

**HUNTERTOWN UTILITY BOARD  
MEETING AGENDA  
Monday, January 8, 2025, 5:00 p.m.  
Huntertown Town Hall, 15617 Lima Road**

**Call to order with Pledge of Allegiance**

**Oaths of Office**

**Election of Officers**

- President

**Approval of Minutes**

- December 4, 2023, Regular Meeting

**New Business**

- New Water and Sewer Main extension application/Special Contract – Sonora Townhomes
- Special Contract – Copper Creek Shops
- New Water and Sewer Service application/Special Contract – NACS for Willow Creek MS
- Shoaff Road Water Tower – Professional Services Agreement (ERI)
- Infrastructure Completion Agreement recommendation – Silverstone, Silverstone Estates, Farmstead at Carroll Creek
- Cedar Canyon Road septic relief project
- IDEM vs. Local permitting on sanitary construction permits
- USB Application to IDEM – Hathaway Road Septic Relief
- New Hires (outside utility employees)

**Reports:**

Ryan Schwab - Clerk Treasurer  
Beth Shellman – Town Manager  
Derek Frederickson – Engineering Resources

**Open Floor for Public Comment** – Please keep comments to 3 minutes.

**Adjournment**

**Next Meeting of the Huntertown Utility Service Board is Monday, February 5, 2024 at 5 p.m.**

**Please Note:** Agenda items listed are those reasonably anticipated and may be discussed at the meeting. Not all items listed may necessarily be discussed and there may be other items not listed that may be brought up for discussion.

## **CERTIFICATE OF APPOINTMENT**

State of Indiana:

County of Allen, Town of Huntertown, SS;

This is to certify that the Huntertown Town Council President, has on this 18th day of December 2023, appointed Zachary Kerley as a member of the Huntertown Utility Service Board, which term expires on December 31, 2024.

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Brandon Seifert, President  
Huntertown Town Council

## **OATH OF OFFICE:**

State of Indiana:

Town of Huntertown, County of Allen, SS:

I, Zachary Kerley, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Indiana; that I will faithfully, impartially, and honestly discharge the duties of my office as a member of the Huntertown Utility Service Board, and that I will perform my duties in a manner provided by law to the best of my knowledge and judgment, so help me God.

---

Zachary Kerley

Subscribed and sworn to and before me  
on this 8th day of January, 2024.

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Ryan Schwab, Clerk-Treasurer  
Town of Huntertown, State of Indiana

**Town of Huntertown Utility Service Board Meeting Minutes for Monday, December 4, 2023**  
**Huntertown Town Hall, 15617 Lima Road**

A public meeting of the Huntertown Utility Service Board was held on Monday, December 4, 2023. The meeting was held at Huntertown Town Hall, 15617 Lima Road, Huntertown, IN. Members in attendance were board members Kerri Garvin (P) and Anthony Ramey; Town Manager Beth Shellman; Clerk-Treasurer Ryan Schwab; Street Superintendent Randy Bailey; Derek Frederickson of Engineering Resources Inc.; Steve Carter of Krohn & Associates; five (5) members of the public and one (1) members of the media. Board member Michael Stamets participated via electronic means.

Kerri Garvin called the meeting to order at 5:00 p.m. with the Pledge of Allegiance.

**BOARD ACTION**

Anthony Ramey made a motion to approve the minutes from the November 6, 2023, meeting as presented. Kerri Garvin seconded. Motion carried 3-0.

Anthony Ramey made a motion to approve a proposal from Fox Contractors for water main upsizing for the Sonora Townhomes subdivision in the amount of \$37,524.62. Michael Stamets seconded. Derek Frederickson noted that the proposal also included a cost for sanitary sewer line upgrades, but that work was not deemed necessary. After no further discussion, the motion carried 3-0.

Anthony Ramey made a motion to give conditional approve a new water and sewer main extension application from BD DevCo. Indiana LP for the Copper Creek shops as presented, under the conditions of approving a special contract, technical review by the engineer; and construction begins within two years. Kerri Garvin seconded. Motion carried 3-0.

Anthony Ramey made a motion to approve Change Order No. 1 from M.C. Wheeler & Sons Inc. for contract A of the wellfield expansion project in a deducted amount of \$5,000.00. Kerri Garvin seconded. Motion carried 3-0.

Michael Stamets made a motion to approve Pay-Application No. 2 from M.C. Wheeler & Sons Inc. for contract A of the wellfield expansion project in the amount of \$107,520.99. Kerri Garvin seconded. This is the final pay application for the project. After no further discussion, the motion carried 3-0.

Anthony Ramey made a motion to approve Change Order No. 2 from Richard Rider Electric for Contract B of the wellfield expansion project in a deducted amount of \$10,822.00. Kerri Garvin seconded. Motion carried 3-0.

Michael Stamets made a motion to approve Pay Application No. 5. from Richard Rider Electric for Contract B of the wellfield expansion project in the amount of \$39,249.60. Anthony Ramey seconded. This is the final pay application for this project. After no further discussion, the motion carried 3-0.

Anthony Ramey made a motion to approve USB Resolution 2023-005, a resolution to rescind and replace USB resolution 2023-004, a resolution to fix salaries of elected and appointed officials and employees of the Town of Huntertown for fiscal year 2024 and recommend the town council reconsider reducing the wage range for the town manager position. Kerri Garvin seconded. Beth Shellman covered the details of the resolution noting the following changes: 1) a decrease in the employee and elected official raise from 7-percent to 5-percent; 2) removal of the longevity pay language related to the elected clerk-treasurer; 3) reducing the wage range for the town manager position; and 4) eliminating the consultant portion of section 4. Board members expressed concern about the impact reducing the salary range for the Town Manager would have on getting the right person hired for the job. After no further discussion, the motion carried 3-0.



Anthony Ramey made a motion to approve a vehicle/equipment sales agreement with Hitzfield Landscaping Inc. for the purchase of a 4300 International dump truck in the amount of \$65,000 and a Veritech 1,100-gallon de-icing sprayer unit in the amount of \$15,000.00, with the water utility and the sewer utility each covering one-third of the overall expense. Michael Stamets seconded. Ryan Schwab noted that both items were included in the 2024 budget and both items came in under the estimated value in the budget. After no further discussion, the motion carried 3-0.

Michael Stamets made a motion to approve payment in the amount of \$400.00 for utility employee Tyler Chesney to take a Water Exam Review Course with the Alliance of Indiana Rural Water. Kerri Garvin seconded. Motion carried 3-0.

Anthony Ramey made a motion to approve the 2024 meeting schedule as presented with the following changes: 1) the dates needed changed from 2023 to 2024; and 2) the January meeting would fall on the same date as the Town Council's first meeting date of 2024. Michael Stamets seconded. Motion carried 3-0.

Michael Stamets made a motion to approve the 2024 Utility Service Board budget as presented. Anthony Ramey seconded. Motion carried 3-0.

Anthony Ramey made a motion to approve a proposal from MC Wheeler in the amount of \$12,798.00 for chemical cleaning of wells 4 and 6. Michael Stamets seconded. Motion carried 3-0.

## **NEW BUSINESS**

Outside of the items listed under Board Action, the following new business was brought forth:

- Derek Frederickson provided the board with an update the town's 5-year water capital asset plan, which calls for an estimated \$23 million in improvements to the water utility. He then introduced Steve Carter of Krohn & Associates who is working on the financial plan to accompany the asset plan. Carter detailed the estimated financial options, noting that a potential rate hike estimated at 35-40 percent may be needed. He wanted some opinions from the council on installing an area connection fee and what that amount would be. Board members offered a few different options for an area connection fee and would also like to see if the asset plan could be spread out beyond the 5-year plan. Carter plans to bring back an analysis with a variety of options for the town to consider.

## **OLD BUSINESS**

Outside of the items listed under Board Action, no other old business was brought forth.

## **REPORTS**

Clerk-Treasurer Ryan Schwab had no further report.

Town Manager Beth Shellman handed out a copy of her report and highlighted the following items:

- Applications for the Town Manager opening is being taken until December 8, 2023. Applications for the two openings for outside employees are being taken until December 22, 2023. The hiring committee will report recommendations to the USB and the Town Council.

Outside of items listed under Board Action, Derek Frederickson of Engineering Resources Inc. had the following report:

- As part of the Carroll Road reconstruction project, he is suggesting that the town add a new "Welcome to Huntertown" sign on the south side of Carroll Road at the town limits. He presented the board with a sample of four design options and would like input from the board. He would like to add the sign to the scope of the project before construction begins.



## **PUBLIC COMMENT**

None were brought forth.

Anthony Ramey made a motion to adjourn. Michael Stamets seconded. Motion passed with a voice vote and the meeting adjourned at 6:07 p.m.

Attest: \_\_\_\_\_

Kerri Garvin  
President

Ryan Schwab  
Clerk Treasurer



**TYPICAL STREET SECTION**  
(BASE TO DRAIN)

#### LEGAL DESCRIPTION:

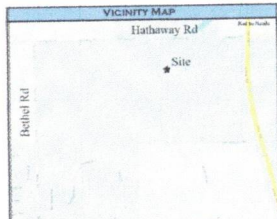
[illegible]

#### PROPOSED FEATURES LEGEND



GENERAL SITE PLAN NOTES:

- [illegible]



A. Langstaff, New Haven, Conn., while at work for the Government, was the property of N.E.S. Engineering, Inc., and was provided for use by the said property. None of the patents, designs, secret plans, etc., and in fact for any patent, etc., is applicable for any work done under the suggested number system of N.E.S. Engineering, Inc. The work may be provided a patent issued for "invention" and "invention" in connection with the product.

