

STATE OF INDIANA

INDIANA UTILITY REGULATORY COMMISSION

**IN THE MATTER OF THE PETITION OF THE)
TOWN OF WINFIELD, LAKE COUNTY,)
INDIANA, FOR APPROVAL OF A) CAUSE NO. 45992
REGULATORY ORDINANCE ESTABLISHING)
A SERVICE TERRITORY FOR THE TOWN'S)
MUNICIPAL SEWER SYSTEM PURSUANT TO)
IND. CODE § 8-1.5-6 ET SEQ)**

PUBLIC’S EXHIBIT NO. 1

TESTIMONY OF KRISTEN WILLOUGHBY

ON BEHALF OF

THE INDIANA OFFICE OF UTILITY CONSUMER COUNSELOR

August 19, 2025

Respectfully submitted,

INDIANA OFFICE OF UTILITY CONSUMER COUNSELOR



Daniel M. Le Vay, Attorney No. 22184-49
Senior Deputy Consumer Counselor
OFFICE OF UTILITY CONSUMER COUNSELOR
115 W. Washington St., Suite 1500 South
Indianapolis, IN 46204
Email: dlevay@oucc.in.gov

CERTIFICATE OF SERVICE

This is to certify that a copy of the *Public's Exhibit No. 1 – Testimony of Kristen Willoughby on behalf of the OUCC* has been served upon the following counsel of record in the above captioned proceeding by electronic service on August 19, 2025.

J. Christopher Janak
Gregory S. Loyd
Jacob T. Antrim
BOSE MCKINNEY & EVANS LLP
111 Monument Circle, Suite 2700
Indianapolis, IN 46204
Email: JJanak@boselaw.com
gloyd@bosleaw.com
JAntrim@boselaw.com

Intervenor Attorney's for City of Crown Point
Robert M. Glennon
ROBERT GLENNON & ASSOCIATES
3697 N. 500 E Danville IN 46122
Indianapolis, IN 46204
Email: robertglennonlaw@gmail.com

Mark W. Cooper
ATTORNEY AT LAW
1449 North College Avenue
Indianapolis, IN 46202
Email: attymcooper@indy.rr.com

David M. Austgen
AUSTGEN KUIPER JASAITIS P.C.
130 N. Main Street
Crown Point, Indiana 46307
Email: akapc@austgenlaw.com

Intervenor Attorney's for LBL Development, LLC & Town of Hebron
Steven W. Krohne
Jennifer L. Schuster
Jack M. Petr
ICE MILLER LLP
One American Square, Suite 2900
Indianapolis, Indiana 46282-0200
Email: steven.krohne@icemiller.com
jennifer.schuster@icemiller.com
jack.petr@icemiller.com

Jonathan Lotton
LBL DEVELOPMENT, LLC
14400 Lake Shore Dr.
Cedar Lake, IN 46303
Email: jonathan.lotton27@gmail.com

Brett R. Galvan
**ATTORNEY GALVAN FOR TOWN OF
HEBRON**
121 N. Main Street
Hebron, IN 46341
Email: brettgalvanlaw@gmail.com



Daniel M. Le Vay, Attorney No. 22184-49
Senior Deputy Consumer Counselor

INDIANA OFFICE OF UTILITY CONSUMER COUNSELOR

115 West Washington Street

Suite 1500 South

Indianapolis, IN 46204

infomgt@oucc.in.gov

317/232-2494 – Phone

317/232-5923 – Facsimile

TESTIMONY OF OUCC WITNESS KRISTEN WILLOUGHBY
CAUSE NO. 45992
TOWN OF WINFIELD

I. INTRODUCTION

1 **Q: Please state your name and business address.**

2 A: My name is Kristen Willoughby, and my business address is 115 West Washington
3 Street, Suite 1500 South, Indianapolis, Indiana 46204.

4 **Q: By whom are you employed and in what capacity?**

5 A: I am employed by the Indiana Office of Utility Consumer Counselor (“OUCC”) as
6 a Utility Analyst in the Water/Wastewater Division. My qualifications and
7 experience are set forth in Appendix A.

8 **Q: What is the Town of Winfield seeking in its filing?**

9 A: According to the Petition it filed initiating this proceeding, the Town of Winfield
10 (“Winfield”) is requesting approval of Ordinance No. 358 (“Winfield’s regulatory
11 ordinance”), “establishing Winfield’s Sewer Service Area (“Winfield Service
12 Area”) and regulating the furnishing of sewer therein (“regulatory ordinance”),”
13 pursuant to Indiana Code § 8-1.5-6.¹

14 **Q: Is Winfield the only utility seeking approval to provide service in the proposed**
15 **Winfield Service Territory?**

16 A: No. The City of Crown Point and Crown Point City Utilities (collectively “Crown
17 Point”) filed a Petition under Cause No. 46035 for approval of Ordinance No. 2023-
18 08-19 (“Crown Point’s regulatory ordinance”), “establishing an exclusive service
19 area for water and wastewater utility service and regulating the furnishing of water

¹ Petition in Cause No. 45992, page 2.

1 and wastewater sewage services therein,” pursuant to Indiana Code § 8-1.5-6. A
2 portion of Crown Point’s proposed service area overlaps with Winfield’s proposed
3 service area. On February 11, 2025 the Indiana Utility Regulatory Commission
4 (“Commission”) ruled Cause Nos. 45992 and 46035 would not be combined.
5 However, the decision who would serve the overlapping sewer service area
6 (“Disputed Area”) would be decided in Cause No. 45992.

7 **Q: What is the purpose of your testimony?**

8 A: I discuss the information from Winfield’s and Crown Point’s petition, testimony,
9 and data request responses. I explain that based on the information contained
10 therein, both Winfield and Crown Point meet the requirements of Indiana Code § 8-
11 1.5-6-9(b). I provide additional facts to assist the Commission in its evaluation.

12 **Q: What did you do to prepare your testimony?**

13 A: I reviewed Winfield’s initial Petition and the testimony of its witness as well as its
14 revised Petition and testimony of its witnesses. I reviewed Crown Point’s initial
15 Petition in Cause No. 46035 and the testimony of its witness as well as its revised
16 Petition and the testimony of its witnesses. I reviewed the Final Order in Cause No.
17 42930, issued May 24, 2006, in which the Indiana Utility Regulatory Commission
18 (“Commission” or “IURC”) approved the acquisition of the wastewater utility by
19 the Town of Winfield. I reviewed certain documents obtained from the Indiana
20 Department of Environmental Management (“IDEM”) regarding the wastewater
21 utility operations of Winfield and Crown Point. I wrote data request questions and
22 reviewed Winfield’s and Crown Point’s responses to data request questions. I

1 reviewed data request questions and responses from intervenor LBL Development,
2 LLC ("LBL" or "Developer"). I attended attorney conferences held in this case.

3 **Q: To the extent you do not address a specific item, should that be construed to**
4 **mean you or the OUCC agree with Applicant's proposal?**

5 A: No. The scope of my testimony is limited to the specific items addressed herein.

6 **Q: What documents are attached to your testimony?**

7 A: My testimony includes the following attachments:

- 8 • Attachment KW-01: Winfield's Response to Crown Point DR 2-9
- 9 • Attachment KW-02: City of Crown Point Q4 2024 Compliance Update
- 10 • Attachment KW-03: Winfield's Response to Crown Point DR 1-51
- 11 • Attachment KW-04: Winfield's Response to Crown Point DR 2-13
- 12 • Attachment KW-05: Winfield's Response to Crown Point DR 2-24 and 2-25
- 13 • Attachment KW-06: Crown Point's Supplemental Response to Winfield DR 4-
14 5
- 15 • Attachment KW-07: Crown Point's Second Updated Response to Winfield DR
16 3-1 and 3-2
- 17 • Attachment KW-08: Appendix N of Crown Point's November 2021 Master
18 Plan, p. 1
- 19 • Attachment KW-09: Figure 4-1 of Appendix N of Crown Point's November
20 2021 Master Plan
- 21 • Attachment KW-10: City of Crown Point Code of Ordinances Title V § 51.27
- 22 • Attachment KW-11: Crown Point's Response to Winfield's DR 2-1
- 23 • Attachment KW-12: Crown Point's Response to Winfield's DR 9-1
- 24 • Attachment KW-13: Crown Point's Second Updated Response to Winfield's
25 DR 3-11

1 **Q: What is required of a Petitioner seeking approval of a regulatory ordinance**
2 **pursuant to Indiana Code § 8-1.5-6?**

3 A: According to Indiana Code § 8-1.5-6-9(b), the petition for this type of request must
4 include the following:

5 (1) A description of the service territory established in the regulatory ordinance.

6 (2) Proposed rates and charges for the services to be provided in the service
7 territory.

8 (3) A list of any administrative or judicial proceedings involving the regulatory
9 ordinance.

10 (4) A list of any utilities actually or potentially affected by the regulatory
11 ordinance.

12 **Q: How has Winfield satisfied the aforementioned requirements?**

13 A: Yes. Winfield's Ordinance 358, filed under Winfield's Exhibit 2, included both a
14 written description and a map of the service territory established in the regulatory
15 ordinance. The entire Winfield Service Area is approximately 6,375 acres.² The
16 Disputed Area is roughly 1,840 acres, most of which is owned by LBL.³ The
17 Developer also owns approximately 400 acres of land contiguous with the Disputed
18 Area that is located within Winfield Municipal Limits.⁴

19 The proposed rates and charges for services to be provided in the service
20 territory are discussed in Exhibit 3 – Ordinance Nos. 143-F and 143-G of the
21 Petition. These rates are approved by the Winfield Town Council and are the same
22 for the Winfield Service Area as for municipal customers.

23 With regard to listing any administrative or judicial proceedings involving
24 the regulatory ordinance, Winfield noted in its Petition that there are “not currently

² Beaver Testimony, p. 3, l. 23.

³ Strong Testimony, p. 23, l. 11.

⁴ Beaver Testimony, p. 9, l. 7.

1 any administrative or judicial proceedings regarding the Regulatory Ordinance”
2 except for the Commission Cause No. 45992.

3 Finally, in its Petition, Winfield listed Crown Point and Community
4 Utilities of Indiana, Inc. as utilities actually or potentially affected by the regulatory
5 ordinance. Additionally, the Town of Hebron, which is located adjacent to the
6 southeast side of the Winfield Service Area, has intervened in the case.

7 **Q: How has Crown Point satisfied the requirements of Indiana Code § 8-1.5-6 for**
8 **the Disputed Area?**

9 A: Yes. Attachment A, Exhibit 1 of Mr. Falkowski’s Direct Testimony is a copy of the
10 most recent version of Regulatory Ordinance No. 2025-02-08, which contains a
11 map of the service territory. The Disputed Area is located in the southeastern
12 portion of the map.

