

UTILITIES SERVICE BOARD MEETING

7/28/2025

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CALL TO ORDER

Board President Debro called the regular meeting of the Utilities Service Board to order at 5:04 p.m. The meeting took place in the Utilities Service Boardroom at the City of Bloomington Utilities Service Center, 600 East Miller Drive, Bloomington, Indiana.

Board members present: Megan Parmenter, Kirk White, Jim Sherman, Seth Debro, Jeff Ehman, Amanda Burnham, David Hittle

Board members absent: Matt Flaherty, Molly Stewart

Staff present: Kat Zaiger, Matt Havey, Phil Peden, Hector Ortiz Sanchez, Chris Wheeler, Dan Hudson, Steven Stanford, Justin Meschter, Nolan Hendon, Kevin White, Austin Bennington, Kelsey Thetonia, Mark Menefee, Jane Fleig, Isabel Quiroz

Guests present: Jeff Todd

PETITIONS AND COMMUNICATIONS:

Jeff Todd - Todd Septic, a local septic hauler from Bloomington, addressed the board to provide clarification and raise concerns about the proposed septic hauler rate increase. He noted that many questions from the previous meeting went unanswered, particularly regarding typical septic system sizes, usually around 1,000 gallons, and pumping frequency is every three years per Monroe County Health Department guidelines. Todd highlighted two customer groups not discussed in detail: holding tank users and grease customers. Holding tanks, common near the watershed and at facilities like Smithville Little League and Camp Rock, require frequent pumping—monthly or even weekly—making them vulnerable to steep cost increases under the proposed rates. Similarly, grease customers, especially those with indoor traps which are cleaned every 30 days, or outdoor interceptors which are cleaned every 90 days, would face higher costs due to the regularity of service. While Todd supports the need for a rate increase, he urged the board to consider the financial impact on high-frequency users. Todd also noted a potential issue with the proposed key card system at the Dillman facility, noting that partial grease loads might trigger full-load charges if not carefully managed. Todd concluded by offering to continue working collaboratively and answer any further questions the board may have. Sherman noted the importance of balancing customer impact with financial responsibility, and acknowledged that a significant rate increase would raise costs for customers but pointed out that if the utility isn't covering its expenses, the financial burden shifts to other ratepayers. Sherman stressed the need to eventually charge the full cost of service to ensure fairness and sustainability. Todd voiced support for the need to raise rates but emphasized that not all customers have septic systems serviced every three or four years, many require more frequent cleanings. Todd also suggested the City consider a tiered rate structure similar to Terre Haute, where companies based within the local county are charged a lower rate than those from outside the area. This approach could discourage haulers from distant locations, like Indianapolis or Louisville, from disposing of wastewater in Bloomington solely because of lower

fees, while also supporting local businesses. White expressed appreciation for the firsthand feedback provided, noting it brought attention to important details they hadn't previously considered—especially regarding holding tanks that require monthly servicing, often by nonprofits. White acknowledged the need to cover operational costs but suggested that, due to the long-standing low rates, a gradual rate increase might be more appropriate. Phasing in the new rates over a longer period could help organizations, particularly nonprofits with large holding tanks, better adjust their budgets and avoid sudden financial strain. Parmenter thanked the speaker for attending the meeting and providing valuable insights, noting that many of the details shared—such as the impact on businesses and clients, as well as the practice of haulers from other counties coming to Bloomington—had not been previously considered. Todd added one final point, suggesting that if the board considers implementing a tiered rate system based on company location, it should include not just Monroe County but also surrounding counties like Brown, Lawrence, and Owen. Todd explained that several long-standing companies from these areas have served the Bloomington community for decades, and it would be unfair to penalize them with higher rates simply because they're based just outside Monroe County.

MINUTES

White moved, and Sherman seconded the motion to approve the Regular Meeting minutes of the 7/14/2025. Motion carried, six ayes.

CLAIMS

Standard Invoices Questions

Board member Ehman noted charges to Nugent that have the word sewer in them, but were billed to water and requested that be reviewed. CBU Assistant Director - Finance - Havey advised that items purchased from Nugent are typically inventory which is all initially coded to water before being reassigned once it is used.

