



**HUNTERTOWN UTILITY BOARD
MEETING AGENDA
Monday, June 30, 2025, 5:00 p.m.
Huntertown Town Hall, 15617 Lima Road**

Call to order with Pledge of Allegiance

Approval of Minutes

- June 30, 2025

New Business

- Dunton Road water/sewer main oversizing
- Water service application – The Ridge at the Fens Section 1 (35 lots)
- Water Service Application – Brook at the Fens Section 1 (37 lots)
- Amended Special Contract – The Fens
- Special Contract – Crossing at the Fens Section 1
- Updated application for sewer – The Fens (776 lots)
- Pay Application No 4 – Lift Station improvements: R.G. Zachrich Construction
- Change Order No. 2 – Carroll Road Septic Relief
- Pay Application FINAL – Carroll Road Septic Relief
- Willow Creek Middle School connection/tap fee discussion

Old Business

Reports:

Hannah Walker – Town Manager
Ryan Schwab - Clerk Treasurer
Derek Frederickson – Engineering Resources
David Hawk – Hawk Haynie Kammeyer & Smith

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

Adjournment

**Next Meeting of the Huntertown Utility Service Board is Tuesday, September 2, 2025, at 5 p.m.
Meeting can be streamed online at www.youtube.com/@TownofHuntertownIndiana**

Utility Board Member appointments:

Anthony Ramey	3-year term expiring 12/31/2025	Town Council Executive appointee
Michael Stamets	3-year term expiring 12/31/2026	Town Council appointee
Dan Roy	3-year term expiring 12/31/2027	Town Council Executive appointee

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.

Town of Huntertown Utility Service Board Meeting Minutes for Monday, June 30, 2025
Huntertown Town Hall, 15617 Lima Road

A public meeting of the Huntertown Utility Service Board was held on Monday, June 30, 2025. The meeting was held at Huntertown Town Hall, 15617 Lima Road, Huntertown, IN. Members in attendance were board members Tony Ramey, Dan Roy and Michael Stamets; Clerk-Treasurer Ryan Schwab; Jim Breckler and Steven Cardenas of Engineering Resources Inc, Michael Hawk of Hawk Haynie Kammeyer & Smith; two (2) members of the public and zero (0) members of the media. The meeting was livestreamed on the Town's YouTube Channel.

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

BOARD ACTION

Michael Stamets made a motion to approve the minutes of the June 2, 2025, meeting as presented. Dan Roy seconded. Motion carried 3-0.

Michael Stamets made a motion to approve a new water and sewer service application for 2414 Woods Road. Dan Roy seconded. Steven Cardenas provided an overview of the application, noting that it is for a new storage building for NU Insulation. After no further discussion, the motion carried 3-0.

Michael Stamets made a motion to approve Pay Application No. 3 in the amount of \$211,612.45 to R.G. Zachrich Construction for lift station improvements. Dan Roy seconded. Motion carried 3-0.

Tony Ramey made a motion to authorize Engineering Resources to seek quotes for smoke testing in the town's sanitary sewer collection system in a not-to-exceed amount of \$25,000. Dan Roy seconded. Steven Cardenas provided the board with a handout, listing a timeline and list of projects to investigate inflow and infiltration in the town's sanitary sewer collection system. Discussion topics included state and federal regulations related to keeping stormwater out of the sanitary sewer system and the ability to track savings to operations at the wastewater plant. After no further discussion, the motion carried 3-0.

NEW BUSINESS

Outside of the items listed under Board Action, no other New Business was brought forth.

OLD BUSINESS

Outside of items listed under Old Business, no other Old Business was brought forth.

REPORTS

Town Manager Hannah Walker was absent.

Clerk-Treasurer Ryan Schwab had the following report:

- The town's water consumer confidence report (CCR) has been finalized.
- Town employee Dillon Shellman is receiving outstanding grades in the Alliance of Indiana Rural Water Apprenticeship Program.
- He intends to provide the board information on the 2026 budget at either the September or October meeting.

Representatives of Engineering Resources had no report.

Michael Hawk had no report.

PUBLIC COMMENT

None were brought forth.

Michael Stamets made a motion to adjourn. Dan Roy seconded. Motion passed with a voice vote, and the meeting was adjourned at 5:23 p.m.

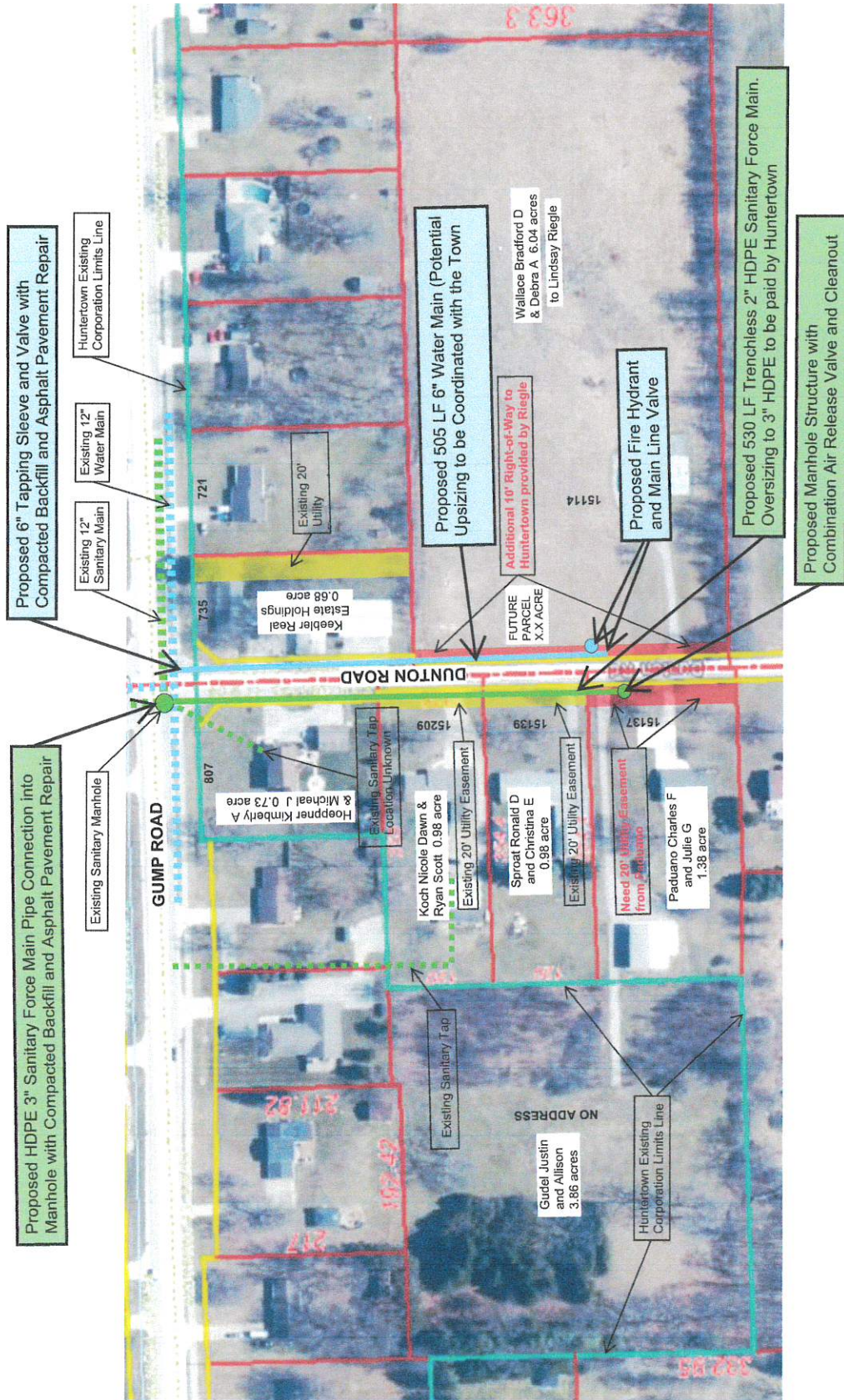
Attest: _____

Anthony Ramey
President

Ryan Schwab
Clerk Treasurer

Durton Main Extension Cost Share - Town Oversizing for Sanitary Sewer

<u>Work Description</u>	<u>Unit</u>	<u>Cost</u>	<u>Responsible Party</u>
2"Sewer Main Extension from Gump to North end of Riegler Property	~300 Linear Feet	\$31,500	Homeowner
Upgrade to 3" Sanitary Sewer Line from Gump to North end of Riegler Property (With Air Release Valve and Manhole))	~ 300 Linear Feet	\$22,400	Town of Huntertown
3" Sewer Line for Frontage of Riegler Property	~265 Linear Feet	\$12,700	Town of Huntertown
Total for Homeowner:			\$31,500
Total for Town:			\$35,100