13 The proposed rates and charges for services to be provided in Crown Point’s
14 proposed service territory are discussed in Attachment A, Exhibits 3, 4, 5, and 6
15 Ordinance Nos. 2025-01-02, 2024-02-07, 2020-11-21, and 2020-11-20 of Mr.
16 Falkowski’s Direct Testimony. These rates are approved by the Crown Point City
17 Council. While one-time fees are the same for the Crown Point Service Area as for
18 municipal customers, monthly rates are higher for customers located outside Crown
19 Point’s municipal limits.

20 The sewage service provider for the Disputed Area is being decided in this
21 Cause No. 45992. The remainder of the sewer service territory and the water service
22 territory included in Crown Point’s Regulatory Ordinance will be decided under
23 Cause No. 46035. Crown Point stated it had discussions with other utilities and
24 came to an agreement on the service territory boundaries found in the map included

1 in Attachment A, Exhibit 1 of Mr. Falkowski's Direct Testimony.⁵ The only party
2 Crown Point did not come to an agreement with was Winfield.⁶

3 Finally, Crown Point listed Winfield, Schererville, St. John, Cedar Lake,
4 Lowell, Merrillville Conservancy District, Indiana American Water Company, Inc.,
5 and Community Utilities of Indiana, Inc., as utilities actually or potentially affected
6 by its regulatory ordinance.⁷

7 **Q: What should the Commission consider when evaluating the proposed**
8 **regulatory ordinance pursuant to Indiana Code §8-1.5-6?**

9 A: According to Indiana Code §8-1.5-6-8(g), the Commission should consider the
10 following:

- 11 (1) The ability of another utility to provide service in the regulated territory.
12 (2) The effect of a commission order on customer rates and charges for service
13 provided in the regulated territory.
14 (3) The effect of the commission's order on present and future economic
15 development in the regulated territory.
16 (4) The history of utility service in the regulated territory, including any contracts
17 for utility service entered into by the municipality that adopted the regulatory
18 ordinance and any other municipalities, municipal utilities, or utilities.
19 (5) Any other factors the commission considers necessary.

20 **Q: Is Winfield capable of providing service to the Winfield Service Area?**

21 A: Mr. Duffy and Mr. Lin discussed the options Winfield has to provide service to the
22 LBL development within the next twelve months. Mr. Lin also explained that the
23 Winfield wastewater treatment plant ("WWTP") has the ability to be expanded to
24 provide additional capacity in the future for the LBL development, Winfield
25 Service Area, and within the Town of Winfield. Extending new service to the
26 Winfield Service Territory will require a combination of constructing gravity

⁵ Falkowski Testimony, p. 16-17.

⁶ Falkowski Testimony, p. 17, l.2.

⁷ Falkowski Testimony, p. 16, l. 7-8.

1 sewers, force mains, and new lift stations as well as adding capacity to existing lift
2 stations. Mr. Duffy also provided a general layout for providing service to the entire
3 Winfield Service Area.⁸ Winfield has recently finished an expansion of its WWTP
4 and does not anticipate needing to expand it again until at least 2042.⁹ Ms. Wilson
5 discussed Winfield's financial stability and borrowing in her testimony. She stated
6 Winfield "is in excellent financial condition."¹⁰ Based on information provided by
7 Winfield in its testimony and discovery responses, Winfield appears capable of
8 providing service to the Winfield Service Area including the Disputed Area.

9 **Q: Is Crown Point capable of providing service in the Disputed Area?**

10 A: Mr. Strong discussed Crown Point's plans to provide service to the Disputed Area.
11 through two connection points. One connection point will be along S.R. 231 around
12 129th Avenue.¹¹ The second connection point would connect at 121st Street to the
13 new SE WWTP and run along Winfield's municipal town limits down to 129th
14 Avenue where it would run east.¹² Crown Point intends to build its new 2.4 MGD
15 (expandable to 12 MGD) SE WWTP on land adjacent to Winfield municipal
16 limits.¹³ Crown Point is in the process of completing a four phase compliance plan
17 to comply with the IDEM Agreed Order in Case No. 2022-28739-W.¹⁴ The new
18 SE WWTP is part of Crown Point's compliance plan, as are the 129th Avenue sewer
19 main to the new SE WWTP. Originally a new eastside interceptor was planned to

⁸ Duffy Amended and Restated Direct Exhibit 8.

⁹ Winfield's Response to Crown Point DR 2-9, included as OUCC Attachment KW-01.

¹⁰ Wilson Testimony, p. 6, l. 4.

¹¹ Crown Point's Notice of Updates and Corrections, item 2.

¹² Strong Testimony, Exhibit D.

¹³ Strong Testimony, p. 5, l. 7.

¹⁴ <https://www.in.gov/idem/oe/cause/AO/28739-W.htm>

1 connect to the new SE WWTP, however a January 6, 2025 Quarterly update letter
2 to IDEM, discussed that the Basis of Design Report found the combination of lift
3 stations and force mains to be more prudent.¹⁵ Based on information provided by
4 Crown Point in its testimony and through discovery responses, Crown Point
5 appears capable of providing service to the Disputed Area.

6 **Q: What rates and charges will Winfield charge customers for service in the**
7 **Winfield Service Area and the Disputed Area?**

8 A: Customers in the Winfield Service Area and the Disputed Area will pay the same
9 rates and charges as those within its municipal limits. According to the Town of
10 Winfield Ordinance 143-G, new and future customers with a “5/8” or 3/4" meter
11 size“ are subject to a \$3,190 system development charge (“SDC”).¹⁶ Pursuant to
12 the Town of Winfield Ordinance 143-F, a single family residential unit would pay
13 a flat fee of \$59.75 per month.¹⁷ Metered customers pay \$11.95 per 1,000 gallons.
14 Therefore, the flat fee is \$59.75 for 5,000 gallons. These current rates and charges
15 do “allow for annual capital improvement or the buildup of funds for future capital
16 improvements.”¹⁸ Furthermore, Winfield’s service area expansion should have a
17 positive effect on Winfield’s rates and charges as it will enable Winfield to spread
18 its fixed costs over a larger customer base and achieve greater economies of scale.

¹⁵ OUCC Attachment KW-02, City of Crown Point Q4 2024 Compliance Update.

¹⁶ Included as Winfield’s Exhibit 18.

¹⁷ Included as Winfield’s Exhibit 17.

¹⁸ Wilson Testimony, p. 6, l. 8-9.

1 **Q: What rates and charges would Crown Point charge customers for service in**
2 **the Disputed Area?**

3 A: Crown Point's current sewer rates are found in Ordinance Nos. 2024-02-07, 2020-
4 11-21, and 2025-01-02.¹⁹ Ordinance No. 2024-02-07 provides for a seasonal rate
5 reduction. According to Ordinance No. 2020-11-21, a single EDU customer is
6 charged \$2,052 SDC and a two EDU customer is charged \$4,104 SDC. Ordinance
7 No. 2025-01-02 establishes monthly sewer rates beginning January 1, 2026, to be
8 a minimum of \$21.06²⁰ per 1,000 gallons for a 5/8" meter (\$105.30 per 5,000
9 gallons)²¹ and \$30.346²² per 1,000 gallons for a 3/4" meter (\$151.73 per 5,000
10 gallons).²³ Customers located outside municipal limits pay an additional 25% on
11 top of the monthly rate. Customers in the Disputed Area would pay \$131.63²⁴ per
12 5,0000 gallons for a 5/8" meter and \$189.66²⁵ per 5,0000 gallons for a 3/4" meter.

13 **Q: If Winfield was the sole service provider for the Winfield Service Area and the**
14 **Disputed Area, what effect would this have on present and future economic**
15 **development in the Winfield Service Area and the Disputed Area?**

16 A: As discussed above, Winfield is willing and capable of providing service to the
17 Winfield Service Area and the smaller Disputed Area contained therein. Winfield
18 has developed preliminary plans to extend service to the Winfield Service Area and
19 more specifically the Disputed Area. The Commission establishing Winfield as the
20 sole sewage provider in the Winfield Service Area and the Disputed Area should
21 facilitate growth and economic development. Approval of the Winfield Service

¹⁹ Falkowski Testimony, Attachment A

²⁰ From Ordinance No. 2025-01-02: $\$12.54 + \$8.52 = \$21.06$

²¹ $\$21.06 \times 5 = \105.30

²² From Ordinance No. 2025-01-02: $\$91.04/3 = \30.346

²³ $\$30.346 \times 5 = \151.73

²⁴ $(\$21.06 \times 5) + ((\$21.06 \times 5) \times 25\%) = \$105.30 + \$26.33 = \131.63

²⁵ $(\$30.346 \times 5) + ((\$30.346 \times 5) \times 25\%) = \$151.73 + \$37.93 = \189.66

1 Area and the Disputed Area would provide predictability to prospective customers
2 by establishing certainty as to the provider of wastewater service and that such
3 service would be offered by a provider whose rates are competitive or lower than
4 neighboring utilities. Winfield currently has much lower monthly rates than Crown
5 Point, but Winfield will need to complete additional projects to extend service into
6 the Winfield Service Area and more specifically the Disputed Area. I have seen no
7 indication as to how those projects will be paid for or what effect they may have on
8 rates.

9 Winfield has estimated it will take approximately \$9,000,000 worth of
10 improvements to provide service to the entire Disputed Area.²⁶ This amount
11 includes both new infrastructure and upgrades to existing infrastructure. Winfield
12 states there are multiple options to cover these costs including “cash on hand,
13 additional borrowing capacity, and the ability to share costs with the developer
14 consistent with Indiana law and the Commission’s Main Extension Rule.”²⁷
15 Additional estimated costs for the entire Winfield Service Area are approximately
16 \$13,800,000.²⁸ However, these costs are based on conceptual designs and may
17 change depending on how development occurs within the Winfield Service Area.

18 **Q: What effect would Crown Point becoming the sole sewer service provider for**
19 **the Disputed Area have on present and future economic development in the**
20 **Disputed Area?**

21 **A:** Crown Point is capable of providing service to the Disputed Area. By intervening
22 in this cause and filing separate Cause No. 46035, Crown Point has demonstrated a

²⁶ Winfield’s Response to Crown Point DR 1-51, included as OUCC Attachment KW-03.

²⁷ Winfield’s Response to Crown Point DR 2-13, included as OUCC Attachment KW-04.

²⁸ Winfield’s Response to Crown Point DR 2-24 and 2-25, included as OUCC Attachment KW-05.

