

STATE OF INDIANA

INDIANA UTILITY REGULATORY COMMISSION

PETITION OF THE CITY OF EVANSVILLE,)
INDIANA, FOR AUTHORITY TO ISSUE)
BONDS, NOTES, OR OTHER OBLIGATIONS,) CAUSE NO. 45545
FOR AUTHORITY TO INCREASE ITS RATES)
AND CHARGES FOR WATER SERVICE, AND)
FOR APPROVAL OF NEW SCHEDULES OF)
WATER RATES AND CHARGES.)

PUBLIC'S EXHIBIT NO. 2

TESTIMONY OF THOMAS W. MALAN

ON BEHALF OF

THE INDIANA OFFICE OF UTILITY CONSUMER COUNSELOR

SEPTEMBER 3, 2021

Respectfully submitted

INDIANA OFFICE OF UTILITY CONSUMER COUNSELOR



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CERTIFICATE OF SERVICE

This is to certify that a copy of the *Public's Exhibit No. 2, Testimony of Thomas W. Malan* has been served upon the following counsel of record in the captioned proceeding by electronic service on September 3, 2021.

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TESTIMONY OF OUCC WITNESS THOMAS W. MALAN
CAUSE NO. 45545
CITY OF EVANSVILLE

I. INTRODUCTION

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

2 A: My name is Thomas W. Malan, and my business address is 115 W. Washington
3 St., Suite 1500 South, Indianapolis, IN 46204.

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

5 A: I am employed by the Indiana Office of Utility Consumer Counselor ("OUCC")
6 as a Utility Analyst with the Water-Wastewater Division. My qualifications and
7 experience are set forth in Appendix A.

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

9 A: My testimony explains and supports the OUCC's recommended revenue
10 requirement for the City of Evansville's ("Evansville" or "Petitioner") payments
11 in lieu of property taxes ("PILT"). I recommend operating expense adjustments to
12 Evansville's base period operating expenses for lease/rent, salaries & wages, and
13 employee benefits. I reviewed comments provided by customers of Evansville,
14 included as OUCC Attachment TWM-1.

15 **Q: Describe the review and analysis you performed.**

16 A: I reviewed the petition filed May 10, 2021, and the testimony, schedules, and
17 workpapers filed by Petitioner's rate consultant, Douglas L Baldessari. I reviewed
18 Petitioner's 2016, 2017, 2018, 2019 and 2020 IURC annual reports. I prepared
19 discovery questions and reviewed Petitioner's responses. I participated in a
20 conference call on March 19, 2021, with Douglas Baldessari and other utility

1 employees to discuss the Evansville filing.¹ I attended a field hearing on August
2 12, 2021, hosted by the Indiana Utility Regulatory Commission (“Commission”)
3 at the University of Evansville. I reviewed comments provided to the OUCC from
4 customers of Evansville, which I have attached to my testimony (See Attachment
5 TWM-1 – Comments from customers of Evansville).

6 **Q: Please identify the attachments to your testimony.**

7 A: My attachments are as follows:

8 OUCC Attachment TWM-1 – Comments from customers of Evansville

9 OUCC Attachment TWM-2 – Petitioner’s office lease agreement

10 OUCC Attachment TWM-3 – Petitioner’s response to OUCC Data Request 18-8

11 OUCC Attachment TWM-4 – Petitioner’s response to OUCC Data Request 18-10

12 OUCC Attachment TWM-5 – Petitioner’s response to OUCC Data Request 14-12

13 OUCC Attachment TWM-6 – Petitioner’s response to OUCC Data Request 18-9

II. PAYMENT IN LIEU OF TAXES

14 **Q: What is payment in lieu of taxes?**

15 A: Payment in lieu of taxes (“PILT”) is a municipal utility revenue requirement to
16 reflect property taxes that would be due to the City if utility plant were taxable.

17 **Q: What did Evansville propose for its PILT revenue requirement?**

18 A: Evansville proposed a different annual revenue requirement for PILT for each of
19 its five proposed increases: Phase I – \$3,590,000; Phase II - \$4,105,000; Phase III

¹ Due to the COVID-19 pandemic, the OUCC did not conduct an on-site accounting review.

1 - \$4,445,000; Phase IV - \$4,785,000; and Phase V \$5,330,000. (Attachment DLB-
2 1 – Accounting Report, page 27, Adjustment 4.)

3 **Q: How did Evansville calculate its proposed PILT revenue requirement?**

4 A: Evansville projected an estimated net assessed value for each proposed phase.
5 Petitioner then multiplied that value for each phase by the city's corporate tax rate
6 of 1.7005% to produce its calculated PILT for each phase.

7 **Q: How did Evansville calculate its projected estimated net assessed value?**

8 A: Evansville presents its calculation of PILT in its Accountants' Report, page 27
9 (Adjustment No. 4). In that calculation, Evansville calculated estimated net
10 assessed value using five inputs: (1) Capital assets in service at 9/30/20, (2)
11 Construction Work In Process (CWIP) at 9/30/20, (3) balance of the project
12 proceeds at 9/30/20, (4) proposed improvement projects - (2022 - 2026), and (5)
13 accumulated depreciation at 9/30/20. In Petitioner's calculation of estimated net
14 assessed value, Evansville kept four of those inputs static across all proposed
15 phases, only changing the "proposed improvement projects - (2022 - 2026)." To
16 account for property that would not be subject to Evansville's municipal taxing
17 authority, Petitioner reduced its estimated net assessed value by 25% to reflect its
18 estimate of utility plant located outside the City's corporate limits.

19 **Q: Did Evansville propose any additional adjustments to its calculation of**
20 **PILT?**

21 Q: Yes. Evansville chose to reduce calculated PILT in each phase to determine its
22 *pro forma* PILT revenue requirement. Mr. Baldessari stated in his direct
23 testimony, on page 39, "The calculated payment in lieu of property taxes have
24 been reduced in each phase to phase in the rates and charges." Calculated PILT,

1 less reduction, produces *pro forma* PILT, the amount Petitioner included in its
2 proposed revenue requirement.

Table 1: Petitioner's PILT Reduction

	Phase I	Phase II	Phase III	Phase IV	Phase V
Calculated PILT	4,127,581	4,414,028	4,747,786	5,045,758	5,467,350
Pro forma PILT	3,590,000	4,105,000	4,445,000	4,785,000	5,330,000
Difference: amount to phase-in the rates and charges	\$ 537,581	\$ 309,028	\$ 302,786	\$ 260,758	\$ 137,350

3 **Q: Do you accept Petitioner's proposed PILT revenue requirement?**

4 A: No. I agree with the tax rate Petitioner used to calculate PILT and accept the 25%
5 factor Petitioner used to exclude the value of plant outside the municipal limits.
6 However, because of recommendations made by other OUCC witnesses, we
7 calculate a different PILT expense for each year.

8 **Q: What PILT expense did you calculate?**

9 A: I calculated a PILT expense for each year 2023 through 2026 as follows:

10 2023 - \$4,752,346

11 2024 - \$4,807,379

12 2025 - \$4,847,703

13 2026 - \$4,881,350

14 **Q: How did you calculate PILT?**

15 A: I calculated PILT by reducing the OUCC's Ending Balance - Estimated Net
16 Assessed Value for each year by 25% to reflect estimated utility plant located
17 outside the City's corporate limits. I used the same 25% estimate Petitioner used

1 in its calculation. I derived *pro forma* PILT by multiplying Taxable Utility Plant
2 in Service by the corporate tax rate of 1.7005%, which is the same corporate tax
3 rate Petitioner used. (OUCC Schedule 8 – Payment in Lieu of Taxes.)

Table 2: OUCC PILT Calculation

	2023	2024	2025	2026
Beginning Balance - Est. Net Assessed Value Utility Plant in Service at 12/31/20	\$ 475,262,697	\$ 522,141,574	\$ 536,899,505	\$ 550,799,198
Add: CWIP at 12/31/20	-	-	-	-
Construction Projects - 45073	11,890,368	-	-	-
Proposed Cap Imp Projects	34,988,509	14,757,931	13,899,693	13,654,173
Depreciable Utility Plant in Service	522,141,574	536,899,505	550,799,198	564,453,371
Less: Accumulated Depreciation	(149,518,184)	(159,961,015)	(170,699,005)	(181,714,989)
End Balance - Est Net Assessed Value	372,623,390	376,938,490	380,100,193	382,738,382
Less: UPIS Outside the City (25%)	(93,155,848)	(94,234,623)	(95,025,048)	(95,684,596)
Taxable Utility Plant in Service	279,467,542	282,703,867	285,075,145	287,053,786
Times: 2021 Corp Tax Rate (per \$100)	1.7005	1.7005	1.7005	1.7005
Pro Forma Payment in Lieu of Taxes	\$ 4,752,346	\$ 4,807,379	\$ 4,847,703	\$ 4,881,350

III. LEASE EXPENSE

4 **Q: Did Petitioner propose any adjustments to its base year lease expense?**

5 A: Yes. Petitioner proposed a two-part \$93,437 increase to base period lease
6 expense of \$252,957 to produce *pro forma* lease expense of \$346,394
7 (Petitioner’s Expense Adjustment 12). The first part of Petitioner’s lease expense
8 adjustment is a \$36,929 increase to vehicle lease payments. The second part is a
9 \$56,508 increase to base period office space rental of \$56,508, for a *pro forma*
10 expense of \$113,016.

11 **Q: Do you accept Petitioner’s proposed *pro forma* lease expense?**

12 A: I accept Petitioner’s adjustment to increase vehicle lease expense by \$36,929. I do
13 not accept Petitioner’s proposed \$56,508 increase for office space.

1 **Q: Please explain why you do not accept Petitioner's \$113,016 *pro forma* office**
2 **space lease expense.**

3 A: Petitioner's base year office rental expense was \$56,508. According to the lease
4 agreement (OUCC Attachment TWM-2), annual lease payments for the space
5 leased at Professional Plaza are \$113,016. As this office space is shared with the
6 sewer utility, Petitioner's portion of these payments is 50% or \$56,508. As this is
7 the amount included in Petitioner's base year expense, no adjustment is necessary.

8 **Q: Do the base period expenses need to be increased for the sewer utility's share**
9 **of office space lease costs?**

10 A: No. The sewer utility's portion of this lease expense was not included as one of
11 the joint costs included in Petitioner's proposed sewer reimbursement.
12 (Petitioner's Workpaper DLB-11.) As explained in OUCC Witness Margaret
13 Stull's testimony, some shared expenses are recorded at 100% on the water
14 utility's books with a separate reimbursement recorded while other shared costs
15 are not included in the sewer reimbursement amount. For those costs not included
16 in the sewer reimbursement amount, only the water utility's portion is recorded as
17 an expense. The sewer utility's portion of the lease was not included in the sewer
18 reimbursement and therefore should not be in Petitioner's *pro forma* office space
19 lease expense.

IV. ADDITIONAL EMPLOYEES

20 **Q: Does Petitioner propose hiring additional employees as part of this Cause?**

21 A: Yes. Petitioner proposes adding the expense for nine new positions. The
22 additional positions are listed in "Workpaper DLB-21 Book1" on the "New

1 Utility Positions” tab of the Excel version of the workpaper. The table below
2 shows the year Petitioner anticipated filling each position.

Table 3: New Positions

<u>Position</u>	<u>Year Added</u>
Accounting Clerk	2023
Night Shift Supervisor Water Construction	2023
Safety Professional	2022
Junior Surveyor	2024
Operations and Maintenance Engineer	2024
Administrative Assistant	2022
Certified Master Electrician	2023
Software Engineer	2023
Control Systems Analyst	2024

3 **Q: Has Petitioner indicated when in the given year it would fill each position?**

4 A: No. Petitioner’s case-in-chief is silent as to more precisely when each position is
5 expected to be filled or why each position needs to be created. Of the proposed
6 nine new employees, only two are projected to be hired before the beginning of
7 the forward-looking test year. The remaining new employees are projected to be
8 hired during the forward-looking test year but it is unclear when within the test
9 year the positions will be filled. For those positions that will commence in 2024, it
10 is unclear whether the position will be filled during the test year at all.

11 **Q: What support did Evansville offer in its case in chief for the seven additional
12 positions to be added during the forward-looking test year?**

13 A: Overall, the support Evansville provided for these positions in its case in chief and
14 in its response to discovery has not been robust. Other than Mr. Baldessari’s brief
15 testimony explaining his accounting adjustment, there is no discussion in
16 Evansville’s case-in-chief supporting the need for these new positions. For

1 instance, referring to the information already included in Petitioner's case, the
2 OUCC asked through Data Request 18-8 (OUCC Attachment TWM-3) when each
3 position would be filled. Evansville's response yielded no additional information.
4 The anticipated start date of each position remained expressed as a calendar year
5 with no specific start date. This is important because when (within the test year)
6 the position will be filled affects the amount of expense that will be included in
7 the forward-looking test year for ratemaking purposes. Moreover, the information
8 Petitioner provided in response to the OUCC Data Requests 18-10 and 14-12
9 (OUCC Attachment TWM-2 and OUCC Attachment TWM-5) indicated that
10 some of the positions will be taking over responsibilities currently fulfilled by
11 third-party consultants. Yet Petitioner has presented no corresponding decrease to
12 that expense. I address each proposed new position below.

13 **A. Safety Professional and Administrative Assistant**

14 **Q: What is Petitioner's *pro forma* expense for the new Safety Professional and**
15 **Administrative Assistant positions?**

16 A: Combined *pro forma* salary and benefits expense for the Safety Professional and
17 Administrative Assistant is \$156,669 before any reimbursement from the Sewer
18 Utility. The OUCC accepts this salary and benefits for these two positions.²

² Petitioner embedded the cost of these two positions within four wage and benefit adjustments affecting more than these two positions including an annual increase to salaries and wages. The OUCC does not contest those adjustments.

1 **B. Accounting Clerk and Night Shift Supervisor**

2 **Q: What should Petitioner's *pro forma* expense be for the new Accounting**
3 **Clerk and Night Shift Supervisor positions?**

4 A: *Pro forma* expense for the Accounting Clerk and Night Shift Supervisor positions
5 total \$164,468.

6 **Q: Should there be a reimbursement from the Sewer department to Petitioner**
7 **for these positions?**

8 A: Yes. Petitioner should receive half of the expense associated with these two
9 positions as a reimbursement ($\$164,468/2 = \$82,234$).

10 **Q: Does Petitioner recognize both the Accounting Clerk and Night Shift**
11 **Supervisor positions as shared positions?**

12 A: No. Petitioner proposed the Accounting Clerk as a shared (50/50) position with
13 the Wastewater department but stated in its case in chief the Night Shift
14 Supervisor was a water only position.

15 **Q: Why do you propose the Night Shift Supervisor position be shared 50/50 with**
16 **the Wastewater department?**

17 A: In response to OUCC Data Request 14-12 (OUCC Attachment TWM-5)
18 Petitioner states, with regard to the Night Shift Supervisor, "The hiring will
19 reduce the need for on-call supervisors from other utility departments who are
20 unfamiliar with the everyday operations of the water, sewer, and meter
21 departments while reducing excessive overtime by unsupervised hourly
22 employees." The Night Shift Supervisor will work with both the water and
23 wastewater utilities, therefore creating a shared expense. Accordingly, while I
24 recommend including the entire employee expense, OUCC witness Margaret Stull
25 has recognized the 50% reimbursement of the expense for this employee in her
26 adjustment to sewer reimbursement of shared costs.

C. Certified Master Electrician

1 **Q: Please explain why you believe expense for the Certified Master Electrician**
2 **position should be removed?**

3 A: Based on Petitioner's response to OUCC Data Request 18-8 (OUCC Attachment
4 TWM-3) the exact date of hire is unknown. Evansville indicated this position is
5 anticipated to be filled sometime between January 1, 2023, and December 31,
6 2023. However, for purposes of this revenue requirement and my testimony, I
7 assumed each position Evansville said it would fill in 2023 will have been filled
8 by April 1, 2023. Thus, there would be no reduction based on date of hire if this
9 position is otherwise allowed.

10 In response to OUCC Data Request 18-10 (OUCC Attachment TWM-4)
11 "Please explain how Evansville is currently accomplishing the duties for each of
12 the "New Utility Positions" listed on Workpaper DLB-9 page 18 of 191"
13 Petitioner stated, "Certified Master Electrician – joint – 2023 – due to plant
14 expansion, the utility needs a certified electrician on staff, currently being handled
15 by non-certified maintenance staff." (emphasis added.) Based on this response,
16 this is not a position that will be used to fulfill new or increased responsibilities
17 before the plant expansion is complete. Moreover, the "plant expansion" or new
18 plant will not be constructed until after the end of the test year. Petitioner has not
19 otherwise sufficiently demonstrated the need for this \$92,591 of expense for the
20 Certified Master Electrician position in its test year. I recommend no expense for
21 this position be included in Petitioner's *pro forma* revenue requirement.

D. Software Engineer

1 **Q: Please explain why you believe expense for the Software Engineer position**
2 **should not be included in Petitioner's rates?**

3 A: Based on Petitioner's response to OUCC Data Request 18-8 (OUCC Attachment
4 TWM-3) the exact date of hire is unknown. Evansville indicated this position is
5 anticipated to be filled sometime between January 1, 2023, and December 31,
6 2023. However, for purposes of this revenue requirement and my testimony, I
7 assumed each position Evansville said it would fill in 2023 will have been filled
8 by April 1, 2023. Thus, there would be no reduction based on date of hire if this
9 position is otherwise allowed.

