

TIPPECANOE COUNTY LOCAL ENVIRONMENTAL RESPONSE FINANCE BOARD  
LAFAYETTE CITY HALL COUNCIL CHAMBERS  
Agenda

---

Meeting: October 26, 2021

APPROVAL OF MINUTES

April 27, 2021

Documents:

[04272021 TERF.PDF](#)

READING AND SIGNING OF CLAIMS

**Keramida Environmental, Inc.**

\$12,844.23

\$16,446.17

\$50,196.30

\$24,255.68

\$19,430.74

\$23,573.07

\$17,742.70

\$520.00

\$1,881.25

**Stuart & Branigin, LLP**

\$300.00

\$1,200.00

**Waste Management**

\$16,085.17

REPORTS

NEW BUSINESS

TERF Board Contract With Keramida Environmental, Inc

Documents:

[KERAMIDA CONTRACT.PDF](#)

Resolution 2021-01

Documents:

RESOLUTION 2021-01.PDF

PUBLIC COMMENT

ADJOURNMENT

**TIPPECANOE COUNTY LOCAL ENVIRONMENTAL  
RESPONSE FINANCING BOARD**

**April 27, 2021**

Due to the current COVID-19 pandemic, all essential meetings are being conducted virtually.

The Tippecanoe County Local Environmental Response Financing Board met on April 27, 2021 at 1:30 p.m. virtually via Zoom Meeting. Present were: David Byers, Kevin Underwood, John Dennis and Zach Beasley. Absent: Tony Roswarski and Lon Heide

Tony Benton, Attorney from Stuart & Branigin, was also present.

**MINUTES**

Mr. Dennis moved to approve the minutes of the January 26, 2021 meeting as submitted. Mr. Beasley seconded. Motion carried.

**READING AND SIGNING OF CLAIMS**

The following Claims (all with attached documentation) were presented to the Board for payment:

- A claim from Keramida Environmental for consulting services in the amount of \$32,656.05. Mr. Dennis moved for approval. Mr. Beasley seconded. Motion carried.
- A claim from Stuart & Branigin for services provided in the amount of \$750.00. Mr. Dennis moved for approval. Mr. Beasley seconded. Motion carried.
- A claim from Stuart & Branigin for services provided in the amount of \$300.00. Mr. Dennis moved for approval. Mr. Beasley seconded. Motion carried.
- A claim from Waste Management for services provided in the amount of \$7,926.32. Mr. Dennis moved for approval. Mr. Beasley seconded. Motion carried.

**REPORTS**

*Keramida*

Vicky Keramida stated that there have been no methane exceedances which is resulting in a cost savings. Everything is fine with the landfill to date. Mrs. Keramida stated that they did the 1<sup>st</sup> Quarter of the Extra Arsenic Sampling for the EPA. The results are consistent and what has been reported in the past historically. Mrs. Keramida stated that the 5-year Report was sent back to EPA for correction and it still has not been sent back to Keramida corrected.

**NEW BUSINESS**

There was none.

**PUBLIC COMMENT**

There was none.

T.E.R.F. Board

April 27, 2021

Page 2

**ADJOURN**

With no further business to come before the Board, Mr. Dennis moved to adjourn. Mr. Underwood seconded. Motion carried.

The time being 1:37 p.m.

John Dennis

T.E.R.F. Board Secretary

Minutes written by Mindy Miller, 1<sup>st</sup> Deputy Clerk, City of Lafayette

*A digital audio recording of this meeting is available in the Lafayette City Clerk's Office or online at <http://www.lafayette.in.gov/agendacenter>.*

Anthony S. Benton  
Direct (765) 428-7048  
E-mail [asb@stuartlaw.com](mailto:asb@stuartlaw.com)

**STUART &  
BRANIGIN** LLP  

---

**L A W Y E R S**

[www.stuartlaw.com](http://www.stuartlaw.com)

**MEMORANDUM**

TO: Tippecanoe County Local Environmental Response Financing (TERF) Board

FROM: A. S. Benton, Legal Counsel

RE: TERF Board Contract with Keramida Environmental, Inc. (Keramida)

DATE: July 20, 2021

Gentlemen:

Commencing in 2002 the TERF Board has approved and entered into a series of successive two-year contract amendments with Keramida Environmental, Inc. to provide environmental services to the Board as required to cover the Board's obligations to construct the remedy and thereafter provide ongoing operation and maintenance services at the Tippecanoe Sanitary Landfill. The last of those contract amendments expired on June 30, 2018 and I have enclosed another proposed contract amendment for action at your July 27, 2021 meeting. If approved it will extend the Keramida contract for an additional two years through June 30, 2023.

