

Turtle Town Plaza  
8475 US -33 E  
Churubusco, IN 46723

Indiana Department of Environmental Management  
100 N Senate Ave  
Indianapolis, IN 46204

June 23, 2024

Re: Town of Churubusco and Turtle Town Plaza

TO WHOM IT MAY CONCERN:

This letter is to rebuke Andy Boxberger's letter representing the Town of Churubusco (hereinafter the "Town") in the matter concerning Turtle Town Plaza and possibly Heroes Family Bistro & Pub, owned by Tim and Lisa Fensler, my tenants. As you may recall, I am the owner of Turtle Town Plaza, and the Town wants to give me the grinder pump and/or the lift station situated on my property. I do not wish to own such equipment. There has been no review of possible causes of pump failure, except pointing to the Fenslers who have open-handedly let the Town review their business and operations while the Town has found nothing. I am hyper-concerned that the underlying issues associated with the pump failure concern the lift station -- meaning I will begin having to replace pumps in the coming weeks due to numerous structural failures in the lift station.

It is my firm belief, after engaging an independent plumbing firm, Miami Maintenance, that the underlying causes are 1) an undersized lift station; 2) a broken check valve; 3) a lack of proper maintenance on the station; and 4) significant inflow and infiltration into the lift station causing an overworked pump to enter failure.

Unfortunately, all of this has fallen on deaf ears with the Town. I also feel I am being targeted as a guilty party, but I am a small business owner who is just using the infrastructure as it sits. My tenants put in a grease trap at the request of the Town. It now collects small pieces of tomatoes and green peppers, but no sign of the grease thought to be the cause of the pump failures.

I am also beginning to become alarmed by the veracity of the Town's long arm. On June 5, 2024, I attended a public hearing concerning the 2024-06 Amendment to the existing Churubusco Use Ordinance, in which previous measurable definitions would be replaced with "opinions" of the Town to be the basis for fines and violations, including the potential for a misdemeanor and jail time! It also opened the door to violate citizens 4<sup>th</sup> amendment rights based on "opinion". I feel a personal affront to this "update" given Andy Boxberger's letter to you, dated May 11, 2024, when he writes, "The town has put into motion further amendments to its Use Ordinance to enable it to address this situation, and it intends to utilize its authority to access fines for all violations thereof moving forward. "Luckily, there were some 25+ residents in attendance with numerous concerns regarding the amendments so the revisions were tabled.

While attending this meeting, I asked to meet with the Town Council to address concerns that I was made aware of by Miami Maintenance. I did not receive a response and followed up by attending the town meeting on Wednesday, June 19, 2024, and was told "Andy actually warned the four of us and said that we should not be communicating because legal is involved."

In the interest of brevity and historical accuracy, I will lay out a timeline of events that have occurred with this lift station and pump. Please note, I have been the owner of Turtle Town Plaza since I created it some 30 years ago. Further, the Fenslers took over ownership of the pizza shop in 2014, with the previous pizza operation having been there for at least 15 years prior. A better question would be, "what happened in July 21 -- and occasionally over the interceding time -- to cause pump failures?"

**July 3, 2021:** Anytime Fitness flooded with backed-up sewage waste. Our tenants noticed the alarm going off at the station and notified the Town.

**July 7, 2021:** The Town comes out to inspect the issue.

**July 20, 2021:** Tim and Lisa Fensler owners of Heroes Family Bistro & Pub, although at the time it was operating as an East of Chicago Pizza, receive Certified Mail that they are in violation of the Sewer Use Ordinance.

**April 8, 2022:** Fenslers installed a grease trap per Town specifications and let the Town inspect their operations as they insisted, they did not use grease in their pizza business. All review and inspection have revealed no grease of any kind.

**July 25, 2023:** I receive a violation notice from the Town stating my tenants, dishwasher is dispensing water that is too hot and above the 150 degrees threshold. Please note, this temperature is below the Board of Health Requirements.