1 willingness to provide service to the Disputed Area. Crown Point has developed
2 preliminary plans to extend service to the Disputed Area. The Commission
3 establishing Crown Point as the sole sewage provider in the Disputed Area should
4 facilitate growth and economic development. Approval of the Disputed Area would
5 provide predictability to prospective customers by establishing certainty as to the
6 provider of wastewater service. However, Crown Points' monthly rates are
7 currently much higher than Winfield's monthly rates. This could serve as a
8 deterrent to some potential customers slowing growth in the Disputed Area.

9 Crown Point has not allocated any portion of the new SE WWTP or 129th
10 Avenue sewer main to the Disputed Area because according to Crown Point these
11 improvements are not needed to serve the Disputed Area and are designed to serve
12 existing customers and other future customers in the Crown Point Expansion Area.
13 As part of an agreement with LBL, Crown Point has agreed to extend two sewer
14 mains into the disputed Area to serve LBL. These lines are not exclusive to LBL
15 and can be used to provide service to others in the Crown Point Service Area, but
16 it is unclear whether additional investment will be needed to provide service to the
17 entire Disputed Area. The cost of extending the two sewer mains is also unclear.
18 Crown Point stated it "will cost approximately \$70,000" to install "an inverted
19 main" to service LBL.²⁹ However, Crown Point has agreed to install *two mains* to
20 serve LBL. No cost was provided for the second main. The costs for the new SE
21 WWTP and new 129th Avenue sewer main to the new SE WWTP were approved

²⁹ Crown Point's Supplemental Response to Winfield DR 4-5, included as OUCC Attachment KW-06.

1 in the last rate increase. This rate increase will take effect on January 1, 2026.
2 Crown Point stated that “no additional rate increase is planned” and it has “many
3 financing options for raising capital improvement funds other than rate
4 increases.”³⁰

5 **Q: What is Winfield’s history in the Winfield Service Area?**

6 A: Winfield does not currently provide service in the proposed Winfield Service Area
7 or the Disputed Area. However, the Town of Winfield began looking at and
8 planning for the eventual annexation of the Winfield Service Area as far back as
9 2006.³¹ Additionally, as discussed above, Winfield completed an expansion of its
10 WWTP that will allow for the extension of service into the Proposed Service Area
11 and the Disputed Area. The expanded WWTP has the ability to further expand up
12 to 4MGD and Winfield has obtained pre-approval from IDEM for the eventual
13 expansion.³² This can be done in 0.5MGD increments or all at once depending on
14 the pace of development within municipal limits and the Winfield Service Area.
15 Additionally, Winfield does not have any outstanding violations with IDEM or the
16 U.S. Environmental Protection Agency.

17 **Q: What is Crown Point’s history in the Disputed Area?**

18 A: Crown Point does not currently provide service in the Disputed Area. Crown Point
19 began planning to expand its service area in 2017.³³ This process took several years.

³⁰ Crown Point’s Second Updated Response to Winfield DR 3-1, included as OUCC Attachment KW-07.

³¹ Winfield Exhibit 3b, Town of Winfield Comprehensive Plan p.46 & 49.

³² Lin Testimony, p. 6, l. 2-9.

³³ Strong Testimony, p. 10, l. 9.

1 According to the SE WWTP Memorandum included in Crown Point's November
2 2021 Master Plan, prior to August 2021, Crown Point was

3 approached by land developers and asked to consider significantly
4 expanding the service area beyond the limits shown in the
5 Wastewater Master Planning Report. A second wastewater
6 treatment plant (WWTP) in the southeast portion of the service area
7 is considered *by the developers* as a cost-effective solution to both
8 the current system issues while supporting substantial future growth
9 beyond the service limits indicated in the 2018 Wastewater Master
10 Planning Report.³⁴ (emphasis added.)

11 Based on Figure 4-1 of the Crown Point SE WWTP Technical
12 Memorandum, LBL was one of these developers.³⁵ Moreover, based upon the two
13 possible locations for the future SE WWTP being on land owned by LBL, it is clear
14 negotiations with Crown Point began before August 2021 when this memorandum
15 was drafted. In 2023, Crown Point and LBL signed a real estate donation agreement
16 wherein LBL donated 44 acres of land for Crown Point to build its new SE WWTP.
17 In exchange, Crown Point agreed to install two non-exclusive receiving pipes to the
18 new SE WWTP and provide availability for water service connections within five
19 years of the "Donation Date."³⁶ Crown Point has a contingency plan to provide
20 initial service to LBL in the Disputed Area if it is needed prior to the completion of
21 the SE WWTP. Once the new SE WWTP and new collection system feeding the
22 SE WWTP are in operation, Crown Point will have adequate treatment capacity for
23 the Disputed Area. While LBL and Crown Point have an agreement that concerns
24 bringing water and sewage services to the Disputed Area, it is the ultimate

³⁴ Appendix N of Crown Point's November 2021 Master Plan, p. 1, included as OUCC Attachment KW-08.

³⁵ Figure 4-1 of Appendix N of Crown Point's November 2021 Master Plan, included as OUCC Attachment KW-09.

³⁶ Strong Testimony Exhibit H.

1 purchasers of homes in the developments within the Disputed Area that will be
2 paying the rates resulting from the utility provider selected by the Commission.

3 **Q: Are there any other facts about Winfield the Commission should consider?**

4 A: Yes. Section 3 of Winfield's Ordinance No. 358 states that the purpose of the
5 Ordinance is to prohibit "other utilities from furnishing wastewater service to
6 customers."³⁷ The Ordinance does not require Winfield to extend service where it
7 is "technically or financially not feasible" or prohibit onsite wastewater disposal
8 systems.³⁸ Crown Point's Ordinance No. 2025-02-08 has the following provision
9 under Section 5 "Nothing in this Ordinance Shall be construed to prohibit the City
10 from authorizing other water and/or wastewater service providers to assist the City
11 in providing services in the City of Crown Point Regulated Territory."³⁹ Regardless
12 of whether the Commission finds that Winfield should serve the disputed area, I
13 recommend the Commission condition the grant of service territory on Winfield
14 changing Section 3 of Ordinance No. 358 so that Winfield can allow another
15 wastewater service provider in the event it is technically or financially not feasible
16 for Winfield to extend service to a customer within the Winfield Service Area.

17 **Q: Are there any other facts about Crown Point the Commission should consider?**

18 A: Yes. For customers within its municipal limits, Crown Point's minimum monthly
19 charge for a 5/8" meter of \$23.73 for 3,000 gallons⁴⁰ increased to a minimum
20 monthly charge for a 5/8" meter of \$63.18 for 3,000⁴¹ gallons between February 6,

³⁷ Winfield Exhibit 2, Section 3.

³⁸ Winfield Exhibit 2, Section 3.

³⁹ Falkowski Testimony, Attachment A.

⁴⁰ City of Crown Point Code of Ordinances Title V § 51.27, included as OUCC Attachment KW-10.

⁴¹ Crown Point's Response to Winfield's DR 2-1, included as OUCC Attachment KW-11.

1 2023 (when the previous rate ordinance 2022-12-29 was passed) and January 1,
2 2026. (the date when the current rate ordinance 2025-01-02 will take effect). This
3 rate increase was to pay for additions and improvements to the sewage system as
4 outlined in Crown Point's compliance plan. Compliance plan projects were
5 primarily developed to alleviate combined sewer overflows and other effluent
6 violations. Costs are paid by all customers, including those who are out-of-city.

7 On October 11, 2012, the Commission approved the 25% surcharge for out-
8 of-city customers because it met the requirements of IC § 8-1.5-3-8.3(c).⁴²
9 However, the Commission review under IC § 8-1.5-3-8.3(c) is very limited. So long
10 as a utility meets the three criteria listed in the rule, the Commission must approve
11 the surcharge.⁴³ Crown Point's out-of-city surcharge has been in place since at least
12 1966. Crown Point's Second Updated Response to Winfield's DR 3-11 stated that
13 Mr. Guerrettaz "testified that he is unaware of a report which determined the
14 amount."⁴⁴ Crown Point further stated that to the best of its knowledge, it has never
15 completed "a traditional, IURC-type cost of service study."⁴⁵ Therefore, if Crown
16 Point is authorized to serve customers in the Disputed Area, these customers would
17 be subject to a 25% out-of-city charge that is at least 59 years old and has no recent
18 cost support.

19 **Q: Does this conclude your testimony?**

20 **A:** Yes.

⁴² Crown Point's Response to Winfield's DR 9-1, included as OUCC Attachment KW-12.

⁴³ See [IC § 8-1.5-3-8.3\(c\)](#).

⁴⁴ Crown Point's Second Updated Response to Winfield's DR 3-11, included as OUCC Attachment KW-13.

⁴⁵ Crown Point's Second Updated Response to Winfield's DR 3-2, included as OUCC Attachment KW-07.

APPENDIX A

Q: Please describe your educational background and experience.

A: I graduated from Indiana University with a Bachelor of Science degree in Biology and a Master of Public Affairs ("MPA") concentrating in Environmental Management. My graduate coursework included studying how water pollution affects aquatic ecosystems, environmental rules and regulations, toxicology, risk analysis, epidemiology, finance and budgeting, economics, statistics, public management, and other courses on how pollution affects human health and the environment. After graduating with my MPA, I was hired as an Environmental Manager (EM2) by the Indiana Department of Environmental Management, Office of Air Quality, Permits Branch in 2006 where I analyzed projects for a variety of industries, calculated the air emissions associated with those projects, determined applicable state and federal rules, and drafted federally enforceable air permits. I was promoted to a Senior Environmental Manager (SEM1) about one year later. I held this position for more than ten years. As an SEM1, I worked on complex permit projects, trained and mentored staff, reviewed staff's work, and developed templates, guidance, and training materials. Since joining the OUCC in 2018, I have attended numerous utility related seminars and workshops including the National Association of Regulatory Utility Commissioners ("NARUC") Western Utility Rate School.

AFFIRMATION

I affirm the representations I made in the foregoing testimony are true to the best of my knowledge, information, and belief.

A handwritten signature in black ink, appearing to read 'Kristen Willoughby', written over a horizontal line.

By: Kristen Willoughby, Utility Analyst

Cause No. 45992

Date: August 19, 2025

projections when these “monitored flows” volume trigger events are anticipated to occur and when ultimate commissioning of the WWTP is planned (assuming flow observation confirmations match planning level flows).

Response:

See Response to the above Request 2.3. In addition, please see the June 6, 2025 Supplemental Response to Crown Point Request No. 1.17.