With the changes at U.S. EPA due to the Trump administration and the COVID-19 disruption we did not formally amend the contract in recent years, but all Keramida actions and invoices during that period were submitted and approved by the Board in public meetings prior to payment.

Do not hesitate to contact me if you have any questions. Vicky Keramida (or a representative from her firm) will attend the July 27 meeting to answer any questions you have about changes to the contract which are minimal based on my review. I have also prepared and enclosed a form of Resolution for the Board to use in approving the Keramida contract extension.

cc: Vicky Keramida (*w/encl*)  
Mindy Miller (*w/encl*)

1400627v1

**AMENDMENT TO CONTRACT**

This Amendment to Contract effective as of July 1, 2021, by and between the **Tippecanoe County Local Environmental Response Financing Board** (the “TERF Board” or “Board”) and **Keramida, Inc.** (“Keramida”).

**WITNESSETH:**

WHEREAS, on July 1, 1998, the TERF Board entered into a contract with Keramida under which Keramida agreed to provide project coordinator services during the remedial design/remedial action activities at the Tippecanoe Sanitary Landfill, Inc. (“TSL”) Superfund site; and

WHEREAS, by successive Resolutions properly approved by the Board commencing in 2000, the Keramida contract for TSL services has been extended through June 30, 2016, including an amendment in 2002 under which Keramida also agreed to provide current and ongoing operation and maintenance services for TSL; and

WHEREAS, by Resolution No. 2016-1 the Board last approved a further extension with Keramida for TSL services and authorized its approval and execution by the Chairman and Secretary of the Board.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The Board and Keramida hereby again renew and extend Keramida’s contract to provide TSL project coordinator services and operation and maintenance services effective as of July 1, 2021, for a period of two (2) years ending June 30, 2023.
2. In consideration for providing such services the Board shall pay Keramida in accordance with the terms set out in the Scope of Services document attached as Exhibit 1 and made a part hereof, at the rates set forth on Exhibit 2 which is also attached and made a part hereof.

In witness whereof the parties have executed this document effective as of July 1, 2021.

TERF Board

Keramida, Inc.

\_\_\_\_\_  
David Byers, Chairman

\_\_\_\_\_  
John Dennis, Secretary

## RESOLUTION NO. 2021 - 01

**RESOLVED**, by the Tippecanoe County Local Environmental Response Financing Board (the "Board"), as follows:

1. On July 1, 1998, the Board entered into an agreement with Keramida Environmental, Inc. ("Keramida") to provide project coordinator services during the remedial design/remedial action activities at the Tippecanoe Sanitary Landfill, Inc. Superfund site.
2. By Resolution No. 2000-3, the Board exercised its option to renew its July 1, 1998 contract with Keramida for two successive one-year periods commencing on July 1, 2000 and terminating on June 30, 2002, unless further extended.
3. By Resolution No. 2002-03, the Board further extended its contract with Keramida for an additional two-year period commencing on July 1, 2002 and terminating on June 30, 2004 and, in addition to project coordinator services, requested that Keramida undertake to provide ongoing operation and maintenance services for the Tippecanoe Sanitary Landfill site during the contract period consistent with its proposal presented to the Board.
4. By Resolution No. 2004-01, the Board further extended its contract with Keramida for an additional two-year period commencing on July 1, 2004 and terminating on June 30, 2006.
5. By Resolution No. 2010-01, the Board affirmed its extension of its contract with Keramida for the two-year period commencing on July 1, 2006 and terminating on June 30, 2008, and for the two-year period commencing on July 1, 2008 and terminating on June 30, 2010; and further extended its contract with Keramida for an additional two-year period commencing on July 1, 2010 and terminating on June 30, 2012.
6. By Resolution No. 2012-01, the Board further extended its contract with Keramida for the two-year period commencing on July 1, 2012 and terminating on June 30, 2014, and by Resolution No. 2015 - 01, the Board further extended its contract with Keramida for the two year period commencing on July 1, 2014 and terminating on June 30, 2016.
7. By Resolution No. 2016-01, the Board extended its contract for project coordinator and operation and maintenance services with Keramida for an additional two-year period commencing on July 1, 2016 and terminating on June

30, 2018, consistent with Keramida's proposal as presented to the Board.

