 17, 2016.
- Attachment JTP-8 Atlas Excavating contract and Pay Applications provided in response to DR 8-32 and DR 8-33 and other invoices for the Cumberland Road project provided through informal discovery.
- Attachment JTP-9 ASU's responses to data requests regarding its compliance with the Commission's Main Extension Rules.
- Attachment JTP-10 ASU's responses to DR 1-14, DR 12-13, and DR 13-20 and supplemental response to DR 12-13.
- Attachment JTP-11 ASU's Agreed Order Compliance Progress Report Nos. 1-4
- Attachment JTP-12 IDEM's Permit Modification Denial letter, January 21, 2022 rejecting ASU's request to delete the two aerobic digester blowers.
- Attachment JTP-13 ASU's Supplemental Response to DR 13-27 regarding flow meter calibrations

**AFFIRMATION**

I affirm the representations I made in the foregoing testimony are true to the best of my knowledge, information, and belief.

  
By: James T. Parks  
Cause No. 45649-U  
Office of Utility Consumer Counselor (OUCC)

Date: April 11, 2022

**OUCG DR 8-14**

03/11/2022

**DATA INFORMATION REQUEST**  
**American Suburban Utilities, Inc.**

**Cause No. 45649-U**

**Information Requested:**

Please state the force main length, diameter, and pipe material for each of ASU's remaining active lift stations. Please state the name or designation of each lift station and indicate the location of each.

**Information Provided:**

Kimberly Estates L.S. (Emergency back-up only) – 3,625 L.F. of 6" diameter HDPE force main

L.S. location: Immediately east of Morehouse Road, approximately 350 feet north of Mason Dixon Drive.

40°28'43.3452"N

86°56'19.1040"W

Willowbrook L.S. – 4,795 L.F. of 10" diameter PVC force main

L.S. location: Immediately north of the intersection of Mida Drive and Willowbrook Drive, approximately 300 feet north of Lindberg Road.

40°26'50.2944"N

86°56'26.6172"

**OUCR DR 04-026**

11/24/2015

**DATA INFORMATION REQUEST**  
**American Suburban Utilities, Inc.**

**Cause No. 44676**

**Information Requested:**

On what day was the Hawthorne Ridge Lift Station taken out of service and wastewater flows from customers served by the Hawthorne Ridge Lift Station routed to the Big-3 Sewer?

**Information Provided:**

Taken out of service September 4, 2015.

**OUCC DR 04-027**

11/24/2015

**DATA INFORMATION REQUEST**  
**American Suburban Utilities, Inc.**

**Cause No. 44676**

**Information Requested:**

On what day was the Big Oaks Lift Station taken out of service and wastewater flows routed to the Big-3 Sewer?

**Information Provided:**

Taken out of service August 3, 2015.



**OUCC DR 04-028**

11/24/2015

**DATA INFORMATION REQUEST**  
**American Suburban Utilities, Inc.**

**Cause No. 44676**

**Information Requested:**

Has the Big Oaks Lift Station been removed? If not, what is the planned date for completion of removal and site restoration?

**Information Provided:**

No. Date for completion of removal and site restoration is yet to be determined.

**OUCC DR 04-029**

11/24/2015

**DATA INFORMATION REQUEST  
American Suburban Utilities, Inc.**

**Cause No. 44676**

**Information Requested:**

On what day was the Kimberley Estates Lift Station taken out of service and wastewater flows routed to the Big-3 Sewer?

**Information Provided:**

The station was tied into the Big-3 Sewer line on August 28, 2015. Actual flow to the County Home W.W.T.P. commenced on November 16, 2015.

**OUCR DR 04-030**

11/24/2015

**DATA INFORMATION REQUEST  
American Suburban Utilities, Inc.**

**Cause No. 44676**

**Information Requested:**

Has the Kimberley Estates Lift Station been removed? If not, what is the planned date for completion of removal and site restoration?

**Information Provided:**

No. Date for completion of removal and site restoration is yet to be determined.

**OUCG DR 04-039**

11/24/2015

**DATA INFORMATION REQUEST**  
**American Suburban Utilities, Inc.**

**Cause No. 44676**

**Information Requested:**

In his direct testimony under Cause 44272, Timothy A. Beyer stated the purpose of the Big-3 Sewer Project was to replace three 40-year old existing lift stations and an existing 40-year old 10-inch sewer approximately 2,400 feet in length located along County Road 50 West (Beyer, page 10). Please provide a drawing showing the specific location of this 10-inch sewer, identify the areas served by the sewer, and state whether the 10-inch sewer remains in service.

**Information Provided:**

See attached. The 10-inch sewer remains in service.

**Attachments:**

OUCG DR 4-39.pdf

**OUCG DR 04-040**

11/24/2015

**DATA INFORMATION REQUEST**  
**American Suburban Utilities, Inc.**

**Cause No. 44676**

**Information Requested:**

Regarding planning for the Big-3 Sewer Project prior to 2013, please provide the following:

- a. Planning or engineering parameters, prepared by or on behalf of ASU, setting objectives and/or design criteria for the Big-3 Sewer Project.
- b. Preliminary drawings or layouts, if any, prepared by or on behalf of ASU.
- c. ASU's policy for eliminating lift stations.
- d. Alternatives, evaluated by or on behalf of ASU, for replacing the Big Oaks, Kimberley Estates, and Hawthorne Ridge Lift Stations, and the 2,400 ft. long 10-inch sewer along N CR 50 West. If no alternatives other than the Big-3 Sewer Project were evaluated, so state.
- e. Alternatives evaluated for the sizing, route, and depth of the Big-3 Sewer Project.
- f. Preliminary cost estimates, prepared by or on behalf of ASU, for the alternatives identified above. If no cost estimates for alternatives were prepared, so state.

**Information Provided:**

- a. The parameters for the Big-3 Sewer Project were to remove three existing lift stations from service by providing a positive gravity sewer outlet.
- b. See attached (OUCG DR 4-40.pdf). Several preliminary drawings were prepared throughout the duration of the project. The plans themselves underwent several modifications throughout the project design for optimization.
- c. ASU's policy is to eliminate lift stations when economically possible.
- d. Drawings were prepared to evaluate whether the Kimberley Estates and Big Oaks lift stations could be removed by shorter gravity lines from the south (see attachment to subpart (b)). There were no known alternatives for replacing the Hawthorne Ridge lift station.
- e. Topography and property configuration were determining factors in the route established. Other routes that were evaluated resulted in deeper sewer and/or additional land acquisition.
- f. None.

**OUCC DR 04-043**

11/24/2015

**DATA INFORMATION REQUEST**  
**American Suburban Utilities, Inc.**

**Cause No. 44676**

**Information Requested:**

Regarding the Big-3 Sewer Project design, please provide the following:

- a. Design proposal from TBIRD Design Services Corporation (TBIRD).
- b. Copies of invoices from TBIRD for planning and design including the invoice from Patriot Engineering & Environmental, Inc. for the Geotechnical Report.
- c. Map of the service area to be served by the Big-3 Sewer.
- d. Design basis for the sewer slopes used by TBIRD.
- e. Design flows allocated for the Big Oaks, Kimberley Estates, and Hawthorne Ridge Lift Stations.
- f. Design flows allocated from new lift stations and new gravity sewers from currently proposed developments or future developments. If future flows were not considered in the Big-3 Sewer Project design, so state.
- g. Flow calculations used to size the sewer segments. Please indicate who prepared these flow calculations. If no flow calculations were made, please explain.
- h. Estimated construction cost prepared by TBIRD based on the final design. If TBIRD did not prepare a construction cost estimate, so state.

**Information Provided:**

- a. TBIRD Design Service Corporation did not prepare a design proposal.
- b. See attached and attachment to OUCC DR 4-9.
- c. See attached.
- d. See attached.
- e. Big Oaks and Kimberly Estates = 150,000 gal/day; Hawthorne = 10,000 gal/day
- f. See response to (d) above.
- g. TBIRD prepared an estimated future service area map (attached in response to subpart (d)) and an approximate number of EDU's served. The line sizing was based on these estimates and the existing receiving infrastructure.
- h. TBIRD did not prepare a cost estimate.

**Attachments:**

Attachment to OUCC DR 4-43(b).pdf  
Attachment to OUCC DR 4-43(c).pdf  
Attachment to OUCC DR 4-43(d).pdf

**OUCG DR 11-039**

12/14/2015

**DATA INFORMATION REQUEST**  
**American Suburban Utilities, Inc.**

**Cause No. 44676**

**Information Requested:**

In response to OUCG DR 4-40 (c), ASU stated that it is ASU's policy to eliminate lift stations when economically possible. Please explain the process and underlying cost assumptions ASU uses to determine what is economically possible.

**Information Provided:**

When ASU determines whether to replace a lift station with gravity sewers ASU takes into consideration many factors. Cost of operation i.e. electric power and maintenance are only a few of them. In addition ASU evaluates the risk of employees being called out at night to work on the lift station. ASU also takes into consideration customer complaints and interrupted service from power outages and mechanical breakdowns. ASU evaluates increased capacity to serve new areas not only adjacent to the lift station but the distance between lift stations and plants.

**OUCG DR 11-040**

12/14/2015

**DATA INFORMATION REQUEST**  
**American Suburban Utilities, Inc.**

**Cause No. 44676**

**Information Requested:**

Please provide the economic analysis, study, report, calculation, or other information prepared by or on behalf of ASU that showed the Big-3 Sewer Project as built was the most cost effective alternative for replacing the three lift stations. If no analysis, study, report, calculation, or other information was prepared, so state.

**Information Provided:**

No study was prepared.



**MUTUAL RELEASE AND SETTLEMENT AGREEMENT**

This mutual release and settlement agreement is entered into among West Ridge Apartments LLC ("West Ridge"), Atlas Excavating, Inc. ("Atlas") and American Suburban Utilities, Inc. ("ASU").

**BACKGROUND:**

Atlas performed work as a subcontractor for ASU at West Ridge's property having Parcel #79-06-11-100-016.000-023 (the "Real Estate"). A dispute has arisen between the parties related to the work performed to install sewer utilities at the Real Estate (the "Work"). The parties wish to resolve their dispute on the terms set forth in this agreement.

The parties agree as follows:

1. **No Admission.** This agreement is not an admission of fault, wrongdoing, or liability by any party. This agreement is merely a compromise of disputed claims related to the situation described above. Each party specifically denies any liability to the other parties. No part of this agreement may be used as an admission in any judicial proceeding, legal proceeding, or other forum other than a suit to enforce the terms of this agreement.
2. **Payment.** In consideration of the parties entering into this agreement, Atlas and ASU shall jointly and severally pay West Ridge a total sum of \$100,000.00, collectively, within 30 days of this agreement.
3. **Release.** Each of the parties hereby releases, quits and forever discharges each of the other parties, and their heirs, executors, agents, successors, and assigns from any and all claims, debts, charges, damages, rights of action, causes of action of any kind, character or description, that has previously occurred and is known or unknown to the parties, or any matter whatsoever pertaining to, arising out of, or relating to the Work. This agreement shall inure to the benefit of and may be enforced by, and shall be binding on the parties and their heirs, executors, administrators, personal representatives, assigns, and successors in interest.
4. **Complete Agreement.** This agreement contains the entire agreement between the parties, and the terms are contractual and not a mere recital. This agreement resolves all disputes and issues between the parties relating to the Work. This agreement may not be amended or modified, nor any obligation waived, except by an agreement in writing signed by both parties hereto.

The parties are signing this agreement on the date set out below their signature.

**WEST RIDGE APARTMENTS LLC**

**ATLAS EXCAVATING, INC.**

**AMERICAN SUBURBAN UTILITIES, INC.**

By: \_\_\_\_\_

David Hood, President

Date: \_\_\_\_\_



Digitally signed by Casey Dillon  
Reason: I have reviewed this document  
Contact Info: 765-479-8040  
Date: 2020.11.17.11:11:41-0520C

Casey Dillon, CEO

Date: 11-17-2020

By: \_\_\_\_\_

Scott Lods, President

Date: \_\_\_\_\_

1945 Ch #6429 3-DEC

**OUCG DR 12-5 (Supplemental)**

**DATA INFORMATION REQUEST**  
**American Suburban Utilities, Inc.**

**Cause No. 45649-U**

**Information Requested:**

Reference the MUTUAL RELEASE AND SETTLEMENT AGREEMENT entered into among West Ridge Apartments LLC ("West Ridge"), Atlas Excavating, Inc. ("Atlas") and American Suburban Utilities, Inc. ("ASU") provided as an [sic] informal pre-filing data request response on December 2, 2021, which reads in part:

**BACKGROUND:**

Atlas performed work as a subcontractor for ASU at West Ridge's property having Parcel #79-06-11- 100-016.000-023 (the "Real Estate"). A dispute has arisen between the parties related to the work performed to install sewer utilities at the Real Estate (the "Work"). The parties wish to resolve their dispute on the terms set forth in this agreement.

And

2. Payment. In consideration of the parties entering into this agreement, Atlas and ASU shall jointly and severally pay West Ridge a total sum of \$100,000.00, collectively, within 30 days of this agreement.

Please answer or provide the following:

- a. Specific location of the disputed work (e. g. buildings, parking lots, retention basin, manhole numbers and all involved sewer segments).
- b. Description of the dispute between the parties related to the work performed to install sewer utilities at the Real Estate (the "Work").
- c. Description of the damage caused by ASU's actions or negligence to West Ridge Apartments, LLC property.
- d. Description of the damage caused by Atlas Excavating, Inc. actions or negligence to West Ridge Apartments, LLC property.
- e. Did ASU's contract with Atlas Excavating, Inc. require contractor insurance coverage including Contractor' Liability Insurance? If not, please explain. Please also provide a copy of the Atlas insurance policy in effect during the Cumberland Road project.
- f. Did ASU's contract with Atlas Excavating, Inc. require that the contractor insurance coverage include ASU as a named additional insured on the Atlas policy? If not, please explain.

- g. Did ASU file a claim with its insurance company for the damage caused by ASU's or Atlas' actions or negligence to West Ridge Apartments, LLC property?
- h. Did Atlas file a claim with its insurance company for the damage caused by ASU's or Atlas' actions or negligence to West Ridge Apartments, LLC property?

**Original Information Provided:** 03/28/2022

To be provided; Atlas staff is currently on spring break.

**Supplemental Information Provided:**

- a. The disputed work related to excavation within the temporary construction easement near two proposed building pads between manhole 541 and 542.
- b. The subcontractor allegedly excavated beyond the permit easement, into the temporary easement. The dispute related around whether the excavation within the temporary easement area occurred, whether excavation within the temporary easement area was permitted by the terms of the easement, and whether such excavation, if it occurred, caused West Ridge to incur additional costs of construction that would not have otherwise been required.
- c. ASU's subcontractor, Atlas, allegedly violated the terms of an easement held by ASU.
- d. The alleged breach of the easement agreement required additional export and import of compactable dirt, as well as the use of helical piers to stabilize the soil conditions to provide the support for the structures. West Ridge's damages were unknown at the time and West Ridge was requesting up to \$400,000 in damages. The settlement of \$100,000, ck#6429, resolved the dispute, allowing construction for both parties to continue, uninterrupted, without the time and expense of litigation. In addition, Atlas removed the Copper Beach lift station, which was not in the contract totaling \$53,675, free of charge to ASU to account for a portion of the settlement.
- e. The dispute related to whether the temporary easement permitted the excavation and use of the real estate, rather than whether the over-excavation was reasonable or negligent. See **Attachment OUCC DR 12-5(e) (Supplemental)**.
- f. Yes.
- g. No. There was no allegation of negligence.
- h. No.

**Supplemental Attachment:**

OUCC DR 12-5(e) (Supplemental).pdf



**CERTIFICATE OF LIABILITY INSURANCE** 03/29/2022

DATE (MM/DD/YYYY)  
06/05/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> Gibson Insurance Agency, Inc. 202 S.Michigan St., Suite 1400  South Bend IN 46801		<b>CONTACT NAME:</b> Theresa Burns <b>PHONE (A/C, No, Ext):</b> (800) 814-2122 <b>FAX (A/C, No):</b> (800) 836-2122 <b>E-MAIL ADDRESS:</b> tburns@gibsonins.com																						
<b>INSURED</b> Atlas Excavating, Inc. 4740 Swisher Rd Building A West Lafayette IN 47906-9782		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Hanover Amer Ins Co</td> <td>36064</td> </tr> <tr> <td>INSURER B:</td> <td>Citizens Ins Co of Amer</td> <td>31534</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Hanover Amer Ins Co	36064	INSURER B:	Citizens Ins Co of Amer	31534	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER C:																								
INSURER D:																								
INSURER E:																								
INSURER F:																								

**COVERAGES**      **CERTIFICATE NUMBER:** 6-11-20/21 Liability      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD   WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU <input checked="" type="checkbox"/> Contractual Liability  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		ZDWH275509 (Offsite Only)	06/11/2020	06/11/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		AWWH275149	06/11/2020	06/11/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$ 0		U7WH275513 (Offsite Only)	06/11/2020	06/11/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A W7WH275131	06/11/2020	06/11/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Certificate holder, The Owner, the Engineer and each of their agents, and employees are additional insured with respect to general liability coverages as required by written contract.

<b>CERTIFICATE HOLDER</b>  AMERICAN SUBURBAN UTILITIES, INC. 3350 West 250 North  West Lafayette IN 47906	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

**Kimberley Estates Lift Station - Life Cycle Cost Analysis**

**Annual Operation and Maintenance ("O&M") Costs**

<b>Task / Item</b>	<b>2021 OUCC Est. Annual O&amp;M</b>
Labor - Rounds One Field Maint. At 0.75 hours per day at \$34.80/hr	\$ 9,527
Office - allowance for paying power bill, ordering parts, etc.	\$ 100
Purchased Power (2020 cost was \$4,177)	\$ 4,302
Pull pumps, clean, and inspect, return to service	\$ 300
Clean wetwell allowance (twice annually at \$250 each)	\$ 500
Pump replacement allowance every ten years at \$3,500 per pump	\$ 700
Controls and electrical allowance of \$200 per year	\$ 200
Total	<u>\$ 15,629</u>
Use	<u><u>\$ 15,500</u></u>

**Present Value ("PV") Calculations**

<b>Option</b>	<b>Capital Cost (Replace)</b>	<b>Annual O&amp;M</b>	<b>Annual O&amp;M Cost - PV</b>	<b>Total PV</b>
<b>Option 1</b> - Pump Flow to Carriage Estates WWTP - replace Kimberley Estates LS and Construct a New 153 LF Force Main	\$ 802,346	\$ 15,500	\$ 303,807	\$ 1,106,153
<b>Option 2</b> - Send Flow to County Home WWTP - demolish Kimberley Estates LS (already paid for as part of the Big 3 Sewer project in 2015	\$ -	\$ -	\$ -	\$ -

**2023 Total Project Cost to Replace the Kimberley Est. LS using ASU's Cause No. 44272 Cost Estimate**

Source: 44272,ASU, Beyer Rebuttal, Petitioner's Exhibit TAB-R3 04/09/2013

**Big Oaks & Kimberley Estates Lift Station & Forcemain Construction Cost**

Description	Qty	Unit	Unit Cost	Total
Lift Station Wet Well - 84"	1	EA	\$45,000	\$45,000
Lift Station Wet Well - 96"	1	EA	\$80,000	\$80,000
Lift Station Valve Vault - 72"	2	EA	\$20,000	\$40,000
Epoxy Lining of Wet Well	2	EA	\$23,000	\$46,000
Lift Station Pumps & Piping - Mechanical	2	EA	\$115,000	\$230,000
Electrical	2	EA	\$30,000	\$60,000
Demo Exist. Lift Station & Bypass Pumping	2	EA	\$40,000	\$80,000
Lift Station Fence	2	EA	\$5,000	\$10,000
Gravel Drive to Lift Station	2	EA	\$2,500	\$5,000
Standby Generator	2	EA	\$35,000	\$70,000
6" PVC C-900 DR-18 - Open Cut	500	LF	\$40	\$20,000
6" PVC C-900 DR-18 - HDD	50	LF	\$130	\$6,500
8" PVC C-900 DR-18 - Open Cut	950	LF	\$50	\$47,500
8" PVC C-900 DR-18 - HDD	2,750	LF	\$60	\$165,000
Connect to Existing MH/STR	2	EA	\$5,000	\$10,000
Mobilization & Demobilization	1	LS	\$55,000	\$55,000
Yard Preparation & Seeding	6,000	SY	\$1.25	\$7,500
Disk Farm Ground	5,000	SY	\$0.15	\$750
Dewatering at Lift Station	2	EA	\$40,000	\$80,000
Clearing	0.50	AC	\$12,000	\$6,000
Air Release MH	3	EA	\$6,000	\$18,000
Epoxy Lining of MH	1	EA	\$5,000	\$5,000
<b>Big Oaks &amp; Kimberley Estates LS &amp; Forcemain Total Construction</b>				<b>\$1,087,250</b>
Engineering				\$ 53,000
Land Acquisition -Legal				\$ 155,000
Permanent Easement				\$ 66,000
Temporary Easement				\$ 4,000
Appraisal				\$ 124,000
Geotechnical Investigation				\$ 4,000
Testing				\$ 13,000
<b>Big Oaks &amp; Kimberley Estates LS &amp; Forcemain Total Project Cost</b>				<b>\$1,506,250</b>

OUCC Calculation at i=3%		
Replace Kimberley Estates Lift Station & 153 LF of FM		
Qty	2013 Costs	2023 Costs
0	\$ -	\$ -
1	\$ 80,000	\$ 107,513
1	\$ 20,000	\$ 26,878
1	\$ 23,000	\$ 30,910
1	\$ 115,000	\$ 154,550
1	\$ 30,000	\$ 40,317
1	\$ 40,000	\$ 53,757
1	\$ 5,000	\$ 6,720
1	\$ 2,500	\$ 3,360
1	\$ 35,000	\$ 47,037
153	\$ 6,120	\$ 8,225
0	\$ -	\$ -
0	\$ -	\$ -
0	\$ -	\$ -
1	\$ 5,000	\$ 6,720
0.4	\$ 22,000	\$ 29,566
900	\$ 1,125	\$ 1,512
0	\$ -	\$ -
1	\$ 40,000	\$ 53,757
0.1	\$ 1,200	\$ 1,613
0	\$ -	\$ -
1	\$ 5,000	\$ 6,720
	<b>\$430,945</b>	<b>\$579,154</b>
	\$ 21,007	\$ 28,232
	\$ 61,436	\$ 82,565
	\$ 26,160	\$ 35,157
	\$ 1,585	\$ 2,131
	\$ 49,149	\$ 66,052
	\$ 1,585	\$ 2,131
	\$ 5,153	\$ 6,925
	<b>\$597,021</b>	<b>\$802,346</b>

**BIG OAKS & KIMBERLEY ESTATES LIFT STATION & FORCEMAIN**

	<b>COST</b>
ENGINEERING	\$53,000
LAND ACQUISITION	
LEGAL	\$155,000
PERMANENT EASEMENT	\$66,000
TEMPORARY EASEMENT	\$4,000
APPRAISAL	\$124,000
GEOTECHNICAL INVESTIGATION	\$4,000
CONSTRUCTION	\$1,087,250
TESTING	\$13,000
<b>TOTAL</b>	<b>\$1,506,250</b>



<b>Big Oaks &amp; Kimberley Estates Lift Station &amp; Forcemain Construction Cost</b>				
<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Biditem Total</b>
Lift Station Wet Well - 84"	1	EA	\$45,000	\$45,000
Lift Station Wet Well - 96"	1	EA	\$80,000	\$80,000
Lift Station Valve Vault - 72"	2	EA	\$20,000	\$40,000
Epoxy Lining of Wet Well	2	EA	\$23,000	\$46,000
Lift Station Pumps & Piping - Mechanical	2	EA	\$115,000	\$230,000
Electrical	2	EA	\$30,000	\$60,000
Demo Existing Lift Station & Bypass Pumping	2	EA	\$40,000	\$80,000
Lift Station Fence	2	EA	\$5,000	\$10,000
Gravel Drive to Lift Station	2	EA	\$2,500	\$5,000
Standby Generator	2	EA	\$35,000	\$70,000
6" PVC C-900 DR-18 - Open Cut	500	LF	\$40	\$20,000
6" PVC C-900 DR-18 - HDD	50	LF	\$130	\$6,500
8" PVC C-900 DR-18 - Open Cut	950	LF	\$50	\$47,500
8" PVC C-900 DR-18 - HDD	2,750	LF	\$60	\$165,000
Connect to Existing MH/STR	2	EA	\$5,000	\$10,000
Mobilization & Demobilization	1	LS	\$55,000	\$55,000
Yard Preparation & Seeding	6,000	SY	\$1.25	\$7,500
Disk Farm Ground	5,000	SY	\$0.15	\$750
Dewatering at Lift Station	2	EA	\$40,000	\$80,000
Clearing	0.50	AC	\$12,000	\$6,000
Air Release MH	3	EA	\$6,000	\$18,000
Epoxy Lining of MH	1	EA	\$5,000	\$5,000
<b>Big Oaks &amp; Kimberley Estates Lift Station &amp; Forcemain Total</b>				<b>\$1,087,250</b>



ASU note to IDEM - November 2015  
Monthly Report of Operation - County Home WWTP

December 18, 2015  
County Home III W.W.T.P.

Gentlemen:

1. The November, 2015 MRO report for the County Home III W.W.T.P. does not include the Suspended Solids data for the first nine (9) days of the month. This data was supposedly done by Mr. Dennis Crandall's Company but, if it was, it was never turned over to ASU.

The December, 2015 MRO report will be complete.

2. The County Home III November, 2015 DMR report listed E. coli by mistake and therefore we listed N/A in the box for Frequency of Analysis which was acceptable to IDEM. Refer to attached December 16, 2015 E-mail from Julie Bye.
3. The County Home III Plant started discharging from the SBR plant on Thursday, November 19, 2015. The new SBR experienced two (2) solids and one (1) ammonia nitrogen exceedance due to old sludge in the plant. The sludge has been freshen with sludge from the Carriage Estates II plant and by the end of the month effluent solids and ammonia nitrogen were well below the plant's effluent limits.
4. The Kimberly Lift Station was removed from service and approximately 150,000 GPD of sewage was diverted from the Carriage Estates II Plant to the County Home III Plant.

**OUCG DR 17-002**

02/17/2016

**DATA INFORMATION REQUEST**  
**American Suburban Utilities, Inc.**

**Cause No. 44676**

**Information Requested:**

Please provide a map showing the service areas for the Carriage Estates and County Home wastewater treatment plants prior to the Big-3 Sewer project.

**Information Provided:**

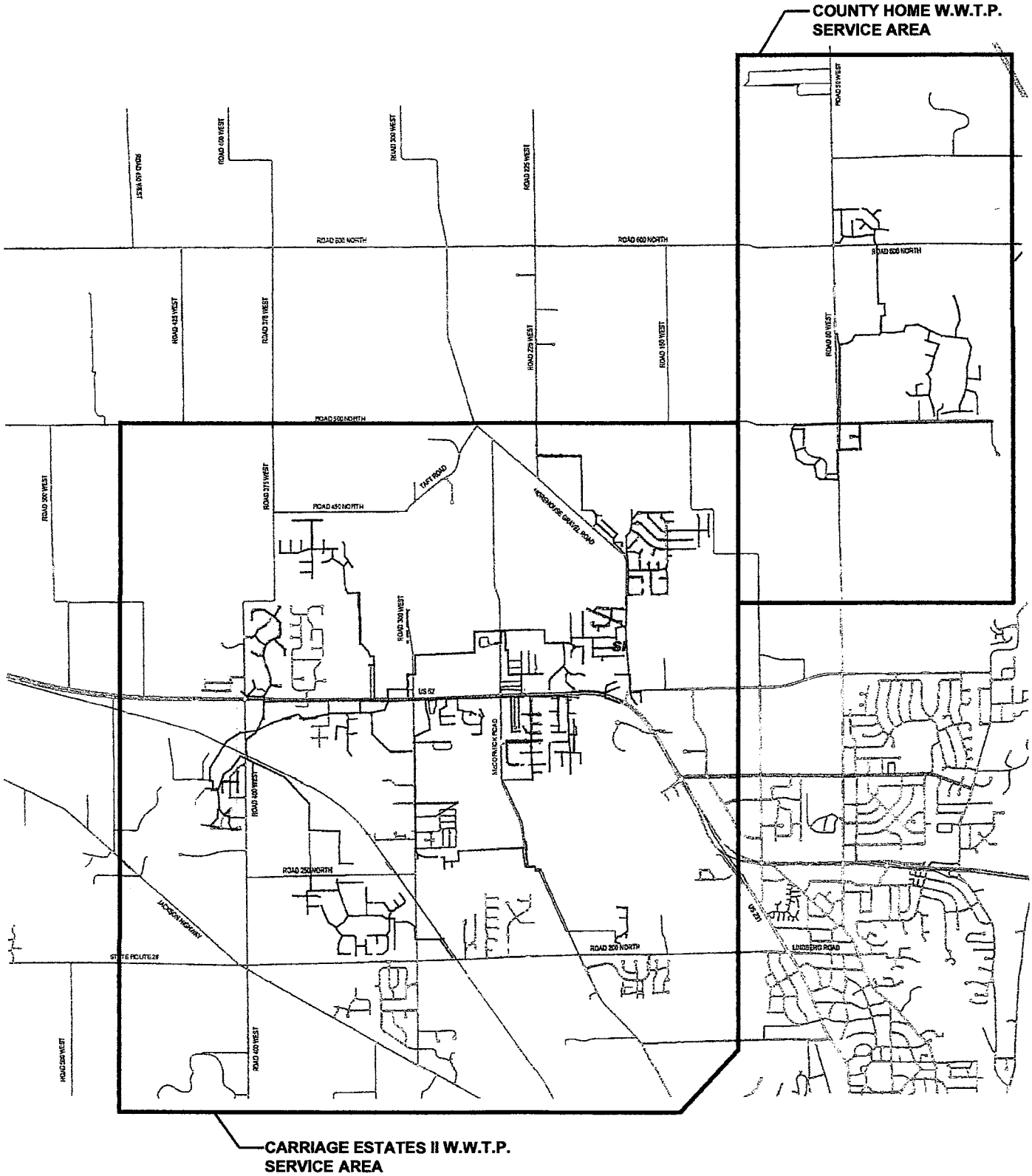
Please refer to attached Map 1 "Service Areas of ASU Treatment Plants".

