

**UTILITIES SERVICE BOARD MEETING  
12/4/2023**

***Utilities Service Board meetings are available at CATSTV.net.***

**CALL TO ORDER**

Board President Burnham called the regular meeting of the Utilities Service Board to order at 5:00 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:** Amanda Burnham, Megan Parmenter, Jim Sherman, Kirk White, Molly Stewart, Seth Debro, Jeff Ehman

**Board members absent:** Ex Officio Jim Sims, Ex Officio Scott Robinson

**Staff present:** Vic Kelson, Matt Havey, Kat Zaiger, James Hall, Liz Carter, Dan Hudson, Phil Peden, Kevin White, Hector Ortiz Sanchez, Jill Minor, Kriste Linberg, Holly McLaughlin, Daniel Frank

**Guests present:** Sean Bright, Nathan Ferreira

**PETITIONS AND COMMUNICATIONS:** None

**MINUTES**

***Parmenter moved, and Debro seconded the motion to approve the minutes of the 11/20/2023 meeting. Motion carried, six ayes, one absent.***

**CLAIMS**

***Parmenter moved, and Debro seconded the motion to approve the Standard Invoices:*** Vendor invoices included \$3,082,997.73 from the Water Fund, \$15,148.98 from the Water Construction Fund, \$74.14 from the Water Sinking Fund, \$4,720,735.16 from the Wastewater Fund, \$1,636.22 from the Wastewater Sinking Fund, \$674,957.18 from the Stormwater Fund.  
***Motion carried, seven ayes. Total claims approved: \$8,495,549.41.***

***Parmenter moved, and Debro seconded the motion to approve the Utility Bills:*** Invoices included \$3,078.58 from the Water Fund and \$9,581.55 from the Wastewater Fund.  
***Motion carried, seven ayes. Total claims approved: \$12,660.13.***

***Parmenter moved, and Debro seconded the motion to approve the Wire Transfers, Fees, and Payroll for \$582,645.01. Motion carried, seven ayes.***

***Parmenter moved, and Debro seconded the motion to approve the Customer Refunds:*** Customer Refunds included \$47.37 from the Wastewater Fund.  
***Motion carried, seven ayes. Total refunds approved: \$47.37.***

## **CONSENT AGENDA**

Kelson presented the following items recommended by staff for approval:

- a.) Beam, Longest, and Neff, LLC. \$3,400.00 Appraisals for four parcels related to the Clear Creek Reconstruction project
- b.) Electric Plus, Inc., \$9,800.00, Wire electricity to garage, install insulation, and heater
- c.) Alliance of Indiana Rural Water, Inc., \$2,099.25, Training on wastewater lab procedures

**Consent Agenda approved as presented. \$15,299.25 approved.**

## **REQUEST APPROVAL OF THE 2022 INTERDEPARTMENTAL AGREEMENT BETWEEN THE CITY OF BLOOMINGTON CIVIL CITY AND THE CITY OF BLOOMINGTON UTILITIES DEPARTMENT**

CBU Assistant Director - Finance - Havey presented the Interdepartmental Agreement (IA). Havey advised that Civil City followed the same process used for the recently approved IA's for 2020 and 2021. The 2023 IA will not be available until Civil City has the actual numbers for this year to proceed. Burnham noted that the IA was tabled at the previous meeting because the numbers in the provided table did not match those on the agreement, but the "in lieu of taxes" line has since been added and corrected the issue. Burnham questioned if the percentages used in the table were consistent with services rendered to CBU by the City. Havey and Kelson agreed that the percentages were consistent with previous years and the growth doesn't look out of line. Burnham noted that during the previous meeting the addition of the charges for Engineering were discussed, and the Board was advised that this was because the department was previously housed under Planning & Transportation. Kelson confirmed. Board member Ehman noted that questions provided by the Board for the 2020 and 2021 IA's were never adequately answered by the City Controller. Payments for Solar Panel Lease costs for 2020 and 2021 \$237,057.00 and in 2022 it changed to \$225,358.00. The assumption is that CBU is paying a proportion of the total constructed capacity of the panels installed by the City, and this was confirmed with Staff. With the change in the numbers, it could be assumed that the City added capacity somewhere else, and that is why CBU's portion of the cost was lower, but this is an assumption. For the 2023 IA it is requested that more information be provided to the Board regarding the structure of this particular agreement. Kelson advised that CBU is paying a prorated amount, simply for the installation of the infrastructure. The amount does not account for whether panels are in operation, or not. That issue is covered under the terms of the guaranteed savings contract. If CBU does not receive the electrical generation outlined in the contract, that will be paid back to CBU, with interest, at the end of the term of the contract. Ehman questioned if the charges are simply for infrastructure installation cost, why did the charges drop for 2022. Kelson speculated that the drop could be the result of additional deployments of solar panels elsewhere in the city, adjusting the prorated amount that CBU pays. Ehman noted that CBU's cost should be fixed for a project of this nature. Kelson advised that he is uncertain of the reason for the change. Ehman emphasized that this is the third formal request from the Board regarding information over the payments for solar panels portion of the agreement and stressed the importance of ensuring that CBU is being charged an appropriate

