

STATE OF INDIANA

INDIANA UTILITY REGULATORY COMMISSION

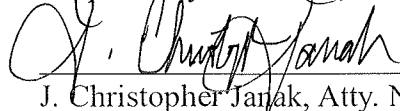
**IN THE MATTER OF THE PETITION OF
THE CITY OF CROWN POINT, AND CROWN
POINT CITY UTILITIES FOR APPROVAL OF
A REGULATORY ORDINANCE
ESTABLISHING A SERVICE TERRITORY
FOR THE CITY'S MUNICIPAL WATER AND
SEWER SYSTEMS PURSUANT TO IND.
CODE CH. 8-1.5-6.**

CAUSE NO. 45992

**REBUTTAL TESTIMONY AND EXHIBITS
OF ZACHARY BEAVER**

Rebuttal Testimony of Zachary Beaver	<u>Petitioner's Exhibit 50</u>
February 8, 2024 Notice Letter to Crown Point	<u>Petitioner's Exhibit 51</u>
Summary or Index of Documents Provided to Crown Point	<u>Petitioner's Exhibit 52</u>
Crown Point's Lift Stations (Response to Data Request)	<u>Petitioner's Exhibit 53</u>

Respectfully submitted,



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Petitioner's Exhibit 50

STATE OF INDIANA

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**IN THE MATTER OF THE PETITION OF
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REBUTTAL TESTIMONY

OF

ZACHARY BEAVER

ON BEHALF OF

THE TOWN OF WINFIELD, LAKE COUNTY, INDIANA

I.
INTRODUCTION

1
2
3
4 **1. Q PLEASE STATE YOUR NAME AND ADDRESS.**

5 A My name is Zachary Beaver, and I am employed as an attorney for Residual
6 Based Finance Corporation. My business address is 70 W. Madison Street,
7 Suite 2200, Chicago, IL 60602.

8 **2. Q ARE YOU THE SAME ZACHARY BEAVER WHO PREVIOUSLY**
9 **SUBMITTED TESTIMONY AND EXHIBITS IN THIS CAUSE?**

10 A Yes, I am.

11
12 **II.**
13 **PURPOSE**

14 **3. Q WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?**

15 A The purpose of my testimony is comment on the prefiled testimony and
16 exhibits filed by the City of Crown Point, Indiana ("Crown Point"), LBL
17 Development, LLC ("LBL"), and the Indiana Office of Utility Consumer
18 Counsellor ("OUCC"). As part of my rebuttal testimony, I will address
19 Winfield's ability to provide sewer service to the service area it requested in
20 this Cause ("Winfield Regulated Territory"), including the area which overlaps
21 with a similar request from Crown Point ("Disputed Area").

22
23 **III.**
24 **GENERAL HISTORY AND DEVELOPMENT OF THE AREA**
25 **IN AND AROUND WINFIELD**

26 **4. Q DO YOU AGREE WITH THE TESTIMONY FROM CROWN AND LBL**
27 **SUGGESTING THAT THE TOWN OF WINFIELD, INDIANA**
28 **("WINFIELD") HAS FAILED TO PROVIDE SERVICE EVEN WITHIN**

ITS OWN BOUNDARIES?

A No, I do not. In order to adequately answer this question, I think it is helpful to understand the history of Winfield. In the late 1980's and early 1990's, the Town of Merrillville, Indiana ("Merrillville"), and the City of Hobart, Indiana ("Hobart"), were both aggressively pursuing annexations in unincorporated Lake County, Indiana ("Lake County"). At that time, the area that is now Winfield was almost entirely agricultural. The owners of the farms, along with others, did not want to be annexed by Hobart or Merrillville. In an effort to fend off these unwanted annexations, the property owners first approached Crown Point to determine Crown Point's interest in annexing the area. At that point in time, Crown Point indicated that it had no interest in annexing the requested area. The group then banded together and incorporated Winfield in 1993. From its early beginnings to now, Winfield has been and still is largely agricultural. There are still large swaths of ground within Winfield's municipal limits that are used for agricultural purposes. For LBL and Crown Point to suggest that Winfield is not serving within its municipal boundaries is misleading in that much of the undeveloped ground within Winfield is agricultural (i.e farm fields) that does not need sewer service.

5. Q PLEASE ADDRESS THE COMMENTS FROM CROWN POINT AND LBL THAT WINFIELD HAS 664 ACRES WITH HOUSES THAT HAVE FAILING OR SOON TO BE FAILING SEPTIC SYSTEMS.

A Similar to the comments regarding the need for service to the unoccupied farm fields, these comments are misleading. In Winfield, there are at least three

1 rather large subdivisions, The Trees, Hidden Creek, and Prairie Crossings, that
2 consist of one to four acre lots. The one to three acre lots are large enough to
3 support functioning septic systems. I would also note that like many in
4 Winfield, my house is located on a larger lot that is serviced by a septic system.
5 There is no indication from Lake County or the property owners (including
6 me) that our septic systems are malfunctioning, cannot be replaced, or that we
7 want or need to be served by Winfield. To suggest that Winfield is not willing
8 to provide service to these areas is simply false. The customers in these
9 subdivisions have not requested nor do they desire Winfield's service at this
10 time. Despite the comments from LBL and Crown Point to the contrary, there
11 is no imminent need for Winfield to extend service to these areas.