Scale: 1"=115'
for 11"x17" print

HUNTERTOWN **DUNTUN ROAD WATER AND SANITARY SEWER EXTENSION** **MARCH 19, 2025**

Dunton Road Main Extension - Water Main Construction Costs

Total Cost to Construct 4" Water Main	
565' of 4" Water Main	\$66,200
Service Connections	\$3,300 Each
Upgrade Cost for 6" Water Main and Fire Hydrant	\$19,200 (Paid by Town)
Expected Cost to Homeowners	
With 3 Participants	\$25,370
With 4 Participants	\$19,850
With 5 Participants	\$16,540



Town of Huntertown - 2024

15617 Lima Road * PO Box 95 * Huntertown, IN 46748

Phone (260)637-5058 * 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. Any application for new water and sewer services must be submitted at least **30 days** before the next scheduled USB meeting in order to be considered. Huntertown reserves the right to make exceptions to this policy as needed. 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: SIH LLC

Address: 10808 La Cabreah Lane

Phone: Fort Wayne IN 46845

E-mail: brian@northeasterngroup.com

Developer / Responsible Party:

Company: GRE Development LLC

Contact Person: Brian Brown

Address: 10808 La Cabreah Lane

Phone: 260-489-7950

E-mail: brian@northeasterngroup.com

Engineer Information:

Company: D. A. Brown Engineering Consultants

Contact Person: David Brown, PE

Address: 5491 County Road 427, Auburn, IN 46706

Phone: (260) 925-2020

e-mail: davidb@dabrownengineering.com

Single Lot / Service:

Number of Bedrooms

Number of Bathrooms

Existing Well? Y/N

Existing Septic? Y/N

Property Owner / Development Name:

The Ridge at the Fens – Section I

Location / Address: **Northeast of the intersection of
Hand Road and Hathaway Road**

Number of Sewer Connections: 35 of the approved 736
(6/4/22)

Number of Water Connections: 35

Property Owner Signature

Date

Purpose of Request: (Attach additional pages if needed)

APPROVALS

**Utility Service Board Conditional Approval of
Service¹**

Signature

Date

Utilities Representative Technical Review Approval

Signature

Date

GENERAL APPLICATION PROCEDURES:

I. Preliminary Meeting with Town Representative:

¹ Technical review and approval required by the Town Utility
Superintendent or town designated representative.

Date	Description
03/16/2025	Drawn by
03/16/2025	Checked by
As Measured	Survey No.
2712-07	01 - SD1



Town of Huntertown - 2024

15617 Lima Road * PO Box 95 * Huntertown, IN 46748

Phone (260)637-5058 * 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. Any application for new water and sewer services must be submitted at least **30 days** before the next scheduled USB meeting in order to be considered. Huntertown reserves the right to make exceptions to this policy as needed. 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: SIH LLC
Address: 10808 La Cabreah Lane
Phone: Fort Wayne IN 46845
E-mail: brian@northeasterngroup.com

Developer / Responsible Party:

Company: GRE Development LLC
Contact Person: Brian Brown
Address: 10808 La Cabreah Lane
Phone: 260-489-7950
E-mail: brian@northeasterngroup.com

Engineer Information:

Company: D. A. Brown Engineering Consultants
Contact Person: David Brown, PE
Address: 5491 County Road 427, Auburn, IN 46706
Phone: (260) 925-2020
e-mail: davidb@dabrowngineering.com

Single Lot / Service:

Number of Bedrooms _____
Number of Bathrooms _____
Existing Well? Y/N
Existing Septic? Y/N

Property Owner / Development Name:

Amendment of Crossing at the Ridge – Section I (Brook at the Fens – Section I)

Location / Address: **Northeast of the intersection of Hand Road and Hathaway Road**

Number of Sewer Connections: 37 of the approved 736 (6/4/22)_____

Number of Water Connections: 37_____

Property Owner Signature

Date

Purpose of Request: (Attach additional pages if needed)

APPROVALS

Utility Service Board Conditional Approval of Service¹

Signature

Date

Utilities Representative Technical Review Approval

Signature

Date

GENERAL APPLICATION PROCEDURES:

I. Preliminary Meeting with Town Representative:

¹ Technical review and approval required by the Town Utility Superintendent or town designated representative.

Area Map:



Sanitary Sewer Utility:
Hendricks County
100 E. 10th Street
Fort Wayne, IN 46802
(260) 447-7448

Water Utility:
Hendricks County
P.O. Box 188
Fort Wayne, IN 46802
(260) 447-7448

Chadwell Approval:
Allen County Surveyors Office
100 E. 10th Street
Fort Wayne, IN 46802
(260) 445-7625

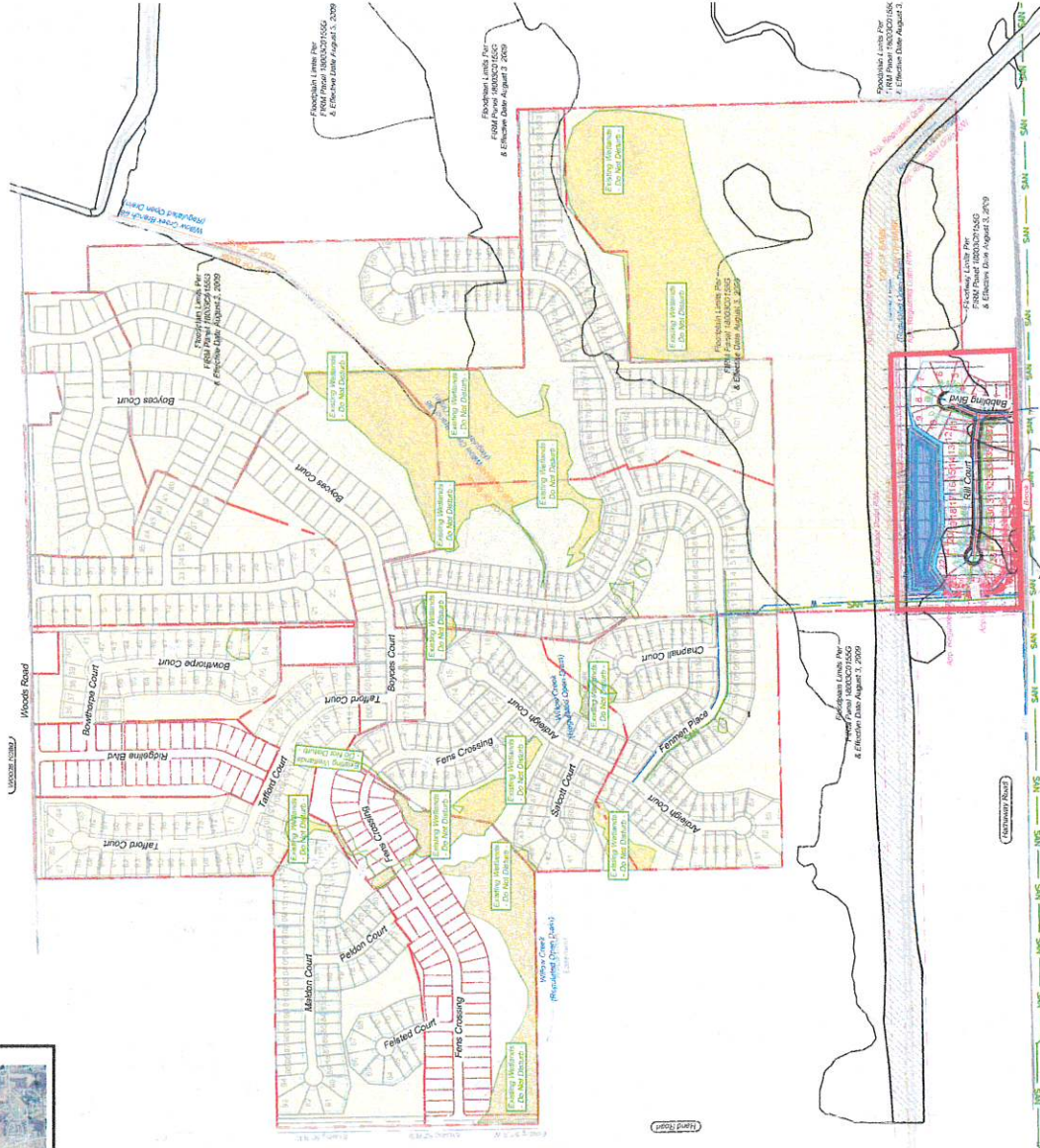
Traffic, Street & Right-of-Way Approval:
Allen County Highway Dept
100 E. 10th Street
Fort Wayne, IN 46802
(260) 447-7607

Engineering Approval:
Allen County Dept of Planning Services
100 E. 10th Street
Fort Wayne, IN 46802
(260) 447-7607

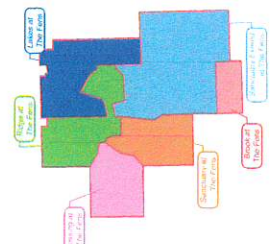
Brook at The Fens

Construction Plans: Water, Sanitary & Drainage

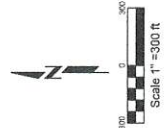
Date: 07/16/25



Note:
According to the Flood Insurance Rate Map (FIRM) Numbered 18003 C 01600G & Effective 08/01/2000, the project area is located in real estate is partially located in the unshaded Zone X, noted as areas determined to be outside of the 0.2% annual chance floodplain, and is partially located in Zone AE, noted as 1% annual chance flood.