**Attachments:**

Attachment to OUCG DR 17-2.pdf

02/17/2016

# AMERICAN SUBURBAN UTILITIES, INC. SEWER LOCATION MAP



**MAP 1**  
**SERVICE AREA OF ASU TREATMENT PLANTS**

**OUCR DR 17-003**

02/17/2016

**DATA INFORMATION REQUEST  
American Suburban Utilities, Inc.**

**Cause No. 44676**

**Information Requested:**

Please provide a map showing the current service areas for the Carriage Estates and County Home wastewater treatment plants after completion of the Big-3 Sewer project.

**Information Provided:**

Please refer to attached Map 2 "Current Service Areas of ASU Treatment Plants".

**Attachments:**

Attachment to OUCC DR 17-3.pdf



**OUCG DR 8-32**

03/11/2022

**DATA INFORMATION REQUEST  
American Suburban Utilities, Inc.**

**Cause No. 45649-U**

**Information Requested:**

Please provide (1) the executed construction contract with Atlas Excavating, Inc. for the Cumberland Road sewer project, and (2) a copy of the Notice to Proceed.

**Information Provided:**

See Attachment 8-32.1 and Attachment 8-32.2

**Attachments:**

OUCG DR 8-31 Attachment 1.pdf  
OUCG DR 8-31 Attachment 2.pdf

DL 20340  
Rec'd 26 Oct-20

**SPECIMEN FORM OF CONTRACT**

THIS CONTRACT, made the 15th day of November, 2019, by and between Atlas Excavating, Inc., herein after called the "Contractor", and American Suburban Utilities, Inc., hereinafter called the "Owner", WITNESSETH, that the Contractor and the Owner, for the consideration stated herein, agree as follows:

**ARTICLE I. SCOPE OF WORK.** The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, equipment, and all utility and transportation services required to perform and complete in a workmanlike manner the construction of

**Cumberland Sanitary Sewer Project for  
American Suburban Utilities, Inc.  
West Lafayette, Indiana**

for the Owner, all in strict accordance with the Drawings and Specifications, including any and all addenda, which Drawings and Specifications are made a part of this Contract, and in strict compliance with the Contractor's proposal and the other Contract Documents herein mentioned which are a part of this Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

**ARTICLE II. THE CONTRACT PRICE.** The Owner shall pay to the Contractor for the performance of this Contract, subject to any additions or deductions provided therein, in current funds, the contract price of

One Million Three Hundred Thousand Dollars (\$1,300,000 ).

Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

**ARTICLE III. COMPONENT PARTS OF THIS CONTRACT.** This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached.

1. Construction Contract
2. Contractor's Proposal
3. Advertisement for Bids
4. Specifications (including Addenda)
  - a. Bidder's Information
  - b. General Conditions of the Contract
  - c. Detailed Specifications
5. Drawings



In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision that is most restrictive shall govern, except as may be otherwise specifically stated.

**ARTICLE IV. GUARANTEE.** The Contractor hereby agrees to protect the Owner against imperfections in materials, equipment and workmanship, which may be or which may become apparent during the period of construction or erection, or which may develop within a period of three (3) years subsequent to the date of final acceptance by the Owner and the Contractor shall, at his own expense, remove and replace in whole or in part any such work, materials, or equipment which may prove defective or unsuitable for the service performed or to be performed and/or which may show unreasonable deterioration within said period, upon the written demand and to the full satisfaction of the Owner.

The undersigned further agrees to substantially complete the furnishing and construction of such work, ready for continuous and satisfactory operation in all respects, within 365 days of Notice to Proceed.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in 2 original counterparts the day and year first above written.

Atlas Excavating, Inc.  
Contractor  
By [Signature]  
Casey Dixon  
Title Secretary

Notary Public Seal: State of Indiana, County of Tippecanoe, Elizabeth A. Golden, My Commission Expires: 02/11/2021

American Suburban Utilities, Inc.  
Owner  
By [Signature]  
Scott Lods  
President

(SEAL)

Attest:

[Signature: Toni Marie Neal]

19-Nov-19

Date

TONI MARIE NEAL  
Notary Public, State of Indiana  
Cass County  
Commission # 881946  
My Commission Expires  
March 16, 2024



**Cumberland Sanitary Sewer Project**  
**American Suburban Utilities, Inc.**  
**ITEMIZED PROPOSAL - ADDENDUM 2**

Item No.	Description	BASE BID	Quantity	Unit	Unit Price	Extended Price
1.0	Mobilization & Demobilization		1	LS	\$ 93,166.00	\$ 93,166.00
2.0	Construction Entrance (12x50'x12' or Equal)		2	EA	\$ 3,500.00	\$ 7,000.00
3.0	Tree Clearing		2	AC	\$ 12,400.00	\$ 24,800.00
4.0	15" PVC SDR-26 (Avg. Depth = 30.0')		4,051	LF	\$ 234.00	\$ 947,934.00
5.0	20" MH (Avg. Ht. Rim to Inv. = 31.1')		11	EA	\$ 12,000.00	\$ 132,000.00
6.0	20" Drop MH (MH 541; Use 8" Inv. South = 860.00)		1	EA	\$ 18,000.00	\$ 18,000.00
7.0	Tie-In to Existing MH/Sewer		2	EA	\$ 9,700.00	\$ 19,400.00
8.0	Dewatering		1	LS	\$ 0.00	\$ 0.00
9.0	Yard Preparation & Seeding		2	AC	\$ 12,800.00	\$ 25,600.00
10.0	Farm Field Restoration		5.5	AC	\$ 4,400.00	\$ 24,200.00
11.0	Remove 15" Plug; Disconnect Ex. 10" & Patch MH		1	LS	\$ 7,900.00	\$ 7,900.00
<b>Base Bid (Lump Sum) =</b>						<b>\$ 1,300,000.00</b>

Item No.	Description	ALTERNATES	Quantity	Unit	Unit Price	Extended Price
12.0	Performance & Payment Bond		1	LS	\$ 21,300.00	\$ 21,300.00
13.0	3-Year 10% Maintenance Bond Instead of Warranty		1	LS	\$ 9,500.00	\$ 9,500.00
17.0	Deduct for having full access to 40-foot wide permanent easement through the wetlands shown on the plans (INCLUDED IN BASE BID)		1	LS	\$ 0.00	\$ 0.00
<b>Staking and As-Builts by Owner</b>						

CONTRACTOR: Atlas Excavating, Inc.  
 ADDRESS: 4740 Swisher Road, West Lafayette, IN 47906  
 TELEPHONE: 765-429-4600  
 FAX: 765-429-5400  
 CONTACT: Casey Dillon  
 EMAIL: CaseyD@atlasexcavating.com



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## Contract and Notice to Proceed

1 message

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**Tim Beyer** <tim.beyer.asu@gmail.com>

Tue, Nov 12, 2019 at 5:07 PM

To: Bret D <bret@d@atlasexcavating.com>, Steve Rich <stever@atlasexcavating.com>

Cc: inbox@asucorp.com

Bret,

Please execute 2 copies of the attached and return to us. We will execute a return a copy for your records.

Thanks.

Timothy A. Beyer, PE, LS  
American Suburban Utilities, Inc.  
3350 West 250 North  
West Lafayette, Indiana 47906  
Phone: (765) 463-3856  
Fax: (765) 463-3855  
E-mail: tim.beyer.asu@gmail.com  
Web: www.asuutilities.com  
LinkedIn: www.linkedin.com/in/timbeyer

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### 2 attachments

 **Atlas Contract.pdf**  
106K

 **Notice to Proceed.pdf**  
30K



**NOTICE TO PROCEED**  
**CUMBERLAND SANITARY SEWER PROJECT**

Date: November \_\_\_\_\_, 2019

To: Atlas Excavating, Inc.

You are hereby notified to commence work in accordance with the Contract dated \_\_\_\_\_, 2019, and you are to substantially complete the work within 365 calendar days of this notice, along with intermediate completion dates noted in the contract documents.

Detailed requirements of the work are found in the contract documents.

By: \_\_\_\_\_  
Scott L. Lods, American Suburban Utilities, Inc.

**ACCEPTANCE OF NOTICE**

Receipt of the above notice to proceed is hereby acknowledged by Atlas Excavating, Inc., this \_\_\_\_\_ day of November, 2019.

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**OUCR DR 8-33**

03/11/2022

**DATA INFORMATION REQUEST  
American Suburban Utilities, Inc.**

**Cause No. 45649-U**

**Information Requested:**

On December 2, 2021, ASU transmitted by email the first pages only of Pay Application Nos. 1-10 for the Cumberland Road Sewer project through an email responding to the OUCC's informal request for information. Please provide complete copies of Atlas Excavating, Inc.'s Application for Payment including the percent completion of the Schedule of Values.

**Information Provided:**

See attached Zip file – Attachment 8-33.

**Attachments:**

OUCR DR 8-33 Attachment.zip

AIA Type Document  
Application and Certification for Payment

TO (OWNER): CUMBERLAND SANITARY SEWER

PROJECT: CUMBERLAND SANITARY SEWER

APPLICATION NO: 1  
PERIOD TO: 11/30/2019

DISTRIBUTION  
TO:  
\_ OWNER  
\_ ARCHITECT  
\_ CONTRACTOR

FROM (CONTRACTOR): Atlas Excavating, Inc.  
4740 Swisher Road  
West Lafayette, IN 47906

VIA (ARCHITECT):

ARCHITECT'S  
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for Payment, as shown below, in connection with the Contract.  
Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM .....	\$	1,300,000.00
2. Net Change by Change Orders .....	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) .....	\$	1,300,000.00
4. TOTAL COMPLETED AND STORED TO DATE .....	\$	179,376.40
<b>5. RETAINAGE:</b>		
a. 10.00 % of Completed Work	\$	17,937.64
b. 0.00 % of Stored Material	\$	0.00
Total retainage (Line 5a + 5b) .....	\$	17,937.64
6. TOTAL EARNED LESS RETAINAGE .....	\$	161,438.76
(Line 4 less Line 5 Total)		
<b>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT</b>		
(Line 6 from prior Certificate) .....	\$	0.00
8. CURRENT PAYMENT DUE .....	\$	161,438.76
<b>9. BALANCE TO FINISH, INCLUDING RETAINAGE</b>		
(Line 3 less Line 6)	\$	1,138,561.24

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order	0.00	

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: Atlas Excavating, Inc.  
4740 Swisher Road West Lafayette, IN 47906

By: Bret Dierdorf / Project Manager Date: 11/15/19  
 Notary Public, State of IN, County of Tippecanoe  
 Subscribed and Sworn to before me this 15th Day of November 2019  
 My Commission Expires: 02/11/2021

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:  
By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA Type Document  
Application and Certification for Payment

TO (OWNER): CUMBERLAND SANITARY SEWER

PROJECT: CUMBERLAND SANITARY SEWER

APPLICATION NO: 1  
PERIOD TO: 11/30/2019

DISTRIBUTION  
TO:  
\_ OWNER  
\_ ARCHITECT  
\_ CONTRACTOR

FROM (CONTRACTOR): Atlas Excavating, Inc.  
4740 Swisher Road  
West Lafayette, IN 47906

VIA (ARCHITECT):

ARCHITECT'S  
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	PLAN QTY	UNIT PRICE	SCHEDULED VALUE	PREVIOUSLY COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMPLETED AND STORED	%	BALANCE
1	Mobilization & Demobilization	1.000	93,166.0000	93,166.00	.000	0.00	.500	46,583.00	0.00	46,583.00	50.00	46,583.00
2	Construction Entrance (12'x50'x12" or Equal)	2.000	3,500.0000	7,000.00	.000	0.00	1.000	3,500.00	0.00	3,500.00	50.00	3,500.00
3	Tree Clearing	2.000	12,400.0000	24,800.00	.000	0.00	2.000	24,800.00	0.00	24,800.00	100.00	.00
4	15" PVC SDR-26 (Avg. Depth = 30.0')	4,051.000	234.0000	947,934.00	.000	0.00	405.100	94,793.40	0.00	94,793.40	10.00	853,140.60
5	60" MH (Avg. Ht Rim to Inv. South = 31.1')	11.000	12,000.0000	132,000.00	.000	0.00	.000	0.00	0.00	0.00	.00	132,000.00
6	60" Drop MH (MH 541; Use 8" Inv. South = 680.00)	1.000	18,000.0000	18,000.00	.000	0.00	.000	0.00	0.00	0.00	.00	18,000.00
7	Tie-In to Existing MH/Sewer	2.000	9,700.0000	19,400.00	.000	0.00	1.000	9,700.00	0.00	9,700.00	50.00	9,700.00
8	Dewatering	.000	.0000	0.00	.000	0.00	.000	0.00	0.00	0.00	.00	.00
9	Yard Preparation & Seeding	2.000	12,800.0000	25,600.00	.000	0.00	.000	0.00	0.00	0.00	.00	25,600.00
10	Farm Field Restoration	5.500	4,400.0000	24,200.00	.000	0.00	.000	0.00	0.00	0.00	.00	24,200.00
11	Remove 15" Plug; Disconnect Ex. 10" & Patch MH	1.000	7,900.0000	7,900.00	.000	0.00	.000	0.00	0.00	0.00	.00	7,900.00
<b>REPORT TOTALS</b>				<b>\$1,300,000.00</b>		<b>\$0.00</b>		<b>\$179,376.40</b>		<b>\$179,376.40</b>		
									<b>\$0.00</b>			<b>\$1,120,623.60</b>





AIA Type Document  
Application and Certification for Payment

TO (OWNER): CUMBERLAND SANITARY SEWER

PROJECT: CUMBERLAND SANITARY SEWER  
WEST LAFAYETTE, IN 47906

APPLICATION NO: 2  
PERIOD TO: 12/31/2019

DISTRIBUTION  
TO:  
\_ OWNER  
\_ ARCHITECT  
\_ CONTRACTOR

FROM (CONTRACTOR): Atlas Excavating, Inc.  
4740 Swisher Road  
West Lafayette, IN 47906

VIA (ARCHITECT):

ARCHITECT'S  
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for Payment, as shown below, in connection with the Contract.  
Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM .....	\$	1,300,000.00
2. Net Change by Change Orders .....	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) .....	\$	1,300,000.00
4. TOTAL COMPLETED AND STORED TO DATE .....	\$	283,359.06
<b>5. RETAINAGE:</b>		
a. 10.00 % of Completed Work	\$	21,710.64
b. 10.00 % of Stored Material	\$	6,625.27
Total retainage (Line 5a + 5b) .....	\$	28,335.91
6. TOTAL EARNED LESS RETAINAGE .....	\$	255,023.15
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) .....	\$	161,438.76
8. CURRENT PAYMENT DUE .....	\$	93,584.39
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	1,044,976.85

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order	0.00	

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: Atlas Excavating, Inc.  
4740 Swisher Road West Lafayette, IN 47906

By: Bret Dierdorf Date: 1/20/20  
Bret Dierdorf / Project Manager

State of: IN  
County of: Tippecanoe  
Subscribed and Sworn to before me this 20 Day of January 2020  
Notary Public: Elizabeth A. Gold  
My Commission Expires: 02/11/2021

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED .....

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:  
By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



AIA Type Document  
Application and Certification for Payment

TO (OWNER): CUMBERLAND SANITARY SEWER

PROJECT: CUMBERLAND SANITARY SEWER  
WEST LAFAYETTE, IN 47906

APPLICATION NO: 2  
PERIOD TO: 12/31/2019

DISTRIBUTION  
TO:  
\_ OWNER  
\_ ARCHITECT  
\_ CONTRACTOR

FROM (CONTRACTOR): Atlas Excavating, Inc.  
4740 Swisher Road  
West Lafayette, IN 47906

VIA (ARCHITECT):

ARCHITECT'S  
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	PLAN QTY	UNIT PRICE	SCHEDULED VALUE	PREVIOUSLY COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMPLETED AND STORED	%	BALANCE
1	Mobilization & Demobilization	1.000	93,166.0000	93,166.00	.500	46,583.00	.000	0.00	0.00	46,583.00	50.00	46,583.00
2	Construction Entrance (12'x50'x12" or Equal)	2.000	3,500.0000	7,000.00	1.000	3,500.00	1.000	3,500.00	0.00	7,000.00	100.00	.00
3	Tree Clearing	2.000	12,400.0000	24,800.00	2.000	24,800.00	.000	0.00	0.00	24,800.00	100.00	.00
4	15" PVC SDR-26 (Avg. Depth = 30.0')	4,051.000	234.0000	947,934.00	405.100	94,793.40	95.000	22,230.00	47,972.66	164,996.06	17.41	782,937.94
5	60" MH (Avg. Ht Rim to Inv. South = 31.1')	11.000	12,000.0000	132,000.00	.000	0.00	1.000	12,000.00	18,280.00	30,280.00	22.94	101,720.00
6	60" Drop MH (MH 541; Use 8" Inv. South = 680.00)	1.000	18,000.0000	18,000.00	.000	0.00	.000	0.00	0.00	0.00	.00	18,000.00
7	Tie-In to Existing MH/Sewer	2.000	9,700.0000	19,400.00	1.000	9,700.00	.000	0.00	0.00	9,700.00	50.00	9,700.00
8	Dewatering	.000	.0000	0.00	.000	0.00	.000	0.00	0.00	0.00	.00	.00
9	Yard Preparation & Seeding	2.000	12,800.0000	25,600.00	.000	0.00	.000	0.00	0.00	0.00	.00	25,600.00
10	Farm Field Restoration	5.500	4,400.0000	24,200.00	.000	0.00	.000	0.00	0.00	0.00	.00	24,200.00
11	Remove 15" Plug; Disconnect Ex. 10" & Patch MH	1.000	7,900.0000	7,900.00	.000	0.00	.000	0.00	0.00	0.00	.00	7,900.00
<b>REPORT TOTALS</b>				<b>\$1,300,000.00</b>		<b>\$179,376.40</b>		<b>\$37,730.00</b>		<b>\$283,359.06</b>		
									<b>\$66,252.66</b>			<b>\$1,016,640.94</b>



**AFFIDAVIT and WAIVER OF LIEN**

Final       Partial       Payment to Follow

**Bret Dierdorf** being duly sworn states that he is Project Manager of **Atlas Excavating, Inc.** to furnish

(Company)

certain materials and / or labor as follows: Prime Contractor for the project known as **Cumberland Sanitary Sewer**

(Job Name)

located at **West Lafayette, IN** and owned by **American Suburban** and does hereby further state on

Job Location

Utilities, Inc

Owner

behalf of the aforementioned contractor:

(PARTIAL WAIVER) that there is due from the Owner the sum of:

**Ninety-Three Thousand Five Hundred Eighty-Four Dollars and Thirty-Nine Cents (\$93,584.39)  
Pay Application #2**

\_\_\_\_ Receipt of which is hereby acknowledged, or

The payment of which has been promised as the sole consideration for this Affidavit and Partial Waiver of Lien, which is given solely in respect to said amount, and which waiver shall be effective only upon receipt of payment thereof by the undersigned:

(FINAL WAIVER) that the final balance due from the Owner is the sum of:

\_\_\_\_ Receipt of which is hereby acknowledged, or

\_\_\_\_ The payment of which as been promised as the sole consideration for this Affidavit and Final Waiver of Lien, which shall become effective upon receipt of such payment.

THEREFORE, the undersigned waives and releases unto the Owner and General Contractor of said premises, any and all lien or claim whatsoever on the above-described property and improvements thereon on account of Labor or Material or Both, furnished by the undersigned thereto, subject to limitations or conditions expressed herein, if any; and further certifies that no other party has any claim or right to a lien on account of any work performed or material furnished to the undersigned for said Project, and within the scope of this Affidavit and Waiver.

**Atlas Excavating, Inc.** Bret Dierdorf  
(Bret Dierdorf, Project Manager)

WITNESS MY HAND AND NOTARY SEAL, this 20<sup>th</sup> Day of January

My Commission Expires: 02/11/2021

Residing in: Tippecanoe



Notary Signature Elizabeth A. Golden

Est. No. 2 Sheet 1 of 1  
 From 12/1/2019 to 12/31/2019

Atlas Excavating, Inc. 4740 Swisher Road, West Lafayette, IN 47906

(Contractor)		(Address)								
Material	Item #	Cost Code	Received To Date	Used To Date	On Hand	Invoice Unit Prices	Value	Invoice #		
15X14 RT PVC SWR PIPE	4		4051	500.1	3550.9	\$ 13.51	\$ 47,972.66	5629254, 5650279, 5649091		
STR #543,542,541,540,539	5		5	1	4	\$ 4,570.00	\$ 18,280.00	3356811-00, 3354854-00, 3354852-00, 3353945-00, 3353939-00		

**Value of Material on Hand..... \$ 66,252.66**

Page No.	1
Invoice No.	5629254
Inv. Date:	2/11/19
Order No.	5629254
Cust. No.	4648
Branch No.	190

**REMIT TO**  
 TEAM EJP Lafayette, IN.  
 E.J. PRESCOTT INC.  
 P.O. BOX 350002  
 BOSTON, MA 02241-0502

**WAREHOUSE**  
 TEAM EJP Lafayette, IN.  
 400 Hamman Street  
 Lafayette, IN 47905  
 Telephone: 765-449-2723

**DEL TO**  
 ATLAS EXCAVATING  
 4740 SWISHER ROAD  
 BUILDING A  
 WEST LAFAYETTE, IN 47906

**SHIP TO**  
 ATLAS EXCAVATING  
 CUMBERLAND AVE & KLONDIKE RD  
 SEAN MCTAGUE 765-479-9591  
 WEST LAFAYETTE, IN 47906

*167371*  
*WP*

Customer P.O. No.	Job Name	Job No.	Sls	Due Date	Ship Date	Shipping Method	
CUMBERLAND <i>U915</i>	CUMBERLAND SAN	C19-15	109	1/10/20	12/09/19	Direct	Prepaid

Ln	Product No. / Description	U/M	Qty.	Price	Disc%	Extended
1	27053 2 15X14 RT PVC SWR PIPE SDR26 HWAL	FT	1512	13.5100		20,427.12

PLEASE USE THE REMIT TO ADDRESS BELOW TO MAIL YOUR PAYMENT FOR FASTEST CREDIT TO YOUR ACCOUNT. P.O. BOX 350002 BOSTON, MA. 02241-0502	Amount	20,427.12
	Tax Amt	.00
	Freight	.00
	Other Chg	.00
	<b>TOTAL DUE</b>	<b>20,427.12</b>

**ORDER**  
 TEAM EJP Lafayette, IN.  
 E.J. PRESCOTT INC.  
 P.O. BOX 350002  
 BOSTON, MA 02241-0502

**WAREHOUSE**  
 TEAM EJP Lafayette, IN.  
 400 Hamman Street  
 Lafayette, IN 47905  
 Telephone: 765-449-2723

Page No.	1
Invoice No.	5650279
Inv. Date:	2/16/19
Order No.	5650279
Cust. No.	4648
Branch No.	190

**DEST**  
 ATLAS EXCAVATING  
 4740 SWISHER ROAD  
 BUILDING A  
 WEST LAFAYETTE, IN 47906

**SHIP TO**  
 ATLAS EXCAVATING  
 CUMBERLAND AVE & KLONDIKE RD  
 SEAN MCTAGUE 765-479-9591  
 WEST LAFAYETTE, IN 47906

*167372*  
*W*

Customer P.O. No.	Job Name	Job No.	Sls	Due Date	Ship Date	Shipping Method
CUMBERLAND <i>0919</i>	CUMBERLAND SAN	C19-15	109	1/15/20	12/09/19	Direct Prepaid

Ln	Product No. / Description	U/M	Qty.	Price	Disc%	Extended
1	27053 2 15X14 RT PVC SWR PIPE SDR26 HWAL	FT	1036	13.5100		13,996.36

PLEASE USE THE REMIT TO ADDRESS BELOW TO MAIL YOUR  
 PAYMENT FOR FASTEST CREDIT TO YOUR ACCOUNT.  
 P.O. BOX 350002 BOSTON, MA. 02241-0502

Amount	13,996.36
Tax Amt	.00
Freight	.00
Other Chg	.00
<b>TOTAL DUE</b>	<b>13,996.36</b>

**PIERCE**  
**OF**  
 TEAM EJP Lafayette, IN.  
 E.J. PRESCOTT INC.  
 P.O. BOX 350002  
 BOSTON, MA  
 02241-0502

**WAREHOUSE**  
 TEAM EJP Lafayette, IN.  
 400 Hamman Street  
 Lafayette, IN 47905  
 Telephone: 765-449-2723

Page No.	5649091
Invoice No.	2711/19
Inv. Date:	5649091
Order No.	4648
Cust. No.	190
Branch No.	

**DISTRIBUTION**  
 ATLAS EXCAVATING  
 4740 SWISHER ROAD  
 BUILDING A  
 WEST LAFAYETTE, IN  
 47906

**SHIP TO**  
 ATLAS EXCAVATING  
 CUMBERLAND AVE & KLONDIKE RD  
 SEAN MCTAGUE 765-479-9591  
 WEST LAFAYETTE, IN  
 47906

167373  
 UP

Customer P.O. No.	Job Name	Job No.	Sls	Due Date	Ship Date	Shipping Method	
CUMBERLAND	CUMBERLAND SAN	C19-15	109	1/10/20	12/09/19	Direct	Prepaid

Ln	Product No. / Description	U/M	Qty.	Price	Disc%	Extended
1	27053 2 15X14 RT PVC SWR PIPE SDR26 HWAL	FT	1512	13.5100		20,427.12

PLEASE USE THE REMIT TO ADDRESS BELOW TO MAIL YOUR  
 PAYMENT FOR FASTEST CREDIT TO YOUR ACCOUNT.  
 P.O. BOX 350002 BOSTON, MA. 02241-0502

Amount	20,427.12
Tax Amt	.00
Freight	.00
Other Chg	.00

TOTAL DUE	20,427.12
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(800) 289-2569 Fax: (715) 443-3768  
 P.O. BOX 100  
 MARATHON, WI 54448-0100

OUCS Attachment JTP-8

Cause No. 45649-U		INVOICE DATE	ORDER NO.
SHIPPED	12/17/19	12/17/19	3356811-00
Page 18 of 77		P.O. NO.	PAGE #
57	jhol	TBA	1 of 1

CUST #: 130200

SHIP TO: CUMBERLAND SANITARY SEWER PROJ  
 \*19-0903\* BRET - 765-637-9124  
 KLONDIKE RD & CUMBERLAND AVE  
 WEST LAFAYETTE IN 47906

BILL TO: ATLAS EXCAVATING INC  
 4740 SWISHER RD BLDG A  
 WEST LAFAYETTE IN 47906

RECEIVED

DEC 23 2019

ATLAS EXCAVATING, INC.

