



**HUNTERTOWN UTILITY BOARD
MEETING AGENDA
Monday, August 18, 2025, 5:00 p.m.
Huntertown Town Hall, 15617 Lima Road**

Call to order with Pledge of Allegiance

Approval of Minutes

- August 4, 2025

New Business

- New Water/Sewer Service Application – 1033 Hathaway Road
- Applications to connect (3)
- Special Contracts for Dunton Road water/sewer main extension and oversizing cost share approval
- Waste Actuator replacement quote for WWTP

Old Business

- 2429 W. Shoaff Road private water line

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, August 4, 2025
Huntertown Town Hall, 15617 Lima Road

A public meeting of the Huntertown Utility Service Board was held on Monday, August 4, 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; Town Manager Hannah Walker; Clerk-Treasurer Ryan Schwab; Jim Breckler, Jessica Hile and Derek Frederickson of Engineering Resources Inc, Michael Hawk of Hawk Haynie Kammeyer & Smith; four (4) 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 30, 2025, meeting as presented. Dan Roy seconded. Motion carried 3-0.

Michael Stamets made a motion to conditionally approve a water service application for the Ridge at the Fens, Section I (35 lots) pending technical review and the project stays consistent with the current construction start time requirement. Dan Roy seconded. Hannah Walker provided an overview of the application, noting that this application is for water connections only as all the sewer connections have previously been approved. At that time, construction was required to start within two years, however, the developer was granted an 18-month extension, which requires construction to begin by December 2025. After no further discussion, the motion carried 3-0.

Michael Stamets made a motion to conditionally approve a water service application for the Brook at the Fens, Section I (37 lots) pending technical review and the project stays consistent with the current construction start time requirement. Dan Roy seconded. Hannah Walker provided an overview of the application, noting that this application is for water connections only as all the sewer connections have previously been approved. At that time, construction was required to start within two years, however, the developer was granted an 18-month extension, which requires construction to begin by December 2025. After no further discussion, the motion carried 3-0.

Michael Stamets made a motion to approve an amended sewer service application from SIH LLC/The Fens for 40 additional lots. Dan Roy Seconded. Hannah Walker informed the board that the original application called for 736 lots but was being increased by 40 lots to account for changes to approved plats. Tony Ramey asked that the minutes reflect that this increase is for sewer connections only. After no further discussion, the motion carried 3-0.

Michael Stamets made a motion to approve Pay Application No. 4 from R.G. Zachrich Construction in the amount of \$152,009.08 for work complete on the Serene Shores & Willow Ridge lift station improvements. Dan Roy seconded. Motion carried 3-0.

Michael Stamets made a motion to approve Change Order No. 2 from Krafft Water Solutions in a deducted amount of \$5,464.00 for work on the Carroll Road Septic Relief project. Dan Roy seconded. Motion carried 3-0.

Michael Stamets made a motion the final pay application to Krafft Water Solutions in the amount of \$11,016.15 for work complete on the Carroll Road Septic Relief project. Dan Roy seconded. Motion carried 3-0.

Michael Stamets made a motion to recommend the Huntertown Town Council to enforce the current Town Ordinance when administering connection fees to Northwest Allen County Schools for Willow Creek Middle School. Dan Roy seconded. Hannah Walker provided the council with an outline of fees that were quoted to Northwest Allen County Schools under the previous ordinance compared to what the cost would be to connect to the current ordinance. Under the previous ordinance, the school was charged one Equivalent Residential Unit (ERU) for the sewer area connection fee and sewer system development charge. Additionally, no system development charge for water was quoted as it did not exist in the previous ordinance. This provided the school a total quoted cost to connect at \$15,739. The new ordinance would charge the school district an estimated 37 ERU's for each the water system development charge, sewer area connection fee and sewer system development charge and bring the total connection cost to \$270,479.15. Walker added that the school was quoted this amount in early 2024, just before construction began. She also stated that she spoke with a representative of Northwest Allen County Schools earlier that day, who asked for the town to delay a vote until they can gather more information on this topic. Tony Ramey opened the floor for public comments. Brandon Seifert, Huntertown Town Council Vice-President and resident at 15470 Towne Gardens Court, said the school should be charged by the current ordinance. He does not want the town to get into a pattern of choosing which high-end users get to connect at a discounted rate or not. He said that since the town made local developers follow the ordinance earlier this year when they had prior contracts, the town must do the same with the school. Brian Brown, representing GRE Development at 10808 La Cabreah Drive, said the development group he works with has around 2,200 lots tied into different developments in Huntertown. He said the ordinance change in 2025 cost his development group an estimate \$8 million. He encouraged the council to follow the ordinance. Tony Ramey asked town attorney Mike Hawk what legal ramifications the town would face by not following the current ordinance. Hawk responded by saying the town would bring about more potential legal issues by not following the current ordinance. After no further discussion, the motion carried 3-0.

NEW BUSINESS

Outside of the items listed under Board Action, the following New Business was brought forth:

- Hannah Walker provided the council documents detailing oversizing costs and potential cost share amounts for the Dunton Road water and sanitary sewer main project. Upsizing would cost the town \$19,200 for water main oversizing and \$35,100 for sewer main oversizing. She requested the council approve the expenses contingent on a cost-share agreement with the homeowner. She said the town would pay for the cost in full and then be re-imburshed by the homeowner. Tony Ramey asked how the payback would be structured. Walker said those details would be laid out in the cost-share agreement. Ramey said he would like to see the cost-share agreement first, so long as it did not delay construction. Walker said the project was pegged to start in late September, so waiting until the September meeting to decide would not be a problem. After no further discussion, no action was taken.

