

FILED
December 5, 2025
INDIANA UTILITY
REGULATORY COMMISSION

ASU's Exhibit 2

#	Start Const.	Req. for service	Plant	Project Desc. Location	#unit of EDUs CH	# unit of EDUs CE
1			CH	Hospital	100	
2	UC	X	CE	The W		518
3	UC	X	CH	Hadley Flats	20	
4	UC	X	CE	Cottages at Cumberland		321
5		X	CH	Oasis for life PD	60	
6		X	CE	30-acre Subdivision		55
7	UC	X	CH	Timberbrook Meadows	456	
8		X	CH	Timberbrook Estates	138	
9	UC	X	CH	Research Village	549	
10	UC	X	CH	Aviada Apts.	531	
11		X	CE	Sterling 27		211
12	UC	X	CE	Bower Ridge Estates		84
13		X	CE	Enclave on Klondike		260
14		X	CH	Millbrook	1367	
15		X	CE	40-acre subdivision		118
16	UC	X	CE	Stonehenge		52
				Total=	3221	1619
				Total Total=	4840	

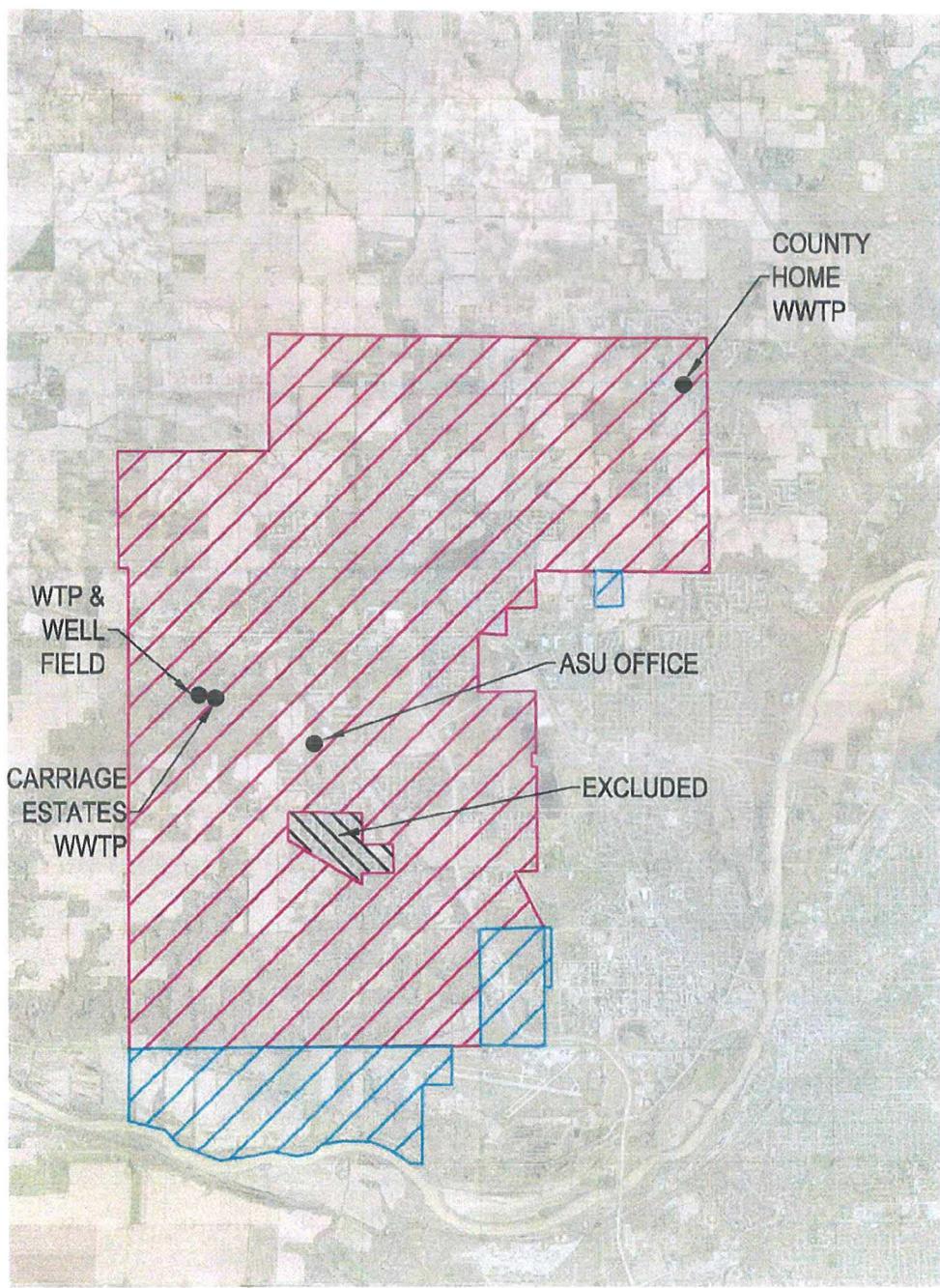
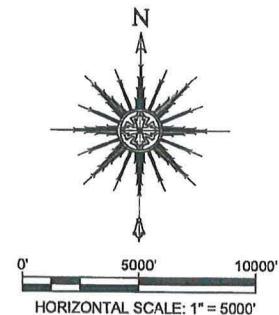
ASU's Exhibit 3

HISTORIC ASU CTA

- = ORIGINAL, CAUSE # 32722, 1972
- = CAUSE # 38741, 1989

POST CAUSE 38741 - 1989

AREA = 24.64 SQ. MILES

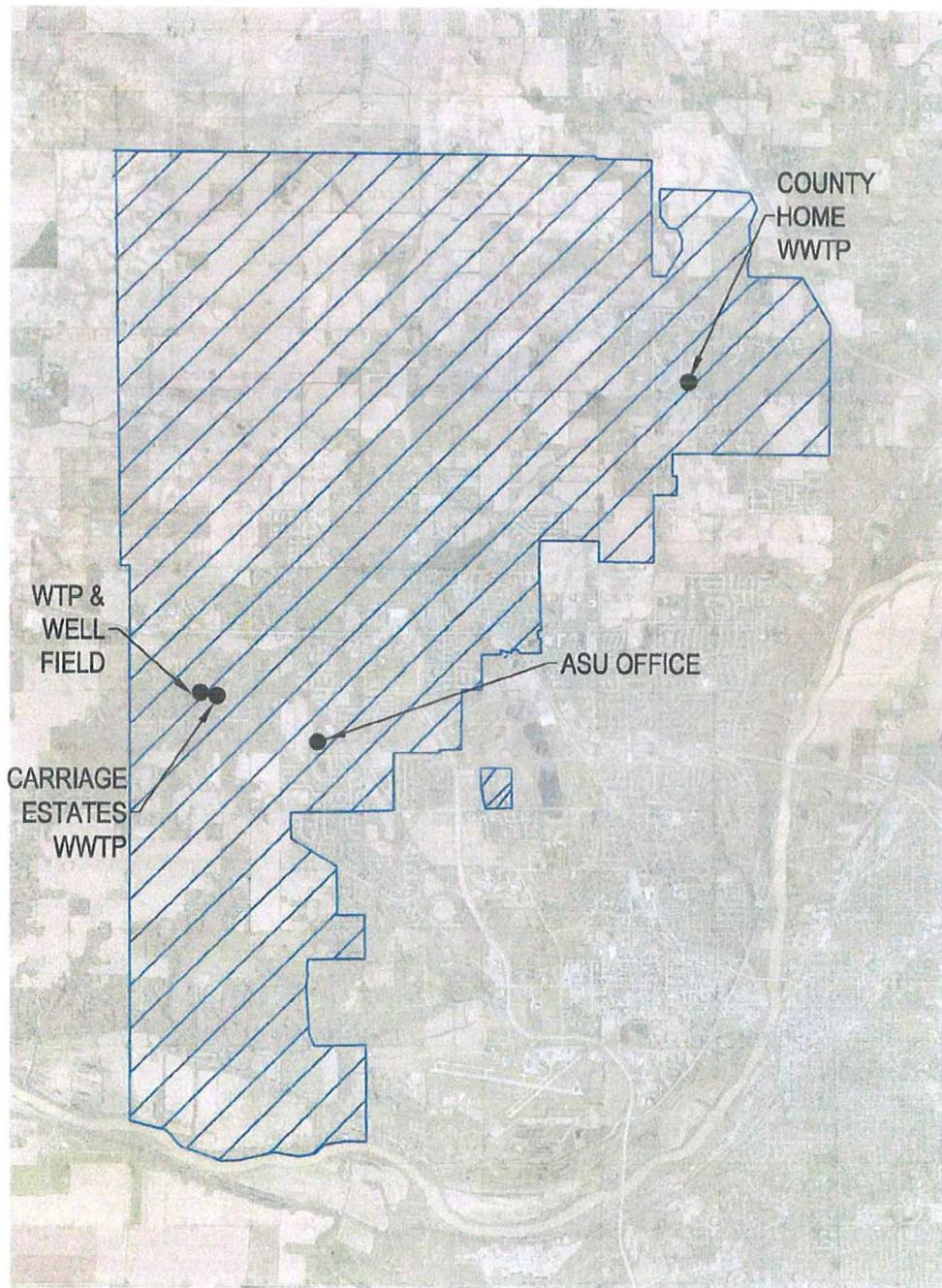
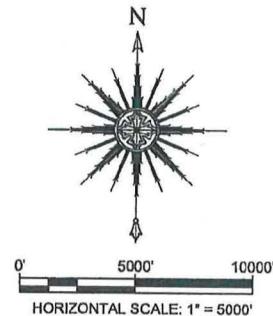


ASU's Exhibit 4

CURRENT ASU CTA

POST CAUSE 45358 - 2020

AREA = 29.32 SQ. MILES



ASU's Exhibit 5

Big Three Sewer Project
2012 Cost Estimate

Description	Quantity	Unit	Unit Price	Total
Mobilization & Demobilization	1	LS	\$94,000	\$94,000
12" PVC SDR-26	1462	LF	\$66	\$96,492
18" PVC SDR-26	9922	LF	\$113	\$1,121,186
24" Casing w/ 12" PVC SDR-26 - Jack and Bore	60	LF	\$735	\$44,100
30" Casing with 15" PVC SDR-26 - Jack and Bore	300	LF	\$975	\$292,500
48" MH	30	EA	\$13,000	\$390,000
60" MH	8	EA	\$14,000	\$112,000
Tie-in to Existing MH/LS	3	EA	\$11,000	\$33,000
Disk Farm Ground	35000	SY	\$0.05	\$1,750
Yard Preparation & Seeding	85000	SY	\$1.25	\$106,250
Clearing (1)	10	AC	\$12,000	\$120,000
Fence Repair	300	LF	\$15	\$4,500
Dewatering	11744	LF	\$92	\$1,080,448
			Total:	\$3,496,226
(1) - Original testimony included a mathematical error in the amount of \$3,000;				
Listed \$123,000 vs correct extension of \$120,000				

ASU's Exhibit 6

Big Three Sewer Project Comparison of Estimated vs. Actual Costs

2012 Estimate				
Description	Quantity	Unit	Unit Price	Total
12" PVC SDR-26	1462	LF	\$66	\$96,492
18" PVC SDR-26	9922	LF	\$113	\$1,121,186
24" Casing w/ 12" PVC SDR-26 - Jack and Bore	60	LF	\$735	\$44,100
30" Casing with 15" PVC SDR-26 - Jack and Bore	300	LF	\$975	\$292,500
48" MH	30	EA	\$13,000	\$390,000
60" MH	8	EA	\$14,000	\$112,000
Dewatering	11744	LF	\$92	\$1,080,448

Actual Costs				
Description	Quantity	Unit	Unit Price	Total
15" PVC SDR-35	2080	LF	\$85	\$176,800
15" PVC SDR-26	4617	LF	\$90	\$415,530
21" PVC SDR-26	4720	LF	\$153	\$722,160
24" Casing w/ 15" PVC SDR-26 - Jack and Bore	160	LF	\$740	\$118,400
36" Casing with 21" PVC SDR-26 - Jack and Bore	200	LF	\$1,295	\$259,000
48" MH	0	EA	\$13,000	\$0
60" MH	46	EA	\$14,000	\$644,000
Dewatering	11777	LF	\$37	\$435,741

ASU's Exhibit 7

American Suburban Utilities
Los Tres Grandes
Sewer Extension
TBIRD - Project No. 13046

Engineer's Opinion of Construction Cost - 1/17/14

Engineer's Opinion of Construction Cost - 1/17/14				Engineer's Opinion of Cost	
Contract Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Price for Item
AREA A SANITARY SEWER IMPROVEMENTS					
1	15" PVC Sanitary Sewer (SDR35), 10-14' dp	1,572	LF	\$120.00	\$188,640.00
2	15" PVC Sanitary Sewer (SDR35), 14-18' dp	389	LF	\$140.00	\$54,460.00
3	15" PVC Sanitary Sewer (SDR35), 18-22' dp	109	LF	\$160.00	\$17,440.00
4	15" PVC Sanitary Sewer (SDR26), 18-22' dp	2,372	LF	\$165.00	\$391,380.00
5	15" PVC Sanitary Sewer (SDR26), 22-26' dp	2,487	LF	\$185.00	\$460,095.00
6	21" PVC Sanitary Sewer (SDR26), 18-22' dp	1,185	LF	\$190.00	\$225,150.00
7	21" PVC Sanitary Sewer (SDR26), 22-26' dp	2,612	LF	\$210.00	\$548,520.00
8	21" PVC Sanitary Sewer (SDR26), 26-30' dp	827	LF	\$230.00	\$190,210.00
9	21" PVC Sanitary Sewer (SDR26), +30' dp	206	LF	\$275.00	\$56,650.00
10	Additional cost of Granular Fill (undistributed)	75	LF	\$50.00	\$3,750.00
11	Trenchless Installation, Jack & Bore 36" Steel Casing	200	LF	\$1,000.00	\$200,000.00
12	Trenchless Installation, Jack & Bore 24" Steel Casing	160	LF	\$800.00	\$128,000.00
13	6" Sanitary Sewer Lateral Connection	1	EA	\$500.00	\$500.00
14	12" Sanitary Sewer Pipe Connection	1	EA	\$1,000.00	\$1,000.00
15	60" Standard Precast Manhole, 14-18'	4	EA	\$5,500.00	\$22,000.00
16	60" Standard Precast Manhole, 14-18' DROP	1	EA	\$7,500.00	\$7,500.00
17	60" Standard Precast Manhole, 18-22'	3	EA	\$7,000.00	\$21,000.00
18	60" Standard Precast Manhole, 22-26'	16	EA	\$8,000.00	\$128,000.00
19	60" Standard Precast Manhole, 26-30'	17	EA	\$10,000.00	\$170,000.00
20	60" Standard Precast Manhole, 26-30' DROP	1	EA	\$14,000.00	\$14,000.00
21	Special Manhole, 26-30' DROP (Kimberly Estates)	1	EA	\$15,500.00	\$15,500.00
22	Special Manhole, 26-30' DROP (Hawthorne Ridge)	1	EA	\$16,000.00	\$16,000.00
21	60" Standard Precast Manhole, +30'	2	EA	\$15,000.00	\$30,000.00
22	HMA Asphalt, Type A	50	LF	\$110.00	\$5,500.00
23	Straight Curb Removal & Replacement	16	LF	\$55.00	\$880.00
24	12" CMP w/B-Borrow backfill (undistributed)	10	LF	\$75.00	\$750.00
25	36" CMP w/B-Borrow backfill (undistributed)	20	LF	\$175.00	\$3,500.00
26	Seeding, Blanket and Restoration (undistributed)	25,000	SY	\$4.00	\$100,000.00
27	Wetland Planting	1	LS	\$20,000.00	\$20,000.00
28	Utility Right-of-Way Staking	40	HRS	\$200.00	\$8,000.00
29	Videotaping (undistributed)	20	HRS	\$250.00	\$5,000.00
30	Construction Drive Entrance	100	TONS	\$25.00	\$2,500.00
31	Ditch Grading (undistributed)	500	LF	\$15.00	\$7,500.00
32	Stream Crossing	160	LF	\$200.00	\$32,000.00
33	Temporary Power	4	EA	\$2,500.00	\$10,000.00
34	Lift Station Removal - Kimberly Estates (Sheet C102)	1	LS	\$5,000.00	\$5,000.00
35	Lift Station Removal - Big Oaks (Sheet C102)	1	LS	\$5,000.00	\$5,000.00
36	Lift Station Removal - Hawthorne Ridge (Sheet C113)	1	LS	\$5,000.00	\$5,000.00
37	Existing Manhole/Wetwell Removal	2	LS	\$2,500.00	\$5,000.00
38	Existing Force main/Gravity Sewer Removal	620	LF	\$5.00	\$3,100.00
39	Dewatering ***	1	LS	\$100,000.00	\$100,000.00
40	Erosion Control	1	LS	\$30,000.00	\$30,000.00
41	General Maintenance of Traffic & Detours	1	LS	\$25,000.00	\$25,000.00
42	Construction Engineering	1	LS	\$80,000.00	\$80,000.00
43	Right-of-Way Clearing	1	LS	\$125,000.00	\$125,000.00
44	Mobilization/Demobilization	1	LS	\$173,426.25	\$173,426.25
TOTAL AMOUNT					\$3,642,000.00

*** Dewatering is an allowance only. This will vary greatly depending on the season and actual groundwater/geotechnical conditions.

ASU's Exhibit 8

Big Three Sewer Project
Actual Construction Costs

Description	Quantity	Unit	Unit Price	Total
Mobilization & Demobilization	1	LS	\$94,000	\$94,000
15" PVC SDR-35	2080	LF	\$85	\$176,800
15" PVC SDR-26	4617	LF	\$90	\$415,530
21" PVC SDR-26	4720	LF	\$153	\$722,160
24" Casing w/ 15" PVC SDR-26 - Jack and Bore	160	LF	\$740	\$118,400
36" Casing with 21" PVC SDR-26 - Jack and Bore	200	LF	\$1,295	\$259,000
48" MH	0	EA	\$13,000	\$0
60" MH	46	EA	\$14,000	\$644,000
Tie-in to Existing MH/LS	3	EA	\$11,000	\$33,000
Disk Farm Ground	35000	SY	\$0.05	\$1,750
Yard Preparation & Seeding	85000	SY	\$1.25	\$106,250
Clearing	10	AC	\$12,000	\$120,000
Fence Repair	300	LF	\$15	\$4,500
Dewatering	11777	LF	\$37	\$435,749
			Total:	\$3,131,139
			Approved	\$2,200,000
			Difference	\$931,139

ASU's Exhibit 9



US INFLATION CALCULATOR

| a CoinNews Media Group Company

[Inflation Calculator](#)[Inflation and Prices](#)[Gas, Food & Other Inflation](#)[Items Adjusted for Inflation](#)

The U.S. Inflation Calculator measures the dollar's purchasing power over time.

Inflation Calculator*

If in (enter year)
I purchased an item for \$
then in (enter year)
that same item would cost: **\$1.45**
Cumulative rate of inflation: **45.2%**

Learn how this calculator works. The US Inflation Calculator uses the latest US government CPI data published on October 24 to adjust and calculate for inflation through September (See recent inflation rates.) The U.S. Labor Department's Bureau of Labor Statistics will release inflation data for October on November 13, 2025.

ASU's Exhibit 10

CH II
Cost Comparison
Actual vs. Original

Serowka Estimate \$849,132
 First Time Development Bid \$903,100
 ASU Change Order \$127,000

Total Cost \$1,030,100

Previously Excluded: \$180,968

Original Cost - Main Wastewater Line to Plant Using HWC Adjusted

Description	Quantity	Unit	2014	1998 Use	Total
15" PVC SDR-35, 10-14'	1585	LF	\$120	\$83	\$131,555
60" MH, 14-18'	6	EA	\$5,500	\$3,793	\$22,800
Total:					\$154,355
FTDC Bld					\$153,000 OK

Projected Increases Using HWC Adjusted

Description	Quantity	Unit	2014	1998 Use	Original	Increase	Total	
21" PVC SDR-26, 22-26'	585	LF	\$210	\$145	\$145	\$83	\$62	\$36,270
21" PVC SDR-26, 22-26'	30	LF	\$210	\$145	\$145	\$0	\$145	\$4,350
21" PVC SDR-26, 30'+	1000	LF	\$275	\$190	\$190	\$83	\$107	\$107,000
60" MH, 22-26'	6	EA	\$8,000	\$5,517	\$5,500	\$3,800	\$1,700	\$10,200
60" MH, 30'+	2	EA	\$15,000	\$10,345	\$10,350	\$0	\$10,350	\$20,700
Total:							\$178,520	

ASU's Exhibit 11

Total Cost of Project by ASU:

F&K	\$ 1,712,282
Appraisals	\$ 12,050
Legal (Easements)	\$ 5,591 <i>(CONFIDENTIAL - NOT INCLUDED)</i>
Easement Acquisitions	\$ 68,735
Engineer Fees	\$ 42,647
Total	<u>\$ 1,841,305</u>

AJA Type Document
Application and Certification for Payment

Page 2 of 2

TO (OWNER): American Suburban Utilities 3350 W 250 N West Lafayette, IN 47906	PROJECT: Klondike Sanitary Sewer	APPLICATION NO: 8 PERIOD TO: 4/19/2017	DISTRIBUTION TO: - OWNER - ARCHITECT - CONTRACTOR
FROM (CONTRACTOR): F&K Construction, Inc. 2055 W 150 S Flora, IN 46929	VIA (ARCHITECT):	ARCHITECT'S PROJECT NO:	

CONTRACT FOR: Klondike Road Sewer Main Ext.

CONTRACT DATE: 12/21/2015

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	Mobilization	199,154.00	195,170.92	3,983.08	0.00	199,154.00	100.00	0.00	0.00
2	Jack & Bore	326,905.00	326,905.00	0.00	0.00	326,905.00	100.00	0.00	0.00
3	8-in PVC Sanitary Sewer	85,671.00	81,387.45	4,283.55	0.00	85,671.00	100.00	0.00	0.00
4	15-in PVC Sanitary Sewer	358,746.00	358,746.00	0.00	0.00	358,746.00	100.00	0.00	0.00
5	18-in PVC Sanitary Sewer	81,874.00	81,874.00	0.00	0.00	81,874.00	100.00	0.00	0.00
6	Manholes	372,650.00	372,650.00	0.00	0.00	372,650.00	100.00	0.00	0.00
7	Abandon Exist Sanitary Sewer & Structures	28,000.00	28,000.00	0.00	0.00	28,000.00	100.00	0.00	0.00
8	Restoration	24,000.00	22,800.00	1,200.00	0.00	24,000.00	100.00	0.00	0.00
9	Dewatering	229,000.00	229,000.00	0.00	0.00	229,000.00	100.00	0.00	0.00
10	School Manhole	6,282.00	0.00	6,282.00	0.00	6,282.00	100.00	0.00	0.00
REPORT TOTALS		\$1,712,282.00	\$1,696,533.37	\$15,748.63	\$0.00	\$1,712,282.00	100.00	\$0.00	\$0.00

Don McKee, MAI



Real Estate Appraiser • Consultant

6320 RUCKER ROAD • SUITE D • INDIANAPOLIS, INDIANA 46220
(317) 257-6255 • FAX (317) 252-5275 • E-MAIL mckee@donmckee.com

September 14, 2015

Mr. Scott Lods
American Suburban Utilities
3350 West 250 North
West Lafayette, IN 47906

RE: Project: Klondike Road Sewer Relocation

INVOICE

For appraisal of assigned parcels

Parcel No.	Ownership	Fee
30	George and Carol King	\$800
23	Lafayette Venetian Blind, Inc.	\$2,700
16	Overman Rentals, LLC	\$1,800
15	Santefort VanDerNoord, LLC	\$1,100
13	Santefort and VanDerNoord	\$500
17	Dadipro & Arrowdale	\$1,000
19	Four M, LLC	\$1,000
22	Francisco and Luz Casas	\$1,000
26	F Lynn Cason, Jr., Trustee	\$800
	Total	\$10,700

Please make check payable to:

McKee Enterprises, Inc.
EIN 61-1422808

STATE OF INDIANA) IN THE TIPPECANOE CIRCUIT COURT
)
COUNTY OF TIPPECANOE))SS:
) CAUSE NO. 79C01-1512-PL-00039

AMERICAN SUBURBAN)
UTILITIES, INC.,)
Plaintiff,)
)
v.)
)
FOUR M, LLC)
Defendant.)

ORDER REGARDING APPRAISAL FEES

Plaintiff, American Suburban Utilities, Inc. is hereby Ordered to pay to the Clerk of this Court the total sum of One Thousand Three Hundred Fifty Dollars (\$1,350.00) for the appraiser's fees. Monies to be paid within 30 days of this Order.

It is also Ordered that, upon payment by the Plaintiff, the Clerk of the Court is directed to issue to each of the appraisers a check in the following amounts for their services herein: Kevin Bol, \$450.00; Paul Middaugh, \$450.00; and Dale Webster, \$450.00 in full satisfaction of this judgment and all claims in this cause.

Entered this 10 day of March, 2016.



Judge, Tippecanoe Circuit Court

Distribution to:
Eric H. Burns

From: American Suburban Utilities
DaDiPro, LLC & Arrowdale Properties
Parcel 17 01/19/16 17414 \$7,195.00
7,195.00

American Suburban Utilities 3350 W 250 N West Lafayette, IN 47906	Fifth Third Bank Lafayette, IN 47901 71-8597749	17414
DaDiPro, LLC & Arrowdale Properties	DATE 01/19/16	AMOUNT \$7,195.00
PAY Seven Thousand One Hundred Ninety-Five and 00/100 Dollars		
TO THE ORDER OF	DaDiPro, LLC & Arrowdale Properties 3212 West Saddle Creek Drive Dunlap, IL 61525-2505	
Parcel 17		
AUTHORIZED SIGNATURE 		

17414 074908594 7650020170

Withered Burns, LLP

Attorneys at Law

Jerome L. Withered*†
Eric H. Burns
Zachary T. Williams
Elliott L. McKinnis

*Certified Civil Trial Advocate, National Board of Trial Advocacy
†Registered Civil Mediator

8 N. Third Street, Suite 401
P.O. Box 499
Lafayette, Indiana 47902-0499
(765) 742-1988 Fax (765) 742-8774
www.witheredlaw.com

December 18, 2015

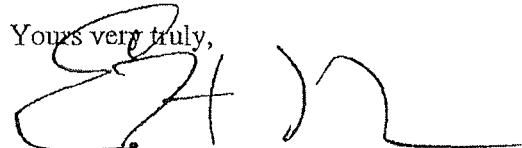
DaDiPro, LLC
Arrowdale Properties, LLC
Attn: David Jin
3212 West Saddle Creek Dr.
Dunlap, IL 61525-2505

Re: Receipt of Conveyance, Parcel 17

Dear Mr. Jin:

Thank you for returning the documents for the easements. This letter is your Receipt of Conveyance and, as such, you can expect payment in full in the amount of \$7,195.00 from American Suburban Utilities within 30 days of the date of this letter.

Please feel free to call with any questions. Thank you for your assistance in this matter

Yours very truly,


Eric H. Burns, Attorney and Agent
For American Suburban Utilities, Inc.