*1915*

*12/23/19  
UP*

LINE NO.	PRODUCT AND DESCRIPTION	QTY. SHIPPED	QTY. U/M	UNIT PRICE	AMOUNT (NET)
1	sp57-19-0903-005f STR# 543 Sec F 60 SAN MH	1.00	EA	4570.00	4570.00
3	SP57-19-0903-005E2 STR# 543 Sec E2 60 SAN MH RISER	1.00	EA	0.00	0.00
4	SP57-19-0903-005E1 STR# 543 Sec E1 60 SAN MH RISER	1.00	EA	0.00	0.00
5	sp57-19-0903-005d STR# 543 Sec D 60 SAN MH RISER	1.00	EA	0.00	0.00
6	sp57-19-0903-005c STR# 543 Sec C 60 SAN MH RED LID	1.00	EA	0.00	0.00
7	sp57-19-0903-005b STR# 543 Sec B 48 SAN MH CONE	1.00	EA	0.00	0.00
8	7AR2404IN ADJ RING 24" X 4" CONC	1.00	EA	0.00	0.00
9	7G0060IN GASKET - 60" MH (839388)	4.00	EA	0.00	0.00
10	7G0048IN GASKET - 48" MH (839322)	1.00	EA	0.00	0.00
13	700250 JT SEAL 3/4" X 14.5' (8/CASE)	1.00	ROLL	0.00	0.00
				Total	4570.00
				Invoice Total	4570.00



**INVOICE**



(800) 289-2569 Fax: (715) 443-3768  
P.O. BOX 100  
MARATHON, WI 54448-0100

SHIPPED		INVOICE DATE	ORDER NO.
12/10/19		12/10/19	3354854-00
		P.O. NO.	PAGE #
57	jhol	TBA	1 of 1

CUST #: 130200

SHIP TO: CUMBERLAND SANITARY SEWER PROJ  
\*19-0903\* SHAWN 765-479-9591  
KLONDIKE RD & CUMBERLAND AVE  
WEST LAFAYETTE IN 47906

BILL TO: ATLAS EXCAVATING INC  
4740 SWISHER RD BLDG A  
WEST LAFAYETTE IN 47906

*agis* *127 308*  
*wp*

LINE NO.	PRODUCT AND DESCRIPTION	QTY. SHIPPED	QTY. U/M	UNIT PRICE	AMOUNT (NET)
1	sp57-19-0903-004f STR# 542 Sec F 60 SAN MH	1.00	EA	4570.00	4570.00
2	sp57-19-0903-004e1 STR# 542 Sec E1 60 SAN MH RISER	1.00	EA	0.00	0.00
3	SP57-19-0903-004E2 STR# 542 Sec E2 60 SAN MH RISER	1.00	EA	0.00	0.00
4	SP57-19-0903-004d STR# 542 Sec D 60 SAN MH RED LID	1.00	EA	0.00	0.00
5	SP57-19-0903-004c STR# 542 Sec C 48 SAN MH RISER	1.00	EA	0.00	0.00
6	SP57-19-0903-004b STR# 542 Sec B 48 SAN MH CONE	1.00	EA	0.00	0.00
7	7AR2404IN ADJ RING 24" X 4" CONC	1.00	EA	0.00	0.00
8	7G0060IN GASKET - 60" MH (839388)	3.00	EA	0.00	0.00
9	7G0048IN GASKET - 48" MH (839322)	2.00	EA	0.00	0.00
10	7MAST04 ROPE MASTIC 1" X 14.5' ROLL, 8 ROLLS/BOX	1.00	ROLL	0.00	0.00
				Total	4570.00
				Invoice Total	4570.00

*12/10/19*



**INVOICE**



(800) 289-2569 Fax: (715) 443-3768  
 P.O. BOX 100  
 MARATHON, WI 54448-0100

SHIPPED		INVOICE DATE	ORDER NO.
12/10/19		12/10/19	3354852-00
		P.O. NO.	PAGE #
57	jhol	TBA	1 of 1

CUST #: 130200

SHIP TO: CUMBERLAND SANITARY SEWER PROJ  
 \*19-0903\* SHAWN 765-479-9591  
 KLONDIKE RD & CUMBERLAND AVE  
 WEST LAFAYETTE IN 47906

BILL TO: ATLAS EXCAVATING INC  
 4740 SWISHER RD BLDG A  
 WEST LAFAYETTE IN 47906

*0915*

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up*

LINE NO.	PRODUCT AND DESCRIPTION	QTY. SHIPPED	QTY. U/M	UNIT PRICE	AMOUNT (NET)
1	sp57-19-0903-003f STR# 541 Sec F 60 SAN MH	1.00	EA	4570.00	4570.00
2	SP57-19-0903-003E1 STR# 541 Sec E1 60 SAN MH RISER	1.00	EA	0.00	0.00
3	SP57-19-0903-003E2 STR# 541 Sec E2 60 SAN MH RISER	1.00	EA	0.00	0.00
4	SP57-19-0903-003d STR# 541 Sec D 60 SAN MH RED LID	1.00	EA	0.00	0.00
5	SP57-19-0903-003c STR# 541 Sec C 48 SAN MH RISER	1.00	EA	0.00	0.00
6	SP57-19-0903-003b STR# 541 Sec B 48 SAN MH CONE	1.00	EA	0.00	0.00
7	7AR2404IN ADJ RING 24" X 4" CONC	1.00	EA	0.00	0.00
8	7G0060IN GASKET - 60" MH (839388)	3.00	EA	0.00	0.00
9	7G0048IN GASKET - 48" MH (839322)	2.00	EA	0.00	0.00
10	7MAST04 ROPE MASTIC 1" X 14.5' ROLL, 8 ROLLS/BOX	1.00	ROLL	0.00	0.00
				Total	4570.00
				Invoice Total	4570.00

DEC 1



**INVOICE**



(800) 289-2569 Fax: (715) 443-3768  
 P.O. BOX 100  
 MARATHON, WI 54448-0100

SHIPPED		INVOICE DATE	ORDER NO.
12/10/19		12/10/19	3353945-00
		P.O. NO.	PAGE #
57	jhol	TBA	1 of 1

CUST #: 130200

SHIP TO: CUMBERLAND SANITARY SEWER PROJ  
 \*19-0903\* BRET - 765-637-9124  
 US52-KLONDIKE RD B4 HORIZON DR  
 WEST LAFAYETTE IN 47906

BILL TO: ATLAS EXCAVATING INC  
 4740 SWISHER RD BLDG A  
 WEST LAFAYETTE IN 47906

*12/15*

*12/15/19*

LINE NO.	PRODUCT AND DESCRIPTION	QTY. SHIPPED	QTY. U/M	UNIT PRICE	AMOUNT (NET)
1	sp57-19-0903-002g STR# 540 Sec G 60 SAN MH	1.00	EA	4570.00	4570.00
2	sp57-19-0903-002f STR# 540 Sec F 60 SAN MH RISER	1.00	EA	0.00	0.00
3	sp57-19-0903-002e STR# 540 Sec E 60 SAN MH RISER	1.00	EA	0.00	0.00
4	sp57-19-0903-002d STR# 540 Sec D 60 SAN MH RED LID	1.00	EA	0.00	0.00
5	sp57-19-0903-002c STR# 540 Sec C 48 SAN MH RISER	1.00	EA	0.00	0.00
6	sp57-19-0903-002b STR# 540 Sec B 48 SAN MH CONE	1.00	EA	0.00	0.00
8	7AR2404IN ADJ RING 24" X 4" CONC	1.00	EA	0.00	0.00
9	7G0060IN GASKET - 60" MH (839388)	3.00	EA	0.00	0.00
10	7G0048IN GASKET - 48" MH (839322)	2.00	EA	0.00	0.00
11	7MAST04 ROPE MASTIC 1" X 14.5' ROLL, 8 ROLLS/BOX	1.00	ROLL	0.00	0.00
				Total	4570.00
				Invoice Total	4570.00

DEC 13 2019

**INVOICE**



(800) 289-2569 Fax: (715) 443-3768  
 P.O. BOX 100  
 MARATHON, WI 54448-0100

SHIPPED		INVOICE DATE	ORDER NO.
12/04/19		12/04/19	3353939-00
*		P.O. NO.	PAGE #
57	jhol	TBA	1 of 1

CUST #: 130200

SHIP TO: CUMBERLAND SANITARY SEWER PROJ  
 \*19-0903\* BRET - 765-637-9124  
 US52-KLONDIKE RD B4 HORIZON DR  
 WEST LAFAYETTE IN 47906

BILL TO: ATLAS EXCAVATING INC  
 4740 SWISHER RD BLDG A  
 WEST LAFAYETTE IN 47906

RECEIVED  
 DEC 10 2019  
 ATLAS EXCAVATING INC

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 WP

LINE NO.	PRODUCT AND DESCRIPTION	QTY. SHIPPED	QTY. U/M	UNIT PRICE	AMOUNT (NET)
1	sp57-19-0903-001h STR# 539 Sec H 60 SAN MH	1.00	EA	4570.00	4570.00
2	sp57-19-0903-001g STR# 539 Sec G 60 SAN MH RISER	1.00	EA	0.00	0.00
3	sp57-19-0903-001f STR# 539 Sec F 60 SAN MH RISER	1.00	EA	0.00	0.00
4	sp57-19-0903-001e STR# 539 Sec E 60 SAN MH RED LID	1.00	EA	0.00	0.00
5	sp57-19-0903-001d STR# 539 Sec D 48 SAN MH RISER	1.00	EA	0.00	0.00
6	sp57-19-0903-001c STR# 539 Sec C 48 SAN MH CONE	1.00	EA	0.00	0.00
7	7AR2406IN ADJ RING 24" X 6" CONC	1.00	EA	0.00	0.00
8	7AR2404IN ADJ RING 24" X 4" CONC	1.00	EA	0.00	0.00
9	7G0060IN GASKET - 60" MH (839388)	3.00	EA	0.00	0.00
10	7G0048IN GASKET - 48" MH (839322)	2.00	EA	0.00	0.00
11	7MAST04 ROPE MASTIC 1" X 14.5' ROLL, 8 ROLLS/BOX	2.00	ROLL	0.00	0.00
				Total	4570.00
				Invoice Total	4570.00

✓

AIA Type Document  
Application and Certification for Payment

TO (OWNER): CUMBERLAND SANITARY SEWER

PROJECT: CUMBERLAND SANITARY SEWER  
WEST LAFAYETTE, IN 47906

APPLICATION NO: 3  
PERIOD TO: 1/31/2020

DISTRIBUTION  
TO:  
\_ OWNER  
\_ ARCHITECT  
\_ CONTRACTOR

FROM (CONTRACTOR): Atlas Excavating, Inc.  
4740 Swisher Road  
West Lafayette, IN 47906

VIA (ARCHITECT):

ARCHITECT'S  
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for Payment, as shown below, in connection with the Contract.  
Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM .....	\$	<u>1,300,000.00</u>
2. Net Change by Change Orders .....	\$	<u>0.00</u>
3. CONTRACT SUM TO DATE (Line 1 + 2).....	\$	<u>1,300,000.00</u>
4. TOTAL COMPLETED AND STORED TO DATE .....	\$	<u>403,136.73</u>
<b>5. RETAINAGE:</b>		
a. 10.00 % of Completed Work	\$	<u>34,723.50</u>
b. 10.00 % of Stored Material	\$	<u>5,590.17</u>
Total retainage (Line 5a + 5b) .....	\$	<u>40,313.67</u>
6. TOTAL EARNED LESS RETAINAGE .....	\$	<u>362,823.06</u>
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) .....	\$	<u>255,023.15</u>
8. CURRENT PAYMENT DUE .....	\$	<u>107,799.91</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>937,176.94</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order	0.00	

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: Atlas Excavating, Inc.  
4740 Swisher Road West Lafayette, IN 47906

By: Bret Dierdorf Date: 2/4/20  
Bret Dierdorf / Project Manager

State of: IN

County of: Tippecanoe

Subscribed and Sworn to before me this

Notary Public: Elizabeth A. Golden

My Commission Expires: 02/11/2011



**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED .....

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: Owner Representative  
By: Jan Merson Date: 2/5/2020  
TBIRD Design Services

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



AIA Type Document  
Application and Certification for Payment

TO (OWNER): CUMBERLAND SANITARY SEWER

PROJECT: CUMBERLAND SANITARY SEWER  
WEST LAFAYETTE, IN 47906

APPLICATION NO: 4  
PERIOD TO: 2/29/2020

DISTRIBUTION  
TO:  
\_ OWNER  
\_ ARCHITECT  
\_ CONTRACTOR

FROM (CONTRACTOR): Atlas Excavating, Inc.  
4740 Swisher Road  
West Lafayette, IN 47906

VIA (ARCHITECT):

ARCHITECT'S  
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for Payment, as shown below, in connection with the Contract.  
Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM .....	\$	<u>1,300,000.00</u>
2. Net Change by Change Orders .....	\$	<u>0.00</u>
3. CONTRACT SUM TO DATE (Line 1 + 2) .....	\$	<u>1,300,000.00</u>
4. TOTAL COMPLETED AND STORED TO DATE .....	\$	<u>545,739.68</u>
<b>5. RETAINAGE:</b>		
a. <u>10.00</u> % of Completed Work	\$	<u>47,770.50</u>
b. <u>10.00</u> % of Stored Material	\$	<u>6,803.47</u>
Total retainage (Line 5a + 5b) .....	\$	<u>54,573.97</u>
6. TOTAL EARNED LESS RETAINAGE .....	\$	<u>491,165.71</u>
(Line 4 less Line 5 Total)		
<b>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT</b>		
(Line 6 from prior Certificate) .....	\$	<u>362,823.06</u>
8. CURRENT PAYMENT DUE .....	\$	<u>128,342.65</u>
<b>9. BALANCE TO FINISH, INCLUDING RETAINAGE</b>		
(Line 3 less Line 6)	\$	<u>808,834.29</u>

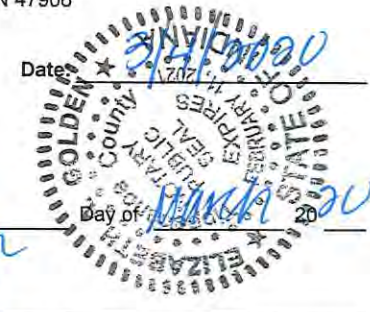
The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: Atlas Excavating, Inc.  
4740 Swisher Road West Lafayette, IN 47906

By: Bret Dierdorf  
Bret Dierdorf Project Manager

State of: IN  
County of: Tippecanoe

Subscribed and Sworn to before me this 4th  
Notary Public: Elizabeth A. Golden  
My Commission Expires: 02/11/2021



**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: ..... \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:  
By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order	0.00	

AIA Type Document  
Application and Certification for Payment

TO (OWNER): CUMBERLAND SANITARY SEWER

PROJECT: CUMBERLAND SANITARY SEWER  
WEST LAFAYETTE, IN 47906

APPLICATION NO: 4  
PERIOD TO: 2/29/2020

DISTRIBUTION  
TO:  
\_ OWNER  
\_ ARCHITECT  
\_ CONTRACTOR

FROM (CONTRACTOR): Atlas Excavating, Inc.  
4740 Swisher Road  
West Lafayette, IN 47906

VIA (ARCHITECT):

ARCHITECT'S  
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	PLAN QTY	UNIT PRICE	SCHEDULED VALUE	PREVIOUSLY COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMPLETED AND STORED	%	BALANCE
1	Mobilization & Demobilization	1.000	93,166.0000	93,166.00	.500	46,583.00	.000	0.00	0.00	46,583.00	50.00	46,583.00
2	Construction Entrance (12'x50'x12" or Equal)	2.000	3,500.0000	7,000.00	2.000	7,000.00	.000	0.00	0.00	7,000.00	100.00	.00
3	Tree Clearing	2.000	12,400.0000	24,800.00	2.000	24,800.00	.000	0.00	0.00	24,800.00	100.00	.00
4	15" PVC SDR-26 (Avg. Depth = 30.0')	4,051.000	234.0000	947,934.00	928.000	217,152.00	455.000	106,470.00	36,044.68	359,666.68	37.94	588,267.32
5	60" MH (Avg. Ht Rim to Inv. South = 31.1')	11.000	12,000.0000	132,000.00	2.000	24,000.00	2.000	24,000.00	31,990.00	79,990.00	60.60	52,010.00
6	60" Drop MH (MH 541; Use 8" Inv. South = 680.00)	1.000	18,000.0000	18,000.00	1.000	18,000.00	.000	0.00	0.00	18,000.00	100.00	.00
7	Tie-In to Existing MH/Sewer	2.000	9,700.0000	19,400.00	1.000	9,700.00	.000	0.00	0.00	9,700.00	50.00	9,700.00
8	Dewatering	.000	.0000	0.00	.000	0.00	.000	0.00	0.00	0.00		.00
9	Yard Preparation & Seeding	2.000	12,800.0000	25,600.00	.000	0.00	.000	0.00	0.00	0.00	.00	25,600.00
10	Farm Field Restoration	5.500	4,400.0000	24,200.00	.000	0.00	.000	0.00	0.00	0.00	.00	24,200.00
11	Remove 15" Plug; Disconnect Ex. 10" & Patch MH	1.000	7,900.0000	7,900.00	.000	0.00	.000	0.00	0.00	0.00	.00	7,900.00
<b>REPORT TOTALS</b>				<b>\$1,300,000.00</b>		<b>\$347,235.00</b>		<b>\$130,470.00</b>		<b>\$545,739.68</b>		
									<b>\$68,034.68</b>			<b>\$754,260.32</b>





**AFFIDAVIT and WAIVER OF LIEN**

Final       Partial       Payment to Follow

Bret Dierdorf being duly sworn states that he is Project Manager of Atlas Excavating, Inc. to furnish  
(Company)

certain materials and / or labor as follows: Prime Contractor for the project known as Cumberland Sanitary Sewer  
(Job Name)

located at West Lafayette, IN and owned by American Suburban Utilities, Inc and does hereby further state on  
(Job Location) (Owner)

behalf of the aforementioned contractor:

(PARTIAL WAIVER) that there is due from the Owner the sum of:

**One Hundred Twenty-Eight Thousand Three Hundred Forty-Two Dollars and Sixty-Five Cents (\$128,342.65)  
Pay Application #4**

\_\_\_\_\_ Receipt of which is hereby acknowledged, or

The payment of which has been promised as the sole consideration for this Affidavit and Partial Waiver of Lien, which is given solely in respect to said amount, and which waiver shall be effective only upon receipt of payment thereof by the undersigned:

(FINAL WAIVER) that the final balance due from the Owner is the sum of:

\_\_\_\_\_ Receipt of which is hereby acknowledged, or

\_\_\_\_\_ The payment of which as been promised as the sole consideration for this Affidavit and Final Waiver of Lien, which shall become effective upon receipt of such payment.

THEREFORE, the undersigned waives and releases unto the Owner and General Contractor of said premises, any and all lien or claim whatsoever on the above-described property and improvements thereon on account of Labor or Material or Both, furnished by the undersigned thereto, subject to limitations or conditions expressed herein, if any; and further certifies that no other party has any claim or right to a lien on account of any work performed or material furnished to the undersigned for said Project, and within the scope of this Affidavit and Waiver.

Atlas Excavating, Inc. Bret Dierdorf  
(Bret Dierdorf, Project Manager)

WITNESS MY HAND AND NOTARY SEAL, this 4<sup>th</sup> Day of March 2020

My Commission Expires: 02/11/2021



Notary Signature - Elizabeth A. Golden

Residing in: Tippecanoe

Est. No. 4 Sheet 1 of 1  
 From 2/1/2020 to 2/29/2020

Atlas Excavating, Inc. 4740 Swisher Road, West Lafayette, IN 47906

(Contractor)		(Address)							
Material	Item #	Cost Code	Received To Date	Used To Date	On Hand	Invoice Unit Prices	Value	Invoice #	
15X14 RT PVC SWR PIPE	4		4051	1383	2668	\$ 13.51	\$ 36,044.68	5629254, 5650279, 5649091	
STR #543,542,541,540,539,545,547,548,549,544,550,546	5 & 6		12	5	7	\$ 4,570.00	\$ 31,990.00	3356811-00, 3354854-00, 3354852-00, 3353945-00, 3353939-00, 3365603-00, 3365605-00, 3365606-00, 3365607-00, 3365602-00, 3365608-00, 3365604-00	

Value of Material on Hand..... \$ 68,034.68



**INVOICE**



(800) 289-2569 Fax: (715) 443-3768  
 P.O. BOX 100  
 MARATHON, WI 54448-0100

SHIPPED		INVOICE DATE	ORDER NO.
01/31/20		01/31/20	3365603-00
		P.O. NO.	PAGE #
57	JHOL	TBA	1 of 1

CUST #: 130200

SHIP TO: CUMBERLAND SANITARY SEWER PROJ  
 \*19-0903\* SHAWN 765-479-9591  
 231 & CUMBERLAND AVE WEST SIDE  
 WEST LAFAYETTE IN 47906

BILL TO: ATLAS EXCAVATING INC  
 4740 SWISHER RD BLDG A  
 WEST LAFAYETTE IN 47906

*0915003*

RECEIVED  
 FEB 17 2020

LINE NO.	PRODUCT AND DESCRIPTION	QTY. SHIPPED	QTY. U/M	UNIT PRICE	AMOUNT (NET)
1	sp57-19-0903-007g STR# 545 Sec G 60 SAN MH	1.00	EA	4570.00	4570.00
2	sp57-19-0903-007f2 STR# 545 Sec F2 60 SAN MH RISER	1.00	EA	0.00	0.00
3	sp57-19-0903-007f1 STR# 545 Sec F1 60 SAN MH RISER	1.00	EA	0.00	0.00
4	sp57-19-0903-007e STR# 545 Sec E 60 SAN MH RED LID	1.00	EA	0.00	0.00
5	sp57-19-0903-007d STR# 545 Sec D 48 SAN MH RISER	1.00	EA	0.00	0.00
6	sp57-19-0903-007c STR# 545 Sec C 48 SAN MH RISER	1.00	EA	0.00	0.00
7	sp57-19-0903-007b STR# 545 Sec B 48 SAN MH CONE	1.00	EA	0.00	0.00
8	7AR2404IN ADJ RING 24" X 4" CONC	1.00	EA	0.00	0.00
9	7G0060IN GASKET - 60" MH (839388)	3.00	EA	0.00	0.00
10	7G0048IN GASKET - 48" MH (839322)	3.00	EA	0.00	0.00
11	700250 JT SEAL 3/4" X 14.5' (8/CASE)	7.00	ROLL	0.00	0.00
				Total	4570.00
				Invoice Total	4570.00

*148555  
 JW*

**INVOICE**



(800) 289-2569 Fax: (715) 443-3768  
 P.O. BOX 100  
 MARATHON, WI 54448-0100

SHIPPED		INVOICE DATE	ORDER NO.
01/31/20		01/31/20	3365605-00
		P.O. NO.	PAGE #
57	jhol	TBA	1 of 1

CUST #: 130200

CUMBERLAND SANITARY SEWER PROJ  
 \*19-0903\* SHAWN 765-479-9591  
 231 & CUMBERLAND AVE WEST SIDE  
 WEST LAFAYETTE IN 47906

SHIP TO:

ATLAS EXCAVATING INC  
 4740 SWISHER RD BLDG A  
 WEST LAFAYETTE IN 47906

BILL TO:

*130200*

RECEIVED  
 FEB 17 2020  
 ATLAS EXCAVATING INC

LINE NO.	PRODUCT AND DESCRIPTION	QTY. SHIPPED	QTY. U/M	UNIT PRICE	AMOUNT (NET)
1	sp57-19-0903-009g STR# 547 Sec G 60 SAN MH	1.00	EA	4570.00	4570.00
2	sp57-19-0903-009f2 STR# 547 Sec F2 60 SAN MH RISER	1.00	EA	0.00	0.00
3	sp57-19-0903-009f1 STR# 547 Sec F1 60 SAN MH RISER	1.00	EA	0.00	0.00
4	sp57-19-0903-009e STR# 547 Sec E 60 SAN MH RED LID	1.00	EA	0.00	0.00
5	sp57-19-0903-009d STR# 547 Sec D 48 SAN MH RISER	1.00	EA	0.00	0.00
6	sp57-19-0903-009c STR# 547 Sec C 48 SAN MH RISER	1.00	EA	0.00	0.00
7	sp57-19-0903-009b STR# 547 Sec B 48 SAN MH CONE	1.00	EA	0.00	0.00
8	7AR2404IN ADJ RING 24" X 4" CONC	1.00	EA	0.00	0.00
9	7G0060IN GASKET - 60" MH (839388)	3.00	EA	0.00	0.00
10	7G0048IN GASKET - 48" MH (839322)	3.00	EA	0.00	0.00
11	700250 JT SEAL 3/4" X 14.5' (8/CASE)	7.00	ROLL	0.00	0.00
				Total	4570.00
				Invoice Total	4570.00

*1685576  
 JW*



(800) 289-2569 Fax: (715) 443-3768  
 P.O. BOX 100  
 MARATHON, WI 54448-0100

OUCS Attachment JTP-8  
 Cause No. 45649-U  
 Page 30 of 77

**INVOICE**

SHIPPED		INVOICE DATE	ORDER NO.
01/31/20		01/31/20	3365606-00
		P.O. NO.	PAGE #
57	jhol	TBA	1 of 1

CUST #: 130200

SHIP TO: CUMBERLAND SANITARY SEWER PROJ  
 \*19-0903\* SHAWN 765-479-9591  
 231 & CUMBERLAND AVE WEST SIDE  
 WEST LAFAYETTE IN 47906

BILL TO: ATLAS EXCAVATING INC  
 4740 SWISHER RD BLDG A  
 WEST LAFAYETTE IN 47906

*01/31/20*

LINE NO.	PRODUCT AND DESCRIPTION	QTY. SHIPPED	QTY. U/M	UNIT PRICE	AMOUNT (NET)
1	sp57-19-0903-010h	1.00	EA	4570.00	4570.00
	STR# 548 Sec H 60 SAN MH				
2	sp57-19-0903-010g2	1.00	EA	0.00	0.00
	STR# 548 Sec G2 60 SAN MH RISER				
3	sp57-19-0903-010g1	1.00	EA	0.00	0.00
	STR# 548 Sec G1 60 SAN MH RISER				
4	sp57-19-0903-010f	1.00	EA	0.00	0.00
	STR# 548 Sec F 60 SAN MH RED LID				
5	sp57-19-0903-010e	1.00	EA	0.00	0.00
	STR# 548 Sec E 48 SAN MH RISER				
6	sp57-19-0903-010d	1.00	EA	0.00	0.00
	STR# 548 Sec D 48 SAN MH RISER				
7	sp57-19-0903-010c	1.00	EA	0.00	0.00
	STR# 548 Sec C 48 SAN MH CONE				
8	7AR2406IN	1.00	EA	0.00	0.00
	ADJ RING 24" X 6" CONC				
9	7AR2404IN	1.00	EA	0.00	0.00
	ADJ RING 24" X 4" CONC				
10	7G0060IN	3.00	EA	0.00	0.00
	GASKET - 60" MH (839388)				
11	7G0048IN	3.00	EA	0.00	0.00
	GASKET - 48" MH (839322)				
12	700250	8.00	ROLL	0.00	0.00
	JT SEAL 3/4" X 14.5' (8/CASE)				

Total 4570.00  
 Invoice Total 4570.00

*1168557*  
*gaw*

**INVOICE**



(800) 289-2569 Fax: (715) 443-3768  
 P.O. BOX 100  
 MARATHON, WI 54448-0100

SHIPPED		INVOICE DATE	ORDER NO.
01/31/20		01/31/20	3365607-00
		P.O. NO.	PAGE #
57	jhol	TBA	1 of 1

CUST #: 130200

SHIP TO: CUMBERLAND SANITARY SEWER PROJ  
 \*19-0903\* SHAWN 765-479-9591  
 231 & CUMBERLAND AVE WEST SIDE  
 WEST LAFAYETTE IN 47906

BILL TO: ATLAS EXCAVATING INC  
 4740 SWISHER RD BLDG A  
 WEST LAFAYETTE IN 47906

*01/31/20*  
 RECEIVED  
 1/31/20  
 ATLAS EXCAVATING INC

LINE NO.	PRODUCT AND DESCRIPTION	QTY. SHIPPED	QTY. U/M	UNIT PRICE	AMOUNT (NET)
1	sp57-19-0903-011g STR# 549 Sec G 60 SAN MH	1.00	EA	4570.00	4570.00
2	sp57-19-0903-011f2 STR# 549 Sec F2 60 SAN MH RISER	1.00	EA	0.00	0.00
3	sp57-19-0903-011f1 STR# 549 Sec F1 60 SAN MH RISER	1.00	EA	0.00	0.00
4	sp57-19-0903-011e STR# 549 Sec E 60 SAN MH RED LID	1.00	EA	0.00	0.00
5	sp57-19-0903-011d STR# 549 Sec D 48 SAN MH RISER	1.00	EA	0.00	0.00
6	sp57-19-0903-011c STR# 549 Sec C 48 SAN MH RISER	1.00	EA	0.00	0.00
7	sp57-19-0903-011b STR# 549 Sec B 48 SAN MH CONE	1.00	EA	0.00	0.00
8	7AR2404IN ADJ RING 24" X 4" CONC	1.00	EA	0.00	0.00
9	7G0060IN GASKET - 60" MH (839388)	3.00	EA	0.00	0.00
10	7G0048IN GASKET - 48" MH (839322)	3.00	EA	0.00	0.00
11	700250 JT SEAL 3/4" X 14.5' (8/CASE)	7.00	ROLL	0.00	0.00
				Total	4570.00
				Invoice Total	4570.00

*148558  
 gm.*

**INVOICE**



(800) 289-2569 Fax: (715) 443-3768  
 P.O. BOX 100  
 MARATHON, WI 54448-0100

SHIPPED		INVOICE DATE	ORDER NO.
01/31/20		01/31/20	3365602-00
		P.O. NO.	PAGE #
57	JHOL	TBA	1 of 1

CUST #: 130200

SHIP TO: CUMBERLAND SANITARY SEWER PROJ  
 \*19-0903\* SHAWN 765-479-9591  
 231& CUMBERLAND AVE W. SIDE  
 WEST LAFAYETTE IN 47906

BILL TO: ATLAS EXCAVATING INC  
 4740 SWISHER RD BLDG A  
 WEST LAFAYETTE IN 47906

*49/9003*

RECEIVED

FEB 07 2021

ATLAS EXCAVATING INC

LINE NO.	PRODUCT AND DESCRIPTION	QTY. SHIPPED	QTY. U/M	UNIT PRICE	AMOUNT (NET)
1	sp57-19-0903-006h STR# 544 Sec H 60 SAN MH	1.00	EA	4570.00	4570.00
2	sp57-19-0903-006g2 STR# 544 Sec G2 60 SAN MH RISER	1.00	EA	0.00	0.00
3	sp57-19-0903-006g1 STR# 544 Sec G1 60 SAN MH RISER	1.00	EA	0.00	0.00
4	sp57-19-0903-006f STR# 544 Sec F 60 SAN MH RED LID	1.00	EA	0.00	0.00
5	sp57-19-0903-006e STR# 544 Sec E 48 SAN MH RISER	1.00	EA	0.00	0.00
6	sp57-19-0903-006d STR# 544 Sec D 48 SAN MH RISER	1.00	EA	0.00	0.00
7	sp57-19-0903-006c STR# 544 Sec C 48 SAN MH CONE	1.00	EA	0.00	0.00
8	7AR2406IN ADJ RING 24" X 6" CONC	1.00	EA	0.00	0.00
9	7AR2404IN ADJ RING 24" X 4" CONC	1.00	EA	0.00	0.00
10	7G0060IN GASKET - 60" MH (839388)	3.00	EA	0.00	0.00
11	7G0048IN GASKET - 48" MH (839322)	3.00	EA	0.00	0.00
12	700250 JT SEAL 3/4" X 14.5' (8/CASE)	8.00	ROLL	0.00	0.00

Total 4570.00  
 Invoice Total 4570.00

*168559  
JW*



**INVOICE**



(800) 289-2569 Fax: (715) 443-3768  
 P.O. BOX 100  
 MARATHON, WI 54448-0100

SHIPPED		INVOICE DATE	ORDER NO.
01/31/20		01/31/20	3365608-00
		P.O. NO.	PAGE #
57	jhol	TBA	1 of 1

CUST #: 130200

SHIP TO: CUMBERLAND SANITARY SEWER PROJ  
 \*19-0903\* SHAWN 765-479-9591  
 231 & CUMBERLAND AVE WEST SIDE  
 WEST LAFAYETTE IN 47906

BILL TO: ATLAS EXCAVATING INC  
 4740 SWISHER RD BLDG A  
 WEST LAFAYETTE IN 47906

*01919003*  
 RECEIVED

FEB 07 2021

ATLAS EXCAVATING INC

LINE NO.	PRODUCT AND DESCRIPTION	QTY. SHIPPED	QTY. U/M	UNIT PRICE	AMOUNT (NET)
1	sp57-19-0903-012g STR# 550 Sec G 60 SAN MH	1.00	EA	4570.00	4570.00 ✓
2	sp57-19-0903-012f2 STR# 550 Sec F2 60 SAN MH RISER	1.00	EA	0.00	0.00
3	sp57-19-0903-012f1 STR# 550 Sec F1 60 SAN MH RISER	1.00	EA	0.00	0.00
4	sp57-19-0903-012e STR# 550 Sec E 60 SAN MH RED LID	1.00	EA	0.00	0.00
5	sp57-19-0903-012d STR# 550 Sec D 48 SAN MH RISER	1.00	EA	0.00	0.00
6	sp57-19-0903-012c STR# 550 Sec C 48 SAN MH RISER	1.00	EA	0.00	0.00
7	sp57-19-0903-012b STR# 550 Sec B 48 SAN MH CONE	1.00	EA	0.00	0.00
8	7AR2406IN ADJ RING 24" X 6" CONC	1.00	EA	0.00	0.00
9	7G0060IN GASKET - 60" MH (839388)	3.00	EA	0.00	0.00
10	7G0048IN GASKET - 48" MH (839322)	3.00	EA	0.00	0.00
11	700250 JT SEAL 3/4" X 14.5' (8/CASE)	7.00	ROLL	0.00	0.00
				Total	4570.00
				Invoice Total	4570.00

*168500 gw.*



(800) 289-2569 Fax: (715) 443-3768  
P.O. BOX 100  
MARATHON, WI 54448-0100

SHIPPED	INVOICE DATE	ORDER NO.
02/04/20	02/04/20	3365604-00
	P.O. NO.	PAGE #
57	JHOL	TBA
		1 of 1

CUST #: 130200

CUMBERLAND SANITARY SEWER PROJ

SHIP TO: \*19-0903\* SHAWN 765-479-9591  
231 & CUMBERLAND AVE WEST SIDE  
WEST LAFAYETTE IN 47906

ATLAS EXCAVATING INC  
4740 SWISHER RD BLDG A  
BILL TO: WEST LAFAYETTE IN 47906

RECEIVED

FEB 10 2020

ATLAS EXCAVATING, INC.