Request 2.9: Prior to preparing his Amended Testimony had Mr. Lin prepared, or caused to be prepared, a planning document that supports a WWTP discharge of up to 4 MGD, the capacity of the WWTP shown in Exhibit 12. If so, please provide a copy of this planning material. If not, please explain what planning has occurred, and why the “typical” planning level materials have not yet been assembled, and state if, and when, you anticipate assembling this information. If this comprehensive planning document was prepared after his Amended Testimony was filed, please provide it and state the date it was prepared. If only parts of such a planning document were prepared, please provide each part.

Response:

Winfield has recently completed the current expansion to its wastewater treatment plant from .8 MGD to 1.6 MGD. Petitioner’s Exhibit 12 attached to Mr. Lin’s testimony demonstrates that at a minimum Winfield can use the existing treatment plant site to expand the plant from 1.6 MGD to 4 MGD without completing an anti-degradation analysis. Because Winfield has only recently completed the expansion to 1.6 MGD, it has not yet incurred the expense to develop the planning, construction, and permitting materials necessary to expand the plant from 1.6 MGD to 4.0 MGD. Considering the anticipated flows as set forth in the June 6, 2025 Supplemental Response to Crown Point Request No. 1.17, the existing, available capacity (i.e., approximately 1 mgd) should be sufficient for many years and there is not a need to incur the cost for such planning at this time. As noted in the 2016 Master Plan, the existing plant should be sufficient to treat actual flows until 2042. Nonetheless, Winfield will continue to monitor flows and as actual and anticipated development begin to erode the available capacity, Winfield will then incur the cost of the planning necessary to expand the current plant.

Request 2.10:

Based on information provided, it appears Winfield has coordinated with IDEM to receive authorization to discharge up to 4 MGD from a proposed WWTP as shown on the Exhibit 12 sketch. Has Winfield assembled a planning document(s) for the 4 MGD WWTP that includes, describes or discusses any of the following:

- Planning area – including both Winfield’s existing planning area and the area Winfield has requested expansion of its existing planning area;
- Existing Facilities – updated inventory and mapping of both the collection and treatment facilities and corresponding conditions;



January 6, 2025

Ryan Julian
IDEM Enforcement Case Manager
Office of Water Quality
Indiana Department of Environmental Management
100 N. Senate Avenue
Indianapolis, IN 46204

**RE: City of Crown Point Compliance Plan
Q4 2024 Update
NPDES Permit No. IN0025763
Case No. 2022-28739-W**

Dear Ryan Julian:

The City of Crown Point has entered into Agreed Order (Case No. 2022-28739-W) to meet compliance with effluent limitations contained in the Wastewater Treatment Plant (WWTP) NPDES Permit IN0025763. The City of Crown Point has developed a Compliance Plan (CP) as required by the Agreed Order, which was approved by the Indiana Department of Environmental Management (IDEM) Office of Water Quality (OWQ) on December 28, 2023.

Actions Implemented:

Since the most recent CP Update, the following activities have occurred and/or continued:

- Continued construction on the Phase 1 - WWTP Improvements project. As of December 4, 2024, the project is 94% complete whereby 609 days have been incurred of a total of 649 days allowed on a contractual basis.
- Continued Phase 2 – Downtown Interceptor Quality Assurance/Quality Control (QA/QC), IDEM OWQ Sanitary Sewer Construction Permit application preparation, miscellaneous permit application preparation, and clearing of the road right of way.
- Continue CP Phases 3 & 4 Design Activities.

Summary of Planned Actions:

The following activities are scheduled to be completed throughout 2025 and beyond as part of the Compliance Plan:

Ryan Julian
January 6, 2025
Page 2 of 4

- Continue construction completion of Phase 1 - WWTP Improvements Project. Substantial Completion has been modified to February 2025, which is primarily due to delays associated with NIPSCO's installation of the power drop required for the new facilities.
- Complete Phase 2 – Downtown Interceptor QA/QC, complete/submit IDEM OWQ Sanitary Sewer Construction Permit per 327 IAC 3, continue miscellaneous permit application preparation, bid project, and continue clearing of the road right of way.
- Continue CP Phases 3 & 4 Design Activities.

The attached CP schedule includes updates to construction commencement milestones to align with the corresponding Indiana Finance Authority (IFA) Clean Water State Revolving Loan Fund (CWSRF) Fiscal Year (FY) financing schedules. To aid in your review of these changes, a footnote has been added to denote where dates have been modified. "Loan Closing" has been added to the remaining Design/Permitting/Bidding milestones for Phases 2 through 4 to account for this critical financing step prior to construction commencement and to eliminate any gaps between milestones. Also, the completion of the Phase 2 Design/Permitting/Bidding/Loan Closing completion has shifted from August 2024 to April 2025 to accommodate corresponding IFA Clean CWSRF FY financing schedules. The Phase 2 Construction phase has been shifted accordingly from November 2024 through November 2026 to May 2025 through May 2027.

Phases 3 and 4 were switched in order to accommodate corresponding IFA CWSRF FY financing schedules and as a result of a longer construction duration for the New SE WWTP. The Phase 3 (formerly Phase 4) New SE WWTP milestones remain unchanged from the previous version of the Compliance Plan. The New SE WWTP Phase 3 (formerly Phase 4) previously included a New East Side Interceptor (ESI); however, the Basis of Design Report identified that Lift Stations and Force Mains would be more prudent than the ESI. The Phase 4: New Lift Stations & Force Mains Design/Permitting/Bidding/Loan Closing completion has shifted from September 2025 to June 2026 to accommodate corresponding IFA CWSRF FY financing schedules. The Phase 4 initiation of construction has been modified to July 2026 and completion of construction has shifted from April 2027 to December 2027. The final Compliance Plan completion date of December 2027 remains unchanged from the previously revised Compliance Plan.

Should you have any additional comments or questions, please feel free to contact Brady Dryer of Commonwealth Engineers, Inc. by email at bdryer@contactcei.com or by phone at (317) 888-1177.

Ryan Julian
January 6, 2025
Page 3 of 4

Sincerely,

COMMONWEALTH ENGINEERS, INC.



Brady M. Dryer
Compliance Manager / Partner

BMD/mst

Enclosures

CC: The Honorable Peter D. Land, Mayor – City of Crown Point
Terry Ciciora, Director of Public Works – City of Crown Point
Chris Previs, Wastewater Superintendent – City of Crown Point
Rick Massoels, Deputy Director, Northwest Regional Office

City of Crown Point
NPDES Permit No. IN0025763/Case No. 2022-28739-W
Compliance Plan
Revised 07/08/24 & 01/06/25

Project ¹	Milestone ²	Projected Start Date ³	Actual Start Date ³	Projected Completion Date ³	Actual Completion Date ³
Phase 1 <ul style="list-style-type: none"> CSO Treatment Facility Utilizing Existing EQ Basins: <ul style="list-style-type: none"> 2 Mechanically Cleaned Fine Screens Chlorination/Dechlorination Miscellaneous WWTP Improvements CSO 004 Area Improvements Western County Regional Interceptor 	Design/Permitting/Bidding	April 2022	April 2022	March 2023	March 2023
	Construction	April 2023	April 2023	February 2025	
Phase 2 <ul style="list-style-type: none"> New Downtown Interceptor (smaller in diameter than originally planned interceptor) 	Design/Permitting/Bidding/ Loan Closing	April 2022	April 2022	April 2025	
	Construction	May 2025		May 2027	
Phase 3³ <ul style="list-style-type: none"> New SE WWTP 	Design/Permitting/Bidding/ Loan Closing	November 2023	November 2023	September 2025	
	Construction	October 2025		December 2027	
Phase 4³ <ul style="list-style-type: none"> New Lift Stations and Force Mains 	Design/Permitting/Bidding/ Loan Closing	December 2023	December 2023	June 2026	
	Construction	July 2026		December 2027	
Post-Construction Monitoring		January 2028		December 2029	

¹ Detailed project descriptions are included in the Wastewater Projects Synopsis & Phased Implementation Plan dated September 2022, which is also consistent with the Combined Sewer Overflow Compliance Plan as required by State Judicial Agreement No. 49D06-07-09-CC-040349. Further, these projects are intended to address Case No. 2022-28739-W Part II. Order 3.A and B Compliance Plan requirements.

² Quarterly Updates will also be provided in accordance with Case No. 2022-28739-W.

³ Phases 3 and 4 have been switched to align with SRF-IFA fiscal year financing. Additionally, the WWTP has been prioritized as a result of the longer construction schedule. The New SE WWTP Phase 3 (formerly Phase 4) previously included a New East Side Interceptor (ESI); however, the Basis of Design Report identified that Lift Stations and Force Mains would be more prudent than the ESI.

Response:

Please see Petitioner's Exhibits 12, 13, and 14 that are attached to the Amended and Restated Prefiled Direct Testimony of Mr. Lin. As described in Mr. Lin's April 21, 2025 testimony, the existing Winfield WWTP is being expanded to 1.6 MGD. This expansion should be completed in June 2025. In addition, Mr. Lin explains that the existing site for the Winfield WWTP has been approved such that Winfield WWTP can expand from 1.6 MGD to 4.0 MGD See also Exhibit 1.26.

Request No. 1.49:

Please identify improvements required at the Winfield WWTP to accommodate anticipated flows from the proposed Winfield Requested Area at:

- (1) 20-year growth; and
- (2) ultimate build-out growth.

Response:

Please see Petitioner's Exhibits 12, 13, and 14 that are attached to the Amended and Restated Prefiled Direct Testimony of Mr. Lin, Winfield's Response to 1.16, and Exhibit 1.26.

Request No. 1.50:

Does the existing Winfield WWTP site have the necessary footprint to support the improvements required for the above 20-year growth scenarios?

- (1) If so, please provide a site plan that illustrates to scale planned improvements for the same.
- (2) If not, please identify the additional property that Winfield plans to acquire to support said improvements and provide a site plan which illustrates said property boundaries and clearly denotes the anticipated discharge location for treated wastewater.

Response:

Please see the Responses to Request Nos. 1.16 and 1.49, as well as Petitioner's Exhibits 12, 13, and 14 that are attached to the Amended and Restated Prefiled Direct Testimony of Mr. Lin, and Winfield's Response to Request 1.16.

Request No. 1.51:

Please provide details and corresponding costs associated with the expansion of the existing Winfield wastewater facilities to provide necessary wastewater collection, conveyance, and treatment capabilities:

- (1) For Winfield's existing sewer service area (Winfield corporate limits) at:
 - a. 20-year growth; and
 - b. ultimate build-out growth.
- (2) For the proposed expanded Winfield sewer service area at:
 - a. 20-year growth; and
 - b. ultimate build-out growth.

