

FILED
May 11, 2022
**INDIANA UTILITY
REGULATORY COMMISSION**

RESTORATION PLAN

For: *US Army Corps of Engineers- Section 404 Permit
(Nationwide Permit #12- Utility Line Crossings)*

*Indiana Department of Natural Resources
Construction in a Floodway Permit*

Project: Los Tres Grandes Sewer Line

Applicant: American Suburban Utilities, Inc.

Location: Tippecanoe County

Impacts:

AREA	TYPE	JURISDICTION	IMPACT
Cole Ditch	Perennial stream	Corps- Section 404	106 LF
Trib 1	Intermittent stream	Corps- Section 404	30 LF
Trib 2	Intermittent stream	Corps- Section 404	35 LF
Wetland A	PEM	Corps- Section 404	0.02 acres
Wetland B	PEM	Corps- Section 404	0.05 acres
Wetland C	PFO	Corps- Section 404	0.14 acres
Forested Floodway		IDNR- 312 IAC 10	2.59
Pasture Floodway		IDNR- 312 IAC 10	1.52
Non-Forested Floodway		IDNR- 312 IAC 10	3.87

1. SCOPE

American Suburban utilities, Inc., proposes the installation of a sanitary sewer line along an approximately 2.25 mile long by 100' wide (approx. 27 acre) construction area. The new sewer will serve approximately 5200 residences.

Sewer line installation will involve the excavation of an approximately 20-25' deep, by 6' wide trench, and temporary side-casting/stockpiling of spoil. Spoil pile is anticipated to be approximately 8' high by 25' wide. Pipe will be installed in trench, bedded in approximately 2' of aggregate material.

2. Impact Description

Trench cut and temporary spoil side-cast for installation of sewer line. Will result in stream crossings of Cole Ditch, Tributary 1, and Tributary 2, and three adjacent wetlands. No stockpiling will occur in wetlands.

Regulated floodway areas of the corridor will also be temporarily affected by construction activities. Tree clearing will be necessary in forested areas, including forested floodway portions.

All discharges to streams, wetlands, and regulated floodway areas are temporary. All areas will be restored to original grade and re-planted with appropriate species. See *Planting Plan* for full details.

3. Avoidance/Minimization Measures

A site investigation was conducted in July, 2013, to identify any *potential* wetlands and/or "waters of the US" within the proposed project area. The reconnaissance was conducted based on the procedures of the US Army Corps of Engineers 1987 Wetland Delineation Manual (Mid-West Regional Supplement), however, delineation of wetland boundaries was not included in the scope. The site was scouted for areas exhibiting wetland characteristics (hydrology, hydrophytic plant community, hydric soils), or other characteristics consistent with identification of "waters of the United States". A full wetland delineation was completed in August, 2013, and is included in the appendices.

Siting of the construction route was subsequently modified to avoid or minimize disturbance to any wetland, stream channel, and forested floodway areas. The current design represents the minimum impacts to water resources necessary to complete the project. All impacts are temporary.

An on-site early coordination meeting with an IDNR, Division Fish & Wildlife representative, was conducted on August 22, 2013, to discuss potential impacts and restoration alternatives in regulated floodway areas. Comments from the meeting were incorporated into final design and restoration strategy. Phone and email conversations with US Army Corps of Engineers representatives were conducted during planning stages to ensure compliance with Nationwide Permit #12 requirements.

4. Restoration Measures

Restoration of channels, wetlands, and affected floodplain areas will include:

- * Removal of all temporary fill deposits in wetlands, streams and floodplain areas.
- * Grading to return affected areas to original configuration/elevation.
- * Grading to return affected stream channels and banks to original flow conditions.
- * Grading to remove or reduce rutting incidental to construction.
- * Installation of erosion control BMP's (silt fence, check dams, diversion structures, erosion control fabric, etc. according to the approved Erosion Control Plan)
- * Permanent seeding and mulching of disturbed stream-banks and associated floodway riparian areas in the construction corridor, according to the "*Planting Plan*".
- * Reforestation of approximately 0.14 acres of forested wetlands, approximately 2.59 acres of forested floodway, according to the "*Planting Plan*".
- * Re-seeding of the approximately 1.52 acres of pasture forested floodway with grazing appropriate species, according to *Planting Plan*.
- * Re-planting of approximately 40 trees to be removed from the pasture forested floodway area, at an off-site location, according to the *Planting Plan*. Seed discussion in *Section 5* below.

5. Forested Floodway Pasture

On the northeastern end of the project corridor, the area along Cole Ditch is an active cattle pasture. Approximately 1.52 acres of this area, within the work corridor, is floodway. The area supports primarily pasture grasses, but does have large trees scattered throughout. Grazing has eliminated the understory. Approximately 40 trees will be affected by construction in this area.

As discussed with IDNR representatives, restoring/re-planting the trees in this area would be nearly impossible, as the cattle would destroy planted individuals. As such, we propose to restore the affected 1.52 acre area of pasture with appropriate herbaceous grazing species. To compensate for the loss of trees, we propose to re-plant the number of affected trees (approx. 40) at an off-site location controlled by the City of West Lafayette Parks Department.

The site is located on the north side of Cole Ditch, immediately adjacent to an area affected by the sewer line corridor, (*See Appendix 2*) much of which, lies in the floodway and floodplain fringe. The site is open for public access used for fishing in the pond, and has an existing trail system, which is planned for improvement. The City would like to plant trees to enhance the aesthetics and wildlife value of the area.

Since the affected trees at the site are large, mature individuals, we propose to replace them with 2" caliper stock, at the City property. For landscaping purposes, the City will decide final locations of the trees within the property, provided they are located within the floodway and/or floodplain fringe. Final arrangements with the City will be made upon permit issuance. Contact information is:

Joe Payne
Parks and Recreation Superintendent
jpayne@westlafayette.in.gov
(765) 775-5110, ext 5112
609 West Navajo Street
West Lafayette, IN 47906

6. Schedule

Tree clearing must occur between October 15, 2013, and March 31, 2014¹, to minimize any potential impacts to summer foraging and roosting Indiana bats.

Construction is anticipated to last approximately 18 months, beginning in approximately April, 2014. Restoration and re-planting will commence immediately following installation of sewer line.

7. Success & Monitoring

Annual Reporting

All restoration areas shall be monitored annually for a minimum of five consecutive years until the "Performance Standards" specified above have been attained. Monitoring activities shall be conducted within the same portion of the growing season each calendar year. Monitoring activities shall commence the first full growing season following installation. Annual monitoring reports will be submitted to the applicant and IDNR by December 31st of each monitoring year. Additional, informal monitoring may be necessary to track site trends and to document necessary adaptive management or maintenance actions. All mitigation monitoring shall be conducted by a qualified professional. Annual monitoring report will include:

- At least 10 photographs of vegetation
- Identification of the acres planted
- Number of stems planted
- List of species on-site, including volunteers

¹ USFWS. Range-wide Indiana Bat Protection and Enhancement Plan Guidelines. 2009.

- Estimated survival rates of planted species
- A narrative of project accomplishments
- Goals achieved
- Plans for completion of successful mitigation
- Adaptive management recommendations

Adaptive Management

If a success criterion is not met for all or any portion of the restoration areas in any year, and/or if the success criteria are not satisfied, an analysis of the cause(s) of failure will be prepared and submitted to the regulatory agencies in the annual monitoring report, indicating recommended steps for adaptive management/remedial action.

Responsibility

Preparation and submittal of required annual monitoring reports shall be the responsibility of American Suburban Utilities, Inc., or subsequent designee. American Suburban Utilities, Inc. may contract with professionals to prepare and submit monitoring reports.

Success Criteria

1. The herbaceous understory in the forested wetland mitigation area shall meet a minimum of 50% cover, the herbaceous cover of the emergent wetlands shall meet a minimum of 70% cover, the herbaceous cover in the non-forested floodway areas and pasture forested floodway areas shall meet a minimum of 80% cover, and no single species shall constitute more than 25% of the recorded herbaceous plant community.
2. Planted woody vegetation in the restoration areas shall meet a minimum of 80% survivability at the conclusion of the monitoring activities.
3. At the conclusion of the monitoring period, the restoration areas shall contain less than 10% aerial coverage of any combination of the following invasive/nuisance species: Reed Canarygrass (*Phalaris arundinacea*) and/or Cattail (*Typha latifolia*). The following species shall not be present: Common Reed (*Phragmites australis*), Purple Loosestrife (*Lythrum salicaria*), Eurasian Water Milfoil (*Myriophyllum spicatum*) Autumn Olive (*Elaeagnus umbellate*) Russian Olive (*Elaeagnus angustifolia*), Multiflora Rose (*Rosa multiflora*), and Honeysuckle (*Lonicera maackii*, *L. morrowii*, *L. tatarica*)

4. At the conclusion of the monitoring period, the restoration areas shall contain less than 10% aerial coverage of any combination of open water and/or bare ground.

8. Planting Plan

Mix A- Herbaceous Understory Seed Mix

For use in forested wetland and floodplain areas that have been temporarily disturbed within the work corridor; approximately 0.14 acres of PFO Wetland C, and approximately 2.59 acres of forested floodway.

Forested Wetland Mix- Spence Restoration Nursery, Inc.	
Common Name	Scientific Name
Tall Brome	<i>Bromus latiglumis</i>
Franks Sedge	<i>Carex frankii</i>
Spreading Oval Sedge	<i>Carex normalis</i>
Pointed Oval Sedge	<i>Carex tribuloides</i>
Fox Sedge	<i>Carex vulponoidea</i>
Common Wood Reed	<i>Cinna arundinacea</i>
Fowl Manna Grass	<i>Glyceria striata</i>
Bottlebrush Grass	<i>Hystix patula</i>
Riverbank Wild Rye	<i>Elymus riparius</i>
Virginia Wild Rye	<i>Elymus virginicus</i>
Wingstem	<i>Actinomeris alternifolia</i>
Side-Flowering Aster	<i>Aster latteriflorus</i>
Panicled Aster	<i>Aster simplex</i>
False Sunflower	<i>Heliopsis helianthoides</i>
Great Blue Lobelia	<i>Lobelia siphilitica</i>
Smooth Penstemon	<i>Penstemon calusosus</i>
Branched coneflower	<i>Rudbeckia triloba</i>
Green-Headed Coneflower	<i>Rudbeckia lacinata</i>
Cupplant	<i>Silphium perfoliatum</i>
Late Goldenrod	<i>Solidago gigantea</i>
Shaded species are included on the IDNR approved list of <i>Herbaceous Riparian Vegetation</i>	
86% grass/sedge/rush – 14% forb mix... by weight	Plant at 7 lbs/acre
Additional Nurse Species:	
Oats	<i>Avena sativa</i> ... 25 lbs/acre
Annual Rye	<i>Lolium multiflorum</i> ... 8 lbs/acre

Mix B- Trees/Shrubs

For use in forested wetland and floodplain areas that have been temporarily disturbed within the work corridor; approximately 0.14 acres of PFO Wetland C, and approximately 2.59 acres of forested floodway.

3-Gallon Container Stock on 12' x 12' spacing (302 stems per acre).

Common Name	Scientific Name	Wetland Indicator	#
Medium-Large Canopy Trees			
Black Walnut	<i>Juglans nigra</i>	FACU	68
Bur Oak	<i>Quercas macrocarpa</i>	FAC	68
Pin Oak	<i>Quercas palustris</i>	FACW	68
Shellbark Hickory	<i>Carya laciniosa</i>	FACW	71
Chinkapin Oak	<i>Quercas muehlenbergii</i>	FACU	68
Hackberry	<i>Celtis occidentalis</i>	FAC	71
Understory Trees			
Ironwood	<i>Carpinus caroliniana</i>	FAC	68
Paw-Paw	<i>Asimna triloba</i>	FAC	68
Shrubs (275 total)			
Common Elderberry	<i>Sambucus canadensis</i>	FACW	68
Gray Dogwood	<i>Cornus racemosa</i>	FACW-	71
Spicebush	<i>Lindera benzoin</i>	FACW-	68
Common Winterberry	<i>Ilex verticillata</i>	FACW	68
2.73 acres		TOTAL	825

Mix C- Emergent Wetland Seed Mix

For use in emergent wetland areas that have been temporarily disturbed within the work corridor; approximately 0.02 acres of PEM Wetland A, and approximately 0.05 acres of PEM Wetland B.

Potential Source: Cardno-JF New Nurseries, Inc. (574) 586-2412

Emergent Wetland Seed Mix- (or comparable)		
Common Name	Scientific Name	Oz./Acre
Permanent Grasses/Sedges/Rushes:		
Bristly Sedge	<i>Carex comosa</i>	2.50
Common Lake Sedge	<i>Carex lacustris</i>	0.25
Bottlebrush Sedge	<i>Carex lurida</i>	4.00
Brown Fox Sedge	<i>Carex vulpinodea</i>	6.00
Blunt Spike Rush	<i>Eleocharis ovata</i>	1.00
Rice Cut Grass	<i>Leersia oryzoides</i>	3.00

Common Rush	<i>Juncus effusus</i>	1.00
Hard-stemmed Bulrush	<i>Scirpus acutus</i>	2.50
Chairmaker's Rush	<i>Scirpus pungens</i>	4.00
Great Bulrush	<i>Scirpus validus</i>	6.00
	Total:	30.25
<i>Temporary Cover:</i>		
Common Oat	<i>Avena sativa</i>	360.00
Annual Rye	<i>Lolium multiflorum</i>	100.00
	Total:	460.00
<i>Forbs:</i>		
Sweet Flag	<i>Acorus calamus</i>	0.50
Water Plantain (Various Mix)	<i>Alisma spp.</i>	2.00
Swamp Milkweed	<i>Asclepias incarnata</i>	1.50
Buttonbush	<i>Cephalanthus occidentalis</i>	0.50
Swamp Loosestrife	<i>Decodon verticillatus</i>	0.50
Spotted Joe-Pye Weed	<i>Eupatorium maculatum</i>	0.50
Rosemallow (Various Mix)	<i>Hibiscus spp.</i>	3.00
Blue Flag	<i>Iris virginica</i>	6.00
Cardinal Flower	<i>Lobelia cardinalis</i>	0.25
Great Blue Lobelia	<i>Lobelia siphilitica</i>	1.50
Common Water Horehound	<i>Lycopus americanus</i>	0.25
Monkey Flower	<i>Mimulus ringens</i>	1.00
Arrow Arum	<i>Peltandra virginica</i>	16.00
Ditch Stonecrop	<i>Penthorum sedoides</i>	0.50
Pinkweed (Various Mix)	<i>Polygonum spp.</i>	0.50
Pickereel Weed	<i>Pontederia cordata</i>	10.00
Common Arrowhead	<i>Sagittaria latifolia</i>	2.00
American Bur Reed	<i>Sparganium americanum</i>	1.00
Common Bur Reed	<i>Sparganium eurycarpum</i>	4.00
Blue Vervain	<i>Verbena hastata</i>	1.00
	Total:	36.94
100% grass/sedge mix... by weight (native)		
Plant at a rate of 33.92 lbs/acre (sold in 1 acre & ¼ acre increments)		

Mix D- Riparian Buffer Seed Mix

For use in agricultural portions non-forested floodway and pasture forested floodway areas that have been temporarily disturbed within the work corridor; approximately 1.85 acres of non-forested floodway, and approximately 1.52 acres of pasture forested floodway.

NRCS Filter Strip Mix (See attached NRCS FOTG Specification)
3.37 acre planting area

SPECIES	TYPE	RATE (PLS lb/Ac)
Orchardgrass	Grass	8
Timothy	Grass	1
Red Clover	Legume	4

Mix E- Slope Stabilization Seed Mix

For use on: re-constructed stream channel banks and incidental areas at crossings of Cole Ditch, Trib 1, and Trib 2. (approx. 0.25 acres)

Potential Source: Cardno-JF New Nurseries, Inc. (574) 586-2412

Slope Stabilization Mix- (or comparable)		
Common Name	Scientific Name	Oz./Acre
Big Bluestem	Andropogon gerardii	48
Side-Oats Grama	Bouteloua curtipendula	32
Rough-Clustered Sedge	Carex sparganioides	4
Canada Wildrye	Elymus canadensis	32
Switchgrass	Panicum virgatum	8
Little Bluestem	Schizachyrium scoparium	32
Indian Grass	Sorghastrum nutans	32
<i>Temporary Nurse Species:</i>		
Oats	Avena sativa...	32 lbs/acre
Annual Rye	Lolium multiflorum...	14.9 lbs/acre
100% grass/sedge mix... by weight (native)		
Plant at a rate of 33.92 lbs/acre (sold in 1 acre & ¼ acre increments)		

Mix F- Off-Site Trees

For use in 1.52 acres of City of West Lafayette Parks Department property

2" Caliper Container Stock planted along Cole Ditch at locations to be determined by property owner.

Common Name	Scientific Name	Wetland Indicator	#
Medium-Large Canopy Trees			
Black Walnut	Juglans nigra	FACU	10
Bur Oak	Quercas macrocarpa	FAC	10
Pin Oak	Quercas palustris	FACW	10
Shellbark Hickory	Carya laciniosa	FACW	10
1.52 acres		TOTAL	40

Mix G- Native Seed Mix

For use in non-agricultural portions non-forested floodway a that have been temporarily disturbed within the work corridor; approximately 2 acres of non-forested floodway.

Wet-Mesic Prairie Seed Mix- (or comparable)		
Common Name	Scientific Name	Oz./Acre
<i>Permanent Grasses:</i>		
Big Bluestem	<i>Andropogon gerardii</i>	24.00
Bluejoint Grass	<i>Calamagrostis canadensis</i>	1.00
Prairie Sedge Mix	<i>Carex spp.</i>	4.00
Bottlebrush Sedge	<i>Carex lurida</i>	2.00
Virginia Wild Rye	<i>Elymus virginicus</i>	24.00
Switch Grass	<i>Panicum virgatum</i>	2.00
Red Bulrush	<i>Scirpus pendulus</i>	0.25
Indian Grass	<i>Sorghastrum nutans</i>	6.00
Prairie Cord Grass	<i>Spartina pectinata</i>	3.00
	Total:	66.25
<i>Temporary Cover:</i>		
Common Oat	<i>Avena sativa</i>	360.00
Annual Rye	<i>Lolium multiflorum</i>	100.00
	Total:	460.00
<i>Forbs:</i>		
New England Aster	<i>Aster novae-angliae</i>	0.25
White Wild Indigo	<i>Baptisia lactea</i>	0.75
Partridge Pea	<i>Chamaecrista fasciculata</i>	12.00
Sand Coreopsis	<i>Coreopsis lanceolata</i>	3.50
Tall Coreopsis	<i>Coreopsis tripteris</i>	3.00
Illinois Tick Trefoil	<i>Desmodium illinoiense</i>	0.50
Broad-Leaved Coneflower	Purple <i>Echinacea purpurea</i>	3.50
Rattlesnake Master	<i>Eryngium yuccifolium</i>	2.00
Sneezeweed	<i>Helenium autumnale</i>	2.50
Saw-Tooth Sunflower	<i>Helianthus grosseserratus</i>	0.50
Round-Headed Bush Clover	<i>Lespedeza capitata</i>	1.50
Marsh Blazing Star	<i>Liatris spicata</i>	1.00
Wild Lupine	<i>Lupinus perennis</i>	0.25
Wild Bergamot	<i>Monarda fistulosa</i>	1.00
Wild Quinine	<i>Parthenium integrifolium</i>	1.00
Obedient Plant	<i>Physostegia virginiana</i>	0.25
Common Mountain Mint	<i>Pycnanthemum virginianum</i>	1.00
Yellow Coneflower	<i>Ratibida pinnata</i>	5.00
Black-Eyed Susan	<i>Rudbeckia hirta</i>	5.50
Wild Golden Glow	<i>Rudbeckia laciniata</i>	1.00
Sweet Black-Eyed Susan	<i>Rudbeckia subtomentosa</i>	0.50
Rosin Weed	<i>Silphium integrifolium</i>	1.00
Compass Plant	<i>Silphium laciniatum</i>	2.00
Cup Plant	<i>Silphium perfoliatum</i>	3.00
Prairie Dock	<i>Silphium terebinthinaceum</i>	6.00
Early Goldenrod	<i>Solidago juncea</i>	0.25
Stiff Goldenrod	<i>Solidago rigida</i>	1.00

Rough Goldenrod	<i>Solidago rugosa</i>	0.25
Common Spiderwort	<i>Tradescantia ohioensis</i>	1.25
Ironweed (Various Mix)	<i>Vernonia spp.</i>	3.00
Culver's Root	<i>Veronicastrum virginianum</i>	0.25
Golden Alexanders	<i>Zizia aurea</i>	0.50
	Total:	65.00
100% grass/sedge mix... by weight (native)		
Plant at a rate of 36.95 lbs/acre (sold in 1 acre & ¼ acre increments)		

TREES/SHRUBS:

(Recommended Planting Dates: March 15 – June 30, October 1 – November 30)

Trees & shrubs should be spaced approximately 12' apart for 3 gallon container stock, and no closer than 20' apart for the 2" caliper trees. Place species randomly, avoiding clustering more than 3 individuals of the same species. Alternate a shrub between every two trees.

- Prepare hole slightly larger than the root mass diameter.
- Loosen or prune any spiraling roots.
- Place the tree in the hole wherein the root collar is no deeper than ½ inch below the ground line.
- Backfill loose soil around the root mass and firmly pack to eliminate air pockets.
- Do not plant when soil is excessively wet or frozen.
- A support stake may be warranted if the tree is tall or in an exposed site.
- Keep the root mass moist at all times.
- Plant so the main stem is vertical.

SEED:

Site Preparation: Use appropriate equipment to level disturbed area and return to original grade. Avoid compaction by placing equipment on mats to access wet or moist areas.

Seed Prep: Thoroughly mix your seed prior to planting as many of the heavier seeds may have settled during shipping. Mixing seed with an inert carrier (such as sawdust, sand, vermiculite, etc.) at a rate of 10 parts carrier to 1 part seed is recommended.

Planting: Broadcast seed mix evenly over the planting area. Rake, roll, or compact the seed to cover approximately 1/8 -1/4 inch. Do not roll if soil conditions are saturated. Application of fertilizer is not recommended. Apply light oat or wheat straw mulch, so that some of the soil is visible through the mulch. To avoid weed contamination, do not use hay mulch. Water thoroughly if site conditions are dry and no rain is expected within 48 hours.

Additional Considerations

A minimum of 10 species suitable to the region of Indiana where the project is located should be selected from the IDNR Woody Riparian Vegetation list

A minimum of 5 canopy tree species
no more than one maple, at least one hickory, and at least two oak species should be selected

A minimum of 5 understory trees and shrub species (no more than one of each species planted per 50 foot radius to prevent species clumping)

The tree to shrub ratio should be 2:1 to avoid an overly dense understory layer

A minimum of 10 percent of the total number of trees planted should be oak and hickory species

No single species should comprise more than 20 percent of the total number of trees and shrubs planted within the mitigation area

Selected species must be planted in approximately equal numbers with regard to seedlings

Trees and shrubs should be planted in a random manner with regard to species composition (observing that species are also planted according to their wetland indicator status) to simulate natural stocking conditions

Trees and shrubs should be planted no further than 10 feet from the proposed project limits (e.g. fence, access road) to allow for canopy closure over time

Species with an indicator status of FAC-, FACU-, FACU, or FACU+ should be planted in the floodway farthest from the stream channel

Species with an indicator status of FAC, FAC+, FACW-, FACW, FACW+ should be planted in the floodway closest to the stream channel

Species with an indicator status of OBL should be planted only in the wettest areas of the floodway

All plants and seed will be obtained from nurseries run by Indiana DNR or commercial sources within American National Standards Institute (ANSI) Plant Hardiness Zones 4, 5, or 6.

All plant material will be kept moist during transportation and storage.

Plant material will not be subjected to freezing, drying, or excessive warming.

Only the number of saplings that can reasonably be planted during a single day may be removed from storage. They shall be kept moist at all times.

Saplings shall be planted during the period from September 15 to December 15 or until the ground has frozen or after March 1 or when the frost leaves the ground in spring to June 1.

Saplings shall be planted in accordance with sound horticultural practices, including proper planting depth and soil compaction following planting.

Saplings shall be planted so the root collar is no deeper than ½ inch below the ground surface.

Roots will not be forced into an improper planting hole, which would restrict their ability to grow and support the saplings thereby reducing the overall survival rate.

All planting should be in accordance with INDOT Specifications Section 622 – Planting Trees, Shrubs, and Vines.

The planting area shall be mowed to a height of 6 inches or less as necessary to provide a suitable planting area generally free of vegetative competition no longer than ten days before the saplings are planted.

Avoid a plantation grid if at all possible.

Plant shrubs between the trees (5 or 6 feet apart within and between each row, depending on tree spacing) however not every space between each tree will have a shrub planted if the 2:1 tree to shrub ratio is followed.

The use of mulching blankets, erosion control blankets, or turf-reinforcement mats helps vegetation become established and reduces erosion during establishment.

The use of fertilizers is not recommended as it often benefits weedy species.

To help protect a mitigation site from unintended disturbance, “Do Not Mow or Spray” or other mitigation information signs should be erected around the perimeter.

When planting trees as part of mitigation, periodic maintenance may be needed to select and maintain the desired species composition. During the first few years after establishing the mitigation plantings, mowing when weed growth reaches 12 to 18 inches or mulching around the base of the trees can control weeds and enhance the establishment of trees and shrubs.

Tilling around trees should be avoided and herbicides should only be used if they are labeled for safe use near water.

In areas with high deer density, maintaining taller weeds may prevent seedlings from being eaten, even though growth may be slower as a result of competition with the weeds.

See the Tree and Shrub Coverts Habitat Management Fact Sheet for further information on tree and shrub selection, planting, and maintenance (www.in.gov/dnr/fishwild/hunt/facts.htm).

Tall fescue (all varieties) is toxic to wildlife and most other plant life, including seedling trees and cannot be part of any seed mixture in a planting plan or forest mitigation. The seed mix will not include any non-native or invasive species.

When seeding along a slope of 3:1 or steeper, erosion control mats or similar product should be used to provide immediate erosion control and help the vegetation become established. Use biodegradable materials when conditions allow.

Preparation of the ground before seeding shall be completed in accordance with Section 621.03 of the INDOT Standard Specifications.

The restoration planting area within the forested floodway will be seeded following the completion of the grading operation.

Areas seeded with a forested floodway planting mix shall be seeded and mulched with a straw mulch in accordance with Section 621.05 of the INDOT Standard Specifications.

Seed may be applied as a total mix or in several passes if certain species are not compatible during mixing and/or application.

Sand or other approved material may be used as filler to facilitate seeding.

Fertilizer or amended fillers are not to be used.

Seed may be drilled or sliced into the seedbed, or broadcast mechanically or by hand.

Seeding areas that are broadcast seeded require light raking to insure adequate seed-to-soil contact. Seed will not be placed more than 1/8 (0.125) inch deep.

Seed that is hand broadcast will be distributed uniformly onto the seedbed.

It is recommended the contractor purchase seed from a source that has treated the seed in accordance with appropriate horticultural means prior to delivery. Some seed such as legumes require scarification. Other seed requires exposure to cold temperature, called stratification.

Areas requiring a temporary seed mix will be seeded with Seed Mix T (Appendix E) in accordance with Section 621.06(f) of the INDOT Standard Specifications following the completion of the grading operation.