12 **6. Q WHEN DID WINFIELD PURCHASE ITS WASTEWATER UTILITY?**

13 A As noted by the Indiana Office and Utility Consumer Counselor ("OUCC") in
14 the pre-filed testimony of Kristen Willoughby, Winfield received a
15 Commission Order authorizing the acquisition of Winfield Utilities, Inc. in
16 Cause No. 42930, Final Order dated May 24, 2006. Winfield closed shortly
17 after receiving the Commission's Order and immediately expanded the
18 wastewater treatment plant ("WWTP") by 200,000 gallons per day ("gpd") to
19 meet the anticipated growth at that time.

20 **7. Q HAVE THE OWNERS IN AND AROUND WINFIELD BEEN**
21 **DEVELOPING THE FARM GROUND OVER THE LAST 20 YEARS?**

22 A To some extent, yes; however, there are still a large number of farmers who
23 continue to use their properties for agricultural purposes and have no desire to

1 abandon farming and develop their properties.

2 8. Q **HAS WINFIELD EXPANDED ITS PLANT TO MEET PROSPECTIVE**
3 **DEVELOPMENT SINCE ITS ACQUISITION OF THE UTILITY IN**
4 **2006?**

5 A Yes, Winfield has expanded its plant on multiple occasions. Winfield has also
6 made a number of improvements to its system, including improvements that
7 reduced Winfield's inflow and infiltration.

8 9. Q **IS WINFIELD PREPARED TO EXPAND ITS WASTEWATER**
9 **UTILITY TO MEET THE DEMANDS OF THE DISPUTED AREA AND**
10 **WINFIELD SERVICE TERRITORY?**

11 A Yes, it is. Winfield understands that by seeking and ultimately receiving an
12 order approving its requested service territory, Winfield will have a duty to
13 provide wastewater collection and treatment service. See *Town of Pendleton,*
14 *Indiana*, Cause No. 46087, page 21, ¶2. Winfield takes this obligation to
15 provide wastewater collection and treatment service very seriously and
16 understands that if for some reason, it is unable or unwilling to serve, then the
17 Commission has the jurisdiction to later revoke its service territory. With this
18 in mind, Winfield will take all necessary steps under Indiana law to provide
19 wastewater collection and treatment service within its requested service
20 territory within the time needed.

21 IV.
22 OUCC TESTIMONY
23

24 10. Q **DO YOU HAVE ANY COMMENTS ON THE TESTIMONY**

PRE-FILED BY OUCC WITNESS WILLOUGHBY?

A Yes, I do. The OUCC made a number of findings which can be summarized as follows:

- Winfield is capable of providing service to the Winfield Regulated Territory, including the disputed area. Page 7, lines 6-8.
- Winfield's service area expansion should have a positive impact on Winfield's existing rates and charges. Page 8, lines 16-18.
- Winfield as the sole sewage provider in the Winfield Regulated Territory should facilitate growth and economic development. Page 9, lines 19-21.
- Winfield as the sole service provider would provide predictability to prospective customers by establishing certainty as to the provider of wastewater service and the service would be provided at rates that are competitive or lower than neighboring utilities. Page 10, lines 1-5.
- Crown Point's monthly rates are much higher than Winfield's monthly rates which could be a deterrent to some customers which would slow growth in the Disputed Area. Page 11, lines 6-8.
- Cost to install sewer mains for Crown Point to serve LBL is unclear. Page 11, line 17.
- While LBL and Crown Point have an agreement for providing sewer and water to the Disputed Area, it is the ultimate purchaser of homes that will pay the rates resulting from the utility provider selected by the Commission. Page 13, line 23 to Page 14, line 2.
- Recent rate increases are used to fund compliance planned projects to elevate combined sewer overflows and other affluent violations. The cost will be paid by all customers including out of town customers. Page 15, lines 3-6.
- The out of town customers are paying 25% surcharge to meet City's revenue requirements. Crown Point's surcharge is 59 years old and has no recent cost support. Page 15, lines 7-18.

(See Public's Exhibit 1, at designated pages and lines)

11. Q DO YOU GENERALLY AGREE WITH THESE FINDINGS?

A Yes, I do. I particularly agree with Ms. Willoughby's assessment that Winfield has much lower user rates and Crown Point's much higher rates and charges could deter economic development. I also agree with Ms. Willoughby's general conclusions that the statute in question, Indiana Code §8-1.5-6-8(g)(3),

1 requires an analysis of the impact of the proposed wastewater service on
2 economic development in the proposed service territory. Although Crown
3 Point and LBL spend a significant amount of time discussing Crown Point's
4 ability to engage in economic development, the focus of the Commission's
5 inquiries should be on the impact of the proposed utility service on economic
6 development, not the ability to conduct economic development itself. I agree
7 with OUCC witness Willoughby that Winfield's rates and charges are much
8 more reasonable which would, in turn, encourage economic development.