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www.mlweb111.com

**Merger Office**  
275 Tustin Drive  
Beverly, CA 92722  
Phone: (949) 962-1346  
www.mlweb111.com

PREPARED FOR:

Oakmont Development  
Company II LLC  
9601 Coldwater Rd.  
Fort Wayne, IN 46825  
(260) 489-2000

REVISIONS:

Sonora Townhomes  
Hathaway Road  
Fort Wayne, Indiana 46818  
Primary Plat  
Site Plan

Date: 12-16-2022  
Design By: JJS  
Checked By: DJS  
Project No: 22106677

PP-1



**SPECIAL CONTRACT FOR EXTENSION OF SANITARY SEWER AND  
WATER MAINS IN – SONORA TOWNHOMES**

THIS SPECIAL CONTRACT FOR EXTENSION OF SANITARY SEWER AND WATER MAINS ("Special Contract"), executed as of this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_ by and between the TOWN OF HUNTERTOWN, INDIANA, an Indiana Municipal Corporation (the "Town" or "Huntertown"), acting by and through its UTILITY SERVICE BOARD (the "USB"), which operates the HUNTERTOWN SANITARY SEWER UTILITY and the HUNTERTOWN WATER TREATMENT UTILITY. (the "Utility"), a municipal sewer and water utility, and **OAKMONT DEVELOPMENT CO. II, LLC.**, hereinafter ("Developer"),

WITNESSETH:

WHEREAS, Developer owns or controls real estate in the Town, more particularly described as **Sonora Townhomes primary plat** and made a part hereof (the "Real Estate");

WHEREAS, Developer is currently in the process of developing the Real Estate into a residential development to be commonly known as Sonora Townhomes (74 lots) (the "Development") within which there will be a residential subdivision ("New Subdivision") platted consisting seventy-four (74) equivalent residential units ("ERUs");

WHEREAS, the Utility is a municipal utility which has an Exclusive Sewer Service Territory ("ESST") as established by Huntertown Ordinance and confirmed by the Indiana Utility Regulatory Commission ("Commission") to provide sanitary sewage disposal services to the area in which the New Subdivision will be located;

WHEREAS, the Utility is a municipal utility which has Exclusive Water Treatment and Distribution Territory ("EWTD") as established by Huntertown Ordinance and confirmed by the Indiana Department of Environmental Management ("IDEM") to provide public water supply services to the area in which the New Subdivision will be located;

WHEREAS, the parties acknowledge that this Special Contract and the extension of sanitary sewage disposal and water distribution facilities hereunder arise out of circumstances which are out of the ordinary (due, in part, to the substantially undeveloped nature of the area in which the New Subdivision is to be located, the substantial development proposed by the Developer requiring an extensive distribution and collection system, and that fact that heretofore no sanitary sewage disposal and water distribution facilities or services in said area have existed),

and the parties desire to provide for the extension of such facilities by special contract pursuant to 170 IAC 8.5-4-39, upon and subject to the terms and conditions herein provided;

WHEREAS, the parties recognize the area within the Utility's ESST and EWTDT is experiencing extremely rapid growth, creating demand for the extension of sanitary sewage disposal and water distribution facilities;

WHEREAS the Utility wishes to cooperate with Developer and others within its ESST and EWTDT and is willing to allow Developer to construct extensions of the Utility's sanitary sewer and water distribution mains by private contractors; and

WHEREAS the Utility has not requested that the Developer upsize the proposed infrastructure to create additional capacity beyond what is needed for the Development. If it is determined by the Utility that upsizing is needed, the Utility agrees to pay for requested upsizing and the cost of which is further agreed to between the private contractor of the Developer and the Utility.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements to be kept and performed hereunder, including the aforesaid recitals which shall be incorporated herein by reference and construed as terms of this Special Contract with full force and effect equal to the following terms, the parties hereto agree as follows:

1. Application for Extension of Facilities. Developer hereby applies to the Utility for the extension of sanitary sewage disposal and water distribution facilities sufficient to satisfy the projected future demands, as projected by the Developer, of the Development which the Developer proposes to construct, and requests such extensions from the Utility in accordance with the terms and conditions of this Special Contract and the rules and regulations of the Utility. The Utility hereby agrees to allow the extension of sanitary sewage disposal and water distribution facilities subject to such rules and regulations, and subject to the terms and conditions of this Special Contract. The number of ERU's approved by the USB is permanent capacity reserved for the New Subdivision. Developer is not permitted to sell or transfer capacity to another Developer without the consent of the Utility.

2. Construction of the Development Collection and Distribution Systems.

a. Local Collection and Distribution System: Plans and Specifications. Developer shall design, construct and install, at Developer's expense, an extension of the Utility's sanitary and water mains and facilities within the New Subdivision (the "Local Collection and Distribution System") to be shown on the construction plans for the Local Collection and Distribution System (the "Local Plans"). The



Local Collection and Distribution System shall consist of interceptor sewer and water mains, main extensions, lateral stubs and other appurtenances and equipment necessary to allow for the future provision of sanitary sewage disposal and water distribution services to the Development in accordance with the Utility's standards. The parties agree that the Local Plans shall be prepared at the Developer's expense by a licensed engineering firm.

- b. The parties acknowledge that the New Subdivision is part of the Development, and therefore the Local Collection and Distribution System may be constructed in phases. In accordance with the Town's Development Ordinance, and the Commission's main extension rule 170 IAC 8.5-4-28(b), the Local Collection and Distribution System shall be constructed in accordance with the adopted town standards. The Local Plans for each phase shall be acceptable to the Utility, and must be submitted to, and approved by, the Utility prior to construction of each respective phase of the Local Collection and Distribution System. Upon approval by the Utility, the Local Plans shall become a part of this Special Contract. The costs to obtain such permits shall be paid by the Developer.
- c. Compliance with Plans and Specifications. The Developer agrees to design, construct, install the Local Collection and Distribution System in accordance with the Town's Standard's and Specifications, Huntertown Ordinance 12-003, and such other ordinances for developments within the Town's exclusive sanitary sewer and water service territory, as may be amended from time to time, and in accordance with the Local Plans. Developer also agrees and acknowledges that the Local Plans, and the Standards and Specifications for the Local Collection and Distribution System, or any part thereof, must be submitted to and approved by the Indiana Department of Environmental Management ("IDEM"), or other governmental bodies prior to commencing construction and installation of the Local Collection and Distribution System, or any part thereof.
- d. Technical Review. Construction shall not be commenced on the Local Collection and Distribution System, or any part thereof, until Developer has obtained approval from the Utility following a technical review by the Utility's engineer and Utility personnel of the plans for sanitary sewer and water utilities proposed by Developer for the Local Collection and Distribution System, and Developer has complied with any modifications specified in the technical review letter needed to comply with the Town of Huntertown Standards and Specifications as last amended, and Title 327 of the Indiana Administrative Code, Articles 3 and 8 for the proposed sanitary sewer and water main extensions.

3. Requirements for Construction Release. Upon satisfactory completion of the Technical Review process, the Developer is eligible for a Construction Release.



4. Inspection and Testing. During construction, the Local Collection and Distribution System, or any respective phase thereof, shall be subject to inspection by the Utility to ensure compliance with the Standards and Specifications approved by the Utility. Developer agrees to the Utility rules and regulations pertaining to the 4% Construction Inspection Fee to cover the cost of normal inspections, not including weekends, holidays or reconstruction of non-compliant facilities.

5. Connection Fees and Charges. Developer acknowledges and agrees that at the time of connection of each lot or parcel in the Development all connection fees and charges as adopted and authorized by Ordinances and Resolutions of the Utility shall be paid. This may include a System Development Charge in addition to a connection fee.

6. Waiver of Refunds. The parties expressly agree, and Developer acknowledges that in this Special Contract it has irrevocably waived any right to any "refund" as defined in 170 IAC 8.5-4-18, including a 3-year Revenue Allowance, as a result of the construction of the Local Collection and Distribution System, any sanitary sewer or water mains and facilities within the Development, whenever constructed, or to any revenue allowance, refund or other payment by reason of the connection of any main extensions or connections for service therefrom.

7. Developer Warranties. The Developer does hereby warrant that as of the date of this Special Contract:

- a. Oakmont Development Co., II, LLC is a Domestic For-Profit Corporation organized and validly existing under the laws of the State of Indiana, with the requisite capacity and legal authority to enter into the Special Contract for Extension of Sanitary Sewer and Water Mains and Facilities.
- b. Jeffrey M. Thomas, Managing Member of Oakmont Development Co., II, LLC., has the requisite legal capacity and authority to execute this Special Contract on behalf of Oakmont Development Co., II, LLC.
- c. When properly executed, this Special Contract will constitute a valid and binding obligation on the part of Oakmont Development Co., II, LLC with respect to the performance of all actions required under this Special Contract; and
- d. To the best of the Developer's knowledge and belief, the consummation of the transactions contemplated by this Contract and the performance of this Special Contract will not result in any breach of, or constitute any default under, any law, regulation or order of a governmental body or court having jurisdiction, any bank loan, credit agreement, or any other instrument to which the Developer is a party or by which it may be bound or affected.