Sheet Number	Sheet Title
01 - SD1	Site Development Plan
03 - EX1	Existing Conditions
04 - WL1	Walkway Plan
05 - WL2	Walkway Plan Details
06 - UP1	Utility Plan
07 - UP2	Utility Plan Water Details
08 - UP3	Utility Plan Sanitary Details
09 - GP1	Grading Plan
10 - GP2	Grading Plan Details
11 - ST1	Storm Plan
12 - ST2	Storm Plan Details
13 - PND1	Pond Plan
14 - PP1	Babbling Blvd
15 - PP2	Rail Court
16 - EC1	Erosion Control Measures
17 - EC2	Erosion Control Details
18 - EC3	Erosion Control Plan

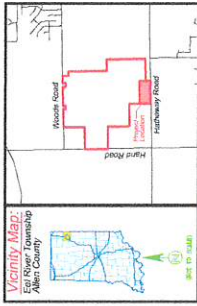


Revisions	Date	Description
1	07/16/25	Final
2	07/16/25	Final
3	07/16/25	Final
4	07/16/25	Final
5	07/16/25	Final
6	07/16/25	Final
7	07/16/25	Final
8	07/16/25	Final
9	07/16/25	Final
10	07/16/25	Final
11	07/16/25	Final
12	07/16/25	Final
13	07/16/25	Final
14	07/16/25	Final
15	07/16/25	Final
16	07/16/25	Final
17	07/16/25	Final
18	07/16/25	Final
19	07/16/25	Final
20	07/16/25	Final
21	07/16/25	Final
22	07/16/25	Final
23	07/16/25	Final
24	07/16/25	Final
25	07/16/25	Final
26	07/16/25	Final
27	07/16/25	Final
28	07/16/25	Final
29	07/16/25	Final
30	07/16/25	Final
31	07/16/25	Final
32	07/16/25	Final
33	07/16/25	Final
34	07/16/25	Final
35	07/16/25	Final
36	07/16/25	Final
37	07/16/25	Final
38	07/16/25	Final
39	07/16/25	Final
40	07/16/25	Final
41	07/16/25	Final
42	07/16/25	Final
43	07/16/25	Final
44	07/16/25	Final
45	07/16/25	Final
46	07/16/25	Final
47	07/16/25	Final
48	07/16/25	Final
49	07/16/25	Final
50	07/16/25	Final
51	07/16/25	Final
52	07/16/25	Final
53	07/16/25	Final
54	07/16/25	Final
55	07/16/25	Final
56	07/16/25	Final
57	07/16/25	Final
58	07/16/25	Final
59	07/16/25	Final
60	07/16/25	Final
61	07/16/25	Final
62	07/16/25	Final
63	07/16/25	Final
64	07/16/25	Final
65	07/16/25	Final
66	07/16/25	Final
67	07/16/25	Final
68	07/16/25	Final
69	07/16/25	Final
70	07/16/25	Final
71	07/16/25	Final
72	07/16/25	Final
73	07/16/25	Final
74	07/16/25	Final
75	07/16/25	Final
76	07/16/25	Final
77	07/16/25	Final
78	07/16/25	Final
79	07/16/25	Final
80	07/16/25	Final
81	07/16/25	Final
82	07/16/25	Final
83	07/16/25	Final
84	07/16/25	Final
85	07/16/25	Final
86	07/16/25	Final
87	07/16/25	Final
88	07/16/25	Final
89	07/16/25	Final
90	07/16/25	Final
91	07/16/25	Final
92	07/16/25	Final
93	07/16/25	Final
94	07/16/25	Final
95	07/16/25	Final
96	07/16/25	Final
97	07/16/25	Final
98	07/16/25	Final
99	07/16/25	Final
100	07/16/25	Final

Allen County
Indiana

DABEC
D.A. Brown Engineering Consultants
5401 County Road 127, Suite 100
Fort Wayne, IN 46805
Phone: (260) 929-2000 Fax: (260) 407-1212
www.dabecengineering.com

Site Development Plan



Developer:
GRE Development, LLC
10808 LaCabrash Lane
Fort Wayne, IN 46845
Tel: (260) 489-7095
Engineer:
DABEC
D.A. Brown Engineering Consultants
5401 County Road 127, Suite 100
Fort Wayne, IN 46805
Phone: (260) 929-2000 Fax: (260) 407-1212
www.dabecengineering.com

Walklight Plan

DABEC
 D.A. Brown Engineering Consultants
 4401 Oakridge Road, Suite 200, Allen, TX 75015
 Phone: (281) 928-2020 Fax: (281) 928-1212
 www.dabecengineering.com

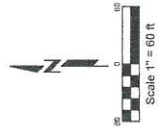
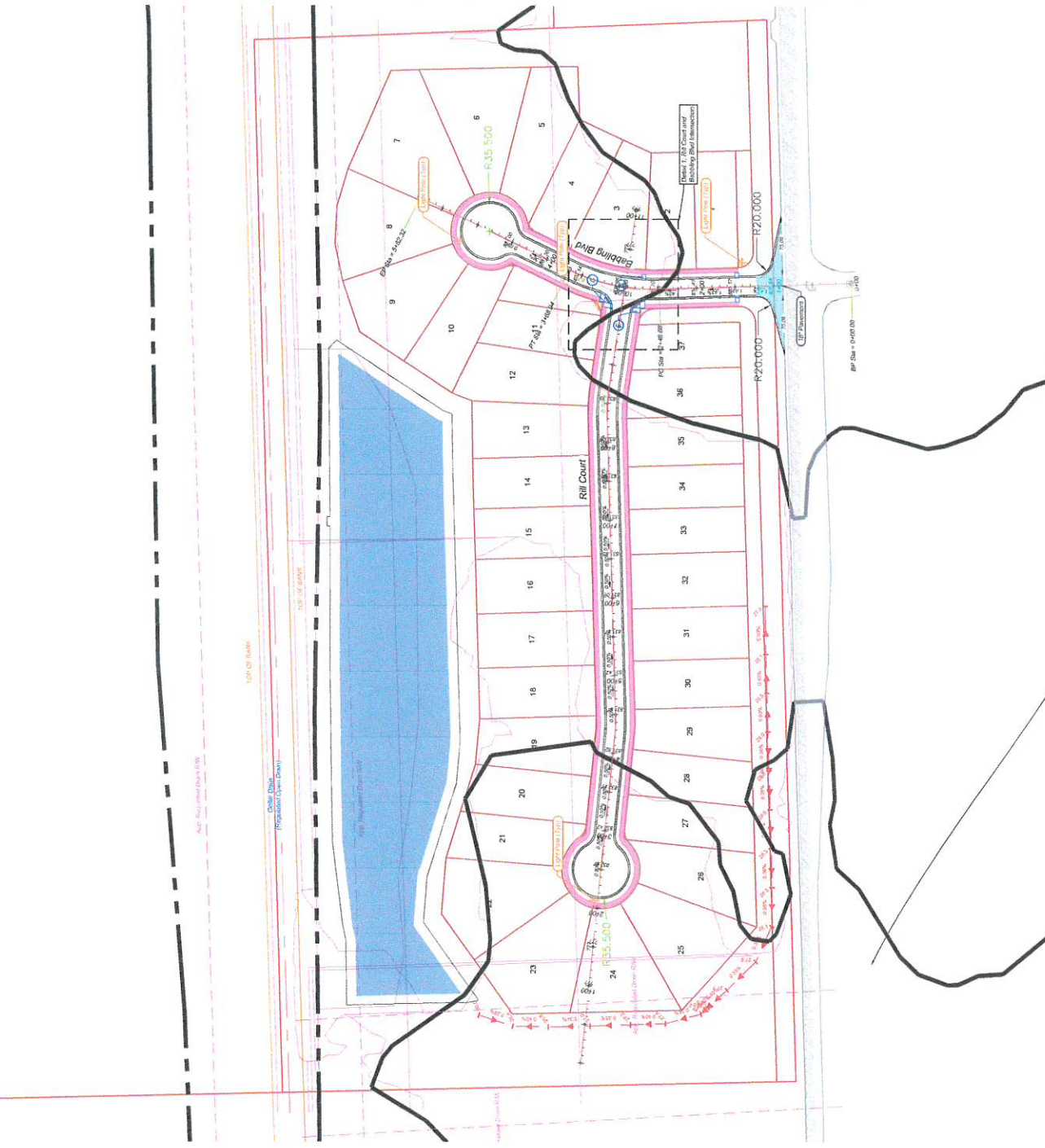
Indiana	Allen County
Brook	The Fens