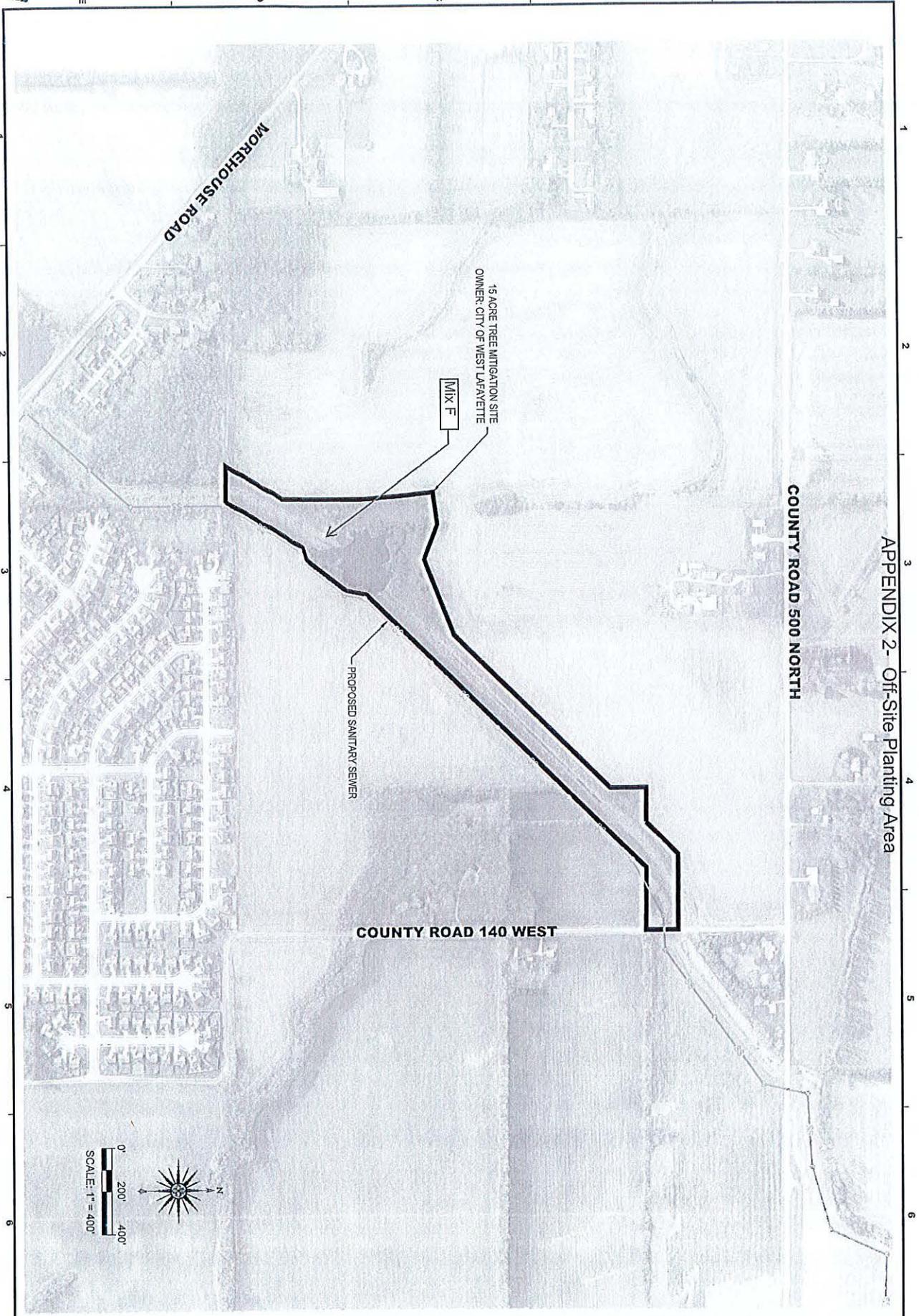
Redtop, timothy, and annual rye are other acceptable temporary species, although redtop and timothy should be used in limited amounts and only in conditions acceptable to the DNR biologist.

INDOT seed mixes R, U, Seed mixture grass types 1 and 2, and Seed mixture legume types 1 and 2 are not acceptable for use anywhere within the floodway.

INDOT seed mixes are not to be used in any mitigation plantings. Seed mixes for use in mitigation plantings must follow the guidelines for native herbaceous seed mixes.

9. Appendices

- (1) Planting Map
- (2) Off-Site Planting Location Map
- (3) NRCS Filter Strip Mix (NRCS FOTG Specification)



APPENDIX 2- Off-Site Planting Area

TREE MITIGATION 1	PROJECT:	13046	DATE:	10/31/2013
	DRAWING FILE:	13046 MITIGATION SITE.DWG		
	CHECKED BY:	—	DRAWN BY:	JRF

LOS TRES GRANDES
 AMERICAN SUBURBAN UTILITIES
 3350 WEST 250 NORTH
 WEST LAFAYETTE, IN 47905



105 NORTH 10TH STREET
 LAFAYETTE, INDIANA
 phone: (765) 742-1939
 fax: (765) 742-1956
 www.tbirddesign.com

NATURAL RESOURCES CONSERVATION SERVICE
CONSERVATION PRACTICE STANDARD

Filter Strip

(Ac.)

Code 393

DEFINITION

A strip or area of herbaceous vegetation that removes contaminants from overland flow.

PURPOSES

- Reduce suspended solids and associated contaminants in runoff.
- Reduce dissolved contaminant loadings in runoff.

CONDITIONS WHERE PRACTICE APPLIES

Filter strips are established where environmentally-sensitive areas need to be protected from sediment, other suspended solids and dissolved contaminants in runoff.

CRITERIA

General Criteria Applicable to All Purposes

Use of this standard will comply with all applicable federal, state, and local laws and regulations.

Native plant species will be used whenever possible. Known invasive species will not be used.

Overland flow entering the filter strip shall be uniform sheet flow.

Concentrated flow shall be dispersed before it enters the filter strip.

The maximum gradient along the leading edge of the filter strip shall not exceed one-half of the up-and-down hill slope percent, immediately upslope from the filter strip, up to a maximum of 5%. Filter strips

Conservation practice standards are reviewed periodically, and updated if needed. To obtain the current version of this standard, contact the Natural Resources Conservation Service State Office, or download it from the Field Office Technical Guide for your State.

shall not be used as a travel lane for equipment or livestock.

Prevent erosion where filter strips outlet into streams or channels.

The filter strip will be designed to have a 10-year life span, following the procedure in the national NRCS Agronomy Technical Note No. 2 (Using RUSLE2 for the Design and Predicted Effectiveness of Vegetative Filter Strips (VFS) for Sediment), based on the sediment delivery in RUSLE2 to the upper edge of the filter strip and ratio of the filter strip flow length to the length of the flow path from the contributing area.

Vegetation. The filter strip will be established to permanent herbaceous vegetation as found in Table 1 or the Indiana Seeding Tool.

Selected species will have stiff stems and a high stem density near the ground surface and will be:

- able to withstand partial burial from sediment deposition and
- tolerant of herbicides used on the area that contributes runoff to the filter strip.

Site preparation and seeding or planting requirements will follow the Indiana Seeding Tool guidelines.

Table 1. Suitable Seeding Mixtures.

Select one grass mix and add one legume at the rate indicated or two legumes at half the rate. Forbs can be added if desired for extra wildlife benefits.	
Grass Mix	Rate (PLS lb/Ac)
Switchgrass	8
Redtop	0.5
Orchardgrass	5
Low Endophyte Tall Fescue	10
Orchardgrass	8
Timothy	1
Orchardgrass	6
Redtop	2
Tall Fescue ^{1/}	15
Smooth Brome	8
Legumes	Rate (PLS lb/Ac)
Annual Lespedeza (common, kobe or marion) ^{2/}	4
Red Clover	4
Alsike Clover	1.5
White Clover	1
Alfalfa	5

^{1/} Tall Fescue should only be used for sites where erosion control is a concern, or for grazing management or where other species are not adapted or will not be successful.

^{2/} Use South of US 40.

Additional Criteria to Reduce Suspended Solids and Associated Contaminants in Runoff

The minimum flow length through the filter strip shall be 20 feet.

The filter strip will be located immediately downslope from the source area of contaminants.

The drainage area above the filter strip shall have a slope of 1% or greater.

Additional Criteria to Reduce Dissolved Contaminants in Runoff

The criteria given in “Additional criteria to reduce suspended solids and associated contaminants in runoff” for location, drainage area and vegetation characteristics also apply to this purpose.

The minimum flow length will be 30 feet.

CONSIDERATIONS

General. Filter strip width (flow length) can be increased as necessary to accommodate harvest and maintenance equipment.

Filter strips with the leading edge on the contour will function better than those with a gradient along the leading edge.

Reducing Suspended Solids and Associated Contaminants in Runoff. Increasing the width of the filter strip beyond the minimum required will increase the potential for capturing contaminants in runoff.

Creating, Restoring or Enhancing Herbaceous Habitat for Wildlife and Beneficial Insects.

Wildlife benefits can be enhanced by:

- Increasing the width beyond the minimum required, and planting this additional area to species that can provide food and cover for wildlife. This additional width should be added on the downslope side of the filter strip.
- Adding herbaceous plant species from the Indiana (IN) Field Office Technical Guide Standard (645) Upland Wildlife Habitat Management to the filter strip seeding mix that are beneficial to wildlife and compatible for one of the listed purposes. Changing the seeding mix should not detract from the purpose for which the filter strip was established.

Maintain or Enhance Watershed Functions and Values. Filter strips can:

- enhance connectivity of corridors and non-cultivated patches of vegetation within the watershed.
- enhance the aesthetics of a watershed.
- be strategically located to reduce runoff, and increase infiltration and ground water recharge throughout the watershed.

Air Quality. Increasing the width of a filter strip beyond the minimum required will increase the potential for carbon sequestration.

PLANS AND SPECIFICATIONS

Plans and specifications will be prepared for the practice site. Plans will include the following:

- Length, width (flow path), and slope of the filter strip to accomplish the planned purpose (width refers to flow length through the filter strip).
 - Species selection and planting rates to accomplish the planned purpose with minimum percent ground/canopy cover, percent survival, stand density that constitutes successful establishment of the selected species.
 - Planting dates, care and handling of the seed to ensure that planted materials have an acceptable rate of survival.
 - A statement that only viable, high quality and regionally adapted seed will be used.
 - Site preparation sufficient to establish and grow selected species.
- If prescribed burning is used to manage and maintain the filter strip, an approved burn plan must be developed.
 - Inspect the filter strip after storm events and repair any gullies that have formed, remove unevenly deposited sediment accumulation that will disrupt sheet flow, reseed disturbed areas and take other measures to prevent concentrated flow through the filter strip.
 - Apply supplemental nutrients as needed to maintain the desired species composition and stand density of the filter strip.
 - Periodically re-grade and re-establish the filter strip area when sediment deposition at the filter strip-field interface jeopardizes its function. Reestablish the filter strip vegetation in these regraded areas, if needed.
 - If grazing is used to harvest vegetation from the filter strip, the grazing plan must insure that the integrity and function of the filter strip is not adversely affected.

OPERATION AND MAINTENANCE

Any plant species, whose presence or overpopulation may jeopardize this practice, will be controlled. Spraying or other control methods will be performed on a "spot" basis to protect forbs/legumes that benefit native pollinators and other wildlife.

An operation and maintenance plan will be provided to and reviewed with the landowner. The plan will include the following items and others as appropriate.

- For the purposes of filtering contaminants, permanent filter strip vegetative plantings shall be maintained as appropriate to encourage dense growth, maintain an upright growth habit and remove nutrients and other contaminants that are contained in the plant tissue.

REFERENCES

- Dillaha, T.A., J.H. Sherrard, and D. Lee. 1986. Long-Term Effectiveness and Maintenance of Vegetative Filter Strips. VPI-VWRRRC Bulletin 153.
- Dillaha, T.A., and J.C. Hayes. 1991. A Procedure for the Design of Vegetative Filter Strips: Final Report Prepared for U.S. Soil Conservation Service.
- Foster, G.R. Revised Universal Soil Loss Equation, Version 2 (RUSLE2) Science Documentation (In Draft). USDA-ARS, Washington, DC. 2005.
- Renard, K.G., G.R. Foster, G.A. Weesies, D.K. McCool, and D.C. Yoder, coordinators. 1997. Predicting Soil Erosion by Water: A Guide to Conservation Planning with the Revised Universal Soil Loss Equation (RUSLE). U.S. Department of Agriculture. Agriculture Handbook 703.



DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, LOUISVILLE
CORPS OF ENGINEERS
INDIANAPOLIS REGULATORY OFFICE
8902 OTIS AVENUE, SUITE S106B
INDIANAPOLIS, INDIANA 46216
FAX; (317) 547-4526
<http://www.lrl.usace.army.mil/>
November 13, 2013

Operations Division
Regulatory Branch (North)
ID No. LRL-2013-988-sjk

Mr. Scot Lods
American Suburban Utilities
3350 West 250 North
West Lafayette, Indiana 47906

Dear Mr. Lods:

This is in regard to your application dated November 7, 2013, requesting a Department of the Army permit to authorize the proposed installation of the Los Tres Grandes regional sewer line and dewatering dikes that would result in the temporary discharge of fill material into a total of 171 linear feet of Cole Ditch and its two tributaries and 0.21 acre of adjacent wetland. All temporary fill would be removed and the sites restored to pre-construction conditions per the submitted restoration plan. The project is located in Sections 30 and 36, Township 24 North, Range 5 West, West Lafayette, Tippecanoe County, Indiana. We have reviewed the submitted data relative to Section 404 of the Clean Water Act.

We have determined that the placement of fill associated with the sewer installation and temporary dewatering is authorized under the provisions of our Nationwide Permit (NWP) 33 CFR 330 (12) for Utility Line Activities as published in the Federal Register on February 21, 2012. We do require compliance with the enclosed Terms and General Conditions of the NWP, the Water Quality Certification issued by the Indiana Department of Environmental Management (IDEM) dated April 5, 2012, and the following Special Condition:

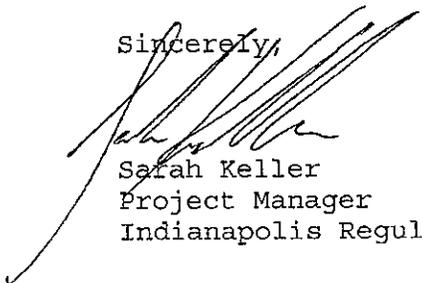
1. To avoid adverse effects to the Indiana bat, Avoid tree clearing during the Indiana Bat roosting season, between April 1 and September 30.

This verification is valid until March 18, 2017. The enclosed Compliance Certification should be signed and returned upon completion of the project.

Attached to this NWP verification is a preliminary jurisdictional determination (JD), a Notification of Appeal Process (NAP) fact sheet, and Request for Appeal (RFA) form. However, a preliminary jurisdictional determination is not appealable and impacting "waters of the U.S." identified in the preliminary JD will result in you waiving the right to request an approved JD at a later date. An approved JD may be requested (which may be appealed), by contacting me for further instruction.

If you have any questions concerning this matter, please contact me, by writing to the above address, emailing Sarah.J.Keller@usace.army.mil, or by calling 317-543-9424. Any correspondence should reference our assigned Identification Number LRL-2013-988-sjk.

Sincerely,



Sarah Keller
Project Manager
Indianapolis Regulatory Office

Enclosures

Copy Furnished: IDEM (Groce)
(w/o encl) AquaTerra Consulting



INDIANA - CORPORATE
 4620 S. County Road 600 East
 Plainfield, Indiana 46168

OHIO
 4041 North High Street
 Suite 402 C
 Columbus, Ohio 43214

317.838.9810 phone
 317.838.9855 fax

contact@williamscreekmgt.net
 www.williamscreekmgt.com

NATURAL RESOURCE CONSTRUCTION

28 November 2016

Mr. John Huggins
 American Suburban Utilities
 330 West 250 North
 West Lafayette, IN 47905

Job Description: Los Tres Grandes Sewer Line – Tree Mitigation
 West Lafayette, Tippecanoe County, Indiana

Base Bid: Schedule of Values

<u>Phase</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
1	Mitigation Tree/Shrub Planting (Mix B) - PFO Wetland C (0.14 AC) and Forest Floodway (2.59 AC)	1	LS	\$28,710.00	\$28,710.00
2	Post Construction Report/As-Built Survey	1	LS	\$2,840.00	\$2,840.00
3	Year One (1) Monitoring and Reporting (2017)	1	LS	\$5,460.00	\$5,460.00
4	Year Two (2) Monitoring and Reporting (2018)	1	LS	\$4,940.00	\$4,940.00
5	Year Three (3) Monitoring and Reporting (2019)	1	LS	\$4,940.00	\$4,940.00
6	Year Four (4) Monitoring and Reporting (2020)	1	LS	\$4,940.00	\$4,940.00
7	Year Five (5) Monitoring and Reporting (2021)	1	LS	\$4,940.00	\$4,940.00
9	Year One (1) Maintenance and Preservation (2017)	1	LS	\$4,370.00	\$4,370.00
10	Year Two (2) Maintenance and Preservation (2018)	1	LS	\$4,490.00	\$4,490.00
11	Year Three (3) Maintenance and Preservation (2019)	1	LS	\$4,620.00	\$4,620.00
12	Year Four (4) Maintenance and Preservation (2020)	1	LS	\$4,750.00	\$4,750.00
13	Year Five (5) Maintenance and Preservation (2021)	1	LS	\$4,880.00	\$4,880.00
Total Estimated Cost					\$79,880.00

Alternate Costs:

2" Caliper Trees (Budget)	40	EA	\$415.30	\$16,612.00
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Mitigation Tree and Shrub Planting (Mix B) Includes:

Mobilization	1	LS		
Construction Layout	1	LS		
3 - Gallon Container Shrubs & Trees	825	EA		
No Mow, No Spray Signs (~ 200 LF Perimeter Spacing)	22	EA		

"Rebuilding our Natural Environment"

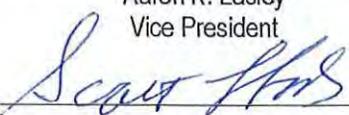
Bid Based: Drawing: Los Tres Grandes – Tree Mitigation
Dated: October 31, 2013
Architect/Engineer: TBIRD Design Services Corporation
Sheets: Wetlands & Floodway Impacts 1, Tree Mitigation 1

Stipulations of WCMC's Bid:

1. This estimate will expire 60 days from the above date.
2. Only items specifically referenced above are included. If items are not referenced, the OWNER should request clarification as to inclusion in the project.
3. Bid includes 1 mobilization(s) for all work described in Phase I of the above schedule of values; additional mobilization(s) will be performed at the unit rate of \$500.00 per event.
4. Construction Engineering includes boundary staking and tree locations in Mix B ONLY.
5. Bid Includes all required maintenance and monitoring as required by the permits set forth for this project.
6. Bid includes "No Mow, No Spray" signage delineating Mix B planting areas ONLY.
7. Williams Creek has provided an Alternate Cost for 2" caliper tree installation; however, final pricing cannot be determined until final planting locations are determined by the OWNER.
8. Bid does not include any grading, seeding, erosion control and/or restoration of disturbed areas described in the restoration plan.
9. Bid does not include prevailing wage rates.

This estimate is for completing the job as described above. It is based on Williams Creek Management Corporation's ("WCMC") evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen or adverse weather conditions occur after the work has started. Acceptance of this bid shall constitute a valid notice of WCMC to proceed with the Work schedule. WCMC's actual Work performance is subject to the Finalized Contract Documents and approved General Terms and Conditions.

Submitted by:  _____ Date: 11/28/2016
Aaron K. Lasley
Vice President

Accepted by:  _____ Date: 17-JAN-17



KOKOPELLI
Asphalt Maintenance

May 6, 2022

To Whom It May Concern

On March 29, 2022, we sent a letter regarding American Suburban Utilities. This letter stated:

“On March 20, 2020, Kokopelli LLC was called in by American Suburban Utilities to a collapsed sewer located at: 3725 US 52 W. West Lafayette, IN 47906...”Please accept this follow-up letter as a correction for our date errors.

It should read, "On January, 20, 2020 Kokopelli LLC was called-in by American Suburban Utilities”.

It also stated “By March 25, 2020, we were able to contain the inflow...”. That month should read “By January 25, 2020...”

If you have any further questions, please feel free to contact us.

Jeff Bush
President

A handwritten signature in black ink, appearing to read 'JBush', is written over the printed name and title.



KOKOPELLI
Asphalt Maintenance

2889 Harding Rd. P (765) 479-2393
Lafayette, IN 47905 F (765) 296-7468

01/04/2022

Invoice
Page 1 of 73

Cause No. 45649-U
Attachment AAM-R15
Page 1 of 1

Due Upon Receipt

Date	Invoice #
2/20/2020	402

BILL TO
American Suburban Utilities
3350 W. 250 N.
West Lafayette, IN 47906
inbox@asucorp.com

JOB LOCATION

3725 US 52

Rep	P.O. No.

Description	Amount
TP	365.00
est Side Tractor - Excavator Rental	3,553.11
ench box	11,877.00
eel shoring plate	3,255.00
stone	4,536.00
stone	8,970.00
3 stone	1,845.00
and	1,011.00
rucking	1,222.00
ac Truck camera	16,838.00
ignage and fuel	2,226.00
abor	26,974.00
Total	\$82,672.11
Payments/Credits	\$0.00
Balance Due	\$82,672.11















OUCC DR 13-20

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

Cause No. 45649-U

Information Requested:

Reference the one-page invoice from Kokopelli Asphalt Maintenance provided in response to DR 1-14. Please answer or provide the following:

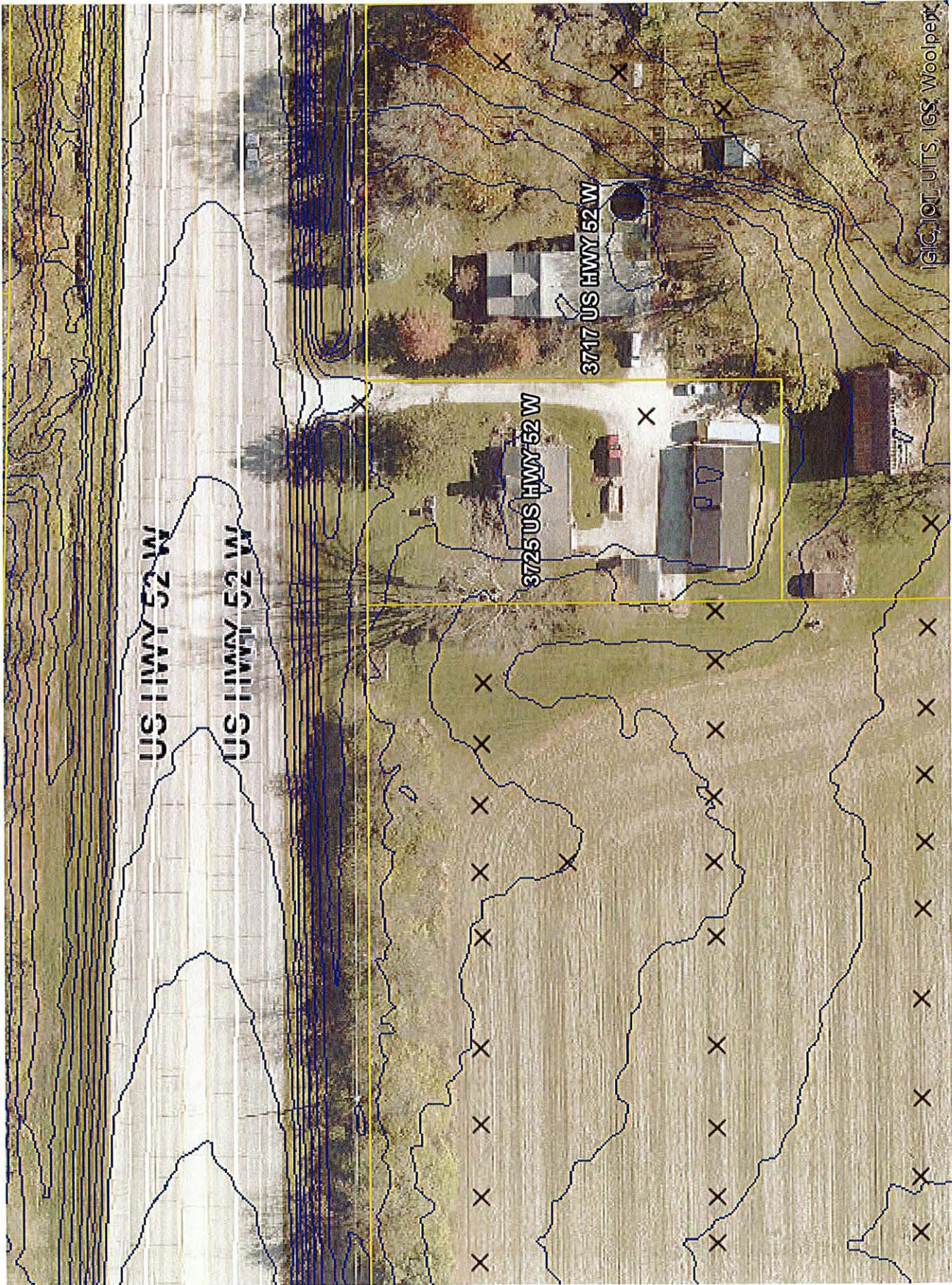
- a. Specific sewer repair location (e. g. address, sewer segment, between which manholes).
- b. Type of sewer repaired (pipe type, diameter, depth, year installed)
- c. Cause of the sewer failure
- d. Was this sewer segment televised in the last seven years? If so, please state the dates it was televised, who conducted televising, and provide a copy of the report.
- e. Who from ASU oversaw the repair work by Kokopelli and approved the Kokopelli invoice?
- f. Was bypass pumping or wastewater hauling needed? If so, state who performed these tasks.
- g. Are ASU Field Maintenance staff trained, equipped, and capable of sewer repair work such as the Kokopelli repair or does ASU contract sewer repairs with outside firms?
- h. Cost support for the \$11,877 trench box charge.
- i. Does ASU have an on-call or standard agreement in place with Kokopelli for sewer repairs?
- j. Any document including any written communication between ASU and Kokopelli pertaining to the one-page invoice or the services provided or to be provided including, but not limited to, scope of services and discussion of cost for the project.

Information Provided:

- a. The repair location was 3725 US 52, approximately 20 l.f. south of the south edge of pavement of US 52 and at the low end of the toe of slope approximately 10-feet below the pavement surface.
- b. The existing line was 14-inch diameter clay pipe approximately 15' deep and constructed in the 1960's.

- c. To the best of ASU's knowledge, the pipe failure was a collapse caused by loss of structural integrity due to aging. To the best of our knowledge, there was no single incident leading directly to the collapse.
- d. ASU believes that the line may have been televised at some time prior to the collapse, however no record can be located.
- e. The work was overseen on-site by Eric Klopfenstein and Kenyon Coleman with direction from Scott Lods. The invoice was approved through regular procedure with final sign-off by Scott Lods.
- f. The repair required 24-hour bypass pumping and ASU staff monitoring of same for a period of approximately one week. This was overseen by Eric Klopfenstein and Kenyon Coleman with assistance as needed from other ASU field personnel.
- g. Due to the complexity of this particular sewer collapse (i.e. proximity to a major highway, location below the toe of slope of that highway, depth of the sewer, criticality of the sewer to maintain operations for a large segment of ASU's customers, and the need for 24-hour bypass pumping) it was decided to contract the actual sewer repair to an underground contractor and utilize ASU staff for the operation of the bypass system.
ASU staff is equipped and capable of completing other less complicated and critical sewer repairs.
- h. ASU did not ask for support for money on the trench box but did intercede and thought its cost was reasonable we did not print off this information.
- i. ASU does not have an on-call or standard agreement with Kokopelli; however, ASU has a strong working relationship with them, and ASU maintains a copy of their liability insurance certificate for use in emergency situations.
- j. ASU has provided the documentation that we have in the response to DR 1-14; however, as this was an emergency, much of the communication was done via telephone or on-site conversation.

Reference Pg. 460-462, Park's Testimony



ACCURATE LASER SYSTEMS
 Machine Control & Construction Positioning
 2855 Tobey Dr. - Indianapolis, IN 46219
 (800) 444-6859

Status: Quote
 Quote #: q108754

Quote To: Wed 4/27/2022 5:00PM

Operator: BRUCE CARTER
 Terms: NET 30

Customer #: 2072

AMERICAN SUBURBAN UTILITIES
 3350 W 250 N
 WEST LAFAYETTE, IN 47906

Phone 765-463-3856

Salesman: BRUCE CARTER 317-697-9171 bcarter@accuratelasersystems.com

Qty	Part#	Items Sold	Ser#	Disc%	Each	Price
1	4M820-KE	GME SHIELD TRENCH BOX 4X820.....			\$13,100.00	\$13,100.00
1	8DS48	GME SPREADERS 48"			\$1,750.00	\$1,750.00

Quote valid for 30 days.

Quote

This is a Quote Only

Sales:	\$14,850.00
Subtotal:	\$14,850.00
Total:	\$14,850.00
Paid:	\$0.00
Amount Due:	\$14,850.00

Signature: _____
 AMERICAN SUBURBAN UTILITIES

TERMS AND CONDITIONS

These "Terms and Conditions," which are a part of all product quotations, order acknowledgements and invoices, are incorporated by reference, and constitute the total agreement between Accurate Laser Systems, Inc. ("ALS") and Buyer or Lessee unless additions or amendments are made in a separate writing and signed by an authorized representative of ALS. titletoandrighttopossessionofsaidequipmentshallremainvestedwiththeALSuntilallindebtednessandallsums due ortobecomeductfromtheBuyerwhetherybynote,bookaccount,judgment,otherwisehallhavebeenfullypaidat whichtimeownershipshallpasstotheBuyer. Should Buyer default on any obligation or become insolvent, Buyer agrees that ALS may, in addition to all other legal rights or remedies, repossess all or any part of the goods furnished to Buyer and Buyer waives all further rights to such products or claims for damages from such repossession. Buyer shall pay any costs ALS incurs, including attorneys' fees, in any proceeding to repossess our goods, enforce any term or condition hereof, or proceeding to recover money due hereunder. Indiana law governs these terms and the courts of Marion County, Indiana shall be the forum for any dispute hereunder. Buyer agrees to submit to mediation in Indianapolis, Indiana prior to filing any lawsuit against us concerning any dispute hereunder.

No purchase order with respect to which ALS has issued or indicated a sales confirmation may be cancelled or suspended after the date of the sales confirmation without our sole and express written consent. Upon cancellation or suspension at the request of the Buyer, and our acceptance, Buyer shall pay a 15% restocking fee. No goods shall be returned without a written request, our prior written authorization, and a cash receipt or a paid charge invoice.

