



HUNERTOWN UTILITY BOARD MEETING AGENDA

Wednesday, January 14, 2026, 5:00pm
Hunertown Town Hall, 15617 Lima Road

Call to order with Pledge of Allegiance

New Business

- Approval of Employee Enrollment in Alliance of Indiana Rural Water Water Treatment & Distribution Certification Exam Review

Old Business

- New Water and Sewer Service Application – The Learning Experience

Reports

Hannah Walker – Town Manager

Ryan Schwab – Clerk Treasurer

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

Adjournment

Next Meeting of the Hunertown Utility Service Board is Monday, February 2, 2026 at 5:00pm.

Meeting can be streamed online at www.youtube.com/@TownofHunertownIndiana

Utility Board Member appointments:

Michale Stamets	3-year term expiring 12/31/2026	Town Council appointee
Dan Roy	3-year term expiring 12/31/2027	Town Council Executive appointee
Anthony Ramey	3-year term expiring 12/31/2028	Town Council Executive appointee

Water Operator Certification Exam Prep Courses

Alliance of Indiana Rural Water is pleased to offer exam review courses as preparation for individuals planning to take the Indiana certification exam for Water Distribution (DSS, DSM, or DSL) or Water Treatment (WT1, WT2, WT3, WT4 & WT5) operator certification.

Water Treatment & Distribution Certification Exam Review - Online

This course consists of 8 sessions.

Cost: \$400 member/ \$500 non-member

Thursday, January 29, 2026

9:00 AM - 3:00 PM (EST)

Online (ZOOM)

Register Here Now!

(<https://www.inh2o.org/events/water-treatment-and-distribution-certification-exam-review---online>)

This eight session Water Operator Exam Review Course is designed to assist individuals taking the certification exam for Water Distribution (DSS, DSM, & DSL) and Water Treatment (WT1, WT2, WT3, WT4 & WT5).

Any questions on required course material, please contact Donald Papai at dpapai@inh2o.org (<mailto:dpapai@inh2o.org>)

Registration Closes Monday, January 19th, 2026

(<https://www.inh2o.org/events/water-treatment-and-distribution-certification-exam-review---online/register>)

This course will be offered in webinar format. Registered attendees will receive a separate email prior to the course with additional class information.

Class Dates:

January 29, 2026

February 5, 2026

February 12, 2026

February 19, 2026

February 26, 2026

March 5, 2026

March 12, 2026

March 26, 2026

Registrants are responsible for obtaining the text books. Students can purchase either the AWWA textbooks or the Sacramento State Office of Water Programs textbooks.

AWWA texts: www.awwa.org (<https://www.awwa.org/>) or 800.926.7337

Water Distribution - Grade 1-2 & 3-4

Water Treatment - Grade 1, 2, & 3-4

AWWA catalog no.: WSOSET-1E for full set (5 book set)

Sacramento State Office of Water Programs texts:

www.owp.csus.edu/courses/drinking-water.php (<https://www.owp.csus.edu/courses/drinking-water.php>) or (916) 278-6142

Water Distribution System Operation and Maintenance

Water Treatment Plant Operation, Volumes 1 & 2

Registration Closes January 19th, 2026

(<https://www.inh2o.org/events/water-treatment-and-distribution-certification-exam-review---online/register>)

review---online/register)

Ivy Tech Holiday Schedule (<https://assets.noviams.com/novi-file-uploads/airw/Training/IvyTechHolidaySchedule.pdf>)

IDEML Exam Certification Info:

Ivy Tech will offer the exam any business day throughout the year (no postmark due date for submitting applications). This is a computerized exam, and applications must still be submitted through IDEML. In addition, IDEML will offer a paper exam to be held in Indianapolis in November each year.

IDEML Water testing dates, applications, prep materials, and past exam results.
(<http://in.gov/idem/cleanwater/2446.htm>)

IDEML Requirements to Test for Certification (<http://in.gov/idem/cleanwater/2447.htm>)

IDEML Formula / Conversion Tables for Water Treatment and Distribution Exams
(https://assets.noviams.com/novi-file-uploads/airw/Training/dw_ops_formula_conversion_tables.pdf)

Contact

555 West Jefferson Street

Franklin, Indiana 46131

United States

3177894200

 (https://www.facebook.com/allianceAIRW?view_public_for=296847901503#)  (<https://x.com/allianceinh2o>)

 (<https://www.linkedin.com/company/alliance-of-indiana-rural-water>)

 (<https://www.youtube.com/@allianceofindianaruralwate8839>)  (/contact-us)

About Us



Town of Hunertown - 2024

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

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

HUNERTOWN APPLICATION FOR NEW WATER AND SEWER SERVICES

All requests for new water and sewer service shall be made to the Hunertown Utility Service Board for their approval before any connections can be made to Hunertown 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. Hunertown 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 Hunertown for placement on the agenda for the next available meeting of the USB for their consideration and approval.

Request For:

New Water / Sewer Service Water Main Extension Sewer Main Extension

Property Owner Information:

Name: BD DevCo Indiana (Troy Dyer, Authorized Signatory)

Address: PO Box 174 South Milford, IN 46786

Phone: 260-410-2269

E-mail: tdyer@bddev.com

Developer / Responsible Party:

Company: Same as owner

Contact Person: _____

Address: _____

Phone: _____

E-mail: _____

Engineer Information:

Company: Engineering Resources, Inc.