Response:

As Mr. Duffy explained in his Amended and Restated Prefiled Direct Testimony and Exhibits, it is difficult to estimate with any degree of specificity the cost associated with serving future development until Winfield knows to some degree the pace and location of the anticipated development. Mr. Duffy has outlined different alternatives for providing service to the Winfield Service Territory depending on the location of the proposed development. Please also see Exhibit 1.27. As to extension to the Winfield Service Area, Winfield estimates that it would cost \$9 million to extend 9,000 feet of force main from the existing Gibson Street Lift Station to the new Lift Station No. 3 on 129th Street. This estimated cost would also include upgrading the pumps within the Gibson Street Lift Station and constructing a new, parallel force main from the Gibson Street Lift Station to the 117th Street Lift Station. The sewage from the Winfield Service Area would then be transported to the Winfield WWTP. Winfield may phase in these improvements to reduce the upfront cost and allow it to maintain highly competitive user rates.

Request No. 1.52:

Please provide figures/maps/drawings that clearly illustrate the following:

- (1) Winfield's existing sewer service area (Winfield's corporate limits).
- (2) Winfield's existing sewer collection system, including, but not limited to:
 - a. major lift stations, major lift station design flow ratings, major lift stations discharging force mains and diameters, and routing of force mains to points of discharge; and
 - b. existing gravity sewers and manholes – please provide flow direction arrows and clearly indicate gravity sewer diameters.
- (3) Winfield's existing WWTP, including, but not limited to:
 - a. process flow schematic and hydraulic profile of the 1.6 MGD facility;
 - b. existing site boundaries and the 1.6 MGD facility's layout (to scale) of all buildings, structures, and drives; and
 - c. the 1.6 MGD facilities site piping plan.
- (4) Winfield's existing major sewer lift stations, and, on the map or drawing, please identify the average wet and dry weather flows realized currently at each of the

completed any detailed planning or preparation of cost estimates for the new plant. Winfield would note, however, that future expansions can be done in phases depending upon the need of Winfield and its customers.

Request 2.13:

Does Winfield have adequate collection and conveyance facilities in place to fully utilize its remaining 1.2MGD treatment capacity for the expanded service territory? If not, what are the planning level project details, costs, timeline, mechanism of financing, and user rate impacts to achieve these collection and conveyance capabilities? If yes document and show how they are adequate.

Response:

In its prefiled testimony and exhibits, as well as in its prior response to Crown Point's Data Request, Winfield has outlined its existing transmission facilities that would be used to serve the Disputed Area. As part of its prior discover responses, Winfield has estimated that the cost to extend the transmission facilities necessary to service the entire Disputed Area would cost \$9,000,000.00. To the extent additional facilities are needed to serve the Disputed Area, Winfield has significant cash on hand, additional borrowing capacity, and the ability to share costs with the developer consistent with Indiana law and the Commission's Main Extension Rule.

Request 2.14.

Aside from the Exhibit 12 concept of WWTP expansion, what planning have you performed with respect to capacity expansion needs for the WWTP?

a. Have you assembled a preliminary engineering report inclusive of:

1. Planning Area
2. Existing Facilities Conditions and Needs
3. Existing Service Area – Identification Potential Users Currently Not Served by the Utility
4. 20-year Growth Projection
5. Alternative Improvements
6. Recommended Projects
7. Schedule
8. Financing and Rate Impact

If not, specifically what planning efforts have occurred for the next expansion of the WWTP from 1.6 MGD to 9 4.0 MGD?

Response:

Please see responses to Crown Point Request No. 2.3 and 2.12.

c. Once Gibson Street Lift Station is upgraded, will any downstream improvements be required to accommodate the increased flow? If so, please generally identify those improvements, the corresponding costs of each, and who will pay those costs.

Response:

Yes, there will be minor upgrades at the 117th Street Lift Station, which are included in the \$9 million estimate referenced in referenced in Winfield's Response to Crown Point's Request 1.51. Winfield will address the associated costs consistent with Indiana law and the Commission's Main Extension Rules.

Request 2.24:

Once the improved Gibson Street Lift Station reaches its capacity, what do you anticipate the basis of design for Proposed Lift Station #2 and its discharging force main to Lift Station #1 will be and what is the corresponding planning level cost?

Response:

Based upon engineering analysis, the Gibson Street Lift Station has existing capacity to meet the initial needs of the Disputed Area. As development expands and approaches build out, improvements will need to be made to the Gibson Street Lift Station. However, Winfield and its professional engineers believe the Gibson Street Lift Station with appropriate upgrades will be able to receive all flows from the Disputed Area. If there is other development outside of the Disputed Area in Winfield's proposed service territory, there may be a need for Lift Stations #1 and #2. It is anticipated that Lift Station #2 and its associated force main to Lift Station #1 will be approximately \$5.8 million and is sized as an equivalent to a 21 inch HDPE force main. This amount includes a 30% contingency. Based upon Winfield's current understanding of anticipated development in the Winfield Service Territory, it is not anticipated that Lift Station #2 will be needed for many years.

Request 2.25.

What is the basis of design for Proposed Lift Station #1 and its discharging force main to the existing WWTP and what is its corresponding planning level cost?

Response:

This is a conceptual design. As previously stated, the sizing timing and ultimate capacities of each of the lift stations will be based on how the service area develops. However, currently it is anticipated that lift station number one will be approximately \$8.0 million and is sized as an equivalent to a 24 inch HDPE force main. This amount includes a 30% contingency. As noted above, Lift Station #1 is not needed to meet the anticipated sanitary sewer service of the Disputed Area. If and when development occurs outside the Disputed Area and within Winfield's Service Territory, Winfield will actively consider this option for service.

Winfield's Reply: Crown Point's Response to Request 4.6 indicates that Crown Point will not install a lift station to serve LBL's Development. Its Response to Request 5.17 indicates that it will install three lift stations. Its Response to Request 5.20 indicates that Crown Point will only utilize one lift station to serve the Disputed Area. Explain these discrepancies and clarify Crown Point's Responses to each Request.

Supplemental Response

Based on newly acquired information, Crown Point hereby amends and supplements prior Responses as follows:

No lift stations are needed to serve the Disputed Area. Two lift stations are within Crown Point corporate boundaries and will not receive Disputed Area flows. A third lift station is not needed.

Request No. 4.5

What is the estimated cost of the facilities that Crown Point will need to install, upgrade, or modify to extend sewer service to the LBL's Development?

Objection: The request is vague, ambiguous and lacks necessary specificity as it does not define "facilities" e.g. treatment plant expansion, lift stations, transmission lines, computer equipment or other items. The request also does not specify the level of the progression of LBL's actual development process for which it seeks cost estimates. And the request seeks a study or compilation not previously performed by Crown Point.

RESPONSE: Without waving the forgoing objections, the costs of Crown Point's 4-5 Phased Wastewater Utility Improvements Project are clearly delineated in the PER previously provided materials. Crown Point has coordinated with LBL and LBL does not expect to require service prior to completion of this project.

Winfield's Reply: The PER does not differentiate between project costs necessary for the LBL Development and those that Crown Point is undertaking as part of its overall utility improvement projects. Further, the PER does not provide the cost of the "two (2) receiving pipes" that the Donation Agreement mandates Crown Point to build. Nor does the PER provide the cost of the 24" gravity sewer, force main, nor lift station that Attachment D to Mr. Stong's April 21, 2025 prefiled testimony indicates will be the developer's cost responsibility. State all of the infrastructure facilities (not just those referenced in this Reply) that Crown Point will need to install, upgrade, or modify to extend sewer service to the LBL's Development and the associated cost.

Supplemental Response

Crown Point reasserts and does not waive its prior objections and says:

Winfield has here asked a new discovery question:

“State all of the infrastructure facilities (not just those referenced in this Reply) that Crown Point will need to install, upgrade, or modify to extend sewer service to the LBL’s Development and the associated cost.”

Crown Point has 10 days from receipt of this new question to object or respond, but in the spirit of cooperation:

To extend sewer service to LBL Development will cost approximately \$70,000 for an inverted main.

Request No. 4.7

If Crown Point installs a lift station to extend sewer service to LBL’s Development, what is the estimated cost of such lift station?

RESPONSE: See response to 4.6

Winfield’s Reply: Crown Point’s Response to 4.6 does not provide the estimated costs. Please provide the requested information.

Supplemental Response

No lift station is needed, so there is no cost.

Request 4.14

In reference to page 7 of Mr. Stong’s testimony, please identify:

- (i) The status and timing for the financing for the facility;
- (ii) whether anti-degradation has formally been approved by IDEM and no other appeals are allowed;
- (iii) a copy of any and all bids for the project; and.
- (iv) if no bids have been received, the date upon which bids will be solicited and received.

Objections: On page 7 Mr. Stong discusses multiple facilities and projects. The request is vague, ambiguous and lacks necessary specificity, as it does not define “facilities” e.g. treatment plant expansion, lift stations, transmission lines, computer equipment or other items. Also bids regularly are hundreds of pages long and contain confidential and proprietary third-party information not publicly available.

STATE OF INDIANA

INDIANA UTILITY REGULATORY COMMISSION

IN THE MATTER OF THE PETITION OF)
THE TOWN OF WINFIELD, LAKE)
COUNTY, INDIANA, FOR APPROVAL OF)
A REGULATORY ORDINANCE) CAUSE NO.: 45992
ESTABLISHING A SERVICE TERRITORY)
FOR THE TOWN'S MUNICIPAL SEWER)
SYSTEM PURSUANT TO IND. CODE § 8-)
1.5-6 *ET SEQ.*)

CROWN POINT'S SECOND UPDATED RESPONSES TO WINFIELD DATA
REQUEST SET 3

Request No. 3.1:

Provide a copy of the rate study version referenced in each version of City of Crown Point, Indiana's Ordinance No. 2025-01-02 which, according to the respective Common Council Regular Meeting Agenda, was to receive:

- A. A First Reading on January 6, 2025;
- B. A Public Hearing on February 3, 2025; and
- C. A Public Hearing and Second Reading on March 3, 2025.

Amended Objection: The request seeks information that is neither relevant nor reasonably calculated to lead to relevant admissible information. Crown Point has identified the sewer rates which it will charge in its proposed regulated territory. The support, basis and calculation of those sewer rates are outside the scope of this proceeding, are irrelevant, and not likely to lead to the discovery of admissible information. No hypothetical rates or alternative rates that Winfield might like calculate or present are irrelevant and not admissible. Crown Point rejects Winfield's litigious effort to inject issues beyond the requirements of the Regulatory Ordinance statute.