amount. Kelson added that there was an amortization schedule that was published at the time that the project was done, and CBU will look to see if that would account for the adjustment, or potentially a change in interest rates. CBU will look into this issue and report back to the Board.

***Parmenter moved, and Debro seconded the motion to approve the 2022 Interdepartmental Agreement with City of Bloomington Civil City. Motion carried, seven ayes.***

## **REQUEST APPROVAL OF AGREEMENT WITH WEDDLE BROTHERS BUILDING GROUP, LLC FOR CONSTRUCTION MANAGEMENT AGENT SERVICES**

CBU Assistant Director - Engineering - Peden presented the agreement. Peden noted that this and item 8 on the agenda, the agreement with Champlin Architecture, are part of the same project related to the proposed new Service Center building at the Winston Thomas site and requested that both projects be discussed at one time. CBU went through an extensive Request for Proposal (RFP) process for this project. CBU received four submittals, and Champlin was deemed the best for the project by a six person panel of all CBU Assistant Directors and Kelson. Champlin has extensive experience working in similar industries, specifically the design of a Duke Energy service center that had very similar needs to that of CBU. One component of the design proposal included in the agreement is that CBU gets to review the cost or budget of the project at the 50% design phase. Champlin included that in their proposal and in the contract. The max amount for Champlin at the 50% design phase, including early termination fees in the contract is \$800,000.00, along with Weddle Bros. Construction Management Agent (CMA) charges at the 50% design phase which would come to \$100,000.00. The majority of Weddle Brothers cost will be for the actual construction phase which will take place in 2025. Kelson noted that this project is not predicated on Public Works moving to the current CBU Service Center location. The proposed Service Center at the Winston Thomas site is solely designed to address the issue of equipment and materials that can not be properly stored indoors at the current facility because the operation has outgrown the current facilities. Kelson noted that there is a new administration coming in several weeks. CBU is not agreeing to the total \$5,000,000.00 that is outlined in the Weddle Brothers and Champlin agreements. At the 50% design phase, CBU is free to opt out at a cost of \$900,000.00. At the 50% design phase CBU will have answers to lingering questions about the estimated cost for the facility and the expected return on the existing facilities if they are sold. The appraisals that have already been completed value the existing Service Center between \$2,500,000.00 - \$4,000,000.00. CBU will not be able to enter into negotiation and solidify that number until the project is scoped. The project will reach the 50% design phase sometime next year, the information from that will have the estimated cost of the project. CBU will need that information for the Water Rate Case for 2024. If that information is not available in time for the next rate case, the following case is not scheduled until 2028. Kelson advised that the sensible thing to do at this time is to get to 50% design phase in order to answer the last few unknowns regarding this project, rather than pushing a necessary project further down the road while valuable assets continue to deteriorate due to the lack of storage/shelter at the current facility. Kelson also advised that he had spoken with Deputy Mayor - Larry Allen and the incoming mayor has not voiced opposition to the project