OLD BUSINESS

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

REPORTS

Town Manager Hannah Walker had the following report:

- The water well field investigation is ongoing. More information will be provided at the next meeting. The Huntertown Water committee is meeting on August 14, 2025. A report from that meeting will also be presented at the next board meeting.
- Work will begin this month on the wastewater treatment plant phase 3 expansion project.

Clerk-Treasurer Ryan Schwab had no report.

Derek Frederickson of Engineering Resources had the following report:

- He handed out an updated summary of remaining capacity at the water treatment plant and wastewater treatment plant.

Michael Hawk had no report.

PUBLIC COMMENT

Jake Rhoades, a business owner at 2429 W. Shoaff Road, provided details regarding a water leak that impacted his business property and adjacent business property. He said that despite a leak being caused by a third-party contractor working on behalf of the town, the town is claiming no responsibility for the incident. He said a town employee told him that the town has no record of the water line being on the property. He added that he felt like he was treated as insignificant and that he had a heated discussion with the employee and hoped to see him at the meeting to apologize for his role in the argument. Tony Ramey asked what Rhoades was requesting of the town. Rhoades said he would like to be reimbursed for his cost to repair the line, he would like two connections, one for his business and one for the neighboring business to connect to the town's system, and for the town to commit to maintaining proper records of its water line. Walker said she was made aware of the situation and will follow up with the employee in question.

Allison Vought, a resident at 810 Stockwillow Court, said she was watching the livestream of the meeting at home and felt the homeowners working with the town on the Dunton Road water/sewer main upsizing project were being misrepresented. She said there is a timeline and the board waiting until September to enter into an agreement with the homeowners could be costly to some homeowners. She said the homeowners have been waiting on Huntertown and that verbal agreement was given two weeks ago but Huntertown has not come back with a contract. Tony Ramey asked how long it would take to get a contract put together and if the board held a special meeting on Monday, August 18, 2025, to address this topic, could a contract be prepared in time. Mike Hawk said it would take about a week to draft. The board agreed to schedule a meeting for Monday, August 18, 2025, at 5 p.m.

After no further public comment was brought forth, Tony Ramey made a motion to adjourn. Michael Stamets seconded. Motion passed with a voice vote, and the meeting was adjourned at 6:00 p.m.

Attest: _____

Anthony Ramey
President

Ryan Schwab
Clerk Treasurer



Town of Huntertown - 2025

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

Phone (260)637-5058 * www.huntertown.org * Fax (260)637-5891

Existing Septic?

Y(N)

Existing Well?

Y(N)

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: Gregory Sistevaris

Address: 1819 Brandywine Trail, Fort Wayne, IN,
46845

Phone: (260) 414-1660

E-mail: Sistevarisinc@aol.com

Developer / Responsible Party:

Company: Sistevaris Builders, LLC

Contact Person: Gregory Sistevaris

Address: Above

Phone: Above

E-mail: Above

Engineer Information:

Company: _____

Contact Person: _____

Address: _____

Phone: _____

e-mail: _____

Single Lot / Service:

Number of Bedrooms 3

Number of Bathrooms 2 1/2

Property Owner / Development Name:

Gregory Sistevaris

Location / Address: 1033 Hathaway Road, Fort Wayne, IN 46845

Number of Sewer Connections: 1

Number of Water Connections: 1

[Signature]
Property Owner Signature

8-12-2025
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

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





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Request For:

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

Property Owner Information:

Name: Ron & Tina Sproat
Address: 15139 Dunton Rd
Phone: (260) 750-3524
E-mail: fwmuscle@frontier.com

Developer / Responsible Party:

Company: Schmucker Construction
Contact Person: Alvin Schmucker
Address: _____
Phone: (260) 705-4130
E-mail: Ajsch9592@gmail.com

Engineer Information:

Company: _____
Contact Person: _____
Address: _____
Phone: _____
e-mail: _____

Single Lot / Service:

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

Property Owner / Development Name:

Ron & Tina Sproat

Location / Address: 15139 Dunton Rd, Fort Wayne, IN, 46845

Number of Sewer Connections: 1

Number of Water Connections: 1

Property Owner Signature

Date

Purpose of Request: (Attach additional pages if needed)

Connect to Huntertown
water/sewer

APPROVALS

Utility Service Board Conditional Approval of Service¹

Signature

Date

Utilities Representative Technical Review Approval

Signature

Date

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Town of Huntertown - 2025

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Request For:

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

Property Owner Information:

Name: Chuck & Julie Paduano
Address: 15137 Dunton Rd
Phone: (260) 242-1221
E-mail: Chujukp@gmail.com

Developer / Responsible Party:

Company: Schmucker Construction
Contact Person: Alvin Schmucker
Address: _____
Phone: (260) 705-4130
E-mail: Ajsch9592@gmail.com

Engineer Information:

Company: _____
Contact Person: _____
Address: _____
Phone: _____
e-mail: _____

Single Lot / Service:

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

Property Owner / Development Name:

Chuck & Julie Paduano

Location / Address: 15137 Dunton Rd, Fort Wayne, IN, 46845

Number of Sewer Connections: 1

Number of Water Connections: 1

Property Owner Signature

Date

Purpose of Request: (Attach additional pages if needed)