AMENDED RESPONSE: Subject to and without waiving the objections the rate study was already provided in Response to Winfield Data Request 1.1. Crown Point provided, in Response to Winfield Data Request 1.1, the Rate Study referenced in the Rate Ordinance attached to Crown Point's Amended Petition only because it was referenced in an IURC filing. The Regulatory Ordinance statute speaks only of the effect of a Commission order on customer rates and charges for service provided in the regulated territory. The only rates that are proposed for the Disputed Area the rates already provided to you. Any other rates or reports relate only ratemaking for municipal sewer rates which is outside of IURC jurisdiction, beyond the scope of this proceeding, not germane to the statutory criteria and irrelevant. Winfield already has Crown Point's phase one and phase two rates needed to consider the effect of rates. No alternative or hypothetical rates Winfield my hope to fashion or present are relevant. No other rate increases are planned or expected at this time. Winfield seeks to pointlessly expand or create issues not required by or germane to the Regulatory Ordinance statute, thus needlessly burdening the Commission, Crown Point and all other parties.

Winfield's Reply: The requested rate studies are relevant and, at a minimum, reasonably calculated to lead to admissible information. The rate studies show Crown Point's analysis over the period of several weeks, an analysis which will help show possible future outcomes. The provided rate study does not address the rate studies applicable to (a) nor (b) above. Provide the historical rate studies.

Updated Objection: The request seeks information that is protected deliberative material and work product. It is neither relevant nor reasonably calculated to lead to relevant admissible information. Crown Point has identified the sewer rates which it will charge in its proposed regulated territory. Crown Point rejects Winfield's litigious effort to inject issues beyond the requirements of the Regulatory Ordinance statute.

Updated Response: Without waiving any objection, no additional rate increase is planned. Crown Point has many financing options for raising capital improvement funds other than rate increases.

Request No. 3.2:

When did Crown Point Sewage Works prepare their last cost of service study? Please provide a copy.

Objection: The request seeks information that is neither relevant nor reasonably calculated to lead to relevant admissible information. Crown Point has identified the sewer rates which it will charge in its proposed regulated territory. The support, basis and calculation of those sewer rates are outside the scope of this proceeding, are irrelevant, and not likely to lead to the discovery of admissible information.

AMENDED RESPONSE: See Objection and Objection 3.1. Winfield already has Crown Point's phase one and phase two rates needed to consider the effect on rates. No other rate increases are planned or expected at this time. Winfield seeks to pointlessly expand or create issues not required by or germane to the Regulatory Ordinance statute, thus needlessly burdening the Commission, Crown Point and all other parties.

Winfield's Reply: The date Crown Point prepared its last cost of service study is relevant and, at a minimum, is reasonably calculated to lead to admissible information. Pursuant to Ind. Code §§ 8-1.5-6-9(c) and 8-1.5-6-8(g), the Commission is to consider "[t]he effect of a commission order on customer rates and charges for service provided in the regulated territory" in making its public interest determination. Crown Point's last cost of service study will aid the Commission in determining the likelihood of future rate increases beyond the 56% rate increase in March 2025 and the 26% rate increase scheduled for January 2026. Winfield has a right to view such rate studies to determine if the sewer rates contain

costs are properly borne by the stormwater utility. Please provide Crown Point's last cost of service study.

Updated Objection: The request seeks information that beyond the requirements and scope of the Regulatory Ordinance statute. A COSS is neither required by the Regulatory Ordinance statute nor is it relevant or reasonably calculated to lead to relevant admissible information. Crown Point has identified the sewer rates which it will charge in its proposed regulated territory. The Crown Point rates that affect the Disputed Area are already filed with the Amended Petition.

Updated Response: We are not aware of a traditional, IURC-type cost of service study ("COSS") having been prepared for Crown Point's wastewater utility. As explained by Mr. Guerrettaz at his August 7, 2025, deposition, a traditional COSS is not appropriate, or required, for Crown Point's sewer utility because it must use the financial reporting format and standards mandated by EPA Region 5 and IDEM. We will advise you if such a traditional, IURC-type COSS is found.

Request No. 3.3:

When was the last rate study made for the Crown Point Stormwater revenue change? Please provide a copy.

Objection: The request seeks information that is neither relevant nor reasonably calculated to lead to relevant admissible information. The Regulated Territory statute addresses water and sewer service. It does not address stormwater service. Crown Point rejects Winfield's litigious effort to inject issues beyond the requirements of the Regulatory Ordinance statute.

AMENDED RESPONSE: See Objection and Crown Point further notes there is no showing that Crown Point will ever provide storm water service in the regulated territory.

Winfield's Reply: The requested ordinance is relevant and, at a minimum, reasonably calculated to lead to admissible information. Pursuant to Ind. Code §§ 8-1.5-6-9(c) and 8-1.5-6-8(g), the Commission is to consider "[t]he effect of a commission order on customer rates and charges for service provided in the regulated territory" and "[a]ny other factors the commission considers necessary" in making its public interest determination. The Commission should consider the rate impact of its Order in context of all other rates which a service provider will impose on ratepayers. Winfield has a right to view such stormwater ordinance to determine if the sewer rates combined costs are properly borne by the stormwater utility. Please provide the requested rate study.

Appendix N

SE WWTP Memorandum



Environmental Engineers & Consultants
104 N. Main Street
Crown Point, IN 46307
PH :-(219) 900-9177

SOUTHEAST WASTEWATER TREATMENT PLANT ANALYSIS TECHNICAL MEMORANDUM

TO: City of Crown Point
FROM: Commonwealth Engineers, Inc.
DATE: August 2021
SUBJECT: Crown Point Southeast Wastewater Treatment Plant Analysis
ATTACHMENTS: Attachment A - 20-Year Life Cycle Costs

1.0 Introduction

In 2018, the City of Crown Point *Wastewater Master Planning Report* was developed. The report identified system deficiencies and recommended improvements that support ongoing development and long-term growth within the community. Crown Point is currently experiencing significant accelerated growth, and the wastewater collection and wet weather treatment system has insufficient capacity to accept the additional wet weather flows. As a result, the *Wastewater Master Planning Report* recommends increasing wastewater conveyance and treatment capacity by implementing a long-term growth project. **Figures ES-5 and ES-6** from the *Wastewater Master Planning Report* depict the 2018 recommended solution, which includes the Downtown Interceptor (known as the Southwest Interceptor in the *Wastewater Master Planning Report*), Indiana-Grant Interceptor, Lake Interceptor, and the East Side Alternative 1.

As stated, Crown Point is experiencing significant accelerated growth throughout the area. It is Commonwealth's understanding that the City has been approached by land developers and asked to consider significantly expanding the service area beyond the limits shown in the *Wastewater Master Planning Report*. A second wastewater treatment plant (WWTP) in the southeast portion of the service area is considered by the developers as a cost-effective solution to both the current system issues while supporting substantial future growth beyond the service limits indicated in the *2018 Wastewater Master Planning Report*.

Table 1-1 details the number of connections and acreage for the existing wastewater service area (at the time of the *2018 Wastewater Master Planning Report*), *2018 Wastewater Master Planning Report* projected connections and service area, and the land developers proposed service area.

The purpose of this technical memorandum is to evaluate planning-level alternatives for a southeast WWTP, assess the impacts to the recommended solution in the *2018 Wastewater Master Planning Report*, and provide planning level cost comparisons.

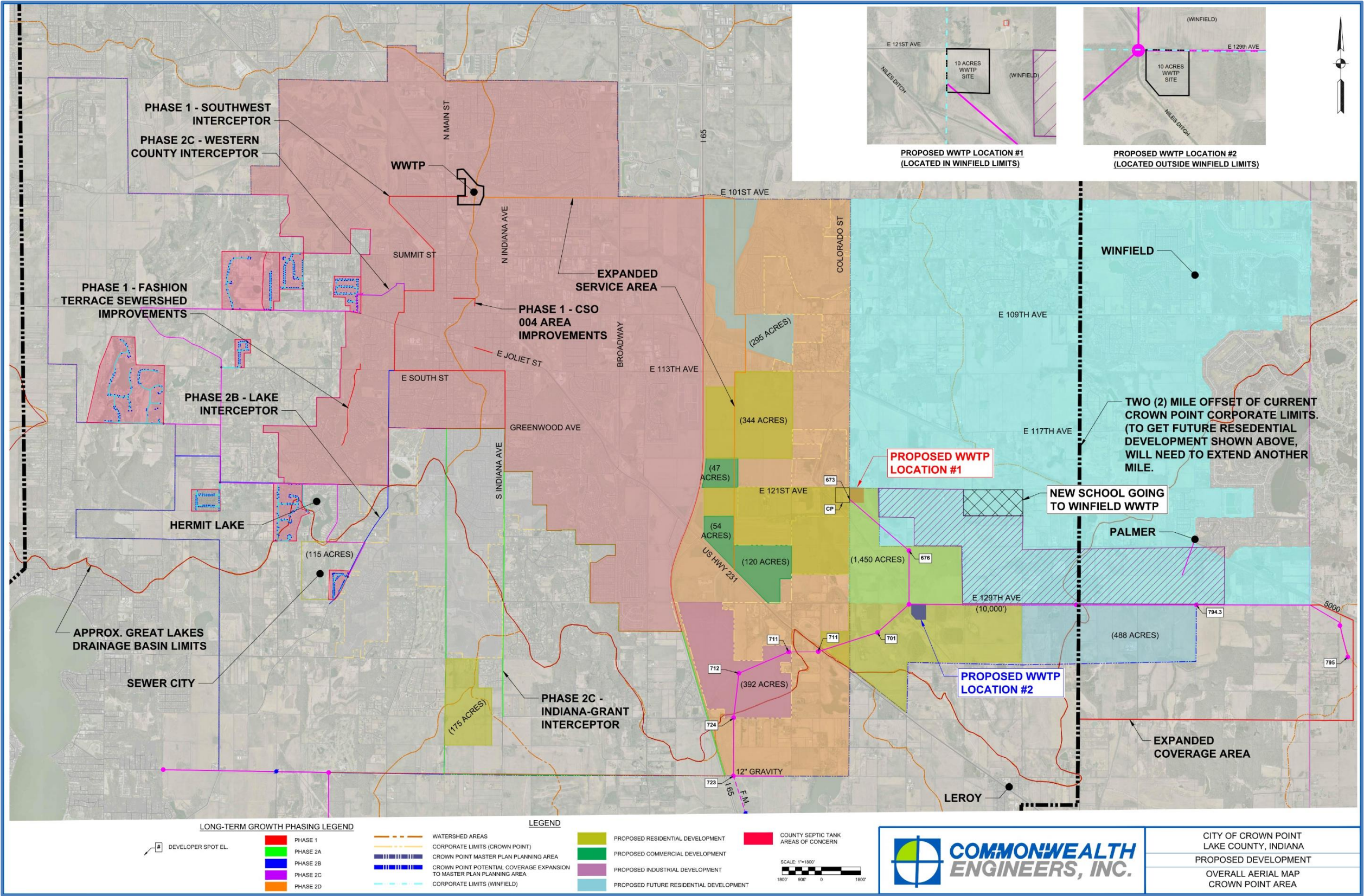


Figure 4-1: Potential Expanded Wastewater Service Area + Collection System

§ 51.27

CROWN POINT - SEWERS

16H

each user class, as defined, in order that the sewage works shall recover, from each user and user class, revenue which is proportional to its use of the treatment works in terms of volume and load. User charges are levied to defray the cost of operation and maintenance (including replacement) of the treatment works. User charges shall be uniform in magnitude within a user class.