9 **12. Q DO YOU AGREE WITH MS. WILLOUGHBY'S SUGGESTION THAT**
10 **IF WINFIELD'S REQUEST IS GRANTED, THEN THE WINFIELD**
11 **ORDINANCE SHOULD BE MODIFIED?**

12 A Yes, I agree with this as well. On page 14 of her testimony (lines 11-16), Ms.
13 Willoughby recommended the Commission condition the grant of any service
14 territory to Winfield on changing section 3 of Ordinance No. 358 so that
15 Winfield can allow another wastewater service provider in the event that it is
16 technically or financially feasible for Winfield to extend service to a customer
17 within the Winfield Regulated Territory. If the Commission approves its
18 service territory, Winfield will agree to modify Ordinance No. 358 consistent
19 with Ms. Willoughby's recommendation.

20 **V.**
21 **CROWN POINT TESTIMONY AND EXHIBITS**
22

23 **13. Q DO YOU AGREE WITH MR. FALKOWSKI'S TESTIMONY THAT**
24 **CROWN POINT'S DOCUMENTED ABILITY TO PROMOTE AND**

1 **ACHIEVE ECONOMIC DEVELOPMENT WILL BE OF MAJOR**
2 **BENEFIT TO THE DEVELOPMENT OF THE DISPUTED AREA?**

3 A No, I do not. By definition, the Disputed Area is within the unincorporated
4 area of Lake County. Because it is outside the municipal boundaries of both
5 Winfield and Crown Point and in unincorporated Lake County, Lake County,
6 not Winfield or Crown Point, will have jurisdiction over economic
7 development in this area. The sole issue for the Commission's consideration
8 is which service provider will be able to provide service on terms and
9 conditions that will encourage economic development. Because Winfield can
10 provide service at a much lower overall cost to the ultimate consumers, it is
11 the much better provider for economic development in the area. I would also
12 note that in an attempt to denigrate Winfield, Mr. Falkowski claims that
13 Winfield's extension of service to the Disputed Area will be five (5) times the
14 cost of Crown Point's gravity flow system. Again, Mr. Falkowski is
15 comparing apples to oranges. The location of the treatment plant that LBL
16 donated has the benefit of significantly reducing the off-site sewer costs owed
17 by the developer (i.e. LBL) under the Commission's Main Extension Rules at
18 the expense of Crown Point's current and future ratepayers. As explained by
19 Mr. Duffy, Crown Point has a yet-to-be financed or completed Phase IV
20 Project that is described in Crown Point's Preliminary Engineering Report
21 ("PER") (see Prefiled Rebuttal Testimony of Mike Duffy, Petitioner's Exhibits
22 60 and 63, excerpt from Crown Point PER). The Phase IV Project is designed
23 to divert wastewater flows from inside Crown Point's municipal limits to

1 Crown Point's new WWTP. This project must be completed in order to
2 comply with the outstanding order from the Indiana Department of
3 Environmental Management ("IDEM") and its estimated cost is \$64 Million
4 ("64 Million Diversion Project"). As explained by Mr. Lin, the cost of the
5 \$64 Million Diversion Project is much higher due to the location of the plant
6 which requires Crown Point to install multiple lift stations and a force main to
7 transport sewage within Crown Point's municipal limits to the new location of
8 the WWTP. Because of the location of the new WWTP, the \$64 Million
9 Diversion Project will cost Crown Point's ratepayers dearly. The cost of the
10 \$64 Million Diversion Project has not been factored into Crown Point's
11 proposed monthly user rates for the Disputed Area which are \$131 per month
12 for a 5,000 gallon per month out-of-town user. Mr. Falkowski's testimony that
13 the cost of extending service from Winfield to the Disputed Area is five (5)
14 times more expensive is misleading in that it does not take into account the
15 cost of the \$64 Million Diversion Project or Crown Point's out-of-town user
16 rates and connection charges.

17 **14. Q DO YOU HAVE ANY OTHER COMMENTS REGARDING THE \$64**
18 **MILLION DIVERSION PROJECT?**

19 A Yes, I do. While I am not an engineer, I understand from Mr. Duffy that the
20 \$64 Million Diversion Project contains a series of interconnected lift stations
21 and five (5) miles of force main. In the testimonies from Crown Point and LBL,
22 both attack Winfield on grounds that its lift stations and three (3) miles of force
23 main is a "daisy chain" of lift stations and force main that are too complex and

1 costly. At the same time, however, Crown Point is proposing a “daisy chain”
2 of lift stations and approximately five (5) miles of force main. To be clear,
3 Crown Point is criticizing Winfield even though Crown Point is doing the same
4 thing. This double standard is appalling.

5 **15. Q DO YOU AGREE WITH MR. FALKOWSKI'S TESTIMONY THAT**
6 **THE DONATION AGREEMENT IS THE ONLY HISTORY OF**
7 **SEWER SERVICE FOR CUSTOMERS IN THE DISPUTED AREA?**

8 A No, I do not. The Donation Agreement has not led to the provision of any
9 service in the Disputed Area. The Donation Agreement does, however,
10 reduce the overall costs for the developer at the expense of Crown Point's
11 existing and future ratepayers.