All new equipment is subject to manufacturer's warranties only. All used equipment is sold AS IS and without warranty. ALS shall not be liable under any circumstances for any special, indirect, or consequential damages arising from defective equipment. Buyer assumes full responsibility for suitability, adaptability, use and application of the product. **ALS MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESSED OR IMPLIED, AND ALL IMPLIED WARRANTIES INCLUDING ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.**

If the invoice herein is not paid net or before days from the date of invoice, Buyer agrees to % per month (annual rate of 24%) as finance charge on all past due amounts. Regarding the collection of delinquent charges, Buyer agrees to pay all the costs and expenses including collection charges, interest and attorney's fees whether or not suit is filed, incurred by this ALS in the collection of this invoice.

ALS reserves the right to accept or reject this order due to circumstances beyond ALS's control. This order when accepted shall become a binding contract but shall be subject to strikes, lockouts, accidents, fires; delays in manufacturing or transportation, act of God, embargoes or government action or any other causes beyond the control of ALS whether the same or different from the matters and things herein before specifically enumerated and any to said causes shall absolutely absolve ALS from any liability to the Buyer under the terms herein.

ALS's responsibility for shipment ceases upon delivery to transportation by ALS, and claims for shortages, delays, or damages occurring thereafter shall be made by the Buyer directly to the transportation. Any claims against ALS for shortages in shipments shall be made in writing within five (5) day after receipt of shipment.

The Buyer acknowledges that he is familiar with safety regulations and fully understands the proper use of this equipment. ALS is not liable for instruments or laser calibrations.

Loaner Equipment will be rented at the normal rental rates as published by ALS. ALS maintains an extensive Rental Inventory for convenience of its customers. This Rental Inventory is for rental purposes only. Customers desiring to apply MUST make PRIOR arrangements BEFORE taking delivery of a Rental Piece of Equipment.

Lessee agrees to pay the rental rate. First month's rent is due in advance or at time of delivery. The rental period begins on delivery of the equipment and lease assumes risk of damage or loss to the equipment while in his possession. Lessee accepts that the equipment was in good, functional condition at the time it was received by Lessee. Title to the equipment remains to ALS until full conversion to sale and payment is complete.

Rental payments are due at the beginning of each monthly rental period. Partial payments are NOT allowed. In the event the lessee is in default of his rental agreement, ALS or its Authorized representative, shall have the right to immediately remove said equipment. Repairs to the equipment will be made only by ALS or its authorized representative under the terms of its standard warranty. Lessee at its expense and at all times during the rental period, shall keep and maintain the equipment in good and substantial repair, condition and appearance in order to keep it in as good an operating condition as it was on the commencement date of the Contract (fair wear and tear only accepted.) Lessee shall be responsible for any damages to said equipment due to misuse or for a purpose other than the equipment is designed. Lessee shall return the equipment at the end of the rental period or on earlier termination of the contract at such address as ALS requires. Lessee shall pay ALS for all charges incurred by ALS to recover equipment not promptly returned when requested. Lessee shall NOT assign this agreement. Lessee shall be deemed in default of this agreement if it (A) Fails to make any rental payment when due. (B) Fails to perform any other term or condition of this agreement. (C) Becomes insolvent, makes an assignment for benefit of creditors or a petition is filed by or against lessee under the FEDERAL BANKRUPTCY ACT. Lessee authorizes ALS to file financing statements without lessee's signature to perfect any security interest in the equipment arising herein. ALS is not liable for instruments or laser calibrations.

Lessee agrees to payment of 2% per Month FINANCE CHARGE on unpaid Balance. All sales are expressly made conditional on assent to the terms of sale conditions, warranty and other contained above and our limited warranty. In the event any of these terms are held invalid or unenforceable, the remaining terms shall be unaffected. Buyer's silence or acceptance or use of product constitutes acceptance of such terms. Indiana law governs these terms and the courts of Marion County, Indiana shall be the forum for any dispute hereunder. Buyer agrees to submit to mediation in Indianapolis, Indiana prior to filing any lawsuit against us concerning any dispute hereunder.

ALS shall not be held liable or responsible for damages, whether on account of personal injuries, or otherwise suffered or sustained in the operation of said equipment, nor any delays or alleged failure of said equipment to operate, nor for any implied warranties. To the fullest extent permitted by law, Buyer shall indemnify, defend, and hold harmless ALS and its officers, directors, employees, agents, representatives, successors and assigns ("Indemnified Parties") from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (including all costs, reasonable attorneys' fees, consequential damages, and punitive damages), arising out of or resulting from, or alleged to arise out of or arise from, the performance or use of the purchased or rented equipment by the Buyer or Lessee, or any person employed by or engaged by Buyer or Lessee, whether such claim, damage, demand, loss or expense is attributable to bodily injury, personal injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; but only to the extent attributable to the negligence of the Buyer or Lessee any entity for which it is legally responsible or vicariously liable; regardless of whether the claim is presented by an employee of Buyer or Lessee. Such indemnity obligation shall not be in derogation or limitation of any other obligation or liability of the Buyer or Lessee or the rights of ALS contained in this agreement or otherwise. This indemnification shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Buyer or Lessee under any worker's compensation acts, disability benefits acts or other employee benefits acts.

STATE OF INDIANA
EXECUTIVE DEPARTMENT
INDIANAPOLIS

EXECUTIVE ORDER 20-05

**FOR: HELPING HOOSIERS DURING THE PUBLIC HEALTH EMERGENCY
DECLARED FOR THE CORONAVIRUS DISEASE 2019 OUTBREAK**

TO ALL WHOM THESE PRESENTS MAY COME, GREETINGS:

WHEREAS, on March, 6, 2020, I issued Executive Order 20-02 which declared a public health emergency exists throughout the State of Indiana as a result of the coronavirus disease 2019 (COVID-19) outbreak in the United States and a confirmed report that a fellow Hoosier had contracted this virus;

WHEREAS, on March 13, 2020, the President of the United States declared a national emergency in connection with COVID-19;

WHEREAS, since the declaration of a public health emergency, I have announced additional steps being taken to address and respond to the emergency including, but not limited to, signing Executive Order 20-03 and Executive Order 20-04, which are necessary and proper actions to protect the health, safety, and welfare of all Hoosiers in connection with the continuing and evolving threat posed to public health by COVID-19;

WHEREAS, this Executive Order is a supplement to, and deemed to be part of, Executive Orders 20-02, 20-03, and 20-04;

WHEREAS, as Governor, I have broad authority and powers, under Indiana law, to declare and respond to public health emergencies on behalf of our State, including, but not limited to: (a) making, amending, and rescinding the necessary orders, rules, and regulations to carry out Indiana's Emergency Management and Disaster Law, Ind. Code § 10-14-3 *et seq.*; and (b) suspending the provisions of any regulatory statute prescribing the procedures for conduct of state business, or the orders, rules, or regulations of any state agency if strict compliance with any of these provisions would in any way prevent, hinder, or delay necessary action in coping with the emergency; and

WHEREAS, the following actions are necessary and proper to address the significant economic impact of this public health emergency upon Hoosiers and to protect and preserve the economic health of Hoosiers and this state.

NOW, THEREFORE, I, Eric J. Holcomb, by virtue of the authority vested in me as Governor by the Constitution and the laws of the State of Indiana and for the duration of this public health emergency unless otherwise specified, do hereby order that:

1. Department of Workforce Development (DWD):

- A. The DWD shall interpret, consistent with federal law, Indiana's unemployment laws to provide benefits to claimants displaced by COVID-19.
- B. The DWD shall not assess certain experience rate penalties to employers as a result of employees receiving unemployment benefits related to COVID-19.
- C. If the DWD finds that if a claimant's untimely filing was due in part to the COVID-19 pandemic, the DWD shall not deny the claimant's benefits for that reason.
- D. The DWD shall permit individuals to continue to accrue unemployment eligibility if they elect to take leave due to COVID-19.

- E. The DWD shall seek federal authorization to provide unemployment benefits to those individuals who may not otherwise be eligible for unemployment benefits because they were short-term employees who now find themselves out of work due to COVID-19.

2. Family and Social Services Administration (FSSA):

- A. FSSA shall waive all premium payment requirements for the Healthy Indiana Plan (HIP), and the Children's Health Insurance Program (CHIP).
- B. FSSA shall waive upfront job search requirements for initial eligibility for Temporary Assistance to Needy Families (TANF) benefits, and re-investigation requirements for annual renewal of TANF benefits.
- C. FSSA shall delay renewal processing for all Medicaid and HIP recipients, if approved by the federal Centers of Medicare and Medicaid Services.
- D. FSSA shall suspend Telehealth restrictions and requirements for face-to-face encounters for healthcare services and prescribing which will permit the increased use of Telehealth for statewide services such as Medicaid-covered services, mental health services, and substance use disorder treatment and prescribing.
- E. FSSA shall permit Opioid Treatment Providers to increase the limits for take-home medications from 6 days to 30 days, or in the alternative, the maximum amount permitted by the federal Substance Abuse and Mental Health Services Administration.
- F. FSSA is granted the authority to modify or suspend its provider staffing, enrollment, and hiring requirements for providers and facilities enrolled with the Division of Mental Health and Addiction, Division of Disability and Rehabilitative Services, and Division of Aging.

3. Indiana Department of Veterans Affairs (IDVA):

- A. IDVA shall permit veterans to qualify for awards from the Military Family Relief Fund (MFRF) for basic needs such as food, rent, mortgage and utilities even if the veteran does not satisfy the requirements that: (1) the veteran's hardship be connected to his or her military service; and (2) the veteran served during a time of national conflict or war.
- B. The Director of the Department of Veterans Affairs may approve MFRF awards in excess of \$2,500 during the public health emergency.

4. Department of Education (DOE):

- A. All K-12 schools in Indiana, public or private, shall close and cease in-person instruction through May 1, 2020. All schools are encouraged to work with their local governments and county health departments to determine appropriate community uses for school facilities.
- B. All state-mandated assessments are cancelled for the 2019-2020 academic year.

5. Essential Services

- A. Providers of gas and electric utilities, broadband, telecommunication, water and wastewater services are prohibited from discontinuing service to any customer in the state as these services are essential to Hoosiers and Hoosier businesses particularly during this state of public health emergency.

6. Department of Revenue (IDOR):

- A. The Indiana Department of Revenue shall take such action as is necessary to ensure Indiana conforms to the relief provided by the United States Treasury Department and Internal Revenue Service under Notice 2020-17 by providing for an extension of time related to state income tax liabilities.

- B. Property taxes remain due on May 11, 2020, however counties are to waive penalties on payments made after May 11, 2020, for a period of 60 days. This waiver does not apply to tax payments which have been escrowed by financial institutions on behalf of property taxpayers.
- C. Subject to the approval of the IDOR, manufacturers making donations of medicine, medical supplies, or other goods in furtherance of fighting the COVID-19 pandemic will not be subject to Indiana use tax on those items donated. Further, subject to the approval of the IDOR, groups or organizations that are not manufacturers who make any donations of medicine, medical supplies, or other goods will not incur a use tax obligation if sales tax had not been paid on such items. In either instance, such donations shall not be construed to be a retail transaction subject to sales or use tax. Donation of such items will not entitle the donor to a refund of any sales or use tax previously paid to the department or to a vendor.
- D. The IDOR may waive any penalties and interest that are directly related to taxes, estimated payments or other amounts due if the due date for the underlying tax, estimated payment or other amount due is extended in response to the COVID-19 pandemic public health emergency, and such waiver shall continue for the duration of the extension.

7. Office of Community and Rural Affairs (OCRA):

- A. Community Development Block Grant funds may be redirected to assist with COVID-19 needs based on guidance from the United States Housing and Urban Development.

8. Bureau of Motor Vehicles (BMV):

- A. The Commissioner shall extend deadlines for renewal of driver's license or identification cards, vehicle registration renewals, title transactions, salvage titles, and off-road vehicle and snowmobile titles by suspending the imposition of administrative penalty fees (late fees).
- B. Suspension of the provision requiring a branch be open in every county.
- C. The 45-day notification requirement of the BMV found under Ind. Code § 9-25-5-2 as to those person(s) who the Bureau must manually notify to submit evidence of financial responsibility as a result of being listed as an operator in a motor vehicle accident report is waived.

9. Indiana State Department of Health (ISDH):

- A. The Commissioner of ISDH shall seek waivers of the physical presence requirement for certification and re-certification appointments for Women, Infants, and Children (WIC) program; seek waivers to extend certifications periods to keep issuing benefits while staff develop the capacity to offer telephone or video certification appointments; and identify and seek waivers for any additional rules that are impeding service or for any requirements that are not feasible to meet.
- B. ISDH shall permit the informal hearing for involuntary relocation determinations to be held at locations other than the resident's healthcare facility.
- C. The Commissioner of ISDH is authorized to waive requirements of the nursing home certificate of need statute, pursuant to Ind. Code § 16-29-7, as the Commissioner deems necessary to respond to COVID-19 issues for nursing homes and on terms and conditions appropriate for each situation.

10. Public Licensing Agency (PLA):

- A. Suspension of the requirement that a health care provider hold an Indiana license if he or she: (1) has an equivalent license from another State, and (2) is not suspended or barred from practice in that State or any State.
- B. Mental health professionals are permitted to practice via telemedicine.
- C. Advanced Practice Registered Nurses are permitted to provide services in multiple locations while under a single written collaboration agreement.

11. Insurance Coverage for Hoosiers and Department of Insurance (IDOI):

- A. The Commissioner shall request insurers to institute a 60-day moratorium on policy cancellations for non-payment of premiums, which will apply to all lines of business. However, this moratorium would not suspend a policyholder's responsibility for continuing to make premium payments.
- B. The Commissioner of the IDOI shall request health insurers cover COVID-19 testing without requiring prior authorization.
- C. The Commissioner of the IDOI shall request health insurers not increase prices or coverage costs involving medical care given for COVID-19.
- D. Suspend the Indiana licensure requirement under the Indiana Medical Malpractice Act to permit health care providers licensed by another state to provide care in Indiana and be eligible for coverage from the Indiana Patient Compensation Fund.

12. Department of Administration (IDOA):

- A. Suspension of procurement rules as they apply to the purchase of goods, equipment and services by state and local governmental entities needed to respond to the COVID-19 public health emergency.

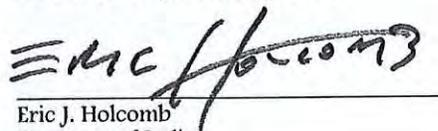
13. All State Agencies

- A. Any state agency as defined by Ind. Code § 4-2-6-1(a)(2) is hereby granted authority to extend any non-essential deadline of their agency for a period of no longer than 60 days if deemed necessary to respond to the threat of COVID-19.
- B. The head of any state agency as defined by Ind. Code § 4-2-6-1(a)(2) with authority to promulgate rules is authorized to waive, suspend, or modify any existing rule of their agency where the enforcement of which would be detrimental to the public welfare during this emergency, notwithstanding the provisions of the Administrative Orders and Procedures Act (AOPA) or any law to the contrary for the duration of this Executive Order, subject to my prior approval.
- C. All state agencies as defined by Ind. Code § 4-2-6-1(a)(2) shall publish a summary of and guidance for all benefits available or modified related to any and all actions taken by departments and agencies pursuant to this Executive Order. Such publication shall, at a minimum, be posted on the state agency's website.

IT IS SO ORDERED.



IN TESTIMONY WHEREOF, I, Eric J. Holcomb, have hereunto set my hand and caused to be affixed the Great Seal of the State of Indiana, on this 19th day of March, 2020.


Eric J. Holcomb
Governor of Indiana


ATTEST: Connie Lawson
Secretary of State

STATE OF INDIANA
EXECUTIVE DEPARTMENT
INDIANAPOLIS

EXECUTIVE ORDER 20-33

FOR: FURTHER EXTENSIONS OF PRIOR DIRECTIVES

TO ALL WHOM THESE PRESENTS MAY COME, GREETINGS:

WHEREAS, on March 6, 2020, I issued Executive Order 20-02 which declared that a public health emergency exists throughout the State of Indiana as a result of the coronavirus disease 2019 (COVID-19) outbreak in the United States and a confirmed report of the disease in our State and this initial declaration has been extended by me in Executive Orders 20-17, 20-25 & 20-30;

WHEREAS, on March 11, 2020, the World Health Organization declared COVID-19 to be a global pandemic and, on March 13, 2020, the President of the United States declared a national emergency with respect to this dangerous virus;

WHEREAS, as of the date of this Executive Order, the virus has now spread to every county in our State, with over 45,000 confirmed cases and over 2,400 deaths;

WHEREAS, those who work in clinics, hospitals, and care facilities are heroes fighting this disease and are being stretched to capacity and beyond, requiring additional steps to reinforce them;

WHEREAS, the financial impact on Hoosiers has been significant and severe with Indiana's unemployment rate increasing from 3.3% in May 2019 to 17.5% in April 2020 with a decline to 12.3% in May 2020;

WHEREAS, as Governor, under Indiana's Emergency Management and Disaster Law, Ind. Code ch. 10-14-3 ("Emergency Disaster Law"), I have authority to take actions necessary to prepare for, respond to and address a public health disaster emergency including the following:

- making, amending and rescinding the necessary orders, rules and regulations to carry out the response to a public health disaster emergency;
- suspending the provisions of any regulatory statute prescribing the procedures for conduct of state business, including the orders, rules or regulations of any state agency if strict compliance with any of these provisions would in any way prevent, hinder, or delay necessary action in coping with the emergency;
- transferring the direction, personnel, or functions of state departments and agencies or units for performing or facilitating emergency services; and
- using any and all available resources of state government and of each political subdivision of our State as reasonably necessary to cope with the public health disaster emergency;

NOW, THEREFORE, I, Eric J. Holcomb, by virtue of the authority vested in me as Governor by the Indiana Constitution and the laws of the State of Indiana, do hereby order:

1. Prohibition on Residential Rental Property Evictions and Mortgage Foreclosures Extended

- a. *Eviction Prohibition Extended:* Except as provided in subsection 1.c. below, the prohibition on filing eviction actions or proceedings involving residential rental property, as provided

for in Executive Order 20-06 and as extended by Executive Order 20-28 to June 30, 2020, is further extended to July 31, 2020, after which time it shall expire.

- b. *Foreclosure Prohibition Extended:* Except as provided in subsection 1.d. below, the prohibition on filing foreclosure actions or proceedings involving residential real estate or property as provided for in Executive Order 20-06 and as extended by Executive Order 20-28 to June 30, 2020, is further extended to July 31, 2020 at which time it shall expire. This directive does not impact the federal "Foreclosure and Eviction Moratorium in Connection with the Presidentially-Declared COVID-19 National Emergency," which announces an immediate foreclosure and eviction moratorium for all FHA-insured single-family mortgages through August 31, 2020.
- c. *Emergency Evictions:* Notwithstanding the prohibition on filing evictions being continued through July 31, 2020, a landlord may institute an emergency eviction or possessory claim under the limited circumstances set forth in Indiana Code ch. 32-31-6 which permits evictions where there is specific immediate and serious injury, loss or damage to the property, however, evictions for nonpayment of rent are not permitted until on or after August 1, 2020.
- d. *Emergency Foreclosures:* Notwithstanding the prohibition on filing foreclosures and unless prohibited by federal law, a lending institution is no longer prohibited from instituting a foreclosure action where the property is vacant or abandoned or where there is a specific immediate and serious injury, loss or damage to the property, however, foreclosures for nonpayment of mortgages are not permitted until on or after August 1, 2020.
- e. *Establishment of Payment Plans for Rent & Mortgage Payments:* Landlords and tenants and lending institutions and property owners are strongly encouraged to work together to establish reasonable payment plans for past due rent or mortgage payments.

2. **Prohibition on Discontinuing Utility Services**

- a. *Regulated Utility Companies:* Utilities regulated by the Indiana Utility Regulatory Commission (IURC) must follow the relevant order in Cause Number 45377 issued June 29, 2020, by the IURC.
- b. *Non-regulated Utility Companies:* The prohibition on discontinuing utility services as provided for in Executive Order 20-05 and extended to June 30, 2020, in Executive Order 20-28 is further extended until August 14, 2020. Utility companies, municipalities and customers are encouraged to work together to establish reasonable payment plans for past due accounts. Utility companies are strongly encouraged to offer payment plans of at least six months to all customers. Customers and utilities should set up payment arrangements as soon as possible to avoid later discontinuation of utility service.

3. **Temporary Licensing of Health Care Workers Extended**

As provided by Executive Orders 20-13, 20-19 & 20-21, any individual in the below categories who received an initial 90-day temporary authorization to provide health care in the State of Indiana in response to this public health emergency because he or she was not currently licensed to practice in the state, either because their Indiana license is no longer active or they are licensed by another state, are granted an additional 90-day authorization to continue to provide health care services during this public health emergency notwithstanding prior provisions which stated renewals would be in 30-day increments. All application procedures for reinstatement or approval will be reinstated and must be followed upon expiration of these temporary licenses or the lifting of the COVID-19 public health emergency. This 90-day extension applies to the following health care workers who have been granted an initial 90-day temporary license:

- a. *Retired Health Care Professionals:* Any health care professional whether licensed in the state or not, who within the past five years has retired or surrendered his or her license or whose license is otherwise inactive but whose license was not revoked, suspended or relinquished.

- b. *Physician Assistant Students.* Physician assistant students who have successfully completed all required course work at an accredited school, have applied for a license with the Professional Licensing Agency (PLA) and supplied the PLA a certificate of completion.
- c. *Nursing Students.* Nursing students who have successfully completed all required course work at an accredited school, have applied for a license with the PLA and have supplied PLA a certificate of completion.
- d. *Respiratory Care Practitioner Students.* Respiratory care practitioner students who have successfully completed all required course work at an approved school, have applied for a license with the Professional Licensing Agency and supplied PLA a certificate of completion.
- e. *Out-of-State Health Care Professionals.* Individuals who are currently licensed by another state and who were previously authorized to provide health care services in Indiana pursuant to Executive Order 20-05.
- f. *Graduate Pharmacists.* Pharmacy students who have successfully completed all required course work at an accredited school, have applied for licensure with the PLA, and have supplied PLA a certificate of completion.

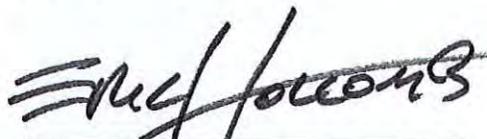
4. Registration Requirement for Certain Indiana or Out-of-State Health Care Providers

Professionals who are granted a temporary license to provide health care services in the state in response to this public health emergency must register with the PLA via their website at www.in.gov/pla.

IT IS SO ORDERED.



IN TESTIMONY WHEREOF, I, Eric J. Holcomb, have hereunto set my hand and caused to be affixed the Great Seal of the State of Indiana, on this 30th day of June, 2020.


Eric J. Holcomb
Governor of Indiana

ATTEST:


Connie Lawson
Secretary of State

ORIGINAL

Commissioner	Yes	No	Not Participating
Huston	√		
Freeman	√		
Krevda	√		
Ober	√		
Ziegler	√		

STATE OF INDIANA

INDIANA UTILITY REGULATORY COMMISSION

VERIFIED JOINT PETITION OF DUKE ENERGY INDIANA,)
 LLC, INDIANA GAS COMPANY D/B/A VECTREN ENERGY)
 DELIVERY OF INDIANA, INC., INDIANA MICHIGAN POWER)
 COMPANY, INDIANA NATURAL GAS CORPORATION,)
 INDIANAPOLIS POWER & LIGHT COMPANY, MIDWEST)
 NATURAL GAS CORPORATION, NORTHERN INDIANA)
 PUBLIC SERVICE COMPANY, LLC, OHIO VALLEY GAS CORP.)
 AND OHIO VALLEY GAS, INC., SOUTHERN INDIANA GAS &)
 ELECTRIC COMPANY D/B/A VECTREN ENERGY DELIVERY)
 OF INDIANA, INC., AND SYCAMORE GAS COMPANY FOR (1))
 AUTHORITY FOR ALL JOINT PETITIONERS TO DEFER AS A)
 REGULATORY ASSET CERTAIN INCREMENTAL EXPENSE)
 INCREASES AND REVENUE REDUCTIONS OF THE UTILITY)
 ATTRIBUTABLE TO COVID-19; AND (2) THE)
 ESTABLISHMENT OF SUBDOCKETS FOR EACH JOINT)
 PETITIONER IN WHICH EACH JOINT PETITIONER MAY)
 ADDRESS REPAYMENT PROGRAMS FOR PAST DUE)
 CUSTOMER ACCOUNTS, APPROVAL OF NEW BAD DEBT)
 TRACKERS, AND/OR DETAILS CONCERNING THE FUTURE)
 RECOVERY OF THE COVID-19 REGULATORY ASSET)

CAUSE NO. 45377
(Consolidated under
Cause No. 45380)

PETITION OF INDIANA OFFICE OF UTILITY CONSUMER)
 COUNSELOR FOR GENERIC INVESTIGATION INTO COVID-19)
 IMPACTS TO BE CONDUCTED OVER TWO PHASES;)
 EMERGENCY RELIEF PURSUANT TO IND. CODE § 8-1-2-113)
 TO RELIEVE INDIANA RATEPAYERS OF THE THREAT OF)
 UTILITY SERVICE DISCONNECTION AND PAYMENT)
 ARREARAGES DURING GLOBAL HEALTH AND ECONOMIC)
 CRISIS)

CAUSE NO. 45380
APPROVED: JUN 29 2020

PHASE 1 AND INTERIM EMERGENCY ORDER OF THE COMMISSION

Presiding Officers:
James F. Huston, Chair
Loraine L. Seyfried, Chief Administrative Law Judge

On May 27, 2020, the Commission issued an Order (“May 27 Order”) under this consolidated Cause notifying all jurisdictional Indiana utilities of its decision to conduct a generic investigation to consider and address the impacts of the Coronavirus Disease of 2019 (“COVID-19”) and the Indiana

Governor's COVID-19 Executive Orders on the rates and provision of utility service by all jurisdictional Indiana utilities and on their ratepayers.

Because Cause Nos. 45380 and 45377 had been consolidated, the Commission determined that the issues to be considered would include those raised by the Indiana Office of Utility Consumer Counselor ("OUCC") as well as those raised by Duke Energy Indiana, LLC, Indiana Gas Company, Inc., Indiana Natural Gas Corporation, Indiana Michigan Power Company, Indianapolis Power & Light Company, Midwest Natural Gas Corporation, Northern Indiana Public Service Company, LLC, Ohio Valley Gas Corp. and Ohio Valley Gas, Inc., Southern Indiana Gas & Electric Co., and Sycamore Gas Company ("Joint Utility Petitioners"). The Commission further determined it would be appropriate to address both the OUCC's and Joint Utility Petitioners' specific requests for immediate and subsequent relief through their proposed two-phase approach.

Phase 1, which is the subject of this Order, is to address:

- (1) the OUCC's request to stay disconnections of utility service, waive certain utility fees (e.g., late fees, convenience fees, deposits, and reconnection fees), and expand the use of customer payment arrangements; and
- (2) various requests for regulatory accounting authority related to:
 - (a) revenue impacts associated with the service disconnection moratorium, waiver of fees, and expanded customer payment arrangements;
 - (b) uncollectible or bad debt expense associated with customers' inability to pay utility bills;
 - (c) increased operating and maintenance costs;
 - (d) financing costs and pension expenses; and
 - (e) revenue impacts due to customer load reductions.

The May 27 Order established a briefing schedule to allow the parties and interested jurisdictional Indiana utilities the opportunity to respond to these Phase 1 requests. All responses were due June 10, 2020 and all replies were due June 18, 2020. The Commission also requested information concerning utility customer assistance measures currently in place and plans for after the disconnection moratorium expires. In addition, the Commission has received hundreds of letters and other correspondence from Indiana Legislators, local officials, and the general public concerning the issues in this proceeding.

1. Disconnections, Utility Fees, and Customer Payment Arrangements. The OUCC, in its May 8, 2020 Verified Petition in Cause No. 45380, requested the Commission to require all jurisdictional Indiana utilities to stay disconnections of utility service that are pending or imminent with the expiration of the moratorium on utility service disconnections under Indiana Governor

Holcomb's Executive Order 20-25, as well as waive certain utility fees (e.g., late fees, convenience fees, deposits, and reconnection fees) and expand the use of customer payment arrangements.¹

Responses to the OUCC's request were filed by the Joint Utility Petitioners, Indiana Industrial Group, Sierra Club, Citizens Action Coalition ("CAC"), Indiana Community Action Association ("INCAA"), Board of Commissioners of LaPorte County ("LaPorte County"), and the Joint Municipal and Non-Profit Utility Group ("MNUG"). Except for the Joint Utility Petitioners and MNUG, the other intervenors generally supported the OUCC's request. Sierra Club, CAC, and INCAA also recommended that the Commission consider additional customer protections than what was requested by the OUCC. Replies were filed by the OUCC, Joint Utility Petitioners, CAC, INCAA, LaPorte County, and MNUG.