01915003

LINE NO.	PRODUCT AND DESCRIPTION	QTY. SHIPPED	QTY. U/M	UNIT PRICE	AMOUNT (NET)
1	sp57-19-0903-008g STR# 546 Sec G 60 SAN MH <i>050A</i>	1.00	EA	4570.00	4570.00
2	sp57-19-0903-008f2 STR# 546 Sec F2 60 SAN MH RISER	1.00	EA	0.00	0.00
3	sp57-19-0903-008f1 STR# 546 Sec F1 60 SAN MH RISER	1.00	EA	0.00	0.00
4	sp57-19-0903-008e STR# 546 Sec E 60 SAN MH RED LID	1.00	EA	0.00	0.00
5	sp57-19-0903-008d STR# 546 Sec D 48 SAN MH RISER	1.00	EA	0.00	0.00
6	sp57-19-0903-008c STR# 546 Sec C 48 SAN MH RISER	1.00	EA	0.00	0.00
7	sp57-19-0903-008b STR# 546 Sec B 48 SAN MH CONE	1.00	EA	0.00	0.00
8	7AR2404IN ADJ RING 24" X 4" CONC	1.00	EA	0.00	0.00
9	7G0060IN GASKET - 60" MH (839388)	3.00	EA	0.00	0.00
10	7G0048IN GASKET - 48" MH (839322)	3.00	EA	0.00	0.00
11	700250 JT SEAL 3/4" X 14.5' (8/CASE)	7.00	ROLL	0.00	0.00
12	700250 JT SEAL 3/4" X 14.5' (8/CASE)	84.00	ROLL +	15.00	1260.00
13	PER SHAWN FOR 3 ROLLS PER JOINT 7B10620BWS KOR-N-SEAL (S106-20BWS) 14.00-15.5	1.00	EA +	75.00	75.00
				Total	5905.00
				Invoice Total	5905.00

169120

AIA Type Document  
Application and Certification for Payment

TO (OWNER): CUMBERLAND SANITARY SEWER

PROJECT: CUMBERLAND SANITARY SEWER  
WEST LAFAYETTE, IN 47906

APPLICATION NO: 5  
PERIOD TO: 3/31/2020

DISTRIBUTION  
TO:  
\_ OWNER  
\_ ARCHITECT  
\_ CONTRACTOR

FROM (CONTRACTOR): Atlas Excavating, Inc.  
4740 Swisher Road  
West Lafayette, IN 47906

VIA (ARCHITECT):

ARCHITECT'S  
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for Payment, as shown below, in connection with the Contract.  
Continuation Sheet, AIA Type Document is attached.


1. ORIGINAL CONTRACT SUM .....	\$	1,300,000.00
2. Net Change by Change Orders .....	\$	70,000.00
3. CONTRACT SUM TO DATE (Line 1 + 2) .....	\$	1,370,000.00
4. TOTAL COMPLETED AND STORED TO DATE .....	\$	778,319.23
<b>5. RETAINAGE:</b>		
a. 10.00 % of Completed Work	\$	73,473.50
b. 10.00 % of Stored Material	\$	4,358.42
Total retainage (Line 5a + 5b) .....	\$	77,831.92
6. TOTAL EARNED LESS RETAINAGE .....	\$	700,487.31
(Line 4 less Line 5 Total)		
<b>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT</b>		
(Line 6 from prior Certificate) .....	\$	491,165.71
8. CURRENT PAYMENT DUE .....	\$	209,321.60
<b>9. BALANCE TO FINISH, INCLUDING RETAINAGE</b>		
(Line 3 less Line 6)	\$	669,512.69

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	70,000.00	0.00
TOTALS	70,000.00	0.00
NET CHANGES by Change Order	70,000.00	

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: Atlas Excavating, Inc.  
4740 Swisher Road West Lafayette, IN 47906

By: Bret Dierdorf  
Bret Dierdorf / Project Manager

Date: 4/1/2020  


State of: IN

County of: Tippecanoe

Subscribed and Sworn to before me this 1st

Notary Public: Elizabeth A Fardon

My Commission Expires: 02/11/2021

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED .....

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



**AIA Type Document  
Application and Certification for Payment**

**TO (OWNER):** CUMBERLAND SANITARY SEWER

**PROJECT:** CUMBERLAND SANITARY SEWER  
WEST LAFAYETTE, IN 47906

**APPLICATION NO:** 5  
**PERIOD TO:** 3/31/2020

**DISTRIBUTION TO:**  
 OWNER  
 ARCHITECT  
 CONTRACTOR

**FROM (CONTRACTOR):** Atlas Excavating, Inc.  
4740 Swisher Road  
West Lafayette, IN 47906

**VIA (ARCHITECT):**

**ARCHITECT'S PROJECT NO:**

**CONTRACT FOR:**

**CONTRACT DATE:**

ITEM	DESCRIPTION	PLAN QTY	UNIT PRICE	SCHEDULED VALUE	PREVIOUSLY COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMPLETED AND STORED	%	BALANCE	
1	Mobilization & Demobilization	1.000	93,166.0000	93,166.00	.500	46,583.00	.000	0.00	0.00	46,583.00	50.00	46,583.00	
2	Construction Entrance (12'x50'x12" or Equal)	2.000	3,500.0000	7,000.00	2.000	7,000.00	.000	0.00	0.00	7,000.00	100.00	.00	
3	Tree Clearing	2.000	12,400.0000	24,800.00	2.000	24,800.00	.000	0.00	0.00	24,800.00	100.00	.00	
4	15" PVC SDR-26 (Avg. Depth = 30.0')	4,051.000	234.0000	947,934.00	1,383.000	323,622.00	795.000	186,030.00	25,304.23	534,956.23	56.43	412,977.77	
5	60" MH (Avg. Ht Rim to Inv. South = 31.1')	11.000	12,000.0000	132,000.00	4.000	48,000.00	3.000	36,000.00	18,280.00	102,280.00	77.48	29,720.00	
6	60" Drop MH (MH 541; Use 8" Inv. South = 680.00)	1.000	18,000.0000	18,000.00	1.000	18,000.00	.000	0.00	0.00	18,000.00	100.00	.00	
7	Tie-In to Existing MH/Sewer	2.000	9,700.0000	19,400.00	1.000	9,700.00	.000	0.00	0.00	9,700.00	50.00	9,700.00	
8	Dewatering	.000	.0000	0.00	.000	0.00	.000	0.00	0.00	0.00	.00	.00	
9	Yard Preparation & Seeding	2.000	12,800.0000	25,600.00	.000	0.00	.000	0.00	0.00	0.00	.00	25,600.00	
10	Farm Field Restoration	5.500	4,400.0000	24,200.00	.000	0.00	.000	0.00	0.00	0.00	.00	24,200.00	
11	Remove 15" Plug; Disconnect Ex. 10" & Patch MH	1.000	7,900.0000	7,900.00	.000	0.00	.000	0.00	0.00	0.00	.00	7,900.00	
12	Additional Mob/Demobilization	1.000	70,000.0000	70,000.00	.000	0.00	.500	35,000.00	0.00	35,000.00	50.00	35,000.00	
<b>REPORT TOTALS</b>				<b>\$1,370,000.00</b>				<b>\$257,030.00</b>		<b>\$778,319.23</b>			
									<b>\$43,584.23</b>				<b>\$591,680.77</b>

Est. No. 5 Sheet 1 of 1  
 From 3/1/2020 to 3/31/2020

Atlas Excavating, Inc. 4740 Swisher Road, West Lafayette, IN 47906

(Contractor)		(Address)							
Material	Item #	Cost Code	Received To Date	Used To Date	On Hand	Invoice Unit Prices	Value	Invoice #	
15X14 RT PVC SWR PIPE	4		4051	2178	1873	\$ 13.51	\$ 25,304.23	5629254, 5650279, 5649091 3356811-00, 3354854-00, 3354852-00, 3353945-00, 3353939-00, 3365603-00, 3365605-00, 3365606-00, 3365607-00, 3365602-00, 3365608-00, 3365604-00	
STR #543,542,541,540,539,545,547,548,549,544,550,546	5 & 6		12	8	4	\$ 4,570.00	\$ 18,280.00		

Value of Material on Hand..... \$ 43,584.23





AIA Type Document  
Application and Certification for Payment

TO (OWNER): CUMBERLAND SANITARY SEWER

PROJECT: CUMBERLAND SANITARY SEWER  
WEST LAFAYETTE, IN 47906

APPLICATION NO: 6  
PERIOD TO: 8/31/2020

DISTRIBUTION  
TO:  
\_ OWNER  
\_ ARCHITECT  
\_ CONTRACTOR

FROM (CONTRACTOR): Atlas Excavating, Inc.  
4740 Swisher Road  
West Lafayette, IN 47906

VIA (ARCHITECT):

ARCHITECT'S  
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for Payment, as shown below, in connection with the Contract.  
Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM .....	\$	<u>1,300,000.00</u>
2. Net Change by Change Orders .....	\$	<u>70,000.00</u>
3. CONTRACT SUM TO DATE (Line 1 + 2) .....	\$	<u>1,370,000.00</u>
4. TOTAL COMPLETED AND STORED TO DATE .....	\$	<u>842,803.23</u>
5. RETAINAGE:		
a. <u>10.00</u> % of Completed Work .....	\$	<u>79,921.90</u>
b. <u>10.00</u> % of Stored Material .....	\$	<u>4,358.42</u>
Total retainage (Line 5a + 5b) .....	\$	<u>84,280.32</u>
6. TOTAL EARNED LESS RETAINAGE .....	\$	<u>758,522.91</u>
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) .....	\$	<u>700,487.31</u>
8. CURRENT PAYMENT DUE .....	\$	<u>58,035.60</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>611,477.09</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	70,000.00	0.00
Total approved this Month	0.00	0.00
TOTALS	70,000.00	0.00
NET CHANGES by Change Order	70,000.00	

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: Atlas Excavating, Inc.  
4740 Swisher Road West Lafayette, IN 47906

By: Bret Dierdorf Digitally signed by Bret Dierdorf  
DN: cn=Bret Dierdorf,  
ou=Atlas Excavating, inc.,  
email=Bret.Dierdorf@atlasexc.com,  
c=US Date: 8/31/2020

Bret Dierdorf / Project Manager

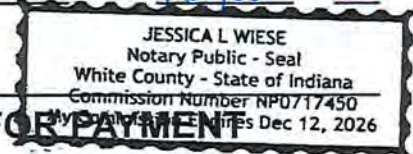
State of: IN

County of: Tippecanoe

Subscribed and Sworn to before me this 31st Day of August 2020

Notary Public: Jessica L Wiese

My Commission Expires: 12/12/2026



**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: ..... \$ 58,035.60

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: TBird Design Services  
By: [Signature] Date: 8/31/2020

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA Type Document  
Application and Certification for Payment

TO (OWNER): CUMBERLAND SANITARY SEWER

PROJECT: CUMBERLAND SANITARY SEWER  
WEST LAFAYETTE, IN 47906

APPLICATION NO: 6  
PERIOD TO: 8/31/2020

DISTRIBUTION  
TO:  
\_ OWNER  
\_ ARCHITECT  
\_ CONTRACTOR

FROM (CONTRACTOR): Atlas Excavating, Inc.  
4740 Swisher Road  
West Lafayette, IN 47906

VIA (ARCHITECT):

ARCHITECT'S  
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	PLAN QTY	UNIT PRICE	SCHEDULED VALUE	PREVIOUSLY COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMPLETED AND STORED	%	BALANCE
1	Mobilization & Demobilization	1.000	93,166.0000	93,166.00	.500	46,583.00	.000	0.00	0.00	46,583.00	50.00	46,583.00
2	Construction Entrance (12'x50'x12" or Equal)	2.000	3,500.0000	7,000.00	2.000	7,000.00	.000	0.00	0.00	7,000.00	100.00	.00
3	Tree Clearing	2.000	12,400.0000	24,800.00	2.000	24,800.00	.000	0.00	0.00	24,800.00	100.00	.00
4	15" PVC SDR-26 (Avg. Depth = 30.0')	4,051.000	234.0000	947,934.00	2,178.000	509,652.00	126.000	29,484.00	25,304.23	564,440.23	59.54	383,493.77
5	60" MH (Avg. Ht Rim to Inv. South = 31.1')	11.000	12,000.0000	132,000.00	7.000	84,000.00	.000	0.00	18,280.00	102,280.00	77.48	29,720.00
6	60" Drop MH (MH 541; Use 8" Inv. South = 680.00)	1.000	18,000.0000	18,000.00	1.000	18,000.00	.000	0.00	0.00	18,000.00	100.00	.00
7	Tie-In to Existing MH/Sewer	2.000	9,700.0000	19,400.00	1.000	9,700.00	.000	0.00	0.00	9,700.00	50.00	9,700.00
8	Dewatering	.000	.0000	0.00	.000	0.00	.000	0.00	0.00	0.00	.00	.00
9	Yard Preparation & Seeding	2.000	12,800.0000	25,600.00	.000	0.00	.000	0.00	0.00	0.00	.00	25,600.00
10	Farm Field Restoration	5.500	4,400.0000	24,200.00	.000	0.00	.000	0.00	0.00	0.00	.00	24,200.00
11	Remove 15" Plug; Disconnect Ex. 10" & Patch MH	1.000	7,900.0000	7,900.00	.000	0.00	.000	0.00	0.00	0.00	.00	7,900.00
12	Dewatering	1.000	70,000.0000	70,000.00	.500	35,000.00	.500	35,000.00	0.00	70,000.00	100.00	.00
<b>REPORT TOTALS</b>				<b>\$1,370,000.00</b>		<b>\$734,735.00</b>		<b>\$64,484.00</b>		<b>\$842,803.23</b>		
									<b>\$43,584.23</b>			<b>\$527,196.77</b>





**AFFIDAVIT and WAIVER OF LIEN**

Final      X Partial      X Payment to Follow

Bret Dierdorf being duly sworn states that he is Project Manager of Atlas Excavating, Inc. to furnish

(Company)

certain materials and / or labor as follows: Prime Contractor for the project known as Cumberland Sanitary Sewer

(Job Name)

located at West Lafayette, IN

Job Location

and owned by American Suburban Utilities, Inc

Owner

and does hereby further state on

behalf of the aforementioned contractor:

(PARTIAL WAIVER) that there is due from the Owner the sum of:

**Fifty-Eight Thousand Thirty-Five Dollars and 60/100(\$58,035.60)  
Pay Application #6**

\_\_\_\_ Receipt of which is hereby acknowledged, or

X The payment of which has been promised as the sole consideration for this Affidavit and Partial Waiver of Lien, which is given solely in respect to said amount, and which waiver shall be effective only upon receipt of payment thereof by the undersigned:

(FINAL WAIVER) that the final balance due from the Owner is the sum of:

\_\_\_\_ Receipt of which is hereby acknowledged, or

\_\_\_\_ The payment of which as been promised as the sole consideration for this Affidavit and Final Waiver of Lien, which shall become effective upon receipt of such payment.

THEREFORE, the undersigned waives and releases unto the Owner and General Contractor of said premises, any and all lien or claim whatsoever on the above-described property and improvements thereon on account of Labor or Material or Both, furnished by the undersigned thereto, subject to limitations or conditions expressed herein, if any; and further certifies that no other party has any claim or right to a lien on account of any work performed or material furnished to the undersigned for said Project, and within the scope of this Affidavit and Waiver.

**Atlas Excavating, Inc.**

Bret Dierdorf 

(Bret Dierdorf, Project Manager)

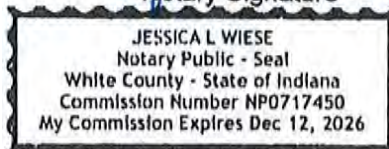
WITNESS MY HAND AND NOTARY SEAL, this 31st Day of August 2020

My Commission Expires: 12/12/2026



Notary Signature - Jessica L. Wiese

Residing in: Tippecanoe



Est. No. 6 Sheet 1 of 1

From 8/1/2020 to 8/31/2020

Atlas Excavating, Inc. 4740 Swisher Road, West Lafayette, IN 47906

(Contractor)		(Address)							
Material	Item #	Cost Code	Received To Date	Used To Date	On Hand	Invoice Unit Prices	Value	Invoice #	
15X14 RT PVC SWR PIPE	4		4051	2304	1747	\$ 13.51	\$ 23,601.97	5629254, 5650279, 5649091 3356811-00, 3354854-00, 3354852-00, 3353945-00, 3353939-00, 3365603-00, 3365605-00, 3365606-00, 3365607-00, 3365602-00, 3365608-00, 3365604-00	
STR #543,542,541,540,539,545,547,548,549,544,550,546	5 & 6		12	8	4	\$ 4,570.00	\$ 18,280.00		

**Value of Material on Hand..... \$ 41,881.97**

AIA Type Document  
Application and Certification for Payment

TO (OWNER): CUMBERLAND SANITARY SEWER

PROJECT: CUMBERLAND SANITARY SEWER  
WEST LAFAYETTE, IN 47906

APPLICATION NO: 7  
PERIOD TO: 9/30/2020

DISTRIBUTION  
TO:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

FROM (CONTRACTOR): Atlas Excavating, Inc.  
4740 Swisher Road  
West Lafayette, IN 47906

VIA (ARCHITECT):

ARCHITECT'S  
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for Payment, as shown below, in connection with the Contract.  
Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM .....	\$	<u>1,300,000.00</u>
2. Net Change by Change Orders .....	\$	<u>70,000.00</u>
3. CONTRACT SUM TO DATE (Line 1 + 2).....	\$	<u>1,370,000.00</u>
4. TOTAL COMPLETED AND STORED TO DATE .....	\$	<u>1,118,469.00</u>
<b>5. RETAINAGE:</b>		
a. <u>10.00</u> % of Completed Work .....	\$	<u>110,932.90</u>
b. <u>10.00</u> % of Stored Material .....	\$	<u>914.00</u>
Total retainage (Line 5a + 5b) .....	\$	<u>111,846.90</u>
6. TOTAL EARNED LESS RETAINAGE .....	\$	<u>1,006,622.10</u>
(Line 4 less Line 5 Total)		
<b>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT</b>		
(Line 6 from prior Certificate) .....	\$	<u>758,522.91</u>
8. CURRENT PAYMENT DUE .....	\$	<u>248,099.19</u>
<b>9. BALANCE TO FINISH, INCLUDING RETAINAGE</b>		
(Line 3 less Line 6) .....	\$	<u>363,377.90</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	70,000.00	0.00
Total approved this Month	0.00	0.00
<b>TOTALS</b>	<b>70,000.00</b>	<b>0.00</b>
NET CHANGES by Change Order	70,000.00	

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: Atlas Excavating, Inc.  
4740 Swisher Road West Lafayette, IN 47906

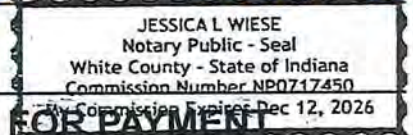
By: Bret Dierdorf Date: 10/5/2020  
Bret Dierdorf / Project Manager

State of: IN

County of: Tippecanoe

Subscribed and Sworn to before me this 5th Day of October 20 20

Notary Public: Jessica Wiese  
My Commission Expires: 12/12/2026



**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED .....

\$ 248,099.19

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: TBIRD Design Services  
By: [Signature] Date: 10/5/2020

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



**AIA Type Document  
Application and Certification for Payment**

**TO (OWNER):** CUMBERLAND SANITARY SEWER

**PROJECT:** CUMBERLAND SANITARY SEWER  
WEST LAFAYETTE, IN 47906

**APPLICATION NO:** 7  
**PERIOD TO:** 9/30/2020

**DISTRIBUTION TO:**  
\_ OWNER  
\_ ARCHITECT  
\_ CONTRACTOR

**FROM (CONTRACTOR):** Atlas Excavating, Inc.  
4740 Swisher Road  
West Lafayette, IN 47906

**VIA (ARCHITECT):**

**ARCHITECT'S PROJECT NO:**

**CONTRACT FOR:**

**CONTRACT DATE:**

ITEM	DESCRIPTION	PLAN QTY	UNIT PRICE	SCHEDULED VALUE	PREVIOUSLY COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMPLETED AND STORED	%	BALANCE
1	Mobilization & Demobilization	1.000	93,166.0000	93,166.00	.500	46,583.00	.000	0.00	0.00	46,583.00	50.00	46,583.00
2	Construction Entrance (12'x50'x12" or Equal)	2.000	3,500.0000	7,000.00	2.000	7,000.00	.000	0.00	0.00	7,000.00	100.00	.00
3	Tree Clearing	2.000	12,400.0000	24,800.00	2.000	24,800.00	.000	0.00	0.00	24,800.00	100.00	.00
4	15" PVC SDR-26 (Avg. Depth = 30.0')	4,051.000	234.0000	947,934.00	2,304.000	539,136.00	1,065.000	249,210.00	0.00	788,346.00	83.16	159,588.00
5	60" MH (Avg. Ht Rim to Inv. South = 31.1')	11.000	12,000.0000	132,000.00	7.000	84,000.00	3.000	36,000.00	9,140.00	129,140.00	97.83	2,860.00
6	60" Drop MH (MH 541; Use 8" Inv. South = 680.00)	1.000	18,000.0000	18,000.00	1.000	18,000.00	.000	0.00	0.00	18,000.00	100.00	.00
7	Tie-In to Existing MH/Sewer	2.000	9,700.0000	19,400.00	1.000	9,700.00	.000	0.00	0.00	9,700.00	50.00	9,700.00
8	Dewatering	.000	.0000	0.00	.000	0.00	.000	0.00	0.00	0.00		.00
9	Yard Preparation & Seeding	2.000	12,800.0000	25,600.00	.000	0.00	1.000	12,800.00	0.00	12,800.00	50.00	12,800.00
10	Farm Field Restoration	5.500	4,400.0000	24,200.00	.000	0.00	2.750	12,100.00	0.00	12,100.00	50.00	12,100.00
11	Remove 15" Plug; Disconnect Ex. 10" & Patch MH	1.000	7,900.0000	7,900.00	.000	0.00	.000	0.00	0.00	0.00	.00	7,900.00
12	Dewatering	1.000	70,000.0000	70,000.00	1.000	70,000.00	.000	0.00	0.00	70,000.00	100.00	.00
<b>REPORT TOTALS</b>				<b>\$1,370,000.00</b>		<b>\$799,219.00</b>		<b>\$310,110.00</b>		<b>\$1,118,469.00</b>		
									<b>\$9,140.00</b>			<b>\$251,531.00</b>

Est. No. 6 Sheet 1 of 1 Page 45 of 77  
 From 8/1/2020 to 8/31/2020

Atlas Excavating, Inc. 4740 Swisher Road, West Lafayette, IN 47906

(Contractor)			(Address)					
Material	Item #	Cost Code	Received To Date	Used To Date	On Hand	Invoice Unit Prices	Value	Invoice #
15X14 RT PVC SWR PIPE	4		4051	4051	0	\$ 13.51	\$ -	5629254, 5650279, 5649091
STR #543,542,541,540,539,545,547,548,549,544,550,546	5 & 6		12	10	2	\$ 4,570.00	\$ 9,140.00	3356811-00, 3354854-00, 3354852-00, 3353945-00, 3353939-00, 3365603-00, 3365605-00, 3365606-00, 3365607-00, 3365602-00, 3365608-00, 3365604-00

Value of Material on Hand..... \$ 9,140.00



**AFFIDAVIT and WAIVER OF LIEN**

Final       Partial       Payment to Follow

Bret Dierdorf being duly sworn states that he is Project Manager of Atlas Excavating, Inc. to furnish certain materials and / or labor as follows: Prime Contractor for the project known as Cumberland Sanitary Sewer (Company) (Job Name)

located at West Lafayette, IN and owned by American Suburban Utilities, Inc and does hereby further state on (Job Location) (Owner)

behalf of the aforementioned contractor:

(PARTIAL WAIVER) that there is due from the Owner the sum of:

**Two Hundred Forty Eight Thousand Ninety Nine Dollars and 19/100 (\$248,099.19)  
Pay Application #7**

\_\_\_\_ Receipt of which is hereby acknowledged, or

The payment of which has been promised as the sole consideration for this Affidavit and Partial Waiver of Lien, which is given solely in respect to said amount, and which waiver shall be effective only upon receipt of payment thereof by the undersigned:

(FINAL WAIVER) that the final balance due from the Owner is the sum of:

\_\_\_\_ Receipt of which is hereby acknowledged, or

\_\_\_\_ The payment of which as been promised as the sole consideration for this Affidavit and Final Waiver of Lien, which shall become effective upon receipt of such payment.

THEREFORE, the undersigned waives and releases unto the Owner and General Contractor of said premises, any and all lien or claim whatsoever on the above-described property and improvements thereon on account of Labor or Material or Both, furnished by the undersigned thereto, subject to limitations or conditions expressed herein, if any; and further certifies that no other party has any claim or right to a lien on account of any work performed or material furnished to the undersigned for said Project, and within the scope of this Affidavit and Waiver.