10 In response to discovery (OUCC Attachment TWM-5) asking the need for
11 each position Petitioner stated, "As the Utility adds staff to the IT group with this
12 new position we will reduce the need of third party contractual services." In
13 response to OUCC Data Request 18-9 (OUCC Attachment TWM-6) Evansville
14 stated, "Beyond the information provided in response to OUCC DR 14-12,
15 Petitioner does not know whether or to what level hiring these employees will
16 reduce operating expenses in the year in which EWSU anticipates hiring them."
17 The information provided in response to the OUCC's discovery indicated this
18 position will be taking over responsibilities currently fulfilled by contractual
19 services. Presumably, the cost of bringing this position in house is a prudent
20 decision that will avoid otherwise unnecessary contractual services expense. But
21 Petitioner has presented no corresponding decrease to that expense. Therefore, the
22 expense of this employee should be met by Petitioner not having to procure

1 fulfilling those duties through contractual service. I recommend this adjustment to
2 base year expense of \$98,684 for the Software Engineer position be rejected.

E. Control Systems Analyst

3 **Q: Please explain why you believe expense for the Control Systems Analyst**
4 **position should not be included in Petitioner's revenue requirement?**

5 A: Based on Petitioner's response to OUCC Data Request 18-8 (Attachment TWM-
6 3) the exact date of hire is unknown. Evansville indicated this position is
7 anticipated to be filled sometime between January 1, 2024 and December 31,
8 2024. Assuming the position will be filled on January 1, 2024, the Control
9 Systems Analyst will be employed for 25% of the test year. Therefore, 25% of the
10 Control Systems Analyst yearly expense will be in the test year ($\$104,776 * 25%$
11 $= \$26,194$) and if this position is otherwise to be included in rates, the amount
12 included should not exceed \$26,194.

13 In response to discovery (OUCC Attachment TWM-5), asking the need
14 for each position, Petitioner stated "As the Utility adds staff to the IT group with
15 this new position we will reduce the need of third party contractual services."
16 Petitioner's response, regarding the Control System Analyst position, identifies a
17 double recovery situation. Evansville's response stated the Control System
18 Analyst position "will reduce the need of third party contractual services." In
19 response to OUCC Data Request 18-9 (OUCC Attachment TWM-6) Evansville
20 stated "Beyond the information provided in response to OUCC DR 14-12,
21 Petitioner does not know whether or to what level hiring these employees will
22 reduce operating expenses in the year in which EWSU anticipates hiring them."

1 The information provided in response to the OUCC's discovery indicated this
2 position will be taking over responsibilities currently fulfilled by contractual
3 services. Presumably, the cost of bringing this position in house is a prudent
4 decision that will avoid otherwise unnecessary contractual services expense. But
5 Petitioner has presented no corresponding decrease to that expense. Therefore, the
6 expense of this employee should already be met by Petitioner's projected test year
7 expenses. I recommend disallowance of Petitioner's adjustment to base year
8 expense of \$104,776 for the Control System Analyst position.

F. Junior Surveyor

9 **Q: Please explain why you believe expense for the Junior Surveyor position**
10 **should not be included in Petitioner's rates?**

11 A: Based on Petitioner's response to OUCC Data Request 18-8 (OUCC Attachment
12 TWM-3) the exact date of hire is unknown. Assuming a position added in 2024
13 will be hired on January 1, 2024, the Junior Surveyor would be employed for 25%
14 of the test year. Therefore, 25% of the Junior Surveyor yearly expense would be
15 in the test year ($\$82,843 * 25\% = \$20,711$) and no more than that should be
16 included in the test year.

17 Based upon Petitioner's response to OUCC Data Request 18-10 (OUCC
18 Attachment TWM-4) the need for this position is "due to increased workload."
19 Petitioner has not explained why the increased workload for this employee will
20 suddenly emerge in 2024.

21 If workload has already increased, the hiring of this position would have
22 an associated decrease in expense for outside survey consultants, as stated by

1 petitioner in repose to OUCC Data Request 14-12 (d)³ (OUCC Attachment
2 TWM-5). Therefore, Petitioner would have made an adjustment reducing
3 contractual services expense, creating a reduction in expense for the savings of
4 hiring the Junior Surveyor. Petitioner made no reduction in contractual services.

5 For these reasons, I propose the expense of \$82,843 for the Junior
6 Surveyor position not be included in Petitioner's test year revenue requirement.

G. Operations and Maintenance Engineer

7 **Q: Please explain why you believe expense for the Operations and Maintenance**
8 **Engineer position should not be included in Petitioner's rates?**

9 A: Based on Petitioner's response to OUCC Data Request 18-8 (OUCC Attachment
10 TWM-3) the exact date of hire is unknown. For my analysis, I assume each
11 position added in 2024 will be hired on January 1, 2024. The Operations and
12 Maintenance Engineer will be employed for 25% of the test year. Therefore, 25%
13 of the Operations and Maintenance Engineer yearly expense will be in the test
14 year ($\$110,869 * 25\% = \$27,717$) and should be included for the purpose of rate
15 making.

16 In response to Data Request 14-12(e) (OUCC Attachment TWM-5),
17 "Please explain (and provide any documentary support) why each new position
18 needs to be created" Evansville provided, "The Utility currently does not have in-
19 house staff available to consistently provide strategic reliability planning and
20 engineering support for all operational divisions." The response implies this work

³ With regards to the Junior Surveyor, Petitioner states, on DR14-12(d), "This effort results in lowered expenses from outside survey consultants."

1 is being performed through contractual services if it is being performed. Yet
2 Petitioner made no adjustment to contractual services to reduce expense when this
3 position is in place. If it is not currently being performed, Evansville has not
4 adequately explained in its case why such position needs to be filled.

5 Furthermore, it is not indicated whether this position will be filled in the
6 test year. For these reasons I propose the expense of \$110,869 for the Operations
7 and Maintenance Engineer position not be included in Petitioner’s test year
8 revenue requirement.

9 **Q: Please summarize your recommendation with respect to new position salary**
10 **and wage expense.**

11 A: I accept Petitioner’s *pro forma* expense for the Safety Professional and
12 Administrative Assistant positions of \$156,669. Further, I recommend an increase
13 future-test year expense for the Accounting Clerk and Night Shift Supervisor
14 positions of \$164,468.

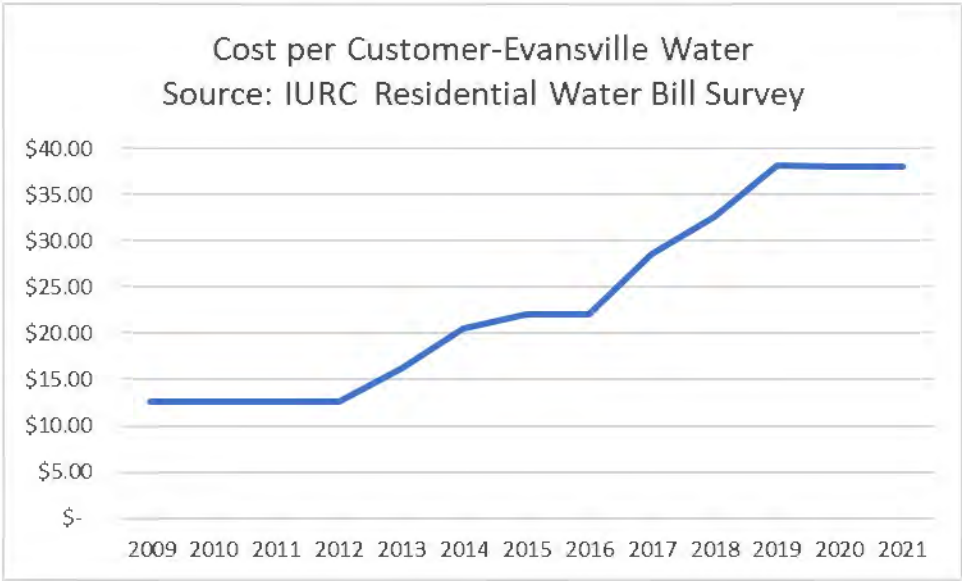
Table 4 – New Position Expense to Be Included in Test Year

(represents all cost associated with position)

Position	Salary	FICA/MED	PERF	Health	Life	Total
Accounting Clerk	\$43,000	\$3,290	\$6,106	\$19,285	\$196	71,877
Night Shift Supervisor	60,000	4,590	8,520	19,285	196	92,591
Sub Total	103,000	7,880	14,626	38,570	392	164,468
Safety Professional	55,000	4,208	7,810	19,285	196	86,499
Administrative Assistant	41,600	3,182	5,907	19,285	196	70,171
Total	96,600	7,390	13,717	38,570	392	156,670

V. CONSUMER COMMENTS

1 **Q: Did the OUCC receive consumer comments in connection with this Cause?**
2 A: Yes. The OUCC received 50 written comments from customers. These comments
3 are included as OUCC Attachment TWM-1 of my testimony.
4 **Q: Please explain the essence of the customer comments received by the OUCC?**
5 A: Submitted comments to the OUCC are concerned with the affordability of water
6 service from Petitioner. Customers state this increase, along with the increases
7 from Petitioner's previous rate case 45073, is burdensome. The graph below
8 shows the rates Evansville residential customers have paid in the last 13 years.



9 When the average monthly residential bill for the eight largest municipalities are
10 compared Evansville is the highest (See Table 5)⁴.

⁴ Information from IURC 2021 Annual Water Bill Analysis. Based on average monthly bill for 5,000 gallons

Table 5: Peer Group Analysis

	<u>2021</u>
Ft. Wayne	28.39
Evansville	\$ 37.93
South Bend	21.96
Lafayette	18.03
Bloomington	26.50
Anderson	27.88
Elkhart	12.84
Columbus	10.69
Peer Group Average	\$ 23.03

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

2 A: Yes.

APPENDIX A - QUALIFICATIONS

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

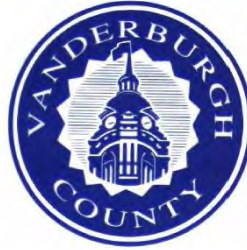
2 A: In December of 2002 I received a bachelor's degree in Business Administration
3 focusing on Accounting from Indiana University Kelley School of Business. In
4 December of 2012 I received my Master of Science in Accounting from Indiana
5 University Kelley School of Business, Indianapolis Indiana.

6 **Q: Please describe your professional experience.**

7 A: I was hired as a Utility Analyst in Water / Wastewater division of the OUCC on
8 April 30, 2018. Prior to being hired by the OUCC, I was the controller of All
9 Trades Staffing. I have over fifteen years of accounting experience. I worked for
10 several years as a Financial Analyst in the insurance and healthcare industries. I
11 have participated in conferences and seminars regarding utility regulation, rate
12 making and financial issues. I have completed the National Association of
13 Regulatory Utility Commissioners (NARUC) Eastern Utility Rate School. I also
14 regularly attend the National Association of State Utility Consumer Advocates
15 (NASUCA) Accounting and Tax committee monthly meetings. In August of
16 2019 I completed the Annual Regulatory Studies Program from the Institute of
17 Public Utilities at Michigan State University.

18 **Q: Have you previously testified before the Indiana Utility Regulatory**
19 **Commission?**

20 A: Yes.



VANDERBURGH COUNTY

ONE N.W. MARTIN LUTHER KING, JR. BLVD.
CIVIC CENTER ROOM # 305
EVANSVILLE, INDIANA 47708

OFFICE OF THE BOARD OF COMMISSIONERS

BEN SHOULDERS, PRESIDENT
JEFF HATFIELD, VICE PRESIDENT
CHERYL MUSGRAVE, MEMBER

August 13, 2021

Public Comments Indiana Office of Utility Consumer Counselor
115 W. Washington St., Suite 1500 South
Indianapolis, IN 46204

RE: Vanderburgh County - Commissioners

Dear Public Comments Indiana Office of Utility Consumer Counselor:

The Board of Commissioners of Vanderburgh County would like to use this opportunity for comment to address the disparity of sewer rates paid for residential customers of Evansville Water and Sewer Utility in unincorporated Vanderburgh County. While the Board of Commissioners understands that sewer rates are controlled by local ordinance and this forum is specifically related to water rates, the Board of Commissioners feels strongly that these two, separate rates are interrelated and share a close enough nexus for your body to consider the Board's concern. The two, separate charges are included in the same bill sent to unincorporated residents and jointly affect the financial standing of unincorporated residents. Considering the water rate increase without factoring in the already-increased sewer rate will lead to a "double-whammy of sticker shock" for unincorporated residents.

August 13, 2021
Page 2

Evansville City Council first approved the rate increase for residents outside of the City of Evansville in 2002. The initial increase raised the rate for unincorporated residents approximately thirty percent (30%). Commercial properties were spared much of the increase. The sewer rates have been adjusted by the Evansville City Council numerous times, but the overall effect has remained the same: County residents pay approximately 30% more than city residents.¹ The Board of Commissioners believes this tax for services is without justification and unfairly burdens residential properties in unincorporated Vanderburgh County.

Very truly yours,

CHERYL MUSGRAVE,
Member
Board of Commissioners of Vanderburgh County

CRE/

¹ [Ord. G-2017-9 § 1, passed 6-28-17; Ord. F-2016-31 §§ 4, 5, 6 (Exh. A), passed 10-27-16; Ord. F-2013-14 §§ 4, 5, 7 (Exh. A), passed 11-1-13; Ord. F-2010-7 § 4 (Exh. A), passed 7-14-10; Ord. F-2009-12 § 1, passed 10-12-09; Ord. F-2008-4 § 1, passed 7-15-08; Ord. F-2004-8, passed 6-10-04; Ord. G-2002-16, passed 11-18-02; Ord. G-2002-6, passed 6-17-02;

From: [Jeff Mueller](#)
To: [UCC Consumer Info](#)
Subject: IURC Cause NO. 45545
Date: Thursday, August 12, 2021 3:14:11 PM

****** This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. ******

To Whom it May Concern

My name is Jeffrey Mueller. I live in Vanderburgh County outside the City limits of Evansville. I am a customer of Evansville Water and Sewer, for both water and sewer services. I retired at the start of this year. I have a BS in Civil Engineering from Rose-Hulman and a MBA from Indiana University. Prior to early retirement in 2012 I had 36 years in the coal industry including operations, engineering, environmental work and business development. In 2012 I ran for Vanderburgh County Surveyor and served for 8 years. I provide this information to you in that I believe that it is pertinent to the proposed water rate increase request that I am opposed. The reason for my opposition is summarized into four points.

Point 1

As County Surveyor serving on various committees we were constantly requested to do everything in our power of permitting and review of any plans to take into effect the affordability of homes. With this area already having some of the highest electric rates in the state, higher water rates will only make home ownership in Vanderburgh County even more difficult.

Point 2

The Utility Counselor should make Evansville Water and Sewer Utility (EWSU) provide information on the amount of debt already carried by citizens of the County and City. I do not know all of the debt but it is substantial including:

- \$750 million of EPA mandates
- School improvements
- Library (new libraries constructed plus improvements)
- Recreation including the new pool and zoo
- Jail

Also the IURC should request that the utility look at funding any new water plant from the one trillion dollar Infrastructure Bill currently in Congress.

Point 3

EWSU does not practice what I would consider good spending habits. Examples include the following:

- Purchase of all new furniture a couple of years ago for the water department in the Civic Center. As County Surveyor at the time I still worked on my desk that was purchased new in the late 1960s when the County moved to the Civic Center.
- Paying a consultant to develop an historical exhibit for the new pump station
- Spending almost \$350,000 for marketing and website development.
- Failure to collect bills and fines in a timely manner. An example of this is a \$95,000 bill currently owed by Woodland apartments.
- Continued addition of employees despite the fact that the Utility Service area is not growing.

Point 4

The plan is to build the new water plant in the location of the existing city garage which would mean

a relocation of the garage and demolition of the existing garage. What safe guards will be put into place to insure that when relocation of the garage to a new facility occurs, that upgrades over and beyond what exist at the current facilities will not be charged to the current rate payers? Who will be responsible for environmental remediation of the existing site prior to the construction of a new water plant?

Should you have any questions, please feel free to contact me at the letterhead address.

Sincerely

Jeffrey D Mueller

Sent from [Mail](#) for Windows

IURC Cause #45545

Evansville Water & Sewer Utility

Submitted by: Pamela A. Martin, 1500 Lant Circle, Evansville, IN 47714, in conjunction with Rev. William Payne, and representing the organization "Evansville is Tapped Out."

Action(s) Sought

Reject the EWSU request for a 30% water rate increase.

Make sure the proposed project is warranted in the scope and detail outlined; and that the rate increase corresponds to that need ONLY. Complete a full fiscal & operational audit of the utility to determine the soundness of its fiscal & facility decisions overall.

In addition, "ask" the EWSU to work with community stakeholders to create a significant and responsive Low Income Assistance Program that is funded within the current proposed rate structure, well-organized and effectively administered to help residents who can not pay these bills. Follow the formula and format utilized by Duke Energy, Indiana Michigan Power, IPL and NIPSCO rate-payers in Indianapolis, Gary, Muncie and Terre Haute. It is an affront that the utility serving the state's third largest city has raised water rates 77% since 2016 without an assistance plan to help the needy. The current assistance program funded through Home Serve waterline insurance policies is a sham that is assistance in name only. It is woefully lacking in reliable, adequate funding, and it is accessible to the needy only in crisis situations once annually. It serves as a PR crutch so EWSU can say they provide assistance.

Supporting Facts/Data/Narrative

At the Aug. 12 hearing, Rev. Payne will speak to the pain and suffering our excessive water bills cause for low-income individuals and families in Evansville. "Evansville is Tapped Out" collected over 400 signatures on-line and on paper in opposition to this rate increase.

From the lips of the EWSU director we confirm that Evansville now has a 25% poverty rate, this in the midst of a pandemic, the detrimental effects of which are still being felt in terms of employment and affordable housing. This harm cannot yet be calculated.

Last school year, 56% of students in the Evansville-Vanderburgh County School Corp. participated in the free meal program based on documented family income. That does not indicate the total number of students who are eligible to participate, only those who do eat free at school.

Since 2016, the EWSU has been granted water rate increases totaling 77%. This plus the current request means an increase of 107% when fully implemented. How can that amount be logical and justified, or manageable by the citizens who are dealing with an overall escalating cost of living?