EHB:db
xc: Arrowdale Properties, LLC
Vince Eng
cc: ASU (via email)

From: American Suburban Utilities
Francisco J. and Luz E. Casas
Parcel 22

01/19/16 17415 \$450.00
450.00

American Suburban Utilities 3350 W 250 N West Lafayette, IN 47906	Fifth Third Bank Lafayette, IN 47901 71-859749	17415
Francisco J. and Luz E. Casas	DATE 01/19/16	AMOUNT \$450.00
PAY: Four Hundred Fifty and 00/100 Dollars		
TO THE ORDER OF	Francisco J. and Luz E. Casas 4260 Delmonico Drive Lafayette, IN 47909	
Parcel 22		AUTHORIZED SIGNATURE

17415 1074908594 7650020170

Withered Burns, LLP
Attorneys at Law

Jerome L. Withered*†
Eric H. Burns
Zachary T. Williams
Elliott L. McKinnis

*Certified Civil Trial Advocate, National Board of Trial Advocacy
†Registered Civil Mediator

8 N. Third Street, Suite 401
P.O. Box 499
Lafayette, Indiana 47902-0499
(765) 742-1988 Fax (765) 742-8774
www.witheredlaw.com

December 21, 2015

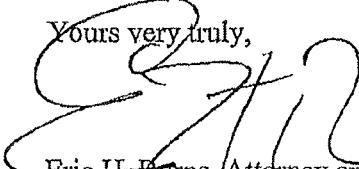
Francisco J. and Luz E. Casas
4260 Delmonico Dr.
Lafayette, IN 47909

Re: Receipt of Conveyance, Parcel 22

Dear Mr. and Mrs. Casas:

Thank you for returning the documents for the easements. This letter is your Receipt of Conveyance and, as such, you can expect payment in full in the amount of \$450.00 from American Suburban Utilities within 30 days of the date of this letter.

Please feel free to call with any questions. Thank you for your assistance in this matter

Yours very truly,

Eric H. Burns, Attorney and Agent
For American Suburban Utilities, Inc.

EHB:db

cc: ASU (via email)

From: American Suburban Utilities
Tippecanoe County Clerk
Overman Rentals, L.L.C.

15,425.00

02/09/16 17454

\$15,425.00

American Suburban Utilities
3350 W 250 N
West Lafayette, IN 47906

Fifth Third Bank
Lafayette, IN 47901
71-859/749

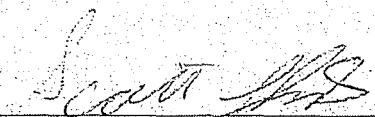
17454

DATE	AMOUNT
02/09/16	\$15,425.00

Tippecanoe County Clerk

PAY Fifteen Thousand Four Hundred Twenty-Five and 00/100 Dollars

TO THE Tippecanoe County Clerk
ORDER
OF:



AUTHORIZED SIGNATURE

17454 0749085941 7650020170

STATE OF INDIANA) IN THE TIPPECANOE CIRCUIT COURT
)
)SS:)
COUNTY OF TIPPECANOE) CAUSE NO. 79C01-1512-PL-00041

AMERICAN SUBURBAN)
UTILITIES, INC.,)
Plaintiff,)
)
v.)
)
OVERMAN RENTALS, L.L.C.)
Defendant.)

AGREED ORDER OF CONDEMNATION

Plaintiff, American Suburban Utilities, Inc., by counsel Eric H. Burns, and Defendant Overman Rentals, L.L.C. ("landowner"), by counsel Shannon G. Starr, inform the court that an Agreement has been reached on all issues herein. The Court being duly advised now FINDS AND ORDERS:

1. On November, 12th, 2015, Plaintiff American Suburban Utilities, Inc. served the Uniform Land or Easement Acquisition Offer letter on the Defendant, in accordance with Indiana Code § 32-24-1 via hand delivery by John Huggins. Affidavit of Service attached as Exhibit A.
2. Landowners acknowledge receipt of American Suburban Utilities' Uniform Land or Easement Acquisition Offer.
3. The entire parcel of real estate owned by landowners ("Subject Real Estate"), which is the subject matter of the instant action, is described on the attached Exhibit B.
4. The portion of the real estate condemned and transferred to the Plaintiff ("Condemned Real Estate") is described on the attached Exhibit C.
5. The portion of the real estate to be set over to Plaintiff in a temporary construction easement is described on the attached Exhibit D.

6. Landowners acknowledge Plaintiff's right to acquire the property rights sought in this action through the use of eminent domain.
7. The Parties have agreed and waived objection to the take requested in Plaintiff's Complaint in Condemnation.
8. Plaintiff's initial offer for the easements described in attached Exhibits C and D is the amount of \$15,425.
9. The Defendant agrees to accept Plaintiff's initial offer of \$15,425 as full payment for said taking.
10. Plaintiff agrees to restore the easement area to as near to the original condition as practicable in the way of grass, trees, shrubs, and replacement of split rail fence and shall do so as quickly as practicable following the completion of the construction activity on the parcel affected.
11. The parties acknowledge the risks, delays and costs associated with a lengthy litigation process, and, as such, Plaintiff will pay a sum total of Fifteen Thousand Four Hundred Twenty-Five Dollars (\$15,425.00) to Defendants for the take; with \$5,675 of such amount being allocated towards the permanent easement and \$7,350 of such amount being allocated towards the temporary construction easement and \$2,400 for property reclamation. Said monies to be paid within 30 days of this Order.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the Plaintiff, American Suburban Utilities, Inc. now owns a permanent easement for utility purposes located within the real estate described as follows:

From: American Suburban Utilities
Tippecanoe County Clerk
Four M

03/09/16 17544 \$1,000.00
1,000.00

American Suburban Utilities
3350 W 250 N
West Lafayette, IN 47906

Fifth Third Bank
Lafayette, IN 47901
71-859/749

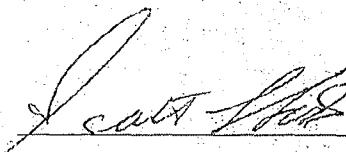
17544

Tippecanoe County Clerk

DATE AMOUNT
03/09/16 \$1,000.00

PAY One Thousand and 00/100 Dollars

TO THE
ORDER
OF:



AUTHORIZED SIGNATURE

17544 1074908594 7650020170



201616006291
TODD COUNTY RECORDER

04/19/2016 03:40:36PM

COURT DOCUMENT 19-00

STATE OF INDIANA) IN THE TIPPECANOE CIRCUIT COURT
)
)SS:
COUNTY OF TIPPECANOE) CAUSE NO. 79C01-1512-PL-00039

AMERICAN SUBURBAN)
UTILITIES, INC.,)
Plaintiff,)
)
v.)
)
FOUR M, LLC)
Defendant.)

AGREED ORDER OF CONDEMNATION

Plaintiff, American Suburban Utilities, Inc., by counsel Eric H. Burns, and Defendant Four M, LLC (“landowner”), pro se, by its authorized representative, inform the court that an Agreement has been reached on all issues herein. The Court being duly advised now FINDS AND ORDERS:

1. On October 29, 2015, Plaintiff American Suburban Utilities, Inc. served the Uniform Land or Easement Acquisition Offer letter on the Defendant, in accordance with Indiana Code § 32-24-1 via certified mail.
2. Landowner acknowledges receipt of American Suburban Utilities' Uniform Land or Easement Acquisition Offer.
3. The entire parcel of real estate owned by landowner ("Subject Real Estate"), commonly known as 2801 Klondike Road, West Lafayette, IN 47906 which is the subject matter of the instant action, and more particularly described as:

Lot numbered One (1) in Arington Commercial Subdivision, a subdivision in Wabash Township, Tippecanoe County, Indiana

ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

Robert A. Montague
AUDITOR OF THE CANADIAN CO.

1

4. The portion of the real estate condemned and transferred to the Plaintiff ("Condemned Real Estate") is described on the attached Exhibit "A".
5. Landowner acknowledges Plaintiff's right to acquire the property rights sought in this action through the use of eminent domain.
6. The Parties have agreed and waived objection to the take requested in Plaintiff's Complaint in Condemnation.
7. Plaintiff's initial offer for the easement described in attached Exhibit "A" is the amount of \$450.00.
8. The Parties acknowledge a disagreement to the initial offer price.
9. The Parties acknowledge the risks, delays and costs associated with a lengthy litigation process, and, as such, Plaintiff will pay a total sum of One Thousand Dollars (\$1,000.00) to Defendant for the take allocated towards the permanent easement. Monies to be paid within 30 days of this Order.

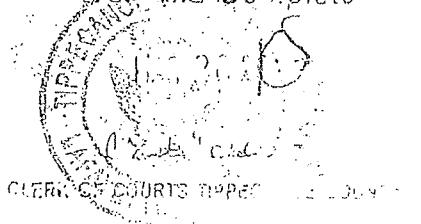
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the Plaintiff, American Suburban Utilities, Inc. now owns a permanent easement for utility purposes located within the real estate described as follows:

Sanitary Sewer Facilities Easement

An easement for sanitary sewer facilities in the Northwest Quarter of Section 11, Township 23 North, Range 5 West, Wabash Township, Tippecanoe County, Indiana, said easement being more completely described as follows, to-wit:

Commencing at the northwest corner of Section 11-23-5 marked by a Berntsen A1NB aluminum monument; thence along the west line of said section 11, South 00°13'36" East, 953.36 feet to the southwest corner of Arington Commercial Subdivision Plat Cabinet C, Slide 92 (Document No. 84-04101) in the Tippecanoe County Recorder's Office; thence along the south line of said subdivision, North 89°25'30" East, 50.00 feet to the east line of a utility, CATV, and drainage (UC&D) easement per said subdivision final plat and the point of beginning; thence along the east line of said UC&D easement, North 00°13'36" West, 72.02 feet; thence North 89°42'34" East, 20.56 feet; thence South 01°26'01" West, 71.96 feet to the south line of said subdivision; thence along the south line of said subdivision, South 00°25'30" West, 18.47 feet to the point of beginning, said easement containing 0.032 acres, more or less.

OFFICIAL CERTIFIED COPY
SUBMITTED BY: [Signature]
Complete



Said easement shall also include access and use of grantor's property, within existing or proposed rights-of-way, from existing public roads to the sanitary sewer facilities easement for construction and maintenance purposes.

Approximately 0.017 acres of said easement lies within an existing roadway easement as shown on said Arington Commercial Subdivision plat.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the Defendant Four M, LLC recover One Thousand Dollars (\$1,000.00) as total just compensation in this cause, all of which will be paid to the Clerk of the Court; that the Clerk of the Court shall then pay the Defendant Four M, LLC said One Thousand Dollars (\$1,000.00) and all the interest earned on those funds held in trust by said Clerk in full satisfaction of this judgment and all claims in this cause.

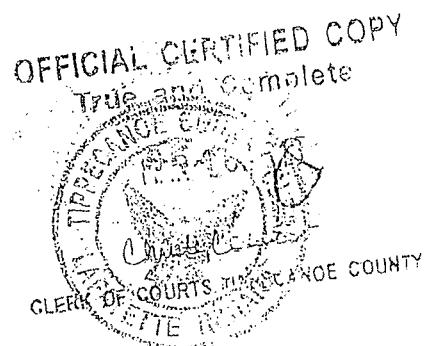
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Clerk of the Court shall promptly send a certified copy of this "Agreed Order of Condemnation" to the Recorder of Tippecanoe County, Indiana; that the Recorder shall record the transfer of the above described real estate interests to American Suburban Utilities, Inc.; and that the Recorder shall submit evidence of this recorded transfer, by United States mail, to American Suburban Utilities, Inc. and to Four M, LLC.

Entered this 10 day of March, 2016.



Judge, Tippecanoe Circuit Court

Distribution to:
Eric H. Burns



AGREED:

American Suburban Utilities, Inc.

By:

Eric H. Burns, Attorney

Four M, LLC

By:

Its: Memorandum

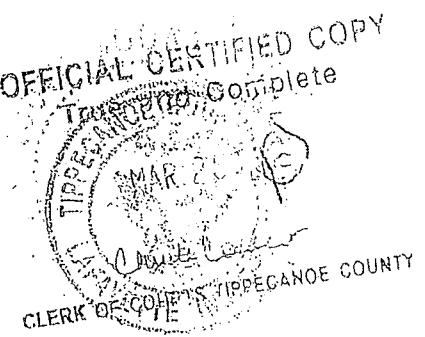
By signing this Agreed Order, I certify that I am fully authorized and empowered to sign this for and on behalf of Four M, LLC and that my signature is fully binding on Four M, LLC.

Dated:

3/9/16

Dated:

7/9/2016



Legal Description of Permanent Easement

LEGAL DESCRIPTION – FOUR M, LLC (Document No. 01-006119; Key No. 134-06808-0014 (79-08-11-101-007,000-023))

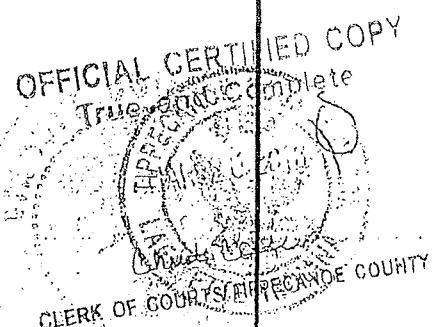
Sanitary Sewer Facilities Easement

An easement for sanitary sewer facilities in the Northwest Quarter of Section 11, Township 23 North, Range 5 West, Wabash Township, Tippecanoe County, Indiana, said easement being more completely described as follows, to-wit:

Commencing at the northwest corner of Section 11-23-5 marked by a Berntsen A1NB aluminum monument; thence along the west line of said section 11, South 00°13'36" East, 953.36 feet to the southwest corner of Arlington Commercial Subdivision Plat Cabinet C, Sldo 82 (Document No. 84-04101) in the Tippecanoe County Recorder's Office; thence along the south line of said subdivision, North 89°26'30" East, 50.00 feet to the east line of a utility, CATV, and drainage (UC&D) easement per said subdivision final plat and the point of beginning; thence along the east line of said UC&D easement, North 00°13'36" West, 72.02 feet; thence North 89°42'34" East, 20.56 feet; thence South 01°28'01" West, 71.96 feet to the south line of said subdivision; thence along the south line of said subdivision, South 89°26'30" West, 18.47 feet to the point of beginning, said easement containing 0.032 acres, more or less.

Said easement shall also include access and use of grantor's property, within existing or proposed rights-of-way, from existing public roads to the sanitary sewer facilities easement for construction and maintenance purposes.

Approximately 0.017 acres of said easement lies within an existing roadway easement as shown on said Arlington Commercial Subdivision plat.



EXHIBIT



From: American Suburban Utilities
Tippecanoe County Clerk 03/07/16 17528 \$3,975.00
F. Lynn Cason Order 3,975.00

American Suburban Utilities Fifth Third Bank 17528

3350 W 250 N

West Lafayette, IN 47906

Lafayette, IN 47901

71-859/749

DATE

AMOUNT

03/07/16

\$3,975.00

Tippecanoe County Clerk

PAY Three Thousand Nine Hundred Seventy-Five and 00/100 Dollars

TO THE
ORDER
OF:
Tippecanoe County Clerk

C17528C A074908594A 7650020170C

From: American Suburban Utilities
Tippecanoe County Clerk 03/07/16 17528 \$3,975.00
F. Lynn Cason Order 3,975.00

A standard linear barcode is located at the bottom of the page, spanning most of the width. It is used for tracking and identification of the journal issue.

1616006292
ETTORE CANOE, COUNTY RECORDER

04/19/2015 03:40:37PM

COURT DOCUMENT 25.00

BULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER.

Robert D. Wentz
AUDITOR OF TIPPECANOE CO.

AGREED ORDER OF CONDEMNATION

Plaintiff, American Suburban Utilities, Inc., by counsel Eric H. Burns, and Defendant F. Lynn Cason, Jr., Trustee of the F. Lynn Cason, Jr. Marital Trust, ("Landowner"), pro se, inform the court that an Agreement has been reached on all issues herein. The Court being duly advised now FINDS AND ORDERS:

1. On November, 11th, 2015, Plaintiff American Suburban Utilities, Inc. served the Uniform Land or Easement Acquisition Offer letter on the Landowner, in accordance with Indiana Code § 32-24-1 via certified mail.
2. Landowner acknowledges receipt of American Suburban Utilities' Uniform Land or Easement Acquisition Offer.
3. The entire parcel of real estate owned by Landowner ("Subject Real Estate"), which is the subject matter of the instant action, is described on the attached Exhibit "A".
4. The portion of the real estate condemned and transferred to Plaintiff, **OFFICIAL CERTIFIED COPY**, True and Complete ("Condemned Real Estate") is described on the attached Exhibit "B".

OFFICIAL CERTIFIED COPY
to the Plaintiff
True and Complete

CLERK OF COURTS TIPPECANOE COUNTY

5. The portion of the real estate to be set over to Plaintiff in a temporary construction easement is described on the attached Exhibit "C".
6. Landowner acknowledges Plaintiff's right to acquire the property rights sought in this action through the use of eminent domain.
7. The Parties have agreed and waived objection to the take requested in Plaintiff's Complaint in Condemnation.
8. Plaintiff's initial offer for the easements described in attached Exhibits B and C is the amount of \$2,475.00.
9. The Parties acknowledge a disagreement to the initial offer price.
10. The parties acknowledge the risks, delays and costs associated with a lengthy litigation process, and, as such, Plaintiff will pay a total sum of Three Thousand Nine Hundred Seventy-Five Dollars (\$3,975.00) to Defendants for the take; with \$1,485 of such amount being allocated towards the permanent easement and \$2,490 such amount being allocated towards the temporary construction easement. Monies to be paid within 30 days of this Order.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the Plaintiff, American Suburban Utilities, Inc. now owns a permanent easement for utility purposes located within the real estate described as follows:

LEGAL DESCRIPTION – F. Lynn Cason, Jr., Trustee (Document No. 201515000920; Key No. 134-06500-0850 (79-06-11-100-001.000-023))

Sanitary Sewer Facilities Easement

OFFICIAL CERTIFIED COPY

An easement for sanitary sewer facilities in the Southwest Quarter of Section 23 Township 23 North, Range 5 West, Wabash Township, Tippecanoe County, Indiana, said easement being more completely described as follows, to-wit:

CLERK OF COURTS, TIPPECANOE COUNTY

Commencing at the southwest corner of Section 2-23-5 marked by a Bernsen A1NB aluminum monument; thence along the west line of said section 2, North 00°15'15" West, 112.30 feet to the northwest corner of Tract 1 (3.156-acre tract) of the F. Lynn Cason, Jr., Trustee property as described in Document No. 201515000920 in the Tippecanoe County Recorder's Office; thence along the north line of said Tract 1 for the following two (2) courses: (1) North 89°27'38" East, 63.83 feet to the east line of the proposed right-of-way for Klondike Road and the point of beginning; (2) North 89°27'38" East, 100.00 feet; thence South 00°11'49" East, 40.00 feet; thence South 89°27'38" West, 82.14 feet; thence North 77°35'42" West, 18.30 feet to said proposed right-of-way; thence along said proposed right-of-way to the point of beginning, said easement containing 0.091 acres, more or less.

Said easement shall also include access and use of grantor's property, within existing or proposed rights-of-way, from existing public roads to the sanitary sewer facilities easement for construction and maintenance purposes.

References to the proposed right-of-way for Klondike Road are to a reconstruction and widening project from Lindberg Road to US 52 (Contract No. R-35297, Designation No. 1173626, Strand Associates, plans dated September 5, 2014). Right-of-way acquisition for the road widening project is not complete; therefore, in the event that the right-of-way location varies from the above-referenced plans, then the calls for the right-of-way in the above description shall be considered as having the least amount of weight in determining the location of the easement.

Approximately 0.046 acres of said easement lies within an existing ingress, egress, and utilities easement as described in Deed Record 81, Page 3090 in the Tippecanoe County Recorder's Office.

With a temporary construction easement for a period of two years from the date of the entry of this order in the following described real estate:

LEGAL DESCRIPTION – F. Lynn Cason, Jr., Trustee (Document No. 201515000920; Key No. 134-06500-0850 (79-06-11-100-001,000-023))

Construction Easement

An easement for construction of sanitary sewer facilities in the Southwest Quarter of Section 2, Township 23-North, Range 5 West, Wabash Township, Tippecanoe County, Indiana, said easement being more completely described as follows, to-wit:

Commencing at the southwest corner of Section 2-23-5 marked by a Bernsen A1NB aluminum monument; thence along the west line of said section 2, North 00°15'15" West, 112.30 feet to the northwest corner of Tract 1 (3.156-acre tract) of the F. Lynn Cason, Jr., Trustee property as described in Document No. 201515000920 in the Tippecanoe County Recorder's Office; thence along the north line of said Tract 1 for the following two (2) courses: (1) North 89°27'38" East, 63.83 feet to the east line of the proposed right-of-way for Klondike Road; (2) North 89°27'38" East, 100.00 feet; thence South 00°11'49" East, 40.00 feet to the point of beginning; thence South 00°11'49" East, 60.00 feet; thence South 89°27'38" W 100.00 feet to said proposed right-of-way; thence along said proposed right-of-way for the following three (3) courses: (1) North 00°11'49" West, 34.38 feet; (2) North 89°48'12" East, 6.00 feet; (3) N 00°11'48" West, 27.94 feet; thence South 77°35'42" East, 10.10 feet; thence North 89°27'38" East, 82.14 feet to the point of beginning, said easement containing 0.133 acres, more or less.

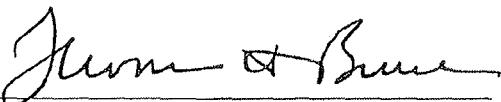
References to the proposed right-of-way for Klondike Road are to a reconstruction and widening project from Lindberg Road to US 52 (Contract No. R-35297, Designation No. 1173626, Strand Associates, plans dated September 5, 2014). Right-of-way acquisition for the road widening project is not complete; therefore, in the event that the right-of-way location varies from the above-referenced plans, then the calls for the right-of-way in the above description shall be considered as having the least amount of weight in determining the location of the easement.

OFFICIAL COPY
CLERK OF COURTS TIPPECANOE COUNTY
CLERK OF COURTS TIPPECANOE COUNTY

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the Defendant F. Lynn Cason, Jr., Trustee of the F. Lynn Cason, Jr. Marital Trust, recover Three Thousand Nine Hundred Seventy-Five Dollars (\$3,975.00) as total just compensation in this cause, all of which will be paid to the Clerk of the Court; that the Clerk of the Court shall then pay the Defendant F. Lynn Cason, Jr., Trustee of the F. Lynn Cason, Jr. Marital Trust, said Three Thousand Nine Hundred Seventy-Five Dollars (\$3,975.00) and all the interest earned on those funds held in trust by said Clerk in full satisfaction of this judgment and all claims in this cause.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Clerk of the Court shall promptly send a certified copy of this "Agreed Order of Condemnation" to the Recorder of Tippecanoe County, Indiana; that the Recorder shall record the transfer of the above described real estate interests to American Suburban Utilities, Inc.; and that the Recorder shall submit evidence of this recorded transfer, by United States mail, to American Suburban Utilities, Inc. and to F. Lynn Cason, Jr., Trustee of the F. Lynn Cason, Jr. Marital Trust.

Entered this 2 day of February, 2016.

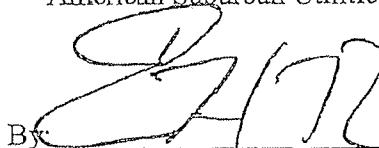


Judge, Tippecanoe Circuit Court

Distribution to:
Eric H. Burns

AGREED:

American Suburban Utilities, Inc.


By: Eric H. Burns
Eric H. Burns, Attorney for Plaintiff

Dated: 2/1/16

F. Lynn Cason, Jr., Trustee for the F. Lynn Cason, Jr. Marital Trust COPY

OFFICIAL CERTIFIED
True and Complete

By: F. Lynn Cason, Jr.
F. Lynn Cason, Jr., Trustee

Dated: 1-29-16 CLERK OF COURTS MARCH 2016

EXHIBIT "A"
Legal Description

TRACT 1

A part of the Southwest Quarter of the Southwest Quarter of Section Two (2), Township Twenty-three (23) North, Range Five (5) West, Webster Township, Tippecanoe County, Indiana, being in or completely described as follows, to-wit:

Beginning at the Southwest corner of the Southwest Quarter of Section 2-23-5, said point being marked by a railroad spike, thence North 0° 5' 10" West along the west line of said quarter section and the approximate centerline of County Road 300 West, a distance of 12.33 feet to a railroad spike, thence North 33° 43' 14" East parallel with the south line of said quarter section a distance of 331.00 feet to a railroad spike, thence South 11° 0' 24" East a distance of 100.00 feet to a railroad spike, thence North 33° 52' 14" East parallel with said south line a distance of 100.00 feet to a railroad spike, thence North 1° 0' 42" West a distance of 100.00 feet to a railroad spike, thence South 33° 52' 14" East parallel with said south line a distance of 162.83 feet to a railroad spike on the east line of the Southwest Quarter of said quarter section, thence South 0° 5' 10" East along said east line a distance of 112.34 feet to a point on the south line of said quarter section, said point being marked by a railroad spike, thence South 33° 52' 14" West along said south line a distance of 112.69 feet to a railroad spike and the point of beginning, containing 3.136 acres.

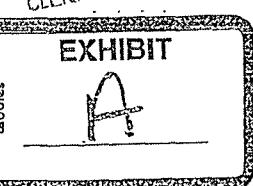
ALSO:

A part of the Northwest Quarter of the Northwest Quarter of Section 11, Township 23 North, Range 5 West, Webster Township, Tippecanoe County, Indiana, more particularly described as follows:

Beginning at the Northwest corner of the Northwest Quarter of Section 11-23-5 being marked by a standard monument, thence North 88° 43' 48" East along the north line of the Northwest Quarter, a distance of 1312.69 feet, thence South 01° 09' 21" East, a distance of 416.29 feet to the North line of River Birch Trace Subdivision, thence South 89° 43' 15" West, along the North line of River Birch Trace Subdivision, a distance of 181.24 feet to a 5/8 inch diameter rebar with a plastic cap stamped "RWC" 830043 and hereafter referred to as a standard monument, thence North 00° 13' 03" West, parallel with the West line of the Northwest Quarter, a distance of 223.15 feet to a standard monument, thence South 89° 22' 37" West, a distance of 479.74 feet to the West line of the Northwest Quarter and approximate centerline of County Road 300 West (Klondike Road) being marked by a road well, thence North 30° 12' 34" West, along the West line of the Northwest Quarter and approximate centerline of County Road 300 West (Klondike Road) a distance of 174.95 feet to the Point of Beginning, containing 9.816 acres, more or less.

The bearings of the above description are based upon a survey by Yester and Associates, Inc., Job No. 99182, dated June 14, 2001, recorded in Deed Record 01019313.

OFFICIAL CERTIFIED
True and complete
COPY



CLERK OF COURTS TIPPECANOE COUNTY
Indiana

TRACT 2

A part of the Northwest Quarter of Section 11, Township 21 North, Range 5 West in Wabash Township, Tippecanoe County, Indiana, more completely described as follows:

Beginning at a point which is 662.50 feet North and 1305.6 feet North $89^{\circ}22'$ East of the southwest corner of said northwest quarter and running thence North $0^{\circ}46'46''$ East 1310.86 feet to an iron pipe; thence North $0^{\circ}01'13''$ West 157.62 feet to an iron pipe on the north line of said northwest quarter; thence North $89^{\circ}29'09''$ East along said north line of quarter 666.19 feet to an iron pipe; thence South $0^{\circ}46'46''$ West 1930.58 feet to an iron pipe; thence South $89^{\circ}48'00''$ West 665.13 feet to a nail in the top of a concrete post at the point of beginning, containing 30.000 acres.