at this time. The larger discussion regarding the project will take place in five or six months after reaching the 50% design phase when the remaining questions have finally been answered. Board member White clarified, the contracts for Champlin and Weddle both total roughly \$5,000,000.00, but CBU will have the option to end the project at a cost of \$900,000.00 once the 50% design phase is reached. The benefit being that CBU will have accurate numbers for the rate case that will be necessary to help with funding the project. White questioned when the rate case was due. Kelson advised that once the 50% phase has been reached 40% of the total projected cost would be included in the Continuous Improvement Programme (CIP) that is included in the rate case. The rate case will be brought to the Board for approval, followed by the City Council, and from there it goes to the IURC which has up to 300 days to rule on it. Realistically it would be summer 2025 before CBU would have a ruling from the Indiana Utilities Regulatory Commission (IURC) if the rate case is brought to them in summer of 2024. Ehman questioned what the longevity of the design and cost estimate for the project would be if the Board decides to move ahead. Peden advised that a Construction Cost Index would be included with the project that would allow the cost estimate to be projected out so it can be budgeted for and kept in the five year CIP. Ehman asked what the shelf life of the design plans would be. Champlin Architecture representative - Bright advised that so long as the site remains the same, the design is good in perpetuity. If there is a several year delay in the project, there is a chance that building codes will need to be reviewed, otherwise the document would remain valid and, per the contract, the property of CBU. Ehman questioned if there is language in the contract that specifically outlines the 50% design phase option to end the project, or if that was more of an informal agreement. Peden advised that it is clearly stated in the Scope language of the contract under Budget Confirmation. Ehman questioned if Champlin was familiar with the CBU Master Plan. Bright advised yes, it was provided during the RFP and was reviewed cover-to-cover, and used as a springboard for the design proposal. Ehman questioned how much more work was required to determine specific requirements for each division, and how much of that document can be used and is still valid. Bright advised that Champlin has communicated the need to visit CBU and interview each division to determine specific needs to help inform the design. Champlin has also visited the facility again to tour the facility and the yard. Bright also stated the importance of validating the plan because it is several years old, and lessons were learned coming out of Covid that may impact the nature of the spatial plan. Ehman questioned how Champlin will evaluate the need for expansion in the future, and what is the process that informs those decisions. Bright noted that this is definitely part of the conversations. Champlin will communicate with HR and look at internal projects for personnel and asset growth and incorporate those projections into the design. Champlin will design the project in a way that accommodates growth in the initial project, along with thoughtful placement on the site, so that expansions can be easily added when necessary. Sherman noted that Covid has caused a lot of shrinkage in personnel in many buildings at IU as people have opted to work from home, and questioned how to accommodate the possibility of compression of the workforce that uses the office rather than expansion. Bright advised that this topic is part of the conversations that will take place, and a lesson that came out of Covid that should be considered seriously. Bright also noted that Champlin tracks trends among business and currently there is a push to return-to-work among many companies, though not everyone has embraced it. Sherman questioned if the design will allow for the repositioning of walls or restructuring of work spaces to

provide necessary flexibility in the case that one division expands and another contracts. Bright advised that this topic was discussed during the most recent tour of the facility, and particularly in the office space, Champlin will design what they call "Neighborhoods" that indeed do provide the ability to adjust configurations. White questioned how many firms answered the RFP for both CMA and Design and Architecture. Peden advised that four firms submitted proposals for Design and Architecture. Peden advised that three other companies were contacted for CMA proposals, but only two responded and one of those opted not to submit a proposal. White advised he wasn't questioning judgements in the selection of the companies providing these services, but noted that these services are special in that they do not require the same bid process as other projects. For the sake of transparency, White thought it important to note the number of companies that were contacted during the RFP phase. Peden advised that CBU Engineering spoke with City Legal who advised CBU to seek at least three proposals for that reason.

***Parmenter moved, and Debro seconded the motion to approve the agreement with Weddle Brothers Building Group, LLC. Motion carried, seven ayes.***

**REQUEST APPROVAL OF AGREEMENT WITH CHAMPLIN-HAUBT ARCHITECTS, INC. FOR ENGINEERING SERVICES AND ARCHITECTURE FOR THE PROPOSED CBU SERVICE CENTER AND MAINTENANCE BUILDING**

***Parmenter moved, and Debro seconded the motion to approve the agreement with Champlin-Haupt Architects, Inc. Motion carried, seven ayes.***

**REQUEST APPROVAL OF AGREEMENT WITH GREELEY AND HANSEN, LLC FOR SAFETY AND CAPACITY IMPROVEMENTS AT THE DILLMAN WASTEWATER TREATMENT PLANT**