12 **16. Q DO YOU AGREE WITH MR. FALKOWSKI'S TESTIMONY ON**
13 **PAGES 2-3 STATING THAT THE GRANTING OF SERVICE**
14 **TERRITORY TO WINFIELD WILL DERAIL CROWN POINT'S**
15 **CURRENT SEWER SERVICE AND ECONOMIC DEVELOPMENT**
16 **EFFORTS AND CREATE ECONOMIC UNCERTAINTY?**

17 A No. If it so chooses, Crown Point can certainly construct its new WWTP.
18 Crown Point is seeking somewhere between 16,000 and 20,000 acres of
19 requested territory in Cause No. 46035. The Disputed Area is approximately
20 10% of Crown Point's total requested territory. Even if the Disputed Area were
21 granted to Winfield, Crown Point would have thousands of acres in which it
22 could serve. The issue in this Cause is whether economic development and
23 overall user rates within the Disputed Area would be best served by Winfield

1 or Crown Point. After factoring in the cost of the \$64 Million Diversion
2 Project and Crown Point's already high rates, it is clear that Winfield should
3 be the provider.

4 **17. Q DO YOU HAVE ANY COMMENTS REGARDING MR.**
5 **FALKOWSKI'S TESTIMONY REGARDING THE ALLEGEDLY**
6 **INAPPROPRIATE LOCATION OF THE WINFIELD WWTP AND**
7 **THE HIGH INFRASTRUCTURE COSTS ASSOCIATED WITH**
8 **EXTENDING WINFIELD SERVICE TO THE DISPUTED AREA?**

9 A Yes, I do. Unlike Crown Point, Winfield has an existing WWTP with
10 sufficient capacity to handle the anticipated flows from the Disputed Area for
11 many years. Winfield also has preliminary effluent limits (i.e. preliminary
12 approval) to expand its existing plant from 1.6 million gallons per day ("mgd")
13 to 4 mgd. The existing plant has been operated at this location for decades and
14 there is no reason to move the location at this time. As we can see from Crown
15 Point's proposal, building a brand new WWTP (including the \$64 Million
16 Diversion Project) strongly impacts the monthly user rates of Crown Point's
17 proposed users. Winfield has taken the approach that its existing WWTP is
18 the most cost-effective, efficient way to serve its current and future customers
19 and there is no need to incur the cost of relocating the plant anytime soon. This
20 approach has allowed Winfield to offer wastewater collection and treatment
21 services without the significant spike in rates like Crown Point is experiencing.
22 Winfield's much lower rates and charges should be more conducive to
23 economic development for the foreseeable future.

1 **18. Q MR. BEAVER, DO YOU AGREE WITH MR. FALKOWSKI'S**
2 **STATEMENT THAT CROWN POINT CAN SERVE LBL**
3 **DEVELOPMENT WITHIN NINE (9) MONTHS?**

4 A No, I do not. As Mr. Duffy and Mr. Lin explained in their prefiled testimonies,
5 Crown Point has been denying service to multiple users in and around its
6 existing territory (see also Petitioner's Exhibit 34). Based on Petitioner's
7 Exhibit 34, these requests amount to almost 2 mgd which would more than
8 exhaust the existing capacity at Crown Point's existing plant. It is unclear to
9 me how Crown Point can deny service to some customers while agreeing that
10 new customers such as LBL can use Crown Point's little remaining capacity.
11 Assuming, for the sake of argument, that Crown Point could discriminate
12 against and deny service to customers who had previously sought service,
13 Winfield's proposed time to extend service is not materially different and will
14 not impact economic development in the area as such economic development
15 is anticipated to occur in more than twelve (12) months after issuance of the
16 order. If Crown Point's new WWIP is delayed or it is later determined that
17 Crown Point has exhausted its capacity, Winfield is clearly the better service
18 option from a timing perspective.

19 **19. Q DO YOU AGREE WITH WITNESS FALKOWSKI'S STATEMENT**
20 **THAT WINFIELD HAS MADE NO COMMITMENT TO LBL OR ANY**
21 **OTHER PROPERTY OWNER IN THE DISPUTED AREA THAT IT**
22 **CAN PROVIDE SERVICE?**

23 A Absolutely not. I have met with and spoken to LBL representatives at least

1 four or five times on the phone and met in person another four or five times.

2 While I cannot remember the exact content of each of these conversations, the
3 theme throughout was that Winfield could provide service to the Disputed
4 Area within the time needed. Not only did I inform LBL of Winfield's ability
5 to serve, it has been Winfield's plan to serve the Disputed Area for twenty years
6 (see Winfield's Comprehension Plans, Petitioner's Exhibits 3 and 4). While
7 there have been many conversations with LBL, LBL has not filed an
8 application or requested service from Winfield. In fact, Winfield knew very
9 little about the proposed development until it conducted discovery in this case
10 and LBL filed its prefiled testimony and exhibits. I understand that LBL
11 believes that it will be most cost-effective for them to receive service from
12 Crown Point's new WWTP due to the fact that LBL donated property to Crown
13 Point that is adjacent to its proposed development. However, Winfield can
14 provide service and is willing to discuss a cost-sharing arrangement that makes
15 it cost-effective for LBL (and all economic activity) while Winfield maintains
16 its highly competitive monthly user rates and connection fees. Unfortunately,
17 it does not appear that LBL will engage in any of these discussions until such
18 time as the Commission issues an order in this Cause.