(A) User charges are subject to the rules and regulations adopted by the U.S. Environmental Protection Agency published in the Federal Register February 17, 1984 (40 CFR 35.2140). Replacement costs, which are recovered through the system of user charges, shall be based upon the expected useful life of the sewage works equipment.

(B) The various classes of users of the treatment works for the purpose of this chapter, shall be as follows:

- (1) Residential.
- (2) Commercial.
- (3) Governmental.
- (4) Institutional.
- (5) Industrial.

(Ord. 1734, passed 11-21-94)

§ 51.27 RATES.

For the use of the service rendered by the sewage works, rates and charges shall be collected from the owners of each and every lot, parcel of real estate or building that is connected with the city's sanitary system or otherwise discharges sanitary sewage, industrial wastes, water or other liquids, either directly or indirectly, into the sanitary sewage system of the city. Such rates and charges include user charges, debt service costs, excessive strength surcharges and other service charges, which rates and charges shall be payable as hereinafter provided and shall be effective on and in the amount determined as follows:

(A) Rates effective for the first full billing cycle following the issuance of the bonds and until January 1, 1996. The sewage rates and charges shall be based on the quantity of water used on or in the property or premises subject to such rates and charges as the same is measured by the water meter that is used, subject to a minimum charge, based on the size of water meter installed except as herein otherwise provided. For the purpose of billing and collecting the charges for sewage service, the water meters shall be read monthly and the users shall be billed each month (or period equaling a month). The water usage schedule on which the amount of said rates and charges shall be determined is as follows:

(1) Billing and operation, maintenance and replacement rate per 1,000 gallons of usage per month: \$6.59.

16I

CROWN POINT - SEWERS

\$ 51.27

(2) Local capital charge per 1,000 gallons of usage per month: \$4.48.

(3) Minimum rate per month:

<u>Meter Size</u>	<u>Minimum Monthly Charges</u>
5/8 inch meter	\$33.21
3/4 inch meter	\$47.85
1 inch meter	\$84.99
1 1/2 inch meter	\$191.25
2 inch meter	\$340.05
3 inch meter	\$765.07
4 inch meter	\$1,360.10
6 inch meter	\$3,060.23

(B) Rates effective from and after January 1, 1996. The sewage rates and charges shall be based on the quantity of water used on or in the property or premises subject to such rates and charges as the same is measured by the water meter that is used, subject to a minimum charge, based on the size of water meter installed except as herein otherwise provided. For the purpose of billing and collecting the charges for sewage service, the water meters shall be read monthly and the users shall be billed each month (or period equaling a month). The water usage schedule on which the amount of said rates and charges shall be determined is as follows:

(1) Billing and operation, maintenance and replacement rate per 1,000 gallons of usage per month: \$4.71.

(2) Local capital charge per 1,000 gallons of usage per month: \$3.20.

(3) Minimum rate per month:

<u>Meter Size (inches)</u>	<u>Monthly Minimum Charge</u>
5/8	\$ 23.73
3/4	34.18
1	60.71
1 1/2	136.61
2	242.89
3	546.48
4	971.50
6	2,185.88

§ 51.27

CROWN POINT - SEWERS

16J

(C) For users of the sewage works that are unmetered water users or accurate meter readings are not available, the monthly charge shall be determined by equivalent single-family dwelling units (EDU's), except as herein provided. A sewage service bill shall be rendered once each month (or period equaling a month). The schedule on which said rates and charges shall be determined and effective on the following dates is as follows:

(1) Residential single-family dwelling unit:

(a) For of the first full billing
cycle following the issuance
of the bonds and until January 1, 1996 \$17.80

(b) From and after January 1, 1996
\$25.30

(2) Charges are based on an average residential customer using 6,242 gallons.

(D) For the service rendered to the city, the city shall be subject to the same rates and charges.

(E) Notwithstanding any other provision of this subchapter to the contrary, the rates and charges contained in this subchapter shall not take effect (and will not apply to any usage of the combined sewer system) until the first monthly billing cycle after the issuance of any bonds pursuant to Ordinance 1736. Prior to such billing cycle following the issuance of any bonds, rates and charges will be as presently fixed by ordinance.

(F) In order to recover the cost of monitoring industrial wastes, the city shall charge the user not less than \$100 per sampling event plus the actual cost for collecting and analyzing the sample(s) as determined by the city or by an independent laboratory. This charge will be reviewed on the same basis as all other rates and charges in this subchapter.

(G) Seasonal sewer rates. A reduced seasonal usage rate is hereby established for single-family residential dwelling users for water used during the months of April through October, inclusive, (as billed in June through December), which are months in which it has been established that much of the water used does not pass through the sanitary sewage system of the user, and shall be applied as follows:

(1) If the monthly water consumption by a single-family residential dwelling user during any of the months of April through October, inclusive, is greater than the average monthly water consumption for the preceding three months of January, February and March for water used on the property or premises subject to all other rates and charges; then the billing for that month shall be based upon the average metered water usage for the months of January, February and

16J-1

CROWN POINT - SEWERS

§ 51.28

March; and the water consumption subject to such rates and charges so determined shall constitute the basis for monthly sewage service charges for water used during the months of April through October, inclusive.

(2) If the monthly water consumption by a single-family residential dwelling user during any of the months of April through October, inclusive, is less than or equal to the user's average monthly water consumption for the preceding three months of January, February and March, then the seasonal sewer reduction shall not apply.

(3) In the event that no sewage service bill was rendered for a property during all or a portion of the months of January, February and March, the city shall use a calculation of 4,800 gallons of metered water entering the sewage system per month for each of those 3 months in which no sewage service bill was rendered for the entire month, as a basis for the monthly sewage service charges during the months of April through October, inclusive.

(Ord. 1734, passed 11-21-94; Am. Ord. 1929, passed 5-3-99; Am. Ord. 2001-08-21, passed 8-15-01; Am. Ord. 2008-04-14, passed 4-7-08; Am. Ord. 2009-03-11, passed 5-4-09; Am. Ord. 2017-01-01, passed 2-27-17; Am. Ord. 2018-2-28, passed 2-5-18; Ord. 2022-12-29, passed 2-6-23)

§ 51.28 DETERMINATION OF SEWAGE DISCHARGE.

The quantity of water discharged into the combined sewer system and obtained from sources other than the utility that serves the city shall be determined by the city in such manner as the city shall reasonably elect, and the sewage service shall be billed at the above appropriate rates; except as hereinafter provided in this section, the city may make proper allowances in determining the sewage bill for quantities of water shown on the records to be consumed, but which are also shown to the satisfaction of the city that such quantities do not enter the combined sewer system.

(A) In the event a lot, parcel of real estate or building discharging sanitary sewage, industrial wastes, water or other liquids into the city's combined sewer system, either directly or indirectly, is not a user of water supplied by the water utility serving the city, and the water used thereon or therein is not measured by a water meter, or is measured by a water meter not acceptable to the city, then the amount of water used shall be otherwise measured or determined by the city. In order to ascertain the rate or charge provided in this subchapter, the owner or other interested party shall, at his expense,

Responses to Data Requests

1. Q: Provide a copy of City of Crown Point, Indiana's current ordinance which establishes rates and charges for its wastewater utility service.

Response: A copy of the requested Ordinance is attached, as CP Response to Winfield DR 2-1.

2. Q: Provide a copy of each version of Ordinance No. 2025-01-02 which, according to the respective Common Council Regular Meeting Agenda, was to receive:

3.

a. A First Reading on January 6 2025;

Response: A copy of the requested document is attached, as CP Response to Winfield DR 2-2, a.

b. A Public Hearing on February 3, 2025; and

Response: A copy of the requested document is attached, as CP Response to Winfield DR 2-2, b.

c. A Public Hearing and Second Reading on March 3, 2025.

Response: A copy of the requested document is attached, as CP Response to Winfield DR 2-2, c.

Robert M. Glennon
Robert Glennon & Associates
3697 N. 500 E Danville IN 46122
Indianapolis, IN 46204
robertglennonlaw@gmail.com

Mark W. Cooper
Attorney at Law
1449 North College Avenue
Indianapolis, IN 46202
attymcooper@indy.rr.com

CP Response to Winfield DR 2-1

ORDINANCE NO. 2025-01-02

AN ORDINANCE AMENDING MONTHLY RATES AND CHARGES FOR
THE USE OF AND SERVICES RENDERED BY THE SEWAGE WORKS OF
THE CITY OF CROWN POINT, INDIANA

WHEREAS, the Common Council of the City of Crown Point, Indiana ("City") has previously established its sewer rates and charges pursuant to ordinance which sewer rates and charges are promulgated in the City's Municipal Code ("Code"), for the use and services rendered by the sewage works system of the City; and

WHEREAS, the City has caused a financial study of the City's municipal sewage works ("Rate Study") to be made by Financial Solutions Group, Inc. in connection with a proposed project for the construction of additions and improvements to the sewage works to be financed by the issuance of sewage works revenue bonds; and

WHEREAS, based upon such Rate Study, the Common Council of the City finds that the existing sewer rates and charges established by the Code are insufficient to enable the City to properly operate its sewage works plant, service its bonds and finance additions and improvements to its sewage works system and should be increased;

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF CROWN POINT, INDIANA, AS FOLLOWS:

Section 1. Section 51.27 (B) (1), (2) and-(3) of the Code, as previously set forth in Ordinance 2022-12-29, is hereby amended and restated as follows:

	<u>Phase I</u>	<u>Phase II</u>
(1) Billing and operation, maintenance and replacement rate per 1,000 gallons of usage per month:	\$9.95	\$12.54
(2) Local Capital Charge per 1,000 gallons of usage per month	6.76	8.52
(3) Minimum Rate Per Month		

Meter Size	<u>Phase I</u>	<u>Phase II</u>
5/8-inch meter	\$ 50.13	\$ 63.18
3/4-inch meter	72.25	91.04
1-inch meter	128.33	161.70
1 1/2-inch meter	288.79	363.88
2-inch meter	513.48	646.98
3-inch meter	1,155.26	1,455.63
4-inch meter	2,053.75	2,587.73
6-inch meter	4,620.95	5,822.40

Section 2. The effective dates for the rates and charges approved in this ordinance shall be as follows:

Phase I Upon adoption of this ordinance

Phase II January 1, 2026

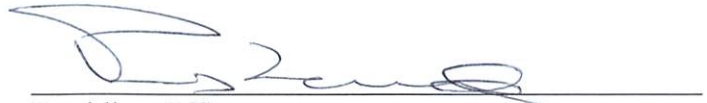
Rates and charges shall be applied to the first full billing cycle of the Utility following the above effective dates.