Revisions

Date	Description
03/14/2025	5/2025 7/12

Scale: 1" = 60 ft

Drawn By: [Signature]
 Checked By: [Signature]
 Scale: 1" = 60 ft
 Date: 7/12/25



**SPECIAL CONTRACT FOR EXTENSION OF SANITARY SEWER MAINS IN –THE
FENS - A RESIDENTIAL DEVELOPMENT**

THIS SPECIAL CONTRACT FOR EXTENSION OF SANITARY SEWER MAIN (“Special Contract”), executed as of this ____ day of _____, 2025 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, (the “Utility”), a municipal sewer utility, and **GRE DEVELOPMENT, LLC**, IT’S AFFILIATES AND ASSIGNS, hereinafter (the “Developer”),

WITNESSETH:

WHEREAS, **SIH, LLC**, either has under contract the right to purchase, owns, or controls Real Estate in or contiguous to the municipal boundaries of Huntertown, more particularly described on **Exhibit A** attached hereto and made a part hereof (the “Real Estate”) which is being developed by **GRE DEVELOPMENT, LLC**; and

WHEREAS, Developer is currently in the process of developing the Real Estate into a residential development to be commonly known as **The Fens** (the “Development”), as depicted in **Exhibit B** which will be residential subdivisions platted which the USB conditionally approved on November 4, 2022, for seven hundred and thirty-six (736) equivalent residential units (“ERUs”); and

WHEREAS, through planning efforts by the Town and Developer, the number of ERU’s may potentially increase by forty (40) additional ERU’s for a total of not to exceed seven hundred and seventy-six (776) equivalent residential units (“ERUs”); subject to the Developer making a full application according to submittal requirements and the subsequent approval by the USB, which will be acted upon in good faith by the USB, and be subject to appropriate conditions which will include but not be limited to a voluntary annexation of the real estate in the Development which is not currently within the municipal boundaries of the Town; and

WHEREAS, the Utility is a municipal utility with an Exclusive Sewer Service Territory (“SST”) as established by Huntertown Ordinances and confirmed by the Indiana Utility Regulatory Commission (“Commission”) to provide sewer service to the area in which the Development will be located;

WHEREAS, the parties acknowledge that this Special Contract and the extension of sanitary sewage disposal 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 Development is to be located, the substantial development proposed by the Developer ultimately requiring an extensive collection system, and the fact that heretofore no sanitary sewage disposal 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 SST is experiencing extremely rapid growth, creating demand for the extension of sanitary sewer disposal facilities;

WHEREAS the Utility wishes to cooperate with Developer and others within its SST and is willing to allow Developer to construct extensions of the Utility's sanitary sewer mains by private contractors approved by the Utility, which approval shall not be unreasonably withheld; and

WHEREAS the Utility has not requested that the Developer upsize the proposed infrastructure to accommodate connections beyond what is needed for the Development.

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 facilities sufficient to satisfy the anticipated 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 Town's Standards and Specifications in place at the time of final development approval for the phase to be constructed. The Utility hereby agrees to allow the extension of sanitary sewage disposal facilities subject to such standards and specifications, and subject to the terms and conditions of this Special Contract for the Development specified herein.
2. Construction of the Development Collection System.
 - a. Local Collection System: Plans and Specifications. Developer shall design, construct and install, at Developer's expense, an extension of the Utility's sanitary main and facilities within the Development (the "Local System") to be shown on the construction plans for the Local System (the "Local Plan"). The Local System shall consist of a sewer main to service the Development, allowing for main extensions, lateral stubs and other appurtenances and equipment necessary to allow for the future provision of sanitary sewage disposal services in accordance with the Town's Standards and Specifications in place at the time of final development approval for the phase to be constructed. The parties agree that the Local Plan shall be prepared at the Developer's expense by a registered professional engineer in the State of Indiana with related experience in the services required to meet all applicable codes, standards, laws, and regulations prior to construction of the Local System.
 - b. Phased Development. The parties acknowledge that the Local 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 Systems shall be constructed to comply with the Commission's main extension rules above referenced

for each phase. The Local Plan 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 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 System in accordance with the Town's Standards and Specifications, Huntertown Ordinance 12-003, and such other ordinances for developments within the Town's SST, all as may be amended from time to time, and with the Local Plan. Developer also agrees and acknowledges that the Local Plan for the Local 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 System, or any part thereof, and comply with Title 327 of Indiana Administrative Code, Article 3 for the proposed main extensions.
 - d. Technical Review. Construction shall not be commenced on the Local 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 sewage disposal utilities proposed by Developer for the Local System, and Developer has complied with any modifications specified in the technical review letter needed to comply with the Town's Standards and Specifications as last amended, and Title 327 of the Indiana Administrative Code, Article 3 for the proposed sanitary sewer main extension.
3. Requirements for Construction Release. Upon satisfactory completion of the Technical Review process, the Developer will be eligible for a Construction Release conditioned upon the following:
- a. Developer shall provide two (2) sets of final plans that incorporate all comments, along with an electronic submittal of the same.
 - b. Provide a copy of the IDEM Sanitary Sewer Construction Permit and any other permits needed as required by law.
 - c. Issue a written notification to the USB at least thirty (30) days before the proposed date for construction to commence, during which time arrangements for testing, inspections, and use of water will be discussed and agreed upon, taking into consideration the detailed Construction Schedule which shall be included with the written notification herein required.
4. Inspection Fees. The Developer acknowledges that the current inspection fee that is payable to the Town is four percent (4%) of the actual construction cost of the proposed sanitary sewer main extension to cover the cost of normal inspections, not including weekends, holidays or reconstruction of non-compliant facilities. The Developer agrees to pay to the Town the inspection fees of the actual documented costs of constructing the Local System, or any respective phase thereof, in accordance with the Town's Standards and Specifications, in place at the time of final development approval for the phase to be constructed. Developer shall

provide the Utility with copies of all contracts, invoices, statements, material lists, payment requests, and any and all other documents pertaining to the construction of the Development Collection System or phase thereof, to allow the Utility to determine any additional inspection fees due and to properly account for the cost of the Development Collection System.

5. Maintenance Bond. Upon substantial completion of construction of the sanitary sewer main extension, which are the component parts of the Local System, and approval and signing of the secondary plat by the Town Council, the Developer or the Developer's Contractor shall provide the Utility with a standard three (3) year Maintenance Bond, as applicable, underwritten by suitable surety, which bond shall provide financial security to the Utility against faulty materials or improper workmanship respecting the construction and installation of the Local System. The Maintenance Bond shall be in an amount equal to ten percent (10%) of all construction costs of the applicable component part of the Local System, or the respective phase thereof. During the three (3) year Maintenance Bond period, the Utility shall own the Local System. The Utility shall, during that three (3) year period, be responsible for the operation, inspection, and routine and emergency maintenance of the Local System. Developer or Developer's Contractor shall be responsible for all costs and expenses associated with repairing, replacing and non-routine maintenance of any portion of the Local System, including but not limited to labor, materials and taxes. During the Maintenance Bond period for the Local System, Developer or Developer's Contractor shall remain obligated for all costs to repair and/or replace the Local System in accordance with the Standards and Specifications in place at the time of final development approval for the phase to be constructed. During such period, any necessary repairs and/or replacements for which Developer is obligated hereunder, may be performed by Utility or its contractor and the documented costs therefore reimbursed to Utility by Developer or Developer's Contractor.
6. Requirements for Acceptance/ Secondary Plat Approval. As a condition of acceptance of the Development Collection System by the USB, and Secondary Plat Approval by the Town Council, and as required by Huntertown Ordinance No. 12-003, Developer shall:
 - a. Demonstrate satisfactory completion of the Development Collection System or any respective phase thereof, furnish to the Utility one set of Certified ("As-Built") Record Drawings along with the CAD plan for incorporation into the Town's GIS mapping system. Said drawings shall show all changes from the original design and include the location of all sewers, manholes, taps, services, field tiles, utility lines, etc. per the Town Specifications in place at the time of final development approval for the phase to be constructed.
 - b. Provide a copy of the final plat for the Development showing property lines, right-of-way and easements
 - c. Provide a Maintenance Bond as specified in section 5 hereof.
 - d. Pay additional construction inspection fees according to Huntertown Ordinance 12-003 due to work performed on weekends or holidays, reconstruction of facilities that are found to be non-compliant or defective, or additional oversight needed by the Town to observe construction activities for contractors that are

found to consistently not meet the Town standards or adhere to the provided schedule.