White moved, and Board member Sherman seconded the motion to approve the Standard Invoices:

Invoices included \$285,547.83 from the Water Fund, \$4,264.71 from the Water Construction Fund, \$230,060.41 from the Wastewater Fund, \$526,415.94 from Wastewater Construction Fund, and \$41,110.47 from the Stormwater Fund.

Motion carried - seven ayes. Total claims approved: \$1,087,399.36

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White moved, and Sherman seconded the motion to approve the Utility Bills:

Invoices included \$39,895.64 from the Water Fund, \$10,623.78 from the Wastewater Fund, and \$816.77 from the Stormwater Fund.

Motion carried - seven ayes. Total claims approved: \$51,336.16

White moved, and Sherman seconded the motion to approve the Wire Transfers, Fees, and Payroll for \$511,387.56. Motion carried - seven ayes.

White moved, and Sherman seconded the motion to approve the Customer

Refunds: Customer Refunds included \$42.45 from the Water Fund and \$3,293.82 from the Wastewater Fund.

Motion carried - seven ayes. Total refunds approved: \$3,336.27

CONSENT AGENDA

Zaiger presented the following items recommended by staff for approval:

- a. ChemTrade Chemicals, LLC, \$665.00 per dry ton, 2025 Supply of Aluminum Sulfate at Monroe Water Plant
- b. Bluestone Tree, \$12,575.00, Tree removal at 1705 E Caradon Hill
- c. Gripp, Inc., \$2,075.00, Flow meter calibration and maintenance at Dillman
- d. Air-Master Heating and Air Conditioning, LLC, \$20,000.00, On call agreement for HVAC services
- e. Nancy Axsom, \$5,000.00, Consulting services related to New Project Coordinator position
- f. Commercial Services of Bloomington, \$20,000.00, On call agreement for HVAC and plumbing services
- g. SET Environmental, Inc., \$3,781.00, Disposal of spent mercury at Monroe Water Plant
- h. O.W. Krohn & Associates, LLP, \$20,000.00, Financial services related to bonding in association with 2025 water rate case

Items b., d., and f. were removed from the Consent Agenda. The remaining items were approved as presented. Total approved: \$30,856.00

REQUEST APPROVAL OF AGREEMENT FOR SERVICES WITH BLUESTONE TREE

Parmenter questioned why the tree was being removed from a private residence at CBU's expense. Wheeler advised that there was root damage related to work that CBU completed that was not in the utility easement and rather than enter into costly and uncertain litigation, CBU has opted to pay to have the tree removed. Board member Burnham questioned if this was part of the Winslow project. Zaiger advised that the work occurred in response to a main break.

White moved, Sherman seconded to approve agreement with Bluestone Tree - six ayes.

REQUEST APPROVAL OF ON CALL AGREEMENT FOR SERVICES WITH AIR-MASTER HEATING AND AIR CONDITIONING, LLC

Board member Parmenter requested clarification regarding Air-Master Heating and Air Conditioning and Commercial Services, both of which are on-call providers, specifically to confirm that if one company is unavailable, the other can be contacted as a backup, since both offer essentially the same services. Havey and Wheeler confirmed. Wheeler advised that CBU does sometimes need to opt for a different vendor based on availability.

White moved, Sherman seconded to approve agreement with Air-Master Heating and Air Conditioning, LLC. - six ayes.

REQUEST APPROVAL OF ON CALL AGREEMENT FOR SERVICES WITH COMMERCIAL SERVICES OF BLOOMINGTON

White moved, Sherman seconded to approve agreement with Commercial Services of Bloomington - six ayes.