The Joint Utility Petitioners, while questioning the Commission's authority under Ind. Code § 8-1-2-113 to grant the OUCC's request, argued that any departure from existing rules and practices should be limited to the residential class of customers to which the Commission's rules concerning deposits and disconnections apply. They asserted that, unlike residential customers, their commercial and industrial customers were eligible to receive grants from the federal government that were specifically earmarked to pay utility bills. The Joint Utility Petitioners proposed that: (1) utility disconnections for nonpayment by residential customers continue to be stayed until July 31, 2020; (2) waiver of late fees, convenience fees, and reconnection fees for residential customers be stayed from the date of this Order to July 31, 2020; and (3) expanded customer payment arrangements that allow arrearages to be paid off over a period up to six months be offered.

MNUG asserted that the Commission lacks jurisdiction over a municipal utility's terms and conditions of service, such as disconnections/reconnections, payment arrangements, and waiver of fees and therefore, any Commission order would not apply to them. They further argued that the indefinite continuation of the OUCC's requested customer protections are not financially sustainable for municipal and small non-profit utilities and argued a need for flexibility in working with their customers.

In accordance with our May 27 Order, many of our jurisdictional Indiana utilities provided a list of measures each utility has in place to assist customers during this COVID-19 pandemic and their plans to continue such assistance in the future when the disconnection moratorium is lifted. While some responses were more detailed than others, we were greatly encouraged by the responses to see the measures that are being taken by many of the utilities to assist their customers in arranging payment plans to ensure those that have fallen behind on their bills can remain connected to essential utility service once the disconnection moratorium is lifted.²

While many of the utilities have taken action pursuant to the Governor's Executive Orders, the Joint Utility Petitioners question our authority to address those same matters. Under Ind. Code § 8-1-2-113(a),

¹ Executive Order 20-28 extended the disconnection moratorium through June 30, 2020, and encouraged utilities and municipalities to work with customers to establish reasonable payment arrangements for past due amounts.

² For example, see Citizen Energy Group's June 15, 2020 filing.

[t]he Commission may, when it considers necessary to prevent injury to the business or interests of the people or any public utility of this state in case of any emergency to be judged by the commission, temporarily alter, amend, or with the consent of the public utility concerned, suspend any existing rates, service practices, schedules, and order relating to or affecting any public utility or part of any public utility in this state.

While the Commission recognizes that a plain reading of this statute appears to require a public utility's consent to the Commission's suspension of an existing rate or service practice, we do not agree that the statute requires a utility's consent to temporarily alter or amend an existing rate or service practice when the Commission considers such to be in the public interest and necessary to prevent injury to the business or interests of the people or any public utility of Indiana. *State ex rel. Indianapolis Traction & Terminal Co. v. Lewis, et al.*, 120 N.E. 129 (Ind. 1918) (holding the emergency law should be liberally construed with a view to public welfare).

On March 6, 2020, Governor Holcomb issued Executive Order 20-02 declaring a public health emergency due to COVID-19. Soon thereafter, on March 19, 2020, Governor Holcomb issued Executive Order 20-05 declaring utility service to be an essential service and prohibiting Indiana utilities from discontinuing services to residents and businesses during the public emergency, which continues today. As reflected in the parties' filings, the COVID-19 pandemic has created a sudden and substantial impact on Indiana's economy, its residents, businesses, and utilities. An increased number of Hoosiers and Hoosier businesses are experiencing financial strain as evidenced by the elevated unemployment rates and business closures (both temporary and permanent). The parties' filings also demonstrate that Hoosiers, businesses, and utilities are all experiencing to some degree an increase in expenses for COVID-19 related issues.

Although it is far from certain when the COVID-19 pandemic will end or when the impacts from it will be fully realized, Governor Holcomb has established a roadmap to help put Indiana "Back on Track." Indiana is continuing to make progress in reopening its economy and is currently in the Fourth stage, preparing to enter into the Fifth and final stage.

As of the date of this Order, the disconnection moratorium has not been extended beyond June 30, 2020. If the disconnection moratorium is not extended beyond June 30, we find an emergency exists necessitating additional action to prevent injury to Hoosiers and Hoosier businesses. Specifically, we find that jurisdictional Indiana utility disconnection practices should be temporarily amended to prohibit disconnection of any customer for 45 days, until after August 14, 2020. We further find that because the COVID-19 pandemic has materially impacted a large number of residential customers as well as businesses, this amended disconnection practice shall apply to all customer classes of the utility.³ While we understand that the COVID-19 pandemic has caused significant financial difficulties for some customers, the economy is beginning to open and we are therefore hesitant at this time to extend beyond August 14, 2020, any prohibition on disconnections

³ We are aware, as supported by the parties' filings, that both individuals and businesses have been recipients of federal, state, and community aid intended to assist with COVID-19 related financial issues, including utility bills.

that could result in higher unpaid balances that ultimately may be more difficult for affected customers to pay down. We note that the winter disconnection moratorium began on December 1, 2019, and many utilities extended that moratorium on their own initiative prior to the issuance of the Governor's Executive Order 20-05, which has resulted, in effect, a disconnection moratorium of approximately eight months.⁴ In addition, any incremental cumulative unpaid balances not eventually paid by affected customers creates a new system-wide cost that must be absorbed by the utility or paid by unaffected customers. Temporarily prohibiting disconnections until August 14, 2020 is a balanced solution that allows both customers and utilities additional time to enter into reasonable payment arrangements to address any arrearages that may have accumulated and maintain essential utility services for the benefit of all customers, the utilities, and other stakeholders. It also affords us the opportunity to gain a better understanding of the situation through receipt of the information requested further below and in our May 27 Order, which will inform our decisions going forward.

During this time, we also find that utility tariff rates and charges approved pursuant to Commission rules and applicable orders shall be temporarily amended to exclude the collection of late fees, convenience fees, deposits, and reconnection fees.⁵ The Commission has included the collection of deposits, which was supported by the OUCC, CAC, and INCAA, because the deposits can be a significant barrier to customers obtaining or continuing to receive service. Utility practices shall be further temporarily amended to specifically require implementation of more flexible and extended payment arrangements. At a minimum, jurisdictional Indiana utilities shall offer payment arrangements with a period of at least six months from the expiration of the moratorium over which arrearages may be paid. This effectively doubles the requirement in the Commission's rules that provides for a three-month minimum over which arrearages may be paid. Nothing in this Order prohibits a utility from offering a payment plan that provides for a payment period of greater than six months. However, a utility's payment plan offers are to be non-discriminatory between customers and address all arrearages, whether from the winter moratorium or public health emergency, in a single payment plan.

While we decline at this time to order specific utility management decisions by further amending utility service practices, we fully expect and encourage jurisdictional Indiana utilities to make all reasonable efforts to reach out, communicate (through phone calls, text messaging, email, U.S. mail, and the utility's website), and engage with their customers as soon as possible so that utility service can be maintained. Utilities are also encouraged to offer other additional payment arrangements that were identified in the June 15, 2020, jurisdictional Indiana utility filings, such as use of deposits to pay existing balances, no limits on the number of payment arrangements for customers that have fallen in arrears, and smaller required payments of outstanding balances. We also encourage the utilities to collaborate with interested stakeholders, such as the OUCC, CAC, Sierra Club, and INCAA to identify other customer assistance practices and measures that could be implemented.⁶

⁴ December 1, 2019 to August 14, 2020.

⁵ Because utility service practices and tariff rates and charges are being temporarily amended in this Order, such amendments do not need to be filed with the Commission's technical staff, but instead should be clearly communicated to customers through the utility's website and other means of customer communications.

⁶ The scheduling of a Technical Conference to facilitate such collaboration among interested parties may also be

Although the Commission does not have jurisdiction over all utilities operating in Indiana, we encourage those utilities not subject to the Commission's jurisdiction regarding the relief ordered herein to consider implementing the practices set forth in this Order.⁷

Because the COVID-19 pandemic is ongoing, our decision today is subject to further revision, either on the Commission's own initiative or at a party's request, should circumstances change that warrant additional action. In an effort to monitor ongoing efforts of utilities and customers to enter into reasonable payment arrangements, we find that jurisdictional Indiana utilities shall provide updates on their efforts. The first update shall be filed under this Cause on or before July 15, 2020, with a second update filed on or before July 27, 2020 (to coincide with the filing of the information requested in our May 27, 2020 Order), and then monthly thereafter. Such update shall include a description of the utility's efforts to contact delinquent customers since Governor Holcomb's issuance of Executive Order 20-05 on March 19, 2020 and sufficient data from which to allow the Commission to determine the utility's progress in getting delinquent customers to enter into payment arrangements. We will also continue to monitor the customer complaints received by the Commission's Consumer Affairs Division, which often include complaints about non-jurisdictional as well as jurisdictional Indiana utilities, along with any further developments in the COVID-19 pandemic and future developments in the Governor's Back on Track plan.

2. Regulatory Accounting. Both the OUCC and the Joint Utility Petitioners recommended the Commission authorize certain regulatory accounting, such as the use of regulatory assets and liabilities, for COVID-19 related impacts. More specifically, the OUCC recommends that the Commission authorize the use of regulatory accounting for any impacts associated with any required stay of disconnections, waiver of certain utility fees, and expanded payment arrangements. In addition to this authorization, the Joint Utility Petitioners seek authorization to use regulatory accounting for: (1) uncollectible or bad debt expense associated with customers' inability to pay utility bills; (2) increased operating and maintenance costs; (3) financing costs and pension expenses; and (4) revenue impacts due to customer load reductions.

The OUCC, Joint Utility Petitioners, Indiana Industrial Group, Sierra Club, CAC, INCAA, LaPorte County, and MNUG filed responses to the regulatory accounting requests.⁸ Replies were filed by the OUCC, Joint Utility Petitioners, CAC, INCAA, LaPorte County and MNUG. While there was general support for the OUCC's requested regulatory accounting authority, the OUCC and all intervenors except MNUG opposed the additional regulatory accounting requests of the Joint Utility Petitioners. MNUG, noting that some view the Joint Utility Petitioners' request as having the potential to create further economic distress for customers struggling to pay bills and keep businesses open, indicated that its member utilities were not asking for any regulatory relief at this time.

considered in Phase 2.

⁷ This Order is intended to apply only to those utilities subject to the Commission's jurisdiction as set forth in Indiana law and interpreted by the courts. As noted by MNUG, we recognize that municipal utilities are not subject to the general grant of authority to the Commission or the Commission's rules and regulations governing utility service. *See Anderson v. Pub. Serv. Comm'n of Ind.*, 397 N.E.2d 303 (Ind. Ct. App. 1979).

⁸ CAC and INCAA joined in the response of the OUCC and Indiana Industrial Group.

The purpose of utility regulation is to ensure utilities, which provide an essential public service, recover their costs and have a reasonable opportunity to earn a fair rate of return. *Fed. Power Comm'n v. Hope Natural Gas Co.*, 320 U.S. 591, 603 (1944). It is not a guarantee that a utility will make a profit or receive certain revenues. The ratemaking process of setting just and reasonable rates involves a balancing of investor and consumer interests. The Commission has the responsibility of balancing the right of the utility's investors to recover costs and the opportunity to earn a fair rate of return against the right of the public to pay no more than reasonable rates for the utility's service. Typically, this balancing occurs during a base rate case when the entirety of the utility's expenses and revenue requirements can be evaluated.

A request for regulatory accounting authority, which is a type of single-issue ratemaking and generally prohibited, is a request for extraordinary relief.⁹ We have previously held that,

[i]n considering such requests, it is necessary to consider the balance struck between the utility and its ratepayers by approving such a request. For example, the gravity of the financial event involved and its impact upon the utility is appropriate to consider, as well as the impact such accounting and/or ratemaking treatment will have upon the utility's ratepayers. Further, it is necessary for the utility requesting such extraordinary treatment to be able to demonstrate with convincing evidence that the financial event is in fact occurring, and that such financial impact is fixed, known and measurable. If all of these elements are established, a utility might receive approval for such an extraordinary request.

Ind. Mich. Power Co., Cause No. 40980 at 7 (IURC Nov. 12, 1998). *See also, Duke Energy Ind., Inc.*, Cause No. 43743 (IURC Oct. 19, 2011). While any authorization to establish a deferred regulatory asset has no immediate impact on a utility's rates, it does carry with it a general presumption that such costs, if determined to be reasonable and necessary, are entitled to future recovery in rates. Accordingly, it is in this context that we evaluate the OUCC's and Joint Utility Petitioners' requests.

It is generally undisputed that the COVID-19 pandemic is an unprecedented and extraordinary event. However, because the event is still occurring and the timeframe for its end uncertain, we cannot begin to understand the gravity or longer-term financial impact the event will have on utilities and their customers. Consequently, while the COVID-19 pandemic may be an extraordinary event, we find we lack sufficient evidence at this time to determine what, if any, extraordinary treatment is warranted beyond the limited relief requested by the OUCC. Therefore, except for the limited relief requested by the OUCC, we find no emergency exists at this time that necessitates the authorization of the additional regulatory accounting by July 15, 2020, as requested by the Joint Utility Petitioners for the reasons set forth further below.

⁹When regulatory asset accounting is permitted, retroactive ratemaking takes place. However, there are exceptions to the prohibition against retroactive ratemaking for extraordinary events, such as a severe storm. *PSI Energy, Inc.*, Cause No. 39195 (IURC Feb. 26, 1992).

Given Governor Holcomb's declaration of a public health emergency and issuance of Executive Orders prohibiting utility disconnections, along with the Commission's decision above that an emergency situation exists so as to necessitate a modification to certain utility practices and charges, we find it appropriate and reasonable to authorize jurisdictional Indiana utilities to use regulatory accounting for any impacts associated with any prohibition on utility disconnections, waiver or exclusion of certain utility fees (i.e., late fees, convenience fees, deposits, and reconnection fees), and the use of expanded payment arrangements to aid customers.¹⁰ Such regulatory accounting authority may include costs incurred beginning on March 6, 2020, the date of Governor Holcomb's emergency declaration. During this period of significant financial crisis, ratepayers have directly benefitted from the disconnection moratorium and the non-payment of certain utility fees as a result of specific government direction. In addition, although the quantification of these costs is largely unknown at this time, they are generally limited in scope and the prudence and reasonableness of the final amounts will be analyzed when making our final determination of the amounts that will be included for cost recovery.¹¹ We also find that the jurisdictional Indiana utilities should be authorized regulatory accounting treatment for COVID-19 related uncollectible and incremental bad debt expense.

With regard to the Joint Utility Petitioners' request for regulatory authority related to increased operation and maintenance¹² ("O&M") and pension expense, we decline to approve these requests in Phase 1. We find these requests distinguishable from that approved above because the costs, and any savings that may be found to offset them, are not the direct result of a specific emergency government direction. At this time, we lack sufficient evidence demonstrating these expenses have created or will create any substantial financial burden on the utility or that the expenses are in any way so significant as to warrant extraordinary relief. Without knowing the extent of the financial impact, it is difficult to balance the interests of the utility and its customers. And because deferred regulatory accounting carries with it a presumption of cost recovery, if reasonable and prudent, we must be cautious in authorizing utilities that extraordinary relief. Consequently, we find this request is better addressed in Phase 2 and/or through an individual utility's request for a subdocket wherein evidence of the impact of any costs or offsetting savings can be presented and considered in an evidentiary hearing.

Regarding Joint Utility Petitioners' request for regulatory accounting authority related to financing costs, we agree with the OUCC that such relief is unnecessary and premature. Given the limited accounting authority authorized herein, we see no reason to include any carrying/finance costs associated with those deferrals.

Finally, with regard to the Joint Utility Petitioners' request for regulatory accounting authority for lost revenues due to customer load reductions, we fail to see how creation of a regulatory asset for lost revenues would be in the public interest under current circumstances absent a

¹⁰ Impacts, if any, related to the exclusion of late fees may be recorded, but utilities may not record or recover late fees not assessed.

¹¹ The burden of proof remains on the utility when seeking to recover any amounts in rates.

¹² Including COVID-19 related labor costs, non-labor material costs, non-labor remote working-related expense, non-labor costs associated with sequestration, and non-labor communication costs.

financial emergency to the utility that impacts its ability to provide safe and reliable service. No such financial emergency evidence has been provided here. As the OUCC and other intervenors point out, the Joint Utility Petitioners have provided no demonstration of the financial impact that decreased loads are having on utility operations or, more specifically, how such impacts have affected their access to capital markets.

Under the regulatory compact, at a base level, utilities are obligated to provide safe, reliable service and customers are obligated to pay just and reasonable rates for any such service they receive. The balance of this Order seeks to work toward allowing customers to meet their obligation while providing utilities the reasonable relief they need to help such customers do so. However, asking customers to go beyond their obligation and pay for service they did not receive is beyond reasonable utility relief based on the facts before us. A utility's customers are not the guarantors of a utility earning its authorized return. Instead, utilities are given the opportunity to recover their costs and a fair rate of return, which includes a certain level of risk attributable to variable sales. The approvals herein are intended to support the revenue recovery by utilities for the service they have provided pursuant to their approved rate designs by supporting a customer's ability to eventually pay for services received. We decline to move beyond this recovery based upon the facts presented.

Accordingly, we deny Joint Utility Petitioners' request for regulatory accounting related to lost revenues related to customer load reductions.

3. Other Matters. Although the Commission granted the OUCC's request to commence this investigation to address both immediate and future COVID-19 related issues, including the Joint Utility Petitioners' requests, a jurisdictional Indiana utility's decision not to seek rate relief at this time or participate in Phase 2 of this proceeding does not preclude that utility from seeking cost recovery or other related rate relief at any time in the future through existing regulatory avenues, such as through the filing of a base rate case.

In addition, any information required to be reported by this Order or our May 27 Order may be modified or terminated at the direction of the Presiding Officers.

IT IS THEREFORE ORDERED BY THE INDIANA UTILITY REGULATORY COMMISSION that:

1. If the statewide utility disconnection moratorium is not extended beyond June 30, 2020, all jurisdictional Indiana utilities shall comply with the temporarily amended utility practices and tariff rates and charges set forth herein. Utility service disconnections are prohibited through August 14, 2020, along with the collection of certain utility fees (i.e., late fees, convenience fees, deposits, and reconnection fees). Jurisdictional Indiana utilities shall offer extended payment arrangements to all customers.

2. All jurisdictional Indiana utilities are authorized to use regulatory accounting for COVID-19 related impacts directly associated with any prohibition on utility disconnections, collection of certain utility fees (i.e., late fees, convenience fees, deposits, and reconnection fees),

and the use of expanded payment arrangements, as well as COVID-19 related uncollectible and incremental bad debt expense.

3. Joint Utility Petitioners' request for regulatory accounting authority for O&M expense, financing costs, pension expense, and lost revenues related to customer load reductions is denied as set forth herein.

4. This Order shall be effective on and after the date of its approval.

HUSTON, FREEMAN, KREVDA, AND ZIEGNER CONCUR; OBER CONCURS WITH OPINION:

APPROVED: JUN 29 2020

**I hereby certify that the above is a true
and correct copy of the Order as approved.**



**Mary M. Becerra,
Secretary of the Commission**

STATE OF INDIANA

INDIANA UTILITY REGULATORY COMMISSION

VERIFIED JOINT PETITION OF DUKE ENERGY INDIANA,)
LLC, INDIANA GAS COMPANY D/B/A VECTREN ENERGY)
DELIVERY OF INDIANA, INC., INDIANA MICHIGAN POWER)
COMPANY, INDIANA NATURAL GAS CORPORATION,)
INDIANAPOLIS POWER & LIGHT COMPANY, MIDWEST)
NATURAL GAS CORPORATION, NORTHERN INDIANA)
PUBLIC SERVICE COMPANY, LLC, OHIO VALLEY GAS) CAUSE NO. 45377
CORP. AND OHIO VALLEY GAS, INC., SOUTHERN INDIANA) (Consolidated under
GAS & ELECTRIC COMPANY D/B/A VECTREN ENERGY) Cause No. 45380)
DELIVERY OF INDIANA, INC., AND SYCAMORE GAS)
COMPANYFOR (1) AUTHORITY FOR ALL JOINT)
PETITIONERS TO DEFER AS A REGULATORY ASSET)
CERTAIN INCREMENTAL EXPENSE INCREASES AND)
REVENUE REDUCTIONS OF THE UTILITY ATTRIBUTABLE)
TO COVID-19; AND (2) THE ESTABLISHMENT OF)
SUBDOCKETS FOR EACH JOINT PETITIONER IN WHICH)
EACH JOINT PETITIONER MAY ADDRESS REPAYMENT)
PROGRAMS FOR PAST DUE CUSTOMER ACCOUNTS,)
APPROVAL OF NEW BAD DEBT TRACKERS, AND/OR)
DETAILS CONCERNING THE FUTURE RECOVERY OF THE)
COVID-19 REGULATORY ASSET)

PETITION OF INDIANA OFFICE OF UTILITY CONSUMER)
COUNSELOR FOR GENERIC INVESTIGATION INTO COVID-)
19 IMPACTS TO BE CONDUCTED OVER TWO PHASES;) CAUSE NO. 45380
EMERGENCY RELIEF PURSUANT TO IND. CODE § 8-1-2-113)
TO RELIEVE INDIANA RATEPAYERS OF THE THREAT OF)
UTILITY SERVICE DISCONNECTION AND PAYMENT)
ARREARAGES DURING GLOBAL HEALTH AND ECONOMIC)
CRISIS)

CONCURRING OPINION OF DAVID L. OBER

I agree with the majority in rejecting the request by Joint Utility Petitioners for regulatory accounting authority for O&M expense, financing costs, pension expense, and lost revenues related to customer load reductions. I further agree that it is reasonable to authorize the use of regulatory accounting for any impacts associated with any required stay of disconnections, waiver of certain utility fees, and expanded payment arrangements. However, I write separately to address the service disconnection moratorium.

The COVID-19 pandemic is an unprecedented real shock to the global economy. The effects of the pandemic have been jarring and the full impact of this emergency is indeterminable.

The response by Governor Holcomb and his administration is to be greatly commended, for without the quick action that was taken the negative impacts would have been far worse. Many Hoosiers are experiencing unemployment, reduced hours and wages, and support programs that are struggling to stay abreast of the growing need for assistance. It is easy to conflate the reopening of sections of the economy with economic recovery; however, the shape and pace of the economic recovery remains opaque.

Therefore, it is premature to suppose that on some date certain the recovery will be such that utilities can resume normal operations with respect to their customers. Indeed, this Commission in its May 27 Order (at 3) noted that,

it would be unreasonable to expect that the financial, health, and other hardships currently being experienced as a result of the COVID-19 pandemic would immediately disappear upon expiration of any public health declaration or disconnection moratorium.

The Joint Utility Petitioners and other jurisdictional Indiana utilities participating in this proceeding are not due to file certain informational data that was requested in the May 27 Order until June 29, 2020.¹ Upon receiving this information and the subsequent filings requested in this Order, I expect that the Commission will have an opportunity prior to August 14, 2020—when the temporary prohibition on utility disconnections outlined in this Order ends—to reassess and determine the reasonableness of extending the moratorium further based on state economic conditions and the efficacy of actions taken by utilities to enter into favorable payment arrangements with customers to reduce arrearages.

We are beginning the warmest months of the year when utility usage increases and access to service is critical. Disconnecting essential utility service for those whose economic security has been harmed during the public health emergency is unconscionable and only adds to the already significant human cost of the COVID-19 pandemic.

Subject to the comments herein, I concur with the majority in this Order.

¹ In the May 27 Order, the Commission requested monthly reports providing information for the previous month. That information is due to be submitted on June 27, 2020, which falls on a weekend and, per Commission rules, is not due until the next business day, which is June 29, 2020 (the date of this Order).

TO (OWNER): CUMBERLAND SANITARY SEWER

PROJECT: CUMBERLAND SANITARY SEWER
WEST LAFAYETTE, IN 47906

APPLICATION NO: 5
PERIOD TO: 3/31/2020

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

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

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

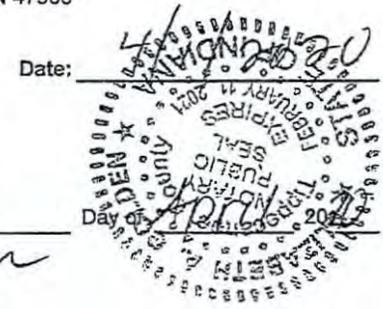
1. ORIGINAL CONTRACT SUM	\$	<u>1,300,000.00</u>
2. Net Change by Change Orders	\$	<u>70,000.00</u>
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	<u>1,370,000.00</u>
4. TOTAL COMPLETED AND STORED TO DATE	\$	<u>778,319.23</u>
5. RETAINAGE:		
a. <u>10.00</u> % of Completed Work	\$	<u>73,473.50</u>
b. <u>10.00</u> % of Stored Material	\$	<u>4,358.42</u>
Total retainage (Line 5a + 5b)	\$	<u>77,831.92</u>
6. TOTAL EARNED LESS RETAINAGE	\$	<u>700,487.31</u>
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>491,165.71</u>
8. CURRENT PAYMENT DUE	\$	<u>209,321.60</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>669,512.69</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	70,000.00	0.00
TOTALS	70,000.00	0.00
NET CHANGES by Change Order	70,000.00	

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

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

By: Bret Dierdorf
Bret Dierdorf / Project Manager



State of: IN
County of: Tippecanoe
Subscribed and Sworn to before me this 1st

Notary Public: Elizabeth A Etorden
My Commission Expires: 02/11/2021

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

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

ARCHITECT:
By: _____ Date: _____

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

AIA Type Document
Application and Certification for Payment

TO (OWNER): CUMBERLAND SANITARY SEWER

PROJECT: CUMBERLAND SANITARY SEWER
WEST LAFAYETTE, IN 47906

APPLICATION NO: 5
PERIOD TO: 3/31/2020

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

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

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	PLAN QTY	UNIT PRICE	SCHEDULED VALUE	PREVIOUSLY COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMPLETED AND STORED	%	BALANCE	
1	Mobilization & Demobilization	1.000	93,166.0000	93,166.00	.500	46,583.00	.000	0.00	0.00	46,583.00	50.00	46,583.00	
2	Construction Entrance (12'x50'x12" or Equal)	2.000	3,500.0000	7,000.00	2.000	7,000.00	.000	0.00	0.00	7,000.00	100.00	.00	
3	Tree Clearing	2.000	12,400.0000	24,800.00	2.000	24,800.00	.000	0.00	0.00	24,800.00	100.00	.00	
4	15" PVC SDR-26 (Avg. Depth = 30.0')	4,051.000	234.0000	947,934.00	1,383.000	323,622.00	795.000	186,030.00	25,304.23	534,956.23	56.43	412,977.77	
5	60" MH (Avg. Ht Rim to Inv. South = 31.1')	11.000	12,000.0000	132,000.00	4.000	48,000.00	3.000	36,000.00	18,280.00	102,280.00	77.48	29,720.00	
6	60" Drop MH (MH 541; Use 8" Inv. South = 680.00)	1.000	18,000.0000	18,000.00	1.000	18,000.00	.000	0.00	0.00	18,000.00	100.00	.00	
7	Tie-In to Existing MH/Sewer	2.000	9,700.0000	19,400.00	1.000	9,700.00	.000	0.00	0.00	9,700.00	50.00	9,700.00	
8	Dewatering	.000	.0000	0.00	.000	0.00	.000	0.00	0.00	0.00	.00	.00	
9	Yard Preparation & Seeding	2.000	12,800.0000	25,600.00	.000	0.00	.000	0.00	0.00	0.00	.00	25,600.00	
10	Farm Field Restoration	5.500	4,400.0000	24,200.00	.000	0.00	.000	0.00	0.00	0.00	.00	24,200.00	
11	Remove 15" Plug; Disconnect Ex. 10" & Patch MH	1.000	7,900.0000	7,900.00	.000	0.00	.000	0.00	0.00	0.00	.00	7,900.00	
12	Additional Mob/Demobilization	1.000	70,000.0000	70,000.00	.000	0.00	.500	35,000.00	0.00	35,000.00	50.00	35,000.00	
REPORT TOTALS				\$1,370,000.00		\$477,705.00		\$257,030.00		\$778,319.23		\$43,584.23	\$591,680.77

OUCG DR 12-5 (Supplemental)

DATA INFORMATION REQUEST
American Suburban Utilities, Inc.