We do not have the means to judge the legitimacy of the EWSU request, but we contend it was no coincidence that this "emergency" cropped up just after the Biden Administration's talks of broad-reaching infrastructure funding accelerated. We suspect there is a plan afoot to "double dip" to secure as much funding as possible for things other than the project at hand.

While we don't know the true condition of the facility they contend is in immediate need of replacement, we do know that the EWSU has a public credibility problem that bolsters our suspicions. Their spending habits for offices & furniture, vehicles, marketing and administrative salaries – while not totally made public – appear to be extravagant on the surface. A marketing firm on contract and a full-time in-house marketing professional, as an example.

Please compare EWSU administrative costs to those of utilities of similar size and customer base.

The EWSU currently employs an executive director AND the former executive director who retired last year – both of whom came from the banking industry. In addition, EWSU recently signed a \$140,000 contract with a Colorado consulting company to provide a plan and blueprint for management of the physical assets and operation of the overall utility. Fiscal responsibility, competent leadership and recognition that it relies on excessive bills paid by customers don't seem to figure into the EWSU management philosophy.

Please investigate Evansville's PILOT program that allows the city's general fund to receive \$6 million annually from EWSU, while in fact oppressed citizens who are forced to pay excessive, escalating utility bills make these payments. A FOIA request failed to produce the authorizing ordinance or utility board action at the basis of this ridiculous program. Therefore, no formula for calculating the annual PILOT payment could be found. In theory, PILOT is meant to replace property taxes and equal that amount, but we can't verify this is the case in Evansville. It appears to be an arbitrary hardship for the people.

EWSU demonstrates an over-all pattern of excessive rates and fees that has escalated since 2016. For example, the fee to change the name on an account is now \$100, so that's the challenge elderly widows face if they want to be good citizens and change the account name when their husbands die.

EWSU has undertaken a frivolous and expensive program to create a "riverfront destination" experience in conjunction with its water & sewer projects, presumably with at least a measure of rate-based funding. The utility cultivates a "recreational persona" touting grassy spaces, scenic views of the city's riverfront and a public meeting space. With glee, the utility director at a recent board meeting bragged that EWSU has provided the first public restroom for riverfront visitors. Meanwhile, many city residents do not use their own bathrooms for fear of high water bills.

EWSU touts as its mission the obligation to serve as a reliable source of safe water for the citizens. But what happens if the price is so high that the citizens can't afford it? It is up to the IURC to intervene because the decision-makers have pushed too many low-income residents to that red line of diminishing returns.

While Rev. Payne will detail the human cost of the EWSU operations at the public hearing, I want to include one sad case here. The Gates Family Memorial Foundation operates a free community laundromat in a low-income Evansville neighborhood known as "Jimtown." About 3,600 loads of laundry are washed there free of charged each month. Bob is the attendant, and the stories he tells about the people who come to the facility bring tears to his eyes. They are homeless, poor or just unable to pay their water bills. They walk or ride bicycles with their clothes and bedding in black plastic bags. He drops his head when he talks about the hardship, he sees every day. While the escalating water bills make it harder and harder to operate the laundromat, the foundation has made a commitment to keep it running. Bob planned to testify at

the Aug. 12 hearing, but he just underwent extensive oral surgery, and he fears he will be too difficult to understand. But he will talk to anyone personally. I can make his phone number available, so he can relay the details himself and you will know this is true information.

Thank you for your time and consideration.

Indiana Utility Regulatory Commission Public Field Hearing

Evansville Water Rate Case - Cause Number 45545

If you would like to speak tonight, complete this form and return it to the OUCC table.

(Please print)

NAME Shirley Shafer

ADDRESS 12411 Cold Water Drive, Evansville, IN 47725

Are you a customer of this utility? *(circle one)* YES NO

Do you wish to speak or provide written comments? *(circle one)* SPEAK WRITTEN BOTH

If you are representing any firm or organization, please provide the name:

SIGNATURE: Shirley Shafer DATE: 8/12/2021

If you are providing written comments, you can include them on this form or attach a separate document.

*on social security
take 2 showers a week
only flush toilet after certain deposit
wash clothes once a week
live in county
sewer rate is too high now
water rate too high now*

You may continue your comments on the back of this sheet or attach them.

You may also send comments to the OUCC at:
Indiana Office of Utility Consumer Counselor
115 W. Washington St., Suite 1500 South
Indianapolis, IN 46204

web: www.IN.gov/OUCC
email: uccinfo@oucc.IN.gov



You can go directly to the OUCC's electronic contact form by scanning this code:

Comments provided in this cause are considered public records pursuant to the Indiana Access to Public Records Act (*Indiana Code 5-14-3-1, et seq.*).

Indiana Utility Regulatory Commission Public Field Hearing

Evansville Water Rate Case - Cause Number 45545

If you would like to speak tonight, complete this form and return it to the OUCC table.

(Please print)

NAME Noah Werner

ADDRESS 1624 Ewing Ave, Evansville, IN 47712

Are you a customer of this utility? *(circle one)* YES NO

Do you wish to speak or provide written comments? *(circle one)* SPEAK WRITTEN BOTH

If you are representing any firm or organization, please provide the name:

St. Vincent de Paul - Evansville District

SIGNATURE: *MW* DATE: 8/12/2021

If you are providing written comments, you can include them on this form or attach a separate document.

Hallo,
I am a social worker here in Evansville. I just want to simply advocate for our neighbors that we serve with SUDP - the under-resource under-paid, that bear the brunt of rate increases like the one being considered. I'm not arguing against infrastructure improvement. I realize this is necessary. Speaking for those at the federal poverty level and below as well as ALICE (Asset-Limited, Income-Constrained Employed) individuals + families, the rate increase further strains budgets already stretched beyond sustainability + livability. While there is some federal + state funding for energy assistance for →
You may continue your comments on the back of this sheet or attach them.

You may also send comments to the OUCC at:
Indiana Office of Utility Consumer Counselor
115 W. Washington St., Suite 1500 South
Indianapolis, IN 46204

web: www.IN.gov/OUCC
email: uccinfo@oucc.IN.gov



You can go directly to the OUCC's electronic contact form by scanning this code:

qualifying customers (income-based), there is only
small, local assistance for water customers. - A mayor
\$250 per year for low-income clients. ~~At~~ the
heart of the matter is the cost of essential services -
food, transportation, shelter, utilities, - and the inability of
so many to keep up. Frankly water is one of the many
increasingly crippling costs that the marginalized just
cannot realistically afford.

From: [David Donnelly](#)
To: [UCC Consumer Info](#)
Subject: Comments in Evansville water rate case
Date: Friday, August 13, 2021 10:43:27 AM

****** This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. ******

We recently moved to Evansville from southern California and were shocked to find water rates about 1/3 higher here compared to our semi-desert community there.

The sewer rate is even more shocking -- in California we had a flat \$7/month/person rate, plus customer charge. Here, recycling the water costs more than buying it new!

There is something wrong with how water and sewer plants are being planned, financed, and managed. Building these facilities should be a state, and not a local cost, because of the wide variety of situations that must be managed statewide.

David Donnelly
6107 Richmond Ct Apt B
Evansville 47715

From: noreply@formstack.com
To: [UCC Consumer Info](#)
Subject: Evansville Muni Water
Date: Thursday, August 12, 2021 8:21:04 AM

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**Formstack Submission For: [OUCC_Contact_2361](#) -
COPY**

Submitted at 08/12/21 8:20 AM

Title: Mr.

Name: Michael Primus

Email: primus.michael@gmail.com

Address: 1125 Glenmoor Court
Evansville, IN 47715

**Telephone
(Best
number to
reach you
between
8:00 am and
4:00 pm,
Eastern
Time,
Monday
through
Friday)::** (812) 436-1266

**If providing
comments
on a specific
case, please**

**indicate the
cause
number
and/or
name of
utility::**

IURC Cause No. 45545, Evansville Municipal Water

**Your
Comments::**

I would encourage the IURC to reject this proposed water rate increase. While still affordable to many in our city, we still have plenty of residents who struggle with the already high water charges, compounded by gas/electric bills that are some of the highest in the state. The approved water rate increase from a few years ago was pitched as a means to raise funds to pay for repairs to the crumbling water main infrastructure and addition of the new treatment plant. This new proposed rate increase feels almost exactly the same, but we're not seeing the results that were pitched to us as residents from last time. If you are going to force these increased charges on our community, we need to actually see these improvements made.

From: [Julie Hodges](#)
To: [UCC Consumer Info](#)
Subject: August 12th meeting
Date: Thursday, August 12, 2021 12:01:36 AM

****** This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. ******

I am going to try and attend the meeting because I need to understand why it is that I can't ever seem to stay caught up on this bill. I need to understand why it is that I can't ever make headway on this utility bill. I need to understand that while I live alone one person and I have made changes to how I use my water how I utilize my water I have replaced faucets. I have replaced my refrigerator. I still cannot make headway on this utility bill. I am offended every time I see that you were increasing the bills for both water and this sewer mandate.

I realize the focus at this meeting will be on one issue only but, I am offended by the fact that you keep these meetings so quiet that the consumer.. has so little to do with the final impact that ends up in our home. That's the product and the bill. That you that attend this meeting , you at the" head of the table " the decision makers the politicians the -local leaders - are the ones that ultimately the decision makers.

And you hold our future in your hands. Quite literally your hands are in my pocketbook and I'm tired of it because there is nothing that I do nothing that I can seem to do that affects any change. No matter how responsible of a consumer I am you keep reaching in my pocket book and I resent it !!! HELP ME PLEASE!!!! TELL ME THE ANSWER!!! There is no recourse and I can't afford my water bill but I can't do without my water. This is a shame this is a crime and it's your fault

Julie Hodges
Evansville IN

[Sent from Yahoo Mail for iPhone](#)

From: [Tasha Helphenstine](#)
To: [UCC Consumer Info](#)
Subject: Public Comments
Date: Thursday, August 12, 2021 2:29:56 PM

****** This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. ******

Dear Sir/Madam,

I am writing today to express my concern regarding the new proposed rate increase.

I understand that there is a cost to run any business and that each year everything increases in cost and that any company must then pass those increases along to its customers. I also understand that when equipment gets old it must be replaced and that as the world expands the demand for service grows. I understand that my bill **will** increase over time and it does. There are so many taxes, surcharges other charges on my bill each month that I can't understand what money goes where. You are asking for an increase that would bring in an additional \$104m per year that would be used to help current customers and new and I understand all of that as well.

Here comes the but....

BUT..... How the heck am I going to be able to afford it?

Every single month I open my electric bill and I just hold my breath for a second. I know that it is going to hurt and I know it is going to be a struggle to pay but like death and taxes, it is inevitable. I can't shop around for better rates, I can't call and haggle or express that I am a lifetime customer who pays every month on time and who would like to use my 20% loyalty advantage. Nothing. I have no recourse-except this email. I open my bill, I rage or sometimes cry; i go over my controllable monthly expenses I find somewhere where I can cross out a needed item just so that I can pay my electric bill. and with the cost of gas, food and every daggone thing else rising-i am running out of items i can cross out or adjust. And I cannot call I&M and lower my utility package, I can't call and ask that they shut off my electric for 3 days because I only have enough money to pay for 27\$.

As I said, The bill is what it is.

I wish that I could afford to buy all new energy efficient appliances to help with my electric costs. i wish I could buy the latest platinum level A/C unit. But I can't. My appliance have to last as long as they do and when they die I spend the next few weeks trolling Facebook Marketplace to find another \$50 used model.

I make \$12 a hour. I have a college degree, a life-time of experience and have been in my current position 3 years and I make \$12 an hour. So it is safe to assume I am not going to make much money over my lifetime. I'll never be able to buy a brand new car, no trips to Disney for my family and I; it is all we can do to survive each month. So where does the extra \$10 come from?

Our food budget. Do you know how many meals of ours start with the word Ramen? Countless.

So I get 10 less packs of noodles (which btw is lunch for 10 days) to cover that price increase.... Seems fair enough?

I get it. It is \$10 bucks. Who can't afford an extra \$10..... me and others like me who are hanging on by their fingertips.

While a \$10 increase may seem nominal to most, that extra 10\$ is A LOT of money for people like me. My father lives on a fixed income of \$794 per month. During the summer months he uses 1 fan, 1 box fan to cool his entire home. He has central air but doesn't dare turn it on. His apartment rests at a cool 82 all

summer long. I can't bear to stop by and visit him because the air is so thick I feel like I am suffocating. He knows people don't come over because his space is so hot. All summer long he spends mostly alone sitting in front of the box fan. Why? Because he can't bear the increase of 1 nickel on his \$30 average electric bill. Not 5 cents. and increase in HIS electric bill could absolutely be catastrophic.

I hope this doesn't fall on deaf ears and I hope that maybe someone will pause and think of little folks down here at the bottom. Hi! Can you see us? We are important too. Our hard earned dollars are the ones that are needed here-shouldn't our thoughts have some kind of value?

Now, I have given you my base pay so I am sure it won't be a shock to you that I am not a rocket scientist so these may be the musings of the ignorant--but is there some other way I&M could get the money it needs without stepping on the throats of the less fortunate?

(and I am not by the way, I am not less fortunate. I have more than most people in my life. I have a home. I have a vehicle. I get to eat out or buy a movie once in a while. There are many that don't have that.

The less fortunate are those struggling to make it on minimum wage. Those poor souls that get up every single day and drag themselves to work in a place that doesn't know their name-where they will be treated like vermin by John Q. Public-those that are rewarded with a measly check \$200 bucks a week. By the time they have paid a portion of their bills they already owe 2/3 of their next check.

THOSE are the people I am begging you to think about.

The people who are struggling.

So I say again. I worry every month but I still have a roof over my head and my family has food in their belly- I am fortunate.)

but couldn't the customers who have higher usage be asked to pitch in \$15 extra per month why those who use a mediocre amount may be asked to pay an extra \$5? Just make up one of those taxes I see on my bill that I can't decipher... this \$16.75 goes to the "Pay it Forward Tax" I don't know... something.

Bonuses? do your employees get bonuses? Maybe instead of rewarding Polo wearing Johnny with season tickets to the "who gives a care league" maybe he gets 2 tickets to a single game?

Can you take an olive out of the salad? Didn't some airline save a gazillion dollars a year by removing the olive from their salads?

I mean I'm grasping here but I think you get my point.

\$10 is A LOT when you don't have much. I work an hour of my life for that \$10 (after taxes of course).

I mean it isn't just \$10 you know? You aren't the only company that is going to raise their rates, are you?

No... You are just the first of many. Before fall I will have seen my monthly expenses increase by at least \$50... But you know what doesn't increase? My earnings. Somehow the amount of money I earn stays basically the same. Year after year. My degree-worthless. My experience-not important here. My loyalty-isn't worth as much as I would hope.

I earn the same----- but my bills just keep going (What Cardi B?) Up!

Thank you for letting me vent. I am not proofreading or editing. I am purging, sending and then releasing. You won't upset my stomach before my heart meal of Ramen. No ma'am/sir. that you cannot do.

I wish nothing but the best for you in all of your endeavors (maybe not so much in this particular one though) :)

Tasha M. Helphenstine

From: [Erin Hobgood](#)
To: [UCC Consumer Info](#)
Subject: EWSU Rate Hike Increase
Date: Wednesday, July 21, 2021 10:16:39 AM

****** This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. ******

To whom it may concern,

I'm writing to you regarding the two proposed rate increases that EWSU director Lane Young and their board members including Connie Robinson are asking for to help fund a new water treatment plant and then also help people in the community who are delinquent with their bills. This of course, will all be paid for by the already cash-strapped citizens of Evansville who are still in various states of recovery from the pandemic as well still dealing with rate increases in their current EWSU bills.

Since 2018, we have had to deal with increasing costs due to pipelines being replaced and a new wetlands constructed. Now they want to raise rates for a new pump house, and are doing so without any regard to the lowest bidder as the EWSU Board has rejected all of the current bids because there was not enough minority or female-run companies in the market. To top it off, they are contemplating ANOTHER rate increase to pay for delinquent accounts. Perhaps the EWSU Director and Board should stop and actually think about WHY so many accounts are delinquent – namely because of all of the rate increases this cash-strapped community is dealing with as we get back on our feet after the pandemic.

For more information regarding the conversation around program to pay for those delinquent, please visit this link → <https://www.tristatehomepage.com/news/local-news/community-members-ask-for-water-bill-assistance-program-ewsu-plans-to-increase-rates-to-pay-for-program/>

I very seriously have doubts about the EWSU as a whole. For starters, why does a local utility that only services one community need a marketing director. A marketing director position is to find new ways to sell to existing customers while attracting new customers. The EWSU only services Evansville, and the lone water utility to service our community. The marketing director position is a complete waste of tax payer money. If this is what we can expect from them, then I believe an audit is order because a lot of money is most likely being wasted.

In addition to the rising costs associated with the EWSU bills, we have to contend with Center Point Energy, trying to wring more money from their citizen coffers to fill their pockets. This past winter, Center Point asked for an increase on natural gas rates which was ultimately denied. Still, months later, Center Point is once again asking to raise rates to replace the AB Brown plant in Mt. Vernon. We already have some of the highest rates in the country, and there's a distinct possibility this increase will go through and only cause us more pain in the process.

CenterPoint and the EWSU aren't the only utilities increasing costs in our city. In December 2019, the Evansville City Council voted to increase the cost of our recycling program as well. There's almost no utility in Evansville that hasn't increased while salaries are staying the same. It makes you

wonder if the city of Evansville and all the politicians and bureaucrats are trying to price its own citizens out of the area.

I close by saying that it is my very limited-funds opinion that the water treatment plant can wait while we try to catch up with our bills, and once our bills are caught up, the EWSU can do the right thing – hire the lowest bidder regardless of who is employed by that bidder – because keeping costs down is what’s best for all of us citizens in this town.