EXCERPT:

Part of the Northwest Quarter of Section 11, Township 21 North, Range 5 West of the Second Principal Meridian, Tippecanoe County, Indiana, described as follows:

Commencing at the Southwest Corner of said Quarter Section; thence along the west line of said Quarter Section North 00 degrees 19 minutes 38 seconds West (bearing North based on INCORIS GPS reference) 662.50 feet; thence North 88 degrees 50 minutes 41 seconds East 1310.87 feet to a concrete fence corner post at the southwest corner of the lands of Plaintiff Van Der Noord, LLC as described in Record #20101303 in the office of the Recorder of Tippecanoe County, Indiana, and the Plat of Beginning; thence along the east line of Van Der Noord North 00 degrees 06 minutes 35 seconds West 1314.0 feet (North 00 degrees 06 minutes 00 seconds East (310.86 decd) to the northeast corner of Van Der Noord; thence North 88 degrees 46 minutes 12 seconds East 13.00 feet; thence parallel with the east line of Van Der Noord South 00 degrees 06 minutes 35 seconds East 1312.76 feet to the north line of Citation Homes, Inc. as described in Record #201010001649; thence along the north line of Citation Homes, Inc. South 88 degrees 41 minutes 46 seconds West 13.00 feet to the place of beginning, containing 0.19 acre, more or less, and subject to easements of record.

1409633

OFFICIAL CERTIFIED COPY
True and Complete
FEB 19 2011
Christie L. Miller
CLERK OF COURTS
TIPPECANOE COUNTY

Legal Description of Permanent Easement

LEGAL DESCRIPTION – F. Lynn Cason, Jr., Trustee (Document No. 201515000920; Key No. 134-06500-0850 (79-06-11-100-001,000-023))

Sanitary Sewer Facilities Easement

An easement for sanitary sewer facilities in the Southwest Quarter of Section 2, Township 23 North, Range 5 West, Wabash Township, Tippecanoe County, Indiana, said easement being more completely described as follows, to-wit:

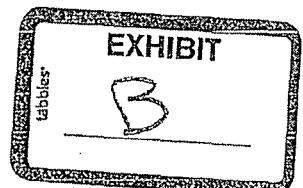
Commencing at the southwest corner of Section 2, 23-5 marked by a Belmont A1NB aluminum monument, thence along the west line of said section 2, North 00°15'15" West, 112.30 feet to the northwest corner of Tract 1 (3.155-acre tract) of the F. Lynn Cason, Jr., Trustee property as described in Document No. 201515000920 in the Tippecanoe County Recorder's Office; thence along the north line of said Tract 1 for the following two (2) courses: (1) North 89°27'38" East, 63.83 feet to the east line of the proposed right-of-way for Klondike Road and the point of beginning; (2) North 89°27'38" East, 100.00 feet; thence South 00°11'49" East, 40.00 feet; thence South 89°27'38" West, 82.14 feet; thence North 77°35'42" West, 18.30 feet to said proposed right-of-way; thence along said proposed right-of-way to the point of beginning, said easement containing 0.091 acres, more or less.

Said easement shall also include access and use of grantor's property, within existing or proposed rights-of-way, from existing public roads to the sanitary sewer facilities easement for construction and maintenance purposes.

References to the proposed right-of-way for Klondike Road are to a reconstruction and widening project from Lindberg Road to US 52 (Contract No. R-35297, Designation No. 1173628, Strand Associates, plans dated September 5, 2014). Right-of-way acquisition for the road widening project is not complete; therefore, in the event that the right-of-way location varies from the above-referenced plans, then the calls for the right-of-way in the above description shall be considered as having the least amount of weight in determining the location of the easement.

Approximately 0.046 acres of said easement lies within an existing ingress, egress, and utilities easement as described in Deed Record 81, Page 3090 in the Tippecanoe County Recorder's Office.

OFFICIAL CERTIFIED COPY
TRUE AND COMPLETE
CLERK OF COURTS TIPPECANOE COUNTY
Christie Miller
CLERK OF COURTS TIPPECANOE COUNTY



Legal Description of Temporary Easement

LEGAL DESCRIPTION - F. Lynn Cason, Jr., Trustee (Document No. 201515000920; Key No. 134-06500-0850 (79-06-11-100-001.000-023))

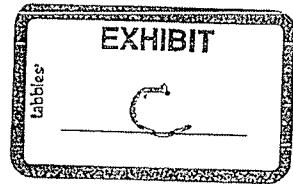
Construction Easement

An easement for construction of sanitary sewer facilities in the Southwest Quarter of Section 2, Township 23 North, Range 5 West, Wabash Township, Tippécanoe County, Indiana, said easement being more completely described as follows, to-wit:

Commencing at the southwest corner of Section 2-23-5 marked by a Berntsen A 1NB aluminum monument; thence along the west line of said section 2, North 00°15'15" West, 112.30 feet to the northwest corner of Tract 1 (3.156-acre tract) of the F. Lynn Cason, Jr., Trustee property as described in Document No. 201516000920 in the Tippecanoe County Recorder's Office; thence along the north line of said Tract 1 for the following two (2) courses: (1) North 89°27'38" East, 63.83 feet to the east line of the proposed right-of-way for Klondike Road; (2) North 89°27'38" East, 100.00 feet; (hence South 00°11'49" East, 40.00 feet to the point of beginning; thence South 00°11'49" East, 60.00 feet; thence South 89°27'38" W 100.00 feet to said proposed right-of-way; thence along said proposed right-of-way for the following three (3) courses: (1) North 00°11'49" West, 34.38 feet; (2) North 89°48'12" East, 8.00 feet; (3) N 00°17'48" West, 27.04 feet; thence South 77°35'42" East, 10.10 feet; thence North 89°27'38" East, 82.14 feet to the point of beginning, said easement containing 0.133 acres, more or less.

References to the proposed right-of-way for Klondike Road are to a reconstruction and widening project from Lindberg Road to US 62 (Contract No. R-35297, Designation No. 1173626, Strand Associates, plans dated September 5, 2014). Right-of-way acquisition for the road widening project is not complete. Therefore, in the event that the right-of-way location varies from the above-referenced plans, then the calls for the right-of-way in the above description shall be considered as having the least amount of weight in determining the location of the easement.

re-referenced plans, then the calls
ing the least amount of weight in
OFFICIAL CERTIFIED COPY
True and Complete
FEE PAID
AARON COOPER
TTS TIPPECANOE COUNTY
16



From: American Suburban Utilities
George M. & Carol L. King
Parcel 30

11/11/15 17308 \$4,700.00
4,700.00

American Suburban Utilities
3350 W 250 N
West Lafayette, IN 47906

Fifth Third Bank
Lafayette, IN 47901
71-859/749

17308

George M. & Carol L. King

DATE
11/11/15

AMOUNT
\$4,700.00

PAY: Four Thousand Seven Hundred and 00/100 Dollars

TO THE: George M. & Carol L. King
ORDER: 4125 N 300 West
OF: West Lafayette, IN 47906

Scout King
AUTHORIZED SIGNATURE

11 17308 11 0749085941 76500 20170

Withered Burns, LLP
Attorneys at Law

Jerome L. Withered*†
Eric H. Burns
Reid D. Murtaugh
Zachary T. Williams
Elliott L. McKinnis

*Certified Civil Trial Advocate, National Board of Trial Advocacy
†Registered Civil Mediator

8 N. Third Street, Suite 401
P.O. Box 499
Lafayette, Indiana 47902-0499
(765) 742-1988 Fax (765) 742-8774
www.witheredlaw.com

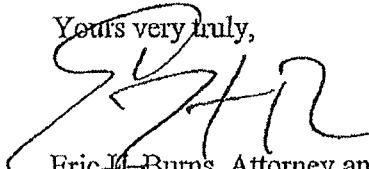
November 25, 2015

George M. and Carol Loraine King
8701 S. Kolb Rd. V-246
Tucson, AZ 85756

Re: Easement – Parcel 30
Payment in Full

Dear George and Carol:

Enclosed please find check no. 17308 in the amount of \$4,700.00 as payment in full for the temporary and permanent easement acquired from you by American Suburban Utilities for the Klondike Road Project. Please feel free to call with any questions. Thank you for your assistance in this matter.

Yours very truly,

Eric M. Burns, Attorney and Agent
For American Suburban Utilities, Inc.

EHB:db
enclosure
cc: ASU (via email)

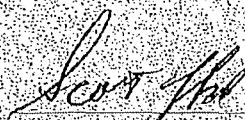
From: American Suburban Utilities
Lafayette Venetian Blind, Inc.
Parcel 23 11/11/15 17309 \$35,990.00
35,990.00

American Suburban Utilities Fifth Third Bank 17309
3350 W 250 N
West Lafayette, IN 47906
Lafayette, IN 47901
71-8597749

	DATE	AMOUNT
Lafayette Venetian Blind, Inc.	11/11/15	\$35,990.00

PAY Thirty-Five Thousand Nine Hundred Ninety and 00/100 Dollars

TO THE
ORDER
OF
Lafayette Venetian Blind, Inc.
P.O. Box 2838
West Lafayette, IN 47906-2838



AUTHORIZED SIGNATURE

17309 10749085941 7650020170

Withered Burns, LLP
Attorneys at Law

Jerome L. Withered*†
Eric H. Burns
Reid D. Murtaugh
Zachary T. Williams
Elliott L. McKinnis

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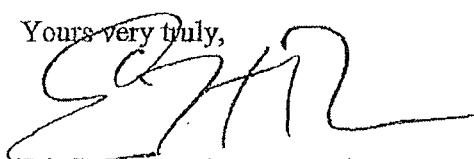
November 25, 2015

Joe Morgan, Vice President
Lafayette Venetian Blind, Inc.
P.O. Box 2838
West Lafayette, IN 47906-2838

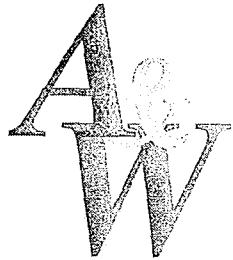
Re: Easement – Parcel 23
Payment in Full

Dear Joe:

Enclosed please find check no. 17309 in the amount of \$35,990.00 as payment in full for the temporary and permanent easement acquired from you by American Suburban Utilities for the Klondike Road Project. Please feel free to call with any questions. Thank you for your assistance in this matter.

Yours very truly,

Eric H. Burns, Attorney and Agent
For American Suburban Utilities, Inc.

EHB:db
enclosure
cc: ASU (via email)



Alt & Witzig Engineering, Inc.

4105 West 99th Street • Carmel, Indiana 46032
(317) 875-7000 • Fax (317) 876-3705

April 20, 2015

American Suburban Utilities
3350 West CR 250 North
West Lafayette, Indiana 47906
Attn: Mr. John Huggins

RE: Subsurface Investigation &
Geotechnical Baseline Report
Klondike Sewer
West Lafayette, Indiana
Alt & Witzig File: 15LF0004
Include Invoice No. on Payment Page

***** INVOICE *****

Alt & Witzig Field Services (Mobilization & Drilling of Test Borings).....	\$3,355.00
Alt & Witzig Engineering Services (Including Lab Testing, Evaluations and Report).....	<u>\$1,150.00</u>
TOTAL AMOUNT DUE	\$4,505.00

Please Refer to Invoice **15LF0004** and Remit to:

Alt & Witzig Engineering, Inc.
4105 W. 99th Street
Carmel, IN 46032

Terms of Payment are **NET 30 DAYS**.
Balances over 30 days bear interest at 1-½% per month.

THANK YOU FOR YOUR BUSINESS!

Offices:

Cincinnati • Dayton, Ohio
Indianapolis • Evansville • Fort Wayne • Lafayette • South Bend • Terre Haute, Indiana

*Subsurface Investigation and Foundation Engineering
Construction Materials Testing and Inspection
Environmental Services*



American Suburban Utilities
3350 West, 250 North
West Lafayette, IN 47906

Invoice number 5277
Date 02/09/2015
Project 14007 ASU Klondike

Professional services through 01/31/2015

Invoice Summary

Description	Prior Billed	Current Billed	Total Billed
ASU KLONDIKE PROJECT	57,307.54	3,077.50	60,385.04
OUTSIDE SERVICES	0.00	0.00	0.00
REIMBURSABLE EXPENSES	294.38	0.00	294.38
Total	57,601.92	3,077.50	60,679.42

ASU Klondike Project

Professional Fees

	Hours	Rate	Billed Amount
Engineer	4.50	115.00	517.50
CAD Designer	7.50	80.00	600.00
Two Man Survey Crew	14.00	140.00	1,960.00
Invoice total			<u>3,077.50</u>



American Suburban Utilities
3350 West, 250 North
West Lafayette, IN 47906

Invoice number 5330
Date 03/05/2015
Project 14007 ASU Klondike

Professional services through 02/28/2015

Invoice Summary

Description	Prior Billed	Current Billed	Total Billed
ASU KLONDIKE PROJECT	60,385.04	12,098.75	72,483.79
OUTSIDE SERVICES	0.00	0.00	0.00
REIMBURSABLE EXPENSES	294.38	103.50	397.88
Total	60,679.42	12,202.25	72,881.67

ASU Klondike Project

Professional Fees

	Hours	Rate	Billed Amount
Engineer	31.25	115.00	3,593.75
Senior Land Surveyor	2.00	130.00	260.00
Project Designer	39.00	95.00	3,705.00
CAD Designer	51.50	80.00	4,120.00
Two Man Survey Crew	3.00	140.00	420.00

Reimbursable Expenses

Reimbursables

	Units	Rate	Billed Amount
Deed Research Copies			
Non Vendor Reimbursables	3.00	2.50	7.50
<i>Laredo Prints- Marshall</i>			
	Subtotal		7.50
	Subtotal		7.50
Prints			
Non Vendor Reimbursables	64.00	1.50	96.00
<i>Plans with permit app to ASU</i>			
	Subtotal		96.00
	Subtotal		96.00
	Invoice total		12,202.25



American Suburban Utilities
3350 West, 250 North
West Lafayette, IN 47906

Invoice number 5390
Date 04/07/2015

Project 14007 ASU Klondike

Professional services through 03/31/2015

Invoice Summary

Description	Prior Billed	Current Billed	Total Billed
ASU KLONDIKE PROJECT	72,483.79	4,617.50	77,101.29
OUTSIDE SERVICES	0.00	0.00	0.00
REIMBURSABLE EXPENSES	397.88	48.00	445.88
Total	72,881.67	4,665.50	77,547.17

ASU Klondike Project

Professional Fees

	Hours	Rate	Billed Amount
Project Adminstration	0.50	130.00	65.00
Engineer	15.75	115.00	1,811.25
Project Designer	7.75	95.00	736.25
CAD Designer	15.00	80.00	1,200.00
Survey Crew	7.00	115.00	805.00

Reimbursable Expenses

Reimbursables

	Units	Rate	Billed Amount
Prints			
Non Vendor Reimbursables	32.00	1.50	48.00
Construction plans to Highway			
Subtotal			48.00
Subtotal			48.00
Invoice total			4,665.50



Design Services Corporation

Engineering and Surveying

105 N 10th Street, Lafayette, IN 47901

765-742-1900

American Suburban Utilities
3350 West, 250 North
West Lafayette, IN 47906

Invoice number 5429
Date 05/07/2015

Project 14007 ASU Klondike

Professional services through 04/30/2015

Invoice Summary

Description	Prior Billed	Current Billed	Total Billed
ASU KLONDIKE PROJECT	77,101.29	5,813.75	82,915.04
OUTSIDE SERVICES	0.00	0.00	0.00
REIMBURSABLE EXPENSES	445.88	181.50	627.38
Total	77,547.17	5,995.25	83,542.42

ASU Klondike Project

Professional Fees

	Hours	Rate	Billed Amount
Engineer	11.25	115.00	1,293.75
Project Designer	7.00	95.00	665.00
CAD Designer	13.25	80.00	1,060.00
Construction Manager	27.00	95.00	2,565.00
Survey Crew	2.00	115.00	230.00

Reimbursable Expenses

Reimbursables

	Units	Rate	Billed Amount
Deed Research Copies			
Non Vendor Reimbursables	5.00	2.50	12.50
<i>Laredo Prints</i>			
Subtotal			12.50
Subtotal			12.50
Prints			
Non Vendor Reimbursables	36.00	1.50	54.00
<i>Construction plans to Surveyor</i>			
Subtotal			54.00
Subtotal			54.00
Fees, Permits & Legal Ads			
IDEM - Office of Water Quality			115.00
<i>14007 Rule 5</i>			
Subtotal			115.00
Subtotal			115.00



TECO
Design Services Corporation
Engineering and Surveying
105 N 10th Street, Lafayette, IN 47901
765-742-1900

American Suburban Utilities
Project 14007 ASU Klondike

Invoice number 5429
Date 05/07/2015

Invoice total **5,995.25**



American Suburban Utilities
3350 West, 250 North
West Lafayette, IN 47906

Invoice number 5470
Date 06/03/2015

Project 14007 ASU Klondike

Professional services through 05/31/2015

Invoice Summary

Description	Prior Billed	Current Billed	Total Billed
ASU KLONDIKE PROJECT	82,915.04	2,887.50	85,802.54
OUTSIDE SERVICES	0.00	0.00	0.00
REIMBURSABLE EXPENSES	627.38	93.89	721.27
	Total 83,542.42	2,981.39	86,523.81

ASU Klondike Project

Professional Fees

	Hours	Rate	Billed Amount
Engineer	2.50	115.00	287.50
CAD Designer	23.00	80.00	1,840.00
Construction Manager	8.00	95.00	760.00

Reimbursable Expenses

Reimbursables

	Units	Rate	Billed Amount
Fees, Permits & Legal Ads			
Journal & Courier - Advertisement			93.89
14007 Klondike - .proof of publication			
	Subtotal		93.89
	Subtotal		93.89
	Invoice total		2,981.39
			=====



American Suburban Utilities
3350 West, 250 North
West Lafayette, IN 47906

Invoice number 5562
Date 08/04/2015

Project 14047-ASU-Carriage-Estates-Plant

Professional services through 07/31/2015

14007 ASU KLONDIKE

Invoice Summary

Description	Current Billed
EROSION CONTROL	1,755.00
PROPERTY ACCESS	1,020.00
Total	2,775.00

Professional Fees

	Hours	Rate	Billed Amount
Senior Engineer	6.00	130.00	780.00
Engineer	5.00	115.00	575.00
CAD Designer	13.00	80.00	1,040.00
Construction Manager	4.00	95.00	380.00
Professional Fees subtotal	28.00		2,775.00
Invoice total			2,775.00

1940 PO CK #17053 12-AUG-15



Design Services Corporation
Engineering and Surveying
105 N 10th Street, Lafayette, IN 47901
765-742-1900

American Suburban Utilities
3350 West, 250 North
West Lafayette, IN 47906

Invoice number 5579
Date 08/05/2015
Project 14007 ASU Klondike

Professional services through 07/31/2015

Invoice Summary

Description	Prior Billed	Current Billed	Total Billed
ASU KLONDIKE PROJECT	85,802.54	1,512.50	87,315.04
OUTSIDE SERVICES	0.00	0.00	0.00
REIMBURSABLE EXPENSES	721.27	187.50	908.77
Total	86,523.81	1,700.00	88,223.81

ASU Klondike Project

Professional Fees

	Hours	Rate	Billed Amount
Engineer	11.50	115.00	1,322.50
Construction Manager	2.00	95.00	190.00

Reimbursable Expenses

Reimbursables

	Units	Rate	Billed Amount
Prints			
Non Vendor Reimbursables	125.00	1.50	187.50
Subtotal			187.50
Subtotal			187.50
Invoice total			1,700.00



American Suburban Utilities
3350 West, 250 North
West Lafayette, IN 47906

Invoice number 5813
Date 01/05/2016

Project 14007 ASU Klondike

Professional services through 12/31/2015

Invoice Summary

Description	Prior Billed	Current Billed	Total Billed
ASU KLONDIKE PROJECT	86,736.02	0.00	86,736.02
IURC RESPONSE	0.00	327.50	327.50
OUTSIDE SERVICES	0.00	0.00	0.00
REIMBURSABLE EXPENSES	832.79	175.50	1,008.29
Total	87,568.81	503.00	88,071.81

IURC Response

Professional Fees

	Hours	Rate	Billed Amount
Engineer	2.50	115.00	287.50
CAD Designer	0.50	80.00	40.00

Reimbursable Expenses

Reimbursables

	Units	Rate	Billed Amount
Prints			
Non Vendor Reimbursables	27.00	1.50	40.50
14007-prints made for Ed Serowka			
Subtotal			40.50
Subtotal			40.50

Prints

Non Vendor Reimbursables

14007-prints made for Ed Serowka

	Subtotal	Subtotal
		135.00
		135.00

Invoice total 503.00



105 N 10th Street, Lafayette, IN 47901

765-742-1900

American Suburban Utilities
3350 West, 250 North
West Lafayette, IN 47906

Invoice number 5889
Date 03/02/2016

Project 14007 ASU Klondike

Professional services through 02/29/2016

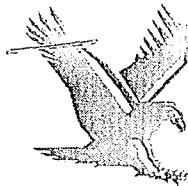
Invoice Summary

Description	Prior Billed	Current Billed	Total Billed
ASU KLONDIKE PROJECT	86,736.02	1,342.50	88,078.52
IURC RESPONSE	327.50	0.00	327.50
OUTSIDE SERVICES	0.00	0.00	0.00
REIMBURSABLE EXPENSES	1,008.29	0.00	1,008.29
Total	88,071.81	1,342.50	89,414.31

ASU Klondike Project

Professional Fees

	Hours	Rate	Billed Amount
Engineer	5.00	120.00	600.00
Intern Engineer	10.25	50.00	512.50
Survey Crew	2.00	115.00	230.00
Invoice total			1,342.50



DESIGN SERVICES CORPORATION
DSD
Engineering and Surveying
105 N 10th Street, Lafayette, IN 47901
765-742-1900

American Suburban Utilities
3350 West, 250 North
West Lafayette, IN 47906

Invoice number 5974
Date 05/03/2016

Project 14007 ASU Klondike

Professional services through 04/30/2016

Invoice Summary

Description	Prior Billed	Current Billed	Total Billed
ASU KLONDIKE PROJECT	88,078.52	530.00	88,608.52
IURC RESPONSE	327.50	0.00	327.50
OUTSIDE SERVICES	0.00	0.00	0.00
REIMBURSABLE EXPENSES	1,008.29	115.00	1,123.29
Total	89,414.31	645.00	90,059.31

ASU Klondike Project

Professional Fees

	Hours	Rate	Billed Amount
Engineer	4.00	120.00	480.00
Administrative Assistant	1.00	50.00	50.00

Reimbursable Expenses

Reimbursables

	Units	Rate	Billed Amount
Fees, Permits & Legal Ads			
IDEQ - Office of Water Quality			115.00
14007 - Rule 5 NOI			
Subtotal			115.00
Subtotal			115.00
Invoice total			<u>645.00</u>

\$530 + 1940

*PD CKH 17751
15-JUN-16*



American Suburban Utilities
3350 West, 250 North
West Lafayette, IN 47906

Invoice number 6112
Date 08/03/2016

Project 14007 ASU Klondike

Professional services through 07/31/2016

Invoice Summary

Description	Prior Billed	Current Billed	Total Billed
CONSTRUCTION OBSERVATION	570.00	855.00	1,425.00
ASBUILT SURVEY	0.00	1,420.00	1,420.00
Total	570.00	2,275.00	2,845.00

Construction Observation

Professional Fees

	Hours	Rate	Billed Amount
Construction Manager	9.00	95.00	855.00

AsBuilt Survey

Professional Fees

	Hours	Rate	Billed Amount
Engineer	6.50	120.00	780.00
CAD Designer	1.00	80.00	80.00
Two Man Survey Crew	4.00	140.00	560.00

Invoice total 2,275.00



American Suburban Utilities
3350 West, 250 North
West Lafayette, IN 47906

Invoice number 6376
Date 12/31/2016

Project 14007 ASU Klondike

Professional services through 12/31/2016

DUE UPON RECEIPT

Invoice Summary

Description	Prior Billed	Current Billed	Total Billed
CONSTRUCTION OBSERVATION	5,408.50	95.00	5,503.50
Total	5,408.50	95.00	5,503.50

Construction Observation

Professional Fees

	Hours	Rate	Billed Amount
Construction Manager	1.00	95.00	95.00
Invoice total			95.00

This invoice is for Construction Observation

Subject to a late fee of 18% APR if not paid within 30 days.

ASU's Exhibit 12

Rec'd 28-AUG-24

**WASTEWATER MAIN EXTENSION AGREEMENT
BETWEEN BUCKINGHAM COMPANIES, AVIADA APARTMENTS, AND
AMERICAN SUBURBAN UTILITIES**

THIS WASTEWATER MAIN EXTENSION AGREEMENT ("Agreement") is entered into on the 26th day of August 2024 by and between American Suburban Utilities, Inc. ("ASU"), West Lafayette Project Partners, LLC ("Buckingham"), and Aviada Apartments, LLC ("Aviada") (each individually referred to as "Party" and collectively as the "Parties").

RECITALS

WHEREAS, ASU is a public utility incorporated under the laws of Indiana engaged in the business of rendering wastewater/sewer utility service to the public in unincorporated areas near West Lafayette, Tippecanoe County, Indiana;

WHEREAS, in proceedings docketed as Cause Nos. 31165 (November 10, 1966), 32722 (February 4, 1972), 35794 (October 4, 1979), 36629 (November 13, 1981), 38741 (March 30, 1989), 39239 (November 20, 1991), 42409 (September 10, 2003), and 42889 (January 18, 2006), the Indiana Utility Regulatory Commission ("IURC") granted ASU certificates of territorial authority ("CTA") to render sewage disposal service in certain specified rural areas of Tippecanoe County, Indiana;

WHEREAS, Buckingham is a real estate investment and management firm that owns or controls real estate located in Wabash Township, Tippecanoe County, Indiana located in the southeast quarter of Section 36-23N-5W north of existing N. 100 W and east of CR N. 140 W and legally described in Exhibit A attached hereto (the "Buckingham Real Estate");

WHEREAS, Buckingham intends to develop or cause the development of the Buckingham Real Estate into a residential development initially consisting of two hundred sixty (260) equivalent dwelling units ("EDUs") in the first phase, but with the potential for additional phases;

WHEREAS, Aviada is a real estate investment and management firm that owns or controls real estate located in Wabash Township, Tippecanoe County, Indiana located across Yeager Road to the southeast of the Buckingham Real Estate and more particularly located at 4150 Yeager Road and legally described in Exhibit B attached hereto (the "Aviada Real Estate") (the Buckingham Real Estate and Aviada Real Estate are collectively referred to herein as the "Development Sites");

WHEREAS, Aviada intends to develop or cause the development of the Aviada Real Estate into a residential development initially consisting of two hundred eighty six (286) EDUs in the first phase, but with the potential for additional phases;

WHEREAS, Buckingham and Aviada require a sanitary sewer main extension ("Main Extension") to the Development Sites in Tippecanoe County, Indiana for the purpose of providing sewage disposal service to each residential unit, or EDU, at the respective Development Sites;

WHEREAS, Buckingham and Aviada have requested authority to extend ASU's currently existing facilities to make sewage disposal service available to the Development Sites;

WHEREAS, ASU is willing to provide sewage disposal service to the Development Sites and adjacent areas upon the following terms and conditions; and

WHEREAS, the relatively small size of ASU and its customer base, the cost of the Main Extension, and ASU's present inability to access capital at reasonable rates present abnormal and extraordinary circumstances such that this Agreement is entered into pursuant to 170 IAC 8.5-4-39(a)(4).