**August 2, 2023:** Fenslers attend town council meeting and invite the Town to come back into their business to search for grease or other contaminants causing pump failures. Water lines were checked for temperature and no further action was taken.

**October 12, 2023:** Town of Churubusco sends me a letter to relay the "grinder pump facilities" would now be my responsibility effective January 1, 2024.

**October – December 6, 2023:** I repeatedly try, unsuccessfully, to talk with the Town. At the Town Council meeting of December 6, 2023, I was told "I don't think this is the time or place to answer these questions".

**January 12, 2024:** Town of Churubusco sends me another letter stating that another "new" pump had been installed. "Please be advised that this was the last service that will be provided by the Town for the grinder pump on the premises." As a result of this, I reach out to IDEM directly.

**February 2, 2024:** IDEM writes a letter to the Town raising concerns about NPDES Permit No: IN0021113.

**March 13, 2024,** Carson LLP (Counsel for the Town) responded to IDEM stating that the "grinder Pump" was now owned by applicable property owners and the Town no longer owns any grinder pumps. Note, I still have not signed a bill of sale. This letter conflicts with the October 12, 2023, letter. Are we discussing "Grinder Pumps" or "Grinder Pump Facilities"?

**April 2, 2024:** Alarm goes off at the station at Turtle Town Plaza. Fenslers notify the Town "we have an alarm going off at the grinder, I'm being told that water is spraying out on the ground." They were told, "It is not ours. You need to call Dan". Note – I still haven't signed a Bill of Sale. Then the Fensler's question why they still have a bill with the town? The response was "Because you're paying the town for treating the water". All of my tenants at the Plaza have individual Churubusco Utility bills with the town, yet the town has deemed me owner of the "grinder pump" or "grinder pump station".

**April 4, 2024:** IDEM inspects the pump and while present, the alarm goes off and "the pump started spraying at the station." When the IDEM inspector asked Bob Gray if anyone from the town had checked on the equipment in question, he stated "the town no longer owned the equipment in question ". The inspector asked if anyone had checked the possible overflow that was reported on April 2nd? Gray responded, "He didn't believe the report" Town employees then came to my property and replaced the pressure seal.

**April 12, 2024:** I had to shut off all water and shut down Turtle Town Plaza due to sluggish sewage. Half of the Turtle Town Plaza businesses were affected. I called Miami Maintenance to review the pump/lift station. Per the invoice for repairs enclosed, the station had many issues including the "alarm panel door was broken, nut on ball valve was missing allowing the valve not to close, tank was leaking at extension sleeve and the lower tank allowing infiltrate, O-ring split on discharge causing leak, vent pipe missing, there were no bolts in the lid and the alarm light bulb was broken." They inspected the pump that was said to be new, installed in January 2024. There were no problems with the pump; however, they did note the pump was manufactured 03/2022. Serial number DH781671. Miami Maintenance was also able to confirm that there is a blockage in the line from the grinder pump station to the town. It is clogged with white grease (not found in the pipe from Heroes Family Bistro & Pub).

**April 16, 2024** Fenslers notify me the alarm was going off again at the station. Miami Maintenance was called out again on the 17th and found that the lift arm was once again bent. I am unclear how this damage again occurred between the April 12th and the 16th.

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Dan Millikan  
June 23, 2024

May 11, 2024 Andy Boxberger from Carson group (counsel for the Town) responds to you via letter and claims the grease trap installed by the Fenslers at their pizzeria "may be improperly sized." Please note, the Fenslers installed what was requested by the Town and it continues to collect green peppers and tomatoes but no grease. The Fenslers originally purchased a grease trap but after consultation with the town and Holly Miller, the Fenslers returned that grease trap and contracted Perkins Septic and Drain Service to install a grease trap that met the specs emailed January 6, 2022 to Devin Keener by Holly Miller.