8. Default by Developer. Each of the following events by, or applicable to the Developer shall constitute an "Event of Default" by the Developer:

- A. The dissolution, or otherwise ceasing to maintain in effect the existence, qualification and authority, of Developer for more than thirty (30) days;
- B. The failure to observe or perform any of the Developer's obligations under the other terms, covenants or conditions of this Special Contract; or the failure to observe and perform any and all obligations and provisions of the published rules and regulations of the Utility or the Indiana Department of Environmental Management from time to time in effect, or the rules and regulations of the Commission from time to time in effect, or the laws of the State of Indiana as they pertain to sanitary sewage disposal and water distribution service and all matters related thereto, which failure persists for more than thirty (30) days;
- C. The filing by Developer in any court pursuant to any statute, either of the United States or any state, of a petition for bankruptcy or insolvency, or for reorganization, or for an arrangement, or for the appointment of a receiver or trustee or similar official of all or a portion of such Developer's property, or for the liquidation or winding-up of such Developer's affairs; or an assignment by such Developer for the benefit of creditors;
- D. The filing against the Developer in any court, pursuant to any statute, either of the United States or of any state, of a petition in bankruptcy or insolvency, or for reorganization, or for appointment of a receiver or trustee or similar official of all or a portion of such Developer's property, or for the liquidation or winding-up of such Developer's affairs, if within sixty (60) days after the commencement of any such proceeding, such petition or other action shall not have been dismissed or stayed;
- E. The taking by any party of the interest of the Developer in the Development, or any part thereof, upon foreclosure, levy, execution, attachment or other process of law or equity, or any transfer in lieu thereof.

Upon the occurrence of any Event of Default under this Special Contract by the Developer, the Utility may:

- A. Accelerate the full unpaid balance of the aggregate indebtedness payable by Developer under this Special Contract;
- B. Withhold its own performance hereunder, including, without limitation, ceasing any construction of sewer plant and facilities, or ceasing to reserve capacity as herein provided, or withholding the provision of sanitary sewage disposal service to the Developer's Development;



- C. Collect from the Developer all costs and expenses, including attorneys', architects' and engineers' fees, incurred or suffered by the Utility in connection with this Special Contract and the enforcement of the Utility's rights hereunder; and
- D. Pursue any other legal or equitable remedy available for the enforcement of its rights hereunder. The remedies available to the Utility shall be cumulative and the exercise of any one or more remedies shall not preclude or waive the exercise of any other remedy or the later exercise of the same remedy.

9. Indemnification. The Developer hereby indemnifies and holds harmless the Utility from any and all damages, claims, liens or liabilities whatsoever arising from any work performed, or accident or injury, or any other matter whatsoever, caused to any person, firm, corporation or other entity, in, on or about the Development or arising out of the Development or the operations in connection therewith or arising out of the construction, operation, maintenance, and repair of the Local Collection and Distribution System. The indemnification herein provided shall include, without limitation, all costs, attorneys' fees, expenses and liabilities incurred in connection with any such damages, claims, liens or liabilities or any action or proceeding brought thereon.

10. Notice. All notices or other communications required to be given hereunder shall be given in writing and shall be deemed to have been fully given on the date delivered, if delivered personally, or on the date mailed, if mailed by first-class United States Postage, postage prepaid, to the following address:

The Utility:

Huntertown Utility Service Board  
c/o Huntertown Town Manager  
Huntertown Town Hall  
15617 Lima Road  
Huntertown, IN 46748

Developer:

Oakmont Development Co., II, LLC  
c/o Jeffrey M. Thomas, Managing Member  
9601 Coldwater Rd  
Fort Wayne, IN 46845

Notice delivered to the Developer's address above shall be deemed notice to the Developer.

11. Successors. The covenants, agreements and obligations herein contained shall extend to, bind and inure to the benefit of not only the parties hereto, but to their respective personal representatives, heirs (if applicable), successors and assigns.

12. No Waiver: Severability. The consent or waiver, express or implied, by the Utility to, or of any Event of Default or non-performance of, any matter hereunder shall not be construed as a consent or waiver to or of any other Event of Default or non-performance of the same or any



other matter. If any portion of this Special Contract is invalid or unenforceable under applicable law, the remaining portions of the Special Contract shall not be affected thereby and shall nonetheless remain valid and enforceable; provided, however, that if in the reasonable opinion of Utility, the Special Contract fails of its essential purpose as a result of the severed provision(s), the Utility shall have the right to terminate the Special Contract.

13. Cooperation With Governmental Bodies. In consideration for the promises made by the Utility herein, the Developer agrees to cooperate and support the Utility, to the extent necessary in the Utility's sole judgment, before the Indiana Department of Environmental Management and any other agency or governmental body, with respect to the subject matter hereof.

14. Further Assurances. The parties hereto agree that they will cooperate with each other and will execute and deliver, or cause to be executed and delivered, all such other documents and instruments, and will take all such other actions, as the other party hereto may reasonably request from time to time to effectuate the provisions and purposes of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed, or have caused their duly authorized representatives to execute, this Special Contract as of the date first written above.

TOWN OF HUNTERTOWN, INDIANA  
UTILITY SERVICE BOARD

OAKMONT DEVELOPMENT CO., II, LLC

By: \_\_\_\_\_  
Tony Ramey, USB President

By: \_\_\_\_\_  
Jeffrey M. Thomas, Managing Member

By: \_\_\_\_\_  
Zack Kerley, USB Member

By: \_\_\_\_\_  
, USB Member



## Town of Huntertown - 2023

15617 Lima Road \* PO Box 95 \* Huntertown, IN 46748  
Phone (260)637-5058 \* [www.huntertown.org](http://www.huntertown.org) \* Fax  
(260)637-5891

### HUNTERTOWN APPLICATION FOR NEW WATER AND SEWER SERVICES

All requests for new water and sewer service shall be made to the Huntertown Utility Service Board for their approval before any connections can be made to Huntertown Utilities. This form shall be completed in its entirety, signed by the property owner, and presented to Huntertown for placement on the agenda for the next available meeting of the USB for their consideration and approval.

#### Request For:

New Water / Sewer Service ☐  
Water Main Extension ☒  
Sewer Main Extension ☒

#### Property Owner Information:

Name: BD DevCo. Indiana LP (Troy Dyer,  
Authorized Signatory)  
Address: PO Box 174 South Milford, IN 46786  
Phone: 602-410-2269/260-579-0222  
E-mail: [blochert@bddev.com](mailto:blochert@bddev.com)/[Tdyer@bddev.com](mailto:Tdyer@bddev.com)

#### Developer / Responsible Party:

Company: BD DevCo. Indiana LP  
Contact Person: Troy Dyer/Brendon Lochert  
Address: PO Box 174 South Milford, IN 46786  
Phone: 602-410-2269/260-579-0222  
E-mail: [blochert@bddev.com](mailto:blochert@bddev.com)/[Tdyer@bddev.com](mailto:Tdyer@bddev.com)

#### Engineer Information:

Company: Engineering Resources, Inc.  
Contact Person: Ken Dunn  
Address: 4175 New Vision Dr  
Phone: 260-490-1025  
e-mail: [Ken@eri.consulting](mailto:Ken@eri.consulting)

#### Single Lot / Service<sup>1</sup>:

Number of Bedrooms N/A  
Number of Bathrooms N/A  
Existing Well? Y/N No  
Existing Septic? Y/N No

Property Owner / Development Name:

Copper Creek Shops

Location / Address: 1955 Copper Mine Pkge.

Number of Sewer Connections: Max 8 future commercial lots (will pay individual tap fees when developed)

Number of Water Connections: Max 8 future commercial lots (will pay individual tap fees when developed)

[Signature] 10/09/2023  
Property Owner Signature Date

**Purpose of Request:** (Attach additional pages if needed)

To provide the proposed medical office building with water and sanitary sewer service

### APPROVALS

Utility Service Board Conditional Approval of Service<sup>2</sup>

[Signature] 12-4-23  
Signature Date

Utilities Representative Technical Review Approval

Signature Date

\* Two (2) years to start  
\* Sign Special Contract

\* Meet Technical Review Requirements

<sup>1</sup> Attach a general map of the property and how the home will sit on said property. Show where the water/sewer enters & exits the home.