NOW THEREFORE, in consideration of the covenants, agreements and undertakings hereinafter provided, and each act to be performed pursuant hereto, the Parties agree as follows:

1. **Incorporation of Recitals.** The Recitals to this Agreement are incorporated into and shall constitute a part of this Agreement.

2. **Agreement to Extend Service.** ASU hereby agrees to provide sewage disposal service to the Development Sites in accordance with the terms and conditions of this Agreement and ASU's rules and regulations upon receipt of all necessary permits from state and local officials (including but not limited to the Indiana Department of Environmental Management ("IDEM")).

3. **Joint Design of the Main Extension.** Pursuant to the terms of a Reimbursement Agreement dated May 23, 2024 ("Reimbursement Agreement"), Buckingham and Aviada will jointly design and obtain any necessary permits of an extension of ASU's sewer mains and facilities to the Development Sites to be shown on construction plans for the Main Extension (the "Plans"), subject to the cost sharing mechanism described in Paragraph 10 below. Aviada and Buckingham will agree to the final design of the Main Extension. Buckingham will oversee the construction and installation of the Main Extension. ASU shall have the right to approve all construction plans and specifications prior to commencement of construction. During construction ASU may direct changes in the Main Extension related to location, workmanship, and materials in order to ensure the Main Extension complies with its rules and standards and does not unreasonably threaten the integrity or operation of ASU's existing system or interfere with ASU's ability to provide safe and reliable wastewater service to its customers.

4. **Description of the Main Extension.** The Main Extension shall consist of interceptor sewer mains, main extensions, lateral stubs, and other appurtenances and equipment necessary to allow for the provision of sewage disposal service to the Development Sites and any future phases of the Buckingham Real Estate and Aviada Real Estate in accordance with good utility practices and all relevant IDEM regulations. The Main Extension generally will extend south from ASU's "Big 3" interceptor along the north and east side of the Buckingham Real Estate, continue through the drive aisle of the Buckingham Real Estate to the future extension of Roundtable Drive, and then continue east along the north side to Roundtable Drive crossing to the east side of Yeager Road. The Main Extension will be fifteen (15) inches in diameter and at appropriate depth, which is necessary and appropriate to provide sewer capacity for the full build out, including future phases of both Development Sites. A map of the proposed Main Extension is attached hereto as Exhibit "C". The Main Extension will be constructed in accordance with

ASU's Water and Sanitary Sewer Rules & Standards, unless prior approval is provided, and all applicable IDEM regulations and rules, which are incorporated herein by reference.

5. Easements. Based on the location of the proposed Main Extension, the parties contemplate that exclusive easements or other rights-of-way ("Easements") necessary to construct the Main Extension will be required for adjoining real estate currently owned by Gary Schroeder ("Schroeder") and Chafica Rogers ("Rogers"). Aviada shall obtain any Easements required from Schroeder and ASU shall obtain any Easements required from Rogers prior to August 31, 2024. The cost to obtain all such Easements shall be shared by Buckingham and Aviada in accordance with the cost sharing mechanism set forth in Paragraph 10 below. All Parties agree that they will use commercially reasonable efforts to obtain any Easements at the lowest cost possible. ASU agrees that it shall not be reimbursed more than \$10,000.00 in total, actual, compensation paid to obtain the Rogers' Easement. If Aviada and/or ASU are unable to obtain the required Easements by August 31, 2024, then ASU shall commence the process to acquire such Easements through eminent domain within three (3) business days thereafter, in which event Buckingham and Aviada shall only be responsible for the actual compensation paid by ASU to applicable landowner for the Easement (and not any associated legal or court costs), which cost shall be paid by Buckingham and Aviada in accordance with the cost sharing mechanism set forth in Paragraph 10 below.

6. Construction. Buckingham and Aviada shall fund the escrow described in Paragraph 10 on the date Buckingham closes on the construction loan for its residential development (the "Buckingham Closing Date"), but in no event shall such date be prior to August 28, 2024. Buckingham shall provide Aviada with at least three (3) business days' notice of the Buckingham Closing Date. Buckingham agrees to commence construction within one hundred and twenty (120) days after the date of receipt of all necessary permits from state and local officials, and to prosecute such construction to full completion with all reasonable diligence consistent with good business practices. During construction of the Main Extension, ASU shall have the right to inspect the Main Extension at its convenience, but no less than once every thirty (30) days, during construction in order to ensure compliance with ASU's rules and standards and shall immediately notify Buckingham and Aviada of any needed changes to the Main Extension. Any costs incurred to rectify defects identified by ASU shall be paid solely by Buckingham and shall not be subject to the cost sharing mechanism described in Paragraph 10 below.

7. Final Inspection Upon Completion. Upon completion of the Main Extension, or a respective phase thereof, an inspection ("Final Inspection") of the Main Extension or phase thereof shall be conducted by ASU with cost split in accordance with Paragraph 10 below. Any costs incurred to rectify defects identified by ASU shall be paid solely by Buckingham and shall not be subject to the cost sharing mechanism described in Paragraph 10 below.

8. Ownership of Main Extension. Within thirty (30) calendar days after the Main Extension has been installed, Buckingham and Aviada will convey title of same to ASU by the execution and delivery of appropriate bills of sale or transfer of ownership documents including copies of paid invoices and instruments of conveyance, free of all liens and encumbrances incurred. Upon the conveyance of title to the Main Extension to ASU, the Main Extension, including all mains and other equipment of which said Main Extension is composed or to which the same is or may be connected, shall become the sole property of ASU. Buckingham shall obtain the required three (3) year maintenance bond ("Maintenance Bond"). Until the expiration of the Maintenance

Bond, Buckingham shall be responsible for the maintenance and repair of Main Extension. The cost of the Maintenance Bond and any maintenance or repairs required prior to the expiration of the Maintenance Bond, which are not due to either defective materials or workmanship used in the construction of the Main Extension or a change required by ASU, shall be paid by Buckingham and Aviada subject to the cost sharing mechanism described in Paragraph 10 below. After the transfer of ownership and following the expiration of the Maintenance Bond, ASU shall be solely responsible for the maintenance and repair. Neither Buckingham nor Aviada shall have a right of property in the Main Extension or any part thereof by reason of or on account of their having furnished a part or all of the funds used in the purchase of materials and equipment for, or the employment of labor in connection with, the construction, installation, and maintenance of the Main Extension.

9. Other Required Documentation. Coincident with delivery of the appropriate bill of sale or transfer of ownership documents required hereinabove to ASU there shall also be delivered to ASU:

- (i) 2 sets of "As-Built" drawings and specifications for review and approval by ASU, certified by a professional engineer;
- (ii) Certification of construction in accordance with ASU's specifications, signed by a professional engineer;
- (iii) Documentation to support the final cost of the Main Extension;
- (iv) Final recorded platted map of the Development Sites in digital format with addresses;
- (v) Waivers of Lien for materials, labor, and equipment;
- (vi) A three (3) year warranty on the Main Extension for materials and workmanship from the date of the final transfer;
- (vii) A certified schedule itemizing all cost of labor, material, overhead, and profit used in the construction of the Main Extension, certified as being accurate;
- (viii) Copies of drawings in digital format that can be accessed by the current version of AutoCAD being used by ASU;
- (ix) Tap locations measured from 2 lot corners along with approximate depth in typed and digital format with address and lot numbers;
- (x) The minimum cover is 10' at the termination point to be determined by ASU;
- (xi) Minimum pipe sizing is 8";
- (xii) All castings should have ASU's name caste in top;
- (xiii) Payment to ASU of the gross up for income taxes as set forth in Paragraph 10;
- (xiv) All costs referred to in this Agreement shall be examined and verified by ASU as being reasonable and representative of current costs within the wastewater industry; and
- (xv) ASU will both flow monitor and re-televise the lines at its expense prior to the expiration of the Maintenance Bond. All deficiencies shall be repaired by Buckingham prior to the expiration of the maintenance period and release of the Maintenance Bond. The cost of such repairs, which are not due to either defective materials or workmanship used in the construction of the Main Extension or a

change required by ASU, shall be paid by Buckingham and Aviada subject to the cost sharing mechanism described in Paragraph 10 below.

10. Estimated Main Extension Cost and Cost Sharing Mechanism Between Buckingham and Aviada. Buckingham estimates the cost of the Main Extension to be \$1,773,271, consisting of the items set forth in Exhibit “D” to this Agreement. The final cost of the Main Extension shall be determined based upon the final construction bids. The final cost shall be grossed up for income taxes on the contribution of the Main Extension to ASU, which for purposes of this Agreement such income taxes are considered part of the cost of the Main Extension. Costs for the Main Extension will be split between Buckingham and Aviada according to the following cost sharing mechanism:

- (i) Except as otherwise provided for in the Reimbursement Agreement between Buckingham and Aviada, or excluded from this Paragraph by this Agreement, all shared costs described in this Main Extension Agreement shall be split on a percentage basis based on the number of EDUs for Phase I of Buckingham and Aviada's respective Development Sites. Currently, the Parties estimate that Phase I of Buckingham's development site will contain 260 EDUs, and that Phase I of Aviada's development site will contain 286 EDUs, resulting in a cost split of 48% of shared costs allocated to Buckingham and 52% of shared costs allocated to Aviada (percentages rounded to nearest whole figure).
- (ii) Any costs associated with the construction of portions of the Main Extension that will only benefit one of the Parties will be at that Party's sole expense and will not be included within the shared cost.

Buckingham and Aviada agree that construction costs for the project shall be deposited into an escrow account with First American Title Company (“First American”) based on the estimated shares set forth in Paragraph 10(i) above and drawn based on construction progress. Buckingham will provide Aviada with documents necessary to verify the costs incurred for construction at Aviada's request.

On or before the Buckingham Closing Date, Buckingham and Aviada shall enter into an escrow agreement with First American to memorialize the above agreements. On the Buckingham Closing Date, Buckingham and Aviada shall make lump sum payments to the escrow account equal to 50% of their respective portions of the estimated construction costs. On or before the earlier of (i) the date on which Aviada closes on its land purchase, or (ii) forty-five (45) days following the Buckingham Closing Date, Buckingham and Aviada shall deposit the remaining 50% of their respective portions of the estimated construction costs. Aviada agrees that irreparable damage would occur in the event it fails to make its second escrow payment, and that Buckingham shall be entitled to an injunction or injunctions to prevent breach of this clause and to specific performance of this term to compel payment into the escrow account. Aviada further agrees that it will not oppose the granting of an injunction or injunctions, or enforcement of specific performance.

Except as otherwise specified in this Agreement or the Reimbursement Agreement, any shared expenses incurred beyond the estimates set forth herein that benefit both Buckingham and Aviada

shall be split on a percentage basis between Buckingham and Aviada based on the number of EDUs for Phase I of Buckingham and Aviada's respective Development Sites, as described above.

11. Capacity Reserved. It is understood that the Main Extension is being designed and is intended to have sufficient capacity to enable ASU to provide service to all phases of both the Buckingham and Aviada developments. Accordingly, the Parties agree that Buckingham and Aviada shall be entitled to connect the following number of EDUs to the Main Extension:

Buckingham	610
Aviada	400

ASU will not permit any subsequent connectors to the Main Extension that would impede the ability of Buckingham and Aviada to connect the foregoing number of EDUs in the aggregate to the Main Extension. Prior to approving subsequent connectors, ASU must give Buckingham and Aviada simultaneous notice and first right to sell EDUs from the EDUs reserved above to subsequent connectors. The sale of EDUs shall be at a cost equal to the total final cost of the Main Extension divided by 1,010 and shall reduce the total amount subject to recoupment through subsequent connector fees and revenue allowances as provided herein. Nothing in this Paragraph shall prevent Buckingham and Aviada from agreeing to separate terms which may increase, or decrease, the respective number of EDUs associated with their future development, and ASU shall have no right to object provided that the total number of EDUs in any subsequent development does not exceed the aggregate identified above.

Notwithstanding any other provision of this Agreement, at no time may ASU connect another customer if doing so will reduce capacity in the Main Extension so that there is insufficient capacity to safely, and in compliance with all applicable laws and regulations, serve all phases and EDUs of Buckingham's and Aviada's respective developments. The term of this Paragraph 11 shall be twenty-five (25) years from the date of last execution.

12. Upsizing of Main Extension. ASU expressly reserves and shall have the right to require the construction and installation of a main of a larger diameter than fifteen inches. However, ASU shall be solely responsible for bearing the entire cost difference for materials and labor between the larger diameter main and the smaller diameter main. ASU will pay the actual cost difference to Buckingham and Aviada after the transfer of ownership of the facilities and the reconciliation of the actual cost for materials and installation. Buckingham and Aviada will provide ASU with the amount due to each entity, which will be calculated consistent with the cost sharing arrangement described above. ASU may, in its sole discretion, request an itemized cost breakdown together with supporting data for the cost difference. The Parties will determine and agree upon the amount of additional EDUs that can be served due to the upsizing of the Main Extension and ASU may allow subsequent connections up to the amount of those additional EDUs without assessment of subsequent connector fees.

13. Determination of Cost of Main Extension for Purposes of Subsequent Connector Fees. The Parties agree that the actual cost of the Main Extension shall be the amount appearing on the transfer of ownership documents rendered by Buckingham and Aviada to ASU.

14. Refundable Advance Account. ASU shall establish on its records an account in the name of Buckingham and Aviada entitled "Refundable Advance Account" in an amount equal to the actual cost of the Main Extension (hereinafter referred to as the "Advance Account"), which shall be subject to refund Buckingham and Aviada to the extent, at the time, and in the manner provided herein. All refunds and subsequent connector fees paid under this Agreement and all proceeds received by Buckingham and Aviada pursuant to Paragraph 11 herein shall reduce the amount in the refundable Advance Account.

15. Refunds on the Basis of the Original Lots. If at any time within the ten (10) years after the Main Extension is placed in service, the owner or occupant of any unit within the Development Sites initiates service, Buckingham and Aviada shall be entitled to an amount that is equal to three (3) times the estimated annual revenue from the service to such unit, less the amount of ASU's investment, if any, to connect the service. Such refunds shall be made to Buckingham and Aviada on the basis of the cost sharing mechanism described in Paragraph 10(i) above based on the number of EDUs in Phase I of Buckingham's and Aviada's respective Development Sites. Timing of payments shall be as set forth in Paragraph 17.

16. Payment Required by Subsequent Connectors. Subject to the terms of Paragraphs 11 and 12, if and when at any time within ten (10) years after the Main Extension is placed in service, the owner or occupant of any unconnected property which fronts the Main Extension and is to be connected to the Main Extension, ASU shall, subject to the limitations hereinafter provided, collect in advance from such new applicant a fee in an amount equal to the "cost per foot" for the Main Extension as computed based on the actual cost of the main extension, multiplied by the number of lots for which service is requested as shown below:

(i)	The estimated cost of the Main Extension including fees:	\$1,773,271
(ii)	The total feet of serviceable frontage to be served by the Main Extension is:	4,444 LF
(iii)	The estimated "cost per foot" of the Main Extension	399.03/LF
	(a ÷ b) equals:	

Upon determination of the actual cost of the Main Extension, the above calculations (i), (ii), and (iii) shall be revised by ASU and sent to Buckingham and Aviada for review.

Subsequent connector fees, if any, will be paid by ASU to Buckingham and Aviada on the basis of the cost sharing mechanism described in Paragraph 10(i) above based on the number of EDUs in Phase I of Buckingham's and Aviada's respective Development Sites as soon as practicable, but not less than one (1) time per year. ASU shall not require any subsequent connectors to advance an amount which, if paid to Buckingham and Aviada, would result in Buckingham and Aviada receiving an amount in excess of the unrefunded balance of Buckingham and Aviada's refundable Advance Account.

17. Timing of Refunds. Refunds, if any, will be paid by ASU to Buckingham and/or Aviada as follows: For refunds pursuant to Paragraph 15 herein, ASU will provide a report of the connections made during the prior calendar year and shall pay to Buckingham and/or Aviada on a monthly basis commencing the next February and continuing for thirty-six (36) months thereafter an amount equal to the estimated monthly revenue for each such connection. For subsequent

connector fees pursuant to Paragraph 16 herein, such fees shall be paid within thirty (30) days of receipt by ASU. The obligation to pay refunds is subject to the following provisos:

- (i) Refunds shall not be payable until service is initiated from the Main Extension; and
- (ii) Refunds paid to Buckingham and/or Aviada, together with proceeds from the sale of EDUs as provided in Paragraph 11 shall not exceed the amount of the cost of the Main Extension.

18. Disposition of Un-refunded Advances. At the expiration of ten (10) years from the date of completion of the Main Extension, any balance of the refundable Advance Account not refunded or subject to refund hereunder shall, subject to applicable law, become the property of ASU.

19. Other Main Extensions. Subject to the terms of Paragraphs 11 and 12 of this Agreement, ASU shall have the absolute right at any time to construct and install other main extensions and appurtenant facilities connecting to the Main Extension. Neither the connection of any other main extension nor any service furnished by or from another main extension shall be subject to or in any manner affect this Agreement, and neither Buckingham nor Aviada shall be entitled to any refund of all or any portion of the deposit made hereunder by reason of the connection of such other main extensions or connections for service therefrom; provided, however, that if the owner of frontage land that was unplatteed on one or both sides of the street at the time the Main Extension was installed was not Buckingham and/or Aviada and such owner later subdivides his frontage prior to the expiration of ten (10) years after the Main Extension is placed in service in such a manner that some or all of the lots will not require service directly from said Main Extension, and the owner thereof requests a lateral main extension to serve his land, ASU shall collect, as a subsequent connector's fee, from the owner of such frontage land, an amount equal to the number of feet of frontage of the lots which will not be served directly by the original Main Extension multiplied by the revised cost per foot, as determined in Paragraph 15 above.

20. Indiana Utility Regulatory Commission. This Agreement is entered into by the Parties in conformity with and subject to the rules and regulations of the Indiana Utility Regulatory Commission and ASU's Rules and Regulations on file with and approved by such Commission. In the event of any conflict between the terms of this Agreement and the rules and regulations of such Commission and ASU's Rules, Regulations, and Conditions of Service, the rules and regulations of such Commission and the ASU's Rules, Regulations, and Conditions of Service shall control and shall supersede any inconsistent terms herein.

21. Prior Agreements and Amendments. Except for the Reimbursement Agreement, this Agreement supersedes all previous understandings, either written or verbal, and, as of the effective date of this Agreement, constitutes the entire agreement between the Parties, and no modifications or amendments of the terms herein contained shall be effective unless set forth in writing and signed by both parties.

22. Notices. All notices or other communications required to be given hereunder shall be given in writing and shall be deemed to have been fully given on the date delivered, if delivered

personally, or on the date mailed, if mailed by first-class United States Postage, postage prepaid, to the following address or such other address as the parties may by written notice specify.

To ASU:

Scott L. Lods
American Suburban Utilities
3350 W. 250 N.
West Lafayette, IN 47606

To Buckingham:

Nathan Harris
c/o Buckingham Companies
941 N. Meridian Street
Indianapolis, IN 46204

To Aviada:

Evan Bryant
Archview Properties LLC/Aviada Residential
10 West Carmel Drive
Carmel, Indiana 46032

23. Successors. The covenants, agreements and obligations herein contained shall extend to, bind, and inure to the benefit of not only the parties hereto, but to their respective personal representatives, heirs (if applicable), successors, and assigns.

24. No Waiver; Severability. The consent or waiver, express or implied, by the Parties hereto, or of any event of default or non-performance of, any matter hereunder shall not be construed as a consent or waiver to or of any other event of default or non-performance of the same or any other matter. If any portion of this Agreement is invalid or unenforceable under applicable law, the remaining portions of the Agreement shall not be affected thereby and shall nonetheless remain valid and enforceable.

25. Assignment of Contract. Subject to the prior written approval of the other Parties, which approval shall not be unreasonably withheld, this Agreement may be assigned by any Party to another entity. Notwithstanding the foregoing, Buckingham and Aviada may assign their rights and obligations under this Agreement to a subsidiary or affiliate, including without limitation any entity under common control with such Party without the prior written approval of the other Parties.

26. Governing Law. This Agreement will be governed by Indiana law, without regard to principles of conflicts of law.

27. Dispute Resolution. If a dispute arises, between or among the Parties, and it is not resolved, the Parties shall first proceed in good faith to submit the matter to mediation. Costs related to mediation shall be mutually shared between or among the Parties. Unless otherwise agreed in mediation, the Parties retain their rights to proceed to litigation or to seek a resolution from the Indiana Utility Regulatory Commission. The Parties agree that, in the event of litigation before the Indiana Utility Regulatory Commission, they will support an immediate request for the matter to be heard by the full Commission rather than proceeding through the Consumer Affairs Division. The Parties also agree that they will not challenge any complaint on the grounds of untimeliness, and any complaint may be pursued without regard to any rule or statute specifying a deadline for filing said complaint.

28. Counterparts; Signatures. This Agreement may be executed in counterparts, each of which shall be considered an original. To further facilitate the execution of this Agreement, the Parties agree that they will give legal effect to facsimile, electronic, or PDF signatures, including through platforms like DocuSign and Digi-Ink and in a file in PDF or similar format, as if such signatures originally appeared on counterpart copies of this Agreement.

29. Further Assurances. The Parties hereto agree that they will cooperate with each other and will execute and deliver, or cause to be executed and delivered, all such other documents and instruments, and will take all such other actions, as the other Parties hereto may reasonably request from time to time to effectuate the provisions and purposes of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed, or have caused their duly authorized representatives to execute, this Agreement as of the date first written above.

[signature page follows]

AMERICAN SUBURBAN UTILITIES, INC.

By: Scott J. Lods, President

Name

President

Title

WEST LAFAYETTE PROJECT PARTNERS,
LLC, an Indiana limited liability company

By: BCHG West Lafayette Partners, LLC,
an Indiana limited liability company

Its: Sole Member

By: BC West Lafayette QOF, LLC,
an Indiana limited liability company

Its: Manager

By:

Name: Christopher W. Myrvold

Title: Authorized Representative

AVIADA APARTMENTS, LLC

By:

Name

Title

AMERICAN SUBURBAN UTILITIES, INC.

By: _____

Name

Title

**WEST LAFAYETTE PROJECT PARTNERS,
LLC, an Indiana limited liability company**

By: BCHG West Lafayette Partners, LLC,
an Indiana limited liability company
Its: Sole Member

By: BC West Lafayette QOF, LLC,
an Indiana limited liability company
Its: Manager

By: _____
Name: Christopher W. Myrvold
Title: Authorized Representative

AVIADA APARTMENTS, LLC

By: _____

Name

Title

AMERICAN SUBURBAN UTILITIES, INC.

By: _____

Name _____

Title

**WEST LAFAYETTE PROJECT PARTNERS,
LLC, an Indiana limited liability company**

By: BCHG West Lafayette Partners, LLC,
an Indiana limited liability company
Its: Sole Member

By: BC West Lafayette QOF, LLC,
an Indiana limited liability company
Its: Manager

By: _____
Name: Christopher W. Myrvold
Title: Authorized Representative

AVIADA APARTMENTS, LLC

By: 

James E. Thomas, Jr.

Name

Authorized Representative
Title

Exhibits

Exhibit A – Legal Description of Buckingham Real Estate

Exhibit B – Legal Description of Aviada Real Estate

Exhibit C – Map of Main Extension

Exhibit D – Itemized Estimate of Cost of Main Extension

EXHIBIT A

Legal Description of Buckingham Real Estate

Parcel 1

Part of the Southeast Quarter of Section 36, Township 24 North, Range 5 West of the Second Principal Meridian, Tippecanoe County, Indiana, being that 35.404-acre tract of land shown on the ALTA/NSPS Land Title Survey dated February 23, 2023, as last revised, by Michael J. Smith, PS #LS20500025 of American Structurepoint, Inc. under project number 2023.00114, more particularly described as follows:

Commencing at a Bernsten monument found at the northeast corner of said Southeast Quarter; thence North 89 degrees 34 minutes 29 seconds West 1,323.11 feet along the north line of said Southeast Quarter (the basis of bearings is the Indiana Geospatial Coordinate System, Tippecanoe Zone) to an iron pipe found at the northwest corner of the Northeast Quarter of said Southeast Quarter, which is the POINT OF BEGINNING; thence South 89 degrees 34 minutes 29 seconds East 789.63 feet along said north line to a 5/8-inch diameter rebar with a cap stamped "ASI FIRM #0094" set flush (hereafter referred to as "set rebar") on the west line of the parcel conveyed to the Board of Commissioners of Tippecanoe County, Indiana in Instrument Number 202222011288, on file in the Office of the Recorder of Tippecanoe County, Indiana, the following four (4) course are along the west and south lines thereof; 1) thence South 62 degrees 08 minutes 30 seconds East 129.97 feet to set rebar; 2) thence Southeasterly 784.60 feet along a curve to the right having a radius of 727.00 feet and subtended by a long chord having a bearing of South 31 degrees 13 minutes 27 seconds East and a length of 747.07 feet to a set rebar; 3) thence South 00 degrees 18 minutes 24 seconds East 608.65 feet to a set rebar; 4) thence North 89 degrees 41 minutes 36 seconds East 35.00 feet to a set rebar on the east line of said Southeast Quarter; thence South 00 degrees 18 minutes 24 seconds East 17.61 feet to an iron pipe found at the southeast corner of the Northeast Quarter of said Southeast Quarter, thence North 89 degrees 38 minutes 20 seconds West 732.19 feet along the south line of the Northeast Quarter of said Southeast Quarter to the southeast corner of the parcel conveyed to Jilg in Instrument Number 01008673, on file in the Office of the Recorder of Tippecanoe County, Indiana, the following three (3) courses are along the east, north and west lines thereof; 1) thence North 00 degrees 23 minutes 55 seconds East 255.75 feet to a rebar found with no cap (passing a rebar with no cap at 29.56 feet); 2) thence North 89 degrees 36 minutes 48 seconds West 254.95 feet to a rebar found with no cap; 3) thence South 00 degrees 27 minutes 11 seconds West 255.86 feet (passing a rebar with no cap at 226.35 feet) to the south line of the Northeast Quarter of said Southeast Quarter, the following two (2) courses are along the south and west lines thereof; 2) thence North 89 degrees 38 minutes 20 seconds West 335.35 feet to an iron pipe at the southwest corner of the Northeast Quarter of said Southeast Quarter; 2) thence North 00 degrees 19 minutes 21 seconds West 1,323.19 feet to the POINT OF BEGINNING. Containing 35.404 acres, more or less.