I close by posing a single question to you: If the prices keep increasing while salaries are staying the same, at what point are majority of the citizens going to be on the program to help with repayment?

Regards,

Erin Hobgood

From: [LAURA LIBS](#)
To: [UCC Consumer Info](#)
Cc: laurab1011@aol.com
Subject: Evansville Water rate increase
Date: Friday, July 30, 2021 2:39:37 PM

**** This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. ****

I am filing a complaint re the pending water rate increase request by the Evansville Water and Sewer Utility. This increase is to be used for a new water treatment plant.

This utility has imposed numerous rate increases in the last few years for both water and sewer. They also continue to charge the most egregious late fee of 10% regardless of whether your payment is a day or a month overdue. Another significant change is my bill used to be sent on a 3x5 postcard that I got with a small tear-off part with my account info to include with my payment in my own envelope. Now it comes in a 4x10 envelope with a full page bill with a tear-off return, an envelope, and numerous enclosed brochures, mostly that encourage the homeowner to purchase insurance for outside water leak repairs because "should one occur, it won't be the water department's responsibility to repair." Interesting - their pipes but up to the customer to repair them. Also interesting during this time - the salary of the department head (both former and current) as well as other salaried employees has been increased substantially. Although these decisions were approved by the City Council (at the recommendation of the Mayor) and not under your jurisdiction, I feel it necessary to call to your attention in regards to my complaint about the pending water rate increase.

Personally, these rate hikes for sewer and water have caused my bill to more than double. Previous to these hikes, my bill for water, sewer and trash was between \$25 and \$30 per month. Now it runs between \$70 and \$80 per month. And I am single person living alone averaging about 1200 gallons of usage per month. I can hardly imagine what hardship these rates cost a family of four.

I know the sewer hike was necessary because the city failed to do the required updates mandated by the federal government DECADES ago. So, in kicking the can down the road, the costs and size of the project increased substantially, as in millions substantially. These sewer hikes began in 2017 with 2020 given as the "review" date to decide further increases. Also, water rates have increased by 37% since 2011.

The most curious detail about these increases is they never roll back. There is never a point whereby we are told "Okay, taxpayers, we fixed the issues that caused the rate increases and now we can go back to rates that are more manageable." No, all we get are headlines that read, "No sewer rate increases this year." Yippee! We were told the sewer rate would increase from 2016-2020. Pretty sure a new sewer increase is being considered as I write.

This way of doing business by vital utilities (of which residents have no choice but use as they truly are the only game in town) has got to change. And you who sit on this regulatory board are our sole voice and remedy. Unless we decide to bypass public health rules and decide to start hauling and carrying out our own water and sewage.

Seriously, public utilities MUST find more efficient and affordable means of servicing their customers.

Thank you for your time and consideration,

Laura Libs

Loyal customer of EWSU my entire life who is saying enough is enough.

Sent from my iPhone

From: [Debra Brady](#)
To: [UCC Consumer Info](#)
Subject: 525 Brookview Drive
Date: Sunday, July 25, 2021 4:12:07 PM

**** This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. ****

We are filing a complaint on the outrageous water bills....this is wrong and you know it!

We can't afford this now on a fixed income let alone discussion of yet more hike increases!

Just stop ripping folks off! We cannot afford this!

Debra and Daniel Brady
525 Brookview Dr.
Evansville, IN 47711

From: [Stanton Baird](#)
To: [UCC Consumer Info](#)
Subject: Another Evansville water and sewer plant rate increase
Date: Tuesday, July 27, 2021 7:43:11 PM

**** This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. ****

Dear sirs,

As a retired family on a fixed income, it greatly concerns me that a utility could decide they need a 36% increase in their water rates. This is the 2nd set of rate increases this utility wants since 2018.

We already pay \$110 a month for water for 3000 gallons of water and sewer. That's right \$110 a month for water and sewer! (Combine that with highest electrical rates in the state)

We've decided that we can't stop drinking water but flushing the toilet is now optional!

Sent from my iPad

From: [David Earley](#)
To: [UCC Consumer Info](#)
Subject: Evansville municipal water increase
Date: Tuesday, July 20, 2021 8:27:32 PM

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My name is David Earley, I live at 4728 Inspiration St, Evansville, IN 47714. I strongly don't agree with this price increase. I understand they are building new facilities and infrastructure. But they also used the old stuff for well over a hundred years. They certainly paid for that and then some with their fees over the years. They have also increased their rates and fees many times over since then. That money should have went to pay for new infrastructure. A 36 percent increase is just ridiculous and just shows how greedy people can be especially when it comes to something that people have a right to be able to use. I understand some pay increase but I think a ten percent increase is more on the money as long as it's not followed up by another increase a few years down the road. Thank you.

From: [nancypugh71](#)
To: [UCC Consumer Info](#)
Subject: Evansville water rate hike request
Date: Tuesday, July 20, 2021 11:18:03 PM

**** This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. ****

How much can be expected of customers to pay? So many, including my husband and I, are on fixed incomes and can't afford anymore expenses. Everything has increased in price. Food, gas. It is getting harder to live.

Sent from my Metro by T-Mobile 5G Device

From: [Faye Kimsey](#)
To: [UCC Consumer Info](#)
Subject: Evansville water
Date: Wednesday, August 04, 2021 12:20:18 PM

**** This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. ****

Faye Kimsey 19248 Fenwick Ln Evansville in. 47725 8125683625 I would like to express my dislike of the excessive amount of two elderly people's water Bill when we try to conserve and it keeps going up because of poor management!

Sent from my iPhone

From: [Patti Dee Wazny](#)
To: [UCC Consumer Info](#)
Subject: Evansville, IN Water Sewer Rate Hike
Date: Tuesday, July 27, 2021 11:44:18 PM

****** This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. ******

My sewer bill is over double what I pay for water. Since I live in the county, my water bill is at least 1/3 higher than city residents. And....I have to pay for trash pickup separately. Then there are all the added "fees & charges". Enough is enough. I can't afford another "hike" in my water/sewer rates. It's already doubled over the past year or so. It is getting almost as high as my electric bill. Please do not approve another rate hike. People on retirement income can't afford it any more.

Patti Dee Wazny
Evansville, IN

Sent from [Mail](#) for Windows 10

From: [Connie](#)
To: [UCC Consumer Info](#)
Subject: Increase
Date: Tuesday, July 27, 2021 4:04:48 PM

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What have they done with the extra money they've gotten in 2019, 2020 & 2021 increases? I absolutely protest.

Sent from my iPhone

From: [Stan Baird](#)
To: [UCC Consumer Info](#)
Subject: Increased water rates in Evansville, IN
Date: Tuesday, July 20, 2021 7:13:34 PM

**** This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. ****

Dear Sirs,
Water cost too much already!
Fixed income people are getting pinched!
Will water and sewer prices go down when the sewer projects are finished?

Sent from my iPhone

From: [Leanne](#)
To: [UCC Consumer Info](#)
Subject: IURC Cause No. 45545 Evansville Municipal Water
Date: Wednesday, August 04, 2021 12:13:31 PM
Importance: High

****** This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. ******

I am **very** concerned about any increases in the city's water rates. My bill this month without an increase was \$250. This was higher than my electric/gas bill! I am a household of one! That was for watering my plants and filling up a small blow up pool. There is no discount in the summer months on the sewer that is calculated as a % of your water. Water used for plants and a small pool does not have to go thru the wastewater treatment plant. In other cities they provide that sort of discount during the summer. Here they expect you to buy a second tap, which is expensive and burdensome.

In addition there is a sewer mandate that is also applied driving up the costs.

An increase of 30% is ridiculous. The average household income in Evansville, is just a little less than \$36,000. My water bill is almost 9% of this.

I would appreciate your attention to this matter.

Leanne Cox
816 Lodge Avenue
Evansville, IN 47714

From: [Janet Dunn](#)
To: [UCC Consumer Info](#)
Subject: IURC Cause No. 45545
Date: Friday, July 30, 2021 4:24:23 PM

****** This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. ******

Janet E. Dunn
501 S. Villa Dr.
Evansville, IN 47714

RE: IURC Cause No. 45545

Please include this comment on the pending Evansville Municipal Water proposed rate increase.

I am opposed to this rate increase. I live alone and use a minimal amount of water each month, yet my water/sewer bills have already increased greatly in recent months.

Water and sewer employees have had the opportunity to see their wages and benefits increase to offset current costs of living. Most of we senior citizens do not have the opportunity to have careers that would provide increased monthly income. The proposed rate increase (coupled with previous water and sewer cost increases) may force some people to move from their longtime homes because they no longer afford the basic necessities.

Interest rates are at an all-time low. Surely NECESSARY improvements can be financed without such tremendous residential rate increases. Nearly 36% is five years is totally out of reason!

Please deny the requested change of water service rates.

Sincerely,
Janet E. Dunn



Virus-free. www.avast.com

From: [Victoria Runyon](#)
To: [UCC Consumer Info](#)
Subject: IURC Cause No. 45545* or Evansville Municipal Water.
Date: Tuesday, July 20, 2021 6:29:10 PM

****** This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. ******

To whom this may concern,

I am writing this because I kindly ask you to refuse this request of raising customer's water and sewer rates. Our rates are high enough! They just raised our rates recently and enough is enough especially in a pandemic! For folks that only have one person working or are on a fixed income, this is too much. I live in a 2 bedroom 1 bath house with a small basement that was built in 1947 and am being charged well over \$100 a month which is way more than I have ever paid since living here the past 18 years. I mean I understand inflation but right now is not the time to be asking for rate increases especially when our recycling is only collected every 2 weeks. If we have to have a rate increase, I would like to see Trash and Recycling picked up every week, not every 2 weeks since it is included in the bill.

I kindly ask and respectfully request that you turn down their request.

Thank you

Victoria Runyon

From: noreply@formstack.com
To: [UCC Consumer Info](#)
Subject: OUCG_Contact_2361
Date: Monday, August 02, 2021 8:39:57 PM

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**Formstack Submission For: [OUCG_Contact_2361](#) -
COPY**

Submitted at 08/02/21 8:39 PM

Title:

Name: Linda Greer

Email: lindag1111@aol.com

Address: 823 Candlestick Ct,
EVANSVILLE, IN 47725

Telephone
(Best
number to
reach you
between
8:00 am and
4:00 pm,
Eastern
Time,
Monday
through
Friday): (812) 455-7909

**If providing
comments
on a specific
case, please**

**indicate the
cause
number
and/or
name of
utility::**

Latest proposal to raise water rates

**Your
Comments::**

I sent a comment previously, but am adding to it after receiving my most recent water bill. As previously written, I live by myself. I run the dishwasher at most twice a week. My home is just 10 years old and I have no plumbing issues, nor leaks. I don't water my lawn nor am I a gardener. I don't wash my car. I take a shower 3-4 times a week. Short showers, I might add. I do laundry once every 2 weeks; usually 4 loads. My appliances are all new so it's not a matter of excessive water consumption due to age. Received my latest bill today; \$82.18. Bill is paid promptly so it is not a matter of late charges. In addition, as I live outside of the city, I have a company pick up my trash; that runs \$20. a month. I am fortunate that my trash pick up is that low as they have had an increase. However, I have been with the company for a long time and I am a senior citizen so the increase did not affect me; yet. For the Evansville Water & Sewer to want again, another increase. Water, like electricity, is essential. I have several friends who are in similar situations as I am and their bills are astronomical too. Please do not approve this latest rate increase. Thank you.

From: noreply@formstack.com
To: [UCC Consumer Info](#)
Subject: OUCG_Contact_2361
Date: Tuesday, July 20, 2021 9:10:36 PM

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**Formstack Submission For: [OUCG_Contact_2361](#) -
COPY**

Submitted at 07/20/21 9:10 PM

Title:

Name: Linda Greer

Email: lindag1111@aol.com

Address: 823 Candlestick Ct,
EVANSVILLE, IN 47725

Telephone (Best number to reach you between 8:00 am and 4:00 pm, Eastern Time, Monday through Friday):: (812) 868-1981

If providing comments on a specific case, please indicate the cause number and/or name of utility::

Latest proposal to raise water rates

I live outside the city limits, but have city water.
I live alone. I've watched my water bill continue

Your Comments::

to rise to almost \$65.00 a month. And that is without trash pickup. These constant increases are putting a serious dent in my budget. Stop, please.

From: noreply@formstack.com
To: [UCC Consumer Info](#)
Subject: OUCG_Contact_2361
Date: Wednesday, July 21, 2021 3:49:44 AM

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**Formstack Submission For: [OUCG_Contact_2361](#) -
COPY**

Submitted at 07/21/21 3:49 AM

Title:

Name: Darryl Mackey

Email: keenalee2@yahoo.com

Address: 2528 Stringtown Road
Evansville, IN 47711

Telephone
(Best number
to reach you
between 8:00
am and 4:00
pm, Eastern
Time, Monday
through
Friday)::

**If providing
comments on a
specific case,
please indicate
the cause
number and/or
name of**

“TURC Cause No. 45545”

utility::

**Your
Comments::**

The cost of water is already high in Evansville. I am single male on SS. I use less than 1000 gallons a month and pay over \$70 a month. I realize that trash is included but everything is costing me more an more. I cut back on diabetes medicine trying to save a little money and can not afford and increase right now..

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Formstack, 11671 Lantern Road, Suite 300, Fishers, IN 46038

From: noreply@formstack.com
To: [UCC Consumer Info](#)
Subject: OUCG_Contact_2361
Date: Wednesday, July 28, 2021 1:48:51 PM

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**Formstack Submission For: [OUCG_Contact_2361](#) -
COPY**

Submitted at 07/28/21 1:48 PM

Title: Ms.

Name: Tonya Brantley

Email: tonyab1956@yahoo.com

Address: 1809 N St James Blvd
Evansville, IN 47711

**Telephone
(Best
number to
reach you
between
8:00 am and
4:00 pm,
Eastern
Time,
Monday
through
Friday)::** (812) 589-0523

**If providing
comments
on a specific
case, please**

**indicate the
cause
number
and/or
name of
utility::**

IURC Cause No. 45545, Evansville Water and Sewer
Utility-EWSU

**Your
Comments::**

The proposed 36% increase in the water/sewer bills for Evansville, Indiana residents is outrageous. Those of us living on fixed incomes have already had to deal with increases in our bills from EWSU. My one person household saw my EWSU go from \$23 to over \$100 per month. There was no leaks in plumbing or increase water usage. I currently live in a 4 person household. We conserve water as much as possible. The bill runs \$200 per month. An increase of 36% would add \$40 monthly to an already overly expensive bill.

We pay some of the highest utility bills in the country, yet have incomes far below the national average. This requested increase by EWSU will fall on the backs of those least able to pay. There are no programs to assist with EWSU costs.

Please deny the requested increase of 36%. An increase of 10% is more feasible.

Respectfully submitted,

Tonya S. Brantley

From: noreply@formstack.com
To: [UCC Consumer Info](#)
Subject: OUCG_Contact_2361
Date: Wednesday, July 21, 2021 12:32:26 AM

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**Formstack Submission For: [OUCG_Contact_2361](#) -
COPY**

Submitted at 07/21/21 12:32 AM

Title: Ms.

Name: Lisa Powell

Email: Impowell1111@yahoo.com

Address: 2559 Greenwich Sq
Evansville , IN 47714

**Telephone
(Best
number to
reach you
between
8:00 am and
4:00 pm,
Eastern
Time,
Monday
through
Friday)::**

**If providing
comments
on a specific
case, please**

**indicate the
cause
number
and/or
name of
utility::**

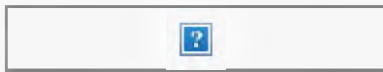
IURC Cause No. 45545

**Your
Comments::**

I am writing in to discourage another rate hike. We literally just had a rate increase over the last 3 years. Most people are already paying close to or over \$100 a month. We're in the middle of a pandemic with hundreds on the brink of becoming homeless. They can't afford another increase. If Evansville keeps raising their utilities to the point that people cannot afford to live here, they will start moving out of this city. Thousands that live here are elderly & on fixed incomes or below or at poverty level. The poverty level is 16% & rising each year. People here need help, not another rate hike. Look at the percentage of residents who are receiving SNAP benefits. Many are just outside of receiving any help but are still living in poverty here. I am asking you to reconsider a rate hike at this time, so families can try to get back on their feet. The last year and 1/2 has too many struggling to even put food on the table, let alone try to find money to pay more on their water bill.

From: noreply@formstack.com
To: [UCC Consumer Info](#)
Subject: OUCG_Contact_2361
Date: Tuesday, July 27, 2021 2:35:17 PM

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Formstack Submission For: [OUCG_Contact_2361](#) - COPY

Submitted at 07/27/21 2:35 PM

Title:

Name: Janice Jameson

Email: janicejameson01@gmail.com

Address: 408 Lewis Ave
Evansville , IN 47714

Telephone
(Best
number to
reach you
between
8:00 am and
4:00 pm,
Eastern
Time,
Monday
through
Friday)::

(812) 760-3274

If providing
comments
on a specific
case, please

**indicate the
cause
number
and/or
name of
utility::**

Evansville Water and Sewer Utility

**Your
Comments::**

I think that it's ridiculous that they are once again wanting money from we the customers. We already have bills close to \$200 per month because of the sewer increase and the mandate that was put upon us. The elderly people (I'm not far behind them) are already having a difficult time paying for their water. Not to mention that we are still in a pandemic! But truth be told, the decision is already made by officials and my opinion or the opinion of others doesn't matter.

From: noreply@formstack.com
To: [UCC Consumer Info](#)
Subject: OUCG_Contact_2361
Date: Monday, July 26, 2021 10:13:05 PM

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**Formstack Submission For: [OUCG_Contact_2361](#) -
COPY**

Submitted at 07/26/21 10:12 PM

Title:

Name: caitlynn paul

Email: xbrowneyedgirl5x@gmail.com

Address: 5525 nittany way
evansville, IN 47720

**Telephone
(Best
number to
reach you
between
8:00 am and
4:00 pm,
Eastern
Time,
Monday
through
Friday)::** (812) 459-2759

**If providing
comments
on a specific
case, please**

**indicate the
cause
number
and/or
name of
utility::**

**Your
Comments::**

i live in mill creek estates and we are already paying our water bills through a third party billing company through, none other than flint, michigan. we are paying twice as much than normal city rates and raising the rates would be an even bigger blow to my bank account with everything costing more and more. please find another way to fund this project. a lot of people are already struggling to stay afloat.