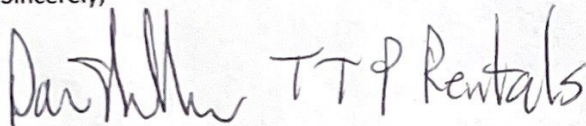
We can all agree there are ongoing issues with this pump and lift station. Unfortunately, however, there has been little pursuit of other possible causes for pump failures other than blaming me and my tenants, Tim and Lisa Fensler, from their pizza operation. The plumbing consultants noted a broken lift arm that controls the check valve that controls back flow from other sources outside Turtle Town Plaza. Further, they noted significant Inflows and Infiltration (I & I) into the lift station, along with numerous other issues.

As I contemplate what I am to do next, I have not yet signed the "Bill of Sale" given to me by the Town as I am unclear what that may mean for me and my future. I do not know if I am taking ownership of just the pump or the lift station, all components, and the pumps? And, if it includes the pump, are my tenants now to be paying me for their sewage processing? Do I then become a commercial user? Should I install a flow meter? Will I be required to do certain testing or other measures to ensure compliance? Which parts of this station are represented in the NPDES permit that the town and IDEM hold? Will I need an NPDES permit?

Further, I have since received a threatening letter from the Carson group (the Town's legal counsel) including a settlement agreement, a non-disclosure and a bill of sale that I must sign in order to not have the town pursue legal action against me. They even offer to replace the "grinder pump" again. My attorney replied on May 16, 2024 asking for more information, and then adds that we want to make some changes.

I ask for your assistance in resolving this issue. I am not a sewage treatment provider. I know nothing except that I own a group of rentals where a manhole/lift station worked great for years, then in July 2021, the problems started. Please help. I can be reached at 260-704-3961.

Sincerely,



Dan Millikan

Miami Maintenance

*PS did not  
\*cdolo*

INVOICE

10549 S Elm  
Miami IN 46050  
(765) 513-8020

INVOICE #132823  
DATE: APRIL 12, 2024

Bill to

SHIP  
Dan Millican  
8475 E US 33  
CHURUBUSCO IN  
(260) 704-3961  
Kyle Edlund  
(260) 704-4934

SALESPERSON	P.O. NUMBER	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS

QUANTITY	UNIT PRICE	TOTAL
Service call and repair	\$	640.00
<i>Pump S/U DH 781671 MAW 3/22 6.2A</i>		
<i>ALARM Panel door Broke</i>		
<i>Nut on Ball Valve missing possibly causing VALVE NO</i>		
<i>TANK Leaking at EXTENSION SLEEVE and LOWER TANK</i>		
<i>Blue O Ring Split on discharge CAUSING Leak</i>		
<i>Vent Pipe Missing</i>		
<i>Did not see grease floating IN TANK</i>		
<i>Did see grease or soap Residue on level sensor coil</i>		
<i>No bolts in lid</i>		
<i>ALARM light bulb Broke</i>		
	SUB TOTAL	
	SALES TAX	
	SHIPPING & HANDLING	
	TOTAL DUE	

Make all checks payable to Miami Maintenance

CC payment

THANK YOU FOR YOUR BUSINESS!

*Dan P millikan@gmail.com*

**Miami Maintenance**

10549 S Elm  
Miami IN 46959  
(765) 513-8020

*pd  
14-18-24  
ck# 6112*

**INVOICE**

INVOICE #132824  
DATE: APRIL 17, 2024

Bill to

SHIP  
Dan Millican  
8475 E US 33  
CHURUBUSCO IN  
(260) 704-3961  
Kyle Edlund  
(260) 704-4934

SALESPERSON	P.O. NUMBER	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS

QUANTITY		UNIT PRICE	TOTAL
	SERVICE CALL & REPAIR		\$340.00
NOTES	* STRAIGHTENED BALL VALVE BAR, RESET BLUE O-RING		
	* PUT BAR BACK OVER CANDY CANE.		
	* ZIP-TIED BALL VALVE BAR TO CANDY CANE.		

SUB TOTAL	
SALES TAX	
SHIPPING & HANDLING	
TOTAL DUE	\$340.00

Make all checks payable to Miami Maintenance

CC payment

THANK YOU FOR YOUR BUSINESS!