8. Commencing on July 1, 2018 the Board and Keramida continued the contract in force and all actions and charges continued to be submitted to the Board for review and approved by the Board in regularly scheduled public meetings prior to payment.
9. By this Resolution, the Board extends its contract with Keramida for project coordination and operation and maintenance services for an additional two-year period commencing effective July 1, 2021 and terminating on June 30, 2023.
10. Upon review and approval of the revised contract by the Chairman and Secretary of the Board, they are hereby authorized and empowered in the name of the Board to enter into such contract.

---

David Byers, Chairman

---

John Dennis, Secretary



**SCOPE OF SERVICES FOR OPERATIONS AND MAINTENANCE OF TIPPECANOE  
SANITARY LANDFILL  
2021-2023**

The operations and maintenance services provided by KERAMIDA Inc. will include the following:

- Performance of all operations and maintenance (O&M) activities as outlined in the Final Operations and Maintenance Plan dated May 15, 2002 and amended numerous times since then, and summarized in the attached Exhibit 1 – Table Operation and Maintenance Task TSL 2021-2023.
- Supplying one (1) engineering technician a minimum of two times a week to perform the required operations and maintenance. The fee for supplying this technician will be at the rate of \$824/day, plus fuel for on-site equipment activities at \$40/visit. The daily fee will be adjusted at the rate of 3% annually.
- Attendance of TERF Board Meetings by Senior KERAMIDA representatives is at no charge.
- Supplying materials and equipment as needed to perform required O&M tasks. KERAMIDA will rent equipment and purchase materials from local vendors based upon the lowest price of competitive bids, as appropriate. KERAMIDA will add a 10% management fee to the cost of equipment and materials. KERAMIDA will submit estimates to the TERF Board when repairs, upgrades, etc., are required, and receive approval from the Board prior to proceeding with such tasks. For tasks with costs up to \$10,000, KERAMIDA may proceed prior to Board's approval.
- Providing all sampling labor, materials, equipment and transportation costs for the required annual groundwater monitoring events for a total lump sum cost of \$10,000/event plus laboratory.
- Providing additional professional services including, but not limited to, evaluating, summarizing and reporting the data gathered during required O&M activities to IDEM and USEPA; preparing required reports; communicating with IDEM and USEPA; and, attending meetings with regulatory agencies. The fee structure for these services will be based on the Fee Schedule attached, as Exhibit 2.
- Managing all other needs of the site as it is progressing through Delisting from the Superfund NPL list and managing the O&M needs of the closed landfill, as they arise, and performing any other tasks as directed by the TERF Board to assure compliance with the Consent Decree.

**EXHIBIT 1**

2021-2023

**Operation and Maintenance Tasks TSL**

Leachate Extraction System Schedule							
	Daily	Weekly	Monthly	Quarterly	Semi Annually	Annually	As Needed
LRW & Piezometer Leachate Levels			X				
LRW & Piezometer Inspections			X				
Leachate Pump Shut Down and Static Leachate Levels							X
Step Drawdown Test (per well)	At Start-up of a new well						X
Shut Down (per well)							X
Report						X	

Leachate Storage Tank System Schedule							
	Daily	Weekly	Monthly	Quarterly	Semi Annually	Annually	As Needed
Clock Gauge Level in Tanks	X						
Influent & Effluent Tank Valve Inspections	X						
Inspect for Leaks in Secondary Containment Tanks & Piping	X						
Tank Integrity Inspections	X						
SPCC Plan Review							X
SPCC Plan Amendment Certification							X
Transfer leachate to WMI Tanker Trucks for Disposal			X				X
Check Leachate Transfer Pump Oil and Grease Levels				X			
Grease Loading Arm				X			
Repair, Clean and/or Replace							X
Report						X	