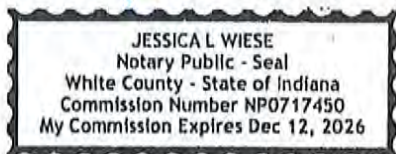
**Atlas Excavating, Inc.** Bret Dierdorf (Bret Dierdorf, Project Manager)

WITNESS MY HAND AND NOTARY SEAL, this 5th Day of October 2020

My Commission Expires: 12/12/2026

Residing in: White

Jessica L. Wiese  
Notary Signature - Jessica L. Wiese





AIA Type Document  
Application and Certification for Payment

TO (OWNER): CUMBERLAND SANITARY SEWER

PROJECT: CUMBERLAND SANITARY SEWER  
WEST LAFAYETTE, IN 47906

APPLICATION NO: 8  
PERIOD TO: 10/31/2020

DISTRIBUTION TO:  
\_ OWNER  
\_ ARCHITECT  
\_ CONTRACTOR

FROM (CONTRACTOR): Atlas Excavating, Inc.  
4740 Swisher Road  
West Lafayette, IN 47906

VIA (ARCHITECT):

ARCHITECT'S  
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for Payment, as shown below, in connection with the Contract.  
Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM .....	\$	1,300,000.00
2. Net Change by Change Orders .....	\$	70,000.00
3. CONTRACT SUM TO DATE (Line 1 + 2) .....	\$	1,370,000.00
4. TOTAL COMPLETED AND STORED TO DATE .....	\$	1,315,517.00
5. RETAINAGE:		
a. 10.00 % of Completed Work	\$	131,551.70
b. 0.00 % of Stored Material	\$	0.00
Total retainage (Line 5a + 5b) .....	\$	131,551.70
6. TOTAL EARNED LESS RETAINAGE .....	\$	1,183,965.30
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) .....	\$	1,006,622.10
8. CURRENT PAYMENT DUE .....	\$	177,343.20
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	186,034.70

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	70,000.00	0.00
Total approved this Month	0.00	0.00
TOTALS	70,000.00	0.00
NET CHANGES by Change Order	70,000.00	

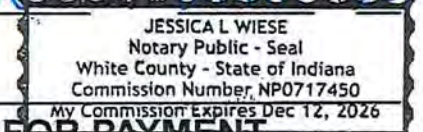
The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: Atlas Excavating, Inc.  
4740 Swisher Road West Lafayette, IN 47906

By: Bret Dierdorf Date: 10/27/20  
Bret Dierdorf Project Manager

State of: IN  
County of: Tippecanoe

Subscribed and Sworn to before me this 27th day of October 2020  
Notary Public: Jessica L Wiese  
My Commission Expires: 12/12/2026



**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ 177,343.20

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: TBIRA Design Services  
By: Juan M... Date: 10/29/2020

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**AIA Type Document**  
**Application and Certification for Payment**

**TO (OWNER): CUMBERLAND SANITARY SEWER**

**PROJECT: CUMBERLAND SANITARY SEWER  
 WEST LAFAYETTE, IN 47906**

**APPLICATION NO: 8  
 PERIOD TO: 10/31/2020**

**DISTRIBUTION TO:**  
 OWNER  
 ARCHITECT  
 CONTRACTOR

**FROM (CONTRACTOR): Atlas Excavating, Inc.  
 4740 Swisher Road  
 West Lafayette, IN 47906**

**VIA (ARCHITECT):**

**ARCHITECT'S  
 PROJECT NO:**

**CONTRACT FOR:**

**CONTRACT DATE:**

ITEM	DESCRIPTION	PLAN QTY	UNIT PRICE	SCHEDULED VALUE	PREVIOUSLY COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMPLETED AND STORED	%	BALANCE
1	Mobilization & Demobilization	1.000	93,166.0000	93,166.00	.500	46,583.00	.000	0.00	0.00	46,583.00	50.00	46,583.00
2	Construction Entrance (12'x50'x12" or Equal)	2.000	3,500.0000	7,000.00	2.000	7,000.00	.000	0.00	0.00	7,000.00	100.00	.00
3	Tree Clearing	2.000	12,400.0000	24,800.00	2.000	24,800.00	.000	0.00	0.00	24,800.00	100.00	.00
4	15" PVC SDR-26 (Avg. Depth = 30.0')	4,051.000	234.0000	947,934.00	3,369.000	788,346.00	682.000	159,588.00	0.00	947,934.00	100.00	.00
5	60" MH (Avg. Ht Rim to Inv. South = 31.1')	11.000	12,000.0000	132,000.00	10.000	120,000.00	1.000	12,000.00	0.00	132,000.00	100.00	.00
6	60" Drop MH (MH 541; Use 8" Inv. South = 680.00)	1.000	18,000.0000	18,000.00	1.000	18,000.00	.000	0.00	0.00	18,000.00	100.00	.00
7	Tie-In to Existing MH/Sewer	2.000	9,700.0000	19,400.00	1.000	9,700.00	1.000	9,700.00	0.00	19,400.00	100.00	.00
8	Dewatering	.000	.0000	0.00	.000	0.00	.000	0.00	0.00	0.00		.00
9	Yard Preparation & Seeding	2.000	12,800.0000	25,600.00	1.000	12,800.00	1.000	12,800.00	0.00	25,600.00	100.00	.00
10	Farm Field Restoration	5.500	4,400.0000	24,200.00	2.750	12,100.00	2.750	12,100.00	0.00	24,200.00	100.00	.00
11	Remove 15" Plug; Disconnect Ex. 10" & Patch MH	1.000	7,900.0000	7,900.00	.000	0.00	.000	0.00	0.00	0.00	.00	7,900.00
12	Dewatering	1.000	70,000.0000	70,000.00	1.000	70,000.00	.000	0.00	0.00	70,000.00	100.00	.00
<b>REPORT TOTALS</b>				<b>\$1,370,000.00</b>		<b>\$1,109,329.00</b>		<b>\$206,188.00</b>		<b>\$1,315,517.00</b>		
									<b>\$ .00</b>	<b>\$54,483.00</b>		

Est. No. 6 Sheet 1 of 1  
 From 8/1/2020 to 8/31/2020

Atlas Excavating, Inc. 4740 Swisher Road, West Lafayette, IN 47906

(Contractor)		(Address)						
Material	Item #	Cost Code	Received To Date	Used To Date	On Hand	Invoice Unit Prices	Value	Invoice #
15X14 RT PVC SWR PIPE	4		4051	4051	0	\$ 13.51	\$ -	5629254, 5650279, 5649091 3356811-00, 3354854-00, 3354852-00, 3353945-00, 3353939-00, 3365603-00, 3365605-00, 3365606-00, 3365607-00, 3365602-00, 3365608-00, 3365604-00
STR #543,542,541,540,539,545,547,548,549,544,550,546	5 & 6		12	12	0	\$ 4,570.00	\$ -	

Value of Material on Hand..... \$ -





**AFFIDAVIT and WAIVER OF LIEN**

Final       Partial       Payment to Follow

Bret Dierdorf being duly sworn states that he is Project Manager of Atlas Excavating, Inc. to furnish  
*(Company)*

certain materials and / or labor as follows: Prime Contractor for the project known as Cumberland Sanitary Sewer  
*(Job Name)*

located at West Lafayette, IN and owned by American Suburban Utilities, Inc and does hereby further state on  
*Job Location* *Owner*

behalf of the aforementioned contractor:

(PARTIAL WAIVER) that there is due from the Owner the sum of:

**One Hundred Seventy-Seven Thousand Three Hundred Forty-Three Dollars and 20/100 (\$177,343.20)  
Pay Application #8**

\_\_\_\_\_ Receipt of which is hereby acknowledged, or

The payment of which has been promised as the sole consideration for this Affidavit and Partial Waiver of Lien, which is given solely in respect to said amount, and which waiver shall be effective only upon receipt of payment thereof by the undersigned:

(FINAL WAIVER) that the final balance due from the Owner is the sum of:

\_\_\_\_\_ Receipt of which is hereby acknowledged, or

\_\_\_\_\_ The payment of which as been promised as the sole consideration for this Affidavit and Final Waiver of Lien, which shall become effective upon receipt of such payment.

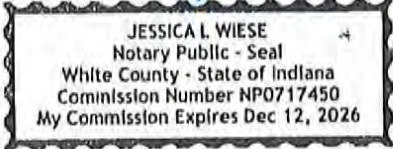
THEREFORE, the undersigned waives and releases unto the Owner and General Contractor of said premises, any and all lien or claim whatsoever on the above-described property and improvements thereon on account of Labor or Material or Both, furnished by the undersigned thereto, subject to limitations or conditions expressed herein, if any; and further certifies that no other party has any claim or right to a lien on account of any work performed or material furnished to the undersigned for said Project, and within the scope of this Affidavit and Waiver.

**Atlas Excavating, Inc.** Bret Dierdorf  
*(Bret Dierdorf, Project Manager)*

WITNESS MY HAND AND NOTARY SEAL, this 27th Day of October 2020

My Commission Expires: 12/12/2026  
Jessica L. Wiese  
Notary Signature - Jessica L. Wiese

Residing in: White



**AIA Type Document**  
**Application and Certification for Payment**

TO (OWNER): CUMBERLAND SANITARY SEWER

PROJECT: CUMBERLAND SANITARY SEWER  
WEST LAFAYETTE, IN 47906

APPLICATION NO: 9  
PERIOD TO: 12/17/2020

DISTRIBUTION  
TO:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

FROM (CONTRACTOR): Atlas Excavating, Inc.  
4740 Swisher Road  
West Lafayette, IN 47906

VIA (ARCHITECT):

ARCHITECT'S  
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for Payment, as shown below, in connection with the Contract.  
Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM .....	\$	<u>1,300,000.00</u>
2. Net Change by Change Orders .....	\$	<u>70,000.00</u>
3. CONTRACT SUM TO DATE (Line 1 + 2).....	\$	<u>1,370,000.00</u>
4. TOTAL COMPLETED AND STORED TO DATE .....	\$	<u>1,370,000.00</u>
5. RETAINAGE:		
a. <u>10.00</u> % of Completed Work	\$	<u>137,000.00</u>
b. <u>0.00</u> % of Stored Material	\$	<u>0.00</u>
Total retainage (Line 5a + 5b) .....	\$	<u>137,000.00</u>
6. TOTAL EARNED LESS RETAINAGE .....	\$	<u>1,233,000.00</u>
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) .....	\$	<u>1,183,965.30</u>
8. CURRENT PAYMENT DUE .....	\$	<u>49,034.70</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>137,000.00</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	70,000.00	0.00
Total approved this Month	0.00	0.00
TOTALS	70,000.00	0.00
NET CHANGES by Change Order	70,000.00	

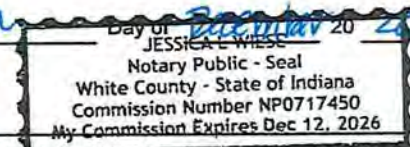
The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: Atlas Excavating, Inc.  
4740 Swisher Road West Lafayette, IN 47906

By: Bret Dierdorf / Project Manager Date: 12/17/20

State of: IN  
County of: Tippecanoe

Subscribed and Sworn to before me this 17th  
Notary Public: Jessica Wiese  
My Commission Expires: 12/12/2026



**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ 49,034.70

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: TABRD Design Services  
By: Jim W... Date: 12/21/2020

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



AIA Type Document  
Application and Certification for Payment

TO (OWNER): CUMBERLAND SANITARY SEWER

PROJECT: CUMBERLAND SANITARY SEWER  
WEST LAFAYETTE, IN 47906

APPLICATION NO: 9  
PERIOD TO: 12/17/2020

DISTRIBUTION TO:  
\_ OWNER  
\_ ARCHITECT  
\_ CONTRACTOR

FROM (CONTRACTOR): Atlas Excavating, Inc.  
4740 Swisher Road  
West Lafayette, IN 47906

VIA (ARCHITECT):

ARCHITECT'S  
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	PLAN QTY	UNIT PRICE	SCHEDULED VALUE	PREVIOUSLY COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMPLETED AND STORED	%	BALANCE
1	Mobilization & Demobilization	1.000	93,166.0000	93,166.00	.500	46,583.00	.500	46,583.00	0.00	93,166.00	100.00	.00
2	Construction Entrance (12'x50'x12" or Equal)	2.000	3,500.0000	7,000.00	2.000	7,000.00	.000	0.00	0.00	7,000.00	100.00	.00
3	Tree Clearing	2.000	12,400.0000	24,800.00	2.000	24,800.00	.000	0.00	0.00	24,800.00	100.00	.00
4	15" PVC SDR-26 (Avg. Depth = 30.0')	4,051.000	234.0000	947,934.00	4,051.000	947,934.00	.000	0.00	0.00	947,934.00	100.00	.00
5	60" MH (Avg. Ht Rim to Inv. South = 31.1')	11.000	12,000.0000	132,000.00	11.000	132,000.00	.000	0.00	0.00	132,000.00	100.00	.00
6	60" Drop MH (MH 541; Use 8" Inv. South = 680.00)	1.000	18,000.0000	18,000.00	1.000	18,000.00	.000	0.00	0.00	18,000.00	100.00	.00
7	Tie-In to Existing MH/Sewer	2.000	9,700.0000	19,400.00	2.000	19,400.00	.000	0.00	0.00	19,400.00	100.00	.00
8	Dewatering	.000	.0000	0.00	.000	0.00	.000	0.00	0.00	0.00		.00
9	Yard Preparation & Seeding	2.000	12,800.0000	25,600.00	2.000	25,600.00	.000	0.00	0.00	25,600.00	100.00	.00
10	Farm Field Restoration	5.500	4,400.0000	24,200.00	5.500	24,200.00	.000	0.00	0.00	24,200.00	100.00	.00
11	Remove 15" Plug; Disconnect Ex. 10" & Patch MH	1.000	7,900.0000	7,900.00	.000	0.00	1.000	7,900.00	0.00	7,900.00	100.00	.00
12	Dewatering	1.000	70,000.0000	70,000.00	1.000	70,000.00	.000	0.00	0.00	70,000.00	100.00	.00
<b>REPORT TOTALS</b>				<b>\$1,370,000.00</b>		<b>\$1,315,517.00</b>		<b>\$54,483.00</b>		<b>\$1,370,000.00</b>		
									<b>\$ .00</b>			<b>\$ .00</b>





**AIA Type Document**  
**Application and Certification for Payment**

TO (OWNER): CUMBERLAND SANITARY SEWER

PROJECT: CUMBERLAND SANITARY SEWER  
WEST LAFAYETTE, IN 47906

APPLICATION NO: 10  
PERIOD TO: 12/17/2020

DISTRIBUTION  
TO:  
\_ OWNER  
\_ ARCHITECT  
\_ CONTRACTOR

FROM (CONTRACTOR): Atlas Excavating, Inc.  
4740 Swisher Road  
West Lafayette, IN 47906

VIA (ARCHITECT):

ARCHITECT'S  
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for Payment, as shown below, in connection with the Contract.  
Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM .....	\$	1,300,000.00
2. Net Change by Change Orders .....	\$	70,000.00
3. CONTRACT SUM TO DATE (Line 1 + 2) .....	\$	1,370,000.00
4. TOTAL COMPLETED AND STORED TO DATE .....	\$	1,370,000.00
<b>5. RETAINAGE:</b>		
a. 10.00 % of Completed Work	\$	0.00
b. 0.00 % of Stored Material	\$	0.00
Total retainage (Line 5a + 5b) .....	\$	0.00
6. TOTAL EARNED LESS RETAINAGE .....	\$	1,233,000.00
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) .....	\$	1,233,000.00
8. CURRENT PAYMENT DUE .....	\$	137,000.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	70,000.00	0.00
Total approved this Month	0.00	0.00
<b>TOTALS</b>	<b>70,000.00</b>	<b>0.00</b>
NET CHANGES by Change Order	70,000.00	

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: Atlas Excavating, Inc.  
4740 Swisher Road West Lafayette, IN 47906

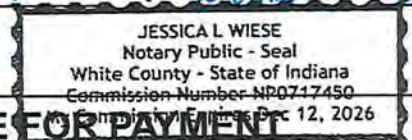
By: Bret Dierdorf Date: 12/17/20  
Bret Dierdorf / Project Manager

State of: IN

County of: Tippecanoe

Subscribed and Sworn to before me this 17th Day of December 20 20

Notary Public: Jessica L Wiese  
My Commission Expires: 12/12/2026



**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ 137,000.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: TARA Design Services  
By: Jane [Signature] Date: 12/28/2020

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**AIA Type Document  
Application and Certification for Payment**

**TO (OWNER):** CUMBERLAND SANITARY SEWER

**PROJECT:** CUMBERLAND SANITARY SEWER  
WEST LAFAYETTE, IN 47906

**APPLICATION NO:** 10  
**PERIOD TO:** 12/17/2020

**DISTRIBUTION TO:**  
 OWNER  
 ARCHITECT  
 CONTRACTOR

**FROM (CONTRACTOR):** Atlas Excavating, Inc.  
4740 Swisher Road  
West Lafayette, IN 47906

**VIA (ARCHITECT):**

**ARCHITECT'S PROJECT NO:**

**CONTRACT FOR:**

**CONTRACT DATE:**

ITEM	DESCRIPTION	PLAN QTY	UNIT PRICE	SCHEDULED VALUE	PREVIOUSLY COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMPLETED AND STORED	%	BALANCE
1	Mobilization & Demobilization	1.000	93,166.0000	93,166.00	1.000	93,166.00	.000	0.00	0.00	93,166.0	100.00	.00
2	Construction Entrance (12"x50"x12" or Equal)	2.000	3,500.0000	7,000.00	2.000	7,000.00	.000	0.00	0.00	7,000.00	100.00	.00
3	Tree Clearing	2.000	12,400.0000	24,800.00	2.000	24,800.00	.000	0.00	0.00	24,800.00	100.00	.00
4	15" PVC SDR-26 (Avg. Depth = 30.0')	4,051.000	234.0000	947,934.00	4,051.000	947,934.00	.000	0.00	0.00	947,934.00	100.00	.00
5	60" MH (Avg. Ht Rim to Inv. South = 31.1')	11.000	12,000.0000	132,000.00	11.000	132,000.00	.000	0.00	0.00	132,000.00	100.00	.00
6	60" Drop MH (MH 541; Use 8" Inv. South = 680.00)	1.000	18,000.0000	18,000.00	1.000	18,000.00	.000	0.00	0.00	18,000.00	100.00	.00
7	Tie-In to Existing MH/Sewer	2.000	9,700.0000	19,400.00	2.000	19,400.00	.000	0.00	0.00	19,400.00	100.00	.00
8	Dewatering	.000	.0000	0.00	.000	0.00	.000	0.00	0.00	0.00		.00
9	Yard Preparation & Seeding	2.000	12,800.0000	25,600.00	2.000	25,600.00	.000	0.00	0.00	25,600.00	100.00	.00
10	Farm Field Restoration	5.500	4,400.0000	24,200.00	5.500	24,200.00	.000	0.00	0.00	24,200.00	100.00	.00
11	Remove 15" Plug; Disconnect Ex. 10" & Patch MH	1.000	7,900.0000	7,900.00	1.000	7,900.00	.000	0.00	0.00	7,900.00	100.00	.00
12	Dewatering	1.000	70,000.0000	70,000.00	1.000	70,000.00	.000	0.00	0.00	70,000.00	100.00	.00
<b>REPORT TOTALS</b>				<b>\$1,370,000.00</b>		<b>\$1,370,000.00</b>		<b>\$0.00</b>		<b>\$1,370,000.00</b>		
									<b>\$0.00</b>			<b>\$0.00</b>





**AFFIDAVIT and WAIVER OF LIEN**

Final                      Partial                       Payment to Follow

Bret Dierdorf being duly sworn states that he is Project Manager of Atlas Excavating, Inc. to furnish  
(Company)

certain materials and / or labor as follows: Prime Contractor for the project known as Cumberland Sanitary Sewer  
(Job Name)

located at West Lafayette, IN and owned by American Suburban Utilities, Inc and does hereby further state on  
(Job Location) (Owner)

behalf of the aforementioned contractor:

(PARTIAL WAIVER) that there is due from the Owner the sum of:

\_\_\_\_\_ Receipt of which is hereby acknowledged, or

\_\_\_\_\_ The payment of which has been promised as the sole consideration for this Affidavit and Partial Waiver of Lien, which is given solely in respect to said amount, and which waiver shall be effective only upon receipt of payment thereof by the undersigned:

(FINAL WAIVER) that the final balance due from the Owner is the sum of:

**One Hundred Thirty-Seven Thousand Dollars and 00/100 (\$137,000.00)  
Pay Application #10**

\_\_\_\_\_ Receipt of which is hereby acknowledged, or

The payment of which as been promised as the sole consideration for this Affidavit and Final Waiver of Lien, which shall become effective upon receipt of such payment.

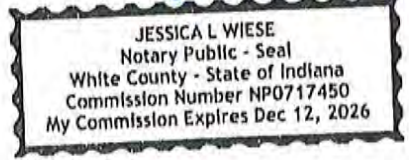
THEREFORE, the undersigned waives and releases unto the Owner and General Contractor of said premises, any and all lien or claim whatsoever on the above-described property and improvements thereon on account of Labor or Material or Both, furnished by the undersigned thereto, subject to limitations or conditions expressed herein, if any; and further certifies that no other party has any claim or right to a lien on account of any work performed or material furnished to the undersigned for said Project, and within the scope of this Affidavit and Waiver.

Atlas Excavating, Inc. Bret Dierdorf  
(Bret Dierdorf, Project Manager)

WITNESS MY HAND AND NOTARY SEAL, this 17th Day of December 2020

My Commission Expires: 12/12/2026  
Jessica L. Wiese  
Notary Signature - Jessica L. Wiese

Residing in: White



1945



**Patriot Engineering And Environmental, Inc.**

6150 E. 75th Street  
Indianapolis, IN 46250  
317-576-8058

American Suburban Utilities, Inc.  
3350 W 250 N  
West Lafayette, IN 47906

Invoice number 108690  
Date 02/04/2019  
Project 18-1603-06G Cumberland  
Avenue Sewer Line Installment  
PM Christian C. Pohlar

For Professional Services provided through 01/20/2019.

Contact : Scott Lods

Description	Current Billed
Geotechnical Engineering Investigation	9,000.00
Total	9,000.00
Invoice total	<b>9,000.00</b>

Interest charges of 1 1/2% per month will be applied to invoices not paid within 30 days.

For information regarding this invoice, please contact Katie Bechman at 317-558-5031, kbechman@patrioteng.com.

Thank you. We appreciate your business!

1945 Ch# 4399 6-FEB-19



**TBIRD**  
 Design Services Corporation  
**Engineering and Surveying**  
 105 N 10th Street, Lafayette, IN 47901  
 765-742-1900

Cumberland Road - Other Invoices  
 Cause No. 45649-U Cause No. 45649-U  
 Informal Discovery, 12/20/2021 Page 58 of 77

American Suburban Utilities  
 3350 West, 250 North  
 West Lafayette, IN 47906

Invoice number 8075  
 Date 07/01/2019

Project 14011 ASU Cumberland  
 DUE UPON RECEIPT

Professional services through 06/28/2019

**Invoice Summary**

Description	Prior Billed	Current Billed	Total Billed
ENGINEERING DESIGN	6,858.25	0.00	6,858.25
APPROVED CONSTRUCTION PLANS	3,796.25	0.00	3,796.25
SURVEY CONSTRUCTION ENGINEERING	300.00	0.00	300.00
EASEMENTS / PROPERTY ACQUISITION	0.00	1,702.50	1,702.50
REIMBURSABLE EXPENSES	0.00	257.50	257.50
<b>Total</b>	<b>10,954.50</b>	<b>1,960.00</b>	<b>12,914.50</b>

**Easements / Property Acquisition**

Professional Fees

	Hours	Rate	Billed Amount
Senior Engineer	1.50	155.00	232.50
Project Designer	4.00	100.00	400.00
	5.00	130.00	650.00
Administrative Assistant	7.00	60.00	420.00

**Reimbursable Expenses**

Reimbursables

	Units	Rate	Billed Amount
Deed Research Copies			
Non Vendor Reimbursables	103.00	2.50	257.50
14011-Laredo Copies			
<b>Subtotal</b>			<b>257.50</b>
<b>Subtotal</b>			<b>257.50</b>

Invoice total **1,960.00**

Subject to a late fee of 18% APR if not paid within 30 days.

1945 Cumberland Ch # 4845 8-JUL-19





**TBIRD**  
 Design Services Corporation  
**Engineering and Surveying**  
 105 N 10th Street, Lafayette, IN 47901  
 765-742-1900

Cumberland Road - Other Invoices  
 Cause No. 45649-U Cause No. 45649-U  
 Informal Discovery, 12/20/2021 Page 59 of 77

American Suburban Utilities  
 3350 West, 250 North  
 West Lafayette, IN 47906

Invoice number 8142  
 Date 08/02/2019

Project 14011 ASU Cumberland

Professional services through 07/26/2019

DUE UPON RECEIPT

**Invoice Summary**

Description	Prior Billed	Current Billed	Total Billed
ENGINEERING DESIGN	6,858.25	0.00	6,858.25
APPROVED CONSTRUCTION PLANS	3,796.25	0.00	3,796.25
SURVEY CONSTRUCTION ENGINEERING	300.00	0.00	300.00
EASEMENTS / PROPERTY ACQUISITION	1,702.50	1,618.75	3,321.25
REIMBURSABLE EXPENSES	257.50	0.00	257.50
<b>Total</b>	<b>12,914.50</b>	<b>1,618.75</b>	<b>14,533.25</b>

**Easements / Property Acquisition**

Professional Fees

	Hours	Rate	Billed Amount
Senior Engineer	2.25	155.00	348.75
Project Designer	7.50	100.00	750.00
	4.00	130.00	520.00
		<b>Invoice total</b>	<b>1,618.75</b>

Subject to a late fee of 18% APR if not paid within 30 days.

1945 Ch# 4942 7-AUG-19



**TBIRD**  
 Design Services Corporation  
**Engineering and Surveying**  
 105 N 10th Street, Lafayette, IN 47901  
 765-742-1900

Cumberland Road - Other Invoices  
 Cause No. 45649-U Cause No. 45649-U  
 Informal Discovery, 12/20/2021 Page 60 of 77

American Suburban Utilities  
 3350 West, 250 North  
 West Lafayette, IN 47906

Invoice number 8196  
 Date 09/03/2019

Project 14011 ASU Cumberland

Professional services through 08/31/2019

DUE UPON RECEIPT

**Invoice Summary**

Description	Prior Billed	Current Billed	Total Billed
ENGINEERING DESIGN	6,858.25	0.00	6,858.25
APPROVED CONSTRUCTION PLANS	3,796.25	4,430.00	8,226.25
SURVEY CONSTRUCTION ENGINEERING	300.00	0.00	300.00
EASEMENTS / PROPERTY ACQUISITION	3,321.25	0.00	3,321.25
REIMBURSABLE EXPENSES	257.50	160.00	417.50
<b>Total</b>	<b>14,533.25</b>	<b>4,590.00</b>	<b>19,123.25</b>

**Approved Construction Plans**

Professional Fees

	Hours	Rate	Billed Amount
Senior Engineer	13.00	155.00	2,015.00
Project Designer	17.00	100.00	1,700.00
CAD Designer	7.00	90.00	630.00
Principal	0.50	170.00	85.00

**Reimbursable Expenses**

Reimbursables

	Units	Rate	Billed Amount
Deed Research Copies			
Non Vendor Reimbursables	64.00	2.50	160.00
<b>Subtotal</b>			<b>160.00</b>
<b>Subtotal</b>			<b>160.00</b>

Invoice total **4,590.00**

Subject to a late fee of 18% APR if not paid within 30 days.

1945 CH#5091 30-SEP-19



**TBIRD**  
 Design Services Corporation  
**Engineering and Surveying**  
 105 N 10th Street, Lafayette, IN 47901  
 765-742-1900

Cumberland Road - Other Invoices  
 Cause No. 45649-U Cause No. 45649-U  
 Informal Discovery, 12/20/2021 Page 61 of 77

American Suburban Utilities  
 3350 West, 250 North  
 West Lafayette, IN 47906

Invoice number 8306  
 Date 11/04/2019

Project 14011 ASU Cumberland

DUE UPON RECEIPT

Professional services through 10/31/2019

**Invoice Summary**

Description	Prior Billed	Current Billed	Total Billed
ENGINEERING DESIGN	6,858.25	0.00	6,858.25
APPROVED CONSTRUCTION PLANS	8,381.25	882.50	9,263.75
EASEMENTS / PROPERTY ACQUISITION	3,321.25	0.00	3,321.25
SURVEY CONSTRUCTION ENGINEERING	300.00	2,747.50	3,047.50
CONSTRUCTION MANAGEMENT	0.00	0.00	0.00
REIMBURSABLE EXPENSES	417.50	12.50	430.00
<b>Total</b>	<b>19,278.25</b>	<b>3,642.50</b>	<b>22,920.75</b>

**Approved Construction Plans**

Professional Fees

	Hours	Rate	Billed Amount
Senior Engineer	2.50	155.00	387.50
CAD Designer	5.50	90.00	495.00

**Survey Construction Engineering**

Professional Fees

	Hours	Rate	Billed Amount
Senior Land Surveyor	2.50	155.00	387.50
CAD Designer	1.00	90.00	90.00
Principal	1.00	170.00	170.00
Two Man Survey Crew	14.00	150.00	2,100.00

**Reimbursable Expenses**

Reimbursables

	Units	Rate	Billed Amount
Deed Research Copies			
Non Vendor Reimbursables	5.00	2.50	12.50

Subtotal 12.50

Subtotal 12.50

Invoice total **3,642.50**

1945 Ch# 5229 7-NOV-19



**TBIRD**  
 Design Services Corporation  
**Engineering and Surveying**  
 105 N 10th Street, Lafayette, IN 47901  
 765-742-1900

Cumberland Road - Other Invoices  
 Cause No. 45649-U Cause No. 45649-U  
 Informal Discovery, 12/20/2021 Page 62 of 77

American Suburban Utilities  
 3350 West, 250 North  
 West Lafayette, IN 47906

Invoice number 8378  
 Date 12/02/2019

Project 14011 ASU Cumberland  
 DUE UPON RECEIPT

Professional services through 11/30/2019

**Invoice Summary**

Description	Prior Billed	Current Billed	Total Billed
ENGINEERING DESIGN	6,858.25	0.00	6,858.25
APPROVED CONSTRUCTION PLANS	9,263.75	1,591.25	10,855.00
EASEMENTS / PROPERTY ACQUISITION	3,321.25	0.00	3,321.25
SURVEY CONSTRUCTION ENGINEERING	3,047.50	1,605.00	4,652.50
CONSTRUCTION MANAGEMENT	0.00	835.00	835.00
REIMBURSABLE EXPENSES	430.00	0.00	430.00
<b>Total</b>	<b>22,920.75</b>	<b>4,031.25</b>	<b>26,952.00</b>

**Approved Construction Plans**

Professional Fees

	Hours	Rate	Billed Amount
Senior Engineer	4.75	155.00	736.25
CAD Designer	9.50	90.00	855.00

**Survey Construction Engineering**

Professional Fees

	Hours	Rate	Billed Amount
Senior Land Surveyor	1.50	155.00	232.50
CAD Designer	5.25	90.00	472.50
Two Man Survey Crew	6.00	150.00	900.00

**Construction Management**

Professional Fees

	Hours	Rate	Billed Amount
Field Services Manager	4.50	110.00	495.00
Principal	2.00	170.00	340.00

Invoice total **4,031.25**

1945 ch #5539 6-FeB

Subject to a late fee of 18% APR if not paid within 30 days.



**TBIRD**  
 Design Services Corporation  
**Engineering and Surveying**  
 105 N 10th Street, Lafayette, IN 47901  
 766-742-1900

Cumberland Road - Other Invoices  
 Cause No. 45649-U Cause No. 45649-U  
 Informal Discovery, 12/20/2021 Page 63 of 77

American Suburban Utilities  
 3350 West, 250 North  
 West Lafayette, IN 47906  
 Toni Neal

Invoice number 8478  
 Date 02/03/2020

Project 14011 ASU Cumberland

Professional services through 01/31/2020

DUE UPON RECEIPT

**Invoice Summary**

Description	Prior Billed	Current Billed	Total Billed
ENGINEERING DESIGN	6,858.25	0.00	6,858.25
APPROVED CONSTRUCTION PLANS	10,855.00	0.00	10,855.00
EASEMENTS / PROPERTY ACQUISITION	3,321.25	0.00	3,321.25
SURVEY CONSTRUCTION ENGINEERING	4,652.50	0.00	4,652.50
CONSTRUCTION MANAGEMENT	3,882.50	5,505.00	9,387.50
REIMBURSABLE EXPENSES	430.00	0.00	430.00
<b>Total</b>	<b>29,999.50</b>	<b>5,505.00</b>	<b>35,504.50</b>

**Construction Management**

Professional Fees

	Hours	Rate	Billed Amount
Field Services Manager	48.50	110.00	5,335.00
Principal	1.00	170.00	170.00
<b>Invoice total</b>			<b>5,505.00</b>

Subject to a late fee of 18% APR if not paid within 30 days.

1945 ch #5539

10-REM



**TBIRD**  
 Design Services Corporation  
**Engineering and Surveying**  
 105 N 10th Street, Lafayette, IN 47901  
 765-742-1900

Cumberland Road - Other Invoices  
 Cause No. 45649-U Cause No. 45649-U  
 Informal Discovery, 12/20/2021 Page 64 of 77

American Suburban Utilities  
 3350 West, 250 North  
 West Lafayette, IN 47906

Invoice number 8432  
 Date 01/06/2020

Project 14011 ASU Cumberland

DUE UPON RECEIPT

Professional services through 12/31/2019

**Invoice Summary**

Description	Prior Billed	Current Billed	Total Billed
ENGINEERING DESIGN	6,858.25	0.00	6,858.25
APPROVED CONSTRUCTION PLANS	10,855.00	0.00	10,855.00
EASEMENTS / PROPERTY ACQUISITION	3,321.25	0.00	3,321.25
SURVEY CONSTRUCTION ENGINEERING	4,652.50	0.00	4,652.50
CONSTRUCTION MANAGEMENT	835.00	3,047.50	3,882.50
REIMBURSABLE EXPENSES	430.00	0.00	430.00
<b>Total</b>	<b>26,952.00</b>	<b>3,047.50</b>	<b>29,999.50</b>

**Construction Management**

Professional Fees

	Hours	Rate	Billed Amount
Senior Engineer	0.50	155.00	77.50
Field Services Manager	27.00	110.00	2,970.00
		<b>Invoice total</b>	<b>3,047.50</b>

Subject to a late fee of 18% APR if not paid within 30 days.