Cause No. 45649-U

Information Requested:

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

BACKGROUND:

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

And

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

Please answer or provide the following:

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

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

Original Information Provided:

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

Supplemental Information Provided:

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

Supplemental Attachment:

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

Key Number: 134-06500-0652
(79-06-02-300-007.000-023)

CORPORATE WARRANTY DEED

THIS INDENTURE WITNESSETH THAT Indiana-American Water Company Inc. (f/k/a West Lafayette Water Company, Inc.), an Indiana corporation, conveys and warrants to American Suburban Utilities Inc., an Indiana corporation, in consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Tippecanoe County, in the State of Indiana, to wit:

A part of the Southwest Quarter of the Southwest Quarter of Section Two (2), Township Twenty-three (23) North, Range Five (5) West, Tippecanoe County, Indiana, more particularly described as follows:

Beginning at the Southwest corner of the Southwest Quarter of the Southwest Quarter of said Section 2; thence N 0° 05' 20" E 112.34 feet along the West line of said quarter quarter section; thence N 89° 54' 40" E 1312.94 feet to the East line of said quarter quarter section; thence S 0° 00' 16" E 112.34 feet along said East line to the Southeast corner of said quarter quarter section; thence S 89° 54' 40" W 1313.11 feet along the South line of said Section 2 to the point of beginning, containing 3.386 acres, more or less;

EXCEPTING THEREFROM the following described tract heretofore conveyed by the present Grantor to Floyd B. Lux: A part of the Southwest Quarter of the Southwest Quarter of Section Two (2), Township Twenty-three (23) North, Range Five (5) West, Tippecanoe County, Indiana, and more particularly described as follows:

Beginning at the Southwest corner of the Southwest Quarter of the Southwest Quarter of said Section 2; thence N 0° 05' 20" E 112.34 feet along the West line of said quarter quarter section; thence N 89° 54' 40" E 330 feet; thence S 00° 00' 16" E 100 feet; thence N 89° 54' 40" E 100 feet; thence N 00° 00' 16" W 100 feet; thence N 89° 54' 40" E 882.8 feet to the East line of said quarter quarter section; thence W S 00° 00' 16" E 112.34 feet along said East line to the Southeast corner of said quarter quarter section; thence S 89° 54' 40" W 1313.11 feet along the South line of said Section 2 to the point of beginning, containing 3.156 acres, more or less.

The tract hereby conveyed being a tract of land 100 feet square.

THE ABOVE DESCRIBED PROPERTY IS TOGETHER WITH an Easement for Ingress and Egress as reserved in Corporate Deed from the West Lafayette Water Company, Inc., to Floyd B. Lux dated October 28, 1981 and recorded November 30, 1981 in Deed Record 81, page 3090.

DULY ENTERED FOR TAXATION SUBJECT
TO FINAL ACCEPTANCE FOR TRANSFER

Jun 10 2019

Robert A. Mantzinger RI

AUDITOR OF TIPPECANOE CO.

SUBJECT TO easements, rights of way, restrictions and mineral exceptions of record, if any.
SUBJECT TO taxes for the year 2018, due and payable in May and November 2019; and all subsequent taxes.

The undersigned person executing this deed represents and certifies on behalf of the Grantor, that the undersigned is a duly elected officer of the Grantor and has been fully empowered by proper resolution, or the by-laws of the Grantor to execute and deliver this deed; that the Grantor is a corporation in good standing where the subject real estate is situate; that the Grantor has full corporate capacity to convey the real estate described; and that all necessary action for the making of this conveyance has been taken.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed this 6TH day of JUNE, 2019.

Indiana-American Water Company Inc.
(f/k/a West Lafayette Water Company, Inc.)

By: [Signature]
(written)
MATTHEW PRINE, PRESIDENT
(printed) (title)

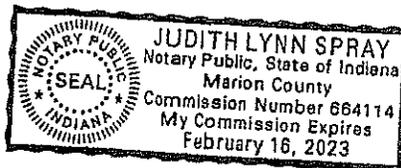
STATE OF INDIANA)
) SS:
JOHNSON COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared Indiana-American Water Company, Inc., by MATTHEW PRINE, its PRESIDENT, who acknowledged the execution of the foregoing Deed for and on behalf of said Grantor, and who, having been duly sworn, stated that the representations therein contained are true.

WITNESS my hand and Notarial Seal this 6TH day of JUNE, 2019.

[Signature]
(written)
JUDITH LYNN SPRAY
(printed) NOTARY PUBLIC
Resident of MARION County

My Commission Expires:
2/16/23



Send tax bills to: *Grantor Address*
F. Lynn Cason, Jr., TTE
2019 Peace Dr.
West Lafayette, IN 47906

Tax Key No.: 79-06-02-300-007.000-023
Alt ID. 134-06500-0652
Last Transfer: *June 4, 2019 / 201919008835*

CORPORATE WARRANTY DEED

This indenture witnesseth that American Suburban Utilities, Inc., a corporation organized and existing under the laws of the State of Indiana, conveys and warrants to F. Lynn Cason, Jr., as Trustee of the F. Lynn Cason Jr. Marital Trust under trust agreement dated July 29, 1992, of Tippecanoe County, State of Indiana,, in consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Tippecanoe County, Indiana, to-wit:

A part of the Southwest Quarter of the Southwest Quarter of Section Two (2), Township Twenty-three (23) North, Range Five (5) West, Tippecanoe County, Indiana, more particularly described as follows:

Beginning at the Southwest corner of the Southwest Quarter of the Southwest Quarter of said Section 2; thence N 0° 05' 20" E 112.34 feet along the West line of said quarter quarter section; thence N 89° 54' 40" E 1312.94 feet to the East line of said quarter quarter section; thence S 0° 00' 16" E 112.34 feet along said East line to the Southeast corner of said quarter quarter section; thence S 89° 54' 40" W 1313.11 feet along the South line of said Section 2 to the point of beginning, containing 3.386 acres, more or less;

EXCEPTING THEREFROM the following described tract heretofore conveyed by the present Grantor to Floyd B. Lux: A part of the Southwest Quarter of the Southwest Quarter of Section Two (2), Township Twenty-three (23) North, Range Five (5) West, Tippecanoe County, Indiana, and more particularly described as follows:

Beginning at the Southwest corner of the Southwest Quarter of the Southwest Quarter of said Section 2; thence N 0° 05' 20" E 112.34 feet along the West line of said quarter quarter section; thence N 89° 54' 40" E 330 feet; thence S 00° 00' 16" E 100 feet; thence N 89° 54' 40" E 100 feet; thence N 00° 00' 16" W 100 feet; thence N 89° 54' 40" E 882.8 feet to the East line of said quarter quarter section; thence W S 00° 00' 16" E 112.34 feet along said East line to the Southeast corner of said quarter quarter section; thence S 89° 54' 40" W 1313.11 feet along the South line of said Section 2 to the point of beginning, containing 3.156 acres, more or less.

The tract hereby conveyed being a tract of land 100 feet square.

THE ABOVE DESCRIBED PROPERTY IS TOGETHER WITH an Easement for Ingress and Egress as reserved in Corporate Deed from the West Lafayette Water Company, Inc., to Floyd B. Lux dated October 28, 1981 and recorded November 30, 1981 in Deed Record 81, page 3090.

DULY ENTERED FOR TAXATION SUBJECT
TO FINAL ACCEPTANCE FOR TRANSFER

Aug 05 2019

Robert A. Harting RI

AUDITOR OF TIPPECANOE CO.

Send tax bills to: Grantor Address
F. Lynn Cason, Jr., TTE
2119 Peace Dr.
West Lafayette, IN 47906

Tax Key No.: 79-06-02-300-007.000-023
Alt ID. 134-06500-0652
Last Transfer: June 4, 2019 / 201919008835

CORPORATE WARRANTY DEED

This indenture witnesseth that American Suburban Utilities, Inc., a corporation organized and existing under the laws of the State of Indiana, conveys and warrants to F. Lynn Cason, Jr., as Trustee of the F. Lynn Cason Jr. Marital Trust under trust agreement dated July 29, 1992, of Tippecanoe County, State of Indiana, in consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Tippecanoe County, Indiana, to-wit:

A part of the Southwest Quarter of the Southwest Quarter of Section Two (2), Township Twenty-three (23) North, Range Five (5) West, Tippecanoe County, Indiana, more particularly described as follows:

Beginning at the Southwest corner of the Southwest Quarter of the Southwest Quarter of said Section 2; thence N 0° 05' 20" E 112.34 feet along the West line of said quarter quarter section; thence N 89° 54' 40" E 1312.94 feet to the East line of said quarter quarter section; thence S 0° 00' 16" E 112.34 feet along said East line to the Southeast corner of said quarter quarter section; thence S 89° 54' 40" W 1313.11 feet along the South line of said Section 2 to the point of beginning, containing 3.386 acres, more or less;

EXCEPTING THEREFROM the following described tract heretofore conveyed by the present Grantor to Floyd B. Lux: A part of the Southwest Quarter of the Southwest Quarter of Section Two (2), Township Twenty-three (23) North, Range Five (5) West, Tippecanoe County, Indiana, and more particularly described as follows:

Beginning at the Southwest corner of the Southwest Quarter of the Southwest Quarter of said Section 2; thence N 0° 05' 20" E 112.34 feet along the West line of said quarter quarter section; thence N 89° 54' 40" E 330 feet; thence S 00° 00' 16" E 100 feet; thence N 89° 54' 40" E 100 feet; thence N 00° 00' 16" W 100 feet; thence N 89° 54' 40" E 882.8 feet to the East line of said quarter quarter section; thence W S 00° 00' 16" E 112.34 feet along said East line to the Southeast corner of said quarter quarter section; thence S 89° 54' 40" W 1313.11 feet along the South line of said Section 2 to the point of beginning, containing 3.156 acres, more or less.

The tract hereby conveyed being a tract of land 100 feet square.

THE ABOVE DESCRIBED PROPERTY IS TOGETHER WITH an Easement for Ingress and Egress as reserved in Corporate Deed from the West Lafayette Water Company, Inc., to Floyd B. Lux dated October 28, 1981 and recorded November 30, 1981 in Deed Record 81, page 3090.

Subject to all easements, restrictions and rights of way of record.

The undersigned person executing this deed represents and certifies on behalf of the Grantor, that she is a duly elected officer of the Grantor and has been fully empowered by proper resolution, or the by-laws of the Grantor to execute and deliver this deed; that the Grantor is a corporation in good standing where the subject real estate is situate; that the Grantor has full corporate capacity to convey the real estate described; and that all necessary action for the making of this conveyance has been taken.

The undersigned person executing this deed represents and certifies on behalf of the Grantor that this transaction is exempt from Indiana Gross Income Tax.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed this 2nd day of August, 2019.

AMERICAN SUBURBAN UTILITIES, INC.

By: Katryn S. Lods
Katryn Lods

Its: Secretary and duly authorized signing officer
Also known as Katryn S. Lods

STATE OF INDIANA)
)SS:
COUNTY OF Tippecanoe)

Personally appeared before me, the undersigned Notary Public in and for said County and State, Katryn Lods, Secretary of American Suburban Utilities, Inc., who acknowledged execution of the foregoing Deed for and on behalf of the Grantor, as her free and voluntary act and deed.

WITNESS my hand and Notarial Seal this 2nd day of August, 2019.

My Commission Expires:
12-2-26

Stephanie Waltz
(written) Notary Public
Stephanie Waltz
(printed)
County of Residence: _____



This instrument prepared by: Eric H. Burns, WITHERED BURNS, LLP., 8 N. Third Street, Suite 401,
P.O. Box 499, Lafayette, IN 47902-0499, (765) 742-1988. 185 7233

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

Tax Key No.: 79-06-11-100-001.000-023
Alt ID. 134-06500-0850
Tax Key No.: 79-06-11-126-002.000-029
Alt ID. 134-06800-0044
Last Transfer: Doc 2015150009203, 01/16/15

TEMPORARY EASEMENT

THIS INDENTURE WITNESSETH, that F. Lynn Cason, Jr., as Trustee of the F. Lynn Cason Jr. Marital Trust under trust agreement dated July 29, 1992, hereinafter referred to as "Grantor", GRANTS AND CONVEYS to American Suburban Utilities, Inc., an Indiana Corporation, hereinafter referred to as "Grantee", for one dollar and other valuable consideration, the receipt of which is hereby acknowledged, a temporary easement over and across the real estate described in Exhibit "A", consisting of three (3) pages, which is attached hereto, incorporated by reference and made a part hereof, to-wit:

(H.L.)

all of which is associated with the American Suburban Utilities Cumberland Project.

"TEMPORARY EASEMENT"

The easement will cease, terminate and be of no further force and effect upon completion of the above designated project. American Suburban Utilities, Inc., its agents, servants and employees, shall have the right and authority to enter at all times upon said premises for the purpose of performing the heretofore described matter. American Suburban Utilities, Inc., agrees that it will promptly restore said premises as near to the original condition as practicable after both the installation and any subsequent maintenance and repair of the same.

This agreement shall inure to and be binding upon the parties hereto, their agents and successors and/or assigns.

Grantor herein certifies under oath that no Indiana Gross Tax is due and payable in respect to the transfer made by this easement. The undersigned persons executing this easement on behalf of grantor represent and certify that they are the duly elected or appointed representatives of the Grantor and have been fully empowered by Grantor to execute and deliver this easement, that Grantor has full capacity to convey the real estate hereby conveyed, and that all necessary action for making of such conveyance has been taken and done.

IN WITNESS WHEREOF, Grantor has executed this Temporary Easement the 2nd day of August, 2019.

F. LYNN CASON JR. MARITAL TRUST

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

DULY ENTERED FOR TAXATION SUBJECT
TO FINAL ACCEPTANCE FOR TRANSFER

Aug 06 2019

Robert A. Hartman RI
AUDITOR OF TIPPECANOE CO.

Tax Key No.: 79-06-11-100-001.000-023
Alt ID. 134-06500-0850
Tax Key No.: 79-06-11-126-002.000-029
Alt ID. 134-06800-0044
Last Transfer: Doc 2015150009203, 01/16/15

TEMPORARY EASEMENT

THIS INDENTURE WITNESSETH, that F. Lynn Cason, Jr., as Trustee of the F. Lynn Cason Jr. Marital Trust under trust agreement dated July 29, 1992, hereinafter referred to as "Grantor", GRANTS AND CONVEYS to American Suburban Utilities, Inc., an Indiana Corporation, hereinafter referred to as "Grantee", for one dollar and other valuable consideration, the receipt of which is hereby acknowledged, a temporary easement over and across the real estate described in Exhibit "A", consisting of three (3) pages, which is attached hereto, incorporated by reference and made a part hereof, to-wit:

(H.I.)

all of which is associated with the American Suburban Utilities Cumberland Project.

"TEMPORARY EASEMENT"

The easement will cease, terminate and be of no further force and effect upon completion of the above designated project. American Suburban Utilities, Inc., its agents, servants and employees, shall have the right and authority to enter at all times upon said premises for the purpose of performing the heretofore described matter. American Suburban Utilities, Inc., agrees that it will promptly restore said premises as near to the original condition as practicable after both the installation and any subsequent maintenance and repair of the same.

This agreement shall inure to and be binding upon the parties hereto, their agents and successors and/or assigns.

Grantor herein certifies under oath that no Indiana Gross Tax is due and payable in respect to the transfer made by this easement. The undersigned persons executing this easement on behalf of grantor represent and certify that they are the duly elected or appointed representatives of the Grantor and have been fully empowered by Grantor to execute and deliver this easement, that Grantor has full capacity to convey the real estate hereby conveyed, and that all necessary action for making of such conveyance has been taken and done.

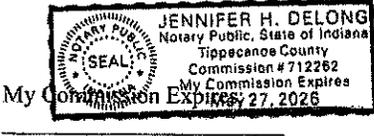
IN WITNESS WHEREOF, Grantor has executed this Temporary Easement the 2nd day of August, 2019.

F. LYNN CASON JR. MARITAL TRUST

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

STATE OF INDIANA)
)SS:
TIPPECANOE COUNTY)

On this 2 day of August, 2019, before me, a notary public in and for said county and state, personally appeared F. Lynn Cason, Jr., Trustee of the F. Lynn Cason Jr. Marital Trust, and acknowledged the execution of the foregoing instrument, and who, having been duly sworn, stated that the representations therein contained are true.



[Signature]
Notary Public
Resident of _____ County

GRANTEE'S ADDRESS: 3350 W. 205 N., West Lafayette, Indiana 47906

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

This instrument prepared by: Eric H. Burns (4032-79), Withered Burns, LLP, 8 N. 3rd Street, Suite 401, P.O. Box 499, Lafayette, IN 47902-0499, Telephone: (765) 742-1988.
1857233

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, being 60 feet in even width, 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 Berntsen 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, North 89°27'38" East, 163.83 feet to the northeast corner of the sanitary sewer facilities easement (permanent easement) as described in Document No. 2016-16006292 in said recorder's office; thence along the east line of the said sanitary sewer facilities easement, South 00°11'49" East, 40.00 feet to the southeast corner of said sanitary sewer facilities easement and the point of beginning; thence parallel with and 40 feet south from the north line of said Tract 1, North 89°27'38" East, 166.35 feet to the west line of the American Suburban Utilities, Inc. property as described in Document No. 2019-19008835 in said recorder's office; thence along the west line of said American Suburban Utilities property, South 00°27'18" East, 60.00 feet to the southwest corner thereof; thence parallel with and 100 feet south from the north line of said Tract 1, South 89°27'38" West, 166.62 feet to the southeast corner of the construction easement (temporary construction easement); thence along the east line of said construction easement, North 00°11'49" West, 60.00 feet to the point of beginning, said easement containing 0.229 acres, more or less.

ALSO

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 Berntsen 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. 2015-15000920 in the Tippecanoe County Recorder's Office; thence along the north line of said Tract 1, North 89°27'38" East, 330.00 feet to the to the northwest corner of the American Suburban Utilities, Inc. property as described in Document No. 2019-19008835 in said recorder's office; thence along the north line of said American Suburban Utilities property, North 89°27'38" East, 100.00 feet to the northeast corner of said American Suburban Utilities property and a corner of said Tract 1; thence along the bounds of said Tract 1 for the following three (3) courses: (1) North 89°27'38" East, 848.28 feet to the point of beginning; (2) North 89°27'38" East, 34.66 feet; (3) South 00°08'21" East, 112.46 feet to the northwest corner of the east half of the northwest quarter of Section 11-23N-5W; thence along the westerly extension of the north line of said half-quarter section, South 89°40'20" West, 4.77 feet; thence North 15°2'55" West, 116.15 feet to the point of beginning, said easement containing 0.051 acres, more or less.

ALSO

An easement for construction of sanitary sewer facilities, being 60 feet in even width, in the Southwest Quarter of Section 2 and 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 southwest corner of Section 2-23-5 marked by a Berntsen A1NB aluminum monument; thence along the west line of said section 2, North 00°15'15" West, 112.30 feet to the

Exhibit
A

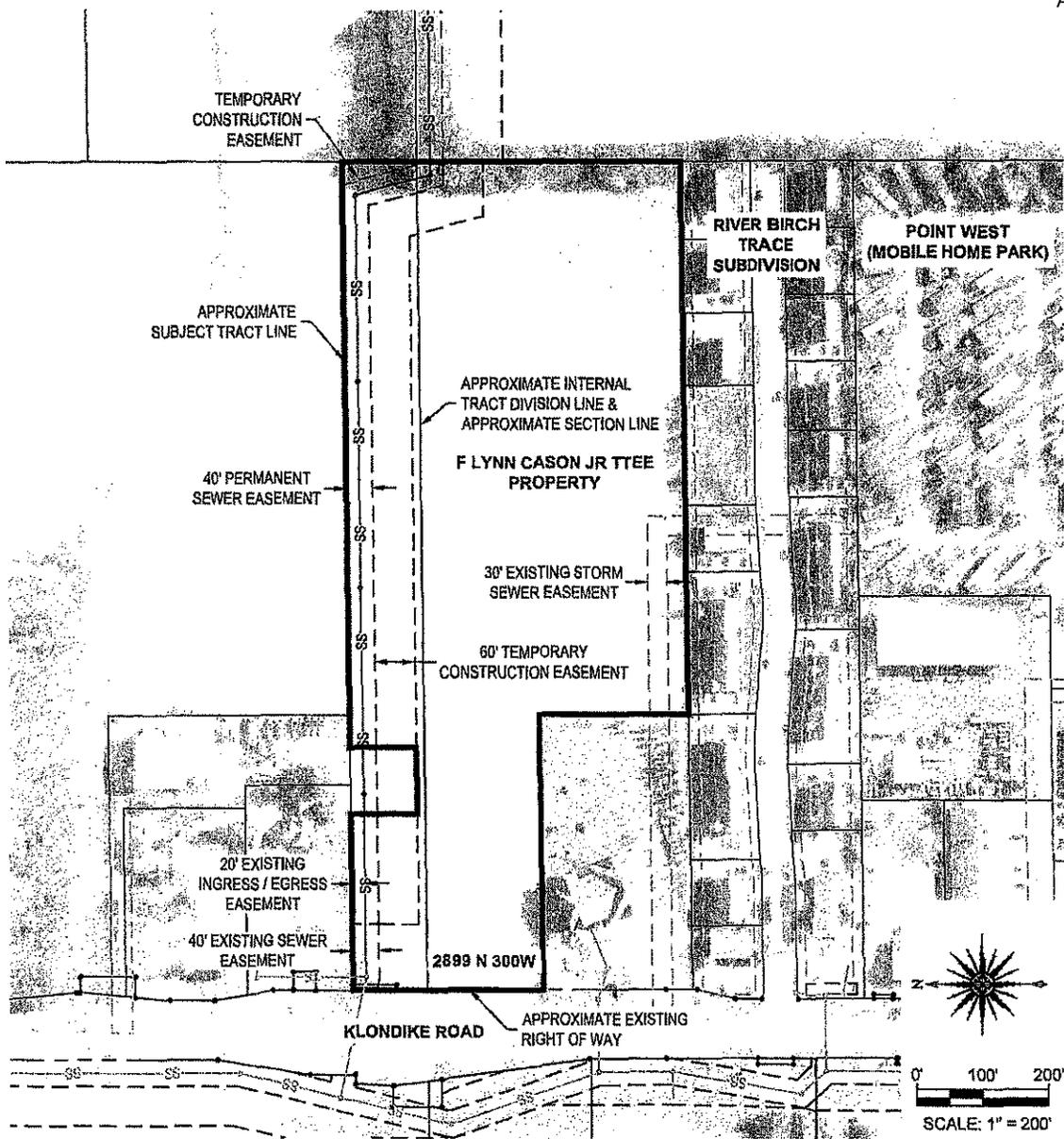
northwest corner of Tract 1 (3.156-acre tract) of the F. Lynn Cason, Jr., Trustee property as described in Document No. 2015-15000920 in the Tippecanoe County Recorder's Office; thence along the north line of said Tract 1, North 89°27'38" East, 330.00 feet to the northwest corner of the American Suburban Utilities, Inc. property as described in Document No. 2019-19008835 in said recorder's office; thence along the north line of said American Suburban Utilities property, North 89°27'38" East, 100.00 feet to the northeast corner of said American Suburban Utilities property and a corner of said Tract 1; thence along the east line of said American Suburban Utilities property, South 00°27'18" East, 40.00 feet to the point of beginning; thence parallel with and 40 feet south from the north line of said Tract 1, North 89°27'38" East, 817.37 feet; thence South 15°02'55" East, 116.03 feet; thence parallel with and 40 feet south from the westerly extension of the north line of the east half of the northwest quarter of section 11-23N-SW, North 89°40'20" East, 35.49 feet to the east line of said Tract 1; thence along the east line of said Tract 1, South 00°8'21" East, 60.00 feet; thence parallel with and 100 feet south from the westerly extension of the north line of said half-quarter section, South 89°40'20" West, 81.76 feet; thence North 15°02'55" West, 115.85 feet; thence parallel with and 100 feet south from the north line of said Tract 1, South 89°27'38" West, 771.01 feet to the southeast corner of said American Suburban Utilities property; thence along the east line of said American Suburban Utilities property, North 00°27'18" West, 60.00 feet to the point of beginning, said easement containing 1.334 acres, more or less.

LEGAL DESCRIPTION – F. Lynn Cason, Jr., Trustee (Document No. 201515000920; Key No. 134-06800-0044 (79-06-11-126-002.000-029))

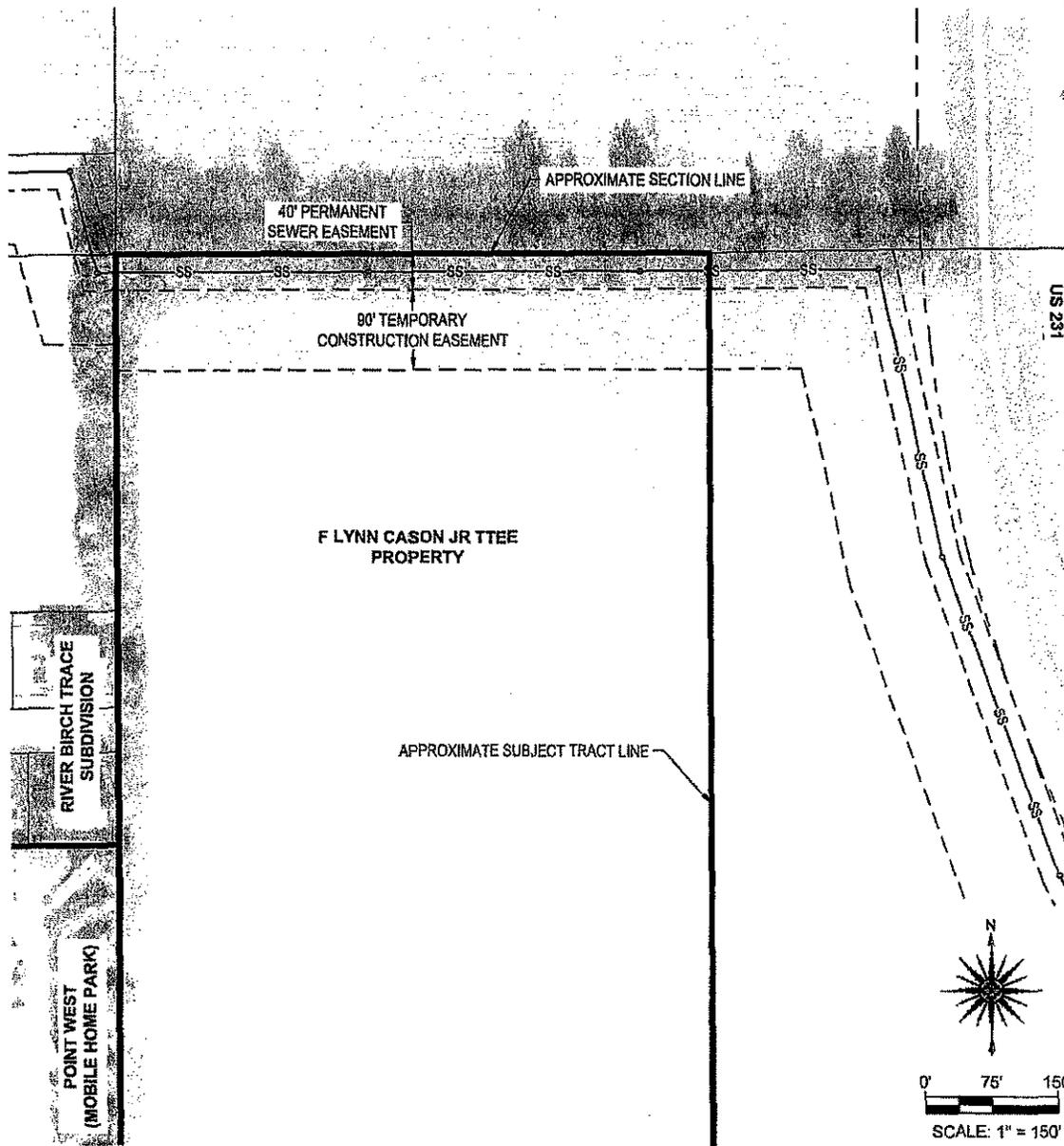
Construction Easement

An easement for construction of sanitary sewer facilities, being 90 feet in even width, 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 southwest corner of Section 2-23-5 marked by a Berntsen 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. 2015-15000920 in the Tippecanoe County Recorder's Office; thence along the north line of said Tract 1, North 89°27'38" East, 330.00 feet to the northwest corner of the American Suburban Utilities, Inc. property as described in Document No. 2019-19008835 in said recorder's office; thence along the north line of said American Suburban Utilities property, North 89°27'38" East, 100.00 feet to the northeast corner of said American Suburban Utilities property and a corner of said Tract 1; thence along the bounds of said Tract 1 for the following two (2) courses: (1) North 89°27'38" East, 882.93 feet; (2) South 00°08'21" East, 112.46 feet to the northwest corner of the east half of the northwest quarter of Section 11-23N-5W and the northwest corner of Tract 2 of said Trustee property; thence along the west line of said Tract 2, South 00°08'21" East, 40.00 feet to the point of beginning; thence parallel with and 40 feet south from the north line of said Tract 2, North 89°40'20" East, 666.87 feet to the east line of said Tract 2; thence along the east line of said Tract 2, South 00°05'59" East, 90.00 feet; thence parallel with and 130 feet south from the north line of said Tract 2, South 89°40'20" West, 666.81 feet to the west line of said Tract 2; thence along the west line of said Tract 2, North 00°08'21" West, 90.00 feet to the point of beginning, said easement containing 1.378 acres, more or less.