REQUEST APPROVAL OF AGREEMENT FOR PROFESSIONAL SERVICES AGREEMENT WITH WESSLER ENGINEERING, INC FOR REPLACEMENT OF PLC'S AND HMI'S AT DILLMAN WASTEWATER TREATMENT PLANT (WWTP)

CBU Capital Projects Coordinator - Menefee presented and requested approval for a contract with Wessler Engineering to replace discontinued PLC control parts. Menefee advised that Wessler had conducted an assessment of the SCADA control system in the spring and identified several outdated controllers. The proposed contract would allow for the replacement and upgrade of those components to keep the system current and operational. White questioned if the replacement of this hardware would increase the cybersecurity at the facility. Menefee confirmed.

White moved, Sherman seconded to approve agreement with Wessler Engineering, Inc. - six ayes.

REQUEST APPROVAL OF AGREEMENT FOR PROFESSIONAL SERVICES AGREEMENT WITH WESSLER ENGINEERING, INC FOR SCADA MIGRATION AT DILLMAN WWTP

Menefee requested approval for a contract with Wessler Engineering to upgrade the front-end software used by operators to control plant processes. Menefee explained that this upgrade would align Dillman with Blucher, creating consistency across both facilities. Additionally, the new software would enhance cybersecurity. Parmenter questioned the training process for staff learning to use new software systems, particularly in the context of recent upgrades like front-end controls and password protocols, specifically how training is handled when staff are balancing their regular duties, and how the transition is managed once the new system goes live. Menefee confirmed that the contract includes several eight-hour training sessions for operators, with 15 to 20 participants expected. Additional training will also be provided at Blucher for the same front-end software, ensuring consistency across facilities. Operators will have multiple opportunities to learn the new system, which is called Ignition. Menefee added that a simulator will be available for hands-on practice. While the underlying processes remain the same, the front-end interface and how information is displayed will change. Parmenter followed up to confirm that all operators would receive training and asked how those who work overnight shifts or weekends would be accommodated. Parmenter noted that training sessions are typically held during regular weekday hours and wanted to ensure that off-shift employees would also have access to the necessary training. Menefee clarified that for a 24/7 operation, multiple training sessions are planned to ensure all staff—including those on night and weekend shifts—can participate. Some overtime will likely be required to allow off-shift employees to attend training during non-regular hours.

White moved, Sherman seconded to approve agreement with Wessler Engineering, Inc. - six ayes.

REQUEST APPROVAL OF AGREEMENT FOR PROFESSIONAL SERVICES AGREEMENT WITH DAVIES ENGINEERING GROUP FOR HEADWORKS BUILDING HVAC UPGRADES AT DILLMAN WWTP

Menefee requested approval of a professional services contract with Davies Engineering Group to improve HVAC conditions in the electrical vault of the headworks building at the Dillman Wastewater Treatment Plant. This area, where raw sewage enters the plant, currently lacks climate control. The project aims to create a conditioned environment to better protect sensitive electrical equipment, such as variable frequency drives and large switchgear, by enhancing temperature and humidity regulation.

White moved, Sherman seconded to approve agreement with Davies Engineering Group - six ayes.

REQUEST APPROVAL OF AGREEMENT FOR PROFESSIONAL SERVICES AGREEMENT WITH DAVIES ENGINEERING GROUP FOR ADMINISTRATION BUILDING HVAC UPGRADES AT DILLMAN WWTP

Menefee presented a contract with Davies Engineering Group to evaluate and upgrade the HVAC system in the administration building at the Dillman Wastewater Treatment Plant. The current system, which includes an aging air-cooled chiller, is beyond its expected lifespan. The project will also assess and rebalance the air flow in the lab area to improve cooling, as the heat generated by various pieces of testing equipment has created challenges in maintaining appropriate temperatures. Parmenter questioned if the facilities had existing air conditioning. Menefee confirmed, adding that temporary equipment is in place to supplement the existing system currently, and this contract would be a more permanent solution for the building.

White moved, Sherman seconded to approve agreement with Davies Engineering Group - six ayes.

REQUEST APPROVAL OF AGREEMENT FOR SERVICES WITH CRIDER AND CRIDER, INC
CBU Capital Projects Coordinator - White presented the agreement and advised that it is related to the Catalent Sewer Improvements Project and is funded through the I-READI grant. The contract, awarded to Crider and Crider as the lowest responsive and responsible bidder, follows a resolution passed in June. The contract amount is \$1,416,923.50, which will be reimbursed through the READI grant funding.