19 **20. Q HAVE YOU OR ANYONE ELSE AT THE TOWN HAD A**
20 **CONVERSATION WITH MR. FALKOWSKI ABOUT WINFIELD'S**
21 **PAST ACTIONS AND INABILITY TO PROVIDE SERVICE TO LBL**
22 **OR THE DISPUTED AREA?**

23 A Yes, I have spoken or texted with Mr. Falkowski on a couple of occasions. I

1 have consistently maintained with Mr. Falkowski and everyone else that
2 Winfield can provide wastewater collection and treatment service to the
3 Disputed Area. Mr. Falkowski's statements that Winfield is not ready, willing,
4 and able to serve is inconsistent with our prior communications and appears to
5 be based entirely on inaccurate and unreliable hearsay (from others).

6 **21. Q HAS WINFIELD REFUSED TO ANSWER DISCOVERY QUESTIONS**
7 **ON ITS ECONOMIC DEVELOPMENT EXPLOITS BECAUSE IT HAS**
8 **NONE?**

9 A No. A simple google search reveals that Winfield has routinely been one of
10 the fastest growing communities in the State. From 2000-2009, Winfield's
11 population grew 99% which made Winfield the fastest growing city or town in
12 the State of Indiana during this time frame. (InContext, IU Kelley School of
13 Business, July 2008, Vol. 9, No. 7). In 2025, Winfield was the 14th fastest
14 growing community in the State. (see [worldpopulationreview.com/us-](http://worldpopulationreview.com/us-cities/Indiana/fastest-growing)
15 [cities/Indiana/fastest growing](http://worldpopulationreview.com/us-cities/Indiana/fastest-growing)). Crown Point was 55th. Mr. Falkowski either
16 knows or should know that these statistics and his testimony was misleading.
17 Winfield chose not to answer the referenced discovery requests on grounds it
18 believes that such information is neither relevant to this proceeding, nor will
19 lead to the discovery of admissible evidence. When filing these objections with
20 Crown Point, Crown Point never indicated that Winfield's objections were
21 inappropriate, misplaced, or in any way wrong. Winfield continues to see
22 development from builders and developers within its service area. Being on
23 the easternmost edge of Lake County, the Winfield area is very much a not

1 fully developed gem. I would compare Winfield today to what a Fishers,
2 Zionsville, Whitestown, or even Crown Point were thirty (30) years ago. The
3 fact that our area is still rural in nature does not mean that Winfield is unable
4 to provide safe, cost-effective sewer service that will be beneficial to economic
5 development throughout the area. I would also note that for two (2) decades,
6 builders and developers have wanted to locate and conduct development
7 activities in Winfield, making Winfield one of the fastest growing
8 communities in the State.

9 **22. Q MR. BEAVER, PLEASE COMMENT ON MR. FALKOWSKI'S**
10 **STATEMENT THAT IF WINFIELD WAS READY, WILLING, AND**
11 **ABLE TO PROVIDE SERVICE TO THE AREA, IT WOULD HAVE**
12 **ALREADY COMMITTED IN WRITING TO SERVE LBL.**

13 A As I testified above, Winfield has repeatedly represented to LBL that it can
14 provide service to LBL's proposed development. In this Cause, Winfield has
15 committed in writing to provide service to LBL and the Disputed Area. As I
16 stated above, if its petition is granted, Winfield will have an obligation to
17 provide wastewater collection and treatment service in a timely manner.
18 (*Town of Pendleton*, Cause No. 46087, p. 21, ¶c). Winfield takes this
19 obligation very seriously and is prepared to meet it upon issuance of the order
20 and will commit to a cost-sharing or main extension agreement with LBL and
21 other developers that is consistent with Indiana law.

22 **23. Q MR. BEAVER, PLEASE ADDRESS MR. FALKOWSKI'S**
23 **STATEMENT THAT WINFIELD HAS INAPPROPRIATELY USED**

TAX DOLLARS TO FUND SEWER IMPROVEMENTS.