Parcel 2

Part of the Southeast Quarter of Section 36, Township 24 North, Range 5 West of the Second Principal Meridian, Tippecanoe County, Indiana, being that 1.472-acre tract of land shown on

the ALTA/NSPS Land Title Survey dated February 23, 2023, as last revised, by Michael J. Smith, PS #LS20500025 of American Structurepoint, Inc. under project number 2023.00114, more particularly described as follows:

Beginning at a Bernsten monument found at the northeast corner of said Southeast Quarter; thence South 00 degrees 18 minutes 24 seconds East 461.86 feet along the east line of said Southeast Quarter (the basis of bearings is the Indiana Geospatial Coordinate System, Tippecanoe Zone) to a 5/8-inch diameter rebar with a cap stamped "ASI FIRM #0094" set flush (hereafter referred to as "set rebar") on the north line of the parcel conveyed to the Board of Commissioners of Tippecanoe County, Indiana in Instrument Number 202222011288, on file in the Office of the Recorder of Tippecanoe County, Indiana; thence Northwesterly 618.22 feet along said north line and a non-tangent curve to the left having a radius of 797.00 feet and subtended by a long chord having a bearing of North 39 degrees 34 minutes 17 seconds West and a length of 602.84 feet to a set rebar on the north line of said Southeast Quarter; thence South 89 degrees 34 minutes 29 seconds East 381.57 feet along said north line to the POINT OF BEGINNING. Containing 1.472 acres, more or less.

Parcel 3

Part of the Southeast Quarter of Section 36, Township 24 North, Range 5 West of the Second Principal Meridian, Tippecanoe County, Indiana, being that 1.498-acre tract of land shown on the ALTA/NSPS Land Title Survey dated February 23, 2023, as last revised, by Michael J. Smith, PS #LS20500025 of American Structurepoint, Inc. under project number 2023.00114, more particularly described as follows:

Commencing at a Bernsten monument found at the northeast corner of said Southeast Quarter; thence South 00 degrees 18 minutes 24 seconds East 1,321.71 feet along the east line of said Southeast Quarter (the basis of bearings is the Indiana Geospatial Coordinate System, Tippecanoe Zone) to an iron pipe found at the southeast corner of the Northeast Quarter of said Southeast Quarter; thence North 89 degrees 38 minutes 20 seconds West 732.19 feet along the south line of the Northeast Quarter of said Southeast Quarter to the southeast corner of the parcel conveyed to Jilg in Instrument Number 01008673, on file in the Office of the Recorder of Tippecanoe County, Indiana, which is the POINT OF BEGINNING, the following three (3) courses are along the east, north and west lines thereof; 1) thence North 00 degrees 23 minutes 55 seconds East 255.75 feet to a rebar found with no cap (passing a rebar with no cap at 29.56 feet); 2) thence North 89 degrees 36 minutes 48 seconds West 254.95 feet to a rebar found with no cap; 3) thence South 00 degrees 27 minutes 11 seconds West 255.86 feet (passing a rebar with no cap at 226.35 feet) to the south line of the Northeast Quarter of said Southeast Quarter; thence South 89 degrees 38 minutes 20 seconds East 255.19 feet along said south line to the POINT OF BEGINNING. Containing 1.498 acres, more or less.

EXHIBIT B

Legal Description of Aviada Real Estate

A part of the Southwest Quarter of Section 31, Township 24 North, Range 4 West, Tippecanoe County, Indiana, described as follows:

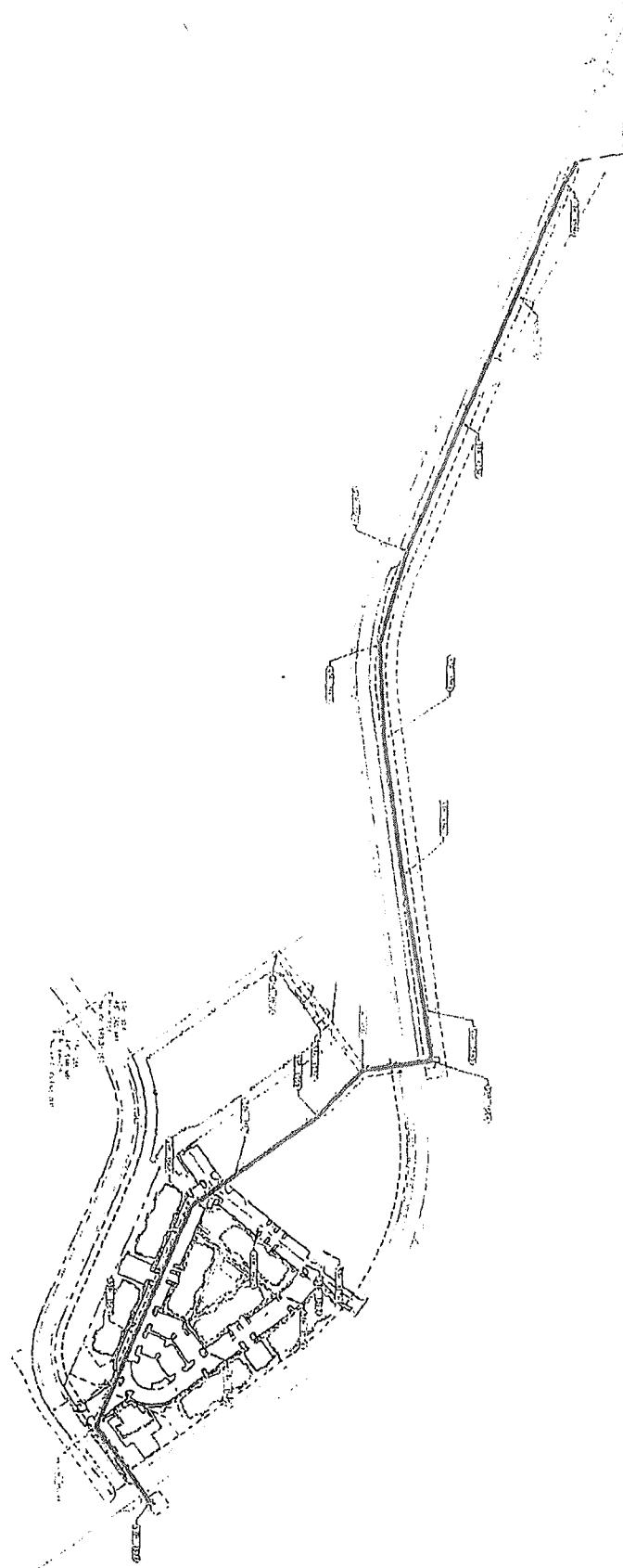
Commencing at the Southwest corner of said Southwest Quarter of Section 31; thence North 00 degrees 18 minutes 24 seconds West (bearings are derived from coordinates based on the Indiana Geospatial Coordinate System for Tippecanoe County, NAD 83 (2011), epoch 2010.0) 375.40 feet along the West Line of said Southwest Quarter; thence South 89 degrees 08 minutes 09 seconds East 37.84 feet to the eastern boundary line of County Road 100 West as recorded in Instrument Number 202222018404 of the Tippecanoe County Recorder's Office and the POINT OF BEGINNING of this description, the following two (2) courses are along the eastern boundary line of said County Road 100 West; 1) thence North 03 degrees 09 minutes 12 seconds West 56.81 feet; 2) thence North 00 degrees 18 minutes 24 seconds West 945.99 feet; thence North 89 degrees 41 minutes 36 seconds East 200.00 feet perpendicular to the West Line of said Southwest Quarter; thence South 84 degrees 35 minutes 45 seconds East 150.75 feet; thence North 89 degrees 41 minutes 36 seconds East 850.00 feet; thence South 00 degrees 18 minutes 24 seconds East 1012.15 feet parallel with said West Line to the north line of the 0.83 acre tract of land recorded as Instrument Number 201111022675 in said recorder's office; thence North 89 degrees 44 minutes 16 seconds West 77.92 feet along said north line to the east line of the 47.12-acre tract of land recorded as Instrument Number 9602633 in said recorder's office, the following two (2) courses are along the east and north lines of said 47.12-acre tract of land; 1) thence North 00 degrees 40 minutes 09 seconds West 0.77 feet; 2) thence North 89 degrees 08 minutes 09 seconds West 1,119.49 feet to the POINT OF BEGINNING, containing 27.640 acres, more or less.

EXHIBIT C

Map of Main Extension

[attached]

Journal of Oral Rehabilitation 2003; 30: 1025–1032. © 2003 Blackwell Publishing Ltd, 10.1002/jor.10205



OFFSITE SANITARY NOTES

PLAN NOTE

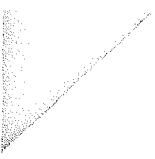


EXHIBIT D

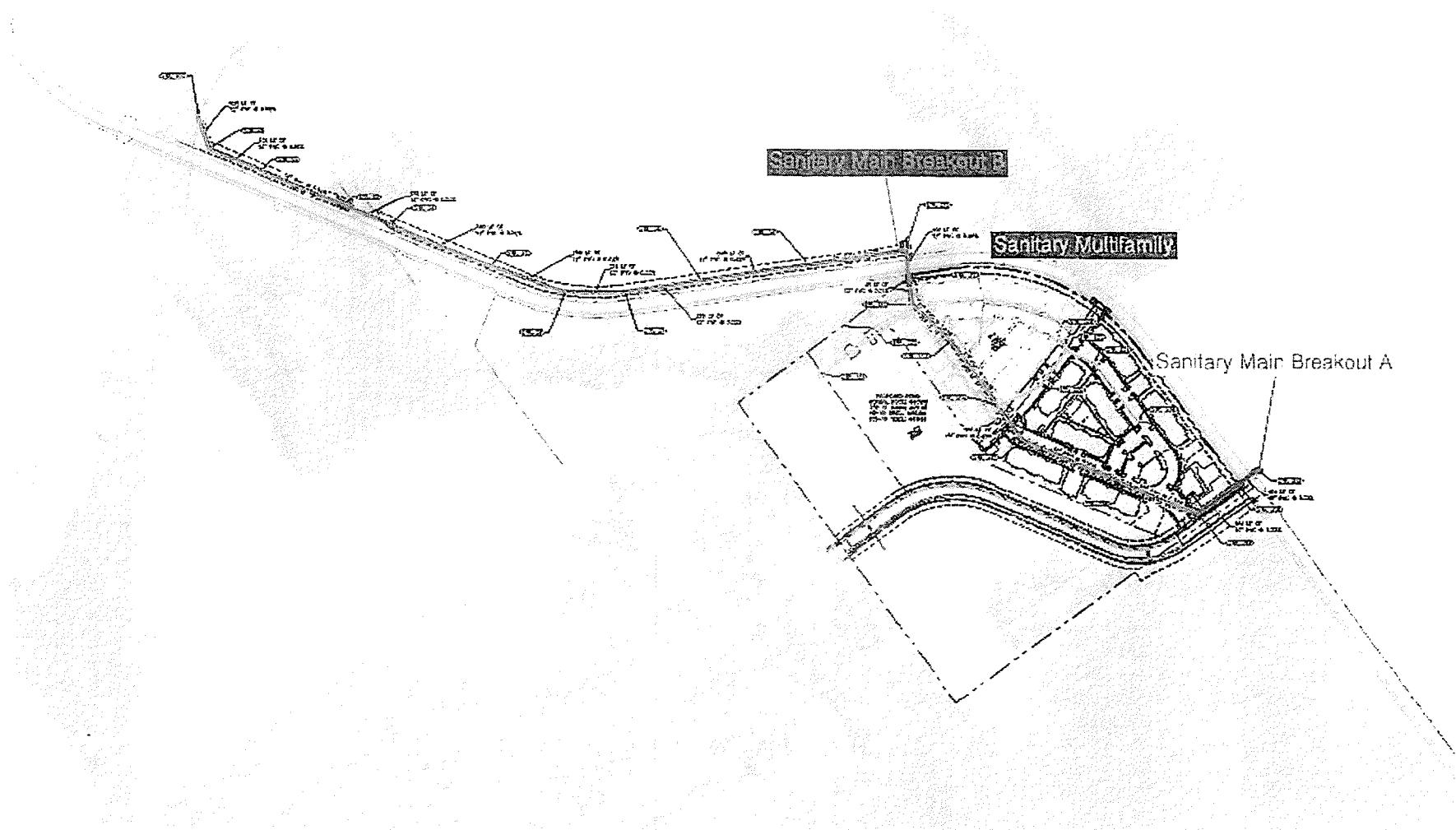
Itemized Estimate of Cost of Main Extension

[attached]

Sanitary Main Extension Breakout



Sanitary Sewer	Qty (LF)	Cost	Notes
Breakout A	271	\$ 246,430	Sanitary Main Extension - Cityscape 100%
Breakout B	4,173	\$ 1,526,841	Sanitary Main Extension - Buckingham & Cityscape
TOTAL	4,444	\$ 1,773,271	



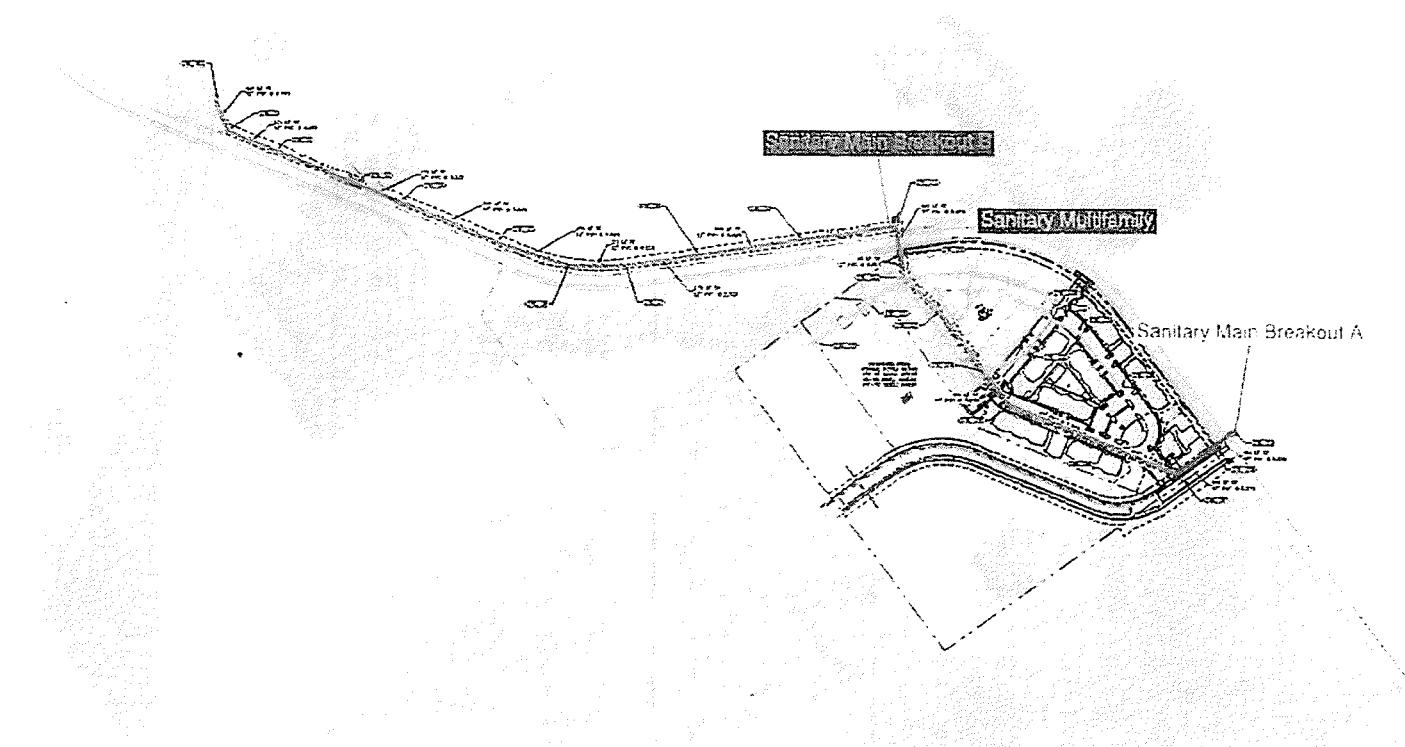
Sanitary Main Extension Breakout



Sanitary Sewer	Qty (LF)	Cost	Notes
Construction Hard Cost		\$ 201,780	
GC's		\$ 18,617	
General Liability Insurance		\$ 3,551	
Builders Risk		\$ 2,566	
Contingency		\$ 7,402	
Profit		\$ 12,314	
Breakout A Total	271	\$ 246,430	Sanitary Main Extension - Cityscape 100%
Construction Hard Cost		\$ 1,260,517	
GC's		\$ 121,024	
General Liability Insurance		\$ 6,623	
Builders Risk		\$ 16,515	
Contingency		\$ 45,863	
Profit		\$ 76,299	
Breakout B	4,173	\$ 1,526,841	Sanitary Main Extension - Buckingham & Cityscape
Breakout Total	4,444	\$ 1,773,271	

Buckingham Total: $(\$1,526,841 * 0.48) = \$732,883.68$

Cityscape Total: $\$246,430 + (\$1,526,841 * 0.52) = \$1,040,387.32$



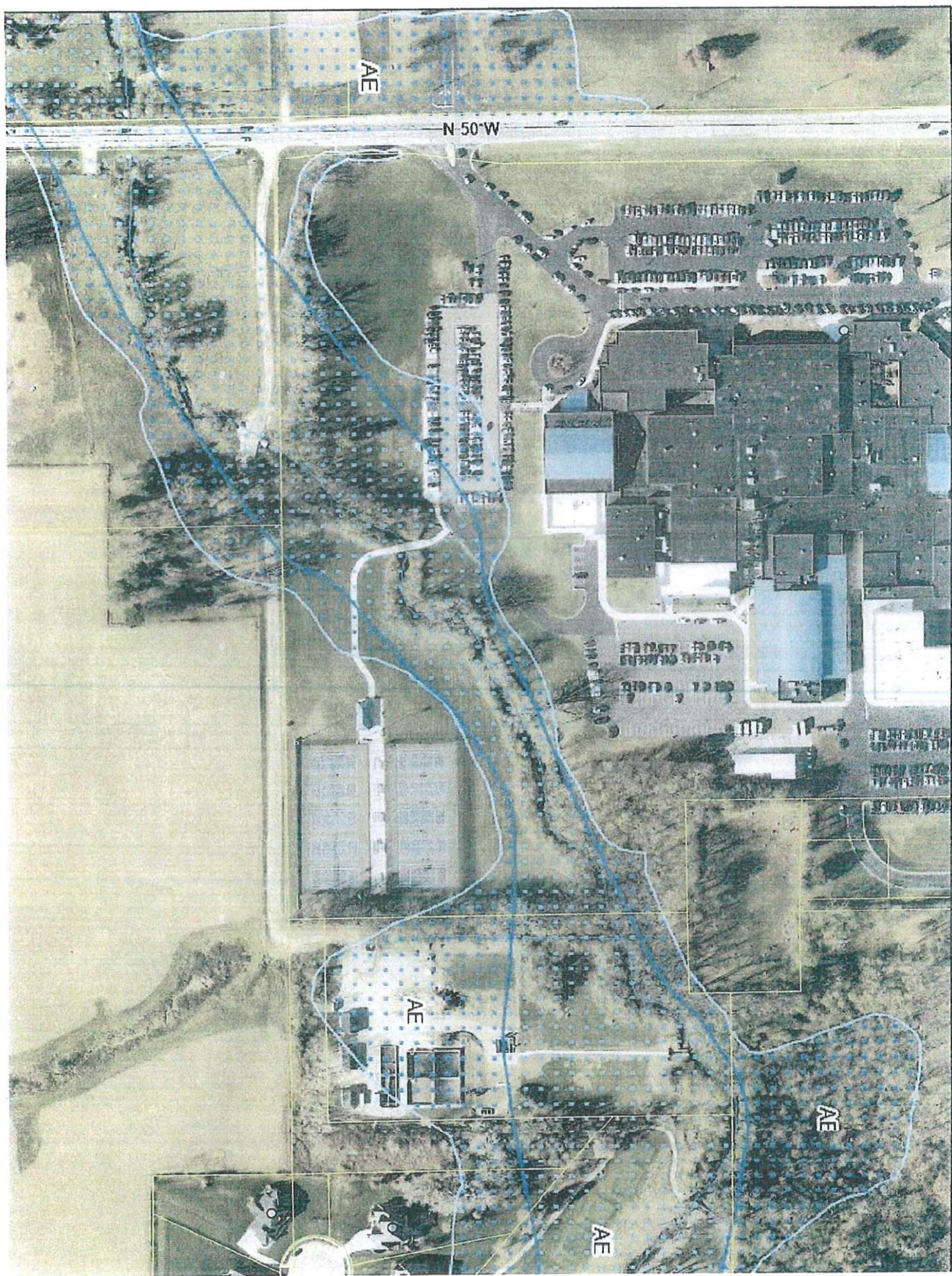
ASU's Exhibit 13

County Home WWTP
Anticipated EDU Growth
2026-2028

County Home Plant Anticipated EDUs				
Remaining Capacity				
	gpd	EDUs		
	700000	2258		
			2026	2027
Apartments/Rentals		546	762	507
Single Family/Other		100	160	160
CH Total		646	922	667
Running CH Total		646	1568	2235
Apartments/Rentals				
Developer 1		260	72	214
Developer 2		286	243	
Developer 3			447	293
Developer 1, 2 & 3 Total		546	762	507

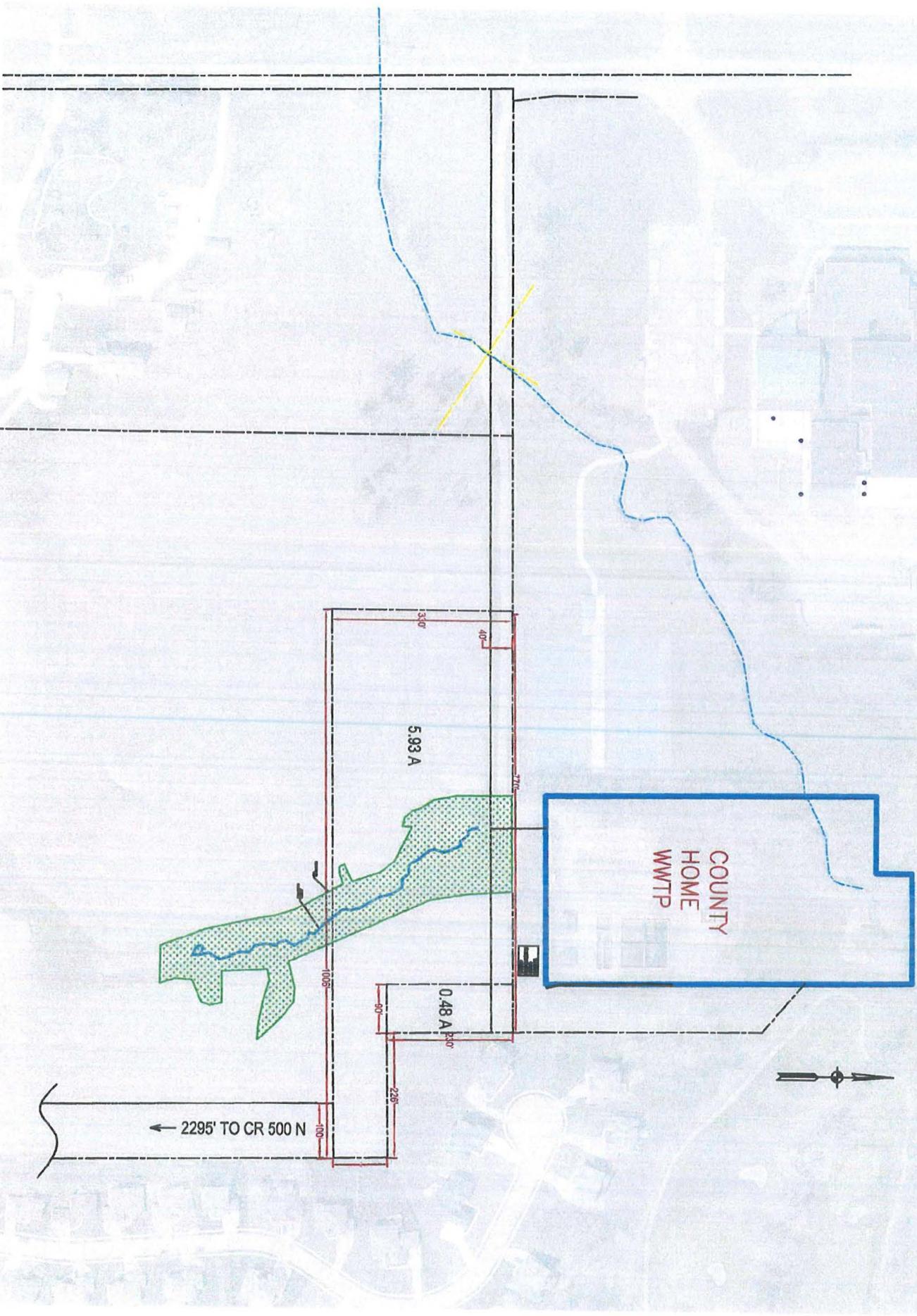
ASU's Exhibit 14

Tippecanoe County, Indiana



ASU's Exhibit 15

TIPPECANOE SCHOOL CORP.



ASU's Exhibit 16

American Suburban Utilities, Inc.

3350 W. 250 N.
West Lafayette, IN 47906
Tel. 765-463-3856
Fax 765-463-3855
E-mail: inbox@asucorp.com

DATE: May 13, 2025

TO: Clark Dietz Engineering
8900 Keystone Crossing
Suite 475
Indianapolis, IN 46240

ATTENTION: Jeremy Hunter, P.E.

PROJECT: Engineering services for ASU Master Plan and County Home IV
Wastewater Treatment Plant expansion and improvements
West Lafayette, Tippecanoe County, Indiana

PROJECT NO.: 25-CHV-E0001

Gentleman:

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ESTIMATED COSTS for ASU Master Plan: \$ _____

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Very truly yours,

American Suburban Utilities



Scott Lods
President

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PRELIMINARY ENGINEERING SERVICES COSTS:

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2. Plant Construction \$ _____

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American Suburban Utilities, Inc.

3350 W. 250 N.
West Lafayette, IN 47906
Tel. 765-463-3856
Fax 765-463-3855
E-mail: inbox@asucorp.com

DATE: May 13, 2025

TO: HWC Engineering, Inc.
135 N. Pennsylvania St.
Suite 2800
Indianapolis, IN 46204

ATTENTION: Dick Weigel, P.E.

PROJECT: Engineering services for ASU Master Plan and County Home IV
Wastewater Treatment Plant expansion and improvements
West Lafayette, Tippecanoe County, Indiana

PROJECT NO.: 25-CHV-E0001

Gentleman:

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Very truly yours,

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A handwritten signature in black ink, appearing to read "Scott Lods".

Scott Lods
President

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WEST LAFAYETTE, TIPPECANOE COUNTY, INDIANA
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American Suburban Utilities, Inc.

3350 W. 250 N.
West Lafayette, IN 47906
Tel. 765-463-3856
Fax 765-463-3855
E-mail: inbox@asucorp.com

DATE: May 13, 2025

TO: Christopher B. Burke Engineering, LLC.
100 North 3rd St.
Lafayette, IN 47901

ATTENTION: Jennifer Leshney, P.E.

PROJECT: Engineering services for ASU Master Plan and County Home IV
Wastewater Treatment Plant expansion and improvements
West Lafayette, Tippecanoe County, Indiana

PROJECT NO.: 25-CHV-E0001

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Scott Lods
President

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3350 W. 250 N.
West Lafayette, IN 47906
Tel. 765-463-3856
Fax 765-463-3855
E-mail: inbox@asucorp.com

DATE: May 13, 2025

TO: BF&S Civil Engineers
500 East 96th St.
Suite 500
Indianapolis, IN 46240

ATTENTION: Mark Chmeliwkyj, P.E.