White moved, Sherman seconded to approve agreement with Crider and Crider, Inc. - six ayes.

REQUEST APPROVAL OF AMENDMENT NO.1 TO AGREEMENT FOR SERVICES WITH STANTEC CONSULTING SERVICE, INC.

Havey presented and advised that Stantec is the firm engaged to conduct the cost of service study for the ongoing rate case. Stantec experienced delays due to difficulties in data collection, which set back the project timeline. As a result, the test year was updated to a more current period. This contract adjustment reflects the additional work required for the firm to revise and complete the cost of service study based on the new test year. Burnham noted the data issue that caused delays in the cost of service study and questioned whether the problem stemmed from an inability to produce the necessary data in-house or if it was related to difficulties with an

external contractor responsible for providing the data. Havey explained that producing the data in-house was not feasible due to the large volume involved, as hourly data for every customer over an entire year was initially requested. CBU contracted with Sensus Analytics to provide this data, but there were significant challenges and back-and-forth communication to obtain the data in a usable format. Ultimately, the difficulties in receiving the correct data caused the delays. Burnham questioned if another group was now being hired to complete work that was supposed to be completed by another vendor. Havey clarified that due to ongoing data issues, the firm conducted the cost of service study, initially working with a 2023 test year, which ultimately could not be used because of the delays and now the study will be completed using 2024 as the test year, essentially duplicating their efforts. Burnham questioned if there should be a refund from the vendor for not fulfilling a part of their initial contract, or if the circumstances were outside their control. Zaiger clarified that Stantec was not the issue in this situation and that the delay was related to a separate, low dollar value contract with Sensus and fighting for reimbursement is not worth the staff time.

White moved, Sherman seconded to approve Amendment No.1 with Stantec Consulting Services, Inc. - six ayes.

REQUEST APPROVAL OF AMENDMENT NO.1 TO AGREEMENT FOR SERVICES WITH DECKARD AND LAND SURVEYING, LLC

CBU Assistant Director - Environmental - Thetonia presented the amendment to a contract for the Stormwater Pollution Prevention Plan at the Winston Thomas property. The amendment requests an extension through the end of the year. While the remaining work is not expected to take long, additional time is being requested to complete surveying and other tasks, ensuring the final product meets the necessary standards.

White moved, Sherman seconded to approve Amendment No.1 with Deckard and Land Surveying, LLC - six ayes.

REQUEST APPROVAL OF CHANGES TO STORMWATER DESIGN MANUAL

CBU Assistant Director - Peden presented revisions to the design standards, primarily to align with the changes introduced by House Bill 1037. CBU - Utilities Engineer - Caden Swanson was credited for doing most of the work. Peden advised that the updates follow a previous meeting where Thetonia had explained the changes to Title 13, and this revision ensures the design manual is consistent with those legislative updates. While making these changes, a few minor updates were also included, such as transitioning stormwater permit submissions to the new Civic Access electronic portal. This improvement, led by Liz Carter, Kelsey Thetonia, and Caden Swanson in collaboration with the IT department, will streamline how stormwater permits are submitted and processed.

White moved, Sherman seconded to approve changes to Stormwater Design Manual - six ayes.

REQUEST APPROVAL OF RESOLUTION 2025-14 FOR ANNUAL WATER QUALITY REPORTING

Zaiger presented the resolution, noting that it aims to enhance transparency between City of Bloomington Utilities (CBU) and the Utilities Service Board (USB), specifically regarding drinking