 <p>IBIRD Design Services Corporation Engineering • Surveying • Environmental Construction Management 105 NORTH 10TH STREET • LAFAYETTE, INDIANA phone: (765) 742-1900 • fax: (765) 742-1905 www.birdesign.com</p>	<p>EASEMENT EXHIBIT F LYNN CASON JR TTEE PROPERTY KEY NUMBER: 79-06-11-100-001.000-023</p>				
	<p>PART OF THE SOUTHWEST QUARTER OF SECTION 2 & PART OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 23 NORTH, RANGE 5 WEST, WABASH TOWNSHIP, TIPPECANOE COUNTY, INDIANA</p>				
PROJECT: 14011	DATE: 7/24/2019	CHECKED BY: CSK	DRAWN BY: MGF	DRAWING FILE: 14007 & 14011-EASEMENT EXHIBITS.DWG	SHEET: 1 / 1



 <p>IBIRD Design Services Corporation Engineering • Surveying • Environmental Construction Management 105 NORTH 10TH STREET • LAFAYETTE, INDIANA phone: (765) 742-1900 • fax: (765) 742-1695 www.ibirdesign.com</p>		<p>EASEMENT EXHIBIT</p> <p>F LYNN CASON JR TTEE PROPERTY KEY NUMBER: 79-06-11-126-002.000-029</p> <p>PART OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 23 NORTH, RANGE 5 WEST, WABASH TOWNSHIP, TIPPECANOE COUNTY, INDIANA</p>			
PROJECT:	DATE:	CHECKED BY:	DRAWN BY:	DRAWING FILE:	SHEET:
14011	7/24/2019	CSK	MGF	14007 & 14011-EASEMENT EXHIBITS.DWG	1 / 1

Tax Key No.: 79-06-11-100-001.000-023
Alt ID. 134-06500-0850
Tax Key No.: 79-06-11-126-002.000-029
Alt ID. 134-06800-0044
Last Transfer: Doc 201515000920X 01/16/15

PERMANENT DEED OF EASEMENT

This Indenture Witnesseth, that F. Lynn Cason, Jr., as Trustee of the F. Lynn Cason Jr. Marital Trust under trust agreement dated July 29, 1992, (hereinafter called Grantor) of Tippecanoe County, State of Indiana, CONVEYS AND GRANTS to American Suburban Utilities, Inc., an Indiana Corporation (hereinafter called Grantee), for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, a perpetual easement in and to the real estate described in Exhibit "A" ("Easement Area"), consisting of two (2) pages, which is attached hereto, incorporated by reference and made a part hereof, to-wit:

(H.J.)

all of which is associated with the American Suburban Utilities Cumberland Project.

Grantor, for itself and its successors and/or assigns, agrees that it will not plant any trees or erect any permanent structures or fence in the Easement Area (excepting any privately used driveways) or construct or maintain any other obstruction to the use of said Easement Area for the purpose permitted hereunder, including any repair thereof. Grantor acknowledges and agrees that any repair costs to the driveway are the responsibility of the Grantor after any maintenance or repair of the utilities under said driveway.

Grantee, its agents, servants, employees and/or assigns, shall have the right and authority to enter upon the Easement Area for the purpose of performing the purposes specified herein. Grantee agrees that it will promptly restore the Easement Area as near to the original condition as practicable after both the installation and any subsequent maintenance and repair of the same.

DULY ENTERED FOR TAXATION SUBJECT
TO FINAL ACCEPTANCE FOR TRANSFER

Aug 06 2019

Robert A. Winters RI

AUDITOR OF TIPPECANOE CO.

Tax Key No.: 79-06-11-100-001.000-023
Alt ID. 134-06500-0850
Tax Key No.: 79-06-11-126-002.000-029
Alt ID. 134-06800-0044
Last Transfer: Doc 201515000920X 01/16/15

PERMANENT DEED OF EASEMENT

This Indenture Witnesseth, that F. Lynn Cason, Jr., as Trustee of the F. Lynn Cason Jr. Marital Trust under trust agreement dated July 29, 1992, (hereinafter called Grantor) of Tippecanoe County, State of Indiana, CONVEYS AND GRANTS to American Suburban Utilities, Inc., an Indiana Corporation (hereinafter called Grantee), for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, a perpetual easement in and to the real estate described in Exhibit "A" ("Easement Area"), consisting of two (2) pages, which is attached hereto, incorporated by reference and made a part hereof, to-wit:

(H.I.)

all of which is associated with the American Suburban Utilities Cumberland Project.

Grantor, for itself and its successors and/or assigns, agrees that it will not plant any trees or erect any permanent structures or fence in the Easement Area (excepting any privately used driveways) or construct or maintain any other obstruction to the use of said Easement Area for the purpose permitted hereunder, including any repair thereof. Grantor acknowledges and agrees that any repair costs to the driveway are the responsibility of the Grantor after any maintenance or repair of the utilities under said driveway.

Grantee, its agents, servants, employees and/or assigns, shall have the right and authority to enter upon the Easement Area for the purpose of performing the purposes specified herein. Grantee agrees that it will promptly restore the Easement Area as near to the original condition as practicable after both the installation and any subsequent maintenance and repair of the same.

This Easement shall inure to the benefit of and be binding upon the parties hereto, their agents and/or successors and/or assigns.

Grantor reserves the right to use and occupy the surface area on and over the easement provided that said use and occupancy does not in any way conflict or obstruct Grantee's right to use said surface for the purposes and intentions, hereinabove expressed.

Wherever used herein, the terms "Grantor" and "Grantee" may be construed in the singular or plural as the context may require or admit, and for purposes of exceptions, reservations and/or covenants, shall include the heirs, legal representatives and assigns of individuals or the successors and assigns of corporations.

The undersigned person executing this instrument represents and certifies that the undersigned is authorized and has been fully empowered to execute and deliver this Permanent Easement.

IN WITNESS WHEREOF, the Grantor has executed this deed, this 2nd day of August, 2019.

F. LYNN CASON JR. MARITAL TRUST

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

STATE OF INDIANA)
)SS:
TIPPECANOE COUNTY)

On this 2nd day of August, 2019, before me, a notary public in and for said county and state, personally appeared F. Lynn Cason, Jr., Trustee of the F. Lynn Cason Jr. Marital Trust, and acknowledged the execution of the foregoing instrument, and who, having been duly sworn, stated that the representations therein contained are true.

My Commission Expires:



[Signature]
Notary Public
Resident of 1857233 County

GRANTEE'S ADDRESS: 3350 W. 205 N., West Lafayette, Indiana 47906

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. ~~XXXX-XXXX~~ *Bugarin*

This instrument prepared by: Eric H. Burns (4032-79), Withered Burns, LLP, 8 N. 3rd Street, Suite 401, P.O. Box 499, Lafayette, IN 47902-0499, Telephone: (765) 742-1988.

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, being 40 feet in even width, 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 Berntsen 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. 2015-15000920 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, 163.83 feet to the northeast corner of the sanitary sewer facilities easement (permanent easement) as described in Document No. 2016-16006292 in said recorder's office and the point of beginning; (2) North 89°27'38" East, 166.17 feet to the northwest corner of the American Suburban Utilities, Inc. property as described in Document No. 2019-19008835 in said recorder's office; thence along the west line of said American Suburban Utilities property, South 00°27'18" East, 40.00 feet; thence parallel with and 40 feet south from the north line of said Tract 1, South 89°27'38" West, 166.35 feet to the southeast corner of said sanitary sewer facilities easement; thence along the east line of said sanitary sewer facilities easement, North 00°11'49" West, 40.00 feet to the point of beginning, said easement containing 0.153 acres, more or less.

ALSO

An easement for sanitary sewer facilities, being 40 feet in even width, in the Southwest Quarter of Section 2 and 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 southwest corner of Section 2-23-5 marked by a Berntsen 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. 2015-15000920 in the Tippecanoe County Recorder's Office; thence along the north line of said Tract 1, North 89°27'38" East, 330.00 feet to the northwest corner of the American Suburban Utilities, Inc. property as described in Document No. 2019-19008835 in said recorder's office; thence along the north line of said American Suburban Utilities property, North 89°27'38" East, 100.00 feet to the northeast corner of said American Suburban Utilities property and a corner of said Tract 1 and the point of beginning; thence along the north line of said Tract 1, North 89°27'38" East, 848.28 feet; thence South 15°02'55" East, 116.15 feet to the westerly extension of the north line of the east half of the northwest quarter of said section 11; thence along the westerly extension of the north line of said half-quarter section, North 89°40'20" East, 4.77 feet to the east line of said Tract 1; thence along the east line of said Tract 1, South 00°08'21" East, 40.00 feet; thence parallel with and 40 feet south from the westerly extension of the north line of said half-quarter section, South 89°40'20" West, 35.49 feet; thence North 15°02'55" West, 116.03 feet; thence parallel with and 40 feet south from the north line of said Tract 1, South 89°27'38" West, 817.37 feet to the east line of said American Suburban Utilities property; thence along the east line of said American Suburban Utilities property, North 00°27'18" West, 40.00 feet to the point of beginning, said easement containing 0.890 acres, more or less.

Said easements 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.

Exhibit
A

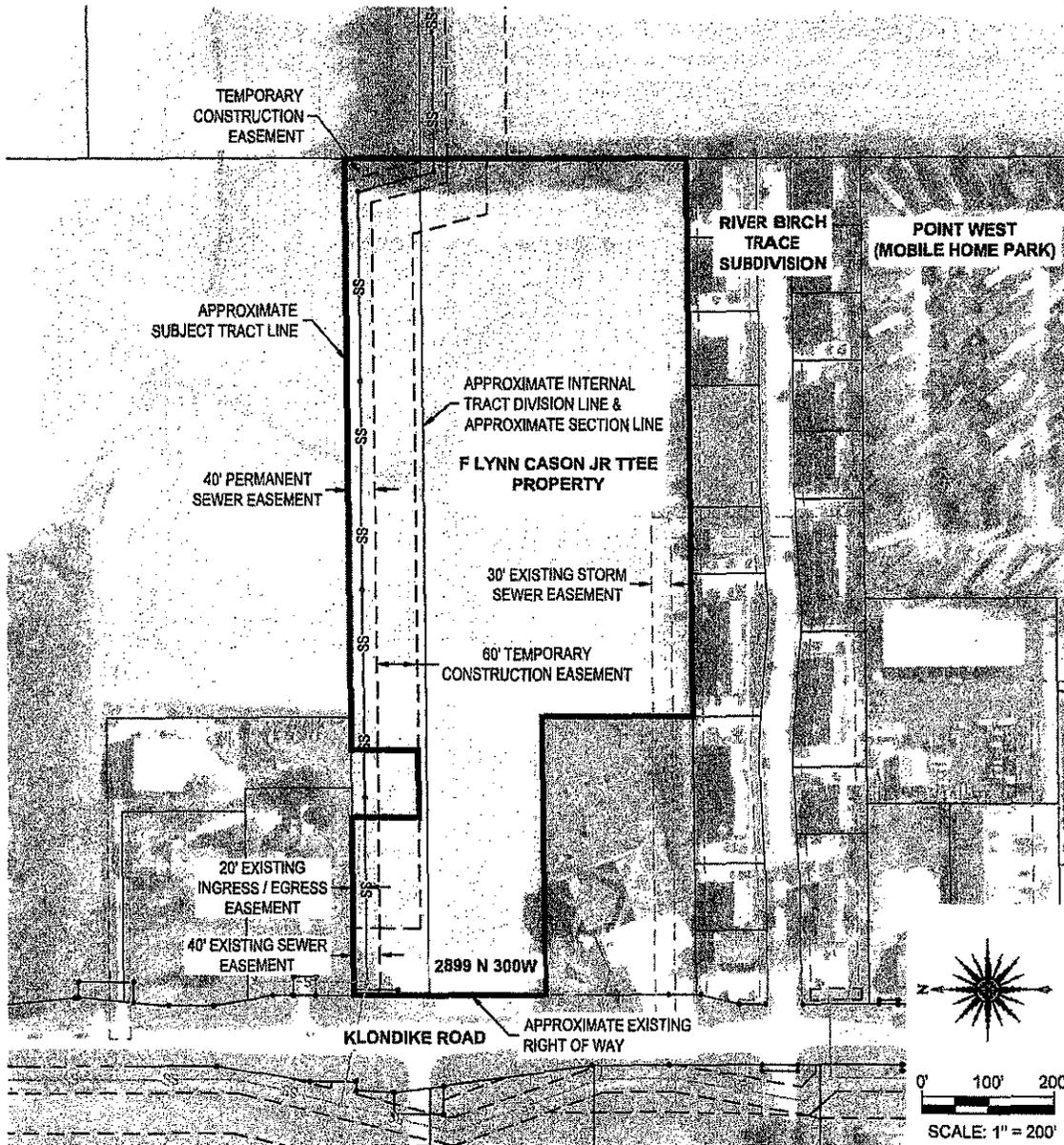
LEGAL DESCRIPTION – F. Lynn Cason, Jr., Trustee (Document No. 201515000920; Key No. 134-06800-0044 (79-06-11-126-002-000-029))

Sanitary Sewer Facilities Easement

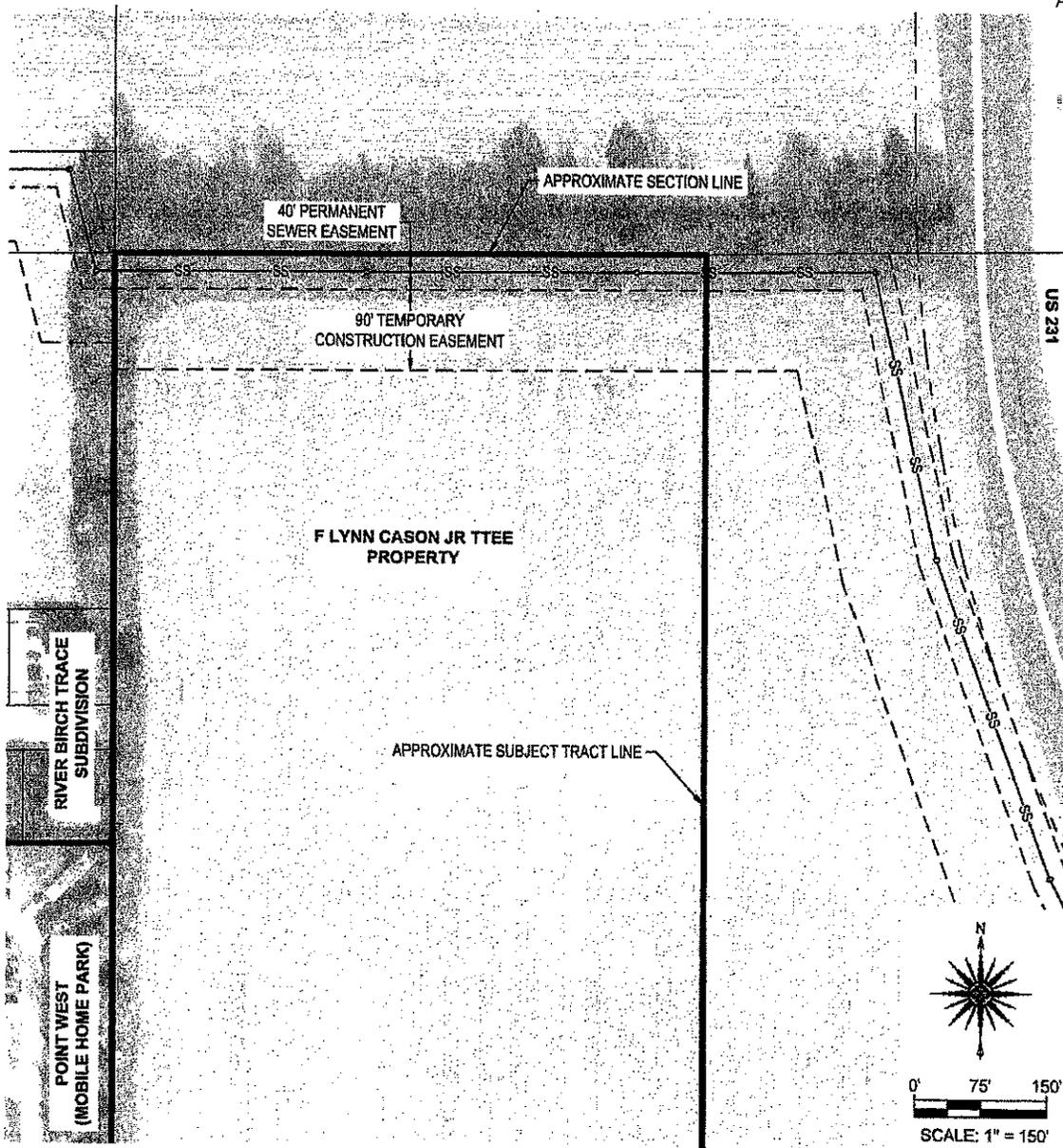
An easement for sanitary sewer facilities, being 40 feet in even width, in the Northwest Quarter of Section 11, Township 23 North, Range 5 West, Wabash Township, Tippecanoe County, Indiana, said easement being more completely described as follows, to-wit:

Commencing at the southwest corner of Section 2-23-5 marked by a Berntsen 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. 2015-15000920 in the Tippecanoe County Recorder's Office; thence along the north line of said Tract 1, North 89°27'38" East, 330.00 feet to the northwest corner of the American Suburban Utilities, Inc. property as described in Document No. 2019-19008835 in said recorder's office; thence along the north line of said American Suburban Utilities property, North 89°27'38" East, 100.00 feet to the northeast corner of said American Suburban Utilities property and a corner of said Tract 1; thence along the bounds of said Tract 1 for the following two (2) courses: (1) North 89°27'38" East, 882.93 feet; (2) South 00°08'21" East, 112.46 feet to the northwest corner of the east half of the northwest quarter of Section 11-23N-5W and the northwest corner of Tract 2 of said Trustee property and the point of beginning; thence along the bounds of said Tract 2 for the following two (2) courses: (1) North 89°40'20" East, 666.90 feet; (2) South 00°05'59" East, 40.00 feet; thence parallel with and 40 feet south from the north line of said Tract 2, South 89°40'20" West, 666.87 feet to the west line of said Tract 2; thence along the west line of said Tract 2, North 00°08'21" West, 40.00 feet to the point of beginning, said easement containing 0.612 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.



 TBIRD Design Services Corporation Engineering • Surveying • Environmental Construction Management 105 NORTH 10TH STREET • LAFAYETTE, INDIANA phone: (765) 742-1900 • fax: (765) 742-1905 www.tbirdesign.com		EASEMENT EXHIBIT F LYNN CASON JR TTEE PROPERTY KEY NUMBER: 78-06-11-100-001.000-023 PART OF THE SOUTHWEST QUARTER OF SECTION 2 & PART OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 23 NORTH, RANGE 5 WEST, WABASH TOWNSHIP, TIPPECANCE COUNTY, INDIANA			
PROJECT:	DATE:	CHECKED BY:	DRAWN BY:	DRAWING FILE:	SHEET:
14011	7/24/2019	CSK	MGF	14007 & 14011-EASEMENT EXHIBITS.DWG	1 / 1



 <p>TBIRD Design Services Corporation Engineering • Surveying • Environmental Construction Management 106 NORTH 10TH STREET • LAFAYETTE, INDIANA phone: (785) 742-1900 • fax: (785) 742-1905 www.tbirdesign.com</p>	<p>EASEMENT EXHIBIT</p> <p>F LYNN CASON JR TTEE PROPERTY KEY NUMBER: 79-06-11-128-002.000-029</p> <p>PART OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 23 NORTH, RANGE 5 WEST, WABASH TOWNSHIP, TIPPECANOE COUNTY, INDIANA</p>				
	PROJECT: 14011	DATE: 7/24/2019	CHECKED BY: CSK	DRAWN BY: MGF	DRAWING FILE: 14007 & 14011-EASEMENT EXHIBITS.DWG

O 765.423.7900

A 250 MAIN STREET, SUITE 590
 LAFAYETTE, IN 47901

W WWW.GUTWEINLAW.COM



GUTWEIN
 LAW

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

Page: 1
 July 8, 2019
 Invoice No. 284659
 Account No. 11954.0014

3350 W 250 N Purchase of .23 AC

Description

			Rate	Hours	
6/04/2019	CDS	Correspondence with client re: status of closing and desired timeline; conference with title company re: status of closing and closing documents	295.00	0.50	147.50
6/05/2019	CDS	Conference with title company re: closing and related parties	295.00	0.50	147.50
6/06/2019	CDS	Review and analysis of closing information and timing; conference with title company re: status	295.00	0.50	147.50
6/07/2019	MMB	Receive, review and compile closing documents	170.00	0.20	34.00
	CDS	Review and revise closing documents and settlement statement; phone conference with client re: closing information; phone conference with title company re: revisions to closing documents; review and revise deed; attend closing; conference with client re: easements and related project	295.00	2.10	619.50
6/10/2019	CDS	Consultation re: status of easements and related information	295.00	0.40	118.00
		For Current Services Rendered		4.20	1,214.00
		Total Current Work			1,214.00
		Previous Balance			\$1,504.50

Payments

6/21/2019		Payment Received.			-1,504.50
		Balance Due			<u>\$1,214.00</u>

Federal ID # 46-1121233

Interest at the rate of 1.5% per month is charged on all invoices not paid within 30 days.

12 1945 Ch# 4862 11-JUL

O 765.423.7900

A 250 MAIN STREET, SUITE 590
LAFAYETTE, IN 47901

W WWW.GUTWEINLAW.COM



GUTWEIN
LAW

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

Page: 1
August 2, 2019
Invoice No. 285340
Account No. 11954.0014

3350 W 250 N Purchase of .23 AC

Description

		Rate	Hours	
7/31/2019	MMB Consultation re: easements; review easements and exhibits; prepare draft Corporate Warranty Deed for .23-acre tract		0.80	n/c
	CDS Phone conference with client re: transfer of easement and potential revisions; review and analysis of proposed deed, transfer documents and easements;	295.00	<u>1.40</u>	<u>413.00</u>
	For Current Services Rendered		1.40	413.00
	Total Current Work			413.00
	Previous Balance			\$1,214.00
<u>Payments</u>				
7/26/2019	Payment Received.			-1,214.00
	Balance Due			<u>\$413.00</u>

Federal ID # 46-1121233

Interest at the rate of 1.5% per month is charged on all invoices not paid
within 30 days.

1945 Ch# 4947 7-AUG

○ 765.423.7900

A 250 MAIN STREET, SUITE 590
 LAFAYETTE, IN 47901

W WWW.GUTWEINLAW.COM



GUTWEIN
 LAW

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

Page: 1
 September 4, 2019
 Invoice No. 286384
 Account No. 11954.0015

Easement Agreement

*Capitalize
 1946*

		<u>Description</u>	Rate	Hours	
8/01/2019	MMB	Receive and review deed; receive, review and compile correspondence, easements and drawings to make future reference efficient; revise deed and add signature page to easement	170.00	0.70	119.00
	CDS	Review and analysis of easement agreements and closing information; prepare signature packets and revisions to deed; consultation re: closing; phone conference with client re: closing and status; conference with title company re: impact to commitment and easements	295.00	2.10	619.50
8/02/2019	MMB	Conference with Advantage Title re: easements; phone conference with Alan White, broker for Lynn Cason	170.00	0.90	153.00
	CDS	Review and revise easement agreements to prepare for recording; conference with client re: status and outstanding issues; correspondence with client re: status; phone conference with Alan White re: easement and easement revisions; conference with title company re: closing requirements, and easements; conference with title company re: closing and recording requirements and timing; conference with Lynn Cason re: easement revisions	295.00	3.50	1,032.50
8/08/2019	CDS	Correspondence with Advantage re: closing documents and copies; correspondence to client re: status	295.00	0.40	118.00
		For Current Services Rendered		7.60	2,042.00

Expenses

8/09/2019		Easement Recording Fee Advantage Title, Inc.			145.00
		Total Expenses			145.00
		Total Current Work			2,187.00
		Balance Due			<u>\$2,187.00</u>

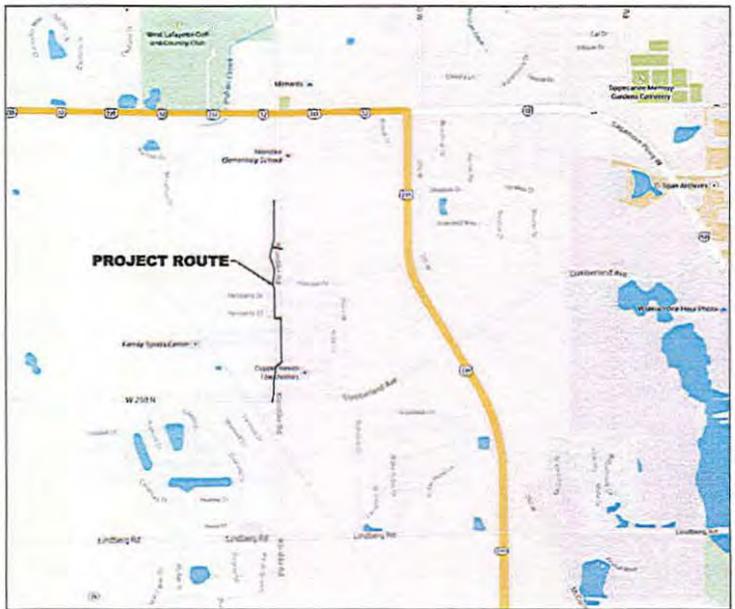
1945 Ch# 5052 13-SEP

CONSTRUCTION PLANS

AMERICAN SUBURBAN UTILITIES, INC

KLONDIKE SANITARY SEWER PROJECT

SANITARY SEWER AS-BUILTS



VICINITY MAP
012

AS-BUILT CERTIFICATION
I HEREBY CERTIFY THAT THE "AS-BUILT" DATA CONTAINED IN THESE DRAWINGS WAS COLLECTED UNDER MY SUPERVISION AND TO THE BEST OF MY KNOWLEDGE REPRESENTS THE CONDITIONS AS THEY EXIST ON THIS PROJECT AND THAT THE CONSTRUCTION GENERALLY CONFORMS TO THE REQUIREMENTS SET FORTH IN THE APPROVED CONSTRUCTION PLANS.

Clem & Kuns
CLEM S. KUNS, L.S., P.E.