Connect to Huntertown
water/sewer

APPROVALS

Utility Service Board Conditional Approval of Service¹

Signature

Date

Utilities Representative Technical Review Approval

Signature

Date

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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: Justin & Allison Gudel
Address: 818 Stockwillow Court
Phone: (260) 501-2095
E-mail: Lostzealott@gmail.com

Developer / Responsible Party:

Company: Schmucker Construction
Contact Person: Alvin Schmucker
Address: _____
Phone: (260) 705-4130
E-mail: Ajsch9592@gmail.com

Engineer Information:

Company: _____
Contact Person: _____
Address: _____
Phone: _____
e-mail: _____

Single Lot / Service:

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

Property Owner / Development Name:

Justin & Allison Gudel

Location / Address: TBD Dunton Rd, Fort Wayne, IN, 46845

Number of Sewer Connections: 1

Number of Water Connections: 1

Property Owner Signature

Date

Purpose of Request: (Attach additional pages if needed)

Connect to Huntertown
water/sewer

APPROVALS

Utility Service Board Conditional Approval of Service¹

Signature

Date

Utilities Representative Technical Review Approval

Signature

Date

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

**Special Contract for Dunton Road Utility Main Extension
and Cost Share Agreement**

This Special Contract for Dunton Road Utility Main Extension and Cost Share Agreement (the "Agreement") is entered into this 15th day of August, 2025, between the TOWN OF HUNTERTOWN, 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 water and sewer utility, and Lindsay E. Riegle, property owner of 15114 Dunton Road, Fort Wayne, Indiana 46845 (the "Property Owner").

WITNESSETH:

WHEREAS, the Property Owner has under contract the right to purchase, owns or controls real estate continuous to Huntertown, more particularly described on **Exhibit A** attached hereto and made a part hereof (the "Real Estate");

WHEREAS, the development of the Real Estate would benefit from the extension of a water and sanitary sewer main(s) along Dunton Road, within reasonable distance of the Real Estate, more particularly described on **Exhibit B** attached hereto and made a part hereof (the "Design Plan");

WHEREAS, the Town would benefit from the extension of a water and sanitary sewer main(s) along Dunton Road as described in **Exhibit B**;

WHEREAS, the Utility is a municipal utility which has an Exclusive Sewer Service Territory ("SST") and an Exclusive Water Service Territory ("WST") as established by Huntertown Ordinances and confirmed by the Indiana Utility Regulatory Commission ("Commission") to provide sanitary sewage disposal service and water service to the area in which the Real Estate is located;

WHEREAS, the Property Owner desires, requests, and consents to the adoption of an ordinance annexing its Real Estate into the Town which is evidenced by Property Owner's signature affixed to this document.

WHEREAS, the Utility wishes to cooperate with the Property Owner and others within its SST and WST and is willing to allow the Property Owner to construct extension of the Utility's sanitary sewer and water distribution main by private contractors approved by the Utility; and

WHEREAS, the Utility has requested that the Property Owner upsize the proposed sanitary sewage infrastructure from 2” to 3” to create additional capacity beyond what is needed for the Real Estate;

WHEREAS, the Utility has requested that the Property Owner(s) upsize the proposed water main infrastructure from 4” to 6” to create additional capacity beyond what is needed for the Real Estate;

WHEREAS, the USB has approved a cost share for the design, engineering, and permitting of the proposed water and sanitary sewer main(s) with the Property Owner on May 5th, 2025, with the Utility paying 100% of the cost up front to Abonmarche Consultants, LLC and the Property Owner reimbursing the Utility for their cost-share contribution as described in **Exhibit C**;

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

1. Cost Share. The Property Owner hereby agrees to the following:

- a. The Property Owner shall participate in the share of the cost to Abonmarche Consultants, LLC for the design, engineering, and permitting work for the proposed water and sanitary sewer main(s) down Dunton Road (**Exhibit B**) by reimbursing the Town a total of \$1,976.00. This amount shall be due no later than sixty (60) days after this Agreement is fully executed by the parties hereto.
- b. The Property Owner shall participate in the share of the cost paid to Schmucker Construction (“Contractor”) for the construction of the water main (**Exhibit B**) by reimbursing the Town for 27.19% of the total cost (currently estimated at \$18,000). This amount shall be due no later than thirty (30) days after Property Owner is sent notice of the total cost as billed to the Town by Contractor.
- c. The Property Owner shall be responsible to pay Contractor for the cost of extending the sewer main (currently estimated at \$ 31,500) and the Town will be responsible for the cost of up upsizing the sewer line from 2” to 3” when Contractor submits a claim for the upsizing (currently estimated at \$35,100).