- e. Secure a written confirmation of satisfactory Final Inspections by Huntertown.
 - f. Provide written confirmation of passing test reports for all sewer infrastructure.
7. Conveyance of the Local System. Within thirty (30) days after satisfactory completion of the Local System, and approval and signing of the secondary plat by the Town Council, the Developer shall convey all rights, title, and interest in the Local System to the Utility, which shall be and remain the sole property of the Utility.
8. 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, including System Development Charges and non-recurring special area connection charges or fees for each new sewer connection as applicable.
9. 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 System, any water mains and facilities connected with 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.
10. Developer Warranties. The Developer does hereby warrant that as of the date of this Special Contract:
- a. GRE DEVELOPMENT, LLC, is 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 Mains and Facilities.
 - b. Brian Brown, Managing Member of GRE Development, LLC, has the requisite legal capacity and authority to execute this Special Contract on behalf of GRE Development, LLC.
 - c. When properly executed, this Special Contract will constitute a valid and binding obligation on the part of GRE Development, 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.
11. 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 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' engineers' and other professional 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.

12. 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 provided shall include, without limitation, all costs, attorneys' fees, expenses and liabilities incurred in

connection with any such damage, claims, liens or liabilities or any action or proceeding brought thereon.

13. Prior Agreements and Amendments. This Special Contract supersedes all previous understandings, either written or verbal, and, as of the effective date of this Special Contract constitutes the entire agreement between the parties, and no modifications or amendments of the terms herein contained shall be effective unless set forth in writing and signed by both parties. However, for purposes of clarity, this Special Contract does not supersede previously written technical review comments or written conditions imposed by the USB.

14. 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:
GRE Development, LLC
c/o Brian Brown
694 W. Lisbon Rd.
Kendallville, IN 46755

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

15. 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.
16. 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.
17. 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.
18. 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.

19. Owner's Consent. SIH, LLC, represents that it is a validly existing Domestic Limited Liability Company in Indiana, that its registered agent is Joseph L. Zehr, 10808 La Cabreah Ln. Fort Wayne, IN 46845; that the person signing this Special Contract represents that he/she has the requisite legal capacity and authority to execute this Special Contract on behalf of SIH, LLC, and acknowledges and consents to the execution of the Special Contract by the Developer, and agrees to be bound thereby.

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
UTILITY SERVICE BOARD

By: _____
Tony Ramey, President

By: _____
Dan Roy, Member

By: _____
Mike Stamets, Member

GRE Development, LLC

By: _____
Brian Brown, Managing Member

SIH, LLC

By: _____, Member

ATTACH LEGAL DESCRIPTION(Exhibit "A"), and depiction of The FENS (Exhibit "B").

**SPECIAL CONTRACT FOR EXTENSION OF A WATER MAIN IN CROSSING AT
THE FENS, SECTION I – A RESIDENTIAL DEVELOPMENT**

THIS SPECIAL CONTRACT FOR EXTENSION OF WATER MAIN ("Special Contract"), executed as of this ____ day of _____, 2025 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 WATER TREATMENT UTILITY. (the "Utility"), a municipal water utility, and **GRE DEVELOPMENT, LLC**, hereinafter (the "Developer"),

WITNESSETH:

WHEREAS, **SIH, LLC**, is the owner of real estate in the Town, more particularly described on **Exhibit A** attached hereto and made a part hereof (the "Real Estate") which is being developed by **GRE DEVELOPMENT, LLC**; and

WHEREAS, Developer is currently in the process of developing the Real Estate into a residential development to be commonly known as **Crossing at The Fens, Section I** (the "Development") within which there will be single family residences located on the Real Estate consisting of sixty (60) residences as depicted on **Exhibit B**;

WHEREAS, the Utility is a municipal utility with an Exclusive Water Service Territory ("WST") as established by Huntertown Ordinances and confirmed by the Indiana Utility Regulatory Commission ("Commission") to provide water service to the area in which the Development will be located;

WHEREAS, the parties acknowledge that this Special Contract and the extension of 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 Development is to be located, the substantial development proposed by the Developer ultimately requiring an extensive distribution system, and the fact that heretofore no 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 6-1.5-40, upon and subject to the terms and conditions herein provided;

WHEREAS, the parties recognize the area within the Utility's WST is experiencing extremely rapid growth, creating demand for the extension of water distribution facilities;

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

WHEREAS the Utility has not requested that the Developer upsize the proposed infrastructure to accommodate connections within the Development.

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 authority to extend water distribution facilities sufficient to satisfy the anticipated 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 Town's Standards and Specifications in place at the time of final development approval for the Development. The Utility hereby agrees to allow the extension of water distribution facilities subject to such standards and specifications, and subject to the terms and conditions of this Special Contract for the Development specified herein.

2. Construction of the Development Distribution Systems.

a. Local Distribution System: Plans and Specifications. Developer shall design, construct and install, at Developer's expense, an extension of the Utility's water mains and facilities within the Development (the "Local System") to be shown on the construction plans for the Local System (the "Local Plan"). The Local System shall consist of water mains and main extensions to service the Development, allowing for main extensions, lateral stubs and other appurtenances and equipment necessary to allow for the future provision of water distribution services to future development, and in accordance with the Town's Standards and Specifications in place at the time of final development approval for the phase to be constructed, and in accordance with 170 IAC 6-1.5-29. The parties agree that the Local Plan shall be prepared at the Developer's expense by a registered professional engineer in the State of Indiana with related experience in the services required to meet all applicable codes, standards, laws, and regulations prior to construction of the Local System.

b. Compliance with Plans and Specifications. The Developer agrees to design, construct, and install the Local System in accordance with the Town's Standards and Specifications, Huntertown Ordinance 12-003, and such other ordinances for developments within the Town's WST, in place at the time of final development approval for the phase to be constructed, and with the Local Plan. If in the opinion of the Utility, construction performed by Developer's contractor did not or do not conform to the Town's Standards and Specifications in place at the time of final development approval for the Development, Developer shall pay to Utility any cost or charge from Utility's engineer for design, redesign, or consultation which may be incurred by the Utility prior to or during construction. Developer also agrees and acknowledges that the Local Plan for the Local 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 System, or any part thereof, and

comply with Title 327 of Indiana Administrative Code, Article 8 for the proposed main extensions.

c. Technical Review. Construction shall not be commenced on the Local 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 water utilities proposed by Developer for the Local System, and Developer has complied with any modifications specified in the technical review letter needed to comply with the Town's Standards and Specifications in place at the time of final development approval for the Development, and Title 327 of the Indiana Administrative Code, Article 8 for the proposed water main extensions.

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

- a. Developer shall provide two (2) sets of final plans that incorporate all comments, along with an electronic submittal of the same.
- b. Provide a copy of the IDEM Public Water Supply Construction Permit and any other permits needed as required by law.
- c. Issue a written notification to the USB at least thirty (30) days before the proposed date for construction to commence, during which time arrangements for testing, inspections, and use of water will be discussed and agreed upon, taking into consideration the detailed Construction Schedule which shall be included with the written notification herein required.

4. Inspection Fees. The Developer acknowledges that the current inspection fee that is payable to the Town is four percent (4%) of the actual construction cost of the proposed water main extension to cover the cost of normal inspections, not including weekends, holidays or reconstruction of non-compliant facilities. The Developer agrees to pay to the Town the inspection fees of the actual documented costs of constructing the Local System, or any respective phase thereof, in accordance with the Town's Standards and Specifications, in place at the time of final development approval for the Development.

5. Maintenance Bond. Upon substantial completion of construction of the water main extensions, which are the component parts of the Local System, and approval and signing of the secondary plat by the Town Council, the Developer or the Developer's Contractor shall provide the Utility with a standard three (3) year Maintenance Bond, as applicable, underwritten by suitable surety, which bond shall provide financial security to the Utility against faulty materials or improper workmanship respecting the construction and installation of the Local System. The Maintenance Bond shall be in an amount equal to ten percent (10%) of all construction costs of the applicable component part of the Local System, or the respective phase thereof. During the three (3) year Maintenance Bond period, the Utility shall own the Local System. The Utility shall, during that three (3) year period, be responsible for the operation, inspection, and routine and emergency maintenance of the Local System. Developer or Developer's Contractor shall be responsible for all costs and expenses associated with repairing, replacing and non-routine

maintenance of any portion of the Local System, including but not limited to labor, materials and taxes. During the Maintenance Bond period for the Local System, Developer or Developer's Contractor shall remain obligated for all costs to repair and/or replace the Local System in accordance with the Standards and Specifications in place at the time of final development approval for the Development. During such period, any necessary repairs and/or replacements for which Developer is obligated hereunder, may be performed by Utility or its contractor and the documented costs therefore reimbursed to Utility by Developer or Developer's Contractor.