A Mr. Falkowski and Crown Point's financial advisor, Mr. Guerrettaz, have both made the statement that Winfield's user rates are artificially low due to Winfield using a creative financing structure that maintained low rates for Winfield's users. Crown Point does not dispute that Winfield's creative financing solutions have resulted in affordable rates for all of its customers. In fact, Crown Point may now use tax dollars to fund the \$64 Million Diversion Project instead of raising its rates to \$161 per month for a 5,000 gallon per month, out-of-town user. Although Mr. Falkowski (and even Mr. Guerrettaz) state that it is inappropriate to use tax dollars to fund sewer improvements, Mr. Guerrettaz specifically states that Crown Point will not have to implement the final phase of its rate increase (to \$161 per month) because Crown Point can finance these improvements through general obligation bonds, food and beverage bonds, local income tax bonds, or tax increment financing bonds (see Guerrettaz testimony, p. 12, lines 3-21). Despite Crown Point's criticism of Winfield's creative financing structure that maintains lower rates and promotes economic development, Mr. Guerrettaz's new proposed funding mechanisms all use tax dollars generated from inside Crown Point's municipal limits. Crown Point's testimony is shockingly disingenuous and misleading when considering that Crown Point now may use the same type of financing that Mr. Falkowski is denigrating Winfield for using.

24. Q DO YOU HAVE ANY COMMENTS REGARDING THE RECENT STIPULATION WITH APPLE VALLEY UTILITIES?

1 A Yes, I do. Crown Point repeatedly stated in its filed papers that it had contacted
2 all stakeholders to ensure that their interests were not being harmed. In the
3 case of Winfield, Crown Point notified us that they were seeking a territorial
4 expansion that included half of our territorial boundaries. With respect to
5 Apple Valley Utilities, Crown Point did not contact them at all. While Crown
6 Point claims that it did not know of Apple Valley's CTA, I understand that
7 Apple Valley's attorney of record is also the attorney of record for Crown
8 Point.

9 V.
10 **LBL DEVELOPMENT**
11

12 A. **Prefiled Testimony and Exhibits of John Lotton**
13

14 25. Q DO YOU HAVE ANY COMMENTS REGARDING LBL'S
15 STATEMENT THAT IT WILL NOT BUILD OR CONTRIBUTE TO
16 THE COST OF INFRASTRUCTURE THAT WINFIELD IS
17 PROPOSING TO BE USED TO SERVE THE DISPUTED AREA AND
18 THAT HE MAY ABANDON HIS PLANS FOR DEVELOPMENT IF
19 WINFIELD IS AUTHORIZED TO SERVE?

20 A Yes, I do. Mr. Lotton's opinion is very unfortunate. I think his opinion is
21 based in large part on a misunderstanding of Winfield's plan for providing
22 service and how easily service can be extended from Winfield's existing
23 facilities to his proposed development (without harming Winfield's other
24 customers). At the same time, I understand LBL's desire to reduce its overall
25 offsite sewer cost by contributing land immediately next to LBL's proposed

1 subdivision (in the Donation Agreement). Unfortunately, however, the
2 Donation Agreement violates Indiana law as discussed in my original
3 testimony and would be detrimental to Crown Point's existing customers and
4 the customers within the Disputed Area. By locating the plant immediately
5 adjacent to LBL's proposed development, LBL will save money but Crown
6 Point's existing customers will have to fund the \$64 Million Diversion Project
7 and the customers in the Disputed Area will pay a 25% surcharge on Crown
8 Point's already high rates. The surcharges result in a rate of anywhere from
9 \$131 to \$161 per month for a 5,000 gallon per month user, depending on how
10 Crown Point determines it should fund the \$64 Million Diversion Project. As
11 noted by Ms. Wilson, LBL is the big winner by locating the new WWTP next
12 to LBL's development. LBL will save millions in offsite costs while the
13 ratepayers in the Disputed Area pay between \$432,000 and \$612,000 each
14 month in higher user fees (forever) and pay connection fees that are 76%
15 higher than Winfield's connection fees.

16 **26. Q DO YOU HAVE AN OPINION WHETHER WINFIELD CAN SERVE**
17 **300 EDU'S AS PROPOSED BY LOTTON IN HIS TESTIMONY?**

18 A Yes. Unfortunately, Winfield has had little or no conversation with LBL
19 regarding its development plans. Winfield had understood that the LBL would
20 require approximately 160 EDU's per year over the course of 20-25 years.
21 When reading Mr. Lotton's testimony, it was the first time I had heard that the
22 pace of development might be as much as 300 EDU's per year. In prior
23 discussions, LBL had mentioned anywhere from 160 to 250 EDU's per year.

1 Nonetheless, Winfield is committed and is, in fact, legally obligated to provide
2 wastewater collection and treatment service. Winfield will do so.

3 **27. Q DO YOU AGREE WITH MR. LOTTON'S TESTIMONY ON PAGES 7**
4 **AND 8 THAT WINFIELD HAS CONSISTENTLY COMMUNICATED**
5 **TO LBL THAT IT IS UNWILLING TO PROVIDE WASTEWATER**
6 **SERVICE TO LBL'S DEVELOPMENT?**

7 A No, this testimony is simply inaccurate. I understand that Winfield's counsel
8 in this Cause has had at least one conversation with counsel for LBL regarding
9 Winfield's ability to serve. Our counsel and I also meet with John Lotton,
10 Chris Salatas, various state legislators, and LBL's attorney's during the 2025
11 legislative session at the Indiana State House. At this meeting, we stated that
12 Winfield has the capacity to serve LBL's proposed development at less than
13 half the cost being proposed by Crown Point. When we informed Mr. Lotton
14 of this fact, he seemed surprised that Crown Point's rates would be \$131 to
15 \$161, depending on how the \$64 Millon Diversion Project was funded. Mr.
16 Lotton did not dispute that Winfield was able to serve the proposed
17 development, but he did say he needed to talk to Crown Point to try to have
18 them reduce the rates. Both before and after the legislative session, Winfield
19 has had conversations with representatives from LBL indicating that Winfield
20 would be able to provide service to the LBL Development. As I indicated
21 above, I have had 8-10 conversations and/or meetings with representatives
22 from LBL, including John Lotton. While I do not remember the exact time
23 and content of each of these conversations or meetings, the general theme was,

1 and I made representations to Mr. Lotton, that Winfield is able to provide
2 service to LBL's development.