2. Connection Fees and Charges. The Property Owner acknowledges and agrees to pay to the Town all connection fees and charges as adopted and authorized by Ordinances and Resolutions of the Utility, including System Development Charges and a non-recurring special area connection charge or fees for each new connection, as applicable. The Property Owner further acknowledges that they are responsible for all costs associated with water line lateral from water main to the house, purchase of the Grinder, Grinder installation, Sewer Tap and Sewer Lateral fees associated with connecting to the Town's Local Systems.
3. Compliance with Plans and Specifications. The Property Owner shall utilize the Design Plan to construct and install, in partnership with adjacent property owners as applicable, an extension of the Utility's water main and sanitary sewer main (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 and WST, all as may be amended from time to time. If, in the opinion of the Utility, construction performed by the Property Owner's contractor did not or do not conform to the Town's Standards and Specifications, as last amended, the Property Owner and all other responsible parties shall pay to the Utility any cost or charge for Utility's engineer for design, redesign, or consultation which may be incurred by the Utility prior or during construction.
4. Conveyance of Local System. Within thirty (30) days after satisfactory completion of the Local System or any respective phase thereof, and final technical approval from the Utility, the Property Owner shall convey all rights, title, and interest of the Local System to the Utility, which shall be and remain the sole property of the Utility.
5. Waiver of Refunds. The parties expressly agree, and the Property Owner acknowledges that in this Agreement they had irrevocably waived any right to any "refund" as defined in 170 IAC 8.5-4-18 and 170 IAC 6-1.5-18, including a 3-year Revenue Allowance, as a result of the construction of the Local System, any sanitary sewer or water mains or 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.

6. Indemnification. The Property Owner 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, under, or about the Real Estate, or arising out of the Real Estate or the operations in connection therewithin or arising out of the construction, operation, maintenance, and repair of the Local System. The indemnification herein provided shall include, without limitation, all costs, attorney fees, expenses and liabilities incurred in connection with any such damages, claims, liens, or liabilities or any action or proceeding brought thereon.
7. Default by Property Owner. In the event of non-payment of the Cost Share amount (identified in paragraph 1) by the Property Owner, the Utility may:
- a. Accelerate the full unpaid balance of the aggregate indebtedness payable by the Property Owner under this Agreement;
 - b. Collect from the Property Owner all costs and expenses, including attorneys', architects', engineers' and other professional fees, incurred or suffered by the Utility in connection with this Cost Share agreement or the Design Plans and the enforcement of the Utility's rights hereunder; and,
 - c. 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 other remedy or the later exercise of the same remedy.
8. Prior Agreements and Amendments. This Agreement supersedes all previous understandings, either written or verbal, as of the effective date of this Agreement, and constitutes the entire agreement between parties, and no modifications or amendments of the terms herein contained shall be effective unless set forth in writing and signed by both parties.

TOWN OF HUNTERTOWN
UTILITY SERVICE BOARD

By: _____
Tony Ramey, President

By: _____

LINDSAY E. RIEGLE
PROPERTY OWNER

By: _____
Lindsay E. Rieggle

Dan Roy, Member

By: _____
Mike Stamets, Member

Special Contract for Dunton Road Utility Main Extension and Cost Share Agreement

This Special Contract for Dunton Road Utility Main Extension and Cost Share Agreement (the “Agreement”) is entered into this _____ day of August, 2025, between the TOWN OF HUNTERTOWN, 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 water and sewer utility, and Charles F. Paduano & Julie G. Paduano, property owners of 15137 Dunton Road, Fort Wayne, Indiana 46845 (the “Property Owners”).

WITNESSETH:

WHEREAS, the Property Owners have under contract the right to purchase, owns or controls real estate continuous to Huntertown, more particularly described on **Exhibit A** attached hereto and made a part hereof (the “Real Estate”);

WHEREAS, the development of the Real Estate would benefit from the extension of a water and sanitary sewer main(s) along Dunton Road, within reasonable distance of the Real Estate, more particularly described on **Exhibit B** attached hereto and made a part hereof (the “Design Plan”);

WHEREAS, the Town would benefit from the extension of a water and sanitary sewer main(s) along Dunton Road as described in **Exhibit B**;

WHEREAS, the Utility is a municipal utility which has an Exclusive Sewer Service Territory (“SST”) and an Exclusive Water Service Territory (“WST”) as established by Huntertown Ordinances and confirmed by the Indiana Utility Regulatory Commission (“Commission”) to provide sanitary sewage disposal service and water service to the area in which the Real Estate is located;

WHEREAS, the Property Owners desire, request, and consent to the adoption of an ordinance annexing its Real Estate into the Town which is evidenced by Property Owner’s signature affixed to this document.

WHEREAS, the Utility wishes to cooperate with the Property Owners and others within its SST and WST and is willing to allow the Property Owners to construct extension of the Utility’s water distribution main by private contractors approved by the Utility; and

WHEREAS, the Utility has requested that the Property Owner(s) upsize the proposed water main infrastructure from 4" to 6" to create additional capacity beyond what is needed for the Real Estate;

WHEREAS, the USB has approved a cost share for the design, engineering, and permitting of the proposed water and sanitary sewer main(s) with the Property Owners on May 5th, 2025, with the Utility paying 100% of the cost up front to Abonmarche Consultants, LLC and the Property Owner reimbursing the Utility for their cost-share contribution as described in **Exhibit C**;

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

1. Cost Share. The Property Owners hereby agree to the following:
 - a. The Property Owners shall participate in the share of the cost to Abonmarche Consultants, LLC for the design, engineering, and permitting work for the proposed water and sanitary sewer main(s) down Dunton Road (**Exhibit B**) by reimbursing the Town a total of \$1,976.00. This amount shall be due no later than sixty (60) days after this Agreement is fully executed by the parties hereto.
 - b. The Property Owners shall participate in the share of the cost paid to Schmucker Construction ("Contractor") for the construction of the water main (**Exhibit B**) by reimbursing the Town for 11.405% of the total cost (currently estimated at \$7,550). This amount shall be due no later than thirty (30) days after Property Owners are sent notice of the total cost as billed to the Town by Contractor.
2. Connection Fees and Charges. The Property Owners acknowledge and agree to pay to the Town all connection fees and charges as adopted and authorized by Ordinances and Resolutions of the Utility, including System Development Charges and a non-recurring special area connection charge or fees for each new connection, as applicable. The Property Owners further acknowledge that they are responsible for all costs associated with water line lateral from water main to the house, purchase of the Grinder, Grinder installation, Sewer Tap and Sewer Lateral fees associated with connecting to the Town's Local Systems.