1945 CH# 5539

U-FeB



**TBIRD**  
 Design Services Corporation  
**Engineering and Surveying**  
 105 N 10th Street, Lafayette, IN 47901  
 765-742-1900

Cumberland Road - Other Invoices  
 Cause No. 45649-U Cause No. 45649-U  
 Informal Discovery, 12/20/2021 Page 65 of 77

American Suburban Utilities  
 3350 West, 250 North  
 West Lafayette, IN 47906  
 Toni Neal

Invoice number 8645  
 Date 05/01/2020  
 Project 14011 ASU Cumberland

Professional services through 04/30/2020

DUE UPON RECEIPT

**Invoice Summary**

Description	Prior Billed	Current Billed	Total Billed
ENGINEERING DESIGN	6,858.25	0.00	6,858.25
APPROVED CONSTRUCTION PLANS	10,855.00	0.00	10,855.00
EASEMENTS / PROPERTY ACQUISITION	3,321.25	0.00	3,321.25
SURVEY CONSTRUCTION ENGINEERING	4,652.50	0.00	4,652.50
CONSTRUCTION MANAGEMENT	16,372.50	1,760.00	18,132.50
REIMBURSABLE EXPENSES	430.00	0.00	430.00
<b>Total</b>	<b>42,489.50</b>	<b>1,760.00</b>	<b>44,249.50</b>

**Construction Management**

Professional Fees

	Hours	Rate	Billed Amount
Field Services Manager	16.00	110.00	1,760.00
<b>Invoice total</b>			<b>1,760.00</b>

Subject to a late fee of 18% APR if not paid within 30 days.





**TBIRD**  
 Design Services Corporation  
**Engineering and Surveying**  
 105 N 10th Street, Lafayette, IN 47901  
 765-742-1900

Cumberland Road - Other Invoices  
 Cause No. 45649-U Cause No. 45649-U  
 Informal Discovery, 12/20/2021 Page 66 of 77

OUCC Attachment JTP-8  
 Cause No. 45649-U  
 Informal Discovery, 12/20/2021 Page 66 of 77

American Suburban Utilities  
 3350 West, 250 North  
 West Lafayette, IN 47906  
 Toni Neal

Invoice number 8584  
 Date 03/31/2020  
 Project 14011 ASU Cumberland

Professional services through 03/29/2020

DUE UPON RECEIPT

**Invoice Summary**

Description	Prior Billed	Current Billed	Total Billed
ENGINEERING DESIGN	6,858.25	0.00	6,858.25
APPROVED CONSTRUCTION PLANS	10,855.00	0.00	10,855.00
EASEMENTS / PROPERTY ACQUISITION	3,321.25	0.00	3,321.25
SURVEY CONSTRUCTION ENGINEERING	4,652.50	0.00	4,652.50
CONSTRUCTION MANAGEMENT	13,282.50	3,090.00	16,372.50
REIMBURSABLE EXPENSES	430.00	0.00	430.00
<b>Total</b>	<b>39,399.50</b>	<b>3,090.00</b>	<b>42,489.50</b>

**Construction Management**

Professional Fees

	Hours	Rate	Billed Amount
Field Services Manager	25.00	110.00	2,750.00
Principal	2.00	170.00	340.00
<b>Invoice total</b>			<b>3,090.00</b>

Subject to a late fee of 18% APR if not paid within 30 days.



**TBIRD**  
 Design Services Corporation  
**Engineering and Surveying**  
 105 N 10th Street, Lafayette, IN 47901  
 785-742-1900

Cumberland Road - Other Invoices  
 Cause No. 45649-U Cause No. 45649-U  
 Informal Discovery, 12/20/2021 Page 67 of 77

OUC Attachment JTP-8

American Suburban Utilities  
 3350 West, 250 North  
 West Lafayette, IN 47906  
 Toni Neal

Invoice number 8753  
 Date 07/06/2020  
 Project 14011 ASU Cumberland

Professional services through 06/26/2020

DUE UPON RECEIPT

**Invoice Summary**

Description	Prior Billed	Current Billed	Total Billed
ENGINEERING DESIGN	6,858.25	0.00	6,858.25
APPROVED CONSTRUCTION PLANS	10,855.00	0.00	10,855.00
EASEMENTS / PROPERTY ACQUISITION	3,321.25	0.00	3,321.25
SURVEY CONSTRUCTION ENGINEERING	4,652.50	0.00	4,652.50
CONSTRUCTION MANAGEMENT	18,132.50	572.50	18,705.00
REIMBURSABLE EXPENSES	430.00	0.00	430.00
<b>Total</b>	<b>44,249.50</b>	<b>572.50</b>	<b>44,822.00</b>

**Construction Management**

Professional Fees

	Hours	Rate	Billed Amount
Senior Engineer	0.50	155.00	77.50
Field Services Technician	5.50	90.00	495.00
<b>Invoice total</b>			<b>572.50</b>

Subject to a late fee of 18% APR if not paid within 30 days.

1945

PAID CH # 6029



**TBIRD**  
 Design Services Corporation  
**Engineering and Surveying**  
 105 N 10th Street, Lafayette, IN 47901  
 765-742-1900

Cumberland Road - Other Invoices  
 Cause No. 45649-U Cause No. 45649-U  
 Informal Discovery, 12/20/2021 Page 68 of 77

UCC Attachment JTP-8  
 1915  
 Check # 0181  
 9-Sept-20

American Suburban Utilities  
 3350 West, 250 North  
 West Lafayette, IN 47906  
 Accounting-ASU

Invoice number 8861  
 Date 09/02/2020  
 Project 14011 ASU Cumberland

Professional services through 08/30/2020

DUE UPON RECEIPT

**Invoice Summary**

Description	Prior Billed	Current Billed	Total Billed
ENGINEERING DESIGN	6,858.25	0.00	6,858.25
APPROVED CONSTRUCTION PLANS	10,855.00	0.00	10,855.00
EASEMENTS / PROPERTY ACQUISITION	3,321.25	0.00	3,321.25
SURVEY CONSTRUCTION ENGINEERING	4,652.50	527.50	5,180.00
CONSTRUCTION MANAGEMENT	18,705.00	1,245.00	19,950.00
REIMBURSABLE EXPENSES	430.00	0.00	430.00
<b>Total</b>	<b>44,822.00</b>	<b>1,772.50</b>	<b>46,594.50</b>

**Survey Construction Engineering**

Professional Fees

	Hours	Rate	Billed Amount
Senior Land Surveyor	0.50	155.00	77.50
Two Man Survey Crew	3.00	150.00	450.00

**Construction Management**

Professional Fees

	Hours	Rate	Billed Amount
Field Services Manager	9.00	110.00	990.00
Principal	1.50	170.00	255.00

Invoice total **1,772.50**

Subject to a late fee of 18% APR if not paid within 30 days.



American Suburban Utilities  
 3350 West, 250 North  
 West Lafayette, IN 47906  
 Toni Neal

Invoice number 8532  
 Date 03/03/2020  
 Project **14011 ASU Cumberland**

Professional services through 02/29/2020

DUE UPON RECEIPT

**Invoice Summary**

Description	Prior Billed	Current Billed	Total Billed
ENGINEERING DESIGN	6,858.25	0.00	6,858.25
APPROVED CONSTRUCTION PLANS	10,855.00	0.00	10,855.00
EASEMENTS / PROPERTY ACQUISITION	3,321.25	0.00	3,321.25
SURVEY CONSTRUCTION ENGINEERING	4,652.50	0.00	4,652.50
CONSTRUCTION MANAGEMENT	9,387.50	3,895.00	13,282.50
REIMBURSABLE EXPENSES	430.00	0.00	430.00
<b>Total</b>	<b>35,504.50</b>	<b>3,895.00</b>	<b>39,399.50</b>

**Construction Management**

Professional Fees

	Hours	Rate	Billed Amount
Field Services Manager	35.00	110.00	3,850.00
Field Services Technician	0.50	90.00	45.00
<b>Invoice total</b>			<b>3,895.00</b>

Subject to a late fee of 18% APR if not paid within 30 days.



**TBIRD**  
 Design Services Corporation  
**Engineering and Surveying**  
 105 N 10th Street, Lafayette, IN 47901  
 785-742-1900

Cumberland Road - Other Invoices  
 Cause No. 45649-U Cause No. 45649-U  
 Informal Discovery, 12/20/2021 Page 70 of 77

American Suburban Utilities  
 3350 West, 250 North  
 West Lafayette, IN 47906  
 Accounting-ASU

Invoice number 8912  
 Date 10/02/2020  
 Project **14011 ASU Cumberland**

Professional services through 09/27/2020

**DUE UPON RECEIPT**

**Invoice Summary**

Description	Prior Billed	Current Billed	Total Billed
ENGINEERING DESIGN	6,858.25	0.00	6,858.25
APPROVED CONSTRUCTION PLANS	10,855.00	0.00	10,855.00
EASEMENTS / PROPERTY ACQUISITION	3,321.25	0.00	3,321.25
SURVEY CONSTRUCTION ENGINEERING	5,180.00	0.00	5,180.00
CONSTRUCTION MANAGEMENT	19,950.00	1,930.00	21,880.00
REIMBURSABLE EXPENSES	430.00	0.00	430.00
<b>Total</b>	<b>46,594.50</b>	<b>1,930.00</b>	<b>48,524.50</b>

**Construction Management**

Professional Fees

	Hours	Rate	Billed Amount
Field Services Manager	16.00	110.00	1,760.00
Principal	1.00	170.00	170.00
<b>Invoice total</b>			<b>1,930.00</b>

Subject to a late fee of 18% APR if not paid within 30 days.

CL# 6246 5-04-20  
 1945



American Suburban Utilities  
 3350 West, 250 North  
 West Lafayette, IN 47906  
 Accounting-ASU

Invoice number 8969  
 Date 11/03/2020  
 Project 14011 ASU Cumberland

1945

Professional services through 10/31/2020

DUE UPON RECEIPT

**Invoice Summary**

Description	Prior Billed	Current Billed	Total Billed
ENGINEERING DESIGN	6,858.25	0.00	6,858.25
APPROVED CONSTRUCTION PLANS	10,855.00	0.00	10,855.00
EASEMENTS / PROPERTY ACQUISITION	3,321.25	0.00	3,321.25
SURVEY CONSTRUCTION ENGINEERING	5,180.00	0.00	5,180.00
CONSTRUCTION MANAGEMENT	21,880.00	1,355.00	23,235.00
REIMBURSABLE EXPENSES	430.00	0.00	430.00
<b>Total</b>	<b>48,524.50</b>	<b>1,355.00</b>	<b>49,879.50</b>

**Construction Management**

Professional Fees

	Hours	Rate	Billed Amount
Field Services Manager	10.00	110.00	1,100.00
Principal	1.50	170.00	255.00
<b>Invoice total</b>			<b>1,355.00</b>

Subject to a late fee of 18% APR if not paid within 30 days.

1945 ch# 6351 5-Nov



**TBIRD**  
 Design Services Corporation  
**Engineering and Surveying**  
 105 N 10th Street, Lafayette, IN 47901  
 765-742-1900

Cumberland Road - Other Invoices  
 Cause No. 45649-U Cause No. 45649-U  
 Informal Discovery, 12/20/2021 Page 72 of 77

OUC Attachment JTP-8

American Suburban Utilities  
 3350 West, 250 North  
 West Lafayette, IN 47906  
 Accounting-ASU

Invoice number 9037  
 Date 12/04/2020  
 Project **14011 ASU Cumberland**

Professional services through 11/29/2020

DUE UPON RECEIPT

**Invoice Summary**

Description	Prior Billed	Current Billed	Total Billed
ENGINEERING DESIGN	6,858.25	0.00	6,858.25
APPROVED CONSTRUCTION PLANS	10,855.00	0.00	10,855.00
EASEMENTS / PROPERTY ACQUISITION	3,321.25	0.00	3,321.25
SURVEY CONSTRUCTION ENGINEERING	5,180.00	0.00	5,180.00
CONSTRUCTION MANAGEMENT	23,235.00	330.00	23,565.00
REIMBURSABLE EXPENSES	430.00	0.00	430.00
<b>Total</b>	<b>49,879.50</b>	<b>330.00</b>	<b>50,209.50</b>

**Construction Management**

Professional Fees

	Hours	Rate	Billed Amount
Field Services Manager	3.00	110.00	330.00
<b>Invoice total</b>			<b>330.00</b>

Subject to a late fee of 18% APR if not paid within 30 days.

1945 Ch # 6455 7-Dec



**MUTUAL RELEASE AND SETTLEMENT AGREEMENT**

This mutual release and settlement agreement is entered into among West Ridge Apartments LLC ("West Ridge"), Atlas Excavating, Inc. ("Atlas") and American Suburban Utilities, Inc. ("ASU").

**BACKGROUND:**

Atlas performed work as a subcontractor for ASU at West Ridge's property having Parcel #79-06-11-100-016.000-023 (the "Real Estate"). A dispute has arisen between the parties related to the work performed to install sewer utilities at the Real Estate (the "Work"). The parties wish to resolve their dispute on the terms set forth in this agreement.

The parties agree as follows:

1. **No Admission.** This agreement is not an admission of fault, wrongdoing, or liability by any party. This agreement is merely a compromise of disputed claims related to the situation described above. Each party specifically denies any liability to the other parties. No part of this agreement may be used as an admission in any judicial proceeding, legal proceeding, or other forum other than a suit to enforce the terms of this agreement.
2. **Payment.** In consideration of the parties entering into this agreement, Atlas and ASU shall jointly and severally pay West Ridge a total sum of \$100,000.00, collectively, within 30 days of this agreement.
3. **Release.** Each of the parties hereby releases, quits and forever discharges each of the other parties, and their heirs, executors, agents, successors, and assigns from any and all claims, debts, charges, damages, rights of action, causes of action of any kind, character or description, that has previously occurred and is known or unknown to the parties, or any matter whatsoever pertaining to, arising out of, or relating to the Work. This agreement shall inure to the benefit of and may be enforced by, and shall be binding on the parties and their heirs, executors, administrators, personal representatives, assigns, and successors in interest.
4. **Complete Agreement.** This agreement contains the entire agreement between the parties, and the terms are contractual and not a mere recital. This agreement resolves all disputes and issues between the parties relating to the Work. This agreement may not be amended or modified, nor any obligation waived, except by an agreement in writing signed by both parties hereto.

The parties are signing this agreement on the date set out below their signature.

**WEST RIDGE APARTMENTS LLC**


**ATLAS EXCAVATING, INC.**

**AMERICAN SUBURBAN UTILITIES, INC.**

By: \_\_\_\_\_

David Hood, President

Date: \_\_\_\_\_

  
Digitally signed by Casey Dillon  
Reason: I have reviewed this document  
Contact Info: 765-479-8040  
Date: 2020.11.17.11:11:41-0500

Casey Dillon, CEO

Date: 11-17-2020

By: \_\_\_\_\_

Scott Lods, President

Date: \_\_\_\_\_

1945 Ch # 6429 3-DEC

American Suburban Utilities  
3150 WY 250 N

Marital Trust

07/31/19

4908

07/31/19

\$3,000.00

⑆4908⑆ ⑆071201320⑆ 10019359⑆

From: American Suburban Utilities  
F. Lynn Cason Jr Marital Trust  
Easements

3,000.00

07/31/19

4908

\$3,000.00



O 765.423.7900  
 A 250 MAIN STREET, SUITE 590  
 LAFAYETTE, IN 47901  
 W WWW.GUTWEINLAW.COM



Attn: Scott L. Lods  
 American Suburban Utilities  
 3350 W 250 N  
 West Lafayette, IN 47906

Page: 1  
 July 8, 2019  
 Invoice No. 284659  
 Account No. 11954.0014

3350 W 250 N Purchase of .23 AC

Description

			Rate	Hours	
06/04/2019	CDS	Correspondence with client re: status of closing and desired timeline; conference with title company re: status of closing and closing documents	295.00	0.50	147.50
06/05/2019	CDS	Conference with title company re: closing and related parties	295.00	0.50	147.50
06/06/2019	CDS	Review and analysis of closing information and timing; conference with title company re: status	295.00	0.50	147.50
06/07/2019	MMB	Receive, review and compile closing documents	170.00	0.20	34.00
	CDS	Review and revise closing documents and settlement statement; phone conference with client re: closing information; phone conference with title company re: revisions to closing documents; review and revise deed; attend closing; conference with client re: easements and related project	295.00	2.10	619.50
06/10/2019	CDS	Consultation re: status of easements and related information	295.00	0.40	118.00
		For Current Services Rendered		4.20	1,214.00
		Total Current Work			1,214.00
		Previous Balance			\$1,504.50

Payments

06/21/2019		Payment Received.			-1,504.50
		<b>Balance Due</b>			<u>\$1,214.00</u>

Federal ID # 46-1121233

**Interest at the rate of 1.5% per month is charged on all invoices not paid within 30 days.**

12 1945 Ch# 4862 11-JUL

O 765.423.7900  
 A 250 MAIN STREET, SUITE 590  
 LAFAYETTE, IN 47901  
 W WWW.GUTWEINLAW.COM



Attn: Scott L. Lods  
 American Suburban Utilities  
 3350 W 250 N  
 West Lafayette, IN 47906

Page: 1  
 August 2, 2019  
 Invoice No. 285340  
 Account No. 11954.0014

3350 W 250 N Purchase of .23 AC

Description

		Rate	Hours	
07/31/2019	MMB Consultation re: easements; review easements and exhibits; prepare draft Corporate Warranty Deed for .23-acre tract		0.80	n/c
	CDS Phone conference with client re: transfer of easement and potential revisions; review and analysis of proposed deed, transfer documents and easements;	295.00	1.40	413.00
	For Current Services Rendered		1.40	413.00
	Total Current Work			413.00
	Previous Balance			\$1,214.00

Payments

07/26/2019	Payment Received.			-1,214.00
	<b>Balance Due</b>			<u>\$413.00</u>

Federal ID # 46-1121233

**Interest at the rate of 1.5% per month is charged on all invoices not paid  
 within 30 days.**

1945 Ch# 4947 7-AUG

O 765.423.7900  
 A 250 MAIN STREET, SUITE 590  
 LAFAYETTE, IN 47901  
 W WWW.GUTWEINLAW.COM



Attn: Scott L. Lods  
 American Suburban Utilities  
 3350 W 250 N  
 West Lafayette, IN 47906

Page: 1  
 September 4, 2019  
 Invoice No. 286384  
 Account No. 11954.0015

Easement Agreement

*Capitalized  
1945*

Description

Rate Hours

08/01/2019	MMB	Receive and review deed; receive, review and compile correspondence, easements and drawings to make future reference efficient; revise deed and add signature page to easement	170.00	0.70	119.00
	CDS	Review and analysis of easement agreements and closing information; prepare signature packets and revisions to deed; consultation re: closing; phone conference with client re: closing and status; conference with title company re: impact to commitment and easements	295.00	2.10	619.50
08/02/2019	MMB	Conference with Advantage Title re: easements; phone conference with Alan White, broker for Lynn Cason	170.00	0.90	153.00
	CDS	Review and revise easement agreements to prepare for recording; conference with client re: status and outstanding issues; correspondence with client re: status; phone conference with Alan White re: easement and easement revisions; conference with title company re: closing requirements, and easements; conference with title company re: closing and recording requirements and timing; conference with Lynn Cason re: easement revisions	295.00	3.50	1,032.50
08/08/2019	CDS	Correspondence with Advantage re: closing documents and copies; correspondence to client re: status	295.00	0.40	118.00
		For Current Services Rendered		7.60	2,042.00

Expenses

08/09/2019		Easement Recording Fee Advantage Title, Inc.			145.00
		Total Expenses			145.00
		Total Current Work			2,187.00
		<b>Balance Due</b>			<u>\$2,187.00</u>

1945 Ch# 5052 13-SEP

**OUCG DR 7-20**

03/07/2022

**DATA INFORMATION REQUEST  
American Suburban Utilities, Inc.**

**Cause No. 45649-U**

**Information Requested:**

Does ASU follow the Commission's main extension rules? Please explain.

**Information Provided:**

To the best of its knowledge, ASU follows the spirit of the main extension rules.

**OUCG DR 7-21**

03/28/2022

**DATA INFORMATION REQUEST  
American Suburban Utilities, Inc.**

**Cause No. 45649-U**

**Information Requested:**

Please identify any new subdivisions which were connected to ASU's system during the test year.

**Information Provided:**

Oakridge Ph 2  
Klondike Ridge Apartments  
Fieldstone Ph 2  
Belle Terra Ph 1



**OUCG DR 7-22**

03/28/2022

**DATA INFORMATION REQUEST  
American Suburban Utilities, Inc.**

**Cause No. 45649-U**

**Information Requested:**

Please provide agreements or contracts with the developers of the subdivisions identified above.

**Information Provided:**

See attached Utility Service Agreements for Oakridge Subdivision and Fieldstone. Klondike did not involve a main extension.

**Attachments:**

OUCG DR 7-22 Attachment 1.pdf  
OUCG DR 7-22 Attachment 2.pdf

**OUCG DR 7-23**

03/28/2022

**DATA INFORMATION REQUEST  
American Suburban Utilities, Inc.**

**Cause No. 45649-U**

**Information Requested:**

Please identify any additional subdivisions which have been connected to ASU's system since January 1, 2021.

**Information Provided:**

None.

**OUCG DR 9-10**

03/28/2022

**DATA INFORMATION REQUEST  
American Suburban Utilities, Inc.**

**Cause No. 45649-U**

**Information Requested:**

As required by the Commission's main extension rules, does Petitioner provide a three-year revenue allowance per EDU to developers/customers who require a main extension before utility service can be provided? Please explain.

**Information Provided:**

Generally no. As Petitioner indicated in the main extension agreements that have been produced, Petitioner is a small utility. Paying three times the annual revenue for each connection would require capital investment that Petitioner does not readily have available. Further, it would increase the rate base and ultimately the rates for ASU customers. Accordingly, main extensions to serve new developments are generally regarded as special contracts in this regard. To Petitioner's knowledge, no developer has ever raised an objection. Further, ASU does not gross up for income taxes on contributed plant, which requires a contribution of capital for all main extensions.

**OUCG DR 9-11**

03/28/2022

**DATA INFORMATION REQUEST  
American Suburban Utilities, Inc.**

**Cause No. 45649-U**

**Information Requested:**

If no separate three-year revenue allowance is provided to the developer/builder/customer, is the value of the three-year revenue allowance factored into the cost of the upsizing or any other costs or fees due under the main extension agreements entered into by ASU? Please explain.

**Information Provided:**

See response to OUCG DR 9-10.

**OUCG DR 9-12**

03/28/2022

**DATA INFORMATION REQUEST  
American Suburban Utilities, Inc.**

**Cause No. 45649-U**

**Information Requested:**

Please state the total amount of 3-year revenue allowances paid to or provided to developers/builders/customers during each of the calendar years 2015 through 2021. If no revenue allowances were provided in any year, please explain.

**Information Provided:**

See response to OUCG DR 9-10.

**OUCC DR 9-13**

03/28/2022

**DATA INFORMATION REQUEST  
American Suburban Utilities, Inc.**

**Cause No. 45649-U**

**Information Requested:**

According to ASU's response to OUCC Data Request No. 7-21, ASU added Oakridge Ph 2, Klondike Ridge Apartments, Fieldstone Ph 2, and Belle Terra Ph 1 to the system during the test year. OUCC Data Request No. 7-22 requested agreements or contracts with the developers of these additions. ASU provided Utility Service Agreements for Oakridge and Fieldstone and stated Klondike did not involve a main extension. Please provide the agreement or contract with the developer of Belle Terra Ph 1 or explain why no agreement was necessary.

**Information Provided:**

ASU and the Developers discussed a Utility Service Agreement and neither party thought it was necessary to enter an agreement. The project is moving along just fine. If you would like for ASU to get an agreement with the developers, that could be arranged.

**OUCG DR 9-14**

03/28/2022

**DATA INFORMATION REQUEST  
American Suburban Utilities, Inc.**

**Cause No. 45649-U**

**Information Requested:**

According to paragraph 9, page 10, of OUCG DR 7-22 Attachment 2 provided in response to OUCG Data Request No. 7-22, "At any time, the Utility may waive the Tap Fee. At any time after the Utility reimburses the Upsizing Costs paid by the Developer, the Utility may elect to cease collecting the Main Extension Availability Fee."

- a. Is the "main extension availability fee" a component of or included in the \$760 "tap fee" collected by ASU under its main extension contracts? Please explain.
- b. Can the "main extension availability fee" exceed the \$760 "tap fee"? Please explain.

If the "main extension availability fee" is paid to the developer as indicated in paragraph 8 (page 10), please explain what is meant by the statement "the Utility may elect to cease collecting the Main Extension Availability Fee."

**Information Provided:**

- a. No.
- b. Yes. It could exceed the \$760 Connection Charge, but it did not in this case.
- c. If the developer is reimbursed in full, we can stop collecting the MEA fee.



**OUCG DR 9-15**

03/28/2022

**DATA INFORMATION REQUEST  
American Suburban Utilities, Inc.**

**Cause No. 45649-U**

**Information Requested:**

Paragraph 8, page 10, of OUCG DR 7-22 Attachment 2 provided in response to OUCG Data Request No. 7-22, states:

*Main Extension Availability Fees. Main extension availability fees of \$517.24 per lot will be charged in addition to the regular tap feet[sic] and service development charge. These fees will be paid to the developer to reimburse the cost of oversizing and extending. The actual cost must be certified. Once the developers are reimbursed for its oversizing the fees collected will then be considered Tap fees as discussed in paragraph 6.*

- a. Are “main extension availability fees” a fee paid by the developer to ASU or a fee paid by ASU to the developer? Please explain.
- b. If this is a fee paid by ASU to the developer, explain why paragraph 8 states the “main extension availability fee “...will be charged in addition to the regular tap fee and service development charge.”
- c. Please explain the last sentence of paragraph 8: “Once the developers are reimbursed for its oversizing the fees collected will then be considered Tap fees as discussed in paragraph 6.” How are these fees related to one another and why is this sentence necessary?

**Information Provided:**

- a. It is a fee paid to ASU on the subsequent developer’s behalf and then forwarded to the original developer.
- b. Refer to 9-15a.
- c. They are not related and this sentence is not necessary.

**OUCG DR 9-16**

03/28/2022

**DATA INFORMATION REQUEST  
American Suburban Utilities, Inc.**

**Cause No. 45649-U**

**Information Requested:**

Referring to OUCG DR 7-22 Attachment 2 provided in response to OUCG Data Request No. 7-22, please answer the following questions:

- a. Explain who is responsible for obtaining the “construction cost estimate” as reflected on page 4.
- b. If ASU is responsible, please state who performs this service for ASU.
- c. If ASU is responsible, please state the general ledger account to which the cost of obtaining this “construction cost estimate” is recorded.
- d. Why is the “construction cost estimate” section not filled out or completed as reflected on page 4?
- e. Why is the “authorization to construct” section not signed as reflected on page 5?
- f. Why is the “acceptance certification” section not signed as reflected on page 6 of the document provided?

**Information Provided:**

- a. Developer
- b. n/a
- c. n/a
- d. They are blank forms that need to be filled in as the project progresses. Please see attached completed forms in **Attachment 9-16(d)**.
- e. We do not have a signed authorization to construct for this project.
- f. Refer to response to OUCG DR 9-16(d).

**Attachment:**

OUCG DR 9-16(d).pdf

**OUCG DR 9-17**

03/28/2022

**DATA INFORMATION REQUEST**  
**American Suburban Utilities, Inc.**

**Cause No. 45649-U**

**Information Requested:**

Please provide the following information related to the Fieldstone Subdivision development, which was the subject of the "Special Service Agreement" provided in response to OUCG Data Request No. 7-22, Attachment 2:

- a. Total value of the main extension contributed to ASU.
- b. Total value of the three-year revenue allowance provided to the developer.
- c. Total amount of "tap fees" received by ASU.
- d. Total amount of waived tap fees.
- e. Total amount of "service development charges" received by ASU.
- f. Total amount of "main extension availability fees" paid to the developer.
- g. Total amount of "main extension availability fees" received by ASU.
- h. Actual cost certification as required in paragraph 8 (page 10).
- i. Actual number of EDUs connected to ASU's sewer utility.
- j. Total costs incurred by ASU to inspect and review the construction of this main extension.
- k. Are customers and/or developers paying a \$760 tap fee, a \$975 SDC, and a main extension availability fee (in this case \$517)? Please explain.

**Information Provided:**

General Comment: The Fieldstone Development was permitted and its Service Agreement developed to serve all 232 lots of the proposed development, however the developer chose to build the lots out in phases. All mainline sewer and laterals have been constructed, inspected and tested, but permits are issued as the individual homes are built. As of 31DEC2020, 112 homes within the subdivision have been permitted and thus paid the required fees to ASU.

- a. The total value of the main extension to date is \$817,230.
- b. Zero.
- c. The total amount of connection fees received through 31DEC2020 was \$85,120.
- d. There are no waived fees for this subdivision.
- e. The total amount of SDC charges received through 31DEC20 was \$109,200.

- f. The total amount of MEA fees paid to the developer through 31DEC20 was \$38,793. These are paid quarterly.
- g. The total amount of MEA fees received by ASU through 31DEC20 was \$57,930.88.
- h. See Attachment OUCC DR 9-17(h).
- i. See general comment above.
- j. The total costs incurred by ASU to inspect and review the construction is unknown. These inspections were completed by ASU staff as part of their normal duties. No breakout of the time spent on these tasks was kept separately.
- k. Developer or their representatives are paying \$760 (connection) + \$975 (SDC) + \$517.24 (MEA) or \$2,252.24 per service location.