water quality. The resolution commits CBU to presenting an annual drinking water quality report at a regularly scheduled USB meeting. This report will include a full list of detected contaminants from the previous year, highlight any that exceed EPA maximum contaminant levels (MCLs) or fall outside recommendations from the U.S. Department of Health and Human Services, and outline any necessary corrective actions. It will also summarize potential contaminants and their sources based on the most recent Indiana source water assessment for Monroe Reservoir. Additionally, if any contaminants exceed MCLs or if CBU receives a drinking water violation from IDEM, the director will report it at the next USB meeting and provide a corrective action plan. In the event of a plant emergency causing unexpected treatment equipment failure, CBU will call a special USB meeting to provide an update and recommend resource allocation, though immediate corrective actions will not be delayed by the meeting schedule. Zaiger closed by stating that the resolution is a formal commitment to communicate not only successes but also challenges and issues related to water quality. White spoke in support of Resolution 2025-14, referencing recent concerns like the fluoride issue as an example of why improved communication is necessary. White noted that the board appreciates the diligence behind the annual water quality report, and emphasized the need for the report to be presented more comprehensively and publicly at board meetings. This visibility allows both the board and the public to identify any issues and consider them during budget discussions and other priority-setting efforts. The board member noted that while data fluctuations may become routine for staff, the board must be alerted when contaminants reach problematic levels so they can respond quickly with appropriate resources. White expressed appreciation to Sherman and staff for their work on drafting the resolution, calling it a strong step toward greater transparency and board responsibility. White likened these critical updates to "commander's critical information requirements" in the military, emphasizing that the board needs similar timely awareness to fulfill its role effectively. Debro thanked White and staff for their efforts on this resolution. Ehman questioned the use of the term "contaminants" in the resolution, expressing concern that it may not accurately describe all substances found in drinking water. Ehman noted that some of these constituents may be neutral, benign, or even beneficial, and suggested that "constituents" might be a more appropriate term based on their background. Ehman asked staff to consider whether "contaminants" is technically correct in this context or if a more accurate and nuanced term could be used in the resolution. Zaiger explained that the use of the word "contaminants" and "sources of contamination" in section 1D of the resolution reflects the language used in the State of Indiana's Source Water Assessment. The intent is to summarize the key points of that official report. While it's true that not all substances listed may be harmful—some could be more accurately described as "constituents"—the terminology was chosen for consistency with the source document. Ehman noted that in section C, the term "parameters" was used when referencing levels set by the U.S. Department of Health and Human Services, suggesting that the language varies depending on the context and source. expressed full support for the resolution and appreciation for its purpose and intent, stating they were aligned with its goals.

White moved, Sherman seconded to approve Resolution 2025-14- six ayes.

REQUEST APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF BLOOMINGTON UTILITIES AND SUDBURY DEVELOPMENT GROUP

Wheeler presented the memorandum of understanding (MOU) between CBU and Sudbury Development Group, noting that it was the culmination of a lengthy planning process. The purpose of the MOU is to formalize a cost-sharing arrangement for sewer infrastructure upgrades needed to support a large new development on the south side of Bloomington, near the 1700 block of South Weimer Road. The development spans approximately 132 acres and includes multiple phases of apartment construction. To accommodate the increased wastewater flow, CBU must upgrade the Dillman interceptor system, with the total project cost estimated at \$4.9 million. Under the agreement, Sudbury will contribute to the cost of the upgrades, using a specific formula that can also be applied to future developments benefiting from the same improvements. Sherman noted that initial and final project costs often differ, and that's why the cost-sharing formula in the MOU is important. Sherman wished to ensure that the formula is tied to the number of units coming online, so if the total cost of the Dillman interceptor upgrade exceeds the current \$4.9 million estimate, Sudbury Development's financial contribution will increase proportionally. Peden clarified that the \$4.9 million cost estimate in the agreement includes adjustments based on the Construction Cost Index. This means the contribution Sudbury Development is responsible for is calculated using a 2025 estimate, but if construction occurs later, such as in 2028, the amount will be adjusted upward to reflect current costs by applying the index. Ehman noted that Sudbury Development's contribution is toward a portion of the larger \$25 million project involving upgrades to the interceptor facilities above Dillman. They recalled that about six months ago, the estimated cost was around \$5 million, so the current \$4.9 million figure aligns closely with earlier projections. Ehman expressed approval that the developer is agreeing to this cost-sharing arrangement. Peden clarified that the total long-term cost for the sewer improvement projects is approximately \$45 million, with one portion estimated at \$25 million and another at \$15 million. Peden noted that the first phase, the Dillman Relief Interceptor Sewer, is about 90% designed, and once the next sewer rate case is finalized, the project will proceed. White reflected on the broader context of development costs in the community, emphasizing that infrastructure expenses—like sewer system upgrades—are significant and often passed from developers to individual homeowners or renters. White noted that while these fees might not always be visible to the public, they are a crucial part of making new housing projects possible and highlighted that sewer connection fees are separate from the current agreement and represent additional costs. White appreciated the efforts to extend sewer services to large developments to address the housing shortage but cautioned against oversimplifying the challenges involved, and also praised the approach of having developers pay their fair share for infrastructure improvements, rather than placing the burden on all utility customers as was done historically. Burnham questioned if this agreement was related to the next agenda item. Wheeler advised no. Parmenter asked for clarification on the fee schedule associated with the \$4.9 million developer contribution outlined in the memorandum of understanding. They acknowledged the information might be included in the supporting documents but were unclear on the timeline—specifically, when payments would begin. Parmenter also questioned the potential for the cost to rise significantly over time, asking whether the amount could increase to something like \$7.8 million within five years under the formula used. While recognizing that the agreement aligns with similar past MOUs, Parmenter