3. Compliance with Plans and Specifications. The Property Owners shall utilize the Design Plan to construct and install, in partnership with adjacent property owners as applicable, an extension of the Utility's water main and sanitary sewer main (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 and WST, all as may be amended from time to time. If, in the opinion of the Utility, construction performed by the Property Owners' contractor did not or do not conform to the Town's Standards and Specifications, as last amended, the Property Owners and all other responsible parties shall pay to the Utility any cost or charge for Utility's engineer for design, redesign, or consultation which may be incurred by the Utility prior or during construction.
4. Conveyance of Local System. Within thirty (30) days after satisfactory completion of the Local System or any respective phase thereof, and final technical approval from the Utility, the Property Owners shall convey all rights, title, and interest of the Local System to the Utility, which shall be and remain the sole property of the Utility.
5. Waiver of Refunds. The parties expressly agree, and the Property Owners acknowledge that in this Agreement they had irrevocably waived any right to any "refund" as defined in 170 IAC 8.5-4-18 and 170 IAC 6-1.5-18, including a 3-year Revenue Allowance, as a result of the construction of the Local System, any sanitary sewer or water mains or 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.
6. Indemnification. The Property Owners hereby indemnify and hold 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, under, or about the Real Estate, or arising out of the Real Estate or the operations in connection therewithin or arising out of the construction, operation, maintenance, and repair of the Local System. The indemnification herein provided shall include, without limitation, all costs, attorney fees, expenses and liabilities incurred in connection with any such damages, claims, liens, or liabilities or any action or proceeding brought thereon.

7. Default by Property Owners. In the event of non-payment of the Cost Share amount (identified in paragraph 1) by the Property Owners, the Utility may:
- a. Accelerate the full unpaid balance of the aggregate indebtedness payable by the Property Owners under this Agreement;
 - b. Collect from the Property Owners all costs and expenses, including attorneys', architects', engineers' and other professional fees, incurred or suffered by the Utility in connection with this Cost Share agreement or the Design Plans and the enforcement of the Utility's rights hereunder; and,
 - c. 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 other remedy or the later exercise of the same remedy.
8. Prior Agreements and Amendments. This Agreement supersedes all previous understandings, either written or verbal, as of the effective date of this Agreement, and constitutes the entire agreement between parties, and no modifications or amendments of the terms herein contained shall be effective unless set forth in writing and signed by both parties.

TOWN OF HUNTERTOWN
UTILITY SERVICE BOARD

CHARLES F. PADUANO
JULIE G. PADUANO
PROPERTY OWNERS

By: _____
Tony Ramey, President

By: _____
Charles F. Paduano

By: _____
Dan Roy, Member

By: _____
Julie G. Paduano

By: _____
Mike Stamets, Member

Special Contract for Dunton Road Utility Main Extension and Cost Share Agreement

This Special Contract for Dunton Road Utility Main Extension and Cost Share Agreement (the “Agreement”) is entered into this _____ day of August, 2025, between the TOWN OF HUNTERTOWN, 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 water and sewer utility, and Ronald D. Sproat & Christina E. Sproat, property owners of 15139 Dunton Road, Fort Wayne, Indiana 46845 (the “Property Owners”).

WITNESSETH:

WHEREAS, the Property Owners have under contract the right to purchase, owns or controls real estate continuous to Huntertown, more particularly described on **Exhibit A** attached hereto and made a part hereof (the “Real Estate”);

WHEREAS, the development of the Real Estate would benefit from the extension of a water and sanitary sewer main(s) along Dunton Road, within reasonable distance of the Real Estate, more particularly described on **Exhibit B** attached hereto and made a part hereof (the “Design Plan”);

WHEREAS, the Town would benefit from the extension of a water and sanitary sewer main(s) along Dunton Road as described in **Exhibit B**;

WHEREAS, the Utility is a municipal utility which has an Exclusive Sewer Service Territory (“SST”) and an Exclusive Water Service Territory (“WST”) as established by Huntertown Ordinances and confirmed by the Indiana Utility Regulatory Commission (“Commission”) to provide sanitary sewage disposal service and water service to the area in which the Real Estate is located;

WHEREAS, the Property Owners desire, request, and consent to the adoption of an ordinance annexing its Real Estate into the Town which is evidenced by Property Owner’s signature affixed to this document.