6. Requirements for Acceptance/ Secondary Plat Approval. As a condition of acceptance of the Development Distribution System by the USB, and Secondary Plat Approval by the Town Council, and as required by Huntertown Ordinance No. 12-003, Developer shall:
 - a. Demonstrate satisfactory completion of the Development Distribution System or any respective phase thereof, furnish to the Utility one set of Certified ("As-Built") Record Drawings along with the CAD plan for incorporation into the Town's GIS mapping system. Said drawings shall show all changes from the original design and include the location of all sewers, manholes, taps, services, field tiles, utility lines, etc. per the Town Specifications in place at the time of final development approval for the phase to be constructed.
 - b. Provide a copy of the recorded plat for the Development showing property lines, right-of-way and easements
 - c. Provide a Maintenance Bond as specified in section 5 hereof.
 - d. Pay additional construction inspection fees according to Huntertown Ordinance 12-003 due to work performed on weekends or holidays, reconstruction of facilities that are found to be non-compliant or defective, or additional oversight needed by the Town to observe construction activities for contractors that are found to consistently not meet the Town standards or adhere to the provided schedule.
 - e. Secure a written confirmation of satisfactory Final Inspections by Huntertown.
 - f. Provide written confirmation of passing test reports for all water infrastructure.
7. Conveyance of the Local System. Within thirty (30) days after satisfactory completion of the Local System, and approval and signing of the secondary plat by the Town Council, the Developer shall convey all rights, title, and interest in the Local System to the Utility, which shall be and remain the sole property of the Utility.
8. 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, including System Development Charges and non-recurring special area connection charges or fees for each new water connection as applicable.
9. 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

6-1.5-18, including a 3-year Revenue Allowance, as a result of the construction of the Local System, any water mains and facilities connected with 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.

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

- a. GRE DEVELOPMENT, LLC, is 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 Water Mains and Facilities.
- b. Brian Brown, Managing Member of GRE Development, LLC, has the requisite legal capacity and authority to execute this Special Contract on behalf of GRE Development, LLC.
- c. When properly executed, this Special Contract will constitute a valid and binding obligation on the part of GRE Development, 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.

11. 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 public 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 water plant and facilities, or ceasing to reserve capacity as herein provided, or withholding the provision of water service to the Developer's Development;
- C. Collect from the Developer all costs and expenses, including attorneys', architects' engineers' and other professional 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.

12. 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 provided shall include, without limitation, all costs, attorneys' fees, expenses and liabilities incurred in connection with any such damage, claims, liens or liabilities or any action or proceeding brought thereon.

13. Prior Agreements and Amendments. This Special Contract supersedes all previous understandings, either written or verbal, and, as of the effective date of this Special Contract constitutes the entire agreement between the parties, and no modifications or amendments of the terms herein contained shall be effective unless set forth in writing and signed by both parties. However, for purposes of clarity, the agreement does not supersede previously written technical review comments or written conditions imposed by the USB.

14. 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:

GRE Development, LLC
c/o Brian Brown
694 W. Lisbon Rd.
Kendallville, IN 46755

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

15. 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.
16. 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 the 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.
17. 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.
18. 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.
19. Owner's Consent. SIH, LLC, represents that it is a validly existing Domestic Limited Liability Company in Indiana, that its registered agent is Joseph L. Zehr, 10808 La Cabrea Ln. Fort Wayne, IN 46845; that the person signing this Special Contract represents that he/she has the requisite legal capacity and authority to execute this Special Contract on

behalf of SIH, LLC, and acknowledges and consents to the execution of the Special Contract by the Developer, and agrees to be bound thereby.

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,
UTILITY SERVICE BOARD

GRE Development, LLC

By: _____
Tony Ramey, President

By: _____
Brian Brown, Managing Member

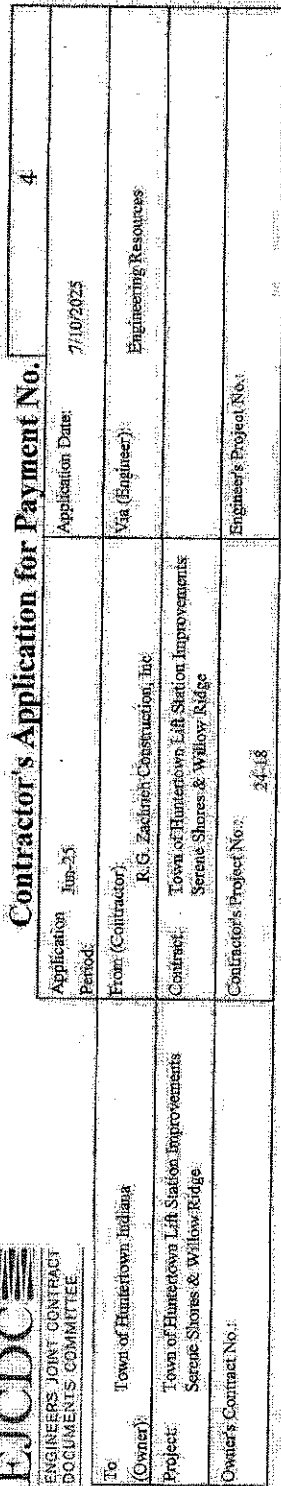
By: _____
Dan Roy, Member

SIH, LLC

By: _____
Mike Stamets, Member

By: _____
, Member

Insert Legal Description - Exhibit "A"
Depiction, Exhibit "B".



Approved Change Orders		Contract Summary	
Number	Additions	Deductions	
1.			ORIGINAL CONTRACT PRICE..... \$ \$1,078,500.00
2.			Net change by Change Orders..... \$
3.			Current Contract Price (Line 1 + 2)..... \$ \$1,078,500.00
4.			TOTAL COMPLETED AND STORED TO DATE
			(Column F on Progress Estimate)..... \$ \$711,068.58
5.			RETAINAGE:
			a. 5% <input checked="" type="checkbox"/> \$494,332.90 Work Completed..... \$ \$247,166.65
			b. 5% <input checked="" type="checkbox"/> \$216,735.68 Stored Material..... \$ \$108,367.84
			c. Total Retainage (Line 5a + Line 5b)..... \$ \$35,553.43
6.			AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ \$675,515.15
7.			LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ \$523,586.97
8.			AMOUNT DUE THIS APPLICATION..... \$ \$152,009.08
9.			BALANCE TO FINISH, PLUS RETAINAGE
			(Column G on Progress Estimate + Line 5 above)..... \$ \$402,984.85
TOTALS			
NET CHANGE BY			
CHANGE ORDERS			

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account in full to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: James R. Breckler Date: 7/10/2025

Payment of: \$ 152,009.08 (Line 8 or other - attach explanation of the other amount)

is recommended by: [Signature] (Owner)

Payment of: \$ 152,009.08 (Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Date)

Approved by: _____

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):		Town of Hiramstown LHM Station Improvements		Application Number: 4				
Application Period:		6/1/2025		Application Date: 7/10/2025				
Sereine Shores & Willow Ridge								
Sereine Shores Lift Station								
A		B	C Work Completed		D	E	F	G
Specification Section No.	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Properly Stored (not in Car/D)	Total Completed and Stored to Date (C+D+E)	% (F/B)	Balance to Finish (B - F)
SS 1	Moh/Denob Labor	\$7,500.00						\$7,500.00
SS 2	Moh/Denob Materials	\$7,500.00	\$5,845.50			\$5,845.50	77.5%	\$1,654.50
SS 3	Contingency Work Allowance	\$10,000.00						\$10,000.00
SS 4	Electric Utility Service Allowance	\$5,000.00						\$5,000.00
SS 5	Gas Utility Service Allowance	\$5,000.00						\$5,000.00
SS 6	Erosion & Sediment Control Labor	\$1,000.00						\$1,000.00
SS 7	Erosion & Sediment Control Materials	\$500.00						\$500.00
SS 8	Bypass Pumping Labor	\$3,000.00						\$3,000.00
SS 9	Bypass Pumping Materials	\$15,000.00		\$2,140.27		\$2,140.27	14.3%	\$12,859.73
SS 10	Submersible Pump Piping & Valve Replacement Labor	\$70,000.00						\$70,000.00
SS 11	Submersible Pump Piping & Valve Replacement Materials	\$21,000.00		\$16,434.00		\$16,434.00	88.4%	\$2,566.00
SS 12	Wet Well Protective Lining Labor	\$5,000.00						\$5,000.00
SS 13	Wet Well Protective Lining Materials	\$10,000.00						\$10,000.00
SS 14	Electrical Switch Gear & Pump Controls Labor	\$11,000.00						\$11,000.00
SS 15	Electrical Switch Gear & Pump Controls Materials	\$66,000.00						\$66,000.00
SS 16	Pole Mounted Security Light Labor	\$5,000.00						\$5,000.00
SS 17	Pole Mounted Security Light Materials	\$5,000.00						\$5,000.00
SS 18	Standby Power Generator & Pad Labor	\$7,000.00						\$7,000.00
SS 19	Standby Power Generator & Pad Materials	\$49,000.00						\$49,000.00
SS 20	Automatic Transfer Switch Labor	\$5,000.00						\$5,000.00
SS 21	Automatic Transfer Switch Materials	\$1,500.00						\$1,500.00
SS 22	Telemetry Improvements Labor	\$1,000.00						\$1,000.00
SS 23	Telemetry Improvements Materials	\$2,000.00						\$2,000.00
SS 24	Concrete Driveway Labor	\$4,000.00						\$4,000.00
SS 25	Concrete Driveway Materials	\$1,000.00						\$1,000.00
SS 26	Concrete Sidewalk Labor	\$1,000.00						\$1,000.00
SS 27	Concrete Sidewalk Materials	\$1,500.00						\$1,500.00
SS 28	Compacted Aggregate Driveway Labor	\$1,500.00						\$1,500.00
SS 29	Compacted Aggregate Driveway Materials	\$1,500.00						\$1,500.00
SS 30	Seeding & Site Restoration Labor	\$1,000.00						\$1,000.00
SS 31	Seeding & Site Restoration Materials	\$1,500.00						\$1,500.00
Totals		\$538,500.00	\$5,845.50	\$18,574.27	\$216,735.68	\$241,155.45		\$297,344.55