<sup>2</sup> Technical review and approval required by the Town Utility Superintendent or town designated representative

**SPECIAL CONTRACT FOR EXTENSION OF  
SANITARY SEWER AND WATER MAINS IN  
COPPER CREEK SHOPS**

THIS SPECIAL CONTRACT FOR EXTENSION OF SANITARY SEWER AND WATER MAINS ("Special Contract"), executed as of this 8<sup>TH</sup> day of January, 2024 by and between the TOWN OF HUNTERTOWN, INDIANA, an Indiana Municipal Corporation (the "Town" or "Huntertown"), acting by and through its UTILITY SERVICE BOARD (the "USB"), which operates the HUNTERTOWN SANITARY SEWER UTILITY and the HUNTERTOWN WATER TREATMENT UTILITY. (the "Utility"), a municipal sewer and water utility, and BD DEVCO. INDIANA LP, hereinafter ("Developer"),

WITNESSETH:

WHEREAS, Developer owns or controls real estate in the Town, more particularly described in the primary development plan of Copper Creek Shops (the "Real Estate");

WHEREAS, Developer is currently in the process of developing the Real Estate into an 9-lot commercial development to be commonly known as Copper Creek Shops (the "Development") within which there will be a commercial subdivision ("New Subdivision") platted consisting of a total of eight (8) equivalent commercial units ("ERUs");

WHEREAS, the Utility is a municipal utility which has an Exclusive Sewer Service Territory ("ESST") as established by Huntertown Ordinance and confirmed by the Indiana Utility Regulatory Commission ("Commission") to provide sanitary sewage disposal services to the area in which the New Subdivision will be located;

WHEREAS, the Utility is a municipal utility which has Exclusive Water Treatment and Distribution Territory ("EWTD") as established by Huntertown Ordinance and confirmed by the Indiana Department of Environmental Management ("IDEM") to provide public water supply services to the area in which the New Subdivision will be located;

WHEREAS, the parties acknowledge that this Special Contract and the extension of sanitary sewage disposal and water distribution facilities hereunder arise out of circumstances which are out of the ordinary (due, in part, to the substantially undeveloped nature of the area in which the New Subdivision is to be located, the substantial development proposed by the Developer requiring an extensive distribution and collection system, and that fact that heretofore no sanitary sewage disposal and water distribution facilities or services in said area have existed), and the parties desire to provide for the extension of such facilities by special contract pursuant to 170 IAC 8.5-4-39, upon and subject to the terms and conditions herein provided;

Copper Creek Shops  
Special Contract  
January 8, 2024



WHEREAS, the parties recognize the area within the Utility's ESST and EWTDT is experiencing rapid growth, creating unusually high demand for the extension of sanitary sewage disposal and water distribution facilities;

WHEREAS the Utility wishes to cooperate with Developer and others within its ESST and EWTDT and is willing to allow Developer to construct extensions of the Utility's sanitary sewer and water distribution mains by private contractors; and

WHEREAS the Utility has not requested that the Developer upsize the proposed infrastructure to create additional capacity beyond what is needed for the Development. In the event the Utility requests upsizing of infrastructure, the Utility agrees to pay for requested upsizing after the cost of which is further agreed to between the private contractor of the Developer and the Utility.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements to be kept and performed hereunder, including the aforesaid recitals which shall be incorporated herein by reference and construed as terms of this Special Contract with full force and effect equal to the following terms, the parties hereto agree as follows:

1. Application for Extension of Facilities. Developer hereby applies to the Utility for the extension of sanitary sewage disposal and water distribution facilities sufficient to satisfy the projected future demands, as projected by the Developer, of the Development which the Developer proposes to construct, and requests such extensions from the Utility in accordance with the terms and conditions of this Special Contract and the rules and regulations of the Utility. The Utility hereby agrees to allow the extension of sanitary sewage disposal and water distribution facilities subject to such rules and regulations, and subject to the terms and conditions of this Special Contract.
2. Construction of the Development Collection and Distribution Systems.
  - a. Local Collection and Distribution System: Plans and Specifications. Developer shall design, construct and install, at Developer's expense, an extension of the Utility's sanitary and water mains and facilities within the New Subdivision (the "Local Collection and Distribution System") to be shown on the construction plans for the Local Collection and Distribution System (the "Local Plans"). The Local Collection and Distribution System shall consist of interceptor sewer and water mains, main extensions, lateral stubs and other appurtenances and equipment necessary to allow for the future provision of sanitary sewage disposal and water distribution services to the Development in accordance with the

Utility's standards. The parties agree that the Local Plans shall be prepared at the Developer's expense by a licensed engineering firm.

- b. The parties acknowledge that the New Subdivision is part of the Development, and therefore the Local Collection and Distribution System may be constructed in phases. In accordance with the Town's Development Ordinance, and the Commission's main extension rule 170 IAC 8.5-4-28(b), the Local Collection and Distribution System shall be constructed to the end of the lot or frontage of the most remote lot to be served. The Local Plans for each phase shall be acceptable to the Utility, and must be submitted to, and approved by, the Utility prior to construction of each respective phase of the Local Collection and Distribution System. Upon approval by the Utility, the Local Plans shall become a part of this Special Contract. The costs to obtain such permits shall be paid by the Developer.
- c. Compliance with Plans and Specifications. The Developer agrees to design, construct, install the Local Collection and Distribution System in accordance with the Town's Standard's and Specifications, Huntertown Ordinance 12-003, and such other ordinances for developments within the Town's exclusive sanitary sewer and water service territory, as may be amended from time to time, and in accordance with the Local Plans. Developer also agrees and acknowledges that the Local Plans, and the Standards and Specifications for the Local Collection and Distribution System, or any part thereof, must be submitted to and approved by the Indiana Department of Environmental Management ("IDEM"), or other governmental bodies prior to commencing construction and installation of the Local Collection and Distribution System, or any part thereof.
- d. Technical Review. Construction shall not be commenced on the Local Collection and Distribution System, or any part thereof, until Developer has obtained approval from the Utility following a technical review by the Utility's engineer and Utility personnel of the plans for sanitary sewer and water utilities proposed by Developer for the Local Collection and Distribution System, and Developer has complied with any modifications specified in the technical review letter needed to comply with the Town of Huntertown Standards and Specifications as last amended, and Title 327 of the Indiana Administrative Code, Articles 3 and 8 for the proposed sanitary sewer and water main extensions.

3. Requirements for Construction Release. Upon satisfactory completion of the Technical Review process, the Developer is eligible for a Construction Release.

4. Inspection and Testing. During construction, the Local Collection and Distribution System, or any respective phase thereof, shall be subject to inspection by the Utility to ensure



compliance with the Standards and Specifications approved by the Utility. Developer agrees to the Utility rules and regulations pertaining to the 4% Construction Inspection Fee to cover the cost of normal inspections, not including weekends, holidays or reconstruction of non-compliant facilities.

5. Connection Fees and Charges. Developer acknowledges and agrees to pay all connection fees and charges as adopted and authorized by Ordinances and Resolutions of the Utility. This may include a System Development Charge in addition to a connection fee.

6. Waiver of Refunds. The parties expressly agree, and Developer acknowledges that in this Special Contract it has irrevocably waived any right to any "refund" as defined in 170 IAC 8.5-4-18, including a 3-year Revenue Allowance, as a result of the construction of the Local Collection and Distribution System, any sanitary sewer or water mains and facilities within the Development, whenever constructed, or to any revenue allowance, refund or other payment by reason of the connection of any main extensions or connections for service therefrom.

7. Developer Warranties. The Developer does hereby warrant that as of the date of this Special Contract:

- a. BD DevCo. Indiana LP is a Domestic For-Profit Corporation organized and validly existing under the laws of the State of Indiana, with the requisite capacity and legal authority to enter into the Special Contract for Extension of Sanitary Sewer and Water Mains and Facilities.
- b. Troy Dyer, General Partner's Authorized Signatory has the requisite legal capacity and authority to execute this Special Contract on behalf of BD DevCo. Indiana LP.
- c. When properly executed, this Special Contract will constitute a valid and binding obligation on the part of BD DevCo. Indiana LP, with respect to the performance of all actions required under this Special Contract; and
- d. To the best of the Developer's knowledge and belief, the consummation of the transactions contemplated by this Contract and the performance of this Special Contract will not result in any breach of, or constitute any default under, any law, regulation or order of a governmental body or court having jurisdiction, any bank loan, credit agreement, or any other instrument to which the Developer is a party or by which it may be bound or affected.

8. Default by Developer. Each of the following events by, or applicable to the Developer shall constitute an "Event of Default" by the Developer:



- A. The dissolution, or otherwise ceasing to maintain in effect the existence, qualification and authority, of Developer for more than thirty (30) days;
- B. The failure to observe or perform any of the Developer's obligations under the other terms, covenants or conditions of this Special Contract; or the failure to observe and perform any and all obligations and provisions of the published rules and regulations of the Utility or the Indiana Department of Environmental Management from time to time in effect, or the rules and regulations of the Commission from time to time in effect, or the laws of the State of Indiana as they pertain to sanitary sewage disposal and water distribution service and all matters related thereto, which failure persists for more than thirty (30) days;
- C. The filing by Developer in any court pursuant to any statute, either of the United States or any state, of a petition for bankruptcy or insolvency, or for reorganization, or for an arrangement, or for the appointment of a receiver or trustee or similar official of all or a portion of such Developer's property, or for the liquidation or winding-up of such Developer's affairs; or an assignment by such Developer for the benefit of creditors;
- D. The filing against the Developer in any court, pursuant to any statute, either of the United States or of any state, of a petition in bankruptcy or insolvency, or for reorganization, or for appointment of a receiver or trustee or similar official of all or a portion of such Developer's property, or for the liquidation or winding-up of such Developer's affairs, if within sixty (60) days after the commencement of any such proceeding, such petition or other action shall not have been dismissed or stayed;
- E. Abandonment of the Development for a period of one hundred eighty (180) days or more; or
- F. The taking by any party of the interest of the Developer in the Development, or any part thereof, upon foreclosure, levy, execution, attachment or other process of law or equity, or any transfer in lieu thereof.