WHEREAS, the Utility wishes to cooperate with the Property Owners and others within its SST and WST and is willing to allow the Property Owners to construct extension of the Utility’s water distribution main by private contractors approved by the Utility; and

WHEREAS, the Utility has requested that the Property Owner(s) upsize the proposed water main infrastructure from 4” to 6” to create additional capacity beyond what is needed for the Real Estate;

WHEREAS, the USB has approved a cost share for the design, engineering, and permitting of the proposed water and sanitary sewer main(s) with the Property Owners on May 5th, 2025, with the Utility paying 100% of the cost up front to Abonmarche Consultants, LLC and the Property Owner reimbursing the Utility for their cost-share contribution as described in **Exhibit C**;

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

1. Cost Share. The Property Owners hereby agree to the following:
 - a. The Property Owners shall participate in the share of the cost to Abonmarche Consultants, LLC for the design, engineering, and permitting work for the proposed water and sanitary sewer main(s) down Dunton Road (**Exhibit B**) by reimbursing the Town a total of \$1,976.00. This amount shall be due no later than sixty (60) days after this Agreement is fully executed by the parties hereto.
 - b. The Property Owners shall participate in the share of the cost paid to Schmucker Construction (“Contractor”) for the construction of the water main (**Exhibit B**) by reimbursing the Town for 11.405% of the total cost (currently estimated at \$7,550). This amount shall be due no later than thirty (30) days after Property Owners are sent notice of the total cost as billed to the Town by Contractor.
2. Connection Fees and Charges. The Property Owners acknowledge and agree to pay to the Town all connection fees and charges as adopted and authorized by Ordinances and Resolutions of the Utility, including System Development Charges and a non-recurring special area connection charge or fees for each new connection, as applicable. The Property Owners further acknowledge that they are responsible for all costs associated with water line lateral from water main to the house, purchase of the Grinder, Grinder installation, Sewer Tap and Sewer Lateral fees associated with connecting to the Town’s Local Systems.

3. Compliance with Plans and Specifications. The Property Owners shall utilize the Design Plan to construct and install, in partnership with adjacent property owners as applicable, an extension of the Utility's water main and sanitary sewer main (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 and WST, all as may be amended from time to time. If, in the opinion of the Utility, construction performed by the Property Owners' contractor did not or do not conform to the Town's Standards and Specifications, as last amended, the Property Owners and all other responsible parties shall pay to the Utility any cost or charge for Utility's engineer for design, redesign, or consultation which may be incurred by the Utility prior or during construction.
4. Conveyance of Local System. Within thirty (30) days after satisfactory completion of the Local System or any respective phase thereof, and final technical approval from the Utility, the Property Owners shall convey all rights, title, and interest of the Local System to the Utility, which shall be and remain the sole property of the Utility.
5. Waiver of Refunds. The parties expressly agree, and the Property Owners acknowledge that in this Agreement they had irrevocably waived any right to any "refund" as defined in 170 IAC 8.5-4-18 and 170 IAC 6-1.5-18, including a 3-year Revenue Allowance, as a result of the construction of the Local System, any sanitary sewer or water mains or 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.
6. Indemnification. The Property Owners hereby indemnify and hold 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, under, or about the Real Estate, or arising out of the Real Estate or the operations in connection therewithin or arising out of the construction, operation, maintenance, and repair of the Local System. The indemnification herein provided shall include, without limitation, all costs, attorney fees, expenses and liabilities incurred in connection with any such damages, claims, liens, or liabilities or any action or proceeding brought thereon.

7. Default by Property Owners. In the event of non-payment of the Cost Share amount (identified in paragraph 1) by the Property Owners, the Utility may:
- a. Accelerate the full unpaid balance of the aggregate indebtedness payable by the Property Owners under this Agreement;
 - b. Collect from the Property Owners all costs and expenses, including attorneys', architects', engineers' and other professional fees, incurred or suffered by the Utility in connection with this Cost Share agreement or the Design Plans and the enforcement of the Utility's rights hereunder; and,
 - c. 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 other remedy or the later exercise of the same remedy.
8. Prior Agreements and Amendments. This Agreement supersedes all previous understandings, either written or verbal, as of the effective date of this Agreement, and constitutes the entire agreement between parties, and no modifications or amendments of the terms herein contained shall be effective unless set forth in writing and signed by both parties.

TOWN OF HUNTERTOWN
UTILITY SERVICE BOARD

RONALD D. SPROAT
CHRISTINA E. SPROAT
PROPERTY OWNERS

By: _____
Tony Ramey, President

By: _____
Ronald D. Sproat

By: _____
Dan Roy, Member

By: _____
Christina E. Sproat

By: _____
Mike Stamets, Member

Special Contract for Dunton Road Utility Main Extension and Cost Share Agreement

This Special Contract for Dunton Road Utility Main Extension and Cost Share Agreement (the “Agreement”) is entered into this _____ day of August, 2025, between the TOWN OF HUNTERTOWN, 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 water and sewer utility, and Justin Gudel and Allison Gudel, property owners of TBD Dunton Road, Fort Wayne, Indiana 46845 (the “Property Owners”).

WITNESSETH:

WHEREAS, the Property Owners have under contract the right to purchase, owns or controls real estate continuous to Huntertown, more particularly described on **Exhibit A** attached hereto and made a part hereof (the “Real Estate”);

WHEREAS, the development of the Real Estate would benefit from the extension of a water and sanitary sewer main(s) along Dunton Road, within reasonable distance of the Real Estate, more particularly described on **Exhibit B** attached hereto and made a part hereof (the “Design Plan”);

WHEREAS, the Town would benefit from the extension of a water and sanitary sewer main(s) along Dunton Road as described in **Exhibit B**;

WHEREAS, the Utility is a municipal utility which has an Exclusive Sewer Service Territory (“SST”) and an Exclusive Water Service Territory (“WST”) as established by Huntertown Ordinances and confirmed by the Indiana Utility Regulatory Commission (“Commission”) to provide sanitary sewage disposal service and water service to the area in which the Real Estate is located;

WHEREAS, the Property Owners desire, request, and consent to the adoption of an ordinance annexing its Real Estate into the Town which is evidenced by Property Owner’s signature affixed to this document.