expressed a need to better understand the timing and potential variability of the financial commitment. Peden advised that the developer will pay when they receive the building permit for each phase. Peden explained that if the developer were to go bankrupt or halt the project after a certain phase—such as phase three—they would only be required to pay for the sewer capacity they actually use at that time, rather than prepaying the entire amount upfront. For example, if phase one is completed in 2029, payments and connections would begin then. The development is projected to eventually include around 14,000 residents and generate over a million gallons of daily sewer flow. The utility is preparing in advance to handle the capacity as soon as large numbers of units connect, which is why infrastructure projects are being pursued ahead of receiving the full developer payments.

White moved, Sherman seconded to approve the MOU with Sudbury Development Group - six ayes.

REQUEST APPROVAL OF SEWER MAIN EXTENSION AGREEMENT

Wheeler presented the agreement between CBU and Blind Squirrels LLC, developers of a real estate project on South Rogers Street outside city limits. Wheeler advised that this project is among a few that had progressed significantly before the city changed its annexation policy, and the city agreed to allow these developments to proceed to avoid causing financial harm to the developers who had already invested substantial funds. The agreement covers a sewer main extension the developer is installing, building on previous work near South Rogers Street. The developer, Randy Cassidy and his wife Tambi, are responsible for constructing the extension, which will serve several existing properties and allow for three future connections. Wheeler advised that the agreement outlines how CBU will inspect, take over, and maintain the infrastructure once completed, including reimbursement provisions for the developer as additional connections are made. Wheeler advised that the total project cost is not yet known as the development is still underway. Burnham questioned if a Will Serve was in place. Wheeler confirmed, noting that the projects would not have moved forward with development without a “will serve” in place. Parmenter referenced the Westside Christian Church project that had also invested in development under a previous city policy. Parmenter expressed support for the current Blind Squirrels LLC project, but also wished to confirm that a ‘will serve’ was in place to maintain consistency with current policy.

White moved, Sherman seconded to approve agreement with Stantec Consulting Services, Inc. - six ayes.

OLD BUSINESS: None

NEW BUSINESS: Sherman expressed surprise after seeing recent headlines in the Herald Times about a contract they did not recall discussing or approving related to the withdrawal of water from Lake Monroe. Sherman requested an update to clarify whether a contract related to the matter actually exists, if it remains unsigned, or if the reports were inaccurate. Specifically, Sherman asked if the contract in question was with the state. Wheeler advised that last year, anticipating the expiration of Bloomington’s water withdrawal contract with the State of Indiana, CBU proactively reached out to renew the agreement to maintain access to Lake Monroe for the