From: noreply@formstack.com
To: [UCC Consumer Info](#)
Subject: OUCG_Contact_2361
Date: Tuesday, July 20, 2021 8:43:15 PM

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Formstack Submission For: [OUCG_Contact_2361](#) - COPY

Submitted at 07/20/21 8:43 PM

Title: Mr.

Name: Steven Vandergriff

Email: svandergriff745@gmail.com

Address: 7015 Northfield Dr
Evansville, IN 47711

Telephone (Best number to reach you between 8:00 am and 4:00 pm, Eastern Time, Monday through Friday):: (812) 454-8116

If providing comments on a specific case, please indicate the cause number and/or name of utility:: Water rate hike

Honestly don't care about the new water treatment facility or other reasons for a rate

Your Comments::

increase. I object to any increase and instead demand a decrease. Water rates have been increasing for a few years. Use the profits from that.

From: noreply@formstack.com
To: [UCC Consumer Info](#)
Subject: OUCG_Contact_2361
Date: Friday, July 23, 2021 6:08:34 AM

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**Formstack Submission For: [OUCG_Contact_2361](#) -
COPY**

Submitted at 07/23/21 6:08 AM

Title: Ms.

Name: Tracy Holder

Email: lilac100@hotmail.com

Address: 4600 Grace Ct
Evansville, IN 47711

**Telephone
(Best
number to
reach you
between
8:00 am and
4:00 pm,
Eastern
Time,
Monday
through
Friday)::** (812) 306-5239

**If providing
comments
on a specific
case, please**

**indicate the
cause
number
and/or
name of
utility::**

IURC Cause No. 45545

**Your
Comments::**

Evansville Municipal Water is looking to raise rates again. I, like many others, are told we have no say in the issue due to living outside the Evansville city limits. Unfortunately for me I am hooked up to Evansville water and already pay a higher rate than people inside city limits. I live 1 block off the city boundary. Since I can't vote for the people deciding my rates I will tell you. I should not be held responsible for repairs and replacing old pipes that are inside the city limits. Those of us outside the city limits have no say in the taxing or rates we are charged so they should not be relying on us to fund anything in the city. Basically I consider it taxation without representation and isn't that the reason this country exists in the first place? I ask you to please consider everyone that this affects since no one else does.

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From: noreply@formstack.com
To: [UCC Consumer Info](#)
Subject: OUCG_Contact_2361
Date: Tuesday, July 20, 2021 8:22:37 PM

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Formstack Submission For: [OUCG_Contact_2361](#) - COPY

Submitted at 07/20/21 8:22 PM

Title:

Name: Janice Oliver

Email: janko527@yahoo.com

Address: 205 N Boehne Camp Rd
Evansville , IN 47712

Telephone
(Best
number to
reach you
between 8:00
am and 4:00 (812) 618-6940
pm, Eastern
Time,
Monday
through
Friday)::

If providing
comments on
a specific
case, please
indicate the

IURC Cause No. 45545

**cause
number
and/or name
of utility::**

**Your
Comments::**

The Evansville Municipal request for approval to increase water rates should be denied. Our water and sewer rates are already exorbitant. Many months our water/sewer rates are higher than our gas/electricity bills. Consumers cannot afford the additional costs proposed. As retired people, we will soon have to move out of the area if these costs continue to increase.

Thank you for your consideration.

Sincerely,
Janice Oliver

From: noreply@formstack.com
To: [UCC Consumer Info](#)
Subject: OUCG_Contact_2361
Date: Wednesday, July 21, 2021 10:52:43 AM

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**Formstack Submission For: [OUCG_Contact_2361](#) -
COPY**

Submitted at 07/21/21 10:52 AM

Title: Mr.

Name: Clarence POSTHAUER

Email: cpaulpostie@aol.com

Address: 916 York Road
Evansville, IN 47715

Telephone (Best number to reach you between 8:00 am and 4:00 pm, Eastern Time, Monday through Friday):: (812) 476-4781

If providing comments on a specific case, please indicate the cause number and/or name of utility:: Evansville Water and Sewer Utility

Your Comments:: Too big of increase on such short time span. If increase could be in smaller increments over a ten year time frame, it would be much less painful for us on fixed incmes.

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Formstack, 11671 Lantern Road, Suite 300, Fishers, IN 46038

From: noreply@formstack.com
To: [UCC Consumer Info](#)
Subject: OUCG_Contact_2361
Date: Tuesday, July 20, 2021 7:18:52 PM

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**Formstack Submission For: [OUCG_Contact_2361](#) -
COPY**

Submitted at 07/20/21 7:18 PM

Title: Mr.

Name: David Hoffman

Email: hoffman828@msn.com

Address: 3500 Aspen Drive
Evansville, IN 47711

Telephone (Best number to reach you between 8:00 am and 4:00 pm, Eastern Time, Monday through Friday):: (812) 449-5036

If providing comments on a specific case, please indicate the cause number and/or name of utility::

I live on a fixed income, I have seen increases in every thing except in my income, I can't afford your ridiculous rate increase on

Your Comments::

Evansville Water and Sewer. Please
reconsider the affect your having on senior
citizens!

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Formstack, 11671 Lantern Road, Suite 300, Fishers, IN 46038

From: noreply@formstack.com
To: [UCC Consumer Info](#)
Subject: OUCG_Contact_2361
Date: Wednesday, July 21, 2021 10:49:34 AM

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**Formstack Submission For: [OUCG_Contact_2361](#) -
COPY**

Submitted at 07/21/21 10:49 AM

Title: Mr.

Name: Ronald Unfried

Email: runfried@ymail.com

Address: 540 Martin Ln
Evansville, IN 47715

**Telephone
(Best
number to
reach you
between 8:00
am and 4:00
pm, Eastern
Time,
Monday
through
Friday)::** (812) 449-5336

**If providing
comments on
a specific
case, please
indicate the**

**cause
number
and/or name
of utility::**

With regard to the rate increase for water usage, allow me to say that the rate increase to compensate for users who state they cannot afford to pay their bill is a form of socialism and highly unsatisfactory. It is not my job to pay for someone else's water. I have enough trouble paying for my own. I'm retired and income is fixed whereas your water rates are not.

**Your
Comments::**

It appears to me the water board has been lazy for a lot of years if they could not see the need for improvement of sewer lines would be necessary thus preparing for it in years gone by. Rates should have been increased slightly over time to prepare for the inevitable fact that pipes will need replaced. Many of us will have to go back to out-houses if rates continue to rise.

From: noreply@formstack.com
To: [UCC Consumer Info](#)
Subject: OUCG_Contact_2361
Date: Tuesday, July 20, 2021 6:53:34 PM

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**Formstack Submission For: [OUCG_Contact_2361](#) -
COPY**

Submitted at 07/20/21 6:53 PM

Title: Mrs.

Name: Nancy Gilbert

Email: nancyj57@hotmail.com

Address: 1504 South Bosse Avenue
Evansville, IN 47712

Telephone (Best number to reach you between 8:00 am and 4:00 pm, Eastern Time, Monday through Friday):: (812) 204-9318

If providing comments on a specific case, please indicate the cause number and/or name of utility::

I understand that Evansville Water and Sewer Utility is in the process of asking for a rate hike.

Your Comments::

Our minimal monthly bill averages \$74. We use rain barrels for watering plants. My husband showers at the gym. I shower every other day. We only use dishwasher once a week. Laundry is only done once a week. There is no reason our bill should be so high. And, by the way, our water pressure is horrible. We do not support a rate hike.

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Formstack, 11671 Lantern Road, Suite 300, Fishers, IN 46038

From: noreply@formstack.com
To: [UCC Consumer Info](#)
Subject: OUCG_Contact_2361
Date: Tuesday, August 03, 2021 12:29:17 PM

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**Formstack Submission For: [OUCG_Contact_2361](#) -
COPY**

Submitted at 08/03/21 12:29 PM

Title:

Name: Chris Loehr

Email: cloehr@att.net

Address: 6500 Kolb Drive
Evansville, IN 47715

Telephone
(Best number
to reach you
between 8:00
am and 4:00
pm, Eastern
Time, Monday
through
Friday): (812) 474-9634

**If providing
comments on a
specific case,
please indicate
the cause
number and/or
name of**

45545--Evansville Water and Sewer Utility water
rate increase

utility::

Your
Comments::

IOUCC representative,
Please deny/ decline the Evansville Water and Sewer Utility the proposed water rate increase. A 36% increase is absolutely un-reasonable. There is federal grant money to help fund the new proposed water treatment plant to replace the existing one. The current rate payers should only be burdened with a small increase of no more than 12-15 percent rate hike over 5 years. EWSU rate payers are burdened by the federal mandate to pay for the sewer upgrade. EWSU rate payers have seen high increases in their water bills over the past 4-5 years. EWSU water rates are some of the highest in the State of Indiana. Water is a necessity, and to continue to raise rates beyond normal parameters is wrong. EWSU also says "rates will increase to cover the customers bills who may need assistance", this logic is flawed and insulting to the rate payers of EWSU. Please carefully review the EWSU request to raise rates and only grant a increase the is fair and equitable to the rate payers and EWSU.

Thank you,
Chris Loehr

From: noreply@formstack.com
To: [UCC Consumer Info](#)
Subject: OUCG_Contact_2361
Date: Wednesday, July 21, 2021 5:41:44 AM

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Formstack Submission For: [OUCG_Contact_2361](#) - COPY

Submitted at 07/21/21 5:41 AM

Title:	Ms.
Name:	Debbie Bilderback
Email:	nanazaqw@gmail.com
Address:	607 west Buena vista road Evansville , IN 47710
Telephone (Best number to reach you between 8:00 am and 4:00 pm, Eastern Time, Monday through Friday)::	(812) 470-9696
If providing comments on a specific case, please indicate the cause number and/or name of utility::	Evansville waterworks
Your Comments::	enough is enough. They just got increases bills are getting so high I live alone my bill went up 20.00 month already Some families are paying anywhere from 120 to 450.00 a month. I'm on disability fixed

income

We are getting charged more and
more for less service
Am I now going to have to choose
no water

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Formstack, 11671 Lantern Road, Suite 300, Fishers, IN 46038

From: [Paul Simpson](#)
To: [UCC Consumer Info](#)
Subject: Rate Hike IURC Cause No. 45545
Date: Thursday, July 29, 2021 11:33:21 AM

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To the governing body,

While I understand the need to upgrade the Evansville water system, it also should not be the whole responsibility of users to foot the bill. The current system is completely outdated and in need of modernizing but what has happened to the monies that have been being paid to the utility for the past one-hundred years? The city should provide the majority of the cost to refurbish a system that they have let get so bad for so long.

I currently pay approximately \$100 per month on water for myself and my wife, if I skimp. The proposed increase would raise that to around \$136 by 2026, five years from now. I am retired and live on a fixed income like so many others. A 36% increase is not happening with my retirement checks, as I'm pretty sure others are not either.

The Water Company needs to curb their own spending for the sake of the community that it services.

Howard P. Simpson
1110 Mary St, Evansville, IN 47710

Rate Hike IURC Cause No. 45545

Sent from [Mail](#) for Windows 10

From: [Cindy Trent](#)
To: [UCC Consumer Info](#)
Subject: Rising rates
Date: Tuesday, July 20, 2021 8:37:15 PM

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Rising rates on this really! People are having trouble making ends meet now and you wanting more money. Cynthia F. Trent

From: [Michelle Collignon](#)
To: [UCC Consumer Info](#)
Subject: Water bill rate hike
Date: Thursday, July 22, 2021 3:41:27 PM

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As an Evansville resident (born and raised here), I am not in favor of a water rate hike. Evansville residents have been taken advantage of for years by the water utility here. The mandate has been in place for many years now. That in itself raised residents water bills tremendously. The more water you use, jacks up the sewer bill. Its just me and my husband at this resident and for our water bill to be as high as it is, that's a disgrace! Your talking about people like us who are on fixed incomes trying to make it the best we can right now. Other states do not have the high water and sewage rates we have. I think this should be looked at very closely and how it's going to affect Evansville as a whole. The whole idea is utterly ridiculous!! Please listen to your residents Mayor W. (of Evansville).

[Sent from Yahoo Mail on Android](#)

From: [Amy Hale](#)
To: [UCC Consumer Info](#)
Subject: Water increase
Date: Wednesday, July 21, 2021 7:59:07 PM

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I just moved here to Evansville from Henderson in December 2020. I could not believe how much my water bill is here. The utility bill for trash, sewer, electric, gas, and water combined was never more than \$180.00 a month. My first water bill here was \$155.00. Unbelievable. And all to pay for the new upgrades. Seems to me there should be alternative funding, and not strictly screw the taxpayers.

Amy K. Hale

[Sent from Yahoo Mail for iPhone](#)

From: [Donna A devout Catholic and a born sinner.](#)
To: [UCC Consumer Info](#)
Subject: Water Increase
Date: Wednesday, July 21, 2021 8:23:34 PM

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My water bill has been larger than my gas and electric bill. I have done everything possible to keep my utilities as low as possible. I've even replaced the inside (guts) of my toilet and water efficiency hot water heater and a new dishwasher. I live by myself and I only do two small loads of laundry a week my efficient dishwasher once maybe twice a week. It wasn't until the heat got so hot that my gas and electric bill became higher than my water bill. I'm on a fixed income and I honestly don't know how I will be able to pay a higher water bill.

From: [cathy.reynolds](#)
To: [UCC Consumer Info](#)
Subject: Water increase
Date: Monday, August 02, 2021 3:07:45 PM

**** This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. ****

Everything is increasing!!!! Everything, except our wages!!!! People like me are struggling to survive. Why increase when people are almost at rock bottom. Water and sewage is already so high. Not to mention electric and trash pick up. Please consider increasing later or think of better options!!!!

Sent from my iPhone

From: noreply@formstack.com
To: [UCC Consumer Info](#)
Subject: Evansville
Date: Thursday, August 12, 2021 6:38:45 PM

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**Formstack Submission For: [OUCC_Contact_2361](#) -
COPY**

Submitted at 08/12/21 6:38 PM

Title: Mr.

Name: SCOTT BEASLEY

Email: GREENJR3@WOWWAY.COM

Address: 13401 SYLVAN CT
EVANSVILLE, IN 47725

**Telephone
(Best
number to
reach you
between
8:00 am and
4:00 pm,
Eastern
Time,
Monday
through
Friday)::** (812) 868-0020

**If providing
comments
on a specific
case, please**

indicate the
cause
number
and/or
name of
utility::

The rate increase is another water department attempt to take in more money for an already bloated department. You have the "sewer mandate" boondoggle which has purchased a new truck for every member of that department and built the Taj Mahal sewage treatment building complete with meeting rooms and a waterfall. Can anyone tell me when the sewer mandate will end and it is removed from my monthly bill? Now the department wants to add another line to the bill and squeeze their customers for more. I think before they are even allowed to think about a rate increase the department need to be thoroughly audited to determine how all this mandate money is being used.

Your
Comments::

As you can see below they have raised my rates every year. These figures are the "Current Water" + "Taxes" from my bill.

From 2016-2021 my cost for 5000 gallons:

2016 - \$27.55

2017 - \$31.62

2018 - \$36.10

2019 - \$43.76

2020 - \$49.30

2021 - \$53.05

The cost of water has almost doubled along with the rising sewer mandate which was \$10.80 in 2016 and \$25.61 on my last bill.

Do not allow an increase. It is time this department made due with what they are already taking in.

From: noreply@formstack.com
To: [UCC Consumer Info](#)
Subject: Evansville
Date: Thursday, August 12, 2021 6:28:52 PM

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**Formstack Submission For: [OUCC_Contact_2361](#) -
COPY**

Submitted at 08/12/21 6:28 PM

Title:

Name: Johna Vaughan

Email: jks3336@yahoo.com

Address: 3140 Arlington ave
EVANSVILLE, IN 47712

**Telephone
(Best
number to
reach you
between 8:00
am and 4:00
pm, Eastern
Time,
Monday
through
Friday)::** (812) 682-1932

**If providing
comments
on a specific
case, please
indicate the**

Evansville water and sewer rate increase

**cause
number
and/or name
of utility::**

I always believed that access to fresh water was a right. We need water to survive and we need water utilities in order to live in our homes.

I am 68 years old and live on Social Security. I have a hard enough time paying my monthly bills and feeding myself without having to deal with this proposed 36% increase. I have been told that I could probably get aid in paying my bill, but I can not get it through SNAP as even on my Social Security I make too much to qualify , but yet my income is below poverty level.

At one time I heard a question posed to the man over the water utility and he stated if they did something to help citizens with their bill, they would have to raise rates.

I dont get this, there should be NO public utility that is run for profit. Now I understand that the city does need funds for improvements and upgrades, but I can guarantee the company that Evansville contracts out to IS making a profit. Where is this going to end.

**Your
Comments::**

Right now I am facing at 68 having to sell my house and either try to get into Section 8 Housing or moving in with a relative.

If you want to get an increase, raise the rate you are charging those that use the most water. As it is now, I do everything I can to conserve water. I only wash clothes twice a month and less if I can get by with it. I do NOT flush everytime I go to the bathroom. I do not feel that I am a whole lot better off than my grandparents that had no running water or indoor plunbing.

It is disgusting that people are treated like this. I feel sorry for the families that have kids as I can not imagine how they can afford to live in Evansville.

I AM REQUESTING THAT THIS INCREASE NOT HAPPEN. THOSE OF US ON THE LOW END OF THE INCOME SCALE ARE THE ONES THAT ARE IMPACTED THE MOST.