Contact Person: Ken Dunn

Address: 4175 New Vision Dr

Phone: 260-490-1025

E-mail: Ken@eri.consulting

Single Lot / Service:

Number of Bedrooms N/A

Number of Bathrooms N/A

Existing Well? Y/N

Existing Septic?

Y/N

Property Owner / Development Name:

The Learning Experience

Location / Address: 1925 Nisbet Rd.
Fort Wayne, IN 46885

Number of Sewer Connections: 1 Connection

Number of Water Connections: 1 Connection

Troy Dyer 11/10/2025

Property Owner Signature Date

Purpose of Request: (Attach additional pages if needed)

Existing Taps will be used for new Child/Preschool development which was part of overall development application dated 10/09/2023 (attached)

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.



Town of Huntertown - 2023

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. This form shall be completed in its entirety, signed by the property owner, and presented to Huntertown for placement on the agenda for the next available meeting of the USB for their consideration and approval.

Request For:

New Water / Sewer Service
Water Main Extension
Sewer Main Extension

Property Owner Information:

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

Developer / Responsible Party:

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

Engineer Information:

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

Single Lot / Service¹:

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

Property Owner / Development Name: _____

Copper Creek Shops

Location / Address: 1955 Copper Mine Psg.

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

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

 10/09/2023
Property Owner Signature Date

Purpose of Request: (Attach additional pages if needed)

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

APPROVALS

* Utility Service Board Conditional Approval of Service²


Signature

12-4-23
Date

Utilities Representative Technical Review Approval

Signature _____ Date _____

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

* Meet Technical Review Requirements

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

² Technical review and approval required by the Town Utility Superintendent or town designated representative

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

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

WITNESSETH:

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

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

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

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

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

Copper Creek Shops

Special Contract

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

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

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

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

1. Application for Extension of Facilities. Developer hereby applies to the Utility for the extension of sanitary sewage disposal and water distribution facilities sufficient to satisfy the projected future demands, as projected by the Developer, of the Development which the Developer proposes to construct, and requests such extensions from the Utility in accordance with the terms and conditions of this Special Contract and the rules and regulations of the Utility. The Utility hereby agrees to allow the extension of sanitary sewage disposal and water distribution facilities subject to such rules and regulations, and subject to the terms and conditions of this Special Contract.

2. Construction of the Development Collection and Distribution Systems.

a. Local Collection and Distribution System: Plans and Specifications. Developer shall design, construct and install, at Developer's expense, an extension of the Utility's sanitary and water mains and facilities within the New Subdivision (the "Local Collection and Distribution System") to be shown on the construction plans for the Local Collection and Distribution System (the "Local Plans"). The Local Collection and Distribution System shall consist of interceptor sewer and water mains, main extensions, lateral stubs and other appurtenances and equipment necessary to allow for the future provision of sanitary sewage disposal and water distribution services to the Development in accordance with the

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

b. The parties acknowledge that the New Subdivision is part of the Development, and therefore the Local Collection and Distribution System may be constructed in phases. In accordance with the Town's Development Ordinance, and the Commission's main extension rule 170 IAC 8.5-4-28(b), the Local Collection and Distribution System shall be constructed to the end of the lot or frontage of the most remote lot to be served. The Local Plans for each phase shall be acceptable to the Utility, and must be submitted to, and approved by, the Utility prior to construction of each respective phase of the Local Collection and Distribution System. Upon approval by the Utility, the Local Plans shall become a part of this Special Contract. The costs to obtain such permits shall be paid by the Developer.

c. Compliance with Plans and Specifications. The Developer agrees to design, construct, install the Local Collection and Distribution System in accordance with the Town's Standard's and Specifications, Huntertown Ordinance 12-003, and such other ordinances for developments within the Town's exclusive sanitary sewer and water service territory, as may be amended from time to time, and in accordance with the Local Plans. Developer also agrees and acknowledges that the Local Plans, and the Standards and Specifications for the Local Collection and Distribution System, or any part thereof, must be submitted to and approved by the Indiana Department of Environmental Management ("IDEM"), or other governmental bodies prior to commencing construction and installation of the Local Collection and Distribution System, or any part thereof.

d. Technical Review. Construction shall not be commenced on the Local Collection and Distribution System, or any part thereof, until Developer has obtained approval from the Utility following a technical review by the Utility's engineer and Utility personnel of the plans for sanitary sewer and water utilities proposed by Developer for the Local Collection and Distribution System, and Developer has complied with any modifications specified in the technical review letter needed to comply with the Town of Huntertown Standards and Specifications as last amended, and Title 327 of the Indiana Administrative Code, Articles 3 and 8 for the proposed sanitary sewer and water main extensions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Copper Creek Shops
Special Contract

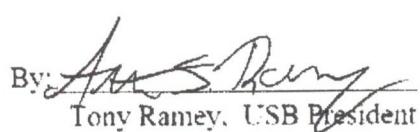
nonetheless remain valid and enforceable; provided, however, that if in the reasonable opinion of Utility, the Special Contract fails of its essential purpose as a result of the severed provision(s), the Utility shall have the right to terminate the Special Contract.

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

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

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

TOWN OF HUNTERTOWN, INDIANA
UTILITY SERVICE BOARD

By: 
Tony Ramey, USB President

BD DEVCO, INDIANA LP

By: 
Troy Dyer, General Partner's Authorized Signatory