Upon the occurrence of any Event of Default under this Special Contract by the Developer, the Utility may:

- A. Accelerate the full unpaid balance of the aggregate indebtedness payable by Developer under this Special Contract;
- B. Withhold its own performance hereunder, including, without limitation, ceasing any construction of sewer plant and facilities, or ceasing to reserve capacity as herein provided, or withholding the provision of sanitary sewage disposal service to the Developer's Development;

- C. Collect from the Developer all costs and expenses, including attorneys', architects' and engineers' fees, incurred or suffered by the Utility in connection with this Special Contract and the enforcement of the Utility's rights hereunder; and
- D. Pursue any other legal or equitable remedy available for the enforcement of its rights hereunder. The remedies available to the Utility shall be cumulative and the exercise of any one or more remedies shall not preclude or waive the exercise of any other remedy or the later exercise of the same remedy.

9. Indemnification. The Developer hereby indemnifies and holds harmless the Utility from any and all damages, claims, liens or liabilities whatsoever arising from any work performed, or accident or injury, or any other matter whatsoever, caused to any person, firm, corporation or other entity, in, on or about the Development or arising out of the Development or the operations in connection therewith or arising out of the construction, operation, maintenance, and repair of the Local Collection and Distribution System. The indemnification herein provided shall include, without limitation, all costs, attorneys' fees, expenses and liabilities incurred in connection with any such damages, claims, liens or liabilities or any action or proceeding brought thereon.

10. Notice. All notices or other communications required to be given hereunder shall be given in writing and shall be deemed to have been fully given on the date delivered, if delivered personally, or on the date mailed, if mailed by first-class United States Postage, postage prepaid, to the following address:

The Utility:  
Huntertown Utility Service Board  
c/o Huntertown Town Manager  
PO Box 95  
Huntertown, IN 46748

Developer:  
BD DevCo. Indiana LP  
c/o Troy Dyer  
PO Box 174  
South Milford, IN 46786

Notice delivered to the Developer's address above shall be deemed notice to the Developer.

11. Successors. The covenants, agreements and obligations herein contained shall extend to, bind and inure to the benefit of not only the parties hereto, but to their respective personal representatives, heirs (if applicable), successors and assigns.

12. No Waiver: Severability. The consent or waiver, express or implied, by the Utility to, or of any Event of Default or non-performance of, any matter hereunder shall not be construed as a consent or waiver to or of any other Event of Default or non-performance of the same or any other matter. If any portion of this Special Contract is invalid or unenforceable under applicable law, the remaining portions of the Special Contract shall not be affected thereby and shall

nonetheless remain valid and enforceable; provided, however, that if in the reasonable opinion of Utility, the Special Contract fails of its essential purpose as a result of the severed provision(s), the Utility shall have the right to terminate the Special Contract.

13. Cooperation With Governmental Bodies. In consideration for the promises made by the Utility herein, the Developer agrees to cooperate and support the Utility, to the extent necessary in the Utility's sole judgment, before the Indiana Department of Environmental Management and any other agency or governmental body, with respect to the subject matter hereof.

14. Further Assurances. The parties hereto agree that they will cooperate with each other and will execute and deliver, or cause to be executed and delivered, all such other documents and instruments, and will take all such other actions, as the other party hereto may reasonably request from time to time to effectuate the provisions and purposes of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed, or have caused their duly authorized representatives to execute, this Special Contract as of the date first written above.

TOWN OF HUNTERTOWN, INDIANA  
UTILITY SERVICE BOARD

BD DEVCO, INDIANA LP

By: \_\_\_\_\_  
Tony Ramey, USB President

By:  \_\_\_\_\_  
Troy Dyer, General Partner's Authorized Signatory





## Town of Huntertown - 2023

15617 Lima Road \* PO Box 95 \* Huntertown, IN 46748  
Phone (260)637-5058 \* [www.huntertown.org](http://www.huntertown.org) \* Fax (260)637-5891

### HUNTERTOWN APPLICATION FOR NEW WATER AND SEWER SERVICES

All requests for new water and sewer service shall be made to the Huntertown Utility Service Board for their approval before any connections can be made to Huntertown Utilities. This form shall be completed in its entirety, signed by the property owner, and presented to Huntertown for placement on the agenda for the next available meeting of the USB for their consideration and approval.

#### Request For:

New Water / Sewer Service	<input checked="" type="checkbox"/>
Water Main Extension	<input type="checkbox"/>
Sewer Main Extension	<input type="checkbox"/>

#### Property Owner Information:

Name: Northwest Allen County Schools  
Address: 13119 Coldwater Rd.  
Phone: 260-637-3155  
E-mail: Brandon.Bitting@nacs.k12.in.us

#### Developer / Responsible Party:

Company: Northwest Allen County Schools  
Contact Person: Brandon F Bitting  
Address: 13119 Coldwater Road  
Phone: 260-637-0064  
E-mail: Brandon.Bitting@nacs.k12.in.us

#### Engineer Information:

Company: Commonwealth Engineers, Inc.  
Contact Person: Ben Adams  
Address: 9604 Coldwater Road, Suite 203  
Phone: 260-494-3223  
e-mail: badams@contactcei.com

#### Single Lot / Service<sup>1</sup>:

Number of Bedrooms	<u>N/A</u>
Number of Bathrooms	<u>N/A</u>
Existing Well?	<u>Y/N</u>
Existing Septic?	<u>Y/N</u>

Property Owner / Development Name:

Northwest Allen County Schools / Willow Creek Middle School

Location / Address:

3550 W Shoaff Road, Huntertown, IN 46748

Number of Sewer Connections: 1

Number of Water Connections: 1

Ben 12 11-20-23  
Property Owner Signature Date

**Purpose of Request:** (Attach additional pages if needed)

To provide sewer and water services to a new middle school.

### APPROVALS

**Utility Service Board Conditional Approval of Service<sup>2</sup>**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Utilities Representative Technical Review Approval**

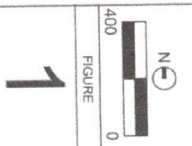
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

<sup>1</sup> Attach a general map of the property and how the home will sit on said property. Show where the water/sewer enters & exits the home.

<sup>2</sup> Technical review and approval required by the Town Utility Superintendent or town designated representative





NORTHWEST ALLEN COUNTY SCHOOLS  
NEW MIDDLE SCHOOL SCHOOL

STORM WATER POLLUTION PREVENTION PLAN  
LOCATION MAP, VICINITY MAP, REFERENCE PLAT





**SPECIAL CONTRACT FOR EXTENSION OF SANITARY SEWER AND  
WATER MAINS to WILLOW CREEK MIDDLE SCHOOL – 3550 W SHOAFF RD**

THIS SPECIAL CONTRACT FOR EXTENSION OF SANITARY SEWER AND WATER MAINS ("Special Contract"), executed as of this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_ by and between the TOWN OF HUNTERTOWN, INDIANA, an Indiana Municipal Corporation (the "Town" or "Huntertown"), acting by and through its UTILITY SERVICE BOARD (the "USB"), which operates the HUNTERTOWN SANITARY SEWER UTILITY and the HUNTERTOWN WATER TREATMENT UTILITY. (the "Utility"), a municipal sewer and water utility, and **NORTHWEST ALLEN COUNTY SCHOOLS**, hereinafter ("Developer"),

WITNESSETH:

WHEREAS, Developer owns or controls real estate near the Town, commonly known as 3550 W Shoaff Road, containing 32.92 acres in Eel River Township and 51.12 acres in Perry Township, Allen County, Indiana (the "Real Estate");

WHEREAS, Developer is currently in the process of developing the Real Estate into a public school (the "Development") within which there will be a Middle School building ("New Subdivision") platted consisting of (750 pupils x 15 gpd/pupil / 310 ERU/gpd = 37 ERU's and 1000 pupils x 15 gpd/pupil / 310 ERU/gpd = 49 ERU's) a maximum of 49 equivalent residential units ("ERUs");

WHEREAS, the Utility is a municipal utility which has an Exclusive Sewer Service Territory ("ESST") as established by Huntertown Ordinance and confirmed by the Indiana Utility Regulatory Commission ("Commission") to provide sanitary sewage disposal services to the area in which the New Subdivision will be located;

WHEREAS, the Utility is a municipal utility which has Exclusive Water Treatment and Distribution Territory ("EWTDT") as established by Huntertown Ordinance and confirmed by the Indiana Department of Environmental Management ("IDEM") to provide public water supply services to the area in which the New Subdivision will be located;

WHEREAS, the parties acknowledge that this Special Contract and the extension of sanitary sewage disposal and water distribution facilities hereunder arise out of circumstances which are out of the ordinary (due, in part, to the substantially undeveloped nature of the area in which the New Subdivision is to be located, the substantial development proposed by the Developer requiring an extensive distribution and collection system, and that fact that heretofore



no sanitary sewage disposal and water distribution facilities or services in said area have existed), and the parties desire to provide for the extension of such facilities by special contract pursuant to 170 IAC 8.5-4-39, upon and subject to the terms and conditions herein provided;

WHEREAS, the parties recognize the area within the Utility's ESST and EWTDT is experiencing extremely rapid growth, creating demand for the extension of sanitary sewage disposal and water distribution facilities;

WHEREAS the Utility wishes to cooperate with Developer and others within its ESST and EWTDT and is willing to allow Developer to construct extensions of the Utility's sanitary sewer and water distribution mains by private contractors; and

WHEREAS the Utility has not requested that the Developer upsize the proposed infrastructure to create additional capacity beyond what is needed for the Development. If it is determined by the Utility that upsizing is needed, the Utility agrees to pay for requested upsizing and the cost of which is further agreed to between the private contractor of the Developer and the Utility.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements to be kept and performed hereunder, including the aforesaid recitals which shall be incorporated herein by reference and construed as terms of this Special Contract with full force and effect equal to the following terms, the parties hereto agree as follows:

1. Application for Extension of Facilities. Developer hereby applies to the Utility for the extension of sanitary sewage disposal and water distribution facilities sufficient to satisfy the projected future demands, as projected by the Developer, of the Development which the Developer proposes to construct, and requests such extensions from the Utility in accordance with the terms and conditions of this Special Contract and the rules and regulations of the Utility. The Utility hereby agrees to allow the extension of sanitary sewage disposal and water distribution facilities subject to such rules and regulations, and subject to the terms and conditions of this Special Contract. The number of ERU's approved by the USB is permanent capacity reserved for the New Subdivision. Developer is not permitted to sell or transfer capacity to another Developer without the consent of the Utility.