**Attachment:**

OUCC DR 9-17(h).pdf

**OUCG DR 9-18**

03/28/2022

**DATA INFORMATION REQUEST**  
**American Suburban Utilities, Inc.**

**Cause No. 45649-U**

**Information Requested:**

Please provide the following information related to the Oak Ridge Subdivision development, which was the subject of the “Special Service Agreement” provided in response to OUCG Data Request No. 7-22, Attachment 1:

- a. Total value of the main extension contributed to ASU.
- b. Total value of the three-year revenue allowance provided to the developer.
- c. Total amount of “tap fees” received by ASU.
- d. Total amount of waived tap fees.
- e. Total amount of “service development charges” received by ASU.
- f. Total amount of “main extension availability fees” paid to the developer.
- g. Total amount of “main extension availability fees” received by ASU.
- h. Total amount of “treatment availability fees” received by ASU.
- i. The amount of “treatment availability fees” paid by ASU.
- j. Actual cost certification as required in paragraph 12 (page 16 of 19).
- k. Actual number of EDUs connected to ASU’s sewer utility.
- l. Total costs incurred by ASU to inspect and review the construction of this main extension, including the general ledger account to which these costs were recorded.
- m. Are customers and/or developers paying a \$760 tap fee, a \$975 SDC, and a main extension availability fee (in this case \$1,000)? Please explain.

**Information Provided:**

General Comment: The Oak Ridge Development, Section 1, was permitted and its Service Agreement developed to serve 104 lots. All mainline sewer and laterals had been constructed, inspected and tested. Permits, however, are issued and fees paid as the individual homes are built. As of 31DEC2020, 61 homes within the subdivision had been permitted and thus paid the required fees to ASU.

- a. The total value of the main extension through 31DEC20 is \$707,647.
- b. Refer to answer in 9-17b.
- c. The total amount of connection fees received through 31DEC20 was \$46,360.
- d. There are no waived fees for this subdivision.

- e. The total amount of SDC received through 31DEC20 was \$59,475.
- f. The total amount of MEA fees paid to the developer through 31DEC20 was \$55,000. These are paid quarterly.
- g. The total amount of MEA fees received by ASU through 31DEC20 was \$61,000.
- h. Zero.
- i. Zero.
- j. See **Attachment OUCC DR 9-18(j)**.
- k. See general comment above.
- l. The total costs incurred by ASU to inspect and review the construction is unknown. Some of these inspections were completed by ASU staff as part of their normal duties. No breakout of the time spent on these tasks was kept separately. ASU also utilized T-Bird Design Services for some of the inspection and testing services. Total costs of their services for this project were \$13,757
- m. Developer or their representatives are paying \$760 (connection) + \$975 (SDC) + \$1,000 (MEA) or \$2,735 per service location.

**Attachment:**

OUCC DR 9-18(j).pdf

**OUCG DR 9-19**

03/28/2022

**DATA INFORMATION REQUEST  
American Suburban Utilities, Inc.**

**Cause No. 45649-U**

**Information Requested:**

Referencing Attachment 1 provided in response to OUCG Data Request No. 7-22, please answer the following questions:

- a. Explain the term “regular treatment availability fee” as used in paragraph 12, page 16 of 19.
- b. Is this fee included in ASU’s authorized tariff as approved by the Commission? Please explain.
- c. If the response to (b) is yes, identify the fee location on ASU’s authorized tariff.

**Information Provided:**

- a. This is a typo.
- b. No. Not charged.
- c. N/A.

**OUCG DR 9-20**

03/28/2022

**DATA INFORMATION REQUEST  
American Suburban Utilities, Inc.**

**Cause No. 45649-U**

**Information Requested:**

Who pays the “tap fee,” to ASU - the developer, the builder, or the customer purchasing the home or lot? When is the “tap fee” paid to ASU?

**Information Provided:**

The developer is responsible for the connection fee and the system development charge and it is paid at the time of permit issuance.



**OUCG DR 9-21**

03/28/2022

**DATA INFORMATION REQUEST  
American Suburban Utilities, Inc.**

**Cause No. 45649-U**

**Information Requested:**

Who pays the “service development charge (SDC)” to ASU – the developer, the builder, or the customer purchasing the home or lot? When is the “service development charge” paid to ASU?

**Information Provided:**

Please refer to response to OUCG DR 9-20.

**OUCG DR 9-22**

03/28/2022

**DATA INFORMATION REQUEST  
American Suburban Utilities, Inc.**

**Cause No. 45649-U**

**Information Requested:**

According to the main extension agreements provided in response to OUCG Data Request No. 7-22, ASU charges developers a \$760 “tap fee” or “treatment availability fee” per residential or commercial EDU.

- a. Explain what services and costs this “tap fee” is designed to recover.
- b. Provide the detailed calculation of this fee.

**Information Provided:**

- a and b. Please see responses to OUCG DR 9-9 and DR 9-14. ASU does not separately charge for inspection and review of taps.

**OUCG DR 9-23**

03/28/2022

**DATA INFORMATION REQUEST  
American Suburban Utilities, Inc.**

**Cause No. 45649-U**

**Information Requested:**

Explain what is meant by the statement included in paragraph 6, page 10, “The purpose of the Tap Fee is to provide capital necessary for existing and future treatment plant expansions necessary to serve the lots” and how this differs from the system development charge also imposed on developers/customers.

**Information Provided:**

The “tap fee” is really the Connection Fee. Document was prepared without legal representation and definitions may be incorrect. The description of the purpose is referring to the system development charge.

**OUCG DR 9-29**

03/28/2022

**DATA INFORMATION REQUEST  
American Suburban Utilities, Inc.**

**Cause No. 45649-U**

**Information Requested:**

During the test year, ASU recorded \$39,737 of “Inspection” revenue in account 9015 (NARUC account 419). The description column of the general ledger references the names of main extensions/developments for each of the transactions to account 9015.

- a. Please explain this revenue, including who the revenue is received from and describe the service provided.
- b. How many “inspections” were performed during the test year and who performs the inspections?
- c. NARUC account 419 is “interest income.” If these revenues are interest income, please explain the source of the interest income and why ASU would receive interest income from developers.

**Information Provided:**

- a. Inspection services for the construction process. Note this is inspection related to the main extension.
- b. Do not track individual inspections that our field staff performs.
- c. It’s not interest income.

**OUCG DR 13-4**

03/30/2022

**DATA INFORMATION REQUEST  
American Suburban Utilities, Inc.**

**Cause No. 45649-U**

**Information Requested:**

In response to an OUCG data request asking whether ASU followed the main extension rules, ASU indicated it follows “the spirit” of the main extension rules. Please state precisely the meaning of that statement. Please indicate which main extension rules ASU does not follow to the letter, and how ASU follows the spirit of those main extension rules. Please explain why ASU does not follow the letter of those main extension rules.

**Information Provided:**

Please see response to OUCG DR 9-10.

**OUCG DR 1-14**

12/28/2021

**DATA INFORMATION REQUEST**  
**American Suburban Utilities, Inc.**

**Cause No. 45469-U**

**Information Requested:**

Please provide support (e.g. invoices and contracts) for consulting expense recorded as “Other” during the test year. Support should tie to \$187,956.

**Information Provided:**

To be provided on or before January 4, 2022 pursuant to extension.

01/04/2022

**OUCG DR 1-14 (Supplemental)**

**DATA INFORMATION REQUEST  
American Suburban Utilities, Inc.**

**Cause No. 45469-U**

**Information Requested:**

Please provide support (e.g. invoices and contracts) for consulting expense recorded as “Other” during the test year. Support should tie to \$187,956.

**Original Information Provided:**

To be provided on or before January 4, 2022 pursuant to extension.

**Supplemental Information Provided:**

See attached.

**Attachment:**

OUCG DR 1-14.pdf

**First Time Development Corp.**  
 802 Wexford Drive  
 Lafayette, IN 47905  
 (765) 463-7253

01/04/2022

To: American Suburban Utilities, Inc  
 3350 W 250 N  
 West Lafayette, IN 47906

Invoice Date: 1-Jan-20  
 Invoice # 2001001

Please pay from this invoice

Date	Description	Hours	Rate	Amount
<b>Equipment</b>				
2-Jan-20	Used 18 Cues Camera Truck to inspect at Hawthorne Ridge HR5 to HR4; HR5 to HR8; HR6 to HR5; HR6 to HR7; HR12 to HR10 Gallons of Fuel used: 16	8	127.72 \$3.05	\$1,021.76 \$48.77
3-Jan-20	Used 18 Cues Camera Truck to inspect at Morehouse Road/52 Gallons of Fuel used: 16	8	\$127.72 \$3.05	\$1,021.76 \$48.77
13-Jan-20	Used 18 Cues Camera Truck to inspect at Fieldstone Gallons of Fuel used: 16	8	\$127.72 \$3.05	\$1,021.76 \$48.77
14-Jan-20	Used 18 Cues Camera Truck to inspect at Fieldstone Gallons of Fuel used: 16	8	\$127.72 \$3.05	\$1,021.76 \$48.77
15-Jan-20	Used 18 Cues Camera Truck to inspect at Fieldstone Gallons of Fuel used: 13	5	\$127.72 \$3.05	\$638.60 \$39.62
16-Jan-20	Used 18 Cues Camera Truck to televise main at 3725 US 52 due to complaint sink hole. Checked EGC9-EGC8 Gallons of Fuel used: 13	4	\$127.72 \$3.05	\$510.88 \$39.62
16-Jan-20	Used 18 Cues Camera Truck to inspect at Kimberly Estates Gallons of Fuel used: 8	5	\$127.72 \$3.05	\$638.60 \$24.38
17-Jan-20	Used 18 Cues Camera Truck to inspect lines at US 52 Gallons of Fuel used: 7	3	\$127.72 \$3.05	\$383.16 \$21.34
<b>Labor</b>				
2-Jan-20	Justin Jacobson -Inspect at Hawthorne Ridge	8	\$23.90	\$191.20
3-Jan-20	Justin Jacobson -Inspect at Morehouse Road/52	8	\$23.90	\$191.20
13-Jan-20	Justin Jacobson -Inspect at Fieldstone	8	\$23.90	\$191.20
14-Jan-20	Justin Jacobson -Inspect at Fieldstone	8	\$23.90	\$191.20
15-Jan-20	Justin Jacobson -Inspect at Fieldstone	5	\$23.90	\$119.50
16-Jan-20	Justin Jacobson - Inspect lines located at 3725 US 52	4	\$23.90	\$95.60
16-Jan-20	Justin Jacobson - Inspect at Kimberly Estates	5	\$23.90	\$119.50
17-Jan-20	Justin Jacobson - Inspect at US 52	3	\$23.90	\$71.70
31-Jan-20	Katryn Lods- Office	8	14.36	\$114.88
31-Jan-20	Overhead			\$719.34
	Total			\$8,583.64
	Profit 10%			\$858.36
	<b>Total</b>			<b>\$9,442.00</b>

Thank You

CK# 6432  
 30-Jan-20

7301





**OUCG DR 12-13**

03/28/2022

**DATA INFORMATION REQUEST**  
**American Suburban Utilities, Inc.**

**Cause No. 45649-U**

**Information Requested:**

Reference the one-page invoice from Kokopelli Asphalt Maintenance provided in response to DR 1-14. Please answer or provide the following:

- a. Detailed description of the work performed.
- b. Duration of the work (start and end dates, total number of days worked, and the specific dates worked, etc.)
- c. Was this work done as an emergency repair?
- d. Cost support for the labor charges detailed for each person including daily hours charged by date (regular hours and overtime hours) and hourly rates for each position (regular hourly rate and overtime rate).
- e. Listing of all materials purchased by item name, quantity, and cost. Please provide invoices for all materials.
- f. Invoices for the excavator rental.
- g. Cost support for the trucking charges including hours charged by date and hourly rates for each truck.
- h. Cost support for the Vac Truck and camera charges including hours charged by date and hourly rates for each Vac truck and each televising truck. Please provide copies of invoices for all Vac truck and camera truck charges.
- i. Invoices for the steel shoring plates.

**Information Provided:**

To be provided; Kokopelli staff is currently on spring break.

**OUCG DR 12-13 (Supplemental)**

**DATA INFORMATION REQUEST**  
**American Suburban Utilities, Inc.**

03/30/2022

**Cause No. 45649-U**

**Information Requested:**

Reference the one-page invoice from Kokopelli Asphalt Maintenance provided in response to DR 1-14. Please answer or provide the following:

- a. Detailed description of the work performed.
- b. Duration of the work (start and end dates, total number of days worked, and the specific dates worked, etc.)
- c. Was this work done as an emergency repair?
- d. Cost support for the labor charges detailed for each person including daily hours charged by date (regular hours and overtime hours) and hourly rates for each position (regular hourly rate and overtime rate).
- e. Listing of all materials purchased by item name, quantity, and cost. Please provide invoices for all materials.
- f. Invoices for the excavator rental.
- g. Cost support for the trucking charges including hours charged by date and hourly rates for each truck.
- h. Cost support for the Vac Truck and camera charges including hours charged by date and hourly rates for each Vac truck and each televising truck. Please provide copies of invoices for all Vac truck and camera truck charges.
- i. Invoices for the steel shoring plates.

**Original Information Provided:**

To be provided; Kokopelli staff is currently on spring break.

**Supplemental Information Provided:**

- a. See **Attachment 12-13**
  - b. Approximately 2 weeks starting 20-Mar-20.
  - c. Yes.
  - d. See **Attachment 12-13**
  - e. See **Attachment 12-13**
  - f. See **Attachment 12-13**
  - g. See **Attachment 12-13**
  - h. See **Attachment 12-13**
1. Friday, 03/20/20 - ASU calls Kokopelli
  2. Wednesday, 03/25, 2020 - Groundwater problem handled so sewer repairs could be made (Suppl. response to DR 12-13 Kokopelli letter 03/29/22)
  3. Friday, 04/03/20 - Repair work ends per Supplemental response to DR 12-13

**Supplemental Attachment:**

OUCG DR 12-13 (Supplemental).pdf  
DMS 22360414v1



# **KOKOPELLI**

Asphalt Maintenance

March 29, 2022

To Whom It May Concern:

On March 20, 2020, Kokopelli LLC was called-in by American Suburban Utilities to a collapsed sewer located at:  
3725 US 52 W.  
West Lafayette, IN 47906.

Our employees opened the sewer line and exposed the failed area. At this time, a 4" gas main and fiber optic lines were exposed within the dig area. The sewer main was 13' deep and was below the water table.

Using two excavators and two hydro-vac trucks, our crew struggled to lower the water and influx of sediment. The hydro-vac trucks were hired from Fluid Waste Company located in Indianapolis. Spoils were hauled off-site. Continual bypass-pumping of the sewer line was required for the duration.

By March 25, 2020, we were able to contain the inflow of water and sediment to make necessary repairs. The 4" gas main and fiber cables were exposed, hanging mid-air at 40'+ and supported by mini-excavators.

With close proximity to US 52, the threat of undermining the highway caused us to abandon the trench box set in place over the repair. The entire area was backfilled with stone. A temporary bypass driveway to 3725 US 52 was constructed for the homeowners. After the job completion, the temporary drive was removed. The homeowner's driveway was then repaired with concrete. Topsoil was placed over the repair area, then seeded.

No Vac truck or equipment was supplied by ASU nor First Time Development.

Further documentation from Kokopelli LLC is not available at this time due to a building flood in 2021 causing a complete loss of records and receipts.

Jeff Bush  
President

**OUCR DR 13-20**

03/30/2022

**DATA INFORMATION REQUEST**  
**American Suburban Utilities, Inc.**

**Cause No. 45649-U**

**Information Requested:**

Reference the one-page invoice from Kokopelli Asphalt Maintenance provided in response to DR 1-14. Please answer or provide the following:

- a. Specific sewer repair location (e. g. address, sewer segment, between which manholes).
- b. Type of sewer repaired (pipe type, diameter, depth, year installed)
- c. Cause of the sewer failure
- d. Was this sewer segment televised in the last seven years? If so, please state the dates it was televised, who conducted televising, and provide a copy of the report.
- e. Who from ASU oversaw the repair work by Kokopelli and approved the Kokopelli invoice?
- f. Was bypass pumping or wastewater hauling needed? If so, state who performed these tasks.
- g. Are ASU Field Maintenance staff trained, equipped, and capable of sewer repair work such as the Kokopelli repair or does ASU contract sewer repairs with outside firms?
- h. Cost support for the \$11,877 trench box charge.
- i. Does ASU have an on-call or standard agreement in place with Kokopelli for sewer repairs?
- j. Any document including any written communication between ASU and Kokopelli pertaining to the one-page invoice or the services provided or to be provided including, but not limited to, scope of services and discussion of cost for the project.

**Information Provided:**

- a. The repair location was 3725 US 52, approximately 20 l.f. south of the south edge of pavement of US 52 and at the low end of the toe of slope approximately 10-feet below the pavement surface.
- b. The existing line was 14-inch diameter clay pipe approximately 15' deep and constructed in the 1960's.

- c. To the best of ASU's knowledge, the pipe failure was a collapse caused by loss of structural integrity due to aging. To the best of our knowledge, there was no single incident leading directly to the collapse.
- d. ASU believes that the line may have been televised at some time prior to the collapse, however no record can be located.
- e. The work was overseen on-site by Eric Klopfenstein and Kenyon Coleman with direction from Scott Lods. The invoice was approved through regular procedure with final sign-off by Scott Lods.
- f. The repair required 24-hour bypass pumping and ASU staff monitoring of same for a period of approximately one week. This was overseen by Eric Klopfenstein and Kenyon Coleman with assistance as needed from other ASU field personnel.
- g. Due to the complexity of this particular sewer collapse (i.e. proximity to a major highway, location below the toe of slope of that highway, depth of the sewer, criticality of the sewer to maintain operations for a large segment of ASU's customers, and the need for 24-hour bypass pumping) it was decided to contract the actual sewer repair to an underground contractor and utilize ASU staff for the operation of the bypass system.  
ASU staff is equipped and capable of completing other less complicated and critical sewer repairs.
- h. ASU did not ask for support for money on the trench box but did intercede and thought its cost was reasonable we did not print off this information.
- i. ASU does not have an on-call or standard agreement with Kokopelli; however, ASU has a strong working relationship with them, and ASU maintains a copy of their liability insurance certificate for use in emergency situations.
- j. ASU has provided the documentation that we have in the response to DR 1-14; however, as this was an emergency, much of the communication was done via telephone or on-site conversation.

MON TUE WED THUR FRI SAT SUN

Weather Conditions							
Temp	36		Sunny	Cloudy			WTP Flow GAL
Fog	Sleet		Snow	Wind			1

Lift Station Check	Hour Meter		Floats	Skim	Pump Down	Generator Hours	Initial
	#1	#2					
Copper Beech	8652.7	8938.0	Wed	Wed	Wed		BLK
Willowbrook	4312.1	4038.8	Tue	Tue	Tue		BLK
Kimberly Estates	37483.5	34790.4	Thur	Thur	Thur		BLK
Manhole 1	US 52 + 400 52   0 0 0 0						
Manhole 2	W   400 S E						
Manhole 3							

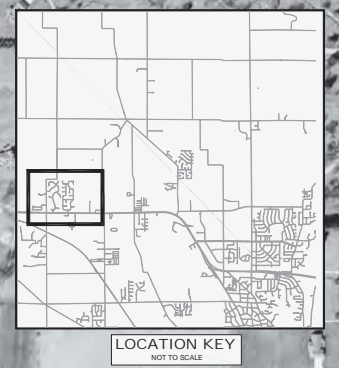
Carrage Estates II WWTP				County Home III WWTP			
CE-2 Flow per Day: E: 1 809 000				CH-2 Flow per Day: E: 333,000			
RAIN:				RAIN:			
Blowers: (1)	Wet Well: (2)	Gen. Hours	Initial	Blowers: (1)	Wet Well: (2)	Gen. Hours	Initial
#1 24063.4	#1 30784.8		BLK	#1 44352.3	#1 25056.0		BLK
#2 20046.4	#2 21828.0			#2 24111.7	#2 25972.2		BLK
#3 21948.1	#3 25567.4			#3 7849.7	#3		BLK
#4 40234.3				#4 19399.3			BLK
#5 18129.8				#5 18562.3			BLK
CL Tank:		Final CL:		UV Int #1		% UV Int #2 %	
DO: (M   E)		9.9   10.1   10.4   10.3		DO: (M   E)		8.8   8.7   9.2   9.3	
PH: Influ/Efflu		7.7   8.2		PH: Influ/Efflu		8.0   7.9	

CE-2 Daily	Initial	CH-2 Daily	Initial
Wet Well Inspection (2)	BLK	1). Head Works Wet Inspection (2)	BLK
2). Chlorine/Dechlor Tank Channel		2). UV Unit	
3). Clean Bar Screens (Twice Daily)		3). Decanters	
4). Outfall Checked		4). UV Influent/ Effluent Channel	
5). Chlorine/Dechlor Feed System		Outfall Checked	
6). Screens on Decanters			
7). Effluent Flow Meter Flume	↓		

Sign: Sue Klopfer

OVER





- LEGEND**
- EXISTING SANITARY SEWER
  - EXISTING SANITARY FORCEMAIN
  - EXISTING MANHOLE
  - POSSIBLE MANHOLE
  - MANHOLE LOCATION FROM OTHERS
  - MANHOLE KNOWN TO EXIST, NOT YET LOCATED

SCALE: 1" = 200'

DATE:		
REVISION:		
NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
TOWNSHIPS 23 AND 24 NORTH, RANGES 4 AND 5 WEST, TIPPECANOE COUNTY, INDIANA		
AMERICAN SUBURBAN UTILITIES, INC. WEST LAFAYETTE, INDIANA 47906		
SEWER LOCATION MAP		
OFFICE LOCATION: 380 COLUMBIA STREET, SUITE 100 LAFAYETTE, INDIANA 47906 PHONE: (317) 744-4479 FAX: (317) 744-4477 WWW.ASUUTILITIES.COM		
 LAND SURVEYING AND ENGINEERING		
PROJECT INFORMATION:	PROJECT NO: 03032	
DATE:	MAY 25, 2008	
DESIGNED BY:	JSP	
CHECKED BY:	JSP	
FILE NO:	03032	
SHEET:	3	
03032		



## IDEM AGREED ORDER COMPLIANCE PROGRESS REPORT ONE

Date: 2-Jul-21  
Project: Compliance Plan  
Agreed Order No. 2019-26314-W  
Carriage Estates III Wastewater Treatment Plant  
American Suburban Utilities, Inc.  
Wabash Township, Tippecanoe County, Indiana  
Project Number: 21-002

Gentlemen:

The following is ASU's progress report for its Compliance plan for Agreed Order No. 2019-26314-W for the Carriage Estates III Wastewater Treatment Plant.

### SECTION 2: COMPLIANCE PLAN

#### Part A: ASU Plan

1. ASU's employee's have conducted daily inspections for all equipment and processes.
2. ASU has conducted daily staff meetings for all its employees.
3. ASU has maintained it's "Future Calendar Sheet" which is checked prior to each daily staff meeting.

#### Part B: Sludge Handling

ASU's employee's have managed the plants' sludge handling systems properly. No sludge had to be removed from the plants' site for this quarter.

#### Part C: I&I Report

The ASU's Infiltration and Inflow Report is being completed.

### SECTION 3: BLOWER COMPLIANCE PLAN

The engineering plans/specifications for the additional one (1) Redundant CSBR Blower and two (2) Aerobic Digester Blowers will be submitted to IDEM on or before August 2, 2021.

### CARRIAGE ESTATES III WWTP OPERATION

The Carriage Estates III Wastewater Treatment Plant did not have any effluent violations for the months of April, May or June 2021.

END OF REPORT ONE

**IDEM AGREED ORDER COMPLIANCE PROGRESS REPORT TWO**

Date: August 2, 2021

Project: Compliance Plan  
Agreed Order No. 2019-26314-W  
Carriage Estates III Wastewater Treatment Plant  
American Suburban Utilities, Inc.  
Wabash Township, Tippecanoe County, Indiana  
Project Number: 21-002

Gentlemen:

The following is ASU's second progress report for its Compliance Plan for Agreed Order No. 2019-26314-W for the Carriage Estates III Wastewater Treatment Plant.

**SECTION 3: BLOWER COMPLIANCE PLAN**

The engineering plans/specifications for the additional one (1) Redundant CSBR Blower and two (2) Aerobic Digester Blowers were submitted to IDEM on July 30, 2021.

We are attaching for your information a copy of Lakeland's submittal letter to IDEM which included the Construction Permit Application, Application fee and supporting documents. The letter indicates that IDEM received all the documents on July 30, 2021.

**END OF REPORT TWO**



Date: July 30, 2021

To: Indiana Department of Environmental Management  
Office of Water Quality  
Facility Construction and Engineering Support Section  
Mail Code 65-42FC  
100 N. Senate Avenue, Room N1255  
Indianapolis, IN 46204

Project: Additional Blower Installation  
Carriage Estates III Wastewater Treatment Plant  
West Lafayette, Indiana

Project No: Project No. 21-006

Gentlemen:

We are requesting a construction permit for the American Suburban Utilities Additional Blower Installation for the Carriage Estates III Wastewater Treatment Plant located at 4100 Bridgeway Drive, West Lafayette, Wabash Township, Tippecanoe County, Indiana.

We are attaching for your use and information the following data:

1. Application for Wastewater Treatment Plant Construction Permit per 327 IAC 3.
2. ASU Application Fee Check in the amount of \$625.00
3. Indiana Department of Environmental Management, Office of Water Management, Wastewater Treatment Plant Design Summary.
4. Identification of Potentially Affected Persons.
5. Mailing Labels for Potentially Affected Persons.
6. Engineering Design Manual/Specifications.
7. Engineering plant Sheets.

Thank you and do not hesitate to contact us if we can be of any additional assistance.

Very Truly Yours,

Edward Serowka, P.E.  
Lakeland InnovaTech

RECEIVED

JUL 30 2021

IDEM/OWQ

CC: American Suburban Utilities, Inc.

## IDEM AGREED ORDER COMPLIANCE PROGRESS REPORT THREE

DATE: October 6, 2021

PROJECT: Compliance Plan  
Agreed Order No. 2019-26314-W  
Carriage Estates III Wastewater Treatment Plant  
American Suburban Utilities, Inc.  
Wabash Township, Tippecanoe County, Indiana  
Project Number: 21-002

Gentlemen:

The following is ASU's progress report for its Compliance Plan for Agreed Order No. 2019-26314-W for the Carriage Estates III Wastewater Treatment Plant.

### SECTION 2: COMPLIANCE PLAN

#### Part A: ASU Plan

1. ASU's employee's have conducted daily inspections for all equipment and processes.
2. ASU has conducted daily staff meetings for all its employees.
3. ASU has maintained its "Future Calendar Sheet" which is checked prior to each daily staff meeting.

#### Part B: Sludge Handling

ASU's employee's have managed the plants' sludge handling systems properly. No sludge had to be removed from the plant's site for this quarter.

#### Part C: I&I Report

The I & I report was emailed on September 30, 2021, but due to technical difficulties it was re-sent on October 5, 2021 (Copies of emails are attached.)

### SECTION 3: BLOWER COMPLIANCE PLAN

The engineering plans/specifications for the additional one (1) Redundant CSBR Blower and two (2) Aerobic Digester Blowers were submitted to IDEM on July 30, 2021 (Copy of submitted letter attached.)

IDEM approved the plans and specifications and issued a Construction Permit Approval No. 24105 dated August 13, 2021 (Copy attached.)

ASU advertised for construction bids on October 4, 2021 (Copy of invitation to bid is attached) and will conduct a pre-bid meeting on November 1, 2021 and receive bids on November 15, 2021.

CARRIAGE ESTATES III WWTP OPERATION

The Carriage Estates III Wastewater Treatment Plant did not have any effluent violations for the months of July, August, or September.

END OF REPORT THREE.



Date: July 30, 2021

To: Indiana Department of Environmental Management  
Office of Water Quality  
Facility Construction and Engineering Support Section  
Mail Code 65-42FC  
100 N. Senate Avenue, Room N1255  
Indianapolis, IN 46204

Project: Additional Blower Installation  
Carriage Estates III Wastewater Treatment Plant  
West Lafayette, Indiana

Project No: Project No. 21-006

Gentlemen:


We are requesting a construction permit for the American Suburban Utilities Additional Blower Installation for the Carriage Estates III Wastewater Treatment Plant located at 4100 Bridgeway Drive, West Lafayette, Wabash Township, Tippecanoe County, Indiana.

We are attaching for your use and information the following data:

1. Application for Wastewater Treatment Plant Construction Permit per 327 IAC 3.
2. ASU Application Fee Check in the amount of \$625.00
3. Indiana Department of Environmental Management, Office of Water Management, Wastewater Treatment Plant Design Summary.
4. Identification of Potentially Affected Persons.
5. Mailing Labels for Potentially Affected Persons.
6. Engineering Design Manual/Specifications.
7. Engineering plant Sheets.

Thank you and do not hesitate to contact us if we can be of any additional assistance.

Very Truly Yours,



Edward Serowka, P.E.  
Lakeland InnovaTech

CC: American Suburban Utilities, Inc.



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

*We Protect Hoosiers and Our Environment.*

100 N. Senate Avenue • Indianapolis, IN 46204

(800) 451-6027 • (317) 232-8603 • www.idem.IN.gov

Eric J. Holcomb  
Governor

August 13, 2021

Bruno Pigott  
Commissioner

OUCG Attachment JTP-11

Cause No. 45649-U

Page 7 of 12

VIA CERTIFIED MAIL 7002 0510 0002 7964 7769

Mr. Scott Lods  
American Suburban Utilities, Inc.  
3350 West 250 North  
West Lafayette, Indiana 47906

Dear Mr. Lods:

Re: 327 IAC 3 Construction  
Permit Application  
Carriage Estates III Wastewater Treatment Plant,  
one additional blower for redundant CSBR and  
two additional aerobic digester blowers  
Permit Approval No. 24105  
West Lafayette, Indiana  
Tippecanoe County

The application, plans and specifications, and supporting documents for the above-referenced project have been reviewed and processed in accordance with rules adopted under 327 IAC 3. Enclosed is the Construction Permit (Approval No. 24105), which applies to the construction of the above-referenced proposed water pollution treatment/control facility improvements (one additional blower for redundant continuous sequential batch reactor [CSBR] and two additional aerobic digester blowers) to be located at the existing Carriage Estates III Wastewater Treatment Plant site at 4100 Bridgeway Drive.