3 **28. Q DID MR. BELLAR DENY SERVICE?**

4 A No, he did not. Mr. Bellar recalls a single conversation in 2022 or 2023 with
5 Mr. Lotton. Town Council member Tim Clayton was present and heard the
6 conversation. In this phone call Mr. Bellar began to inform Mr. Lotton that
7 the size of LBL's proposed development would require an expansion to the
8 wastewater treatment plant which was underway. Before Mr. Bellar could
9 explain that the proposed expansion would require a short delay in the
10 processing of LBL's zoning request while Winfield determined the true
11 capacity needs of all the developers, including LBL, that were seeking service,
12 Mr. Lotton stated that: "this phone call is over", and he hung up on Mr. Bellar.

13 **29. Q WHY DID WINFIELD DELAY PROCESSING ZONING REQUESTS**
14 **FOR A FEW MONTHS?**

15 A Due to the rapid influx of development requests, Winfield did not want to over-
16 allocate capacity in its plant until it was well under construction with the
17 existing expansion. Winfield was concerned about over-allocating capacity
18 without a firm timeline for completion of the expansion. As a fast growing
19 community, Winfield has tried to communicate effectively and honestly with
20 developers about timelines and Winfield's capabilities.

21 **30. Q ON PAGE 8 OF HIS TESTIMONY, MR. LOTTON STATES THAT THE**
22 **INITIAL INCORPORATION OF WINFIELD IN 1993 WAS A LAND**
23 **GRAB AND SUGGESTS THAT WINFIELD'S TERRITORIAL**

1 **REQUEST IN THIS CAUSE IS LAND GRAB AS WELL. DO YOU**
2 **AGREE?**

3 A No, I do not. As I explained above, the initial incorporation of the Town was
4 a collection of individuals, including farmers, who banded together to
5 incorporate Winfield. The agricultural nature of the Town is still present
6 today. In terms of the current sewer territorial request, Winfield understands
7 that it has an obligation to provide wastewater collection and treatment service.
8 Winfield understands and embraces this obligation and plans to serve the entire
9 service area as it develops. Because of the obligation to provide wastewater
10 collection and treatment service, Winfield's request is not (and cannot be) a
11 land grab as suggested by Witness Lotton.

12 **31. Q ARE YOU CONCERNED WITH THE CAPACITY ISSUES RAISED BY**
13 **MR. LOTTON AND THE AMOUNT OF UNDEVELOPED LAND**
14 **WITHIN WINFIELD?**

15 A No, I am not. As I stated earlier, Winfield's origins were largely agricultural
16 in nature and these continue until this day. Like many areas surrounding a
17 larger city, Winfield has yet to be fully developed. To this day, many of the
18 properties are owned by individuals who have farmed the ground for many
19 years. The Town continues to monitor and have discussions with its
20 stakeholders to determine the pace of development. If the property owners
21 later decide to sell and/or develop the property, Winfield will be in a position
22 to extend its lines, expand its WWTP pursuant to IDEM's preapprovals, and
23 provide service within the time needed as it has done for two (2) decades while

1 being one of the fastest growing communities in the State of Indiana. Again,
2 many communities such as Whitestown, Zionsville, Fishers, Westfield, and
3 others have dealt with the same issue. As explained by Mr. Lin, Winfield
4 maintains a spreadsheet in which it constantly monitors capacity. I do not
5 anticipate a capacity issue as suggested by Mr. Lotton in his testimony.

6 **32. Q DO YOU AGREE THAT WINFIELD'S INABILITY AND**
7 **UNWILLINGNESS TO PROVIDE SERVICE WAS THE BASIS FOR**
8 **LBL'S PROPOSED DE-ANNEXATION OF THE 400 ACRE'S WITHIN**
9 **WINFIELD'S MUNICIPAL LIMITS WAS THE BASIS FOR THE**
10 **PROPOSED DE-ANNEXATION OF THE 400 ACRES?**

11 A No, that was certainly not my understanding based on my participation in the
12 process. I was present during the discussions with the legislators regarding
13 LBL's de-annexation request. At these meetings, there was no discussion about
14 Winfield's inability to serve other than Winfield's question to Mr. Lotton as to
15 why LBL would not want to receive service from Winfield when Winfield's
16 costs were significantly lower than the cost being proposed by Crown Point.
17 The entire discussion with the legislators was about LBL's belief that Winfield
18 would not re-zone LBL's property. As background, LBL is proposing a very
19 dense development with many lots being 50-feet wide and 120-feet deep, or
20 6,000 square feet. While Winfield has multiple 500 lot subdivisions that have
21 developed in its service territory, LBL's development is certainly not the typical
22 type of development that has occurred in the past in and around Winfield. At
23 the meeting, the legislators decided not to move forward with the de-annexation

1 as long as Winfield took steps to re-zone LBL's property. The de-annexation
2 was in no way tied to Winfield's inability or unwillingness to provide
3 wastewater collection and treatment service.