2. Construction of the Development Collection and Distribution Systems.

a. Local Collection and Distribution System: Plans and Specifications. Developer shall design, construct and install, at Developer's expense, an extension of the Utility's sanitary and water mains and facilities within the New Subdivision (the "Local Collection and Distribution System") to be shown on the construction

plans for the Local Collection and Distribution System (the "Local Plans"). The Local Collection and Distribution System shall consist of interceptor sewer and water mains, main extensions, lateral stubs and other appurtenances and equipment necessary to allow for the future provision of sanitary sewage disposal and water distribution services to the Development in accordance with the Utility's standards. The parties agree that the Local Plans shall be prepared at the Developer's expense by a licensed engineering firm.

- b. The parties acknowledge that the New Subdivision is part of the Development, and therefore the Local Collection and Distribution System may be constructed in phases. In accordance with the Town's Development Ordinance, and the Commission's main extension rule 170 IAC 8.5-4-28(b), the Local Collection and Distribution System shall be constructed in accordance with the adopted town standards. The Local Plans for each phase shall be acceptable to the Utility, and must be submitted to, and approved by, the Utility prior to construction of each respective phase of the Local Collection and Distribution System. Upon approval by the Utility, the Local Plans shall become a part of this Special Contract. The costs to obtain such permits shall be paid by the Developer.
- c. Compliance with Plans and Specifications. The Developer agrees to design, construct, install the Local Collection and Distribution System in accordance with the Town's Standard's and Specifications, Huntertown Ordinance 12-003, and such other ordinances for developments within the Town's exclusive sanitary sewer and water service territory, as may be amended from time to time, and in accordance with the Local Plans. Developer also agrees and acknowledges that the Local Plans, and the Standards and Specifications for the Local Collection and Distribution System, or any part thereof, must be submitted to and approved by the Indiana Department of Environmental Management ("IDEM"), or other governmental bodies prior to commencing construction and installation of the Local Collection and Distribution System, or any part thereof.
- d. Technical Review. Construction shall not be commenced on the Local Collection and Distribution System, or any part thereof, until Developer has obtained approval from the Utility following a technical review by the Utility's engineer and Utility personnel of the plans for sanitary sewer and water utilities proposed by Developer for the Local Collection and Distribution System, and Developer has complied with any modifications specified in the technical review letter needed to comply with the Town of Huntertown Standards and Specifications as last amended, and Title 327 of the Indiana Administrative Code, Articles 3 and 8 for the proposed sanitary sewer and water main extensions.

- 3. Requirements for Construction Release. Upon satisfactory completion of the



Technical Review process, the Developer is eligible for a Construction Release.

4. Inspection and Testing. During construction, the Local Collection and Distribution System, or any respective phase thereof, shall be subject to inspection by the Utility to ensure compliance with the Standards and Specifications approved by the Utility. Developer agrees to the Utility rules and regulations pertaining to the 4% Construction Inspection Fee to cover the cost of normal inspections, not including weekends, holidays or reconstruction of non-compliant facilities. **Huntertown waives all Construction Inspection Fees for this project.**

5. Connection Fees and Charges. Developer acknowledges and agrees that at the time of connection of each lot or parcel in the Development all connection fees and charges as adopted and authorized by Ordinances and Resolutions of the Utility shall be paid. This may include a System Development Charge in addition to a connection fee.

6. Waiver of Refunds. The parties expressly agree, and Developer acknowledges that in this Special Contract it has irrevocably waived any right to any "refund" as defined in 170 IAC 8.5-4-18, including a 3-year Revenue Allowance, as a result of the construction of the Local Collection and Distribution System, any sanitary sewer or water mains and facilities within the Development, whenever constructed, or to any revenue allowance, refund or other payment by reason of the connection of any main extensions or connections for service therefrom.

7. Developer Warranties. The Developer does hereby warrant that as of the date of this Special Contract:

- a. Northwest Allen County Schools is a Public School Corporation organized and validly existing under the laws of the State of Indiana, with the requisite capacity and legal authority to enter into the Special Contract for Extension of Sanitary Sewer and Water Mains and Facilities.
- b. Brandon Bitting, Assistant Superintendent of Northwest Allen County Schools has the requisite legal capacity and authority to execute this Special Contract on behalf of the Public School Corporation.
- c. When properly executed, this Special Contract will constitute a valid and binding obligation on the part of Northwest Allen County Schools with respect to the performance of all actions required under this Special Contract; and
- d. To the best of the Developer's knowledge and belief, the consummation of the transactions contemplated by this Contract and the performance of this Special Contract will not result in any breach of, or constitute any default under, any law, regulation or order of a governmental body or court having jurisdiction, any bank loan, credit agreement, or any other instrument to which the Developer is a party or by which it may be bound or affected.



8. Default by Developer. Each of the following events by, or applicable to the Developer shall constitute an "Event of Default" by the Developer:

- A. The dissolution, or otherwise ceasing to maintain in effect the existence, qualification and authority, of Developer for more than thirty (30) days;
- B. The failure to observe or perform any of the Developer's obligations under the other terms, covenants or conditions of this Special Contract; or the failure to observe and perform any and all obligations and provisions of the published rules and regulations of the Utility or the Indiana Department of Environmental Management from time to time in effect, or the rules and regulations of the Commission from time to time in effect, or the laws of the State of Indiana as they pertain to sanitary sewage disposal and water distribution service and all matters related thereto, which failure persists for more than thirty (30) days;
- C. The filing by Developer in any court pursuant to any statute, either of the United States or any state, of a petition for bankruptcy or insolvency, or for reorganization, or for an arrangement, or for the appointment of a receiver or trustee or similar official of all or a portion of such Developer's property, or for the liquidation or winding-up of such Developer's affairs; or an assignment by such Developer for the benefit of creditors;
- D. The filing against the Developer in any court, pursuant to any statute, either of the United States or of any state, of a petition in bankruptcy or insolvency, or for reorganization, or for appointment of a receiver or trustee or similar official of all or a portion of such Developer's property, or for the liquidation or winding-up of such Developer's affairs, if within sixty (60) days after the commencement of any such proceeding, such petition or other action shall not have been dismissed or stayed;
- E. The taking by any party of the interest of the Developer in the Development, or any part thereof, upon foreclosure, levy, execution, attachment or other process of law or equity, or any transfer in lieu thereof.

Upon the occurrence of any Event of Default under this Special Contract by the Developer, the Utility may:

- A. Accelerate the full unpaid balance of the aggregate indebtedness payable by Developer under this Special Contract;
- B. Withhold its own performance hereunder, including, without limitation, ceasing any construction of sewer plant and facilities, or ceasing to reserve capacity as herein provided, or withholding the provision of sanitary sewage disposal service to the Developer's Development;

- C. Collect from the Developer all costs and expenses, including attorneys', architects' and engineers' fees, incurred or suffered by the Utility in connection with this Special Contract and the enforcement of the Utility's rights hereunder; and
- D. Pursue any other legal or equitable remedy available for the enforcement of its rights hereunder. The remedies available to the Utility shall be cumulative and the exercise of any one or more remedies shall not preclude or waive the exercise of any other remedy or the later exercise of the same remedy.

9. Indemnification. The Developer hereby indemnifies and holds harmless the Utility from any and all damages, claims, liens or liabilities whatsoever arising from any work performed, or accident or injury, or any other matter whatsoever, caused to any person, firm, corporation or other entity, in, on or about the Development or arising out of the Development or the operations in connection therewith or arising out of the construction, operation, maintenance, and repair of the Local Collection and Distribution System. The indemnification herein provided shall include, without limitation, all costs, attorneys' fees, expenses and liabilities incurred in connection with any such damages, claims, liens or liabilities or any action or proceeding brought thereon.

10. Notice. All notices or other communications required to be given hereunder shall be given in writing and shall be deemed to have been fully given on the date delivered, if delivered personally, or on the date mailed, if mailed by first-class United States Postage, postage prepaid, to the following address:

The Utility:

Huntertown Utility Service Board  
c/o Huntertown Town Manager  
Huntertown Town Hall  
15617 Lima Road  
Huntertown, IN 46748

Developer:

Brandon F Bitting  
Assistant Superintendent – Operations & Safety  
Northwest Allen County Schools  
13119 Coldwater Rd  
Fort Wayne, IN 46845

Notice delivered to the Developer's address above shall be deemed notice to the Developer.