Contractor's Application

EICDC C-626 Contractor's Application For Payment
 © 2010 National Society of Professional Engineers for EICDC. All rights reserved.
 Page 4 of 4

Progress Estimate - Lump Sum Work

Contractor's Application

For Contract: Town of Haverstown LIA Station Improvements Sewer Shores & Willow Ridge		Application Number: 4	
Application Period: 6/1/2025		Application Date: 7/10/2025	
Willow Ridge LIA Station		Work Completed:	
A		B	
Description		Scheduled Value (\$)	
Specification Section No.		C	D
		From Previous Application (C-D)	This Period
WR 1	Mob/Demob Labor	\$3,750.00	
WR 2	Mob/Demob Materials	\$5,845.50	
WR 3	Contingency Work Allowance	\$10,000.00	
WR 4	Electric Utility Service Allowance	\$5,000.00	
WR 5	Gas Utility Service Allowance	\$5,000.00	
WR 6	Erosion & Sediment Control Labor	\$1,000.00	
WR 7	Erosion & Sediment Control Materials	\$500.00	\$500.00
WR 8	Bypass Pump Connection Riser Labor	\$7,500.00	\$250.00
WR 9	Bypass Pump Connection Riser Materials	\$7,500.00	
WR 10	Bypass Pumping Labor	\$5,000.00	
WR 11	Bypass Pumping Materials	\$15,000.00	\$5,000.00
WR 12	Submersible Pump Piping & Valve Replacement Labor	\$69,000.00	\$15,000.00
WR 13	Submersible Pump Piping & Valve Replacement Materials	\$20,000.00	\$95,000.00
WR 14	Wet Well Protective Lining Labor	\$5,000.00	\$220,000.00
WR 15	Wet Well Protective Lining Materials	\$15,000.00	\$5,000.00
WR 16	Electrical Switch Gear & Pump Controls Labor	\$8,000.00	\$15,000.00
WR 17	Electrical Switch Gear & Pump Controls Materials	\$65,000.00	\$5,000.00
WR 18	Pole Mounted Security Light Labor	\$3,500.00	\$30,000.00
WR 19	Pole Mounted Security Light Materials	\$5,000.00	\$500.00
WR 20	Standby Power Generator & Fuel Labor	\$7,000.00	\$1,471.63
WR 21	Standby Power Generator & Fuel Materials	\$25,000.00	\$33,596.00
WR 22	Telenetry Improvements Labor	\$2,500.00	
WR 23	Telenetry Improvements Materials	\$2,500.00	
WR 24	Compacted Aggregate Driveway Labor	\$2,500.00	\$2,500.00
WR 25	Compacted Aggregate Driveway Materials	\$2,500.00	
WR 26	Seeding & Site Restoration Labor	\$1,000.00	
WR 27	Seeding & Site Restoration Materials	\$1,500.00	

Huntertown Summary of Remaining Capacity							Data Current 6/30/2025
Date	Water Customers Added	Sewer Customers Added	Water Plant Remaining Capacity	Sewer Plant Remaining Capacity	Total Water Customers	Total Sewer Customers	Notes
4/30/2024			577	1227	5,447	5,538	
5/30/2024	27	27	550	1200	5,474	5,565	
6/30/2024	14	14	536	1186	5,488	5,579	
6/30/2024	-7	-7	543	1193	5,481	5,572	Duplicate entries discovered in customer list
7/31/2024	20	20	523	1173	5,501	5,592	Assumes that irrigation ordinance is approved to limit demand on the water plant (due to high demand in June 2024).
8/31/2024	70	63	453	1110	5,571	5,655	Irrigation ordinance passed by Town Council 9/5/24 to limit demand
9/30/2024	27	24	426	1086	5,598	5,679	
10/31/2024	25	25	401	1061	5,623	5,704	
11/30/2024	17	18	384	1043	5,640	5,722	
12/31/2024	23	23	361	1020	5,663	5,745	
1/31/2025	14	14	347	1006	5,677	5,759	
2/28/2025	19	19	328	987	5,696	5,778	
3/31/2025	12	12	2818	975	5,708	5,790	Increased FIRM capacity at the water plant
4/30/2025	56	56	2762	919	5,764	5,846	
5/31/2025	26	26	2736	893	5,790	5,872	
6/30/2025	17	17	2719	876	5,807	5,889	
Remaining Months Sewer Capacity (at 41 connections / month)						21.4	WWTP Plant Expansion completed fall of 2026
Remaining Months Water Capacity (at 41 connections / month)						66.3	New WTP planned for 2028

CHANGE ORDER NO.: 2

Owner:	Town of Hometown, Indiana	Owner's Project No.:
Engineer:	Engineering Resources, Inc.	Engineer's Project No.: 5978
Contractor:	Krafft Water Solutions, LLC	Contractor's Project No.:
Project:	Carroll Road Septic Relief 2024	
Contract Name:	Carroll Road Septic Relief 2024	
Date Issued:	4 August 2025	Effective Date of Change Order: 4 August 2025

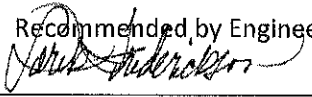
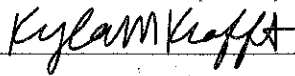
The Contract is modified as follows upon execution of this Change Order:

Description:

Final Contract Amount, Eliminating Unused Contingency Work Allowance.

Attachments:

Change in Contract Price	Change in Contract Times
Original Contract Price:	Original Contract Times:
\$ 216,287.00	Substantial Completion: 31 July 2024
	Ready for final payment: 30 August 2024
Decrease from previously approved Change Orders No. ___ to No. ___:	Increase from previously approved Change Orders No. ___ to No. ___:
\$ N/A	Substantial Completion: N/A
	Ready for final payment: N/A
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 216,287.00	Substantial Completion: 07 March 2025
	Ready for final payment: 04 April 2025
Decrease this Change Order:	Increase this Change Order:
\$ 5,464.00	Substantial Completion: N/A
	Ready for final payment: N/A
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 210,823.00	Substantial Completion: 07 March 2025
	Ready for final payment: 04 April 2025

<p>Recommended by Engineer (if required)</p> <p>By: </p> <p>Title: Engineer</p> <p>Date: 7/31/25</p> <p>Authorized by Owner</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Accepted by Contractor</p> <p></p> <p>Owner</p> <p>July 22, 2025</p> <p>Approved by Funding Agency (if applicable)</p> <p>_____</p> <p>_____</p> <p>_____</p>
--	--

Contractor's Application for Payment

Owner:	<u>Town of Hometown</u>	Owner's Project No.:	<u> </u>
Engineer:	<u>Engineering Resources, Inc.</u>	Engineer's Project No.:	<u>5978</u>
Contractor:	<u>Krafft Water Solutions, LLC</u>	Contractor's Project No.:	<u> </u>
Project:	<u>Carroll Road Septic Relief 2024</u>		
Contract:	<u>Carroll Road Septic Relief 2024</u>		

Application No.:	<u>FINAL</u>	Application Date:	<u>6/25/2025</u>
Application Period:	<u>From</u>	<u>5/20/2025</u>	<u>to</u> <u>6/25/2025</u>