CBU Capital Projects Manager - Hudson presented the agreement. Hudson noted the project encompasses a lot of projects, but the majority of the items are related to safety. This project includes the installation of an air handler for the chemical feed building, replacement of site-wide hand railing system, piping and valve replacement of the headworks system, several sluice gates and plug valves, and a capacity increase with the addition of a blower which was approved by the Indiana Department of Environmental Management (IDEM). Greeley and Hanson will provide design and bid services for these updates at a cost of \$815,000.00. Ehman questioned if the blower was increasing the aeration capacity of the plant. Hudson confirmed. White questioned what the average Million Gallons per Day (MGD) value was for the Dillman Road plant currently. CBU Assistant Director - Operations - Sanchez advised that the current average is between 12.3-12.4 MGD. White questioned what the peak amount was that the plant could see. Sanchez advised that the highest amount he had seen was 78 MGD flowing to both the plant and the equalization basin. Kelson advised that in 2016 CBU completed a rate case for sewer and several weeks later, received a letter from IDEM advising that the Dillman Road plant had exceeded 90% of its rated capacity on average for three consecutive years. By rule, CBU had to begin making plans for expansion of the plant. It took several years of working with IDEM to determine what things would need to be done to increase capacity to a target of 20 MGD.

Because of physical limitations at the plant, IDEM agreed to increase the rating of the plant to 19 MGD with the addition of this proposed blower. CBU had to increase the capacity because eventually IDEM would have stopped allowing CBU to add connections in the Dillman Road basin. CBU has not exceeded the 90% capacity for a full year since the last round of expansions was completed, though it is frequently exceeded, the typical average is around 12 MGD. This expansion is really targeted for the future, and when planned it was projected that another expansion would not likely be required for another 15 years. Kelson also noted the 40 MGD and 78 MGD days are related specifically to major rain events, and the amount that exceeds the rated capacity is simply pushed to the equalization basin and processed when possible.

***Parmenter moved, and Debroy seconded the motion to approve the agreement with Greeley & Hansen, LLC. Motion carried, seven ayes.***

#### **REQUEST APPROVAL OF GUARANTEED SAVINGS CONTRACT WITH KOKOSING INDUSTRIAL, INC. FOR THE SANITARY LIFT STATION IMPROVEMENT PROJECT**

Hudson presented the Guaranteed Savings Contract with Kokosing Industrial, Inc. White questioned if CBU has a replacement schedule for lift stations. Hudson advised that has not been the case in the past, and that is why these lift stations need to be replaced and a rotating schedule for the remaining lift stations will come after. White questioned how long the project will take for completion. Hudson advised the project will begin in 2024 and likely be completed in probably a year and a half. White recommended the creation of maintenance and replacement schedules for the remaining lift stations. Sherman noted the amount of money that was being approved at this meeting and noted that the public should be made aware of the infrastructure improvements that were being invested in with this money.

***Parmenter moved, and Debroy seconded the motion to approve the guaranteed savings contract with Kokosing Industrial, Inc. Motion carried, seven ayes.***

#### **REQUEST APPROVAL OF THE 2023 RESIDENTIAL STORMWATER GRANT RECIPIENTS**

CBU MS4 Program Coordinator - Carter presented the list of approved Residential Stormwater Grant recipients. Carter noted that CBU received and reviewed 10 proposals in all and 3 were ineligible for being outside of CBU jurisdiction or not being a single-family residential property. One project was almost entirely in right-of-way, and CBU handles projects located there. The criteria that were used to evaluate the projects included: Equity, Community Benefit, Environmental Impact, Feasibility/Improved Conveyance/Collection and Detention, Locations of Long-Term Issues. Of the five projects that were selected, several were not fully funded because parts of the project fell outside of the intended purview of the grant. Sherman questioned the total amount that was available. Carter advised the \$100,000.00 was allocated. Sherman questioned what would happen with the remaining funds. Carter advised that CBU is pivoting this year because it did not receive \$100,000.00 in request. So CBU will work with the remaining funds to pay for Staff recommended areas with known stormwater issues. Burnham