01180817
DATE



TITLE SHEET	
000	TITLE SHEET
001	LEGEND & APPENDICES
002	CONTROL PLAN
003	OVERALL SANITARY SEWER ROUTE
004-005	STORMWATER POLLUTION PREVENTION PLAN
006-008	SANITARY SEWER PLANS & PROFILES - KLONDIKE ROUTE MAIN
009-011	SANITARY SEWER PLANS & PROFILES - KLONDIKE ROUTE SUB MAIN
012	DETAILS & TABLES
1000-1001	AMERICAN SUBURBAN UTILITIES - ELEVATIONS AND DETAILS



KLONDIKE SANITARY SEWER PROJECT
AMERICAN SUBURBAN UTILITIES
C/O SCOTT LODS
3350 WEST 250 NORTH, WEST LAFAYETTE, IN 47906
ast-hcd@hotmail.com / (765) 463-3856

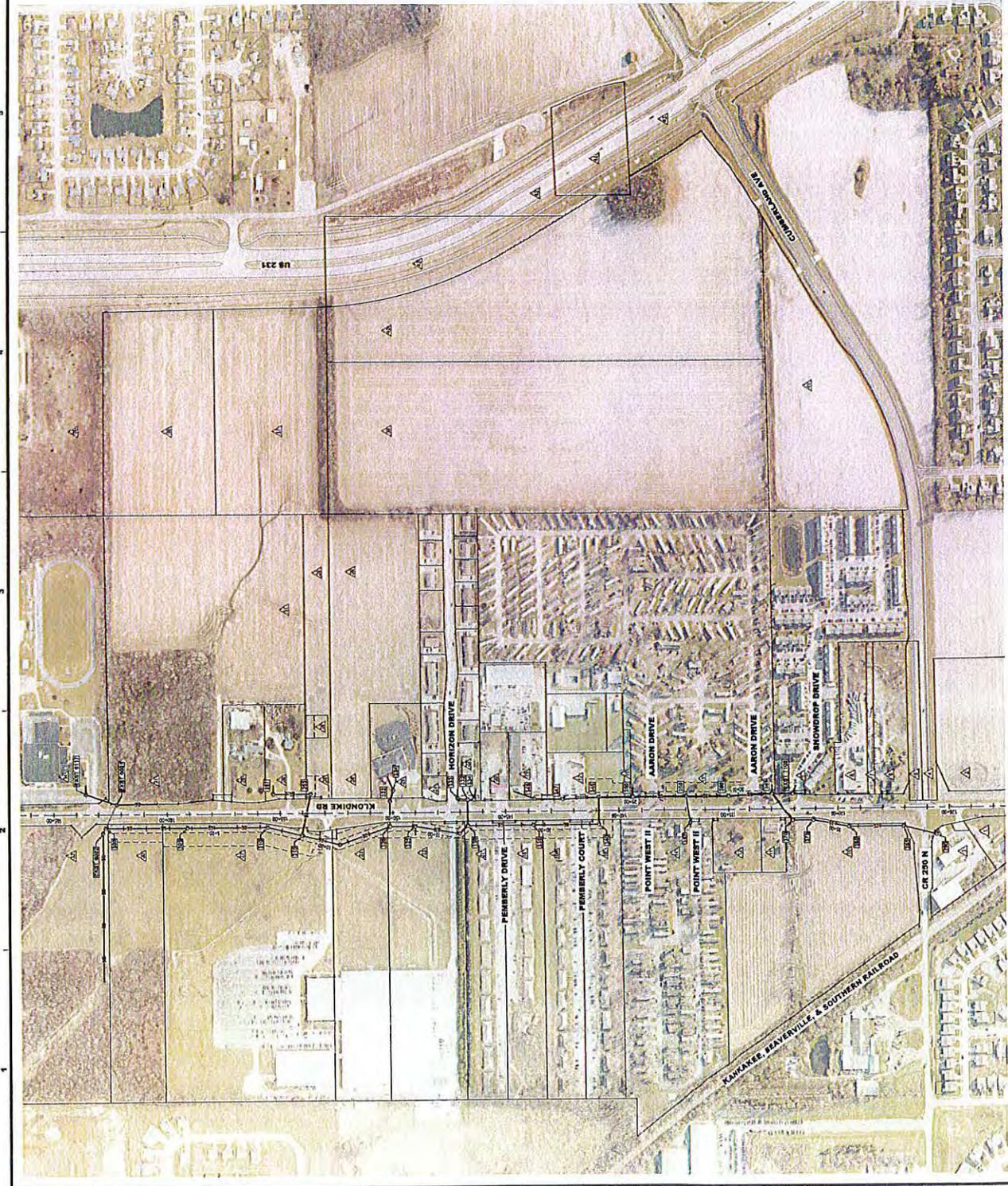
PROJECT NO.	DATE
14867	01/18/07
FILE:	14867_GENERAL.DWG
DRAWN BY:	MSP, HML, TML, CLP
CHECKED BY:	CBC
LOCATION:	A PART OF SECTIONS 2, 3, 4, 5, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 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SEWER PROJECT
FOR
AMERICAN SUBURBAN UTILITIES
C/O SCOTT LODS
3350 WEST 250 NORTH WEST LAZYETTE, IN 47906
asm-hc@hotmail.com (765) 463-3856

DATE	DESCRIPTION	BY	CHKD BY
10/27/11	ISSUED FOR PERMITS	RSK	RSK
11/01/11	REVISIONS	RSK	RSK
11/02/11	REVISIONS	RSK	RSK
11/03/11	REVISIONS	RSK	RSK
11/04/11	REVISIONS	RSK	RSK
11/05/11	REVISIONS	RSK	RSK
11/06/11	REVISIONS	RSK	RSK
11/07/11	REVISIONS	RSK	RSK
11/08/11	REVISIONS	RSK	RSK
11/09/11	REVISIONS	RSK	RSK
11/10/11	REVISIONS	RSK	RSK
11/11/11	REVISIONS	RSK	RSK
11/12/11	REVISIONS	RSK	RSK
11/13/11	REVISIONS	RSK	RSK
11/14/11	REVISIONS	RSK	RSK
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11/16/11	REVISIONS	RSK	RSK
11/17/11	REVISIONS	RSK	RSK
11/18/11	REVISIONS	RSK	RSK
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11/24/11	REVISIONS	RSK	RSK
11/25/11	REVISIONS	RSK	RSK
11/26/11	REVISIONS	RSK	RSK
11/27/11	REVISIONS	RSK	RSK
11/28/11	REVISIONS	RSK	RSK
11/29/11	REVISIONS	RSK	RSK
11/30/11	REVISIONS	RSK	RSK

NO.	PARCEL OWNER INDEX	PARCEL #
1	JOE FRANKLIN	79-06-14-01-00-00-00
2	REYNOLDS COUNTY CHURCH INC	79-06-14-02-00-00-00
3	REYNOLDS B & B BAYN HILLURBY TITE	79-06-14-03-00-00-00
4	COUNTY OF IOWA	79-06-14-04-00-00-00
5	COUNTY OF IOWA	79-06-14-05-00-00-00
6	JEFFREY C & BRENDA L DOWAN	79-06-14-06-00-00-00
7	JEFFREY C & BRENDA L DOWAN	79-06-14-07-00-00-00
8	JEFFREY C & BRENDA L DOWAN	79-06-14-08-00-00-00
9	COMPTON BROS COMMERCIAL REALTY LLC	79-06-14-09-00-00-00
10	JEFFREY C & BRENDA L DOWAN	79-06-14-10-00-00-00
11	JEFFREY C & BRENDA L DOWAN	79-06-14-11-00-00-00
12	JEFFREY C & BRENDA L DOWAN	79-06-14-12-00-00-00
13	JEFFREY C & BRENDA L DOWAN	79-06-14-13-00-00-00
14	JEFFREY C & BRENDA L DOWAN	79-06-14-14-00-00-00
15	JEFFREY C & BRENDA L DOWAN	79-06-14-15-00-00-00
16	JEFFREY C & BRENDA L DOWAN	79-06-14-16-00-00-00
17	JEFFREY C & BRENDA L DOWAN	79-06-14-17-00-00-00
18	JEFFREY C & BRENDA L DOWAN	79-06-14-18-00-00-00
19	JEFFREY C & BRENDA L DOWAN	79-06-14-19-00-00-00
20	JEFFREY C & BRENDA L DOWAN	79-06-14-20-00-00-00
21	JEFFREY C & BRENDA L DOWAN	79-06-14-21-00-00-00
22	JEFFREY C & BRENDA L DOWAN	79-06-14-22-00-00-00
23	JEFFREY C & BRENDA L DOWAN	79-06-14-23-00-00-00
24	JEFFREY C & BRENDA L DOWAN	79-06-14-24-00-00-00
25	JEFFREY C & BRENDA L DOWAN	79-06-14-25-00-00-00
26	JEFFREY C & BRENDA L DOWAN	79-06-14-26-00-00-00
27	JEFFREY C & BRENDA L DOWAN	79-06-14-27-00-00-00
28	JEFFREY C & BRENDA L DOWAN	79-06-14-28-00-00-00
29	JEFFREY C & BRENDA L DOWAN	79-06-14-29-00-00-00
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32	JEFFREY C & BRENDA L DOWAN	79-06-14-32-00-00-00
33	JEFFREY C & BRENDA L DOWAN	79-06-14-33-00-00-00
34	JEFFREY C & BRENDA L DOWAN	79-06-14-34-00-00-00
35	JEFFREY C & BRENDA L DOWAN	79-06-14-35-00-00-00
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37	JEFFREY C & BRENDA L DOWAN	79-06-14-37-00-00-00
38	JEFFREY C & BRENDA L DOWAN	79-06-14-38-00-00-00
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41	JEFFREY C & BRENDA L DOWAN	79-06-14-41-00-00-00
42	JEFFREY C & BRENDA L DOWAN	79-06-14-42-00-00-00
43	JEFFREY C & BRENDA L DOWAN	79-06-14-43-00-00-00
44	JEFFREY C & BRENDA L DOWAN	79-06-14-44-00-00-00
45	JEFFREY C & BRENDA L DOWAN	79-06-14-45-00-00-00
46	JEFFREY C & BRENDA L DOWAN	79-06-14-46-00-00-00
47	JEFFREY C & BRENDA L DOWAN	79-06-14-47-00-00-00
48	JEFFREY C & BRENDA L DOWAN	79-06-14-48-00-00-00
49	JEFFREY C & BRENDA L DOWAN	79-06-14-49-00-00-00
50	JEFFREY C & BRENDA L DOWAN	79-06-14-50-00-00-00



PROPERTY LINES WITHIN THIS MAP ARE INDICATED AS INFORMATION ONLY AND DO NOT CONSTITUTE A WARRANTY OR GUARANTEE OF THE ACCURACY OF THE INFORMATION SHOWN HEREON. THE USER OF THIS MAP SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION SHOWN HEREON.

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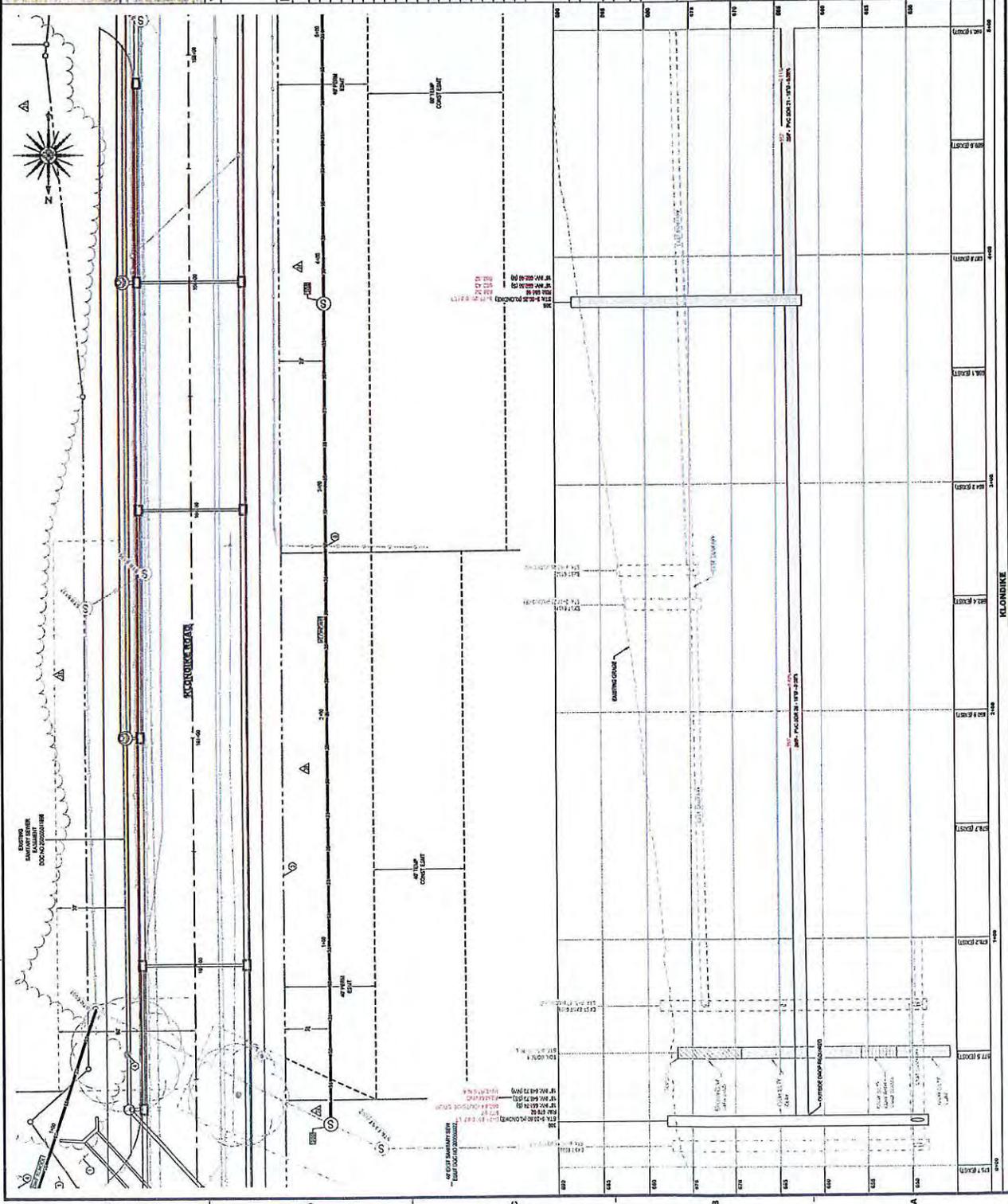
KLONDIKE SANITARY
AMERICAN SUBURBAN UTILITIES
C/O SCOTT COS
3350 WEST 250 N ON 171ST WEST LAFAYETTE, IN 47906
msu-Info@msu.com / (765) 463-3856

NO.	DESCRIPTION	DATE	BY	CHECKED BY
1	ISSUED FOR PERMITS	10/20/10	JK	JK
2	ISSUED FOR CONSTRUCTION	10/20/10	JK	JK
3	ISSUED FOR AS-BUILT	10/20/10	JK	JK
4	ISSUED FOR RECORD	10/20/10	JK	JK



- KEYNOTES**
1. LOCATIONS AND RELATIONS OF STRUCTURES SHOWN ON THIS PLAN SHALL BE CORROBORATED BY THE PROPERTY OWNER.
 2. LOCATIONS AND RELATIONS OF STRUCTURES SHOWN ON THIS PLAN SHALL BE CORROBORATED BY THE PROPERTY OWNER.
 3. PROPOSED LOCATIONS SHOWN ON THIS PLAN SHALL BE CORROBORATED BY THE PROPERTY OWNER.
 4. REMOVE FENCE.
 5. REMOVE EXISTING CONCRETE CURB AND GUTTER.
 6. REMOVE EXISTING CONCRETE CURB AND GUTTER.
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 19. REMOVE EXISTING CONCRETE CURB AND GUTTER.
 20. REMOVE EXISTING CONCRETE CURB AND GUTTER.
 21. REMOVE EXISTING CONCRETE CURB AND GUTTER.

- NOTES**
1. VERIFY EXISTING UTILITIES AND RELATIONS BEFORE CONSTRUCTION.
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NO.	DATE	DESCRIPTION
1	10/15/18	ISSUED FOR PERMITS
2	11/05/18	REVISIONS
3	11/15/18	REVISIONS
4	12/01/18	REVISIONS
5	12/15/18	REVISIONS
6	01/15/19	REVISIONS
7	02/15/19	REVISIONS
8	03/15/19	REVISIONS
9	04/15/19	REVISIONS
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317	12/15/44	



FOR
**KLONDIKE SANITARY
AMERICAN SUBURBAN UTILITIES**
3350 WEST 250 NORTH, WEST LAVERGNE, IN 47906
asn-hc@hotmail.com / (765) 463-3856

NO.	DATE	DESCRIPTION
1	10/15/24	ISSUE FOR PERMIT
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**SANITARY
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PROFILES**
C213

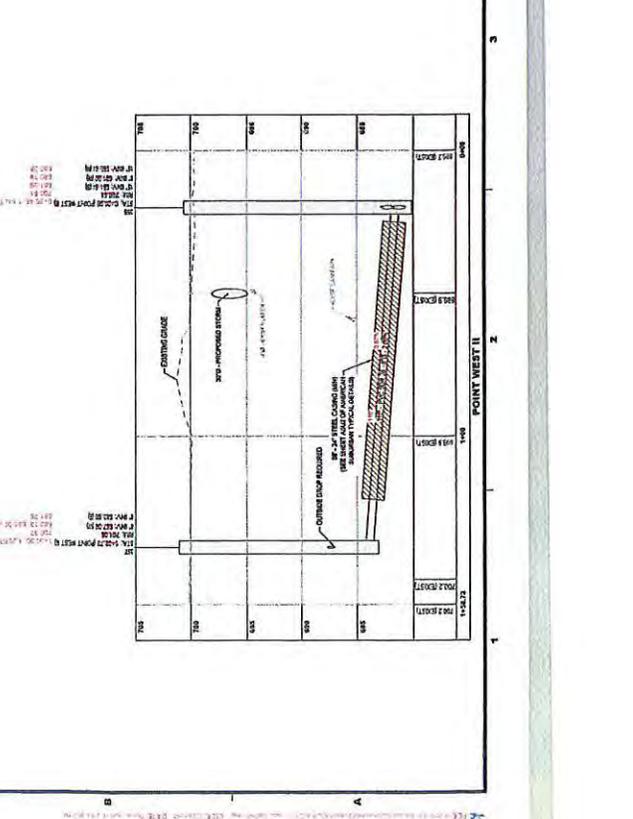
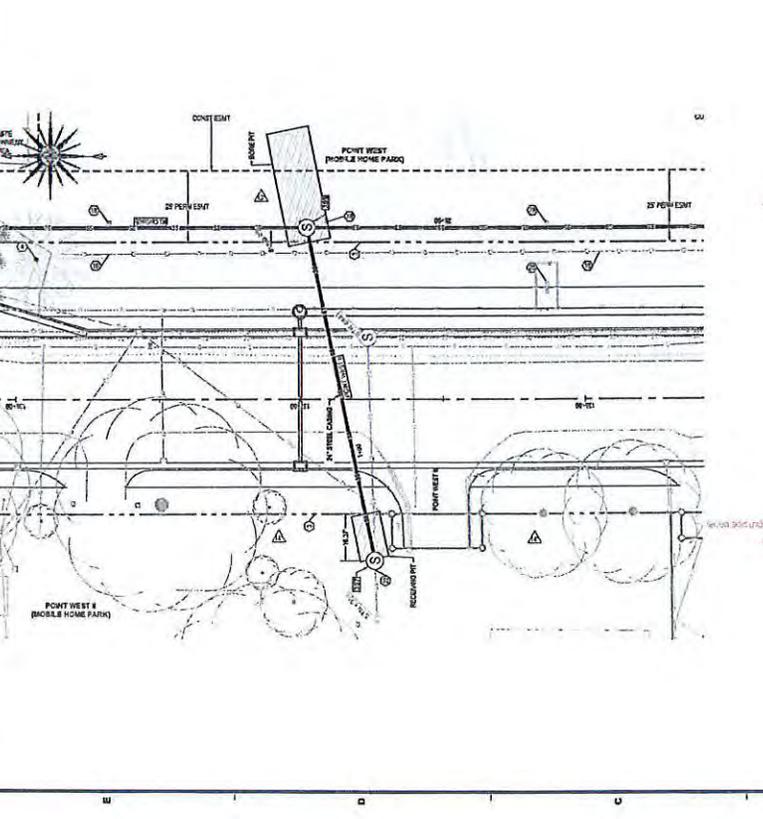
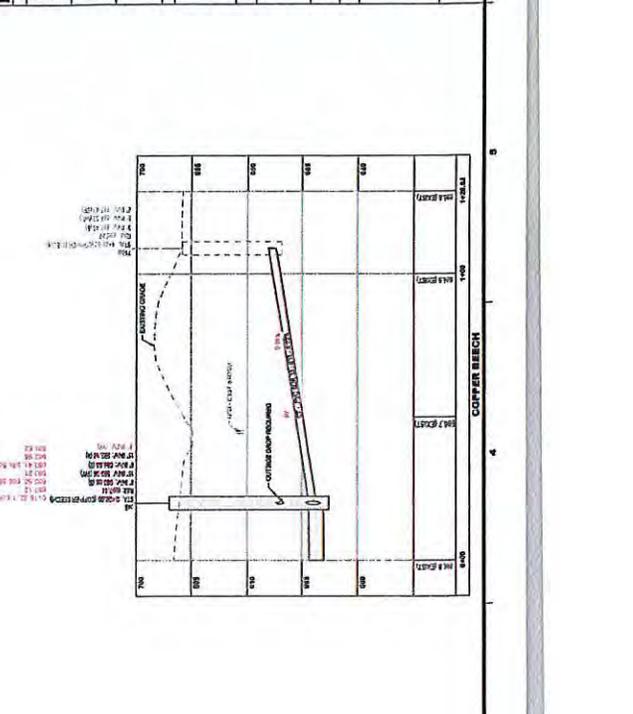
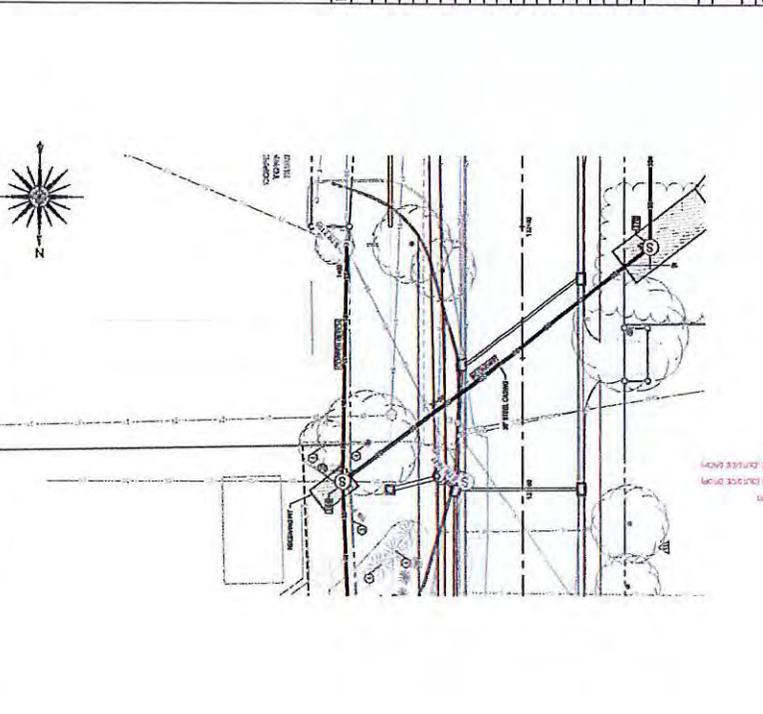
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CHECKED BY: [Name]
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KEYNOTES

1. LOCATIONS OF EXISTING SANITARY LATERALS INDICATED BY DASHED LINES.
2. LOCATIONS OF EXISTING SANITARY MANHOLE STRUCTURES INDICATED BY CIRCLES WITH "M" IN THE CENTER.
3. LOCATIONS OF EXISTING SANITARY MAINS INDICATED BY SOLID LINES.
4. LOCATIONS OF EXISTING SANITARY SERVICE LINES INDICATED BY DASHED LINES.
5. LOCATIONS OF EXISTING SANITARY TRUNK LINES INDICATED BY SOLID LINES.
6. LOCATIONS OF EXISTING SANITARY FORCE MAINS INDICATED BY SOLID LINES.
7. LOCATIONS OF EXISTING SANITARY SEWER MAINS INDICATED BY SOLID LINES.
8. LOCATIONS OF EXISTING SANITARY STORM SEWER MAINS INDICATED BY SOLID LINES.
9. LOCATIONS OF EXISTING SANITARY RAINWATER MAINS INDICATED BY SOLID LINES.
10. LOCATIONS OF EXISTING SANITARY GROUNDWATER MAINS INDICATED BY SOLID LINES.
11. LOCATIONS OF EXISTING SANITARY FLOOD CONTROL MAINS INDICATED BY SOLID LINES.
12. LOCATIONS OF EXISTING SANITARY WASTEWATER MAINS INDICATED BY SOLID LINES.
13. LOCATIONS OF EXISTING SANITARY INDUSTRIAL WASTE MAINS INDICATED BY SOLID LINES.
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49. LOCATIONS OF EXISTING SANITARY FIBER WASTE MAINS INDICATED BY SOLID LINES.
50. LOCATIONS OF EXISTING SANITARY LEATHER WASTE MAINS INDICATED BY SOLID LINES.

NOTES

1. VERIFY EXISTING SANITARY LATERAL LOCATIONS BEFORE CONSTRUCTION.
2. VERIFY EXISTING SANITARY MAINS LOCATIONS BEFORE CONSTRUCTION.
3. VERIFY EXISTING SANITARY SERVICE LINES LOCATIONS BEFORE CONSTRUCTION.
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50. VERIFY EXISTING SANITARY RUBBER WASTE MAINS LOCATIONS BEFORE CONSTRUCTION.

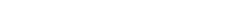
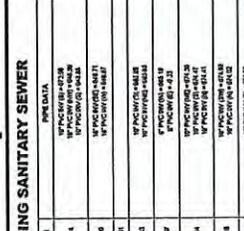
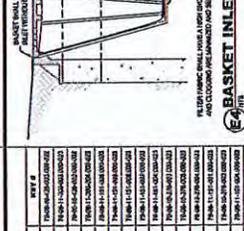
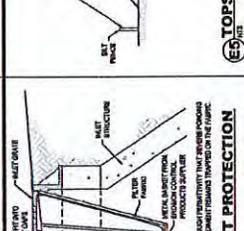
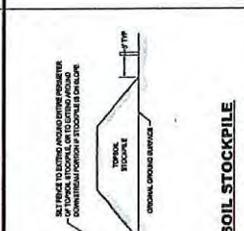
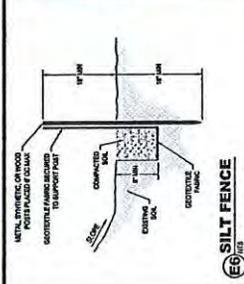
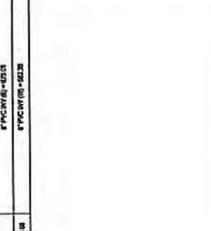
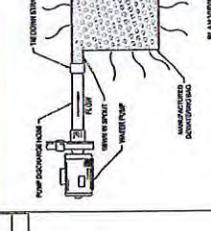
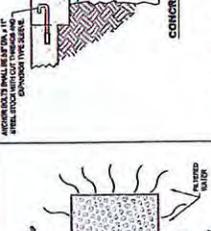
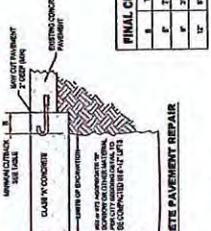
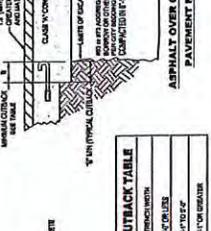
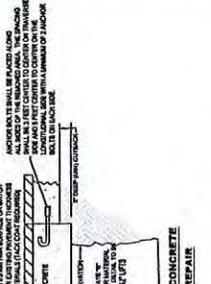
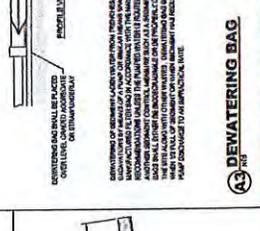
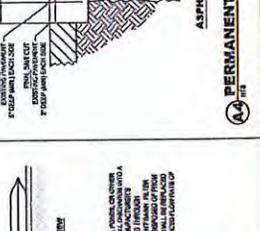
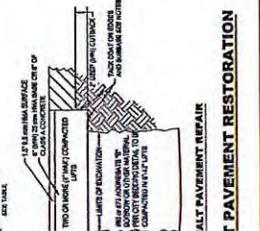
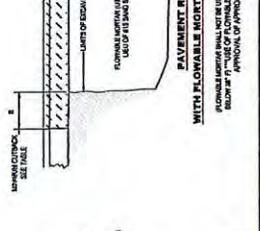
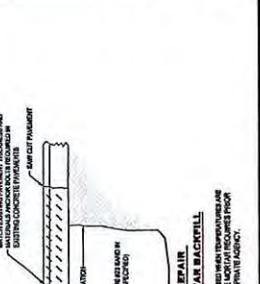


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9	11/20/18	ISSUED FOR PERMIT
10	11/20/18	ISSUED FOR PERMIT

KLONDIKE SANITARY SEWER PROJECT
 AMERICAN SUBURBAN UTILITIES
 C/O SCOTT LOGS
 3350 WEST 250 NORTH, WEST LAFFETTE, IN 47906
 a.s.u.the@hotmail.com / (765) 463-3858



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EXISTING SANITARY SEWER

PROPOSED SANITARY SEWER

PARCEL OWNER INDEX

CULVERT ROCK DAM

CONCRETE WASHOUT

BASKET INLET PROTECTION

TOPSOIL STOCKPILE

SILTY FENCE

PAVEMENT REPAIR

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DESCRIPTION

NO.

Date Mon 03/16/2020

Job # 14011

Prepared By TBIRD Design

Weather

6:00 AM

32°

Overcast

Wind: 4 MPH | Precipitation: .0" | Humidity: 90%

12:00 PM

41°

Mostly Cloudy

Wind: 5 MPH | Precipitation: .01" | Humidity: 72%

4:00 PM

44°

Overcast

Wind: 5 MPH | Precipitation: .02" | Humidity: 71%

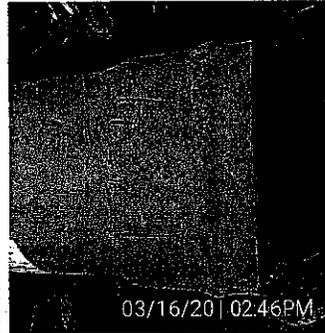
DI 20185

Work Logs

Name	Description	Quantity	Hours To Date
Atlas Excavating	Installing pipe East of structure 544 182' of pipe installed TBIRD Design 03/16/20 04:12PM	6	0
Total		6	0

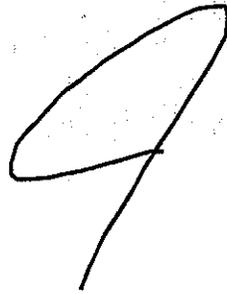
Work Log Photos

Atlas Excavating: | QTY: 6 | HTD: 0.0 ↗



Survey

Questions	N/A	No	Yes	Description
1. Any scope changes or Field directives?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2. Any accidents on site today?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3. Did weather cause any delays?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4. Any QC Inspections?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5. Equipment on site	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

A handwritten signature in black ink, consisting of a large, stylized loop followed by a vertical stroke that extends downwards.

I, TBIRD Design, have reviewed and completed this report.