Section 3. All other provisions of and all other rates and charges established by the Code shall remain in full force and effect, including Section 51.39 of the Code which imposes an additional charge for user's of the City's sewage works located outside the corporate limits of the City in the amount of 25% of the billing for said sewer usage computed at the rates established in Section 1 above.

Section 4. This ordinance shall be in full force and effect from and after its passage and execution by the Mayor.

Passed and adopted by the Common Council of the City of Crown Point, Indiana, this
3 day of March, 2025.

COMMON COUNCIL OF THE CITY OF CROWN
POINT




Presiding Officer

ATTEST:



Clerk-Treasurer

Presented by me to the Mayor of the City of Crown Point, Indiana, this 3 day of
March, 2025.



Clerk-Treasurer

Signed and approved by me, the Mayor of the City of Crown Point, Indiana, this 3 day
of March, 2025.



Mayor

Responses to Data Requests

Request 9.1:

Crown Point asserted in its Response to Winfield's Request 6.2 that it received approval from the Indiana Utility Regulatory Commission ("Commission") for its current out-of-town sewer surcharge, but that no cause number was assigned. Please provide a copy of the Commission Order, correspondence, or any other information that indicates that the Commission approved Crown Point's out of town sewer surcharge.

Response:

Please see the following link:

<https://acrobat.adobe.com/id/urn:aaid:sc:US:fe6bff6b-8e11-44b0-8da5-5a9c548ac317>

Request 9.2:

Winfield's Request 6.6 to Crown Point reads as follows: "In the SE WWTP Antidegradation Report ("Antidegradation Report"), it states that the construction and operation of the WWTP is not expected to negatively impact the endangered species or their habitat. What data, studies or investigation were completed to come to this resolution?" Crown Point stated in its Response that "SRF/IFA, not Crown Point, performs an Environmental Review to ascertain if such concerns exist. No adverse impacts have been found by SRF/IFA." Provide all documents and communications, including those received from SRF/IFA, that lead Crown Point to believe its assertion that "No adverse impacts have been found by SRF/IFA."

Response:

To be supplied.

Request 9.3:

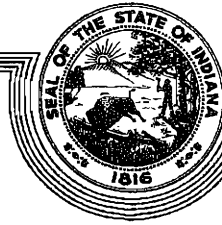
Winfield's Request 6.9 asked "Did Crown Point consult with the U.S. Fish and Wildlife Service as required under Section 7 of the Endangered Species Act of 1973? If so, please provide the results of this consultation." Crown Point stated in its Response that "SRF/IFA, not Crown Point, performs an Environmental Review to ascertain if any compliance concerns exist. No compliance concerns have been found by SRF/IFA." Provide all documents and communications, including those received from SRF/IFA, that lead Crown Point to believe its assertion that "No adverse impacts have been found by SRF/IFA."

Response:

To be supplied.

Request 9.4:

STATE OF INDIANA



INDIANA UTILITY REGULATORY COMMISSION
101 WEST WASHINGTON STREET, SUITE 1500 EAST
INDIANAPOLIS, INDIANA 46204-3419

<http://www.in.gov/iurc>
Office: (317) 232-2701
Facsimile: (317) 232-6758

October 11, 2012

Patti Olson, Clerk/Treasurer
City of Crown Point
101 N. East Street, Main Floor
Crown Point, IN 46307

Dear Ms. Olson:

On September 5, 2012, the Indiana Utility Regulatory Commission ("Commission") received the City of Crown Point's Petition for Approval of Rate and Charge Difference Between Property Within and Property Outside the Corporate Boundaries of the City of Crown Point pursuant to IC § 8-1.5-3-8.3 and General Administrative Order 2012-2 ("GAO 2012-2").

Under GAO 2012-2, the Commission delegated its authority to the Director of the Water/Wastewater Division to review this Petition to determine whether it satisfies the requirements of IC § 8-1.5-3-8.3(c) and, upon such finding, to approve the Petition including the percentage difference between rates and charges, or in the alternative, upon finding that the Petition does not satisfy the statutory requirements, to disapprove the Petition. The Director's determination does not include reviewing any financial documents or calculations that may have been prepared to support the outside city rates. The Commission review is limited by IC § 8-1.5-3-8.3 and GAO 2012-2 to an administrative review of the ordinance to verify the percent surcharge(s) listed and that the approval date was prior to March 31, 2012.

This letter serves as confirmation that the Petition submitted by the City of Crown Point on September 5, 2012, satisfies the requirements of IC § 8-1.5-3-8.3(c) and that the Petition, including the percentage difference between water and wastewater rates and charges as set forth in the City of Crown Point's Ordinance Number 728, dated October 11, 1966; Ordinance Number 755, dated September 3, 1968; and Ordinance Number 772, dated May 5, 1969, attached thereto is hereby approved.

Please be advised that under GAO 2012-2, any party wishing to appeal the Director's Decision must file a Petition, in writing and in compliance with the Commission's Rules of Procedure, 170 IAC 1-1.1 et seq. The Petition must be received by the Commission no later than ten (10) days after the issuance of this Decision. Because of the Commission's limited review, petitions to appeal are likely to be based upon one or more of the following reasons:

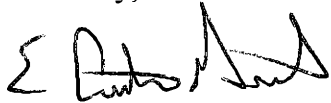
1. That the percentage differential for outside customers falls outside the range of 15%-50% of the inside rates;
2. That the Ordinance in question was not in effect prior to March 31, 2012; and/or
3. That the Ordinance in question has been amended, superseded, or by other reason is no longer in effect.

Petitions to appeal the Director's Decision should be sent to the attention of:

Brenda Howe, Secretary to the Commission
Indiana Utility Regulatory Commission
101 W. Washington Street, Suite 1500E
Indianapolis, IN 46204

If you have any questions, please call me at (317) 232-2749.

Sincerely,

A handwritten signature in black ink, appearing to read "E. Curtis Gassert", written in a cursive style.

E. Curtis Gassert, Director
Water/Wastewater Division

Request No. 3.10:

Provide a copy of the report or analysis that supports, justifies, and/or recommends Crown Point's connection charges, including, but not limited to, tap fees, system development charges, or any other connection charges.

Amended Objection: The request is vague, ambiguous, indefinite, and cannot be responded to because it does not specify the utility service to which the "connection charges" may apply. Even if the "connection charges" were identified as applicable to Crown Point's water or sewer service, the support, justification and calculation of those "connection charges" are outside the scope of this proceeding, are irrelevant and will not lead to relevant, admissible evidence. Winfield has the Crown Point rates and charges that will be applicable in the regulated territory. Crown Point rejects Winfield's litigious effort to inject issues beyond the requirements of the Regulatory Ordinance statute.

RESPONSE: See Amended Objection.

Winfield's Reply: Winfield clarifies this Request by stating Winfield seeks connection charges applicable to Crown Point's water or sewer service. The requested information is relevant and, at a minimum, reasonably calculated to lead to admissible information. Pursuant to Ind. Code §§ 8-1.5-6-9(c) and 8-1.5-6-8(g), the Commission is to consider "[t]he effect of a commission order on customer rates and charges for service provided in the regulated territory" and "[a]ny other factors the commission considers necessary" in making its public interest determination. The Commission should consider the rate impact of its Order in context of all other rates which a service provider will impose on ratepayers. As part of this process, Winfield is entitled to review such reports to determine if Crown Point's rates and charges are consistent with Indiana law. As such, the connection charges are within the scope of and relevant to this proceeding. Provide the requested report or analysis.

Updated Response: The 2020 Study of Wastewater Facility Connection Charges and the 2020 analysis of Utility System Development Charge for Conveyance Capacity are attached.

Request No. 3.11:

Provide a copy of the report in which Crown Point determined the amount of its out-of-town surcharge.

Amended Objection: The request is vague, ambiguous, indefinite and cannot be responded to because it does not specify the utility service to which the "out of town surcharge" may apply. Even if the "out of town surcharge" was identified as applicable to Crown Point's water or sewer

service, the determination, justification and calculation of those “out of town surcharges” are outside the scope of this proceeding, are irrelevant and will not lead to relevant, admissible evidence. Also, Crown Point is a city not a town. Winfield has the Crown Point rates and charges that will be applicable in the regulated territory. Crown Point rejects Winfield’s litigious effort to inject issues beyond the requirements of the Regulatory Ordinance statute.

RESPONSE: See Amended Objection.

Winfield’s Reply: Winfield clarifies this Request by stating Winfield seeks a copy of the report in which Crown Point determined the amount of its out-of-town surcharge, as applicable to Crown Point’s sewer service. This information is relevant and, at a minimum, reasonably calculated to lead to admissible information. Pursuant to Ind. Code §§ 8-1.5-6-9(c) and 8-1.5-6-8(g), the Commission is to consider “[t]he effect of a commission order on customer rates and charges for service provided in the regulated territory” and “[a]ny other factors the commission considers necessary” in making its public interest determination. The Commission should consider the rate impact of its Order in context of all other rates which a service provider will impose on ratepayers. In addition, Winfield is entitled to explore whether there is a cost basis for such surcharge. For these reasons, the out-of-town surcharge analyses and reports are within the scope of and relevant to this proceeding. Provide the requested report and analysis.

Updated Response: As explained at his August 7, 2025, Deposition, Mr. Guerrettaz believes that Crown Point’s wastewater out-of-city surcharge for has been operative since 1966, or earlier. Mr. Guerrettaz also testified that he is unaware of a report which determined the amount of Crown Point’s wastewater out-of-city surcharge. We are unaware of a report which determined the amount of Crown Point’s wastewater out-of-city surcharge. If such a report is located, it will be provided.

Request No. 3.12:

Please provide copies of all Crown Point ordinances, operative on, and after, December 27, 2023, relating to Crown Point’s sewer service, including, but not limited to, sewer rates and charge, sewer user terms, conditions, rules and regulations, and non-recurring charges and fees, including exhibits.

Amended Objection: This information is readily available through public sources. Further, see Response to 3.8, above.

AMENDED RESPONSE: Without waiving any objection, The information requested is available on Crown Point’s website at www.crownpoint.in.gov and Click on “Municipal Code”