city's water supply. Initially, the state responded positively and agreed to the proposed terms. However, the renewal process has since been delayed due to extensive bureaucratic review involving multiple state authorities, including the governor and attorney general, which is expected to take considerable time. Wheeler advised that CBU has received written assurances that the current contract's terms and conditions will remain in effect until the new contract is fully approved and signed. Sherman questioned if the contract had been presented to the board. Wheeler advised no, but conceded that perhaps it should have been reviewed prior to submission. Wheeler clarified that while CBU communicated the changes they wanted in the water withdrawal contract to the state, no formal revised contract has yet been received or sent. The state agreed in principle to the requested changes, but the updated contract with those new terms still needs to be drafted and signed by the state before CBU can review it with the board. Currently, there is no finalized written contract—only email exchanges discussing the proposed modifications. Wheeler acknowledged they should have involved the board earlier in discussing the desired contract changes. Sherman raised concerns about recent news coverage, noting that Zaiger and CBU Communications Manager - Frank appeared to have anticipated the story since they were quoted in it. Sherman felt that the article's wording could mislead readers into thinking Bloomington no longer has a water contract and risks losing access to water. Sherman requested that, in the future, if staff know a news story is about to be published that could cause confusion or concern, they should proactively inform the board via email—explaining what the story means and helping board members prepare. Ehman advised that this information had been provided to the board in the past. Zaiger responded by explaining that CBU is frequently interviewed by various media outlets, including IU, and it's difficult to anticipate which stories will become prominent. Zaiger admitted to having underestimated how significant this particular article would appear, especially given its front-page placement. Zaiger added that it is a routine bureaucratic matter with no real controversy, as the state has assured continued water withdrawal. Zaiger acknowledged the board member's concern and expressed willingness to share advance notice about media coverage in the future. Wheeler added that, in hindsight, he would have initiated the contract renewal process with the state much earlier. Wheeler expressed surprise at the lengthy bureaucratic process but emphasized that state officials have been cooperative and have already agreed to CBU's requested changes. From their perspective, the situation is routine and non-controversial, despite how it may have been portrayed in the media. Wheeler reiterated that they don't view it as a real issue and suggested the article may have unnecessarily dramatized the matter. White expressed concern that the headline about the water withdrawal contract raised red flags, particularly given the broader context of increasing water demands across Indiana. White referenced past proposals—like one to pipe water from Lake Monroe to Indianapolis—and emphasized how critical water has become for industries such as microchip manufacturing and data centers, which require large volumes for cooling and processing. With Lake Monroe being Bloomington's sole water source and no alternative wellfield, the member stressed the importance of remaining vigilant from a public policy standpoint, as future industrial growth could intensify pressure on the lake's resources. Sherman voiced concern about the political dynamics between Bloomington, Indiana University, and the state government. Sherman noted a growing mistrust, citing recent state actions including the elimination of hundreds of IU programs, as examples of how the city and university are not favored by state leadership. Sherman expressed fear that, despite current

assurances, it wouldn't be surprising if the state eventually imposed restrictions or increased costs on Bloomington's access to water from Lake Monroe.

SUBCOMMITTEE REPORT:

Sherman reported on the finance subcommittee meeting held earlier that day, where the 2026 CBU budget proposal was presented. The presentation included a review of 2025's successes, challenges, and opportunities. The proposed 2026 budget was then outlined in detail, organized by CBU's six divisions and by service type—water, sewer, and stormwater. The board member praised the clarity and quality of the presentation and noted that a vote on the budget is expected at the next meeting before it moves on to the city council.

STAFF REPORTS:

CBU Water Quality Coordinator - Meschter provided an overview of the Consumer Confidence Report (CCR) in response to board questions from the previous meeting. They explained that the CCR is a requirement under the Safe Drinking Water Act, specifically the Right to Know provision, and is designed to ensure public awareness of what's in their drinking water.