11. Successors. The covenants, agreements and obligations herein contained shall extend to, bind and inure to the benefit of not only the parties hereto, but to their respective personal representatives, heirs (if applicable), successors and assigns.

12. No Waiver: Severability. The consent or waiver, express or implied, by the Utility to, or of any Event of Default or non-performance of, any matter hereunder shall not be construed as a consent or waiver to or of any other Event of Default or non-performance of the same or any



other matter. If any portion of this Special Contract is invalid or unenforceable under applicable law, the remaining portions of the Special Contract shall not be affected thereby and shall nonetheless remain valid and enforceable; provided, however, that if in the reasonable opinion of Utility, the Special Contract fails of its essential purpose as a result of the severed provision(s), the Utility shall have the right to terminate the Special Contract.

13. Cooperation With Governmental Bodies. In consideration for the promises made by the Utility herein, the Developer agrees to cooperate and support the Utility, to the extent necessary in the Utility's sole judgment, before the Indiana Department of Environmental Management and any other agency or governmental body, with respect to the subject matter hereof.

14. Further Assurances. The parties hereto agree that they will cooperate with each other and will execute and deliver, or cause to be executed and delivered, all such other documents and instruments, and will take all such other actions, as the other party hereto may reasonably request from time to time to effectuate the provisions and purposes of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed, or have caused their duly authorized representatives to execute, this Special Contract as of the date first written above.

TOWN OF HUNTERTOWN, INDIANA  
UTILITY SERVICE BOARD

NORTHWEST ALLEN COUNTY SCHOOLS

By: \_\_\_\_\_  
Tony Ramey, President

By: \_\_\_\_\_  
Brandon Bitting, Assistant Superintendent

By: \_\_\_\_\_  
Zack Kerley, Member

By: \_\_\_\_\_  
, Member

A hand-drawn map of a creek system. The map features a yellow highlighted area on the left, a red highlighted area below it, and a blue line representing the creek. A green line runs parallel to the creek. Labels include "E. 512", "E. 440", "E. 420", and "E. CREEK". A circular inset shows a detail of a valve and pipe. The map is oriented with a dashed line running horizontally across the middle.





# APPLICATION FOR SANITARY SEWER CONSTRUCTION PERMIT PER 327 IAC 3

State Form 53159 (R8 / 6-22)

Indiana Department of Environmental Management  
Office of Water Quality  
Facility Construction and Engineering Support Section,  
Mail Code 65-42FC  
100 North Senate Avenue, Room N1255  
Indianapolis, IN 46204-2251

APPLICANT		APPLICANT'S ENGINEER OR LAND SURVEYOR	
Name <input type="checkbox"/> Mr. or <input checked="" type="checkbox"/> Ms. Beth Shellman, Town Manager		Name <input checked="" type="checkbox"/> Mr. or <input type="checkbox"/> Ms. Derek L Frederickson, PE	
Name of Organization Town of Huntertown		Name of Company Engineering Resources, Inc.	
Address (number and street, city, state, and ZIP) 15617 Lima Road Huntertown, IN 46748		Address (number and street, city, state, and ZIP) 4175 New Vision Drive Fort Wayne, IN 46845	
Telephone Number (260) 637-5058		Telephone Number (260) 490-1025	
E-Mail Address beth.shellman@huntertown.in.gov		E-Mail Address derek@eri.consulting	
NAME AND LOCATION OF PROPOSED FACILITY		PROJECT DESCRIPTION	
Name Hathaway Road Low Pressure Force Main		Describe the scope and/or purpose of this project This low pressure force main collection system installation project in Huntertown, IN will provide septic relief for ten (10) homes along Hathaway Rd. One (1) home shall be serviced individually for easier accessibility.	
Location or Project Boundaries A new 2-inch low pressure force main will be constructed on the N. side of Hathaway Rd, offset 20-50ft from existing EOP, from 1816 Hathaway Rd to the east property edge of 1630 Hathaway Rd. From the 2-inch force main, between 1702 and 1630 Hathaway Rd properties, a 3-inch force main will extend approximately 235ft south and discharge into an existing MH at 1694 Shavono Cv. A separate new 1.5-inch low pressure force main will service 1424 Hathaway Rd from 500ft north of the existing Hathaway Rd EOP east to an existing 8-inch gravity sewer along Radomiro Passage (within the easement of 1445 Radomiro Psge).			
City or Town Town of Huntertown			
County Allen			
SOURCE OF FUNDING			
<input type="checkbox"/> IFA's Wastewater State Revolving Fund Loan Program		<input type="checkbox"/> Local Funds	
<input type="checkbox"/> OCRA's Community Development Block Grant		<input type="checkbox"/> Private Funds	
<input type="checkbox"/> USDA's Rural Development Loan and Grant Assistance		<input checked="" type="checkbox"/> Other: ARPA	
CERTIFICATION AND SIGNATURE			
I swear or affirm, under penalty of perjury as specified by IC 35-44.1-2-1 and other penalties specified by IC 13-30-10 and IC 13-15-7-1(3), that the statements and representations in this application are true, accurate, and complete.			
Printed Name of Person Signing Beth Shellman			
Title Town Manager			
Signature of Applicant		Date Signed (month / day / year) / /	

(Please refer to IC 13-30-10 for penalties of submission of false information.)



Part of State Form 53159 (R8 / 6-22)

**COLLECTION SYSTEM DESIGN SUMMARY****Design Flow – Refer to 327 IAC 3-6-11 for Design Flow Rate Requirements**

Description of Units Served		Design Flow Per Unit	Number of Units	Unit Design Flow
<i>Example: Single family homes</i>		310 gpd/unit	30	9,300 gpd
Existing Single Family Homes		310 (gpd/unit)	10	3,100 gpd
		(gpd/unit)		gpd
		(gpd/unit)		gpd
		(gpd/unit)		gpd
		(gpd/unit)		gpd
Average Design Flow				3,100 gpd
Peaking factor	4	Peak Design flow		12,400 gpd

**Gravity Sewer Pipe**☐ Applicable ☒ Not Applicable

Length	Diameter	Material	ASTM or AWWA Standard	SDR or DR	Pressure Class (psi)	Installation Method
<i>Example: 1,525 ft</i>	8-inch	PVC	ASTM D3034	SDR-35	N/A	Open Cut
ft	in					
ft	in					
ft	in					
ft	in					
ft	in					

**Force Main Pipe and Low Pressure Sewer**☒ Applicable ☐ Not Applicable

Length	Diameter	Material	ASTM or AWWA Standard	SDR or DR	Pressure Class (psi)	Installation Method
<i>Example: 1,525 ft</i>	8-inch	PVC	ASTM D2241	SDR-21	200 psi	Open Cut
743 ft	2 in	HDPE	AWWA C901	DR-9	250	HDD
235 ft	3 in	HDPE	AWWA C901	DR-9	250	HDD
415 ft	1.5 in	HDPE	AWWA C901	DR-9	250	HDD
ft	in					
ft	in					

**Connection Location(s)**

*Example: The proposed sanitary sewer shall connect to an existing 8-inch sewer located approximately 10 ft north and 10 ft west of the intersection of Main Street and Park Avenue and to an existing lift station located approximately 20 ft southeast of the intersection of Oak Lane and Maple Drive.*

The proposed low pressure mains shall connect to an existing gravity manhole and an existing gravity sewer located at 1694 Shavono Cv and along Radomiro Passage (within the easement of 1445 Radomiro Psge), respectively.

**Inspection / Maintenance**

Inspection during construction will be provided by	Town of Huntertown
Maintenance after completion will be provided by	Town of Huntertown

**Wastewater Treatment**

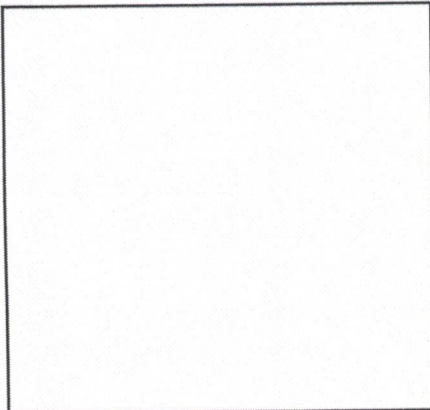
Wastewater treatment will be provided by	Town of Huntertown
--	--------------------

**Lift Station**☐ Applicable ☒ Not Applicable



## Part of State Form 53159 (R8 / 6-22)

1. Location:	
2. Type of pump (example: submersible, dry pit):	
3. Number of pumps:	
4. Constant or variable speed:	
5. Design pump rate (gpm) and TDH (ft):	
6. Operating volume of the wet well (gal):	
7. Average detention time in the wet well (min):	
8. Type of standby power/pump provisions:	
9. Type of alarm:	
10. Additional information:	
<b>Low Pressure Sewer Grinder Pump Station</b> <input type="checkbox"/> Applicable <input checked="" type="checkbox"/> Not Applicable	
1. Number of stations:          simplex          duplex          triplex	
2. Number of residential connections per simplex station (two maximum):	
3. Design pump rate (gpm) at maximum TDH (ft):	
4. Type of alarm:	
5. Privately or utility owned and maintained:	
6. Additional information:	
<b>Vacuum Pump Station</b> <input type="checkbox"/> Applicable <input checked="" type="checkbox"/> Not Applicable	
1. Location:	
2. Total volume of vacuum tank (gal):	
3. Operating volume of the vacuum tank (gal):	
4. Number and size (HP) of vacuum pumps:	
5. Number and type of sewage pumps:	
6. Constant or variable speed:	
7. Design pump rate (gpm) and TDH (ft):	
8. Type of standby power/pump provisions:	
9. Type of alarm:	
10. Additional information:	
<b>Certification Seal, Signature, and Date</b>	
Printed Name of Engineer or Land Surveyor Derek L Frederickson, PE	
Signature	Date Signed (month / day / year) / /



A factor of four (4) is prescribed by 327 IAC 3-6-11. However, an alternative peaking factor may be justified by other means (327 IAC 3-6-32) or as provided by Ten State Standards 11.243: **Peaking Factor =  $(18 + \sqrt{P}) / (4 + \sqrt{P})$** , where P = population in thousands.