WHEREAS, the Utility wishes to cooperate with the Property Owners and others within its SST and WST and is willing to allow the Property Owners to construct extension of the Utility’s water distribution main by private contractors approved by the Utility; and

WHEREAS, the Utility has requested that the Property Owner(s) upsize the proposed water main infrastructure from 4” to 6” to create additional capacity beyond what is needed for the Real Estate;

WHEREAS, the USB has approved a cost share for the design, engineering, and permitting of the proposed water and sanitary sewer main(s) with the Property Owners on May 5th, 2025, with the Utility paying 100% of the cost up front to Abonmarche Consultants, LLC and the Property Owner reimbursing the Utility for their cost-share contribution as described in **Exhibit C**;

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

1. Cost Share. The Property Owners hereby agree to the following:
 - a. The Property Owners shall participate in the share of the cost to Abonmarche Consultants, LLC for the design, engineering, and permitting work for the proposed water and sanitary sewer main(s) down Dunton Road (**Exhibit B**) by reimbursing the Town a total of \$1,976.00. This amount shall be due no later than sixty (60) days after this Agreement is fully executed by the parties hereto.
 - b. The Property Owners shall participate in the share of the cost paid to Schmucker Construction (“Contractor”) for the construction of the water main (**Exhibit B**) by reimbursing the Town for 50% of the total cost (currently estimated at \$33,100). This amount shall be due no later than thirty (30) days after Property Owners are sent notice of the total cost as billed to the Town by Contractor.
2. Connection Fees and Charges. The Property Owners acknowledge and agree to pay to the Town all connection fees and charges as adopted and authorized by Ordinances and Resolutions of the Utility, including System Development Charges and a non-recurring special area connection charge or fees for each new connection, as applicable. The Property Owners further acknowledge that they are responsible for all costs associated with water line lateral from water main to the house, purchase of the Grinder, Grinder installation, Sewer Tap and Sewer Lateral fees associated with connecting to the Town’s Local Systems.

3. Compliance with Plans and Specifications. The Property Owners shall utilize the Design Plan to construct and install, in partnership with adjacent property owners as applicable, an extension of the Utility's water main and sanitary sewer main (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 and WST, all as may be amended from time to time. If, in the opinion of the Utility, construction performed by the Property Owners' contractor did not or do not conform to the Town's Standards and Specifications, as last amended, the Property Owners and all other responsible parties shall pay to the Utility any cost or charge for Utility's engineer for design, redesign, or consultation which may be incurred by the Utility prior or during construction.
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6. Indemnification. The Property Owners hereby indemnify and hold 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, under, or about the Real Estate, or arising out of the Real Estate or the operations in connection therewithin or arising out of the construction, operation, maintenance, and repair of the Local System. The indemnification herein provided shall include, without limitation, all costs, attorney fees, expenses and liabilities incurred in connection with any such damages, claims, liens, or liabilities or any action or proceeding brought thereon.

7. Default by Property Owners. In the event of non-payment of the Cost Share amount (identified in paragraph 1) by the Property Owners, the Utility may:
- a. Accelerate the full unpaid balance of the aggregate indebtedness payable by the Property Owners under this Agreement;
 - b. Collect from the Property Owners all costs and expenses, including attorneys', architects', engineers' and other professional fees, incurred or suffered by the Utility in connection with this Cost Share agreement or the Design Plans and the enforcement of the Utility's rights hereunder; and,
 - c. 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 other remedy or the later exercise of the same remedy.
8. Prior Agreements and Amendments. This Agreement supersedes all previous understandings, either written or verbal, as of the effective date of this Agreement, and constitutes the entire agreement between parties, and no modifications or amendments of the terms herein contained shall be effective unless set forth in writing and signed by both parties.