PROJECT: Engineering services for ASU Master Plan and County Home IV
Wastewater Treatment Plant expansion and improvements
West Lafayette, Tippecanoe County, Indiana

PROJECT NO.: 25-CHV-E0001

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West Lafayette, IN 47906
Tel. 765-463-3856
Fax 765-463-3855
E-mail: inbox@asucorp.com

DATE: May 13, 2025

TO: Greeley and Hansen
7820 Innovation Blvd.
Suite 150
Indianapolis, IN 46278

ATTENTION: J. Teusch, P.E.

PROJECT: Engineering services for ASU Master Plan and County Home IV
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West Lafayette, Tippecanoe County, Indiana

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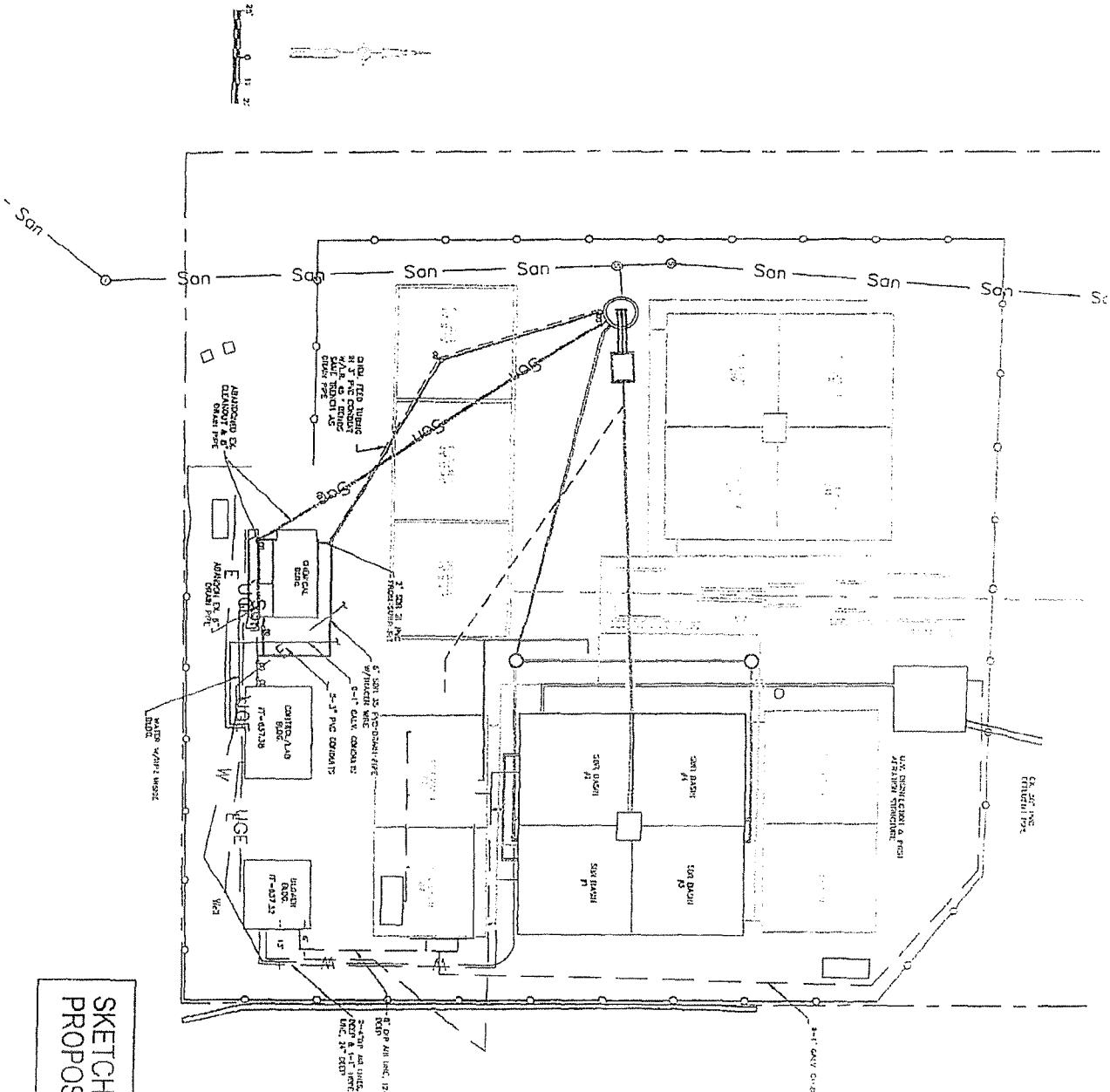
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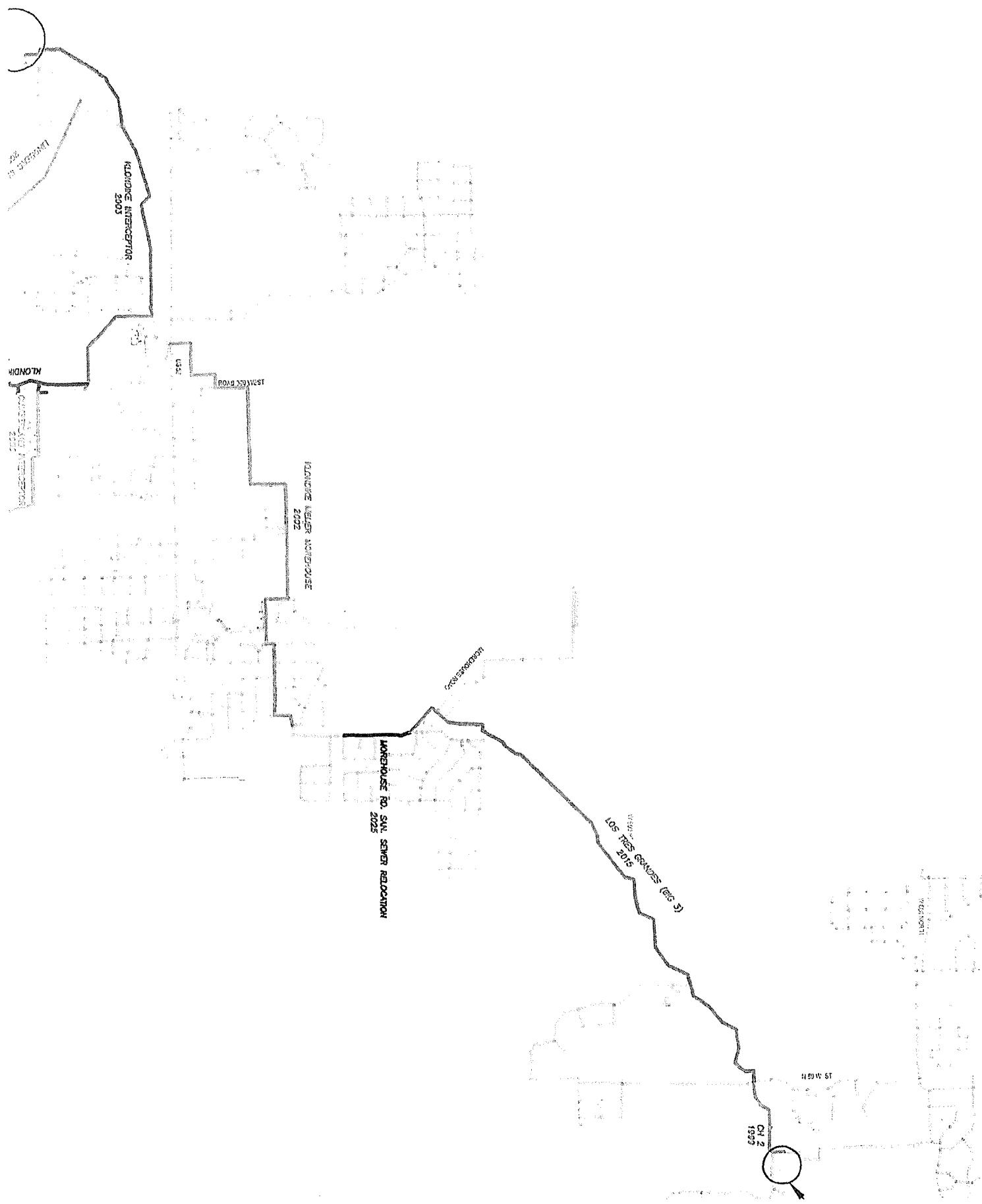
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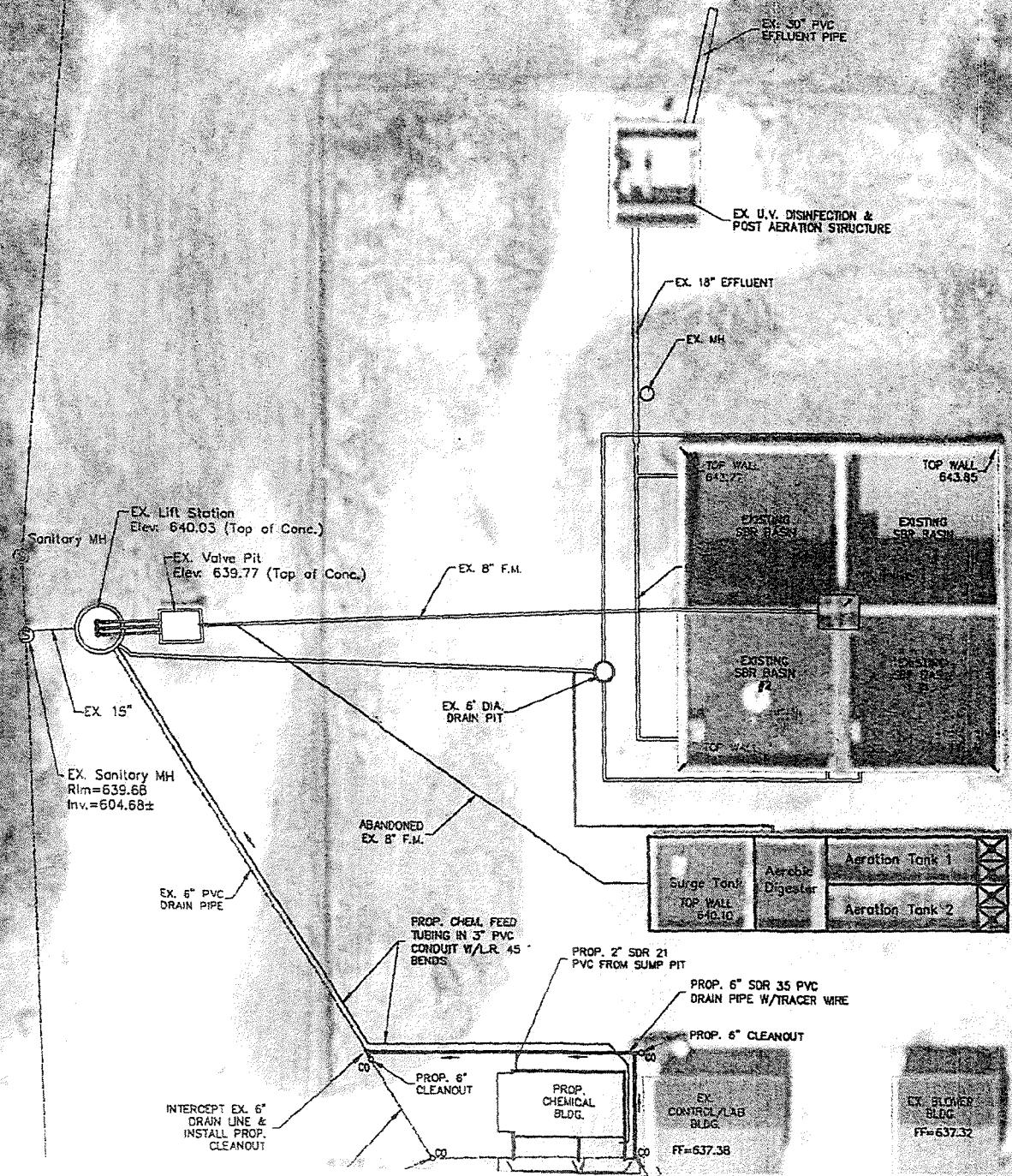
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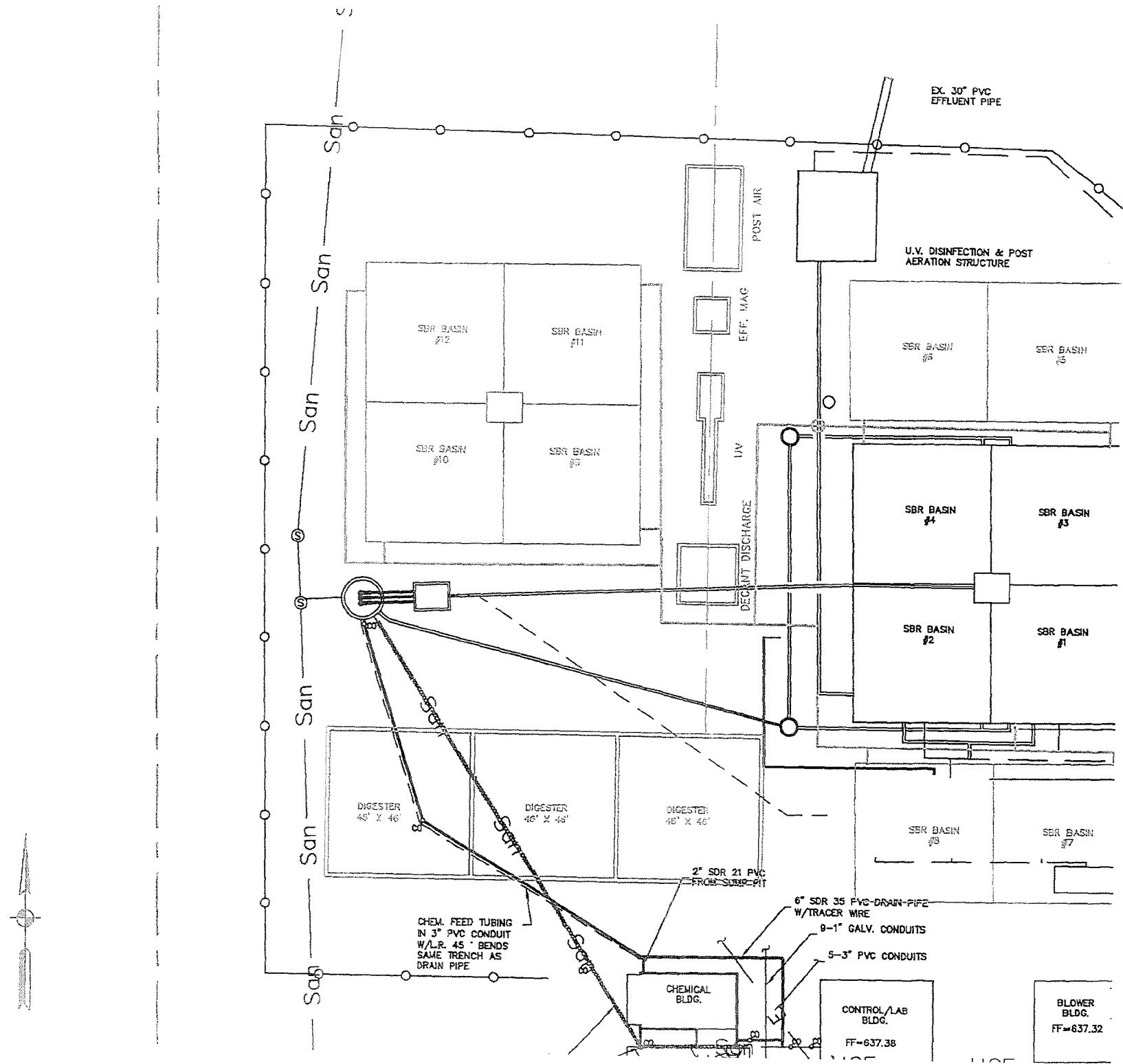
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**SKETCH 1
PROPOSED 3.0 MGD CH VWWTP**









ASU's Exhibit 17

Project Overview

The proposed project involves expanding the existing wastewater treatment plant from 1.0 MGD to 3.0 MGD, utilizing the provided conceptual layout (Plan Sheet C101 and Sketch 1) as the basis of design. The expansion will include improvements to the triplex influent pump station, installation of a new SBR system, aerated sludge holding, chemical phosphorus removal, and UV disinfection.

The proposed upgrades are intended to meet future treatment capacity needs and regulatory requirements. Major infrastructure improvements include:

- Sequencing Batch Reactor System (3-basin configuration)
- Headworks Screening & Grit Removal System
- Sludge Digestion
- UV Disinfection System
- Concrete tanks, foundations, and slabs
- Yard piping, SCADA, electrical, and building expansion/modifications

Construction Cost Estimate Breakdown (3-Basin System)

Component	Estimated Cost (\$)
SBR Equipment	2,232,500
Headworks - Screen System	235,720
Headworks - Grit Removal System	195,495
UV Disinfection System	590,000
Aerobic Digesters Concrete & Blowers	2,821,075
Installation, Electrical, SCADA, Yard Piping	4,880,572
Poured-in-Place Concrete (Walls & Slabs)	6,162,716
Additional Concrete Work (UV Channel)	500,000
Building Modifications and Expansions	1,000,000
Contractor Mobilization & Demobilization	250,000
Contingency (20%)	3,131,924
Total Construction Estimate	22,000,000

Scope of Professional Services

These services reflect the full range of professional engineering and construction-phase support requested by American Suburban Utilities, including layout evaluation, permitting, design, bidding, and field services. The proposed scope of work includes both design-phase and construction-phase professional engineering services necessary to complete the expansion of the American Suburban Water WWTP. These services are structured to support the development of a fully permitted, biddable, and constructible project, as well as to provide technical oversight through project completion.

Design Phase Services

- Preliminary engineering and evaluation of treatment system layout and configuration
- Development of detailed engineering drawings and specifications
- Structural, mechanical, electrical, and civil design associated with new process basins, headworks, UV disinfection, and ancillary facilities
- Coordination with equipment vendors and integration of selected SBR systems
- Preparation and submittal of IDEM Construction Permit, Rule 5 stormwater documentation, and other applicable regulatory permits
- Preparation of bidding documents, engineer's opinion of probable construction cost, and assistance during bidding

Construction Phase Services

- Construction administration and project coordination
- Review and response to RFIs, submittals, and change requests
- Periodic site visits and field observation by technical staff
- Startup support, punch list coordination, and project closeout
- Coordination with subconsultants (e.g., geotechnical services)
- Final documentation and as-built drawing review

Design Fee Estimate

Role / Function	Est. Hours	Avg Rate	Subtotal (\$)
Engineer 9 (Principal QA)	100	\$270	27,000
Engineer 7-8 (PM/Lead)	400	\$250	100,000
Engineer 5-6 (Designers)	1600	\$225	360,000
Engineer 3-4 (Support)	2400	\$180	432,000
Technician 3-5 (CAD/BIM)	1600	\$170	272,000
Clerical/Admin	200	\$105	21,000
Subconsultants & Expenses (10%)	—	—	148,000
Misc. Design Contingency	—	—	120,000
TOTAL	—	—	1,480,000

Construction Services Fee Estimate

Role / Function	Est. Hours	Avg Rate	Subtotal (\$)
Engineer 8 (CA Lead)	150	\$255	38,250
Engineer 5-6 (RFI/Submittals)	400	\$225	90,000
Engineer 4 (Admin/Support)	1000	\$185	185,000
Technician 3-4 (Observation)	1000	\$160	160,000
Clerical/Admin	150	\$105	15,750
Subconsultants (Geotech, etc.)	—	—	111,000
Reimbursables, Startup, Misc.	—	—	100,000
TOTAL	—	—	700,000

Please note that all figures provided are preliminary and intended for budget planning purposes only. As the project progresses, we look forward to working closely with American Suburban Utilities to further refine these estimates and support the next phases of planning and design. We appreciate the opportunity to be part of this important project and are committed to helping you achieve a cost-effective and reliable solution.

Sincerely,

Clark Dietz, Inc.



Brian Powers, P.E.
Central Indiana Team Lead
E-mail: Brian.Powers@clarkdietz.com

cc: Shane.Spicer@clarkdietz.com

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May 30, 2025

Mr. Scott Lods, President
American Suburban Utilities
3350 W. CR 250 North
West Lafayette, IN 47906

Re: ASU Master Plan and County Home IV Wastewater Treatment Plant
Expansion and Improvements
ASU Project No: 25-CHV-E0001
Proposal for Engineering Services

Dear Mr. Lods:

HWC Engineering (HWC) is pleased to offer the following proposal in response to your request of May 13, 2025 for the above-mentioned project. For your benefit we have included a few sample projects that we have completed to help better understand our capability, along with resumes of a few of our key staff members that would likely be involved in your project should we be selected.

In preparing this proposal, we talked with Tim Beyer as requested in your solicitation, visited the County Home IV WWTP site and had a discussion with Ed Serowka. Through this process, it is our understanding that the WWTP expansion design is being driven by the continued growth in the area which is anticipated to more rapidly increase due the recent approval of the SK Hynix facility to be constructed near West Lafayette. A brief summary of the 2 requested projects for which engineering services are required is included below.

Project 1 - County Home IV WWTP Expansion:

The WWTP Design Phase will be completed in such a manner as to increase the average daily design flow from 1.0 MGD to 3.0 MGD utilizing sequencing batch reactors, along with other necessary improvements including items such as additional influent pumping capacity, increased blower capacity, UV disinfection, solids handling and electrical improvements, etc. to allow a 3.0 MGD average design flow plant to be permitted by IDEM. It is assumed that our engineering services would include surveying, design, permit acquisition and development of bidding documents (plans and specifications) for the proposed improvements/expansion of the treatment facility.

The Construction Phase of the engineering services to be provided by HWC will include typical services included for municipal public works type projects including construction administration (shop drawing/submittal reviews, contractor coordination, RFI responses, change orders, pay application reviews, progress meeting administration, record drawings, etc.) and construction observation (on-site inspection of construction activities). It is assumed that these construction phase services would be for an initial project that may have a duration of 12- 15 months and not



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multiple phases over multiple years. Our fee is broken down into the construction administration portion and the construction observation portion.

Given the magnitude of the project and the lack of a detailed scoping document or preliminary engineering report (PER), our fee for the services required/assumed are provided as a preliminary range and can be further refined when we can fully detail a scope of work with more detailed discussions with you and your team members. Utilizing the scope of work included in the RFP and recent project cost data, we are estimating an approximate construction cost for the proposed project between \$18 and \$20 million. If selected, we will offer to complete that scoping document and final fee development at our cost for your final review before proceeding with any contract for the proposed services.

Project 1 - County Home IV WWTP Expansion Fees:

- Design Phase Engineering: \$1,300,000 to \$1,600,000
- Construction Phase Engineering:
 - Administration: \$ 165,000 to \$180,000
 - Supervision: \$ 275,000 to \$350,000

Project 2 – 20 Year Sewer Master Plan and Asset Management Plan

A 20-Year Master Plan fee has been requested for the ASU sewer system. In addition, an asset management plan fee including the sewer system and treatment plants (County Home IV and Carriage Estates) has also been requested. The asset management plan is envisioned to follow the Indiana Finance Authority/State Revolving Fund Guidance.

Project 2 – 20 Year Sewer Master Plan and Asset Management Plan Fees:

- 20-Year Sewer Master Plan: \$ 50,000 to \$75,000
- Asset Management Plan: \$ 40,000 to \$60,000

We appreciate the opportunity to offer this proposal and are available to meet in person to discuss in more detail. Let us know if you have any questions.

Sincerely,



Dick R. Weigel, P.E.
Project Manager

Eric Smith, PE – HWC Vice President

/Attachments
W:\American Suburban Utilities\2501-970 Master Plan & WWTF Expansion\ltr.lods.WWTP Proposal.05-30-2025.docx



Relevant Experience

WASTEWATER TREATMENT PLANT EXPANSION

JAMESTOWN, IN

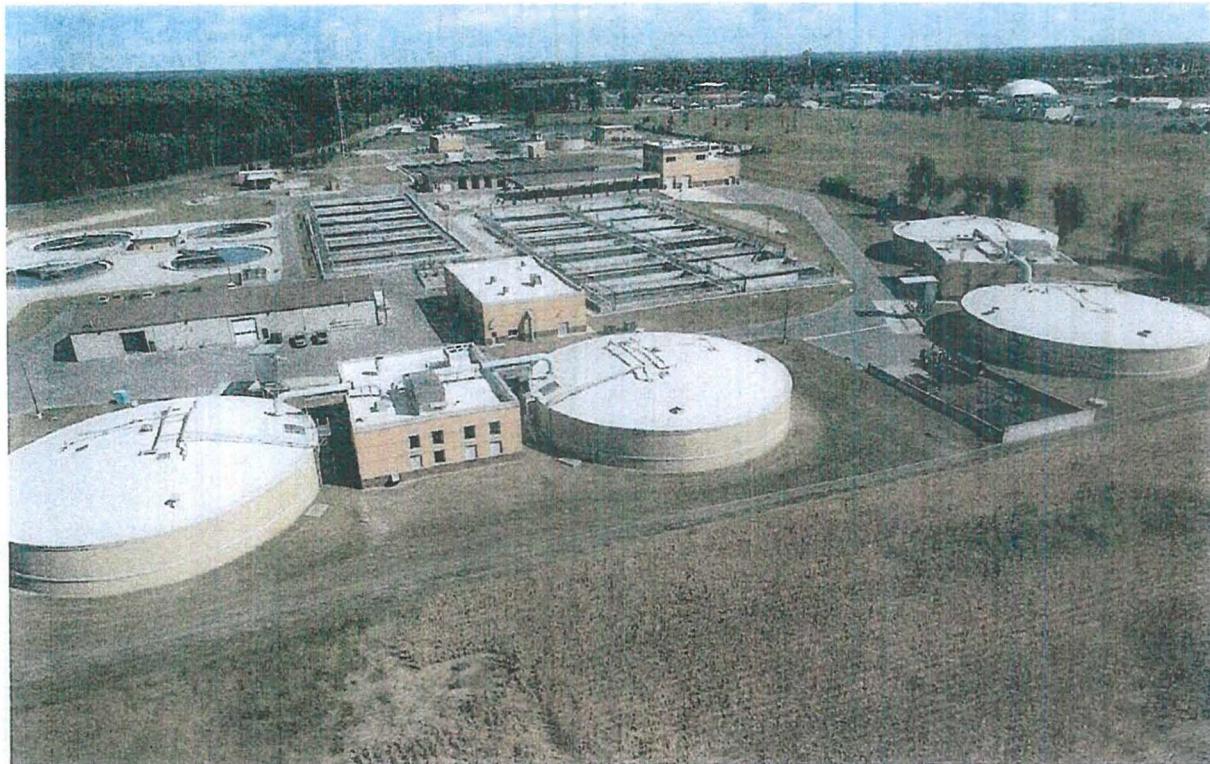
The Town of Jamestown currently operates a Class II, 0.2 MGD sequential batch reactor (SBR) treatment facility consisting of a combination grinder/screenings auger, two SBR basins, ultraviolet light disinfection, post aeration, an effluent flow meter, a plant drain lift station, an aerobic digester, a blower building, and a geotextile sludge dewatering bagging system.