Key points included:

- **Terminology:** The use of the term “contaminants” throughout the report is mandated by the EPA, even though not all substances listed may be harmful. Some may be benign or naturally occurring, but the EPA requires uniform language to reflect potential health impacts at specific thresholds (MCLs).
- **Structure and Content:**
 - The CCR must follow a strict EPA checklist (currently 4.5 pages long).
 - Space is limited due to numerous required disclosures, such as meeting dates, data access, and regulatory explanations.
 - New additions to this year's report include information on the *lead service line inventory* and *UCMR/PFAS testing*.
- **Data and Monitoring:**
 - CBU monitors trends in data even when values are below regulated limits. For example, monthly tracking of disinfection byproducts (DBPs) helps flag seasonal variations.
 - Not all parameters are tested frequently—some contaminants are only tested every 3 to 6 years.
 - The table of detected substances includes more than the required maximum values; CBU adds ranges and context where possible.
- **Emerging Regulations:**
 - New EPA rules are coming in 2027 that will change how MCL violations are reported and will require CCRs to be released twice per year.
- **Accessibility and Outreach:**
 - CBU is working to make the CCR data more accessible to the public through the *BE CLEAR* platform, though usability improvements are needed.

- Staff is committed to clearer communication and more regular updates, as reflected in the related resolution passed at the same meeting.

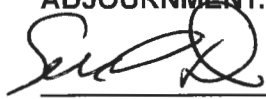
Meschter concluded by welcoming ongoing collaboration with the board to ensure transparency and public understanding of drinking water quality. White emphasized the importance of making technical water quality information more understandable to the public. They pointed out that while the report lists only one official violation—turbidity—most people won't know what that term means or whether it's a cause for concern. White stressed the need for plain-language explanations in public meetings to clarify the significance of any listed violations or parameters. White also highlighted fluoride as an example: although it's not marked as a violation, it's still a significant public concern and may be overlooked by readers unless clearly explained. The broader point was that even when a report meets all regulatory requirements, it should still be interpretable by the average resident, especially when it comes to perceived safety and expectations around drinking water. Meschter clarified that when there is a regulatory violation, such as turbidity exceeding the maximum contaminant level (MCL), CBU is required to issue a public notice, typically through a press release. Meschter acknowledged that press releases don't always reach the public effectively, but efforts are made to explain what the violation means, how it was contained, and any potential health implications. Meschter also addressed the fluoride issue, noting that while fluoride is not listed as a violation in the Consumer Confidence Report (CCR), it's still a point of public interest. They explained the EPA's intent for the CCR: it is meant only to report on detected contaminants from a specific list of 94, not additives or other operational concerns unless there's an MCL exceedance. Importantly, Meschter acknowledged the confusing status of fluoride, which is regulated as a contaminant, an additive, and also subject to secondary regulations for cosmetic issues like tooth discoloration. Meschter also agreed that additional explanatory notes or supplemental communication could help the public better understand issues like fluoride levels and their implications, even when no formal violation is present. Meschter suggested that information about fluoride should be shared in a separate supporting document or alternative format outside of the official Consumer Confidence Report (CCR). They acknowledged that while the CCR must strictly follow the EPA's format and content checklist—and deviating from that could result in a violation—fluoride is still important enough to warrant additional explanation or public-facing communication. This would help ensure that the public is properly informed, especially since fluoride is a topic of interest and concern, even if it doesn't appear as a violation within the CCR itself. Ehman questioned whether there would be value in publishing additional information—such as details about fluoride—as a resource on the CBU website, and whether there was any reason not to. Meschter responded that they've considered the idea of posting additional water quality info online but noted the current data portal isn't very user-friendly yet. Meschter mentioned ongoing efforts to improve it to make the information easier to find and understand for the public. White emphasized the importance of clear, accessible information—especially about issues like fluoride levels—because parents might be concerned about what any changes or shortfalls mean for their children's dental health. White requested CBU provide transparency to help answer these real community concerns.

Zaiger presented the following:

- Brandon Sloan - Dillman Wastewater Plant - received his Wastewater Operator Class 4 Certification

PETITIONS AND COMMUNICATIONS: None

ADJOURNMENT: Debros adjourned the meeting at 6:32 pm



Seth Debro, President

8/11/2025

Date