TOWN OF HUNTERTOWN
UTILITY SERVICE BOARD

JUSTIN GUDEL
ALLISON GUDEL
PROPERTY OWNERS

By: _____
Tony Ramey, President

By: _____
Justin Gudel

By: _____
Dan Roy, Member

By: _____
Allison Gudel

By: _____
Mike Stamets, Member

Duron 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

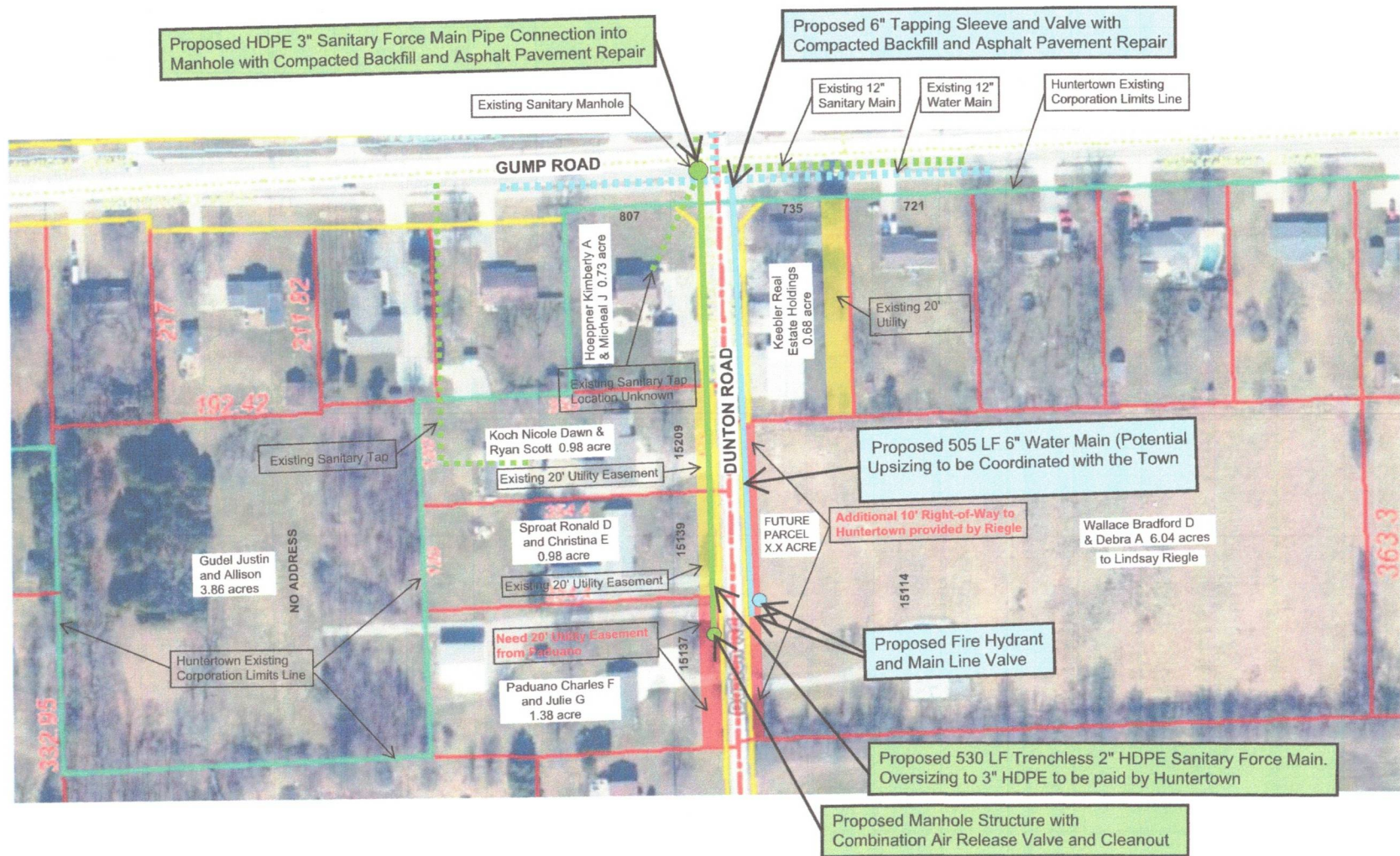
Dunton Road Main Extension - Water Main Construction Costs

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



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

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



www.americanpumprepair.com
Phone (317)861-6791
Fax (317)861-6846

Huntertown WWTP
Ref: Waste Actuator Replacement
Attn: Darren Dafforn

8/13/2025

American Pump Repair & Service, Inc. is pleased to propose the following equipment for the above project:

Qty.

- (1) Provide the needed labor and materials to remove existing non-working and install a drop-in replacement actuator, Limatorque MXa-05 Non-Intrusive, Electric Motor Actuator, 40RPM, WP Enclosure, A1 FA10 Base, Blank Nut, Analog Control & Position Feedback, OA Relays, TM 12" HW, Local Controls, LCD Screen, SSMR, Quik. Commissioning will involve setting position limits, tq limits, digital relay configuration for fully open or closed position indication, scaling/calibration of both analog 4-20mA input & output across the full range of 0-100% open or closed. This will involve syncing the actuator with the plant control systems for both command & feedback.

Total Price: \$23,880.00

Notes:

- Owner is responsible for cleaning/removing 6" of water in the existing pit before work begins.
- Plant operator to be on-site while commissioning to calibrate the analog inputs and outputs to the plant control system.

Thank you,

Matthew Lentz

Sales Engineer
American Pump Repair & Service, Inc.
Phone: 317-861-6791
Cell: 260-740-0005
Email: ml@americanpumprepair.com

Hannah & Ryan,

About a month ago the automated pinch valve on the wasting line here at the plant malfunctioned again. This problem happened about two years ago and American Pump repaired it with a new circuit board in the valve, which cost about \$5,000 for the board. American Pump came out Friday and confirmed that the circuit board is bad again. They are going to get me a quote on a new valve since this one is very expensive to repair and it's happened more than once now. I will let you know when I receive the quote. In the mean time I have been able to waste with the valve open manually, but I can't easily control the wasting rate when it's running manually.

Thanks,

Darren Dafforn
Huntertown WWTP
(260)438-1777

Hannah & Ryan,

I received the quote from American Pump for a new automated pinch valve and I have attached it. The price was higher than I thought it would be (\$23,880), so I asked if they could give us a quote to repair the old valve again. The last time they changed the circuit board in the old valve it was around \$5000, and they said they could try that again, but they won't guarantee that will fix it this time around, so it could be a \$5000 waste if it doesn't work. Let me know what you think of purchasing a new valve or if you have any other suggestions.

Thanks,

Darren Dafforn
Huntertown WWTP
(260)438-1777



New 12" Water Main
(Currently Under
Construction)

Bore private
service line
under road

New private
line with
individual
shut-offs

Disconnect
Lines

Jake
Rhoades
2429 W.
Shoaff
Road

W. Shoaff Rd