questioned the project noted for Peddle Ct. project, the individual had a proposal of \$20,000.00 and CBU has agreed to pay \$14,500.00, so the remaining balance will be covered by the homeowner. Carter confirmed. Carter noted that an engineer is working with the residents and they provided a very detailed cost estimate for their proposal, so CBU could break down the cost. Burnham questioned if the grant recipients are reimbursed. Carter noted that the contractors will bill CBU directly and CBU staff will inspect the site before paying the invoice to verify the work. One of the recipients will self perform the work and will be providing receipts to CBU. Burnham noted that there is a solid accountability system in place. Carter confirmed. Ehman questioned if the other \$54,000.00 will be dedicated to projects of CBU's choosing, or will some of it roll over to next year. Carter advised that it will probably be directed towards next year just due to the timing and CBU will report back how the funds will be used. Carter also noted that the grant recipients will likely not sign their agreements until January of 2024. Ehman questioned if CBU has seen a steady decrease in applications for the program. Carter advised that CBU is seeing a decrease in quantity, but an increase in the quality of the applications it received. Ehman questioned if CBU is seeing repeat contractors for the program. Carter confirmed that most of the contractors are local landscapers that have worked on multiple projects. Sherman questioned if CBU considered going back to previous submissions that were not funded to see if money could now be appropriated to those projects. Carter advised that CBU can consider this and request a second request, though it would have to be considered for the following year, because it is past the posted submission date for proposals. Parmenter noted that when she worked on past applications, submissions were considered in previous years, but found to be ineligible for different reasons. Parmenter questioned if previous years had used an outside engineering firm. Carter advised yes, but the engineering estimates varied widely from contractor's estimate, so CBU has opted to use CBU staff instead. Parmenter questioned if there was outreach to educate residents about the program. Carter advised that there was a public meeting at the Service Center and a video of that meeting was posted on the CBU website. Also, the Department of Economic and Sustainability has requested CBU take part in a program that educates the public on available grants as well, along with creating a city landing page that provides a list of available grants.

***Parmenter moved, and Debro seconded the motion to approve the 2023 Stormwater Grant Recipients. Motion carried, seven ayes.***

#### **REQUEST APPROVAL OF AGREEMENT WITH EVERETT J PRESCOTT FOR INSTALLATION AND UPGRADE OF CURRENT ADVANCED METERING INFRASTRUCTURE BASE STATIONS**

CBU Assistant Director - Transmission & Distribution - Hall presented the agreement. Hall advised that this contract will provide upgrades to the existing base stations that collect information from the smart meters, including temperature, pressure, and smart gateways that can do other things. The upgraded base stations will also be able to link to lift and booster stations. The current towers are not equipped to handle that kind of information load, so this contract will upgrade the existing base stations, and the installation of two additional towers. One will be placed near the skate park in Cascades and the other will likely be installed at the

Winston Thomas site. Ehman questioned to clarify, the six base stations noted in the contract include four upgrades of existing stations and the addition of two others. Hall confirmed. Burnham questioned when the original stations were installed. Kelson advised the original installation was completed in 2019. Hall confirmed and advised that the type of meter that CBU wants to install now didn't exist and will provide a lot more information to help with leak detection. Ehman questioned if the general 40/60 percent between Water/Wastewater because it's billed using the same mechanism. Hall confirmed. Ehman questioned if the additional information that these meters will provide will allow CBU to reduce cost in flow monitoring by running the data through the towers rather than paying someone else for the same service. Hall advised that CBU is looking at ways of integrating this data to allow that.

***Parmenter moved, and Debro seconded the motion to approve the agreement with Everett J Prescott. Motion carried, seven ayes.***