Provide pump and system curves and design calculations for TDH. If connecting to an existing force main, provide upstream lift station pump curves and describe how the proposed flow will affect the lift station performance during simultaneous operation.

For small diameter low-pressure sanitary sewer systems, provide a spreadsheet that includes the maximum expected simultaneous operation of the proposed grinder pumps, maximum expected flow (gpm) and fluid velocity (ft/sec), static head and accumulated friction loss, and expected accumulated total dynamic head (TDH).

The average detention time in the wet well (cycle time between pump on/off settings) should be between 5 and 30 minutes. The cycle time may be calculated from the following equation: **Cycle Time =  $(V / (D - Q)) + (V / Q)$** , where D = discharge flow rate out of the wet well (design pump rate) in gpm, Q = inflow rate into wet well (average design flow) in gpm, and V = operating volume of wet well (between pump on/off settings) in gallons.



## CAPACITY CERTIFICATION

Name of Project: Hathaway Road Septic Relief



**CERTIFICATION OF REGISTERED PROFESSIONAL ENGINEER OR LAND SURVEYOR***This form must be filled-out in its entirety with no alterations.*

Name of Applicant: Town of Huntertown

Name of Applicant Representative: Derek L Frederickson, PE

Name of Project: Hathaway Road Septic Relief

**CERTIFICATION**I, Derek L Frederickson, representing the project applicant, in my capacity as a  
(Name of Individual)registered professional Engineer, 101000327  
(Engineer or Land Surveyor) (Indiana registration number)

certify the following under penalty of law: The design of this project has been performed under my direction or supervision to assure conformance with 327 IAC 3 and the plans and specifications require the construction of said project to be performed in conformance with 327 IAC 3-6. The peak daily flow rates, in accordance with 327 IAC 3-6-11 generated from within the specific area that will be collected by the proposed collection system that is the subject of the application, plans, and specifications (when functioning as designed and properly installed), will not cause overflowing or bypassing in the same specific area serviced by the proposed collection system other than from NPDES authorized discharge points. The proposed collection system does not include new combined sewers (serving new areas) or a combined sewer extension to existing combined sewers. The sewer at the point of connection is physically in existence and operational. Based upon information provided by the owner of the Wastewater System, the ability for this collection system to comply with 327 IAC 3 is not contingent on downstream water pollution/control facility construction that has not been completed and put into operation. The design of the proposed project meets applicable local rules or laws, regulations and ordinances. The information submitted is true, accurate, and complete, to the best of my knowledge and belief. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

Average Design Flow (gallons per day)	3,100
Peak Design Flow (gallons per day)	12,400
Owner of Receiving Collection System	Town of Huntertown
Name of Wastewater Treatment Plant	Huntertown WWTP
Signature	
Date Signed (month / day / year)	
/ /	

*(Please refer to IC 13-30-10 for penalties of submission of false information.)*



Part of State Form 53159 (R8 / 6-22)

**IDENTIFICATION OF POTENTIALLY AFFECTED PERSONS**

Please list any and all persons whom you have reason to believe have a substantial or proprietary interest in this matter, or could otherwise be considered to be potentially affected under law. Failure to notify a person who is later determined to be potentially affected could result in voiding IDEM's decision on procedural grounds. To ensure conformance with Administrative Orders and Procedures Act (AOPA) and to avoid reversal of a decision, please list all such parties. The letter on the opposite side of this form will further explain the requirements under the AOPA. Attach additional names and addresses on a separate sheet of paper, as needed.

Name Beth Shellman, Town Manager	
Address ( <i>number and street</i> ) 15617 Lima Rd	
City Huntertown	
State IN	ZIP Code 46748

Name USB President	
Address ( <i>number and street</i> ) 15617 Lima Rd	
City Huntertown	
State IN	ZIP Code 46748

Name Therese M. Brown, Allen Co Commissioner – District 2	
Address ( <i>number and street</i> ) 200 E Berry St, Suite 410	
City Fort Wayne	
State IN	ZIP Code 46802

Name	
Address ( <i>number and street</i> )	
City	
State	ZIP Code

Name	
Address ( <i>number and street</i> )	
City	
State	ZIP Code

Name	
Address ( <i>number and street</i> )	
City	
State	ZIP Code

**CERTIFICATION**

I certify that to the best of my knowledge I have listed all potentially affected parties, as defined by IC 4-21.5-3-5.

Proposed Facility Name Hathaway Road Low Pressure Force Main	City Huntertown
Printed Name of Person Signing Beth Shellman, Town Manager	County Allen
Signature	Date Signed ( <i>month / day / year</i> ) / /



### Identification of Potentially Affected Persons Instructions

The Administrative Orders and Procedures Act (AOPA), IC 4-21.5-3-5, requires that the Indiana Department of Environmental Management (IDEM) give notice of its decision on your application to the following persons:

- Each person to whom the decision is specifically directed
- Each person to whom a law requires notice be given

The following are the minimum recommendations made as to who should be included in this list:

- All adjoining landowners to the property where the proposed construction is to occur
- All persons or entities with a substantial and direct proprietary interest in the issuance of this permit
- Anyone who is known to have expressed concern or an interest in this particular project or projects in this specific area
- Anyone else whom the applicant may feel that might be potentially affected by the issuance of this permit

IC 13-15-3-1 requires IDEM to provide notice of receipt of a permit application to the following:

- The county executive of a county affected by a permit application
- The executive of a city affected by a permit application
- The executive of a town council of a town affected by a permit application

**Under IC 13-15-3-1 (b) IDEM is requesting information necessary to provide such notice to the appropriate officials.**

Mailing labels are required to be submitted with your project. These mailing labels need to have the names and addresses of the affected parties along with our mailing code (which is 65-42FC) listed above each affected party listing.

For Example:     65-42FC  
                       JOHN DEERE  
                       111 CIRCLE DR  
                       YOUR CITY IN 44444



**Instructions for State Form 53159**  
**Application for Sanitary Sewer Construction Permit**

All essential items listed below must be provided upon initial receipt of a construction permit application or the application will be deemed incomplete and will not be reviewed. If an application has been deemed incomplete, an e-mail identifying the missing or incomplete essential items will be sent to the applicant (with copy e-mailed to applicant's engineer or land surveyor). As a courtesy, IDEM will temporarily retain the application and associated plans and specifications. If the identified essential items have not been received within the allotted time noted in the e-mail, the application will be void and all associated documents, plans and specifications will be discarded (recycled). The applicant will then need to reapply with a new, completed application as well as resubmit any associated plans and specifications. Please submit only **one** copy of all application items.

1. Application for Sanitary Sewer Construction Permit
  - Applications from municipalities must be signed and dated by an authorized official and applications from non-municipalities must be signed and dated by the owner or a representative.
2. Collection System Design Summary
3. Capacity Certification from the collection and treatment system owner(s) to which the proposed sanitary sewer and/or force main will be connected
  - If more than one utility will be transporting and/or treating the wastewater, a Capacity Certification from each utility is required.
4. Registered Professional Engineer or Land Surveyor Certification by the applicant's engineer or land surveyor
5. Final Construction Plans and Specifications
  - Every page of the plans as well as the cover page for any specifications should be signed, sealed, and dated by an Indiana registered professional engineer or land surveyor. Land surveyors may certify plans and specifications for gravity type sanitary sewers only, not including lift stations and force mains.
6. Identification of Potentially Affected Persons form and mailing labels
7. **For all applications, a one-hundred-dollar (\$100) application fee must be remitted as required by 327 IAC 3-5-5.**

When all essential items of a construction permit application are received, the project will be assigned to a project engineer for technical review. If no administrative or technical deficiencies are found during review, a construction permit will be issued. However, if administrative or technical deficiencies are found, a deficiency notice will be e-mailed to the applicant (with copy e-mailed to applicant's engineer or land surveyor). If all deficiencies are not adequately addressed within sixty (60) days from the date of the deficiency notice, the permit application will be denied.

A copy of this application can be found at: [www.in.gov/idem/cleanwater/2430.htm](http://www.in.gov/idem/cleanwater/2430.htm)

Send construction permit applications to:

Indiana Department of Environmental Management  
Office of Water Quality  
Facility Construction and Engineering Support Section, Mail Code 65-42FC  
100 North Senate Avenue, Room N1255  
Indianapolis, IN 46204-2251

For any questions, call the Facility Construction and Engineering Support Section at 317/232-5579.