The Town is home to the automotive manufacturing facility, Fukai Toyotetsu Indiana Corporation (FTIC), which has brought significant jobs to the area. The I-65 and I-74 corridors act as economic generators to continue to attract jobs and families to the region. Additionally, the LEAP district in Boone County is envisioned to cover more than 9,000 acres and employ over 50,000 people across hundreds of companies at full build out. Given these factors, Jamestown is anticipating significant growth in the near future. The Town has already received a commitment from a developer for a single-family residential development consisting of 199 lots. Additional capacity is needed at the WWTP to treat the anticipated flows these new homes and other future developments could generate. Accordingly, this project includes upgrades to the existing WWTP to increase the rated capacity of the plant from 0.2 MGD to 0.3 MGD. The proposed improvements include a new SBR treatment tank and associated equipment, including two new 30 horsepower blowers, new SBR influent and effluent valve vaults, retrofitting the existing aerated holding tank to an aerobic digester (to match the existing digester), converting the existing sludge holding tank to a post-SBR equalization/post-aeration tank with new diffused aeration, effluent pumps, digested sludge pumps, site work and yard piping, and updated electrical and controls improvements.

The project is utilizing the Build-Operate-Transfer (BOT) delivery method and is funded by a low-interest loan from the Indiana Finance Authority (IFA) via the Residential Infrastructure Funding (RIF) program. The \$3.85 million project is anticipated to start construction in August 2025 with substantial completion anticipated in June 2026.



Relevant Experience



BIOSOLIDS STORAGE FACILITIES TERRE HAUTE, IN

HWC completed design and other engineering services on the biosolids storage and handling portion of the City of Terre Haute's major Wastewater Treatment Facility Upgrade and Expansion project which was completed in 2015. The approximate \$120 million project included improvements to all areas of the facility to allow for peak flows up to 48 million gallons per day to be accommodated by all processes in compliance with the City's CSO Long-Term Control Plan. The biosolids storage portion of the project managed and designed by HWC included 10 million gallons of storage capacity provided by four 2.5-million-gallon pre-stressed concrete storage tanks with aeration and mixing systems contained in each of two buildings serving a pair of the new tanks. The design also incorporated sludge loading stations. The approximate cost of this portion of the project was \$20 million. HWC assisted in coordination of this area of the project with other consultants and inter-related processes through the design and construction of the overall project.

WASTEWATER FACILITIES IMPROVEMENTS

WILLIAMSPORT, IN

HWC worked with the Town of Williamsport to evaluate the Town's wastewater system regarding the inflow/infiltration and hydraulic overloading at the wastewater treatment facility.

The project included preparing a preliminary engineering report to evaluate the Town's needs and recommending a plan. Upon approval of the study's recommendations, HWC provided design and construction phase services for selective sewer replacement, new .300 MGD SBR treatment system, 500,000-gallon flow equalization basin, and other facility improvements including a new UV disinfection system and conversion of two "package" treatment tanks to aerobic digesters.

HWC also assisted the Town in obtaining a \$1.4 million loan from Rural Development and a \$490,000 CFF grant from the Indiana Department of Commerce for the overall \$2.5 million project.

Relevant Experience

WASTEWATER TREATMENT FACILITY RENOVATION

MARTINSVILLE, IN

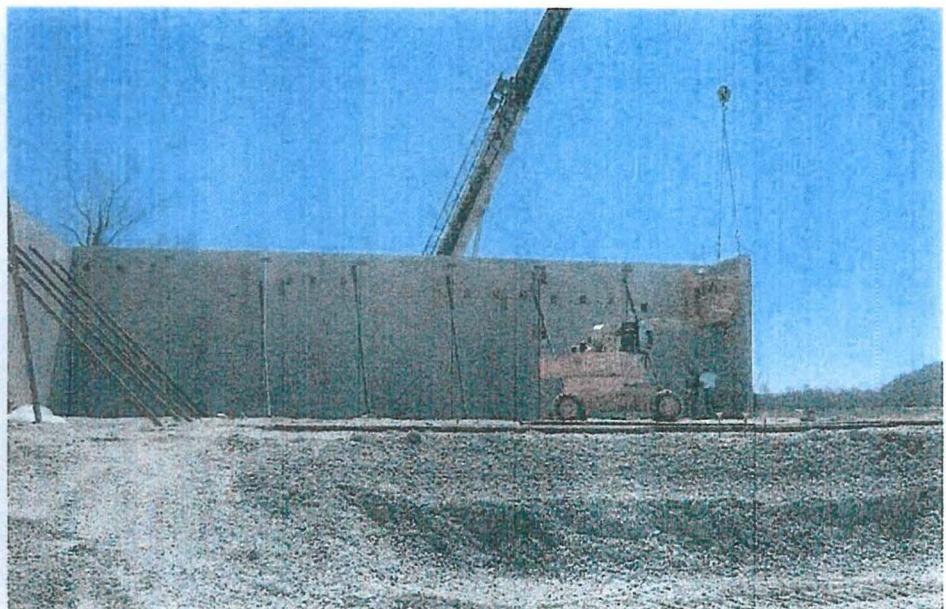
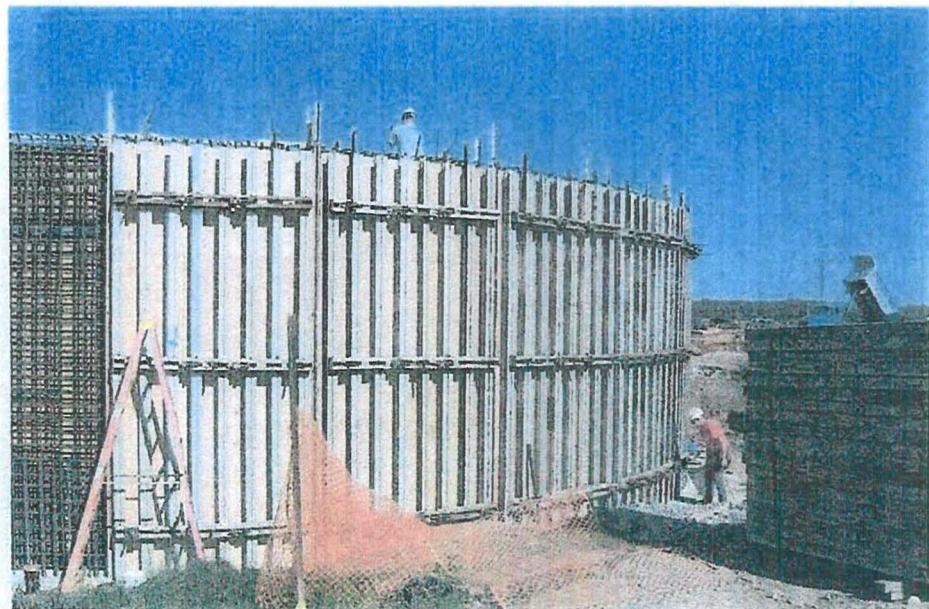
HWC worked with the City of Martinsville to complete the Wastewater Treatment Facility Renovation project.

This multi-phased project was necessary to meet the ammonia-nitrogen removal limits required by the plant's new NPDES permit and to improve the overall wastewater utility. HWC completed a preliminary engineering report to evaluate alternatives to address system issues and needs, and to develop a selected plan of recommended improvements.

The first phase project included a complete renovation of the existing wastewater treatment plant. The plant's rated capacity was 2.2 MGD with virtually no peaking capability. The project included a new headworks facility with fine screening and grit removal. The old treatment tanks were retrofitted and reused strictly as aeration tanks to work along with the new secondary circular clarifiers with density baffles, a new sludge return pump station, conversion to a new in-line UV disinfection system, metering and the new aerobic digesters to supplement the existing biosolids facilities consisting of dewatering via a new belt filter press. A new office/ lab building was also constructed. The updated facility allowed all permit limits to be met as well as treating a peak flow capacity of over 6 MGD.

Subsequent phases included a complete renovation of the Centerfield Lift Station, (which is one of two stations conveying flow directly to the plant) and major collection system rehabilitation, including manhole lining and sewer rehabilitation utilizing cured-in-place pipe (CIPP) in the older downtown areas. The lift station rehabilitation included three new dry-pit submersible pumps with VFDs and a backup generator.

The total project cost was approximately \$10.5 million. HWC provided planning, design, construction engineering, and inspection services for the project.



Relevant Experience

WASTEWATER TREATMENT FACILITY RENOVATION/EXPANSION AND LIFT STATION REPLACEMENTS

VEEDERSBURG, IN

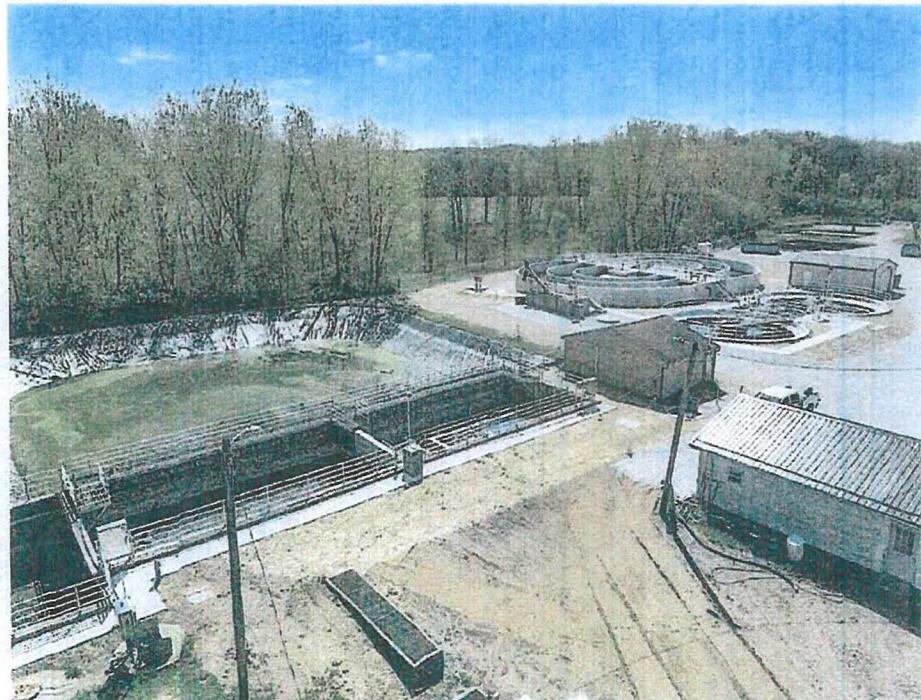
HWC performed a Wastewater Capital Improvements Plan to evaluate the needs of the wastewater treatment facility and collection system in Veedersburg, Indiana over the course of a 20-year planning period. The system's needs were based on depreciated equipment, new or pending regulatory requirements, flexibility in handling varying flows, and the system's ability to handle system capacity growth.

As a result of this planning, HWC designed improvements to the existing Veedersburg Wastewater Treatment Plant (WWTP) to improve the overall efficiency of the treatment system and update critical pieces of equipment. The WWTP was originally built in 1977, with updates in 1997, and is rated for an average daily flow of 840,000 GPD and peak daily flow of 1,800,000 GPD. The peak instantaneous flow is 2,400,000 GPD.

Based on HWC's designed improvements, the project included the replacement of the antiquated extended aeration "Biolac" treatment system with a new oxidation ditch and two secondary clarifiers, new influent structure, replacement of the existing Ultraviolet (UV) light disinfection system with a non-contact type UV system, post-aeration facilities, conversion of the existing north clarifier to a digester, and various improvements to electrical components and controls.

The project also included the replacement of five lift stations (Primary, Sherman Street, Main Street, College Street, and Viewer Hills) located throughout the Town of Veedersburg to replace deteriorated facilities and improve the operation and efficiency of the collection system. The project utilized the Build-Operate-Transfer (BOT) delivery method with Reynolds, Incorporated (Reynolds) as the contractor. Reynolds provided valuable insight and recommendations during design and construction as part of the BOT process. The project was funded in part by the Indiana Finance Authority's State Revolving Fund (SRF) program.

Construction on the \$9.8 million project started in July 2022 and was substantially completed in April 2024.



Relevant Experience

WET WEATHER CLARIFIER SYSTEM IMPROVEMENTS

NEW ALBANY, IN

HWC worked with the City of New Albany, Indiana to complete their Wet Weather Clarifier System Improvements project.

The City of New Albany operates a 30 MGD treatment facility with discharge to the Ohio River. Due to excessive wet weather flows from the separate sanitary sewer system, flow rates up to 75 MGD are conveyed to the treatment facility. A passive overflow structure downstream of three oxidation ditches allows flows of up to 30 MGD to be conveyed to secondary clarifiers while excess flows are diverted to the wet weather clarifiers with an overall capacity of 48 MGD. There are six wet weather clarifiers with circular clarifier mechanisms in square concrete tanks along with all associated piping and equipment. The condition of the clarifiers had depreciated along with the RAS/WAS pumping systems and disinfection facilities for the wet weather flow train, such that the City desired to develop a plan to rehabilitate the wet weather clarification systems.

HWC was retained to develop a basis of a design study for the wet weather processes and equipment for developing a final scope of work and budget for the proposed project. The resulting plan evaluated several different alternatives, including the complete replacement of all systems with various clarifier tank layouts.

Based on budgetary considerations and the frequency of use of the wet weather clarification system, the selected plan included rehabilitation of the existing systems and equipment. The total project cost was approximately \$1.75 million with construction completed in 2019. HWC provided planning, design, bidding, and construction engineering/inspection services for the project.



Relevant Experience

WASTEWATER TREATMENT PLANT RENOVATION CLINTON, IN

HWC provided services for the \$3.2 million Wastewater Treatment Plant Renovation project in Clinton, Indiana. The project included renovations to the combined sewer wastewater treatment facility in Clinton, Indiana. HWC services included preparation of plans, specifications and bidding documents, construction engineering, inspection, and revisions to the SRF planning report.

The project included renovation of the existing combined sewer headworks, including a self-cleaning bar screen and new stormwater pump motors and controls. The raw sewage pump station was also replaced and an existing 2.0 MGD Cantex wet/dry pit package station was converted to a submersible pump-type station. The project also included construction of an aerated channel type grit removal structure, replacement of the aeration equipment for two contact stabilization tanks, rehabilitation of two submerged steel tanks, retrofit of two abandoned anaerobic digesters to aerated liquid sludge storage tanks, installation of new blowers and disinfection equipment, a new laboratory control building, and new equipment and SCADA system for the plant and the remote lift stations.

Weirs, baffles, collectors, drives and the RAS/WAS pumping system were also upgraded to increase the peak capacity of the clarifiers.

Project Highlights:

- Complete retrofit of the plant headworks with increased pumping, screening, and grit removal
- Existing plant renovation with new aeration system and disinfection system
- Conversion of two old anaerobic digesters to aerobic digesters
- HWC provided planning, design, construction engineering, and inspection services for the project.

Project Team



Eric Smith, PE

VICE-PRESIDENT
PRINCIPAL-IN-CHARGE/
DEPARTMENT DIRECTOR

EDUCATION:

BS, Civil Engineering,
Rose-Hulman Institute
of Technology

DESIGNATIONS:

Professional Engineer -
IN, IL, OH, & KY

QUALIFICATIONS:

- 32+ years of experience
- Served as Project Manager for many study, design, and construction engineering projects for various municipalities and agencies throughout Indiana
- Managed many projects requiring multidiscipline coordination in design and construction
- Previously served on and chaired ACEC's Environmental Business Committee
- City Engineer of Record for several communities

Relevant Project Experience

Wastewater Treatment Plant Renovation, Clinton, IN

Eric served as the Project Manager for this \$3.2 million project, which included renovations to the combined sewer wastewater treatment facility. HWC services included preparation of plans, specifications, and bidding documents, construction engineering, inspection, and revisions to the SRF planning report. The project included renovation of the existing combined sewer headworks, including a self-cleaning bar screen and new stormwater pump motors and controls. The raw sewage pump station was also replaced, and an existing 2.0 MGD Cantex wet/dry pit package station was converted to a submersible pump-type station. The project also included construction of an aerated channel type grit removal structure, replacement of the aeration equipment for two contact stabilization tanks, rehabilitation of two submerged steel tanks, retrofit of two abandoned anaerobic digesters to aerated liquid sludge storage tanks, installation of new blowers and disinfection equipment, new laboratory control building, and new equipment and SCADA system for the plant and the remote lift stations. Weirs, baffles, collectors, drives, and the RAS/WAS pumping system were also upgraded to increase the peak capacity of the clarifiers.

Wastewater Facilities Improvements, Williamsport, IN

Eric served as Project Manager on this project, which consisted of the evaluation of the City's wastewater system particularly related to inflow/infiltration (I/I) and hydraulic overloading at the Wastewater Treatment Facility (WWTF). HWC prepared a Preliminary Engineering Report (PER) to evaluate the Town's problems and recommend a selected plan. Upon approval of the study's recommendations, HWC provided design of the recommended improvements which consisted of selected sewer replacement, a new .300 MGD SBR treatment system which increased the capacity of the plant, 500,000-gallon flow equalization basin, and other facility improvements. While the selected sewer replacement should reduce the I/I effect on the WWTF, the flow equalization basin will allow for storage of flows in excess of the plant's capacity. HWC also assisted the Town in obtaining a \$1.4 million loan from USDA Rural Development and a \$490,000 CFF grant from the Indiana Department of Commerce to fund the project.

Wastewater Treatment Facility & CSO LTCP, Casey, IL

Eric served as Principal-in-Charge on this project. HWC worked with Casey, Illinois to complete a CSO LTCP and study of the wastewater treatment plant. The City's combined sewer and treatment system was at its maximum capacity, and the City experienced more than 80 CSO overflow events in a typical year, even when the wastewater treatment plant was operating at maximum capacity. The CSO LTCP developed by HWC included three key CSO control items that were required to reduce the annual number of overflow events from 80 to four. The three control items include the addition of a CSO pumping station, a 750,000 GPD oxidation ditch-style secondary treatment facility, and new storm sewers on West Main Street.

Wastewater Treatment Facility Expansion, Fort Branch, IN

Eric served as the Project Manager on this project. HWC worked with the Town of Fort Branch to evaluate the Town's wastewater collection and treatment facilities, which were experiencing hydraulic overloading and sanitary sewer overflows due to excessive inflow and infiltration despite significant efforts to reduce wet weather problems in the system. HWC then provided recommendations to achieve compliance with an Indiana Department of Environmental Management Agreed Order regarding wet weather overflows in the separate sanitary system. Given the severity of the collection system problems and the extent of past rehabilitation efforts, the plan recommendations included a plant expansion and flow equalization. Following completion of an SRF-approved Preliminary Engineering Report of the system, HWC provided design, construction engineering, and inspection services for the recommended project focused on plant expansion and peak flow handling. The \$4.5 million project was funded by an SRF loan and a grant from IOCRA.

See next page for more of Eric's project experience.

Project Team



Eric Smith, PE
VICE-PRESIDENT
PRINCIPAL-IN-CHARGE/
DEPARTMENT DIRECTOR

EDUCATION:

BS, Civil Engineering,
Rose-Hulman Institute
of Technology

DESIGNATIONS:

Professional Engineer -
IN, IL, OH, & KY

QUALIFICATIONS:

- 32+ years of experience
- Served as Project Manager for many study, design, and construction engineering projects for various municipalities and agencies throughout Indiana
- Managed many projects requiring multidiscipline coordination in design and construction
- Previously served on and chaired ACEC's Environmental Business Committee
- City Engineer of Record for several communities

Relevant Project Experience – Continued

Wastewater Treatment Facility Upgrade and Expansion, Terre Haute, IN

Eric served as the Project Manager for this project where we provided design and engineering services for the biosolids storage and handling portion of the City of Terre Haute's Wastewater Treatment Facility upgrade and expansion project. The \$120 million project was completed in 2015 and included improvements to all areas of the facility to accommodate peak flows of up to 48 million GPD. The biosolids storage portion of the project included 10 million gallons of storage capacity provided by four 2.5-million-gallon pre-stressed concrete storage tanks with aeration and mixing systems contained in two buildings serving a pair of the new tanks. The design also incorporated sludge loading stations. HWC completed this portion of the project, in coordination with other consultants, with an approximate construction cost of \$20 million. Eric oversaw all design and preparation of plans and specifications, coordinating all with the lead consultant for the project.

Wastewater Treatment Facility Improvements/CSO LTCP, Phase 2, Attica, IN

Eric served as Principal-in-Charge/Project Manager for this project where HWC developed a plan to improve the City's wastewater treatment facility due to depreciation, inability to meet new regulatory requirements, and/or comply with the Phase 2 requirements of the City's CSO Long-Term Control Plan. The \$5.5 million project completed improvements at the plant, including a new influent/CSO screening structure, 0.750 MGD oxidation ditch biological treatment structure, rehabilitation of existing clarifiers, conversion of existing trickling filter tanks to CSO storage tanks, chemical feed systems and piping for nutrient (phosphorus) control, replacement of the main lift station in the system, and other miscellaneous work. HWC completed all design and permitting for the project and oversaw construction, which was completed in early 2019.

Project Team



**Dick Weigel,
PE, BCCE**
PROJECT
MANAGER

EDUCATION:
BS, Civil Engineering,
Rose-Hulman Institute
of Technology

DESIGNATIONS:
Professional Engineer -
IN, IL, & OH

QUALIFICATIONS:

- 39+ years of water and wastewater experience
- Extensive experience includes various types of wastewater collection and treatment systems in addition to water supply, storage, treatment, and distribution projects
- Specializes in working with municipal clients, focusing on public works engineering projects
- Former Indiana Regional Sewer District Association (IRSDA) Director

Relevant Project Experience

Service Area 11B Master Plan, Lafayette, IN

Dick served as the Project Manager for this project. Service Area 11B is generally located on the south side of Lafayette and includes nearly 6,500 undeveloped acres. The planning involved developing projected water and sewer demands for the area by utilizing land use projections. The average daily flow projections were nearly 4.5 MGD. Several water and sewer layouts and connection points to the existing water and sewer system were developed and reviewed with the City during monthly planning meetings. The planning effort also included meetings with stakeholders such as the Builders Association of Greater Lafayette (BAGL). Once preferred solutions were developed, a "basis of design" and budgetary costs were determined. On the sewer side, the basis of design included a new regional lift station, 10-16" force mains, and a 12-36" gravity sewer network to the lift station. After modeling, the water component included water main extensions to the existing pressure zone, new pressure zone requiring a booster station, and elevated storage as the service area develops to its southern limits. The project recommendations included the lift station, force mains, a section of gravity sewers, and water main extensions totaling nearly \$40 million. Once the planning was completed in 2022, the project moved into the design phase, which was completed in mid-2024. The project is utilizing the BOT process for project delivery.

Agri-Business Park Fire Water Supply System, Cass County, IN

HWC worked with the Cass County Redevelopment Commission to complete a utility project for their Agri-Business Park. As the rural Agri-Business Park began to develop, it became apparent to the Commission that additional utility infrastructure was needed to accommodate additional development. HWC was brought in to update previous water and sewer planning and design improvements. The Preliminary Engineering Report included both water and sewer with the initial design focus on water supply. In working with the Commission and existing businesses within the park, the water project was broken into several phases. The first phase was to construct a fire water system to meet the primary needs of the park occupants. It included 2 wells, +/- 20,000' of 8" and 12" water mains, and a 500,000-gallon elevated water tank and was completed in 2022. Future phases of work include the design of a water treatment plant and a wastewater system. The water treatment plant project would convert the water system from the fire suppression system to a potable drinking water system. HWC prepared the easements and managed the land acquisition needs for the project. HWC has provided construction administration and inspection of the projects. Dick served as the Project Manager.

Wastewater Treatment Plant Renovation, Martinsville, IN

Dick served as the Project Manager for this \$7.5 million project consisted of designing a plant expansion to meet the ammonia-nitrogen removal limits required by the plant's new NPDES permit. The design consisted of a new headworks facility with fine screening and grit removal, conversion of the existing package plants to aeration tanks, two new clarifiers, sludge return pump station, new inline UV disinfection system, new parshall flume metering structure, and a new aerobic sludge digester tanks to supplement the existing biosolids facilities. The project was funded with State Revolving Fund (SRF) loans.

Clay Township Regional Waste District, Michigan Road, IN

Dick served as the Project Manager responsible for the design and construction phases of this Wastewater Treatment Plant Expansion. This \$10 million project services the fast-growing area in Hamilton County, west of Carmel and east of Zionsville. The project consisted of designing a 1.5 MGD plant expansion for full plant capacity of 2.55 MGD. The design incorporated a new state-of-the-art pretreatment building with odor control, vertical loop reactors, clarifier, solids handling improvements, UV system, and post-aeration. The project received an ACEC Indiana Merit Award.

WWTF Improvements, West Terre Haute, IN

Dick served as the Project Manager for this project, which included engineering design for a wastewater treatment facility improvements project for the Town of West Terre Haute. The project included a new influent macerator structure, new flow meter structure, new auger screen structure, replacement of dissolved oxygen sensors and effluent weir in the existing oxidation ditch, replacement of sludge collection equipment in existing secondary clarifiers, new RAS/WAS flow meters, replacement of air diffusers and decant weir gates in existing aerobic digesters, and conversion of the existing chlorine contact tank to a UV disinfection system. The \$2.8 million project was funded by an SRF loan. Construction began in the summer of 2022 and was completed in early 2024.

Project Team



Jon Query, PE
PROJECT ENGINEER

EDUCATION:
BS, Civil Engineering,
Rose-Hulman Institute
of Technology

DESIGNATIONS:
Professional Engineer -
IN

QUALIFICATIONS:

- 22+ years of experience
- Served as Project Manager on various planning, design, and construction engineering projects throughout Indiana, including water supply, distribution and treatment systems, wastewater collection, pumping stations, and wastewater treatment plants
- Active member of IWEA, ASCE, and AWWA
- Currently serves on and previously chaired ACEC's Funding Sources Committee
- Received inspection certification from IWEA

Relevant Project Experience

Regionalization and Wastewater System Improvements, Jasonville, Shakamak, and Coalmont, IN

Jon served as Project Manager for this project. HWC was responsible for the planning of this project, which included regionalization of Shakamak State Park and the unincorporated community of Coalmont in Clay County with the City of Jasonville for wastewater treatment. The recommended project includes Shakamak State Park collection system rehabilitation, new low-pressure collection system in Coalmont, new regional lift station and force main from Shakamak and Coalmont to Jasonville's WWTF, and upgrades to Jasonville's WWTF consisting of new submerged attached growth reactors for ammonia removal and expansion of its flow equalization capacity. Jon is currently serving as Project Manager as construction of the first phase of the project proceeds, which includes the work associated with Shakamak State Park and the Jasonville WWTF improvements. The first phase of the project was completed in January of 2025 at an estimated construction cost of \$5.5 million. Phase 2 of the project includes the Coalmont sewer improvements and is planned to start construction in 2025/2026, with an additional construction cost of approximately \$7 million.

WWTF Improvements, Fort Branch, IN

As Project Engineer, Jon was responsible for the planning and design of this project. In the planning phase, Jon was responsible for developing various treatment processes and alternatives to handle excessive hydraulic overloading at the Town's WWTF and providing detailed cost estimates for each alternative. During design, he was responsible for reviewing the hydraulics of the plant and assisting in the design of various processes, including headworks, pump design, collection structures, sludge withdrawal building, and post-aeration tank. The project was funded by IDEM SRF loans and a grant from IOCRA.

WWTP Improvements, Martinsville, IN

This \$7.5 million project consisted of the design of a plant expansion to meet the ammonia-nitrogen removal limits required by the plant's new NPDES permit. The design consisted of a new headworks facility with fine screening and grit removal, conversion of the existing package plants entirely to aeration, two new clarifiers, sludge return pump station, new inline UV system and post aeration, new parshall flume metering structure, and new aerobic sludge digester tanks with four compartments. The project was funded with State Revolving Fund (SRF) loans. Jon also served as a part-time Construction Inspector for the project while it was under construction. Jon served as Project Engineer.