TBIRD Design | 03/16/20 | 04:13PM

Date Tue 03/17/2020

Job # 14011

Prepared By TBIRD Design

Weather

6:00 AM

38° 

Overcast

Wind: 7 MPH | Precipitation: .01" | Humidity: 95%

12:00 PM

44° 

Partly Cloudy

Wind: 10 MPH | Precipitation: .02" | Humidity: 73%

4:00 PM

51° 

Partly Cloudy

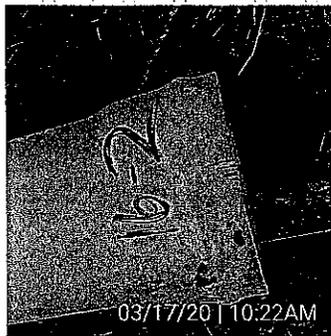
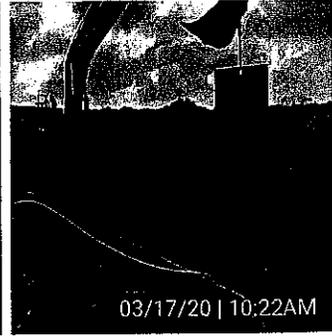
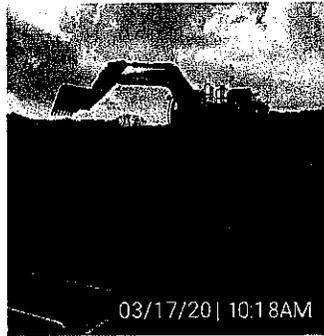
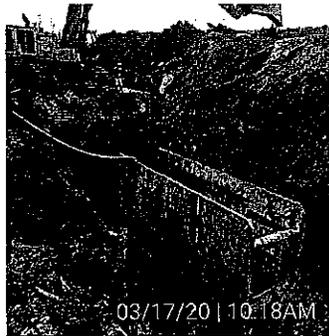
Wind: 5 MPH | Precipitation: .02" | Humidity: 49%

Work Logs

Name	Description	Quantity	Hours To Date
 Atlas Excavating	Installing pipe East of structure 544 224' of pipe installed TBIRD Design 03/17/20 12:03PM	6	0
Total		6	0

Work Log Photos

Atlas Excavating: | QTY: 6 | HTD: 0.0 ↵



Survey

Questions	N/A	No	Yes	Description
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- 1. Any scope changes or Field directives?
- 2. Any accidents on site today?
- 3. Did weather cause any delays?
- 4. Any QC Inspections?
- 5. Equipment on site

Date Thu 03/19/2020

Job # 14011

Prepared By TBIRD Design

Weather

6:00 AM

42° 

Overcast

Wind: 6 MPH | Precipitation: .01" | Humidity: 100%

12:00 PM

49° 

Overcast

Wind: 12 MPH | Precipitation: .01" | Humidity: 90%

4:00 PM

56° 

Light Rain

Wind: 17 MPH | Precipitation: .24" | Humidity: 96%

Work Logs

Name	Description	Quantity	Hours To Date
Atlas Excavating	Grading and backfilling trench TBIRD Design 03/19/20 10:00AM	1	0
Total		1	0

Survey

Questions	N/A	No	Yes	Description
1. Any scope changes or Field directives?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2. Any accidents on site today?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3. Did weather cause any delays?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4. Any QC Inspections?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5. Equipment on site	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

Date Fri 03/20/2020

Job # 14011

Prepared By TBIRD Design

Weather

6:00 AM

64° 

Possible Drizzle

Wind: 19 MPH | Precipitation: .06" | Humidity: 98%

12:00 PM

44° 

Overcast

Wind: 15 MPH | Precipitation: .07" | Humidity: 86%

4:00 PM

43° 

Overcast

Wind: 15 MPH | Precipitation: .08" | Humidity: 79%

Work Logs

Name	Description	Quantity	Hours To Date
 Atlas Excavating	Installing pipe East of structure 544 308' of pipe installed Prepping to set structure 545 TBIRD Design 03/20/20 11:41AM	6	0
Total		6	0

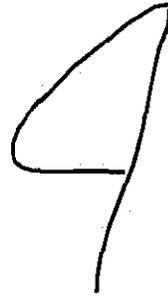
Work Log Photos

Atlas Excavating: | QTY: 6 | HTD: 0.0



Survey

Questions	N/A	No	Yes	Description
1. Any scope changes or Field directives?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2. Any accidents on site today?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3. Did weather cause any delays?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4. Any QC Inspections?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5. Equipment on site	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

A handwritten mark, possibly a signature or initials, consisting of a large, stylized letter 'Q' or similar shape with a vertical line extending downwards from its right side.

I, TBIRD Design, have reviewed and completed this report.

TBIRD Design | 03/20/20 | 11:42AM

Date Mon 03/09/2020

Job # 14011

Prepared By TBIRD Design

Weather

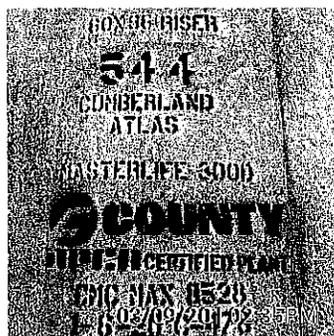
6:00 AM	12:00 PM	4:00 PM
 48° Mostly Cloudy Wind: 15 MPH Precipitation: .01" Humidity: 65%	 59° Overcast Wind: 17 MPH Precipitation: .01" Humidity: 58%	 60° Overcast Wind: 20 MPH Precipitation: .01" Humidity: 64%

Work Logs

Name	Description	Quantity	Hours To Date
 Atlas Excavating	Setting up trench box to install structure 544 TBIRD Design 03/09/20 03:32PM	5	0
Total		5	0

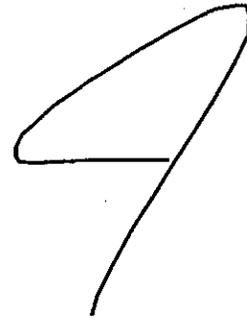
Work Log Photos

Atlas Excavating: | QTY: 5 | HTD: 0.0



Survey

Questions	N/A	No	Yes	Description
1. Any scope changes or Field directives?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2. Any accidents on site today?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3. Did weather cause any delays?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4. Any QC Inspections?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5. Equipment on site	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

A handwritten signature in black ink, consisting of a large, stylized letter 'A' followed by a vertical stroke that curves to the right at the bottom.

I, TBIRD Design, have reviewed and completed this report.

TBIRD Design | 03/09/20 | 03:33PM

Date Wed 03/11/2020

Job # 14011

Prepared By TBIRD Design

Weather

6:00 AM

37° 

Overcast

Wind: 3 MPH | Precipitation: .0" | Humidity: 90%

12:00 PM

42° 

Overcast

Wind: 7 MPH | Precipitation: .01" | Humidity: 86%

4:00 PM

49° 

Mostly Cloudy

Wind: 7 MPH | Precipitation: .01" | Humidity: 69%

Work Logs

Name	Description	Quantity	Hours To Date
 Atlas Excavating	Installed structure 544 Backfilling trench TBIRD Design 03/11/20 03:17PM	6	0
Total		6	0

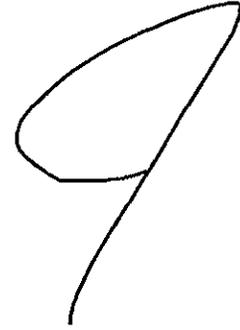
Work Log Photos

Atlas Excavating: | QTY: 6 | HTD: 0.0 



Survey

Questions	N/A	No	Yes	Description
1. Any scope changes or Field directives?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2. Any accidents on site today?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3. Did weather cause any delays?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4. Any QC Inspections?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5. Equipment on site	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

A handwritten signature in black ink, consisting of a large, stylized loop followed by a downward stroke.

I, TBIRD Design, have reviewed and completed this report.

TBIRD Design | 03/11/20 | 03:17PM

Date Fri 03/13/2020

Job # 14011

Prepared By TBIRD Design

Weather

6:00 AM

39° 

Clear

Wind: 14 MPH | Precipitation: .02" | Humidity: 85%

12:00 PM

41° 

Clear

Wind: 17 MPH | Precipitation: .02" | Humidity: 59%

4:00 PM

50° 

Clear

Wind: 16 MPH | Precipitation: .02" | Humidity: 38%

Work Logs

Name	Description	Quantity	Hours To Date
 Atlas Excavating	Installing pipe East of structure 544 120' installed TBIRD Design 03/13/20 03:57PM	5	0
Total		5	0

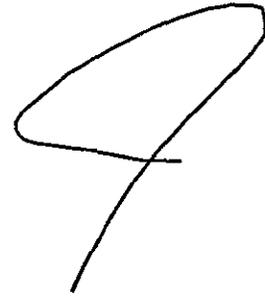
Work Log Photos

Atlas Excavating: | QTY: 5 | HTD: 0.0 



Survey

Questions	N/A	No	Yes	Description
1. Any scope changes or Field directives?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2. Any accidents on site today?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3. Did weather cause any delays?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4. Any QC Inspections?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5. Equipment on site	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

A handwritten signature in black ink, consisting of a large, stylized loop followed by a downward stroke.

I, TBIRD Design, have reviewed and completed this report.

TBIRD Design | 03/13/20 | 03:58PM

Date Mon 03/02/2020

Job # 14011

Prepared By TBIRD Design

Weather

6:00 AM

47°

Possible Light Rain

Wind: 11 MPH | Precipitation: .46" | Humidity: 100%

12:00 PM

44°

Overcast

Wind: 9 MPH | Precipitation: .48" | Humidity: 91%

4:00 PM

49°

Mostly Cloudy

Wind: 8 MPH | Precipitation: .49" | Humidity: 72%

Work Logs

Name	Description	Quantity	Hours To Date
Atlas Excavating	Installing pipe 154' of pipe installed East of structure 543 TBIRD Design 03/02/20 03:08PM	6	0
Total		6	0

Work Log Photos

Atlas Excavating: | QTY: 6 | HTD: 0.0



General Notes

1. Excessive amount of ground water
TBIRD Design | 03/02/20 | 03:09PM



Survey

Questions	N/A	No	Yes	Description
1. Any scope changes or Field directives?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2. Any accidents on site today?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3. Did weather cause any delays?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4. Any QC Inspections?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5. Equipment on site	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

I, TBIRD Design, have reviewed and completed this report.

TBIRD Design | 03/02/20 | 03:10PM

Date Tue 03/03/2020

Job # 14011

Prepared By TBIRD Design

Weather

6:00 AM

35° 

Mostly Cloudy

Wind: 4 MPH | Precipitation: .01" | Humidity: 96%

12:00 PM

48° 

Partly Cloudy

Wind: 16 MPH | Precipitation: .01" | Humidity: 72%

4:00 PM

52° 

Windy

Wind: 24 MPH | Precipitation: .02" | Humidity: 45%

Work Logs

Name	Description	Quantity	Hours To Date
 Atlas Excavating	Installing pipe TBIRD Design 03/03/20 02:20PM	6	0
Total		6	0

Work Log Photos

Atlas Excavating: | QTY: 6 | HTD: 0.0



General Notes

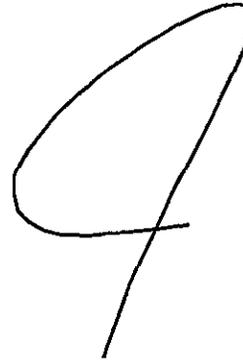
- Excessive ground water
TBIRD Design | 03/03/20 | 02:21PM

Survey

Questions	N/A	No	Yes	Description
1. Any scope changes or Field directives?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2. Any accidents on site today?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3. Did weather cause any delays?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

4. Any QC Inspections?

5. Equipment on site



I, TBIRD Design, have reviewed and completed this report.

TBIRD Design | 03/03/20 | 02:21PM

Date Thu 03/05/2020

Job # 14011

Prepared By TBIRD Design

Weather

6:00 AM

30°

Clear

Wind: 6 MPH | Precipitation: .0" | Humidity: 84%

12:00 PM

50°

Clear

Wind: 18 MPH | Precipitation: .01" | Humidity: 47%

4:00 PM

54°

Clear

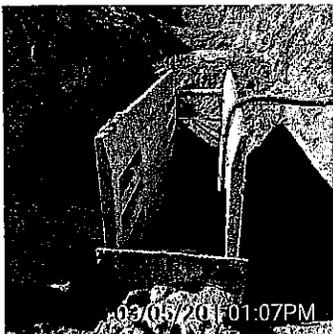
Wind: 19 MPH | Precipitation: .01" | Humidity: 45%

Work Logs

Name	Description	Quantity	Hours To Date
Atlas Excavating	Installing pipe TBIRD Design 03/05/20 02:27PM	6	0
Total		6	0

Work Log Photos

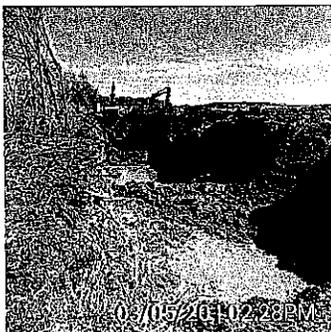
Atlas Excavating: | QTY: 6 | HTD: 0.0



General Notes

1. Excessive ground water and sandy soil

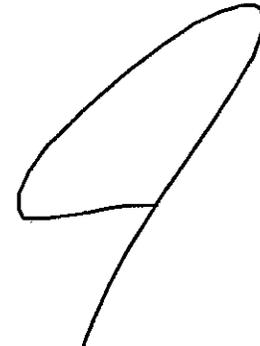
TBIRD Design | 03/05/20 | 02:28PM



Questions

N/A No Yes Description

- 1. Any scope changes or Field directives?
- 2. Any accidents on site today?
- 3. Did weather cause any delays?
- 4. Any QC Inspections?
- 5. Equipment on site



I, TBIRD Design, have reviewed and completed this report.

TBIRD Design | 03/05/20 | 02:29PM

Date Fri 03/06/2020

Job # 14011

Prepared By TBIRD Design

Weather

6:00 AM

33° 

Overcast

Wind: 20 MPH | Precipitation: .01" | Humidity: 86%

12:00 PM

37° 

Overcast

Wind: 22 MPH | Precipitation: .02" | Humidity: 66%

4:00 PM

37° 

Overcast

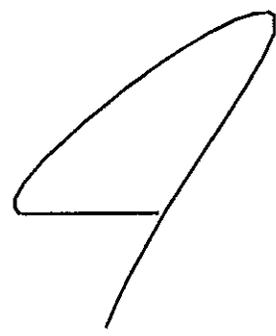
Wind: 19 MPH | Precipitation: .02" | Humidity: 64%

Work Logs

Name	Description	Quantity	Hours To Date
Atlas Excavating	No pipe installed today Servicing excavator and moving structures around job site TBIRD Design 03/06/20 01:52PM	2	0
Total		2	0

Survey

Questions	N/A	No	Yes	Description
1. Any scope changes or Field directives?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2. Any accidents on site today?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3. Did weather cause any delays?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4. Any QC Inspections?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5. Equipment on site	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	



I, TBIRD Design, have reviewed and completed this report.

TBIRD Design | 03/06/20 | 01:53PM

Date Mon 02/03/2020

Job # 18021

Prepared By TBIRD Design

Weather

6:00 AM

48° 

Light Rain

Wind: 11 MPH | Precipitation: .39" | Humidity: 94%

12:00 PM

45° 

Overcast

Wind: 9 MPH | Precipitation: .42" | Humidity: 91%

4:00 PM

50° 

Partly Cloudy

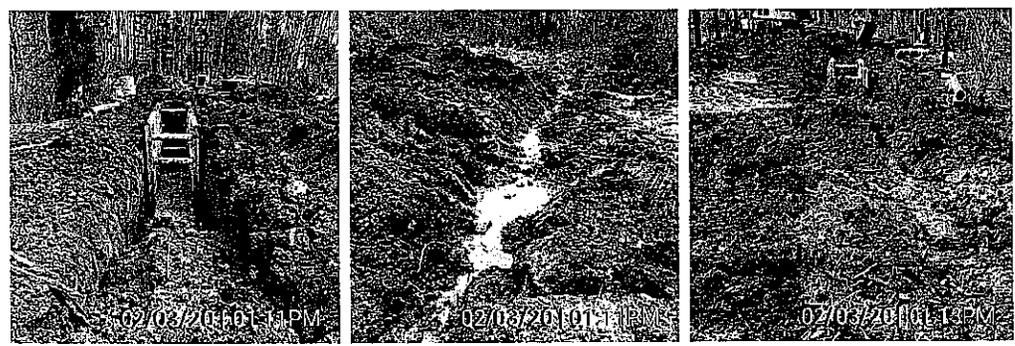
Wind: 9 MPH | Precipitation: .42" | Humidity: 69%

Work Logs

Name	Description	Quantity	Hours	Hours To Date
 Atlas Excavating	Installing pipe East of structure 560 TBIRD Desgn 02/03/20 03:12PM	6	0	0
Turn Key Tunneling Inc.		0	0	0
Total		6	0	0

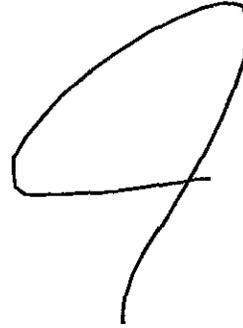
Work Log Photos

Atlas Excavating: | QTY: 6 | HRS: 0.0 | HTD: 0.0 



Survey

Questions	N/A	No	Yes	Description
1. Any scope changes or Field directives?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2. Any accidents on site today?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3. Did weather cause any delays?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4. Workable site conditions	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
5. Any QC Inspections?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6.				

A handwritten signature in black ink, consisting of a large, stylized loop followed by a vertical stroke that curves to the left at the bottom.

I, TBIRD Design, have reviewed and completed this report.

TBIRD Design | 02/03/20 | 03:12PM

Date Mon 02/24/2020

Job # 14011

Prepared By TBIRD Design

Weather

6:00 AM

37°

Overcast

Wind: 6 MPH | Precipitation: .01" | Humidity: 82%

12:00 PM

43°

Possible Drizzle

Wind: 7 MPH | Precipitation: .04" | Humidity: 89%

4:00 PM

42°

Light Rain

Wind: 7 MPH | Precipitation: .18" | Humidity: 91%

DI 20132

Work Logs

Name	Description	Quantity	Hours To Date
Atlas Excavating	No work on site today TBIRD Design 02/25/20 09:28AM	0	0
Total		0	0

Survey

Questions	N/A	No	Yes	Description
1. Any scope changes or Field directives?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2. Any accidents on site today?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3. Did weather cause any delays?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
4. Any QC Inspections?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5. Equipment on site	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

I, TBIRD Design, have reviewed and completed this report.

TBIRD Design | 02/25/20 | 09:29AM

Date Tue 02/25/2020

Job # 14011

Prepared By TBIRD Design

Weather

6:00 AM

39° 

Overcast

Wind: 13 MPH | Precipitation: .02" | Humidity: 100%

12:00 PM

36° 

Possible Light Rain

Wind: 15 MPH | Precipitation: .07" | Humidity: 100%

4:00 PM

36° 

Possible Light Rain

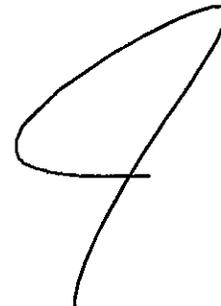
Wind: 15 MPH | Precipitation: .21" | Humidity: 96%

Work Logs

Name	Description	Quantity	Hours To Date
Atlas Excavating	No work on site today TBIRD Design 02/25/20 09:30AM	0	0
Total		0	0

Survey

Questions	N/A	No	Yes	Description
1. Any scope changes or Field directives?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2. Any accidents on site today?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3. Did weather cause any delays?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
4. Any QC Inspections?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5. Equipment on site	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	



I, TBIRD Design, have reviewed and completed this report.

TBIRD Design | 02/25/20 | 09:31AM

Date Wed 02/26/2020

Job # 14011

Prepared By TBIRD Design

Weather

6:00 AM

31° 

Foggy

Wind: 11 MPH | Precipitation: .09" | Humidity: 100%

12:00 PM

31° 

Possible Light Snow

Wind: 15 MPH | Precipitation: .22" | Humidity: 100%

4:00 PM

32° 

Possible Flurries

Wind: 18 MPH | Precipitation: .29" | Humidity: 99%

Work Logs

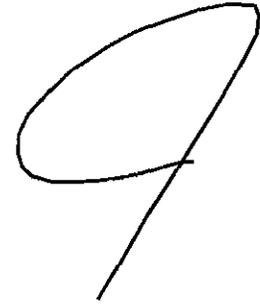
Name	Description	Quantity	Hours To Date
Atlas Excavating	No work on site today TBIRD Design 02/26/20 01:29PM	0	0
Total		0	0

General Notes

- Overnight snow 2-3"
TBIRD Design | 02/26/20 | 01:30PM

Survey

Questions	N/A	No	Yes	Description
1. Any scope changes or Field directives?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2. Any accidents on site today?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3. Did weather cause any delays?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
4. Any QC Inspections?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5. Equipment on site	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

A handwritten signature in black ink, consisting of a large, stylized loop followed by a vertical stroke.

I, TBIRD Design, have reviewed and completed this report.

TBIRD Design | 02/26/20 | 01:30PM

Date Thu 02/27/2020

Job # 14011

Prepared By TBIRD Design

Weather

6:00 AM

23° 

Clear

Wind: 8 MPH | Precipitation: .01" | Humidity: 100%

12:00 PM

29° 

Partly Cloudy

Wind: 16 MPH | Precipitation: .01" | Humidity: 76%

4:00 PM

32° 

Mostly Cloudy

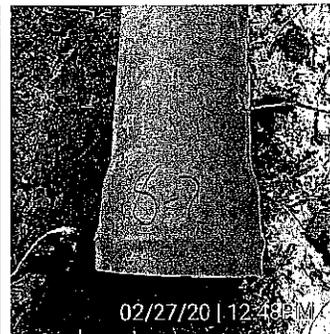
Wind: 13 MPH | Precipitation: .02" | Humidity: 79%

Work Logs

Name	Description	Quantity	Hours To Date
 Atlas Excavating	Installing pipe East of structure 543 112' of pipe installed East of structure TBIRD Design 02/27/20 01:11PM	6	0
Total		6	0

Work Log Photos

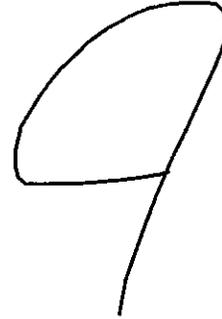
Atlas Excavating: | QTY: 6 | HTD: 0.0



Survey

Questions N/A No Yes Description

- | | | | |
|---|--------------------------|-------------------------------------|-------------------------------------|
| 1. Any scope changes or Field directives? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Any accidents on site today? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Did weather cause any delays? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Any QC Inspections? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. Equipment on site | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |



I, TBIRD Design, have reviewed and completed this report.

TBIRD Design | 02/27/20 | 01:11PM

Date Fri 02/28/2020

Job # 14011

Prepared By TBIRD Design

Weather

6:00 AM

17°

Clear

Wind: 5 MPH | Precipitation: .0" | Humidity: 94%

12:00 PM

26°

Mostly Cloudy

Wind: 11 MPH | Precipitation: .0" | Humidity: 71%

4:00 PM

28°

Overcast

Wind: 10 MPH | Precipitation: .01" | Humidity: 74%

Work Logs

Name	Description	Quantity	Hours To Date
Atlas Excavating	Installing pipe Excessive ground water making it difficult TBIRD Design 02/28/20 02:50PM	6	0
Total		6	0

Work Log Photos

Atlas Excavating: | QTY: 6 | HTD: 0.0



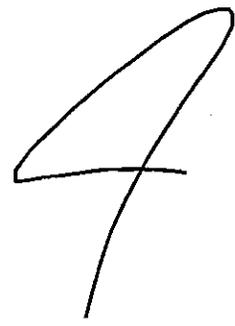
General Notes

- Excessive ground water and sandy soils
TBIRD Design | 02/28/20 | 02:50PM

Survey

Questions	N/A	No	Yes	Description
1. Any scope changes or Field directives?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2. Any accidents on site today?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3.				

- Did weather cause any delays?
- 4. Any QC Inspections?
- 5. Equipment on site



I, TBIRD Design, have reviewed and completed this report.

TBIRD Design | 02/28/20 | 02:51 PM

Date Tue 02/18/2020

Job # 14011

Prepared By TBIRD Design

Weather

6:00 AM

39°

Overcast

Wind: 13 MPH | Precipitation: .05" | Humidity: 88%

12:00 PM

36°

Overcast

Wind: 13 MPH | Precipitation: .06" | Humidity: 86%

4:00 PM

36°

Overcast

Wind: 13 MPH | Precipitation: .06" | Humidity: 79%

Work Logs

Name	Description	Quantity	Hours To Date
Atlas Excavating	Installing structure 543 TBIRD Design 02/18/20 01:43PM	6	0
Total		6	0

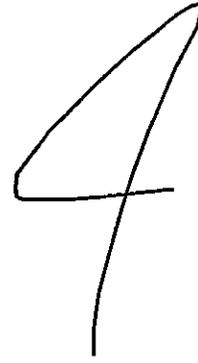
Work Log Photos

Atlas Excavating: | QTY: 6 | HTD: 0.0



Survey

Questions	N/A	No	Yes	Description
1. Any scope changes or Field directives?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2. Any accidents on site today?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3. Did weather cause any delays?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4. Any QC Inspections?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5. Equipment on site	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

A large, stylized handwritten signature in black ink, consisting of a large loop at the top and a vertical stroke extending downwards.

I, TBIRD Design, have reviewed and completed this report.

TBIRD Design | 02/18/20 | 01:44PM

Date Wed 02/19/2020

Job # 14011

Prepared By TBIRD Design

Weather

6:00 AM

24° 

Clear

Wind: 8 MPH | Precipitation: .0" | Humidity: 94%

12:00 PM

30° 

Clear

Wind: 8 MPH | Precipitation: .01" | Humidity: 64%

4:00 PM

35° 

Clear

Wind: 6 MPH | Precipitation: .01" | Humidity: 53%

Work Logs

Name	Description	Quantity	Hours To Date
 Atlas Excavating	Completed structure 543 Moving trench boxes and continuing East with pipe installation TBIRD Design 02/20/20 12:42PM	6	0
Total		6	0

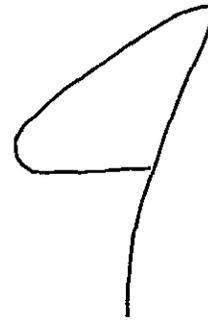
Work Log Photos

Atlas Excavating: | QTY: 6 | HTD: 0.0



Survey

Questions	N/A	No	Yes	Description
1. Any scope changes or Field directives?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2. Any accidents on site today?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3. Did weather cause any delays?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4. Any QC Inspections?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5. Equipment on site	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

A large, handwritten mark resembling the number '9' or a stylized signature, located in the upper right quadrant of the page.

I, TBIRD Design, have reviewed and completed this report.

TBIRD Design | 02/20/20 | 12:42PM

Date Fri 02/21/2020

Job # 14011

Prepared By TBIRD Design

Weather

6:00 AM

13° 

Clear

Wind: 5 MPH | Precipitation: .0" | Humidity: 66%

12:00 PM

27° 

Clear

Wind: 9 MPH | Precipitation: .01" | Humidity: 40%

4:00 PM

34° 

Clear

Wind: 13 MPH | Precipitation: .02" | Humidity: 34%

Work Logs

Name	Description	Quantity	Hours To Date
 Atlas Excavating	Installing pipe East of structure 543 84' of pipe installed TBIRD Design 02/21/20 02:30PM	3	0
Total		3	0

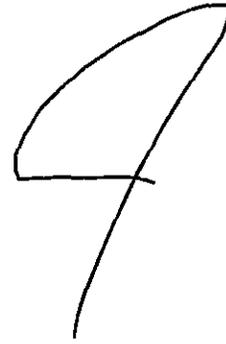
Work Log Photos

Atlas Excavating: | QTY: 3 | HTD: 0.0 



Survey

Questions	N/A	No	Yes	Description
1. Any scope changes or Field directives?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2. Any accidents on site today?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3. Did weather cause any delays?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4. Any QC Inspections?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5. Equipment on site	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

A handwritten mark consisting of a large, stylized number '9' or a similar symbol, drawn with a single continuous line.

I, TBIRD Design, have reviewed and completed this report.

TBIRD Design | 02/21/20 | 02:30PM

Date Mon 02/10/2020

Job # 14011

Prepared By TBIRD Design

Weather

6:00 AM

34° 

Overcast

Wind: 8 MPH | Precipitation: .04" | Humidity: 98%

12:00 PM

33° 

Overcast

Wind: 6 MPH | Precipitation: .05" | Humidity: 86%

4:00 PM

34° 

Overcast

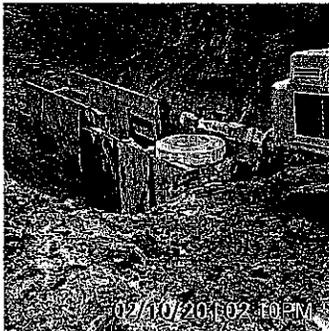
Wind: 6 MPH | Precipitation: .05" | Humidity: 82%

Work Logs

Name	Description	Quantity	Hours To Date
 Atlas Excavating	Installing structure 542 TBIRD Design 02/10/20 02:33PM	5	0
Total		5	0

Work Log Photos

Atlas Excavating: | QTY: 5 | HTD: 0.0 ↩



Survey

Questions	N/A	No	Yes	Description
1. Any scope changes or Field directives?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2. Any accidents on site today?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3. Did weather cause any delays?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4. Any QC Inspections?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5. Equipment on site	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	