1. Original Contract Price	\$	216,287.00
2. Net change by Change Orders	\$	(5,464.00)
3. Current Contract Price (Line 1 + Line 2)	\$	210,823.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	210,823.00
5. Retainage		
a. <u>0%</u> X \$ <u>210,823.00</u> Work Completed =	\$	-
b. <u>0%</u> X \$ <u>-</u> Stored Materials =	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	-
6. Amount eligible to date (Line 4 - Line 5.c)	\$	210,823.00
7. Less previous payments (Line 6 from prior application)	\$	199,806.85
8. Amount due this application	\$	11,016.15
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	-

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Krafft Water Solutions, LLC**Signature:** Kylam Krafft **Date:** July 22, 2025**Recommended by Engineer****By:** [Signature]**Title:** Engineer**Date:** 7/31/25**Approved by Funding Agency****By:** **Title:** **Date:** **Approved by Owner****By:** **Title:** **Date:** **By:** **Title:** **Date:**

Progress Estimate - Unit Price Work

Owner:	Town of Hometown	Contractor's Application for Payment
Engineer:	Engineering Resources, Inc.	Owner's Project No.:
Contractor:	Kraft Water Solutions, LLC	Engineer's Project No.: 5978
Project:	Carroll Road Septic Relief 2024	Contractor's Project No.:
Contract:	Carroll Road Septic Relief 2024	

Application No.: FINAL		Application Period: From 05/20/25 to 06/25/25		Application Date: 06/25/25								
Bid Item No.	Description	Item Quantity	Contract Information		Value of Bid Item (\$ X E)	Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (J)	
			Units	Unit Price (\$)		Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)					
1	Contingency Work Allowance (Owner Determined)	1	Lsum	\$ 5,000.00		Original Contract	0.93	4,665.00		4,665.00	99%	335.00
2	Electrical Utility Service Allowance (Owner Determined)	1	Lsum	\$ 5,000.00		5,000.00	1.00	5,000.00		5,000.00	100%	
3	Maintenance and Protection of Traffic	1	Lsum	\$ 8,000.00		8,000.00	1.00	8,000.00		8,000.00	100%	
4	Mobilization and Demobilization (Not to Exceed 5%)	1	Lsum	\$ 8,000.00		8,000.00	1.00	8,000.00		8,000.00	100%	
5	Construction Engineering (Not to Exceed 2%)	1	Lsum	\$ 2,500.00		2,500.00	1.00	2,500.00		2,500.00	100%	
6	Project Record Documents	1	Lsum	\$ 500.00		500.00	1.00	500.00		500.00	100%	
7	Erosion and Sediment Control	1	Lsum	\$ 1,500.00		1,500.00	1.00	1,500.00		1,500.00	100%	
8	Above Ground Video Survey	1	Lsum	\$ 500.00		500.00	1.00	500.00		500.00	100%	
9	Seeding and Site Restoration	1	Lsum	\$ 3,500.00		3,500.00	1.00	3,500.00		3,500.00	100%	
10	Site Landscaping	1	Lsum	\$ 7,500.00		7,500.00	1.00	7,500.00		7,500.00	100%	
11	Welcome Sign	1	Lsum	\$ 13,000.00		13,000.00	1.00	13,000.00		13,000.00	100%	
12	Clearing and Grubbing	1	Lsum	\$ 1,500.00		1,500.00	1.00	1,500.00		1,500.00	100%	
13	Utility Pole Bracing	2	Ea	\$ 1,500.00		3,000.00	-				0%	3,000.00
14	Remove and Reset Property Pin	1	Ea	\$ 500.00		500.00	1.00	500.00		500.00	100%	
15	Remove Asphalt Drive	9	Sys	\$ 20.00		180.00	9.00	180.00		180.00	100%	
17	Special Backfill, No. 53	110	Cyd	\$ 25.00		2,750.00	110.00	2,750.00		2,750.00	100%	
18	Exploratory Trenching / Utility Pot-holing	13	Ea	\$ 125.00		1,625.00	9.00	1,125.00		1,125.00	69%	500.00
19	Pavement, Asphalt, for Patching - Roadway	24	Sys	\$ 100.00		2,400.00	21.00	2,100.00		2,100.00	88%	300.00
19B	Pavement, Asphalt, for Patching - Drives	15	Sys	\$ 100.00		1,500.00	15.00	1,500.00		1,500.00	100%	
20	Compacted Aggregate, No. 53, Surface	42	Ton	\$ 22.00		924.00	20.00	440.00		440.00	48%	484.00
21	48 In. MH Type I-A, Sanitary, Depth > 10 Ft	1	Ea	\$ 4,000.00		4,000.00	1.00	4,000.00		4,000.00	100%	
22	48 In. MH Type I-A, Sanitary, Depth < 10 Ft	1	Ea	\$ 3,500.00		3,500.00	1.00	3,500.00		3,500.00	100%	
23	Cleanout, 6 Inch, PVC	7	Ea	\$ 175.00		1,225.00	9.00	1,575.00		1,575.00	129%	
24	Sanitary Sewer, 6 inch, PVC Lateral	282	Lft	\$ 60.00		16,920.00	370.00	22,200.00		22,200.00	131%	
25	Sanitary Sewer, 8 inch, PVC	405	Lft	\$ 65.00		26,325.00	300.00	19,500.00		19,500.00	74%	6,825.00
26	Force Main, 1.5 Inch, HDPE DR9, IPS	25	Lft	\$ 50.00		1,250.00	25.00	1,250.00		1,250.00	100%	
27	Elbow, 6 in., 45, PVC	1	Ea	\$ 75.00		75.00	7.00	525.00		525.00	700%	
28	Elbow, 1.5 In., 45, HDPE	2	Ea	\$ 50.00		100.00	-				0%	100.00
29	Low Pressure Collection System Discharge	1	Ea	\$ 2,000.00		2,000.00	1.00	2,000.00		2,000.00	100%	
30	Marking Post	1	Ea	\$ 500.00		500.00		500.00		500.00	100%	
31	Sewer Service Connection	3	Ea	\$ 1,500.00		4,500.00	3.00	4,500.00		4,500.00	100%	
32	Grinder Station and Appurtenances	1	Lsum	\$ 86,513.00		86,513.00	1.00	86,513.00		86,513.00	100%	
Original Contract Totals					\$	216,287.00		\$	210,823.00	\$	97%	5,464.00

Contractor's Application for Payment

Owner's Project No.:	
Engineer's Project No.:	5978
Contractor's Project No.:	

Application Date: 06/25/25	
1	2
Work Completed and Materials Stored to Date (6 x 4)	36 of 40000
	Balance to Finish (11 x 1)
(6)	(6)
5	0%
	0%
5	5,464.00
	5,464.00
5	100%
5	210,823.00

Contractor's Application for Payment

Owner's Project No.:	
Engineer's Project No.:	5978
Contractor's Project No.:	

[illegible]

WILLOW CREEK MIDDLE SCHOOL CONNECTION CHARGES

Quoted Fees (Assuming 1 ERU)	
WATER	
Permit Fee:	\$75.00
Tap Fee:	\$500.00
Meters (2" & 6"):	\$11,389.00
SEWER:	
Permit Fee:	\$75.00
Tap Fee:	\$500.00
Area Connection Fee:	\$2,000.00
System Development Charge:	\$1,200.00
TOTAL:	\$15,739.00

2025 Fees Per Ordinance (Assuming 37 ERUs)	
WATER	
Permit Fee:	\$75.00
Tap Fee:	\$500.00
Meters (2" & 4"):	\$8,929.15
System Development Charge:	\$2,500 x 37 ERUS = \$92,500
SEWER:	
Permit Fee:	\$75.00
Tap Fee: \$50 per enrolled pupil	x 1,000 students = \$50,000
Area Connection Fee:	\$2,000 x 37 ERUS = \$74,000
System Development Charge:	\$1,200 x 37 ERUS = \$44,400
TOTAL:	\$270,479.15

When contacted by contracting firms interested in submitting bids for the construction of the Willow Creek Middle School, Huntertown quoted contractors \$15,739.00 for connection/tap fees. This is because an internal call was made to use a one (1) ERU calculation for the school, as had been done for Aspen Meadow Elementary in 2019. However, the actual connection/tap charge for the Middle School would be \$270,479.15 using the correct ERU count (~37), applying the Tap Fee per the ordinance, and with the addition of the Water System Development Charge, which was not enacted when NACS was quoted their fees.

It is my recommendation to assess the Willow Creek Middle School as one (1) ERU for two reasons: (1) this is what the school was quoted in early 2024, and what has been built into their budget; and (2) the school will be paying these fees with taxpayer money, and we should attempt to lower the burden on tax payers as much as possible (as I believe was the original intent of only assessing one (1) ERU).