Please review the enclosed permit carefully and become familiar with its terms and conditions. In addition, it is imperative that the applicant, consulting architect/engineer (A/E), inspector, and contractor are aware of these terms and conditions.

It should be noted that any person affected or aggrieved by the agency's decision in authorizing the construction of the above-referenced facility may, within fifteen (15) days from date of mailing, appeal by filing a request with the Office of Environmental Adjudication for an adjudicatory hearing in accordance with IC 4-21.5-3-7 and IC 13-15-6. The procedure for appeal is outlined in more detail in Part III of the attached construction permit.



Plans and specifications were prepared by Lakeland InnovaTech, and certified by Mr. Edward Serowka, P.E., and submitted for review on July 30, 2021, with additional information submitted on August 12, 2021.

Any questions concerning this permit may be addressed to Mr. Dharmendra Parikshak, of our staff, at 317/232-8660.

Sincerely,



Kevin D. Czerniakowski, P.E.  
Section Chief  
Facility Construction and  
Engineering Support Section  
Office of Water Quality

Project No. P-24939

Enclosures

cc: Tippecanoe County Health Department

Edward Serowka, P.E., Lakeland InnovaTech



**ADDITIONAL BLOWER INSTALLATION  
CARRIAGE ESTATES III  
WASTEWATER TREATMENT PLANT  
AMERICAN SUBURBAN UTILITIES  
WABASH TOWNSHIP, TIPPECANOE COUNTY, INDIANA**

**INVITATION TO BID**

NOTICE IS HEREBY GIVEN, that American Suburban Utilities Corporation hereinafter referred to as the OWNER, will receive sealed BIDS for the Additional Blower Installation for the Carriage Estates III Wastewater Treatment Plant, which will consist of the following improvements:

The improvements shall consist of two (2) new 150 H.P. Aerobic Digester Blowers and one (1) new 40 H.P. Redundant CSBR Blower complete and installed in the existing Carriage Estates III Blower Building Number One. The Aerobic Digester Blower discharge line shall be connected to the existing aerobic digester tank's 10-inch aeration main line and the Redundant CSBR Blower discharge line shall be connected to the existing Redundant CSBR 6-inch aeration main line. The work will also include piping, valves, electrical and blower building modifications as well as all other related work and appurtenances necessary to make the blowers fully operational.

Bids may be forwarded by mail (the sealed envelope containing the Bid must be enclosed in another envelope) addressed to the Owner at 3350 W. 250 N., West Lafayette, Indiana 47906; or delivered in person to American Suburban Utilities, Inc. Corporation until 5:00 PM on the date of the bid opening, local prevailing time, on November 15, 2021. Bids received after this time will be returned unopened.

The Bids will not be publicly opened but American Suburban Utilities, Inc. will prepare a list of all Bids it reviewed along with Bid Price and will send a copy of the Bid Results to all who submitted a Bid.

The work to be performed and the Bids to be submitted shall include sufficient and proper sums for all General, Construction, Mechanical, Electrical, Installation, Labor, Materials, Tools, Equipment, Permits, Licenses, Insurance, Service Costs, and so forth, incident to and required for the construction of the facilities.

All material furnished and labor performed incident to and required for the proper and satisfactory execution of the contract documents as defined in the General Conditions of the Construction Contract, and any addenda thereto, prepared by the Engineer: Lakeland InnoVA Tech, 1701 Mullikin Drive, Champaign, Illinois 61822, TEL: (317) 796-7253, E-mail: [eserowka270@earthlink.net](mailto:eserowka270@earthlink.net).

The Plans and Specifications may be reviewed at American Suburban Utilities' office located at 3350 W. 250 N., West Lafayette, Indiana 47906, or Bidders may request free digital copies by contacting American Suburban Utilities by telephone at

A/1

09/27/2021

Additional Blower Installation  
Project Number 21-006

(765) 463-3856 or by email at [inbox@asucorp.com](mailto:inbox@asucorp.com). Printed copies of the Plans and Specifications may be obtained from American Suburban Utilities upon payment of \$200.00 per set, non-refundable. Plans and Specifications are also available for review at [FWDodge.com](http://FWDodge.com).

The OWNER reserves the right to waive any informalities or to reject any and all bids. Award will be made to the low, responsive, responsible bidder. No proposal may be withdrawn after the scheduled closing time for receipt of bids for at least thirty (30) days. A conditional or qualified bid will not be accepted.

Each BIDDER must deposit with his bid, a certified check or acceptable Bidder's bond made payable to the owner, in the sum not less than 5 percent (5%) of the total amount of the bid. This check or bond will be held by the owner as evidence that the bidder will, if awarded the contract, enter into the same with the owner upon notification from him to do so within ten (10) days of said notification.

Contractor receiving award shall furnish an approved Performance Bond, and a Labor and Material Payment Bond in an amount at least equal to 100% of the contract amount and must be in full force and effect throughout the term of construction project plus a period of twelve (12) months from the date of substantial completion. Bonds shall be furnished prior to notice to proceed of contract.

A Pre-Bid Conference will be held at 10:00 AM (local time) on November 1, 2021, at American Suburban Utilities Office, 3350 W. 250 N., West Lafayette, Indiana 47906. Representatives of the Owner and Engineer will be present to discuss the project. Site visit to the Carriage Estates III Wastewater Treatment Plant will be available after the Pre-Bid Conference. Bidders are encouraged to attend and participate in the conference.

09/27/2021

A/2

Additional Blower Installation  
Project Number 21-006

IDEM AGREED ORDER COMPLAINT PROGRESS REPORT FOUR

DATE: January 7, 2022

PROJECT: Compliance Plan  
Agreed Order No. 2019-26314-W  
Carriage Estates III Wastewater Treatment Plant  
American Suburban Utilities, Inc.  
Wabash Township, Tippecanoe County, Indiana  
Project Number: 21-002

Gentlemen:

The following is ASU's progress report for its Compliance Plan for Agreed Order No. 2019-26314-W for the Carriage Estates III Wastewater Treatment Plant.

SECTION 2: COMPLIANCE PLAN

Part A: ASU Plan

1. ASU's employee's have conducted daily inspections for all equipment and processes.
2. ASU has conducted daily staff meetings for all its employees.
3. ASU has maintained its "Future Calendar Sheet" which is checked prior to each daily staff meeting.

Part B: Sludge Handling

ASU's employees have managed the plants' sludge handling system properly. Merrell Brothers hauled 925,737.0 gallons of sludge from the Carriage Estates III Wastewater Treatment Plant at the end of November 2021. This was the plant's yearly sludge production.

Part C: I & I Report

American Suburban Utilities is currently working on its Sanitary Sewer Operation, Maintenance, and Repair Program Report which will be submitted no later than June 30, 2022.

SECTION 3: BLOWER COMPLIANCE PLAN

American Suburban Utilities received bids on November 15, 2021, from four (4) contractors.

On December 13, 2021, after considering the bid results, American Suburban Utilities decided to reject all the bids and do the project in house using their own personnel. The reason for this decision was that the bids were higher than the Engineer's Estimate.

CARRIAGE ESTATES III WWTP OPERATION

The Carriage Estates III Wastewater Treatment Plant did not have any effluent violations for the months of October, November, or December.

END OF REPORT FOUR.



**INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT**

*We Protect Hoosiers and Our Environment.*

100 N. Senate Avenue • Indianapolis, IN 46204  
(800) 451-6027 • (317) 232-8603 • www.idem.IN.gov

**Eric J. Holcomb**  
*Governor*

**Brian C. Rockensuess**  
*Commissioner*

January 21, 2022

Mr. Scott Lods  
American Suburban Utilities, Inc.  
3350 West 250 North  
West Lafayette, Indiana 47906

Dear Mr. Lods:

Re: Modification/Revision Request  
Carriage Estates III Wastewater Treatment  
Plant, one additional blower for redundant  
CSBR and two additional aerobic digester  
blowers  
Permit Approval No. 24105  
West Lafayette, Indiana  
Tippecanoe County

The above-referenced permit issued August 13, 2021, approved the proposed water pollution treatment/control facility improvements consisting of one additional 800 scfm blower for the redundant continuous sequential batch reactor [CSBR] and two additional blowers each 2,000 scfm for aerobic digesters to be located at the existing Carriage Estates III Wastewater Treatment Plant site at 4100 Bridgeway Drive.

On January 11, 2022, this office received a request including revised project plans from Mr. Edward Serowka, P.E., Lakeland InnovaTech, regarding proposed modifications/revisions to the previously approved construction project. The request indicates that review of the facility's actual sludge production/disposal records and aerobic digestion operation for 2020 and 2021 found that only one of the three currently installed aerobic digester blowers was in operation at any given time. American Suburban Utilities (ASU) claims that it is using scarce resources to maintain two (2) underutilized aerobic digester blowers, and that the two additional aerobic digester blowers permitted under permit approval No. 24105 will only cause more operational and maintenance problems and cost without any additional benefits to the Aerobic Digester Performance. The proposed modification/revision requested deletion of the two additional aerobic digester blowers.

The proposed changes were reviewed, and it was determined that the submitted modification/revision request did not provide adequate justification to support deletion of the additional aerobic digester blowers. The Carriage Estates III Wastewater Treatment Plant (WWTP) is designed for Design Average Flow of 3.0 MGD, with a design waste strength for CBOD of 200.0 mg/l (5,004 lbs/day). ASU has not provided any documentation to demonstrate that the Carriage Estates III WWTP was operating at or near the design parameters for flow and/or CBOD during 2020 and 2021 and that

sludge production during these years was based on these design parameters. The only MRO included with the request indicated an influent CBOD of 1,756 lbs/day (35% of the WWTP design basis) during November 2021. Additionally, ASU has not provided any documentation on its solids train operational practice, and only provided aerobic digester blower operating hours for about ten (10) days in October 2021. ASU will need to provide detailed justification and documentation of WWTP operating data (e.g., influent wastewater flows and wasteloads, documentation on its solids train operational practices, sludge production and disposal records, etc.) as well as detailed calculations and/or modeling results of the facility at the full design influent flow and CBOD loading to demonstrate deletion of the previously approved and required two aerobic digester blowers. It should also be noted that these blowers were approved as part of the agreed upon compliance plan in the IDEM's September 2, 2021, Compliance Plan Approval letter, which would need to be revised after any potential approval to remove those blowers.

Since the removal of the blowers constitutes a significant change in design from the approved system, should ASU wish to continue pursuing removal of the equipment a full construction permit application will be required for a full review and issuance of a revised construction permit. Absent of a revised permit, construction of the approved project shall proceed under the terms of the original Construction Permit Approval No. 24105.

Any questions concerning this matter may be addressed to Mr. Dharmendra Parikshak, of our staff, at 317/232-8660 or by email at dpariksh2@idem.in.gov.

Sincerely,



Kevin D. Czerniakowski, P.E.  
Section Chief  
Facility Construction and  
Engineering Support Section  
Office of Water Quality

cc: Edward Serowka, P.E., Lakeland InnovaTech

**OUCG DR 13-27 (Supplemental)**

04/05/2022

**DATA INFORMATION REQUEST  
American Suburban Utilities, Inc.**

**Cause No. 45649-U**

**Information Requested:**

Please provide copies of all influent and effluent flow meters calibration invoices, reports, and meter certifications performed since July 1, 2020 at the Carriage Estates WWTP.

**Original Information Provided:**

See attached.

**Original Attachment:**

OUCG DR 13-27.pdf

**Supplemental Information Provided:**

ASU does not field calibrate the influent flow meters. ASU believes the effluent flow meter calibrations from 2020 and 2021 were previously provided in response to other data requests. For the OUCG's convenience they are attached as Supplemental OUCG 13-27 Attachment 1, 2, 3, and 4.

**Supplemental Attachment:**

Supplemental OUCG DR 13-27.1.pdf  
Supplemental OUCG DR 13-27.2.pdf  
Supplemental OUCG DR 13-27.3.pdf  
Supplemental OUCG DR 13-27.4.pdf



# BL ANDERSON

LOCATION: American Suburban (Carraige estates) DATE: 3/11/20

DIFFERENTIAL FLOW METER CONTACT: ERIC

1) MANUFACTURER: SIEMENS LUT-430  
MODEL NO: LUT-430 S/N: P8D/P1146257

2) TYPE OF METER:  
CLOSED/OPEN PIPE: OPEN CHANNEL PRIMARY DEVICE: (Write size in blank)  
MAGNETIC FLOAT PARSHALL FLUME V-NOTCH WEIR  
DOPPLER ULTRASONIC RECTANGULAR WEIR W/END CONTRACTIONS  
DIFF PRESSURE BUBBLER 2.5' PALMER-BOWLUS V-TRAPEZOIDAL FLUME  
OTHER OTHER OTHER

RECEIVING DEVICE:  
RECORDER X INDICATOR X TOTALIZER X DATALOGGER OTHER

3) ERROR BEFORE CALIBRATION: programming errors / LCP/HCP/offset / max rate / all corrected  
(NOTES IN PANEL)  
TRANSMITTER  
3.8" @ 357 bpm (87% signal strength)

RECORDER N/A TOTALIZER 2639854 (x1000) V.S. gallons

4) METHOD OF CALIBRATION:  
X STAFF GAUGE/FLOW-CURVE TABLE DRAWDOWN TEST  
X ELECTRONICS ADJUSTMENT/PROGRAMMING PORTABLE METER/TEST SET  
OTHER

5) COMMENTS: corrected several errors in program zero distance, measured distance, offset, max flow rate.  
meter now reading accurately / second year in a row program changes have been seen in units.

THIS EQUIPMENT HAS NOW BEEN CALIBRATED AND IS OPERATING WITHIN THE MANUFACTURES SPECIFICATIONS.

Shawn March

FIELD TECHNICAL SPECIALIST  
JIM TODD / JIM GRONCESKI / SHAWN MARCH / RANDY PHARES  
DAVE HALICKI / HOBIE MONTGOMERY / STEVE FARRIS



INVOICE

OUCG Attachment JTP-13  
Cause No. 45649-U  
Page 3 of 9



# BL ANDERSON

B.L. Anderson Company, Inc.  
4801 Tazer Drive  
Lafayette, IN 47905

Cause No. 45649-U  
OUCG DR 13-27 Supplemental  
Attachment 1  
Page 2 of 2

Bill to  
**AMERICAN SUBURBAN UTILITIES**  
3350 W. 250 N.  
W.LAFAYETTE IN 47906-5147

Ship to  
**AMERICAN SUBURBAN UTILITI**  
3350 W. 250 N.  
W.LAFAYETTE IN 47906-5147

CE

Invoice I3773

Completion Date: 3/11/2020

Transaction Date: 3/13/2020

Terms: Net 30

Invoice Due Date: 4/12/2020

Assigned Tech: Shawn M.

Item	Description	Quantity	Price	Amount
DESC	Work Performed: Annual calibration of the effluent flow meter at the Carriage Estates plant. Checked programming and found that there were multiple programming errors that were not in there on the last calibration. Made multiple corrections to the programming, including low calibration point, high calibration point, calibration offset and max flow. Also I wanted to note that the primary device set up for the meter was correct. It has been programmed for a 30 inch Palmer bowls flu, so some items were edited while others were left the same. Once these changes were made, I calibrated the flowmeter, checked totalizer, filled out calibration certificate and gave to the operator Eric. I informed Eric about these changes. He said that he had no idea how this had occurred. I noted these changes on the calibration form and this is the second calibration where I noticed changes in the programming. Suggested that Eric add a password lock to the flowmeter to prevent others from making changes. See calibration sheet for details. This flowmeter is a Siemens LUT 430.	1	\$0.00	\$0.00
SUB	Labor and Travel	1	\$420.00	\$420.00

Subtotal: \$420.00

Tax: \$0.00

Total: \$420.00



# BL ANDERSON

LOCATION: Carnegie Estates m.w.r.p.  
EFFLUENT FLOW METER

DATE: 10/12/20

CONTACT: ERIC

1) MANUFACTURER:

- |   |                                     |  |   |   |
|---|-------------------------------------|--|---|---|
| <input type="checkbox"/> ABB                      | <input type="checkbox"/> BADGER     | <input type="checkbox"/> CHESSELL      | <input type="checkbox"/> ENDRESS HAUSER | <input type="checkbox"/> FOXBORO        |
| <input type="checkbox"/> GREYLINE                 | <input type="checkbox"/> HACH/SIGMA | <input type="checkbox"/> HONEYWELL     | <input type="checkbox"/> KROHNE         | <input type="checkbox"/> MARSH MCBIRNEY |
| <input type="checkbox"/> McCROMETER               | <input type="checkbox"/> MISSION    | <input type="checkbox"/> PRECISION DIG | <input type="checkbox"/> RED LION       | <input type="checkbox"/> ROSEMONT       |
| <input checked="" type="checkbox"/> SIEMENS/MILTR | <input type="checkbox"/> SPARLING   | <input type="checkbox"/> VEGA          | <input type="checkbox"/> YOKOGAWA       |   |

MODEL NO: LVT-430 S/N: P8D/F1140257

MODEL NO: \_\_\_\_\_ S/N: \_\_\_\_\_

2) TYPE OF METER:

- |  |   |  |  |  |
|--|---|--|--|--|
| <input type="checkbox"/> CLOSED        | <input type="checkbox"/> OPEN PIPE:                   | <input checked="" type="checkbox"/> <u>OPEN CHANNEL</u>      | <input type="checkbox"/> PRIMARY DEVICE: (Write size in blank) |  |
| <input type="checkbox"/> MAGNETIC      | <input type="checkbox"/> BUBBLER                      | <input type="checkbox"/> PARSHALL FLUME                      | <input type="checkbox"/> V-NOTCH WEIR                          |  |
| <input type="checkbox"/> CLAMP-ON      | <input type="checkbox"/> RADAR                        | <input type="checkbox"/> RECTANGULAR WEIR                    | <input type="checkbox"/> W/END CONTRACTIONS                    |  |
| <input type="checkbox"/> DIFF PRESSURE | <input checked="" type="checkbox"/> <u>ULTRASONIC</u> | <input checked="" type="checkbox"/> <u>30" PALMER-BOWLUS</u> | <input type="checkbox"/> V-TRAPEZOIDAL FLUME                   |  |
| <input type="checkbox"/> OTHER         | <input type="checkbox"/> OTHER                        | <input type="checkbox"/> H FLUME                             | <input type="checkbox"/> OTHER                                 |  |

3) CALIBRATION NOTES:

TRANSMITTER 8" @ 32 GPM | 11.5 @ 303 GPM  
SCALE 0 - 2997 (4.3m60) CAL FACTOR \_\_\_\_\_ EXCITATION \_\_\_\_\_

RECEIVING DEVICE

- RECORDER  INDICATOR  EQUALIZER  DATALOGGER  SCADA/PLC  OTHER

4) METHOD OF CALIBRATION:

- STAFF GAUGE/FLOW CURVE TABLE  DRAWDOWN TEST  NO ADJUSTMENTS NEEDED  
 PORTABLE METER/TEST SET  ELECTRONICS ADJUSTMENT/PROGRAMMING  
 OTHER

5) COMMENTS:

\* Reading was high by 5" - corrected programming of HCP, LCP, offset  
High flow levels were in blanking distance speed, max flow range  
Raised X-ducer height. now accurate.

THIS EQUIPMENT HAS NOW BEEN CALIBRATED AND/OR VERIFIED TO BE OPERATING WITHIN THE MANUFACTURER'S SPECIFICATIONS

*Shawn March*

FIELD TECHNICAL SPECIALIST

- TODD / JIM GRONCESKI / SHAWN MARCH / RANDY PHARES  
 HALE HALICKI / HOBIE MONTGOMERY / STEVE FARRIS

INVOICE

OUCG Attachment JTP-13  
Cause No. 45649-U  
Page 5 of 9



# BL ANDERSON

B.L. Anderson Company, Inc.  
4801 Tazer Drive  
Lafayette, IN 47905

Cause No. 45649-U  
OUCG DR 13-27 Supplemental  
Attachment 2  
Page 2 of 2

Bill to  
**AMERICAN SUBURBAN UTILITIES**  
3350 W. 250 N.  
W.LAFAYETTE IN 47906-5147

Ship to  
**AMERICAN SUBURBAN UTILITI**  
3350 W. 250 N.  
W.LAFAYETTE IN 47906-5147

Invoice I4575

CE  
Completion Date: 10/12/2020

Transaction Date: 10/13/2020

Terms: Net 30

Invoice Due Date: 11/12/2020

Assigned Tech: Shawn M.

Item	Description	Quantity	Price	Amount
_DESC	Work Performed: Customer was having an issue with the effluent flow meter reading incorrectly on level. I found that several of the key parameters inside the flowmeter had been changed. I am uncertain as to how these were changed as Eric stated no one has had access to the flowmeter. But the reading was off by several inches. I had Eric zero the flow and reprogram the flowmeter. Once you turn the flow back on I noticed that the flow was within the blanking distance of the ultrasonic sensor. We then reinstalled the ultrasonic sensor at a greater height. This will allow for the proper blanking distance and allow the flowmeter to catch these higher flows. Once the transducer was moved, I checked the meter at zero and at multiple heights through scale. I also added a password to the flowmeter to prevent anyone from making any other changes without knowing the password. Filled out calibration certificate and gave to the operator Eric. The flow meter is now functioning normally and giving the proper values.	1	\$0.00	\$0.00
SUB	Labor and Travel	1	\$964.00	\$964.00

Subtotal: \$964.00

Tax: \$0.00

Total: \$964.00

certification  
calibration



# BL ANDERSON

LOCATION: American Suburban (Carriage Estates) DATE: 3/15/21  
EFFLUENT flow meter CONTACT: ERIC

1) MANUFACTURER:

- ABB     BADGER     CHESSELL     ENDRESS HAUSER     FOXBORO
- GREYLINE     HACH/SIGMA     HONEYWELL     KROHNE     MARSH MCBIRNEY
- McCROMETER     MISSION     PRECISION DIG     RED LION     ROSEMONT
- SIEMENS/MILTR     SPARLING     VEGA     YOKOGAWA

MODEL NO: LUT-430 S/N: PBD/P1140257  
MODEL NO: \_\_\_\_\_ S/N: \_\_\_\_\_

2) TYPE OF METER:

- CLOSED OPEN PIPE:     OPEN CHANNEL:    PRIMARY DEVICE: (Write size in blank)
- MAGNETIC     BUBBLER     PARSHALL FLUME     V-NOTCH WEIR
- CLAMP-ON     RADAR     RECTANGULAR WEIR     W/END CONTRACTIONS
- DIFF PRESSURE     ULTRASONIC 2.5" PALMER-BOWLUS     V-TRAPEZOIDAL FLUME
- OTHER     OTHER     H FLUME     OTHER

3) CALIBRATION NOTES:

*reading was high by -3" corrected - Accurate.*

TRANSMITTER: 0.0" @ zero flow    Con: 20, Ddb7 (93% O<sub>2</sub>), w/ styl  
SCALE 0-7414    CAL FACTOR NA    EXCITATION \_\_\_\_\_

RECEIVING DEVICE (60min)  
 RECORDER     INDICATOR     TOTALIZER     DATALOGGER     SCADA/PLC     OTHER  
3502859 (x1000) U.S. gallons

4) METHOD OF CALIBRATION:

- STAFF GAUGE/FLOW-CURVE TABLE     DRAWDOWN TEST     NO ADJUSTMENTS NEEDED
- PORTABLE METER/TEST SET     ELECTRONICS ADJUSTMENT/PROGRAMMING
- OTHER

5) COMMENTS: Calibrate level flow & totalized.

THIS EQUIPMENT HAS NOW BEEN CALIBRATED AND/OR VERIFIED TO BE OPERATING WITHIN THE MANUFACTURES SPECIFICATIONS

FIELD TECHNICAL SPECIALIST  
JIM TODD / JIM GRONCESKI / SHAWN MARCH / RANDY PHARES  
DAVE HALICKI / HOBIE MONTGOMERY / STEVE FARRIS

INVOICE



B.L. Anderson Company, Inc.  
4801 Tazer Drive  
Lafayette, IN 47905

# BL ANDERSON

Bill to  
**AMERICAN SUBURBAN UTILITIES**  
3350 W. 250 N.  
W.LAFAYETTE IN 47906-5147

Ship to  
**AMERICAN SUBURBAN UTILITI**  
3350 W. 250 N.  
W.LAFAYETTE IN 47906-5147

Invoice 15124

Completion Date: 3/15/2021 *CE*

Transaction Date: 3/17/2021

Terms: Net 30

Invoice Due Date: 4/16/2021

Assigned Tech: Shawn M.

Item	Description	Quantity	Price	Amount
_DESC	Work Performed: Annual calibration of the effluent flow meter at Carriage Estates. Checked the programming, checked level and flow, as well as the totalizer. Filled out calibration certificate and gave to the operator Eric. See calibration sheet for further details. Flow meter is a Siemens LUT430 on a 2.5 foot Palmer Boles flume.	1	\$0.00	\$0.00
SUB	Labor and Travel	1	\$420.00	\$420.00

Subtotal: \$420.00

Tax: \$0.00

Total: \$420.00



# BL ANDERSON

Bill to  
**AMERICAN SUBURBAN UTILITIES**  
 3350 W. 250 N.  
 W.LAFAYETTE, IN 47906-5147

Ship to  
**AMERICAN SUB - CARRIAGE ESTATES**  
 3350 WEST 250 NORTH  
 WEST LAFAYETTE, IN 47906-5147

**Invoice #: I6535**

Completion Date: 3/24/2022

Transaction Date: 3/25/2022

Terms: Net 30

Invoice Due Date: 4/24/2022

Assigned Tech: Shawn M.

Item	Description	Quantity	Price	Amount
_DESC	Work Performed: Annual calibration of the effluent flow meter and associated output to SCADA. Checked level, flow, totalizers, meter programming, and 4-20 ma output to SCADA. Filled out the calibration certificates and gave to the operator Andy Mix. See calibration sheet for further details. Meter is a SIEMENS LUT 430 Ultrasonic.	1	\$0.00	\$0.00
SUB	Labor and Travel	1	\$440.00	\$440.00

Subtotal: \$440.00

Tax: \$0.00

Total: \$440.00



# BL ANDERSON

LOCATION: American Suburban (Carriage Estates)  
EFFLUENT Flow meter

DATE: 3/24/22

CONTACT: ERIC Claupfenstern  
ANDY MIX

(1) MANUFACTURER:

- |                                     |   |  |   |   |
|-------------------------------------|---|--|---|---|
| <input type="checkbox"/> ABB        | <input type="checkbox"/> BADGER             | <input type="checkbox"/> CHESSELL      | <input type="checkbox"/> ENDRESS HAUSER | <input type="checkbox"/> FOXBORO        |
| <input type="checkbox"/> GREYLINE   | <input type="checkbox"/> HACH/SIGMA         | <input type="checkbox"/> HONEYWELL     | <input type="checkbox"/> KROHNE         | <input type="checkbox"/> MARSH MCBIRNEY |
| <input type="checkbox"/> McCROMETER | <input type="checkbox"/> MISSION            | <input type="checkbox"/> PRECISION DIG | <input type="checkbox"/> RED LION       | <input type="checkbox"/> ROSEMOUNT      |
| <input type="checkbox"/> SCADA/PLC  | <input checked="" type="checkbox"/> SIEMENS | <input type="checkbox"/> SPARLING      | <input type="checkbox"/> VEGA           | <input type="checkbox"/> YOKOGAWA       |

MODEL NO: LVT-430 S/N: PBD/P1146257  
MODEL NO: \_\_\_\_\_ S/N: \_\_\_\_\_

(2) TYPE OF METER:

- |  |  |  |  |
|--|--|--|--|
| <input type="checkbox"/> CLOSED        | <input type="checkbox"/> OPEN PIPE:            | <input checked="" type="checkbox"/> OPEN CHANNEL | PRIMARY DEVICE: (Write size in blank)        |
| <input type="checkbox"/> MAGNETIC      | <input type="checkbox"/> BUBBLER               | <input type="checkbox"/> PARSHALL FLUME          | <input type="checkbox"/> V-NOTCH WEIR        |
| <input type="checkbox"/> CLAMP-ON      | <input type="checkbox"/> RADAR                 | <input type="checkbox"/> RECTANGULAR WEIR        | <input type="checkbox"/> W/END CONTRACTIONS  |
| <input type="checkbox"/> DIFF PRESSURE | <input checked="" type="checkbox"/> ULTRASONIC | <u>30" PALMER-BOWLUS</u>                         | <input type="checkbox"/> V-TRAPEZOIDAL FLUME |
| <input type="checkbox"/> OTHER         | <input type="checkbox"/> OTHER                 | <input type="checkbox"/> H FLUME                 | <input type="checkbox"/> OTHER               |

(3) CALIBRATION NOTES: accurate

TRANSMITTER: 19.3" @ 6297 / 1.2" @ 556pm  
(88% + con = 22, 73 db, 3db noise)  
SCALE: 0 - 7234 CAL FACTOR: N/A EXCITATION: N/A

RECEIVING DEVICE  
 RECORDER  INDICATOR  TOTALIZER  DATALOGGER  SCADA/PLC  OTHER  
4151788 (Kroc) v.s. gallons - meter  
202282848.0 v.s. gallons - SCADA

(4) METHOD OF CALIBRATION:

- |  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> STAFF GAUGE/FLOW-CURVE TABLE | <input type="checkbox"/> DRAWDOWN TEST                                 | <input type="checkbox"/> NO ADJUSTMENTS NEEDED |
| <input type="checkbox"/> PORTABLE METER/TEST SET                 | <input checked="" type="checkbox"/> ELECTRONICS ADJUSTMENT/PROGRAMMING |  |
| <input type="checkbox"/> OTHER                                   |  |  |

(5) COMMENTS:

calibrate level/flow/totalizer - 4-2vma to remote readout (SCADA)  
Flume is not level - calibration based on flow @ center point of flume.

THIS EQUIPMENT HAS NOW BEEN CALIBRATED AND/OR-VERIFIED TO BE OPERATING WITHIN THE MANUFACTURES SPECIFICATIONS.

FIELD TECHNICAL SPECIALIST  
JIM TODD / JIM GRONCESKI / SHAWN MARCH / RANDY PHARES  
DAVE HALICKI / HOBIE MONTGOMERY / STEVE FARRIS