Respectfully, Johna Vaughan

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Formstack, 11671 Lantern Road, Suite 300, Fishers, IN 46038

From: noreply@formstack.com
To: [UCC Consumer Info](#)
Subject: Evansville
Date: Thursday, August 12, 2021 5:16:32 PM

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**Formstack Submission For: [OUCC_Contact_2361](#) -
COPY**

Submitted at 08/12/21 5:16 PM

Title: Mr.

Name: Donald Sauls

Email: Dsauls@reagan.com

Address: 1727 N Colony Rd.
Evansville, IN 47715

**Telephone
(Best
number to
reach you
between
8:00 am and
4:00 pm,
Eastern
Time,
Monday
through
Friday)::** (812) 204-7256

**If providing
comments
on a specific
case, please**

**indicate the
cause
number
and/or
name of
utility::**

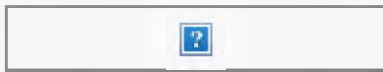
45545 or Evansville Municipal Water

**Your
Comments::**

Hello, my name is Don Sauls. I've been a life long resident of Evansville. Over the past 5-6 years, we have had 2 rate increases ;one in 2017 thru 2020,then another rate increase from 2018 to 2021. These projects are finished yet those increases are still on our bills! WHY? That's 2 rate increases that overlap each other,increase on top of increase. Now you want to increase it again 36% over the next 5 years. We are in an inflation that's just starting. This is not SUSTAINABLE! PLEASE THE CITIZENS OF EVANSVILLE DO NOT NEED ANOTHER RATE INCREASE. Why are we not tapping into the 55 billion set aside for water treatment plants in the new Infrastructure bill? Would someone please ask this question? Thank you

From: noreply@formstack.com
To: [UCC Consumer Info](#)
Subject: Evansville
Date: Thursday, August 12, 2021 9:07:06 PM

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Formstack Submission For: [OUCC_Contact_2361](#) - COPY

Submitted at 08/12/21 9:06 PM

Title:

Name: Pam Sauls

Email: psauls1991@gmail.com

Address: 1727 N. Colony Road
Evansville , IN 47715

**Telephone
(Best
number to
reach you
between
8:00 am and
4:00 pm,
Eastern
Time,
Monday
through
Friday)::**

**If providing
comments
on a specific
case, please**

**indicate the
cause
number
and/or
name of
utility::**

Evansville Water Utility

**Your
Comments::**

I'm pissed off about yet another rate increase. When will it end? Who is standing up for the citizens of Evansville? They are doing a piss poor job. How can we pay for yet another increase which is freaking unbelievable when we now have to BUY INSURANCE ON OUR WATER PIPES EACH MONTH because the city refuses to be responsible. Of course, the damn things are 50 years old and about to fall apart, so the city wants no part of that!!! All these years we have paid and NOT ONCE has ANY TYPE of maintenance been done on them or the sewers. You need to be fiscally responsible with the money we give you. STOP GAUGING OUR POCKETS, we can't do it all!!

From: [Sharon Sloat](#)
To: [UCC Consumer Info](#)
Subject: Proposed Water Rate Increase for Evansville Indiana
Date: Thursday, August 12, 2021 8:07:32 PM

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I am writing in opposition to the proposed rate increase for the new water plant and piping in Evansville, Indiana. As proposed, the new rate will unduly burden people who are on fixed incomes and significantly affect their ability to pay for other necessities such as food and medicine. Rather than the proposed plan, I propose keeping the rate for the first 1000 gallons at current levels or increasing no more than 2% per year. That should keep the water bill closer to expected increases in social security payments. I expect that the per person usage for social security and other fixed income recipients should fall in that category. The cost per 1000 gallons in excess of the first 1000 gallons could be increased to meet the financial needs of upgrade projects. However, I believe that every effort should be made to utilize funding sources other than water consumers and that aggressive cost reduction programs should be employed by the utility. At least a portion of the additional costs should be born by cost reduction programs.

Thank you for the opportunity to comment on this proposed rate increase.

Sharon Sloat
728 E. iowa St.
Evansville, IN

From: [Jill Penrose](#)
To: [UCC Consumer Info](#)
Subject: Rate hikes
Date: Tuesday, August 10, 2021 11:54:27 PM

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No more rate hikes!

So many people can barely afford to pay their electric bill and buy food right now Please have some compassion on the average Joe

Thank you

LEASE

This lease ("Lease") is made and entered into effective as of the 15th day of May, 2018 (the "Effective Date") by and between **PROFESSIONALS' PLAZA, LLC**, an Indiana limited liability company (the "Landlord"), and **THE CITY OF EVANSVILLE, INDIANA, BY AND THROUGH ITS WATER AND SEWER UTILITY DEPARTMENT** (the "Tenant").

WITNESSETH:

WHEREAS, Landlord desires to let and Tenant desires to lease the hereinafter set forth property.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants, representations, and conditions hereinafter set forth, Landlord and Tenant agree as follows:

1. Leasehold Premises. Landlord hereby leases to Tenant office space located at 1 S.E. 9th Street, Evansville (Vanderburgh County), Indiana 47708, consisting of the entire second floor containing approximately 12,000 square feet, including the first floor access area, all the hallways, restrooms, both stairwells and elevator ("common areas") on the second floor and office space containing 9,418 square feet (the "Leasehold Premises" or "Premises"). Landlord owns the property (the "Property") and building ("Building") at 1 S.E. 9th Street and there are presently other commercial tenants at the Property. Tenant understands and acknowledges the identity, location, condition, and the extent of the space constituting the Leasehold Premises, and accepts the same in its condition "as is", except as outlined in Paragraphs 27-28 herein.

2. Lease Term. This Lease shall be for a term of ten (10) years, commencing on the date the Tenant opens for business to the public on the Property, or eight (8) months after the Effective Date, whichever occurs first, and terminating ten (10) years thereafter unless renewed or sooner terminated pursuant to the terms and conditions of this Lease.

3. Renewal Options. Provided Tenant is not then in default of the Lease, Tenant shall have two (2) renewal options to extend the term of this Lease by an additional five (5) years for each renewal following the end of the then current term of the Lease. The rent for the renewal option terms shall be the rent set forth below at the end of the initial term increased by three (3%) percent for each renewal option. Tenant may, at Tenant's election, exercise each of these options by giving Landlord at least ninety (90) days' prior written notice before the expiration of the then current term; provided however, that if Tenant fails to timely exercise a renewal option, Tenant's right to so exercise such option shall not terminate until the date that is ten (10) business days after Tenant's receipt of Landlord's written notice of such failure to exercise the applicable option (and Tenant fails to exercise the applicable option by the end of such ten (10) business day period).

4. Rent. Tenant shall pay rent for the Leasehold Premises consisting of approximately 9,418 square feet and shall not pay rent for the remaining square footage on the second floor which consists of the common areas (hallways, stairwells, restrooms and elevators).

Tenant shall pay to Landlord rent for the first four (4) years of the initial term of \$113,016.00 per annum (\$9,418.00 per month) at the rate of \$12.00 per square foot per annum. Tenant shall pay to the Landlord rent for the second four (4) years of the initial term of \$122,434.00 (\$10,203.00 per month) at a rate of \$13.00 per square foot per annum. Tenant shall pay to the Landlord rent for the last two (2) years of the initial term thereof of \$131,852.00 (\$10,988.00 per month) at a rate of \$14.00 per square foot per annum. All installments of rent shall be due and payable on the first day of each month in advance. The first monthly installment of rent shall be due and payable on date Tenant opens for business to the public in the Building, or eight (8) months after execution of this Lease, whichever occurs first (the "Rent

Commencement Date”), at the office of the Landlord, as set forth below. There will be no forms of additional rent, pass-thru operating costs or rent escalation.

If the Rent Commencement Date is a day other than the first day of a month, then the first month’s rent and the last month’s rent shall be prorated.

Pursuant to I.C. 36-1-10-5, all rental payments to be paid by Tenant to Landlord hereunder shall be subject to annual appropriation by the Evansville Water and Sewer Utility Board.

5. Security Deposit. Not applicable; none.

6. Late Charge. If Landlord does not receive any monthly installment of rent when due, Landlord shall notify Tenant in writing of such default and Tenant shall have fifteen (15) days following written notice from Landlord to cure any monetary default. If said monthly installment is not paid by Tenant within fifteen (15) days following written notice by the Landlord of a payment default, Tenant agrees to pay an additional rent amount equal to five percent (5%) of such late monthly installment of rent.

7. Utilities. Landlord will pay for all water, sewer, trash removal, electric, gas, oil (if any), propane (if any), and any other utilities to the Building and Leasehold Premises. Tenant agrees to pay for the cleaning of the Leasehold Premises and will contract on its own for same; provided that Tenant will be responsible to arrange for and pay for its own internet, cable television, and telephone charges that relate to the Leasehold Premises.

8. Waste Disposal and Environmental. Tenant agrees to abide by all laws, rules, and regulations established by any governmental body, entity, or political subdivision with regard to the nature and type of waste that is suitable for disposal at the Leasehold Premises. Tenant agrees that it will comply with all environmental laws with respect to its use of the Leasehold Premises, and that it will not dispose of any waste or hazardous materials, nor manage or release

any such materials that would result in a violation of any law, rule, or regulation. Tenant agrees that it will be solely responsible for all and any fines, penalties, assessments, costs of cleaning up and remediating the Leasehold Premises and all other affected property for any violations by Tenant hereof. Landlord represents and warrants that the Leasehold Premises and the Building contain no hazardous materials or waste as of the date hereof, and will not contain any such hazardous materials or waste on the date Tenant takes possession and that the Leasehold Premises and the Building have not been used for the storage or disposal of any hazardous materials. If, at any time during the term of this Lease, hazardous materials are found in or on the Leasehold Premises and/or the Building, then, with regard to the presence or release of any hazardous materials that Tenant shall not have caused: (i) Landlord, at its sole cost and expense, shall remove or remediate such hazardous materials to the extent required by environmental laws, and in compliance with environmental laws, and at Landlord's sole cost; and (ii) Landlord shall defend, indemnify, and hold Tenant harmless from and against any and all costs, damages, expenses, and/or liabilities (including reasonable attorneys' fees) which Tenant may suffer as a result of any claim, suit, or action regarding any such hazardous materials (whether alleged or real), and/or regarding the removal and remediation of the same. For purposes of the Lease, the following terms shall be defined as follows:

a. The term "environmental laws" shall mean and include all current and future federal, state, and local statutes, ordinances, regulations and rules relating to environmental quality, health, safety, contamination and clean-up.

b. The term "hazardous materials" shall mean any hazardous substance, pollutant, contaminant, or waste regulated under CERCLA; asbestos and asbestos-containing materials; oil and petroleum products and natural gas, natural gas liquids, liquefied natural gas, and synthetic gas usable for fuel or pesticides regulated under FIFRA; PCBs and other substances regulated

under TSCA; chemicals subject to OSHA Hazard Communication Standard, 29 C.F.R. Section 1910.1200; and industrial process and pollution control wastes whether or not hazardous within the meaning of RCRA.

9. Insurance: Personal Property. It shall be the sole responsibility of Tenant to protect and, if Tenant so desires, to insure the personal property located in the Leasehold Premises belonging to Tenant. Landlord will not be responsible to obtain or keep in force any insurance protecting Tenant's personal property and any personal property owned by any representative, agent, employee, occupant, guest or invitee of Tenant against theft, fire, or any other perils.

10. Alterations: Surrender of Property. Tenant's buildout, work and alterations as described in Paragraphs 27-28 herein, shall be subject to Landlord's written consent, which shall not be unreasonably withheld, conditioned or delayed. In addition, at any time following the Rent Commencement Date, Tenant may make any non-structural alterations, improvements and additions in, on, or about the Leasehold Premises that are not likely to affect the electrical, plumbing or mechanical systems without Landlord's consent. Landlord covenants not to make or permit to be made any changes, additions, or alterations to the common areas, without first obtaining Tenant's written consent, which consent shall not be unreasonably withheld, conditioned or delayed. All buildouts, work and alterations, whether made by Tenant or Landlord shall become the sole exclusive property of Landlord. All keys to the Leasehold Premises shall be surrendered at the termination of this Lease. Tenant will, prior to or upon the surrender of possession, have all personal property removed from the Leasehold Premises and broom cleaned, reasonable wear and tear and damage caused by casualty excepted, and with the further exception of all repairs and maintenance for which Landlord is responsible under this Lease. In the event of Tenant's failure to surrender the Leasehold Premises as stated above, Tenant agrees

and will pay the Landlord for the cost of having the personal property removed from the Leasehold Premises and so cleaned.

11. Uses of Leasehold Premises; Rules & Regulations; Security & Use/Tenant Exclusivity.

a. Tenant will not use the Leasehold Premises or allow the Leasehold Premises to be used for any purpose other than an administrative office for its engineers and administrators, and the same shall not be used for any purpose or in any manner which constitutes a violation of any federal, state, or city law or regulation. Tenant may have access to the Premises and Property 24/7/365. Landlord represents and warrants now and at the Rent Commencement Date that (i) the Building is fully ADA compliant, and the Building and Property will be maintained by Landlord according to the building, fire/life-safety and sanitary laws, codes and regulations recognized by the City of Evansville, (ii) the roof on the Building is structurally sound and both wind- and water-tight, (iii) the Leasehold Premises are vacant (with all previous tenant's or occupant's furniture, fixtures & equipment removed) and in broom clean condition, (iv) permanent power and water services shall be available to serve the Leasehold Premises, (v) the parking and driveway areas shall be hard surfaced with concrete and asphalt and designed/installed to accommodate usual and customary vehicular traffic per industry standards and applicable laws, which parking and driveway areas shall be free from cracks, depressions or standing water and shall be clearly striped as required by applicable law, (vi) the Leasehold Premises and the Building are in compliance with all restrictive covenants, regulations, deed restrictions and any other matters affecting title to the Leasehold Premises, and (vii) the Leasehold Premises and the Building shall be in compliance with all applicable governmental requirements, whether pursuant to statute, law, ordinance, regulation, order or the like promulgated by any applicable governmental authority.

b. Tenant will comply with the rules and regulations set forth herein and shall use commercially reasonable effort to cause its representatives, agents, employees, and occupants to comply with said rules and regulations.

12. Insurance. Tenant shall carry and keep in full force and effect at all times during the Term of this Lease and any extensions thereof, through a reasonably responsible and licensed insurer in the state of Indiana, a general liability policy of insurance, with limits of at least \$100,000 for property damage and \$2,000,000 for injuries to or death of persons suffered or claimed to have been suffered by persons or to property in the Leasehold Premises (but Tenant shall have the right to self-insure up to \$500,000 of such policy requirement, except that Tenant shall, in accordance with standard self-insurance practices in the industry, maintain reasonably sufficient reserves to cover any losses that would have been covered by the insurance required to be carried by Tenant pursuant to the terms of this Lease, but not for such self-insured retention, other than as respects a deductible of \$10,000). Tenant shall deliver to Landlord a copy of the insurance policy or a certificate showing the same to be in full force and effect. Landlord shall be named as an additional insured in the policy, except to the extent any loss, claim, liability or damage results from the negligence or misconduct of Landlord.

Landlord shall, at all times throughout the Lease term, through a responsible insurance company or companies licensed in Indiana, carry an all risk real property insurance policy on the Building in the full replacement cost thereof, and a commercial general liability policy in the amount of \$2,000,000 covering claims that may arise on the Property for which Tenant is not responsible hereunder.

To the extent not prohibited by or violative of any policy of fire or extended coverage, or all risk insurance issued to Landlord or to Tenant, Landlord and Tenant hereby waive the right to maintain a direct action against the other for damages arising out of such other's negligence or

otherwise tortious acts or omissions, but only to the extent that the cost of repairing such damage is covered by insurance or would have been covered by insurance proceeds payable under any policy required to be maintained under this Lease, but not so maintained, with only a commercially reasonable deductible payable in the event of loss (which the negligent non-insured party shall be responsible for reimbursing to the other, if applicable). Each property policy of insurance shall, if obtainable from the insurer without additional expense, either (i) contain a waiver of subrogation by the insurer against Tenant and Landlord consistent with this paragraph, or (ii) include the name of the Landlord and Tenant, as the case may be, as an additional insured, but not as a party to whom any loss shall be made payable. If the inclusion of either said provisions would involve an additional expense, either party, at its expense, may require such provisions to be inserted in the other's policy. In the event a party is unable to obtain such a waiver, it shall immediately notify the other of this inability. In the absence of such notification, each party shall be deemed to have obtained such waiver of subrogation.

13. Common Areas: Parking, Maintenance & Snow/Ice Removal. Tenant, its agents, employees, invitees, and contractors will be allowed to share the use of common areas of the Property, such as the first floor entry, hallways, stairways, bathrooms, lobby, sidewalks, landscaped areas, and parking and driveway areas. Tenant shall not obstruct, block, or materially interfere in any way whatsoever with the rights of other tenants of the Building and Property to use such common areas. Tenant will have the use of six (6) stenciled and reserved parking spaces in the Building parking lot for Tenant's employees as shown on Exhibit A, attached hereto. Landlord will keep twelve (12) "Visitor" stenciled parking spaces in the Property parking lot for use by Tenant's agents, employees, invitees, and contractors in common with other tenants in the Building. Landlord will be responsible for the installation operation, repair, maintenance and replacement of the HVAC system, plumbing to the Premises and electrical

systems serving the Premises, the elevators, all exterior and common areas of the Property and Building, and the expense of same is included in the rent and Tenant shall have no liability therefore. Landlord or its agent will perform all exterior and common area and Building and Property maintenance to ensure that the Property and Building remains in good condition at all times. Snow and ice removal will be promptly provided by Landlord from all hardscaped areas. Landlord will be responsible for all cleaning of the Building and common area with the exception of Tenant's Leasehold Premises consisting of 9,418 square feet.