Methane Extraction System Schedule							
	Daily	Weekly	Monthly	Quarterly	Semi Annually	Annually	As Needed
Candle Flare Operational Parameters	X						
MEW Operational Parameters	X						
Balance Extraction at MEWs	X						
Drain Knockout Tank	X						
Check Condensate Sump Levels		X					
Empty Condensate Sumps		X					
Drain Accumulations in the Flame Arrestor							X
Disconnect Pressure Lines to Vent Gage				X			
Rotate Blower Fan							X
Check Blower Bolts and Screws				X			
Adjust Blower Bolts and Screws							X
Purge Blower Bearings with New Grease				X			
Check Mist Eliminator				X			
Check Paint Inside and Outside of Knockout Tank				X			
Check Flange Gasket				X			
Check Welded and Bolted Connections on Knockout Tank				X			
Check Air Compressor Filter				X			
Activate Pressure Safety Valve				X			
Clean Candle Flare Element with Soap and Water and Blow Dry							X
High Pressure Jetting to Clean Screens for MEWs and Horizontal Vent Well							X
Clean, Repair and/or Replace							X
Landfill Vent Flare Inspections			X				
Landfill Vent Flare Operational Parameters			X				
Reports						X	

**EXHIBIT 1**

2021-2023

**Operation and Maintenance Tasks TSL**

<b>Methane Monitoring System Schedule</b>							
	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Quarterly</b>	<b>Semi Annually</b>	<b>Annually</b>	<b>As Needed</b>
Gas Probe Levels				X			X
Gas Probe Inspections				X			X
Repair and/or Replace							X
Calibrate Combustible Gas Alarms							X
Keep Identification Numbers Legible				X			
Check Silicone Stoppers				X			
Check Concrete Seals				X			
Check Flow in Tubing				X			
Check Protective Covers				X			
Reports						X	

<b>General Tasks</b>							
	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Quarterly</b>	<b>Semi Annually</b>	<b>Annually</b>	<b>As Needed</b>
Inspect Cap (Soil, Clay and Vegetation)				X			
Repairs to Cap(Soil, Clay and Vegetation)							X
Snow Removal							X
Inspect Drainage System				X			
Repair Drainage System							X
Inspect Roadways and Stone Paths				X			
Repair Roadways and Stone Paths							X
Inspect Fencing, Signs and Gates				X			
Repair Fencing, Signs and Gates							X
Inspect Levees				X			
Survey Levee Elevation							X
Repair/Maintain Levees							X
Wetlands Inspections							X
Wetlands Plantings							X
Mow Cap, Ditches, and Levees					X		
Fertilize Cap and Levees							X
Evaluate Need for Soil Amendments							X
Inspect Monitoring Wells						X	
Replace Monitoring Wells							X
Groundwater and Surface Water Sampling and Analysis				X		X	
Groundwater and Surface Water Sampling Report						X	



## EXHIBIT 2

<b>2021</b>	
<b>KERAMIDA Standard Rate Schedule</b>	<b>\$/hr.</b>
Senior Field Associate II	\$85.00
Senior Field Associate I	\$75.00
Senior Scientist III	\$150.00
Senior Scientist II	\$130.00
Senior Scientist I	\$120.00
Project Scientist	\$100.00
Staff Scientist	\$85.00
Senior Geologist/Hydrogeologist III	\$180.00
Senior Geologist/Hydrogeologist II	\$120.00
Senior Geologist/Hydrogeologist I	\$110.00
Project Geologist/Hydrogeologist	\$100.00
Staff Geologist/Hydrogeologist	\$90.00
Senior Industrial Hygienist	\$200.00
Senior Toxicologist	\$180.00
Industrial Hygienist	\$100.00
Senior Engineer III	\$250.00
Senior Engineer II	\$200.00
Senior Engineer I	\$180.00
Project Engineer	\$120.00
Staff Engineer	\$110.00
Senior Safety Manager III	\$195.00
Senior Safety Manager II	\$170.00
Senior Safety Manager I	\$120.00
Safety Project Associate	\$100.00
Senior Project Manager III	\$200.00
Senior Project Manager II	\$180.00
Senior Project Manager I	\$160.00
Project Manager	\$135.00
Senior Principal-in-Charge	\$450.00
Principal-in-Charge	\$250.00
Senior Advisor	\$195.00
CADD Services	\$100.00
Clerical/Administration	\$75.00