Wastewater Collection and Treatment System Improvements, Jasonville, IN

Jon served as Project Engineer for this wastewater collection and treatment system improvements project to address the excess inflow/infiltration and the inability of the wastewater treatment facility to meet ammonia-nitrogen effluent limits. The project included sewer rehabilitation, construction of two new lift stations complete with a wet well, valve vault, submersible pumps, and force mains. The treatment portion of the project involved numerous improvements to the existing 0.5 MGD wastewater treatment facility. This \$3 million project was funded with State Revolving Fund (SRF) loans and Indiana Department of Commerce (now IOCRA) grant.

WWTP Improvements, New Albany, IN

As Project Manager, Jon was responsible for the planning, design, and construction engineering services for this wastewater treatment plant improvements project. The project included the following: replacement and upsizing of the drain lines in the six existing wet weather clarifiers, including concrete cutting/demolition and replacement, and the extension of the drain line to the receiving manhole, pumping and removing wastewater/sludge from the clarifier tanks as required for the improvements, the removal/replacement of existing clarifier equipment and retrofitting with new clarifier equipment in three of the six wet weather clarifiers, including six pressure relief valves. The construction cost for the project was approximately \$1.05 million. Construction was completed in June 2020.

See next page for more of Jon's project experience.

Project Team



Jon Query, PE
PROJECT ENGINEER

EDUCATION:
BS, Civil Engineering,
Rose-Hulman Institute
of Technology

DESIGNATIONS:
Professional Engineer -
IN

QUALIFICATIONS:

- 22+ years of experience
- Served as Project Manager on various planning, design, and construction engineering projects throughout Indiana, including water supply, distribution and treatment systems, wastewater collection, pumping stations, and wastewater treatment plants
- Active member of IWEA, ASCE, and AWWA
- Currently serves on and previously chaired ACEC's Funding Sources Committee
- Received inspection certification from IWEA

Relevant Project Experience - Continued

WWTF, Brooklyn, IN

As Senior Project Manager, Jon is responsible for the supervision of the design engineering services for the wastewater treatment plant improvements portion of this project to address an Agreed Order from IDEM for significant inflow and infiltration (I/I) that required wet weather management facilities and improvements within the collection system and at the WWTF. The WWTF improvements are Division B of the project and generally include the following:

- Headworks Improvements with New Sewage Grinder and Sampler
- 1-Million Gallon Flow Equalization Tank with Aerator/Mixer Systems
- Headworks Control Valve Vaults, Control Valves, Flow Meters, and Appurtenances
- Non-Potable Process Water Pump System and Effluent Sampler
- Construction of a new chemical feed building and chemical feed system utilizing liquid alum for phosphorus removal.
- Sludge Drying Bed Modifications
- Site Electrical Building, New Electrical Service, Generator; Site Electrical, Instrumentation and Controls.
- Remove and Replace All Equipment in the two existing Sequencing Batch Reactors (SBRs).
- Aerobic digester system improvements
- New UV disinfection system to replace the existing chlorination/dechlorination system.
- Site Work: Selective Demolition, Grading, Surface Restoration, Piping, and Erosion Control

The construction cost for this division of the project is \$7.9 million and is anticipated to be funded with a loan from the Indiana Finance Authority State Revolving Fund. Construction is scheduled to begin in August 2025 and is scheduled to be completed by the end of 2026.

Wastewater Treatment Facility Improvements, Jamestown, IN

Jon is serving as the Project Manager for this project. The \$3.85 million project is anticipated to start construction in August 2025 with substantial completion anticipated in June 2026. For more project details, visit the project description on page 1.

Project Team



Jeremy Burch, PE
PROJECT ENGINEER

EDUCATION:
BS, Civil Engineering,
Rose-Hulman Institute
of Technology

DESIGNATIONS:
Professional Engineer -
IN

QUALIFICATIONS:

- 16+ years of experience, including planning, design, and construction phase engineering services on numerous aspects of municipal utility systems, including water and wastewater treatment facilities, wastewater pumping stations, booster stations, water distribution and sanitary collection systems, and stormwater systems

Relevant Project Experience

Wastewater Treatment Facility Improvements, Jasonville, IN

Jeremy served as the Project Engineer for this project. The scope of work primarily includes improving the facility's ability to treat ammonia by adding submerged attached growth reactors to the process and expanding its flow equalization capacity to receive flow from the Shakamak State Park and the Town of Coalmont. The project was completed in January of 2025. The estimated construction cost is \$5.5 million including the Shakamak connection.

Wastewater Treatment Facility Improvements, Veedersburg, IN

Jeremy served as the Project Engineer for this project. The scope of work included replacing the antiquated biolac treatment system with a new oxidation ditch treatment system with secondary clarifiers, post-aeration, and UV disinfection. Construction of the \$8.2 million project was completed in early 2024.

CSO Long-Term Control Plan, Phase 2 Wastewater Treatment Facility Improvements, Attica, IN

Jeremy served as the Project Engineer for this project. The scope of work included study, design, and construction administration services. The recommended project, documented in an IOCRA-funded planning study, included converting the existing trickling filter treatment process to an activated sludge treatment process, which required construction of a new 0.75 MGD oxidation ditch, updating and modifying most unit processes, and adding CSO storage and pumping facilities. Construction of the \$5.5 million project was completed in 2019.

Water and Wastewater System Improvements, Wingate, IN

Jeremy served as the Project Engineer for this project. The wastewater work included a new electrical and chemical building at the wastewater plant and two new lift stations to replace the Town's aging and deteriorated stations. Water system improvements included minor improvements to the Town's well house, water main replacement, and the installation of several new valves cut into existing water mains. All fire hydrants were also replaced. The project was funded with a \$1 million disaster relief grant from the IOCRA.

WWTF Improvements, Rosedale, IN

Jeremy served as the Project Engineer for this project. HWC was responsible for the design of the recommended wastewater treatment improvements. The project consisted of a Flow Equalization Basin (FEB) to store or "equalize" flows during wet weather and improvements to the existing WWTP. Those improvements consisted of the rehabilitation of the existing chemical building, existing treatment tank repairs, and improvements to the existing building. A flow diversion structure with an overflow weir was also included to divert flows to the FEB during peak flow events. Additionally, electrical/instrumentation improvements and an emergency generator were provided to allow operation and monitoring as required. The \$1.3 million project was completed in the fall of 2017.

Wastewater Facility Improvements, Farmersburg, IN

Jeremy served as the Project Engineer for this wastewater system improvement project to address wet weather impacts and high-influent flow on the collection and wastewater treatment systems. The \$450,000 project was funded with a grant by the Office of Community and Rural Affairs. HWC provided preliminary design, final design, bidding services, construction engineering, and inspection for the Town. The project included work at the WWTF as well as collection system rehabilitation. The work at the WWTF included installation of a new 200,000-gallon flow equalization tank with piping and floating aerator, influent structure modifications and replacement of the existing pumps, and controls in the flow equalization pump station. The work in the collection system consisted of rehabilitation of approximately 1,950 LF of 8" clay sanitary sewer by means of the installation of cured-in-place pipe lining. Project construction was substantially complete in December of 2014.

Project Team



Todd Solomon, PE
SENIOR TECHNICAL
ADVISOR

EDUCATION:

BS, Chemical Engineering, University of Louisville
MS, Environmental Engineering, University of Cincinnati

DESIGNATIONS:

Professional Engineer - IN & KY

QUALIFICATIONS:

- 30+ years of experience as a Project Engineer and Project Manager working on drinking water, wastewater, and stormwater projects

Relevant Project Experience

Wastewater System Improvements, Shoals, IN

Todd served as Project Manager for the design of sewer rehabilitation of 3,600 LF of gravity sewer with cured-in-place pipe (CIPP), relocation of 700 LF of 6" ductile iron, insulated and heat traced force main under the US 50 bridge over the White River, and improvements at the WWTP, including a new influent screen, new influent flow meter, new influent and effluent flow recorder, new multi-meter for the laboratory, and various other minor improvements.

Wastewater System Evaluation and Preliminary Engineering Report (PER) Preparation, Fort Branch, IN

Todd served as Project Manager for the evaluation of the Fort Branch wastewater collection and treatment system, which resulted in the preparation of a Preliminary Engineering Report (PER). Included collection system smoke testing, evaluation of smoke testing results, and recommendations for collection system improvements. Included evaluation of the 0.7 MDF ADF/2.1 MGD PHF WWTP and flow projections based on population growth projections. Recommended increasing treatment capacity to 1.05 MGD ADF/3.15 MGD PHF including, replacing the influent pumps with higher capacity pumps, replacing the existing oxidation ditch aeration rotors with higher capacity rotors, constructing a new secondary clarifier, replacing the existing RAS and WAS pumps with higher capacity pumps, replacing the existing chlorine disinfection system with a new ultraviolet (UV) light disinfection system, replacing the existing sludge transfer pumps, installation of a new sludge screw press and building to house the press, and a new chemical feed system for phosphorus removal.

Bee Creek WWTP Expansion, Murray, KY*

Todd served as Project Manager for the planning, design, and construction administration of the Bee Creek WWTP expansion from 5.25 MGD ADF/13.1 MGD PHF to 8.75 MGD ADF/24.0 MGD PHF. This project included automatic fine screens, stacked tray grit removal, vertical loop reactor (VLR), rehabilitation of three existing oxidation ditches, two 105' diameter circular clarifiers, UV disinfection, a rotary fan press, chemical feed facilities, and seven pump stations (including influent pump station, RAS/WAS pump station, effluent screw pump station, stormwater pump station, non-potable water pump station, nitrate recycle pump station, and grit pump station). The plant was designed for biological phosphorus and nitrogen removal. A BioWin model of the biological process was developed as part of the design effort on the VLR and oxidation ditches.

WWTP Improvements, New Albany, IN*

Todd served as Project Manager for the design and construction of this project, which involved process water intake modifications, replacing the process water area sump pump and strainer, replacing the sludge pump controls, MCC improvements, and various storm drainage improvements.

WWTP Expansion, Garrett, IN*

Todd served as Project Engineer and Project Manager for the design and construction of a WWTP expansion from 1.0 MGD to 2.3 MGD. The project involved the following elements: a new fine screen, aeration basin reconfiguration including new fine bubble diffusers and centrifugal blowers, new circular clarifier, new tertiary filters and tertiary filter pump station, new chemical feed pumps, new UV disinfection, new Parshall flame, new raw sewage pumps, new RAS/WAS pump station, new scum pump station, and new coarse bubble diffusers in the existing aerated sludge holding tank. The project was part of an Agreed Order with the Indiana Department of Environmental Management (IDEM) and the design was completed in three months to meet the schedule in the Agreed Order.

*Previous Employer

Hello!

Our name is



BURKE

Scott Lods
American Suburban Utilities
3350 W. 250 N.
West Lafayette, IN 47906

Dear Scott,

Christopher B. Burke Engineering, LLC is a trusted leader in water resources and civil engineering projects in Indiana. With our extensive experience, engineering expertise, and up-to-date knowledge from our involvement in professional organizations, Burke is well-equipped to successfully assist ASU with their master plan and County Home IV Wastewater Treatment Plant expansion and improvements. Our team offers:

EXTENSIVE RELEVANT EXPERIENCE

The Burke team has completed a wide variety of wastewater projects around the state, including treatment plants, lift stations, and utility plans. In addition, our proposed project manager is a former wastewater superintendent, giving him a unique understanding of needs from both the client and consultant point of view.

UNMATCHED ENGINEERING AND ENVIRONMENTAL CAPABILITIES

We have nearly 20 Indiana registered professional engineers on our staff. In addition, our staff includes 14 environmental specialists and resource planners well-versed in NPDES requirements. With these available resources at our fingertips, we can deliver successful and sustainable project solutions.

A LOCAL PRESENCE

Burke's proposed project manager and principal in charge for the project work in our Lafayette office. Our proximity to the project location as well as ASU means we can respond quickly and efficiently as needs arise.

On the following pages, you will find our qualifications and our project approach. We look forward to working closely with ASU through these exciting projects. Should you have any questions regarding our proposal, please reach out to me at the number or the email to the left.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. D. Stoltz'.

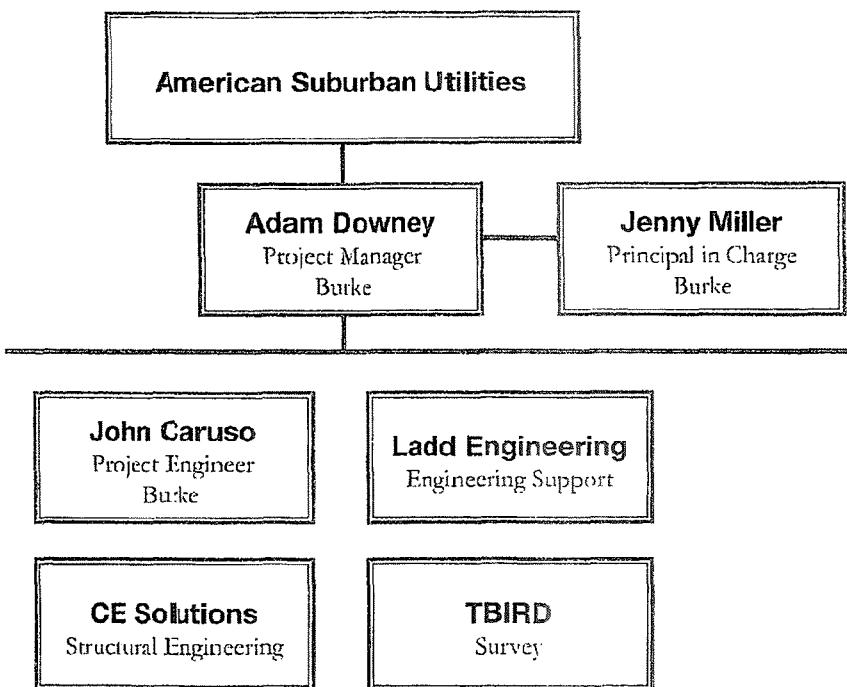
Jon D. Stoltz, PE
Managing Vice President

100 N. Third St.
Lafayette, IN 47901

cbbel-in.com
317.266.8000
jstoltz@cbbel-in.com

PROJECT TEAM

The Burke team offers American Suburban Utilities an experienced team to assist with the master plan and County Home IV wastewater treatment plant expansion and improvements. Led by project manager Adam Downey, our team has extensive experience assisting communities with their wastewater needs. In addition, we can draw on the experience and expertise of our firm's more than 60 water resources and environmental professionals. Below you will find the organizational chart depicting our core team for the projects, followed by detailed resumes.



ADAM DOWNEY

PROJECT MANAGER | BURKE

Adam draws on more than 25 years of experience in the wastewater and environmental industry as an engineering technician and wastewater specialist at Burke. He is passionate about protecting the public health and preserving our natural resources. Before joining Burke, Adam served as Monticello's wastewater superintendent, managing an ongoing WWTP expansion project and the daily operations of the wastewater utility, and also serving the Mayor as an engineering liaison and project manager for various projects in conjunction with the street and water superintendents. Adam also has extensive municipal wastewater experience with West Lafayette, where he started as a teenager on the mowing crew and worked upward through maintenance, laboratory, and operations while completing his undergraduate degree at Purdue.

CERTIFICATIONS

- Class IV & D Wastewater Operator, IN
- Certified Pretreatment Coordinator, IN

RELEVANT EXPERIENCE

- Michigan City Sanitary District On-call:
 - Class IV Contract Operator (six months)
 - NPDES Permit Renewals for WWTP and Biosolids Land Application
 - Industrial Pretreatment Coordinator Activities
 - SRF Report Assistance for Rate Increase for Plant Improvements
- Former Wastewater Superintendent, City of Monticello, IN*
- Former Certified Operator and Operations Supervisor, West Lafayette WWTP, IN*
- Interim-Superintendent of Wastewater, Sanitary District of Michigan City, IN*
- Interim Superintendent of Wastewater, Shelbyville, IN*
- Interim Superintendent of Wastewater, West Central Conservancy Dist., Avon, IN*
- WWTP Expansion Project, Monticello, IN*
- Wastewater Treatment Plant Expansion Project, Monon, IN*

*Experience prior to Burke

BURKE

JENNY MILLER, PE

PRINCIPAL IN CHARGE | BURKE

Jenny draws on more than 30 years of experience in the engineering world in her role as the director of Burke's Lafayette office. She is passionate about creating safe, beautiful spaces for our communities that are also sustainable for the long term. Before joining Burke, Jenny served as the city engineer and public works director in Lafayette, leading a variety of projects ranging from drainage and streetscape improvements, to pedestrian bridges and sewer tunnels. Her public sector experience translates to a better understanding for clients' needs and a comprehensive approach to devising solutions.

REGISTRATIONS

- Professional Engineer, IN

RELEVANT EXPERIENCE

- Michigan City Sanitary District On-call:
 - Asset Management Plan
 - Sanitary Sewer Capacity Assessments
 - Sanitary Sewer Permit Reviews
 - Re-organizational Assistance to "Right Size" District staffing
 - Assist Collections Team in a Maintenance Strategy for Collection System
 - SRF Report Assistance for Rate Increase for Plant Improvements
- Citizens Energy Group Utility Stream Crossing On-call Engineering Services, Indianapolis, IN
- Vinton Woods Drainage Improvements, Lafayette, IN
- Celery Bog Outlet Improvements, Tippecanoe County, IN
- Boes Regulated Drain Two-stage Ditch, Tippecanoe County, IN
- Stormwater Capital Project Planning, Lafayette, West Lafayette, Greensburg, Westfield, and Speedway, IN

JOHN CARUSO, PE, CPESC

PROJECT ENGINEER | BURKE

John is experienced in the design of mechanical/electrical engineering projects. His experience includes pump station design, water model studies, roadway and site lighting design, SCADA system design and irrigation design. John has been the resident engineer on various potable water and sewage related pumping station projects, roadway lighting, and stormwater management projects. He regularly provides design coordination on projects with an emphasis on pumping applications including storm, sewage and potable water pump stations.

CERTIFICATIONS

- Professional Engineer, IN, IL, WI

RELEVANT EXPERIENCE (PRIOR TO BURKE)

- 111th Street Lift Station Rehabilitation, Palos Hills, IL
- Cambria Lift Station Rehabilitation, Lombard, IL
- Middle Street Lift Station, South Elgin, IL
- Edgebrook Sanitary Lift Station Rehabilitation, Wood Dale, IL
- Westwood Drive Lift Station Rehabilitation, Palos Hills, IL
- VFW Lift Station, Rochester, IN
- Flood Mitigation Project, Elmwood Park, IL
- Southwest Storm Mitigation Phase I, Elmhurst, IL
- East Main Pump Station, Lake County Public Works Department, IL

PROJECT TEAM

JD TAYLOR, PE

STRUCTURAL ENGINEER | CE SOLUTIONS

JD's impressive collection of projects encompasses numerous high-profile, large-scale, intricate structures across various industries and architectural styles. He is dedicated to working diligently, striving for continuous improvement, and upholding his principles. JD has a talent for comprehending potential difficulties in their broader context and building agreement with relevant parties. He excels as a project manager and partner, using his ingenuity to tackle engineering hurdles while prioritizing feasibility. JD is frequently commended for his proactive communication and attentiveness.

REGISTRATIONS

- Professional Engineer, IN

RELEVANT EXPERIENCE

- Fort Wayne Water Filtration Plant Structural Investigation and Repairs // Fort Wayne, IN
- St. Joseph Dam Rehabilitation // Fort Wayne IN
- Griswold Combined Sewer Relief Lift Station Upgrade // Fort Wayne, IN
- Sweetwater Pumping Station // Fort Wayne, IN
- Project Emerald Residential Tower Structural Peer Review // Fort Wayne, IN
- Effluent Pump – Structural Calculations // Fort Wayne, IN
- Outfall #61 & #62 Relief Sewer // Fort Wayne, IN
- Riverfront Development Implementation Framework // Fort Wayne, IN
- Aqua Indiana Fort Wayne WWTP – Structural Assessment of Clarifier Tank Effluent Channel // Fort Wayne, IN
- Aslan Passage Section 1 // Ft. Wayne, IN
- Three Rivers Protection and Overflow Reduction Tunnel Deep Dewatering Pump Station // Ft. Wayne, IN

GARY LADD, PE

ENGINEER | LADD ENGINEERING

Gary has more than 48 years of experience in the civil engineering field. He has performed planning, design, construction observation, and overall project management functions on a multitude of various types of civil engineering projects. He has specialized in water, wastewater, site, and drainage projects for both private sector and municipal clients. He is a past member of the City of Lebanon Utility Board.

REGISTRATIONS

- Professional Engineer, IN, OH
- LEED AP Certified

RELEVANT EXPERIENCE

- Wastewater Facilities Improvements, Advance, IN
- Wastewater Treatment Plant, Bunker Hill, IN
- Caston School Wastewater Treatment Plant Upgrade, Fulton County, IN
- Army Ammunition Facility Wastewater Treatment Plant Upgrade, Charlestown, IN
- Wastewater Treatment Plant Improvements Project, Colfax, IN
- New Wastewater Facilities (WW Collection System, Lift Stations, Treatment Plant), McCordsville, IN
- Wastewater Utilities Improvements Project, Milan, IN
- Suburban Estates Mobile Home Park Wastewater Treatment Plant Improvements Project, Noblesville, IN
- Prairic Utilities Wastewater Treatment Plan, Tipton, IN
- Wastewater Treatment Plant Improvements, Vincennes, IN

Project 1: County Home IV Wastewater Treatment Plant

Project 1 includes the expansion and improvements for the County Home IV wastewater treatment plant from its current capacity and condition to a fully updated and operational WWTP with an average daily flow capacity of 3.0-MGD. The fully functional WWTP will include adequate and complete: influent pumping, consideration of screening and grit removal requirements, a complete activated sludge system including aeration and settling to reduce organic loading, total suspended solids, and ammonia to meet NPDES requirements, considerations for phosphorus reduction (chemical and enhanced-biological reduction), considerations for potential future total-nitrogen reduction requirements, ultraviolet disinfection, post-aeration as required, flow monitoring, instrumentation and controls, sludge stabilization (digestion and storage), and other required appurtenances.

Burke understands that space for expansion on site is constrained. In reviewing the plant and suggested locations for future tanks and equipment, we considered several factors: tank placement, current available SBR technology, reusing existing infrastructure to the greatest extent possible, peak flows, and maintaining plant function during construction. The exhibit on page six reflects a potential layout for consideration. Our primary goal with this layout was to economize on tank construction and allow the existing plant to remain in operation during construction. For example, we show deepening the new aerobic digesters and storage to reduce the overall footprint. We show a single larger SBR 4-tank configuration to accommodate 2.0 MGD and keep the existing SBRs to minimize tank construction. Burke would evaluate new retrofit technologies for the existing SBRs to determine if additional treatment capacity could be attained within the current tank footprint.

Since many of the design components are unknown at this time, we used this suggested layout with our team's project experience and typical industry construction costs and timelines to estimate the design fees and construction-related fees. However, some of the key components, such as the need to expand the influent pump station, will depend on the peak flow rates which will be confirmed during design. For this reason, we carry a 30% contingency through the planning phase of the project. The table on page seven outlines our best opinion of project costs at this stage.

Based on the opinion of probable cost*, we estimate the design fee to be **\$900,000**. The estimated construction phase would include construction administration, as well as an on-site, full-time resident project representative (assumes an 18-month construction period). We estimate the fee for construction administration to be **\$348,000** and the fee for the resident project representative to be **\$792,000**.

Below is our proposed timeline from authorization to proceed.

Project Phase	Estimated Schedule
Scoping and Basis of Design	3 months
Detailed Design Plans and Specifications	6 months
Permitting (Concurrent with Bidding)	3 months
Construction Phase	18 months

**The plant design and construction administration fee were determined using the USDA Rural Development Design Fee Tables.*



BURKE

PROJECT 1 OPINION OF PROJECT COSTS

Item	Description & Preliminary Assumptions	Total Price
1	Raw Sewage Pump Station Improvements and Modifications	\$ 1,050,000
2	Headworks Improvements	\$ 450,000
3	New Sequencing Batch Reactor Complex (2-MGD)	\$ 3,980,000
4	New Effluent Structure: disinfection, post-aeration, flow monitoring	\$ 1,600,000
5	New Aerobic Digesters	\$ 2,150,000
6	Solids Handling/Dewatering Improvement	\$ 400,000
7	Chemical Building Improvements	\$ 200,000
8	Admin/Lab/Maintenance Buildings	\$ -
9	SCADA System	\$ -
10	Electrical, I&C	\$ 1,180,000
11	Site Work & Yard Piping	\$ 500,000
12	Miscellaneous Construction Costs	\$ 1,040,000
13	Mob., Demob., Bonds, & Insurance	\$ 630,000

General Note: All probable construction costs are based upon 2025 dollars and will likely increase with time. Construction materials and costs have been volatile in recent years. In providing these cost estimates, C.B.Burke Engineering has no control over the costs of labor, equipment, materials, or contractors' methods of pricing. The cost estimates were made without the benefit of final design plans and specifications and are provided on the basis of the Engineer's qualifications and experience. Burke makes no warranty, expressed or implied, as to the accuracy of such cost estimates as compared to bids or actual costs.

Subtotal¹: \$ 13,180,000
 30% Contingency: \$ 3,950,000
Opinion of Probable Construction Cost¹: \$ 17,130,000

Project 2: ASU Master Plan

Project 2 is completion of a 20-year master plan for the ASU Sanitary Sewer System including an evaluation of potential Utility growth and expansion, an Asset Management Plan (AMP) for facilities, structures, piping, and equipment owned and operated by the Utility, and a Sanitary Sewer Maintenance Plan (SSMP) for use by the Utility over the twenty-year planning period and beyond. The AMP will be developed in compliance with the Indiana Financing Authority's State Revolving Fund guidance documentation.

The master planning effort will include consideration of potential service area and physical constraints and the land use, transportation and zoning data compiled by the Tippecanoe County Area Plan Commission staff. Burke will collect information about current staff and equipment performing maintenance on the system and provide recommendations for short and long-term maintenance for the collection system infrastructure. The goal will be to make recommendations that allow the utility to be able to inspect, clean and repair the entire collection system over a rotating three-year period.

The estimated fee for Project 2 is \$65,000.

STANDARD CHARGES FOR PROFESSIONAL SERVICES

To the right are Burke's 2025 standard charges for professional services. We reserve the right to increase these rates after December 31, 2025. Charges for direct costs, such as outside copies, messengers, delivery services, and mileage, will be billed at cost plus 12%.

2025 Standard Charges for Professional Services	
Personnel	(\$/Hr)
Engineer VI	300
Engineer V	270
Engineer IV	215
Engineer III	190
Engineer I/II	160
Resource Planner V	215
Resource Planner IV	180
Resource Planner III	150
Resource Planner I/II	130
Engineering Technician IV	185
Engineering Technician III	165
Engineering Technician I/II	125
CAD II	155
CAD I	125
GIS Specialist IV	185
GIS Specialist III	185
GIS Specialist I/II	125
Environmental Resource Specialist V	215
Environmental Resource Specialist IV	190
Environmental Resource Specialist III	150
Environmental Resource Specialist I/II	130
Environmental Resource Technician	115
Administrative	100
Engineering Intern	75
Information Technician I/II	100

**Charges include overhead and profit*