14. Destruction of Leasehold Premises. If the Leasehold Premises or Building are demolished or damaged by fire or otherwise, then Landlord shall, at Landlord's sole cost and expense, repair such damage and restore the Leasehold Premises to the condition existing immediately prior to such damage as soon as reasonably possible but not to exceed 30 days from the date of such damage or destruction. If, however, as a result of said damage or destruction the Leasehold Premises are rendered untenable for a period of more than 60 days, this Lease shall terminate as of the date of the destruction or damage, at the option of either Tenant or Landlord; provided, however, should commencement of the reconstruction of the Leasehold Premises be started by Landlord within 30 days from such occurrence, be diligently pursued to completion which shall not exceed 90 days following the date of the casualty, and this Lease not have been so terminated, this Lease shall continue. In the event of any said damage or destruction, rent shall abate in proportion to the degree to which Tenant's use of the Leasehold Premises (or the common areas) is impaired for such time as may elapse during the making of the repairs. Notwithstanding the foregoing, the parties agree that should any damage referenced in this paragraph occur in the last six (6) months of the Term, and Tenant has not exercised its option to extend the term of this Lease, Tenant or Landlord shall have the option to terminate the Lease effective as of the date of the damage regardless of how long the Leasehold Premises would be

untenantable. Should this Lease be terminated as aforesaid, rent shall abate from the date of the casualty through the termination date.

15. Default.

a. Upon the breach of any covenant of this Lease by Tenant and the same is not cured within thirty (30) days after Tenant's receipt of written notice of same, or the abandonment (but not mere vacating) of the Leasehold Premises by Tenant, or Tenant's being adjudicated bankrupt, or the appointment of a Receiver or Trustee of Tenant's property, Landlord shall have the right to either (i) terminate this Lease, whereupon Landlord shall have the right to enter the Leasehold Premises without being liable to any prosecution therefore and to have a claim for rent, and also to re-rent the Leasehold Premises as agent for Tenant for any unexpired balance of the Term and receive the rent therefore; provided that Landlord shall be obligated to take reasonable steps to mitigate its damages and Tenant shall be entitled to a set-off in the amount of any rental received by Landlord for subsequent lease of the Leasehold Premises during the Term, less the reasonable expenses as Landlord may reasonably incur in connection with reletting of the Leasehold Premises, or (ii) have this Lease continue in effect for so long as Landlord does not terminate this Lease and Tenant's right to possession of the Leasehold Premises, with Landlord retaining the right to enforce all of Landlord's rights and remedies under this Lease as they become due. All items of indebtedness or damage, which may become owing to Landlord by Tenant under this Lease, shall be considered as items of rent, and Landlord shall have the same liens and the same remedies for the collection thereof as are provided in the Lease and by law for the collection of rent. Tenant agrees to pay all reasonable costs and expenses incurred in collection of the same and/or obtaining possession of the Leasehold Premises by unlawful detainer or otherwise, including reasonable attorney's and broker's fees and expense. The failure of either Landlord or Tenant to insist on the strict observance by the other of any covenant contained in this Lease shall in no way be construed as a waiver of a future breach of the same or other covenants. Notwithstanding the foregoing, before Landlord can invoke any remedy available to it, Tenant shall have fifteen (15) days following written notice from Landlord to cure any monetary default and thirty (30) days to cure any non-monetary default, or any longer time as may be necessary provided Tenant begins to remedy the default within the initial 30 days and then diligently pursues completion.

b. Upon the breach of any covenant of this Lease by Landlord and the same is not cured within thirty (30) days after Landlord's receipt of written notice of same, Tenant may, in addition to any other remedies it may have at law or equity, cure the default at Landlord's cost and bill Landlord for Tenant's expenditures to cure the default. In such instance, Landlord shall reimburse to Tenant the cost of Tenant's expenditures within thirty (30) days of receipt of the bill, and, if Landlord fails to pay the bill on or prior to the end of such thirty (30) day period, Tenant shall have the right to deduct the unpaid portion of the bill from the next installments of rent coming due until Tenant is reimbursed in full. Notwithstanding anything to the contrary contained herein, Tenant shall have the right to terminate this Lease in the event of any of the following: (a) the cost to Tenant to cure a default by Landlord will likely exceed \$5,000; or (b) there is not enough time remaining in the then-current Term during which Tenant can recover the expenses (by offsetting against rent becoming due and payable under this Lease pursuant to the previous sentence) incurred by Tenant in curing the default; or (c) the default is not reasonably susceptible to cure with the expenditure of money and the default causes (directly or indirectly) an adverse effect on Tenant's business operation at the Leasehold Premises.

16. Right of Inspection. Landlord shall have the right to enter the Leasehold Premises at any reasonable time during normal business hours upon prior written or verbal notice of at least 48 hours in order to examine the same, or to make repairs or alterations, as Landlord shall desire for the safety or preservation of the Building or Property, or to exhibit the Leasehold Premises to prospective purchasers. Landlord will use best efforts to make an appointment with Tenant for such inspections except for emergency access. Landlord shall have the right to enter the Leasehold Premises, whether or not Tenant or any of its representatives, agents, employees, occupants, guests or invitees of Tenant are present, without liability for any prosecution, claim, or cause of action for damages, during typical business hours, upon prior written or verbal notice of at least 48 hours, for the purpose of exhibiting the Leasehold Premises to any prospective new tenant during the last three months of the Lease term and to put up a "For Rent" notice. Upon the expiration or earlier termination of this Lease upon its terms and conditions, Tenant shall deliver to and leave with the Landlord the keys to the Leasehold Premises.

17. Condemnation. If the Leasehold Premises or the Building or Property is condemned by public authority by the exercise of eminent domain or otherwise, thereupon vesting title in such public authority, this Lease shall thereupon immediately terminate, and Landlord shall not be liable for any inconvenience or damage to Tenant. Tenant shall be entitled to its share of any severance damages or awards from the condemning authority and to all compensation from the condemning authority for the value of Tenant's leasehold estate, the unamortized value of Tenant's leasehold improvements, relocation expenses, business interruption or taking of personal property. Nothing herein shall preclude Tenant from seeking a separate award from the condemning authority for the value of Tenant's leasehold estate, the unamortized value of Tenant's leasehold improvements, relocation expenses, business interruption or taking of personal property.

18. Holding Over. At the end of the term of this Lease, in the event of Tenant's holding over without the written consent of Landlord, this Lease shall continue on a "month to month" basis with monthly rent due equal to one hundred and ten (110%) percent of the monthly rent then payable the month of Lease expiration, and payable in advance. Such rent shall be payable upon the same terms and conditions contained above, until terminated by Landlord or Tenant giving to the other thirty (30) days' notice in writing.

19. General Rules and Regulations of Use.

a. No signs, advertisements, or notices shall be painted or affixed upon any part of the Building, outside or inside, nor shall any article be suspended outside the Leasehold Premises or Building, unless the written consent of Landlord is first obtained; however, Landlord will allow Tenant to place a sign identifying the Tenant and its business and utilizing its logo on each of two directional signs on the Property, one to be located on Locust Street and the other on 9th Street. Additionally, Tenant will be permitted appropriate signage along with other tenants

outside of the North and East entrances of the Building. Any such sign shall comply with all applicable government ordinances. Tenant will, at its sole cost and expense, be responsible for the removal of any such sign upon the expiration or termination of this Lease.

b. No noisy or disorderly conduct shall be permitted in the Leasehold Premises.

c. No electric wiring, outlet switch or fixtures, or steam pipe or radiator, or water or gas fixture shall be moved or tampered with in any manner whatsoever without prior written consent of Landlord.

d. All window, door, and plate glass, door and window locks, and door, door frames and mechanisms in and about the Leasehold Premises shall be kept intact and undamaged, and whenever any breakage shall occur that was caused by Tenant, the same shall be promptly replaced or repaired by Tenant at the sole cost and expense of Tenant but under the direction and to the reasonable satisfaction of Landlord.

e. The installation of any non-typical office equipment or electrical appliance, the use of which would overload the present electrical system, is prohibited.

f. The installation of any exterior television antennae, radio antennae, or satellite dish receiver and/or transmitter by Tenant is prohibited, unless written permission is first obtained from Landlord.

g. Tenant shall maintain the interior of the Leasehold Premises in a clean and orderly fashion.

Landlord reserves the right from time to time to reasonably amend or supplement the foregoing rules and regulations and to adopt and promulgate additional rules and regulations applicable to the Premises, consistent with the Tenant's use of the Premises, so long as such amendments and additional rules and regulations are not inconsistent with the terms and provisions of this Lease and do not increase Tenant's obligations under this Lease and/or decrease Tenant's rights under this

Lease. Written notice of such rules and regulations and amendments and supplements thereto, if any, shall be given to the Tenant promptly.

20. Representations of Tenant. Tenant represents and warrants to Landlord that Tenant is duly authorized to transact business in the state of Indiana and that the execution and delivery of this Lease and consummation of the transaction contemplated by this Lease constitutes a valid and legally binding obligation of Tenant enforceable according to its terms.

21. Applicable Law. This Lease shall be construed in accordance with the laws of the state of Indiana.

22. Notice. Any notice permitted or required by this Lease by Landlord to Tenant shall be made by mailing such notice by prepaid U.S.P.S. certified mail, sent return receipt requested, or by receipted overnight delivery service such as UPS or FedEx, and addressed to Tenant at 1 Northwest Martin Luther King Junior Boulevard, Evansville, Indiana, 47708. If such notice be given by Tenant to Landlord, such notice shall be similarly sent to Landlord c/o Danks & Danks, Attorneys at Law, 1 S.E. 9th Street, Suite 101, Evansville, Indiana 47708. Notices to Tenant shall also include a copy sent to the Leasehold Premises marked to the attention of the Office Manager. Notices shall be effective upon receipt or first attempted delivery, whichever occurs first.

23. Sublease & Assignment. Tenant will not, without the prior written consent of Landlord, sublease or assign the Leasehold Premises in whole or in part. Landlord's consent shall not be unreasonably withheld or delayed. Any assignment or sublease shall continue to obligate Tenant to perform all of its obligations under this Lease, unless Landlord gives a written release to Tenant. Notwithstanding the foregoing, Tenant may assign this Lease or sublet the Leasehold Premises or any portion thereof, without Landlord's consent, to any entity which controls, is controlled by, or is under common control with Tenant, or to any entity resulting

from the merger or consolidation with Tenant, or to any entity which acquires all or substantially all of the assets of Tenant as a going concern of the business that is being conducted at the Leasehold Premises by Tenant, provided that Tenant gives written notice of the same to Landlord and such assignee or subtenant assumes, in full, the obligations of Tenant under this Lease.

24. Successors in Interest. All rights and liabilities set forth in this Lease or otherwise imposed upon any party shall extend to the heirs, executors, administrators, successors, and assigns of such party, but any assignment by Tenant shall be subject to the assignment provisions hereof.

25. Construction. Feminine or neuter pronouns are to be substituted for those of the masculine form, and the plural is to be substituted for the singular number, in any place or places herein which the context may require such substitution.

26. Final Agreement. This Lease represents the final understanding between Landlord and Tenant. No representations shall be binding upon either party unless stated in this Lease and no agent of either party has authority to change or modify any of the terms hereof except by writing endorsed on or attached to this Lease.

27. Tenant Improvements. Tenant will, at its sole cost, completely construct and improve the Leasehold Premises pursuant to plans and specifications to be approved by Landlord in advance of the work being commenced, and consisting of approximately 9,418 square feet, including but not limited to plumbing, electrical, lifesaving devices, lighting, walls, flooring, wallpaper, painting, ceilings, hardware, and finishes, all located in the interior of the Premises, and ensure adequate insulation above ceilings as well as insulation of the exterior walls using 2" studs and Styrofoam insulation. Tenant shall not be required to install the HVAC system which will be installed by Landlord at its sole cost and expense. If Landlord does not approve Tenant's plans and specifications, Tenant shall have the right to terminate this Lease. Prior to the Rent Commencement Date, Tenant may, at its own risk, enter upon the Premises at such times as it deems appropriate to make improvements thereon and to install all equipment and trade fixtures

which it deems necessary to the proper conduct of its business, and to make certain alterations to the Premises, provided Tenant must first obtain Landlord's prior written consent to all plans and specifications, which may be exercised or withheld in Landlord's reasonable discretion. Further, Tenant shall not open for business to the public until Tenant first provides Landlord with a certificate of occupancy or certificate of completion, if one is required by any governmental agency having jurisdiction over the Premises, and Landlord agrees to cooperate with Tenant and any governmental agency as necessary to enable Tenant to obtain said certificate. Prior to Tenant's entry upon the Premises for the purposes set forth in this paragraph, Tenant shall procure and maintain the insurance required by Paragraphs 9 and 12. All installations, alterations, fixtures and equipment shall be installed by licensed and insured contractors only. Tenant shall ensure that all contractors performing work on the Premises provide Landlord with a Certificate of Insurance including evidence of Worker's Compensation coverage and listing Landlord as an additional insured. Tenant shall be responsible for obtaining any and all necessary permits and approvals and shall comply with all applicable laws and regulations, and Landlord agrees to cooperate with Tenant and any governmental agency as necessary to enable Tenant to obtain all necessary permits and approvals. Tenant shall indemnify, defend and hold harmless Landlord, its agents and employees, against any liability, claim of liability and expense incurred as a result of the liability or claim of liability (including reasonable attorney's fees) whether for death, injury to persons or damage to property occurring on or arising out of Tenant's use of the Premises as provided in this paragraph. Notwithstanding any contained herein, if Tenant is unable for any reason to obtain the permits, approvals and certificates required to enable it to open for business to the public within 180 days after Tenant's application therefor, then Tenant may thereafter terminate this Lease by written notice to the other party delivered at any time prior to Tenant obtaining all necessary permits, approvals and certificates.

28. Landlord Improvements. Prior to the Rent Commencement Date, and through the Term, Landlord agrees to install an HVAC system in the Leasehold Premises and common areas similar to the HVAC system installed on the first floor of the Building (which HVAC system must be reasonably acceptable to Tenant) and complete all required work and improvements to the common areas of the second floor of the Building including, but not limited to, the hallways (flooring, paint, wallpaper, ceilings, lighting, hardware and finishes), stairways, and the set of

common area bathrooms (plumbing fixtures, stall dividers, flooring, tile work, lighting, counters, soap and paper dispensers, etc.), electrical, plumbing and lifesaving devices all as described on Exhibit B. Landlord shall also ensure that the Building elevator, and plumbing and electrical systems (excluding the Leasehold Premises), are in proper working order as of the Rent Commencement Date and that the Landlord's improvements are completed within one hundred twenty (120) days of the Effective Date. Landlord will acquire any needed certificates of occupancy, elevator inspections, or any other approvals mandated by the municipal Health Department or Building Department or as locally required and shall ensure that electricity is available to the Leased Premises as of the Effective Date.

29. Waiver of Jury Trial. The parties hereto waive the right to trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use and occupancy of the Leasehold Premises, and/or any claim of injury or damage except personal injury, including death.

30. Attorney's Fees. The parties agree that in any litigious action or proceeding brought by either of them against the other, the prevailing party shall be entitled to recover its court costs and reasonable legal fees in any such action. If, without fault, either Landlord or Tenant is made a party to any litigation instituted by or against the other by any third party, the other will indemnify the faultless one against any loss, liability and expense, including reasonable attorney fees and court costs incurred. Further, if either party reasonably believes it necessary to engage an attorney due to the breach or default of the other party, even if a litigious action or proceeding does not thereafter ensue, the party in breach or default shall promptly reimburse the other such attorney's fees and expenses.

31. Quiet Enjoyment. If Tenant is not in default (after notice and the expiration of the cure period), Tenant shall have the right to peaceably and quietly occupy and enjoy the full possession and use of the Leasehold Premises and the use of the common areas as herein provided. If at any time there is a violation of this Paragraph 31 and if for that reason Tenant shall be materially deprived of or impaired in the use and enjoyment of the Leasehold Premises and/or common areas as herein provided, rent to be paid by Tenant shall be equitably abated during any such period. If such period continues for more than 30 days after notice from Tenant, Tenant may at its option terminate this Lease by notice to Landlord while reserving all rights which Tenant may have for Landlord's default under this Lease.

IN WITNESS WHEREOF, the below duly authorized officers/agents of the parties have signed this document as a true and accurate representation of the terms and conditions of this lease agreement.