## **REQUEST FOR APPROVAL OF MOU WITH TRINITAS**

CBU Assistant Director - Environmental - Zaiger presented the MOU between CBU and Trinitas. Zaiger advised that the MOU transfers the Construction Stormwater General Permit (CSGP) for the project located at the Atlas on 17th project to CBU so that erosion control and sediment issues can be completed in order to make way for affordable housing development. Trinitas did not complete erosion control, and in order to transfer the deed so that affordable housing can be developed, the CSGP needs to be closed out. CBU will perform the work and Trinitas will reimburse CBU for the cost of the work and pay fines related to previous erosion control issues on the site. Parmenter questioned if CBU has the staff available to perform the work. Zaiger advised that prior to discussions of this MOU, Hall assessed the site, estimated cost, and ensured available time and materials were available. Parmenter questioned if there is an escalating fine structure for a company that fails to meet the requirements outlined in the CSGP. Zaiger advised no, this MOU simply states that CBU will take control of the permit and complete this work simply to move forward with the affordable housing project that will otherwise be delayed while the contractor waits to finish the work, which would likely not be until spring. Sherman questioned what the reimbursement cap was for the MOU. Zaiger noted that there is an estimate that was provided by CBU. Ehman noted that the estimate for material is \$229,000.00 and questioned how the labor would work. Hall advised that labor is included in the estimate. This estimate was created using the same scale that is used for all projects that CBU completes. Hall advised that the soil is the most expensive component of this particular job. Sherman questioned if the estimate is high enough to cover the work, since there is a reimbursement cap, CBU will be unable to ask for more if the project exceeds the estimate. Zaiger advised that there is an updated version that states "the reimbursement cap and scope of work in exhibit A may be amended in the event any unknown or unforeseen circumstances are learned by CBU." Zaiger noted that the initial estimate is slightly high, so there should be an issue completing the work. Sherman noted that one concern is that the company may not pay the reimbursement once the work has been completed. Kelson noted that the MOU is a binding contract. White noted that while serving on the County Commission, he experienced a similar situation where the contractor declared bankruptcy and the County was forced to place a lien on



the property, which created further legal issues. Burnham voiced concern that this would set precedent, and other companies would not perform the necessary work and expect CBU to shoulder the burden again. Kelson noted that many of the concerns being discussed are exactly why CBU brought Title 13 to the Board. Historically, CBU has not been the regulatory agency for this type of work. This was previously covered by drainage permits with City Planning. CBU does not have the ability to require bonding for this type of enforcement. Once Title 13 is approved by Council, CBU will have the ability to make that requirement in a similar situation. Ehman noted that Kelson has spoken to the issue of precedent, but not to the matter at hand. Ehman advised that Board members have questioned if bonding was brought up during negotiations with Trinitas. Zaiger noted that projects like this are typically bonded through the grading permit, but CBU doesn't have the ability to require it. Ehman noted that this was a negotiation. Zaiger noted that this case is a special circumstance because of the affordable housing situation and in the case of any other private development, CBU would never consider a similar agreement. Ehman questioned if there was an evaluation of Trinitas and their financial situation. Hall noted that they are a large developer of college campuses all over the country. Ehman commented that this project is not 60% of their projects. Burnham questioned what would happen if the Board does not approve it. Kelson noted that this is a complicated situation in which there is more than CBU and Trinitas involved. The project was originally approved, there were four areas in the parcel that is being developed. One area is being passed on to the City and then onto Summit Hill for the purpose of building workforce housing. The HAND department has been working with Summit Hill to do the development. Some of the homes will be prefabricated, so they are trying to move the project forward with some urgency. The issues that Trinitas has had on the site threaten to delay the housing development. CBU's purpose in the MOU is to ensure the City has control of the timing for when that parcel is ready to be developed. Sherman noted that he looked up Trinitas online and some of it is based in Lafayette and they are rated as one of the top 10 student housing companies all over the country, so how have they failed at something seemingly as simple as stabilizing and erosion control. Zaiger noted that there were complicating issues with the project that contributed to the issues, specifically regarding project sequencing. Burnham noted that CBU has the staff to complete this project, but what projects will have to be put on hold as a result of this situation. If this project is something that the City wants to complete, then why isn't the City taking on the MOU. Kelson advised the CBU is the City and CBU specifically has the expertise and equipment to complete the project. Burnham questioned what CBU projects will be delayed as a result of CBU. Hall noted that during colder periods, there is down time, and specifically with the stormwater crew so they will be tasked with this work. Sherman noted that if the Board had been involved in the drafting of the MOU, it would have looked differently. Summit Hill Community Development Corporation - Director of Real Estate Development - Ferreira noted that this is the first effort at creating a community land trust, and this is the final piece of completing that work. There are buyers and manufactured homes that will be placed on the property are already in production, so Ferreira noted the importance of this MOU to help keep the project on schedule, and volunteered any assistance that Summit Hill could help provide in order to keep this project moving forward. Kelson noted that this was not a perfect solution, but CBU is trying to help keep the larger project on schedule. Sherman questioned if there was a way for the board to be involved should another similar situation occur, and noted that he would