LANDLORD:

PROFESSIONALS' PLAZA, LLC

By:



Scott Danks, Authorized Representative

TENANT:

CITY OF EVANSVILLE, INDIANA, BY AND
THROUGH ITS WATER AND SEWER
UTILITY BOARD

By:



Board President, Evansville Water and Sewer

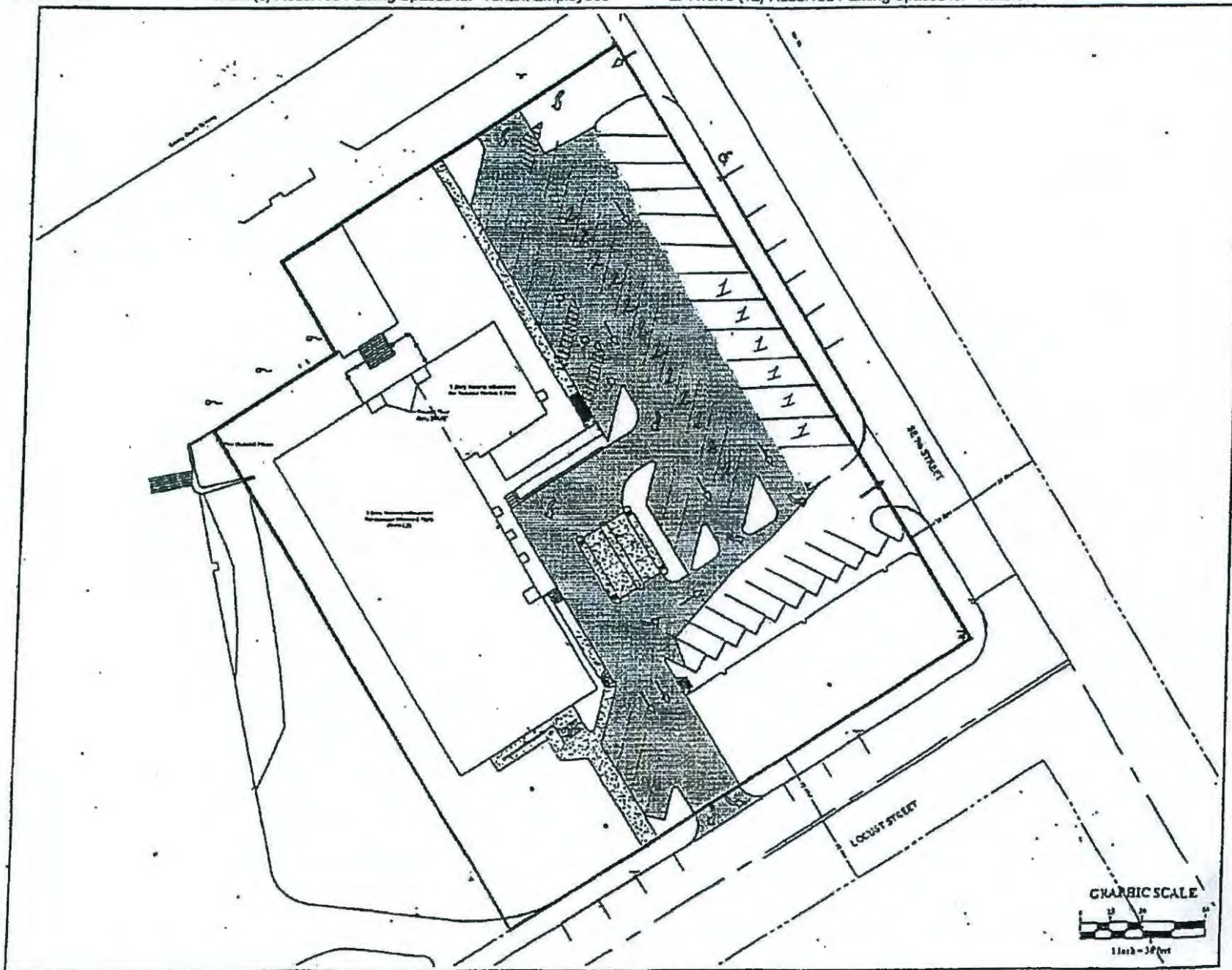
EXHIBIT A

SITE PLAN SHOWING PARKING LOT AND RESERVED SPACES

EXHIBIT A

1. Six (6) Reserved Parking Spaces for "Tenant Employees"

2. Twelve (12) Reserved Parking Spaces for "Visitors"



INDEX Map
Scale 1" = 30'

EXHIBIT B

PLANS AND SPECIFICATIONS FOR LANDLORD'S WORK

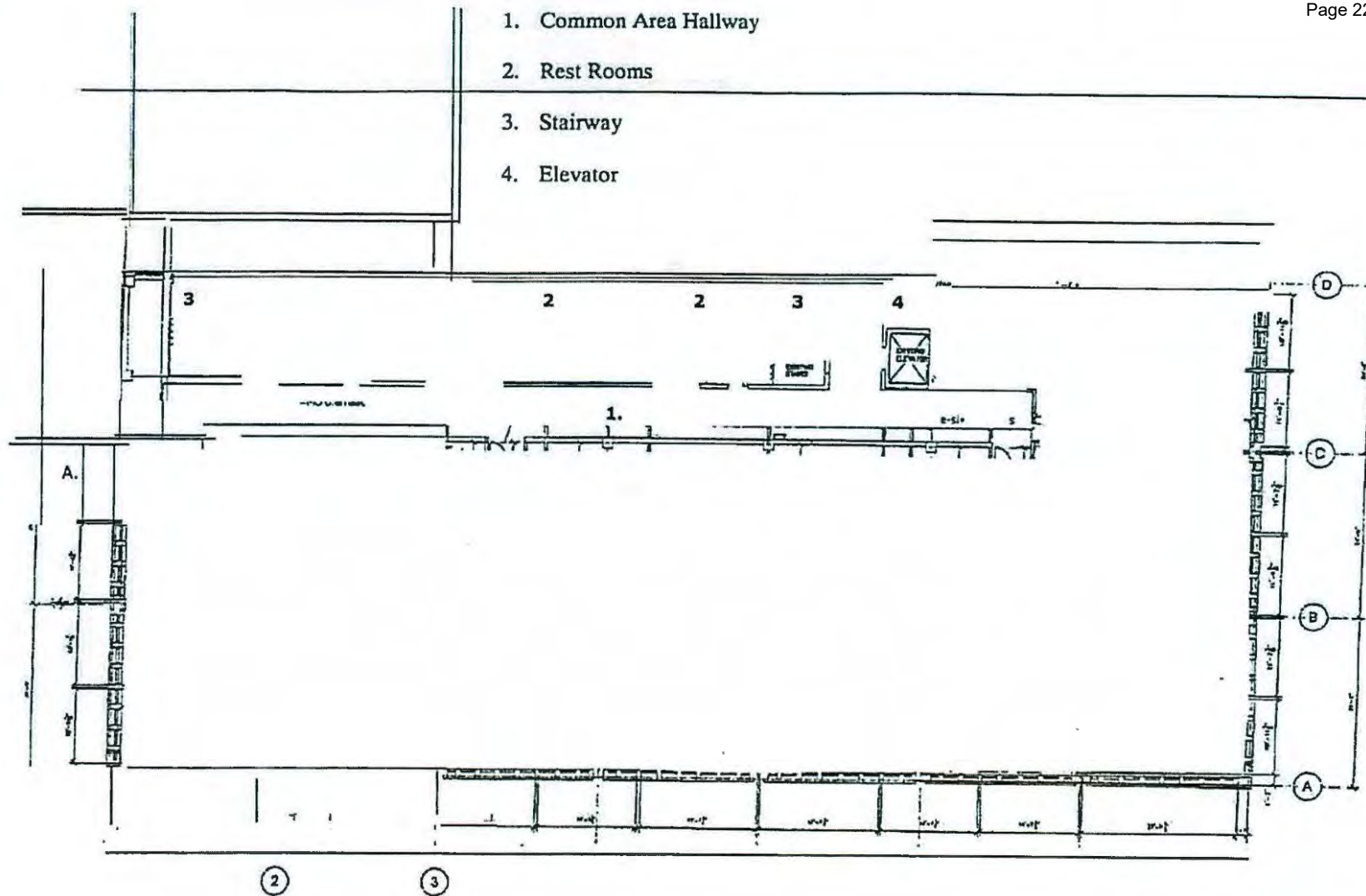
Pursuant to I.C. 36-1-10-10, Professional's Plaza, LLC hereby submits its plans, specifications and estimates of costs of Lessor's improvements and remodel of structure.

Landlord, at Landlord's sole expense, shall complete all required work and improvements to the common areas of the second floor of the building, including, but not limited to, the hallways (flooring, paint, wallpaper, ceilings, lighting, hardware and finishes), stairways (2), and the set of common area restrooms (plumbing fixtures, stall dividers, flooring, tilework, lighting, counters, soap and paper dispensers, etc...), HVAC, for the common areas (hallway, restrooms and stairways), HVAC for the Leasehold Premises and common areas (similar to the HVAC system serving the first floor of the Building, the plans of which must be approved by Tenant), electrical, plumbing and life-saving devices, and shall ensure that the building elevator is in proper working order.

Lessor shall acquire any needed certificates of occupancy, elevator inspections, and any other approvals mandated by the municipal Health Department or Building Department or as locally required. (See Floor Plan affixed hereto)

Lessor shall provide six (6) stenciled and reserved parking spaces in the building parking lot for tenant's employees as well as twelve (12) "visitor" stenciled parking spaces in the property parking lot for the use by agents, employees, invitees and contractors in common with other tenants in the building. (See Exhibit A)

The estimated costs to Landlord for said improvements and remodel of the building and parking lot is \$290,000.00.



SECOND FLOOR PLAN

SCALE: 1/8" = 1'-0"

OUCC DR 18-8

DATA REQUEST
City of Evansville

Cause No. 45545

Information Requested:

When does Evansville expect to hire each of the 7 test year “New Utility Positions” listed on Workpaper DLB-9 page 18 of 191.

Objection:

Petitioner objects to the request on the grounds and to the extent it is vague and ambiguous in that the use of the number 7 is unclear and provides no basis from which Petitioner can determine what information is sought.

Information Provided:

Subject to and without waiver of the foregoing objection, Petitioner responds as follows:

Petitioner assumes the question intended to refer to 9 positions. The current plan for hiring these positions is as follows:

1. Accounting Clerk – joint – 2023
2. Night Shift Supervisor – water only – 2023
3. Safety Professional – joint – 2022
4. Junior Surveyor – joint – 2024
5. Operations and Maintenance Engineer – joint – 2024
6. Administrative Assistant – water only – 2022
7. Certified Master Electrician – joint – 2023
8. Software Engineer – joint – 2023
9. Control Systems Analyst – joint – 2024

OUCG DR 18-10

DATA REQUEST
City of Evansville

Cause No. 45545

Information Requested:

Please explain how Evansville is currently accomplishing the duties for each of the “New Utility Positions” listed on Workpaper DLB-9 page 18 or 191.

Information Provided:

1. Accounting Clerk – joint – 2023 – workload has increased, currently being done by one person but that person is very stretched and needs assistance
2. Night Shift Supervisor – water only – 2023 – there is no one supervising the night shift, it is handled on call, often without management supervision
3. Safety Professional – joint – 2022 – not being accomplished for the utility, only in cursory way by City Safety Officer
4. Junior Surveyor – joint – 2024 – due to increased workload, the utility needs to add this position
5. Operations and Maintenance Engineer – joint – 2024 – the utility’s asset base has grown and it needs to add this position
6. Administrative Assistant – water only – 2022 – increased workload currently added to responsibility of Maintenance Supervisor, not being adequately handled at this time
7. Certified Master Electrician – joint – 2023 – due to plant expansion, the utility needs a certified electrician on staff, currently being handled by non-certified maintenance staff
8. Software Engineer – joint – 2023 – greater dependence on IT applications to operate utility has grown, creating need for more staff
9. Control Systems Analyst – joint – 2024 – greater dependence on IT applications to operate utility has grown, creating need for more staff

OUCG DR 14-12

DATA REQUEST
City of Evansville

Cause No. 45545

Information Requested:

Please explain (and provide any documentary support) why each new position needs to be created:

- a. Accounting clerk
- b. Night shift supervisor water construction
- c. Safety professional
- d. Junior Surveyor
- e. Operations and maintenance engineer
- f. Administrative assistant
- g. Certified master electrician
- h. Software engineer
- i. Control systems analyst

Objection:

Petitioner objects to the request on the grounds and to the extent the request is vague and ambiguous in that the use of the phrase “any documentary support” is not defined and provides no basis from which Petitioner can determine what information is sought.

Information Provided:

Subject to and without waiver of the foregoing objection, Petitioner responds as follows:

- a. The volume of invoices has continued to grow and the duties to process an invoice have also increased. In the past, there was a role called a Sr. Clerk who served as a general back-up for the Purchasing Coordinator and helped with the overflow in the Purchasing area. This position is now titled Lien Processing Specialist and does not report to the Accounting area and is available only during vacation or planned absences. Due to the workload in her current role, the Lien Processing Specialist is unable to support the overflow from the Purchasing Coordinator. The Accounting clerk will support the Purchasing Coordinator position, as well as assist with payroll functions and some of the tasks that currently fall under the Senior Accountant, in addition to other tasks.

(Continued on next page)

OUCG DR 14-12
(Continued from previous page)

- b. See attached business case support for Night Shift Supervisor.
- c. See attached business case support for Safety Professional.
- d. See attached business case support for the Junior Surveyor.
- e. The Utility currently does not have in-house staff available to consistently provide strategic reliability planning and engineering support for all operational divisions. This position will allow the Utility to more closely align its project planning to a Business Risk methodology by providing preliminary engineering & planning for future corrective actions as they are identified through maintenance tracking and condition assessment.
- f. See attached business case support for Administrative Assistant.
- g. See attached business case support for Certified Master Electrician.
- h. As the Utility adds staff to the IT group with this new position we will reduce the need of third party contractual services.
- i. As the Utility adds staff to the IT group with this new position we will reduce the need for third party contractual services.

Attachments:

OUCG DR 14-12(b).pdf
OUCG DR 14-12(c).pdf
OUCG DR 14-12(d).pdf
OUCG DR 14-12(f).pdf
OUCG DR 14-12(g).pdf

Junior Surveyor

Business Case Need

The EWSU currently has 1 Land Surveyor employed within the utility. This position is responsible to complete boundary surveys around current assets, provide survey for in-house design capital projects, provide easement exhibits for in-house design capital projects, review easement exhibits and descriptions for all easements developed by consultant designers prior to starting the acquisition process. The position also provides aerial mapping and lidar data collection for asset management at the plants.

The Land Surveyor surveys different lengths of projects every year. The overall number of projects surveyed each year is approximately 8 projects for the in-house designers. The length of project varies from one quarter to one half mile. This effort results in lowered expenses from outside survey consultants. The approximate outside services value of this effort is \$180,000.

$8 \text{ projects} \times 3/8 \text{ mile per project} \times \$2.0\text{M per mile} \times 15\% \text{ design fee} \times 20\% \text{ design fee cost allocated to survey cost} = \$180,000$

Similarly, with the addition of the Junior Surveyor, the EWSU would like to expand the ability to collect survey data for capital projects designed by outside consultants. Using internal resources, the EWSU could trim up to 5 miles worth of outside survey consultant cost from the design fees they currently experience. The approximate outside services value of this effort is \$150,000.

$5 \text{ miles per year} \times \$2.0\text{M per mile} \times 15\% \text{ design fee} \times 10\% \text{ design fee cost allocated to survey cost (remaining 10\% to consultant for field checking \& misc.)} = \$150,000$

Additionally, the Junior Surveyor will be tasked with developing the prescriptive easement program. This program will be relevant in identifying routes of existing distribution and collection systems that currently do not have easements recorded over the assets. By developing this program and executing it in the field, the effort will reduce the amount of future easement acquisition costs due to maintenance, operational, or capital replacement needs. The value of this effort is unknown but thought to be significantly high.

Safety Coordinator

OVERVIEW

Moving to add a Safety Coordinator for the Evansville Water and Sewer Utility (EWSU) will allow the utility to better eliminate health and safety hazards. Currently there is only one (1) Safety Professional for the entire city of Evansville to include the Fire and Police Departments. This does not allow them time to conduct job site audits, safety inspections, observations, and many other duties that a normal safety professional would conduct.

RECOMMENDATION

By adding a safety coordinator, EWSU will be able to change the safety culture:

- Create a safety manual
- Conduct safety observations
- Job site safety analysis
- Conduct weekly safety meeting
- Educate employees on best practice in job site safety

Providing a safe workplace is an ongoing goal of EWSU. A safety coordinator is another step in the zero-accident mentality we strive to meet day in and day out.

Night Shift Supervisor

OVERVIEW

Moving to add a night shift supervisor is critical to enabling EWSU to manage its distribution system, collection system, meter department, and overtime hours in a seamless and consolidated manner. Currently, there are seven (7) hourly, union employees working regular shifts at night without any onsite supervision. This does not include crews which may be called in to cover off hour main breaks and or sewer backups. That number can be from 6 to 9 additional employees depending on the time of year and severity of the break or rain event. The hiring will reduce the need for on-call supervisors from other utility departments who are unfamiliar with the everyday operations of the water, sewer, and meter departments while reducing excessive overtime by unsupervised hourly employees.

RECOMMENDATION

By adding the position, EWSU will methodically migrate to a more efficient organization capable of adhering to its responsibilities and respective functions. Due to the unpredictability of water main breaks, sink holes, service breaks. This position will be able to:

- Make a quick and effective decision on what crews to call in the case of emergency.
- Give guidance and support to the regular night shift employees.
- Overtime costs will be reduced by having an onsite supervisor decide what type of work is needed instead of an on-call supervisor who is unfamiliar with the work, unnecessarily calling in entire crews for three (3) hour double time minimums.
- The overall quality of work will improve.

Filtration Administrative Assistant Justification

Administrative tasks, requisitions, purchase order generation, invoicing, telephone answering, budget tracking, and inventory management has been managed by the maintenance manager at the water filtration plant since 1998. This task has grown too large and time consuming for this employee. The water filtration plant needs a dedicated administrative assistant for this important function. The maintenance manager needs to focus on the maintenance of the facility and other vertical assets in the distribution system for the EWSU.

Filtration Master Electrician Justification

The Evansville Water & Sewer Utility (EWSU) does not have a licensed electrician on staff. This position will be responsible for maintaining high voltage equipment, motor control centers, and electrical circuits at 1000 volts and below. This will include electrical generation equipment able to provide backup power for the water filtration plant. The employee in this position will also be in charge of supervising, directing, and instructing two Instrumentation & Electrical Technicians.

OUCR DR 18-9

**DATA REQUEST
City of Evansville**

Cause No. 45545

Information Requested:

Please explain whether the hiring of the proposed 9 “New Utility Positions” listed on Workpaper DLB-9 page 18 of 191 will reduce Petitioner’s operating expenses.

Objection:

Petitioner objects to the request on the grounds and to the extent it seeks a compilation, analysis or study Petitioner has not performed and which it objects to performing.

Information Provided:

See objection. Beyond the information provided in response to OUCC DR 14-12, Petitioner does not know whether or to what level hiring these employees will reduce operating expenses in the year in which EWSU anticipates hiring them.