have been more comfortable with the MOU had he known about it sooner. Kelson advised that there are challenges with public notices when trying to have legal negotiations. Burnham noted that this could have been brought to a subcommittee meeting. Kelson noted that those are still public meetings. White noted that if the board is receiving legal advice, it can go into Executive Session. The major concern is that ratepayers will be forced to cover the cost if the agreement fails, and chasing the funds would be costly. White questioned whether delaying the MOU until the December 14th meeting. Burnham noted that Zaiger could go back to Trinitas rework the agreement to include some kind of payment in advance mechanism. Debro noted that the December 14th meeting is for Claims Only, so if the MOU is delayed it would be pushed to the beginning of the year. Sherman noted that the Board has communicated its concern enough and that delaying the vote will only hurt the larger project. White questioned the total estimated project cost. Burnham advised the total is estimated at \$229,285.00. Hall confirmed. Burnham questioned if the \$35,000.00 in fines would be received by CBU. Zaiger confirmed. Ehman noted that if Trinitas was not the size of a company that it is, he would be more concerned. Hall commented that \$132,000.00 was the estimate for the soil involved in the project, and Zaiger and Ferreira had a possible source to minimize the soil cost. Parmenter noted that if CBU is going to do the work, to not waste effort on locating cheaper soil. Zaiger noted that the soil solution would save a significant amount of time and money, so it is worth pursuing.

***Sherman moved, and White seconded the motion to approve the MOU with Trinitas. Motion carried, seven ayes.***

#### **OLD BUSINESS:**

CBU Communications Manager - McLauchlin presented an update on the strategic planning process. McLauchlin advised that the draft strategic plan has been provided to the Board and comments are requested to be provided to CBU staff by December 18th. CBU will present the final strategic plan and implementation guide at the January 2nd Board meeting. The document does not require a vote, but staff request an endorsement by the Board at that time.

**NEW BUSINESS:** None

#### **SUBCOMMITTEE REPORTS:**

Burnham noted the following regarding the Administrative Subcommittee:

- The Subcommittee recommends the Parmenter serve as President for 2024
- The Subcommittee recommends that Debro serve as Vice President for 2024

***Burnham moved, and Ehman seconded the motion to approve the recommendations for officers made by the Administrative Subcommittee. Motion carried, seven ayes***

- The Subcommittee recommends that Stewart serve as Chair of the Administrative Subcommittee

***Burnham moved, and Ehman seconded the motion to approve the recommendations for Subcommittees made by the Administrative Subcommittee. Motion carried, seven ayes***

#### **STAFF REPORTS:**

Kelson noted the following:

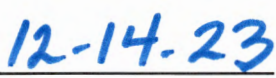
- Barry Moore moved from Meter Services to Wastewater Operator at Dillman
- Adam Hutsler moved from Temporary Part-Time Landscape Specialist to Wastewater Plant Operator at Dillman
- Jacob Riddle and Brandon Slone joined CBU as Wastewater Plant Operators

Kelson wished to thank all the Board members and Staff for the last seven and a half years during the course of his time working as Director at CBU. Kelson noted that he is leaving behind a fabulous team of Assistant Directors and a great Communications Manager, and is very confident in the direction the department is heading along with the progress in the Strategic Plan discussed earlier in the meeting. CBU has dealt with Mercury contamination at the Griffy Plant and the site cleanup of the Winston Thomas property to make it a useful space for the future, and the expansion of capacity as the Dillman Wastewater Treatment Plant. Kelson noted that Technology was deployed aggressively throughout his time as Director, including advanced metering infrastructure, new SCADA systems, asset management system, and laboratory data system were all in the 2016 rate case and have been implemented over the last 7 years thanks to the efforts of amazing staff at CBU. Kelson commented that he is humbled and proud to have worked with such a wonderful staff, and extended thanks to the Board, and the CATS team. Burnham expressed appreciation for Kelson's leadership and the great things that have happened at CBU during his tenure.

**PETITIONS AND COMMUNICATIONS:** None

**ADJOURNMENT:** Burnham adjourned the meeting at 6:50 pm

  
\_\_\_\_\_  
Amanda Burnham, President

  
\_\_\_\_\_  
Date