4 **33. Q HAS WINFIELD TAKEN STEPS TO ALLOW FOR RE-ZONING OF**
5 **THE PROPERTY?**

6 A Yes, it has. As an initial matter, Winfield changed its rules so that LBL could
7 annex the remaining 800 acres into the Town and obtain re-zoning of the
8 property at that time. In addition, LBL recently filed a petition to re-zone the
9 400 acres within the Town. The Town is currently moving forward with the
10 re-zone petition even though the re-zone petition does not describe how sewer
11 service will be provided to the property (which is a prerequisite).

12 **34. Q DO YOU HAVE ANY KNOWLEDGE OF THE PROPOSED 80 ACRE**
13 **DEVELOPMENT ON 117TH AVENUE THAT LBL HAD UNDER**
14 **CONTRACT BUT HAD TO WALK AWAY DUE TO WINFIELD'S**
15 **INABILITY AND UNWILLINGNESS TO PROVIDE WASTEWATER**
16 **SERVICE?**

17 A Once again, LBL has misrepresented the nature of the conversation. As an initial
18 matter, Winfield did not receive any formal application for service; however,
19 Winfield recalls a conceptual drawing that was presented which had a proposed
20 density that was too high and not in alignment with the Comprehensive Plan.
21 Wastewater service was and still is not an issue, but the level of density being
22 requested by LBL was an issue. Unfortunately, this is not the only time that
23 LBL has stated that wastewater service was the reason for not being able to

1 develop its property when in reality it was a zoning or density issue. While I do
2 not have any insight into Mr. Lotton's intentions, he continues to use the term
3 "lack of service" as a basis to obtain favorable zoning and density for his
4 developments.

5 **35. Q DO YOU AGREE WITH LBL'S CONTENTION THAT WINFIELD**
6 **SHOULD NOT BE PERMITTED TO DISRUPT CROWN POINT'S**
7 **PLANS TO SERVE LBL PURSUANT TO THE DONATION**
8 **AGREEMENT?**

9 A Again, no, I do not. LBL does not dispute that it knew and understood that
10 Winfield had adopted a comprehensive master plan ("Comprehensive Plan") that
11 included sewer service to and development of the Disputed Area. As explained
12 by Mr. Duffy, Winfield can accomplish the service goals set forth in its
13 Comprehensive Plan via a \$8.75 million main extension to the Disputed Area. I
14 also understand that the Donation Agreement allows LBL to reduce its off-site
15 sewer costs. The Donation Agreement, however, would require Crown Point to
16 incur extra costs to complete the \$64 Million Diversion Project which includes
17 extra costs associated with transporting sewage from inside the municipal limits
18 through a series of lift stations (i.e. "daisy chain" lift stations) and a force main
19 to the new WWTP. (See Petitioner's Exhibit 63) While the Donation
20 Agreement certainly limits the cost of the developers off-site cost, it would come
21 at the expense of the ultimate customers in the Disputed Area who will be paying
22 high connection fees and monthly sewer fees that range from \$131 to \$161 per
23 month. These costs and fees are inordinately large due to the costs associated

1 with building a brand new WWTP that is located far from the City's existing
2 facilities, which, as the OUCC noted, is intended to address long standing
3 operational and financial issues associated with Crown Point's sewer system.
4 (Public's Exhibit 1, p. 15, lines 3-6)

5 **36. Q DO YOU AGREE WITH MR. LOTTON'S STATEMENT ON PAGE 12**
6 **OF HIS TESTIMONY THAT HE HAS NEVER SPOKEN TO YOU**
7 **ABOUT WINFIELD PROVIDING SERVICE TO LBL'S PROPERTY?**

8 A No. In fact, I am particularly confounded by Mr. Lotton's testimony on this
9 issue. I am not sure if this is a question of semantics, Mr. Lotton has forgotten
10 our multiple conversations, or he is intentionally trying to mislead. The facts
11 are that I have had 8 to 10 different conversations or meetings with Mr. Lotton
12 stating Winfield's willingness to serve. Our counsel has also had conversation
13 with LBL that Winfield can serve and that the proposed method of service is
14 consistent with what utilities have done in the Indianapolis area (e.g.
15 Whitestown and Fishers) for decades. Finally, I, along with our counsel, had
16 specific conversations with Mr. Lotton and certain legislators about Winfield's
17 willingness to serve at a lower cost. I certainly do not agree with his testimony
18 in this regard and am confused and alarmed as to why he offered this testimony.

19 **37. Q IS WINFIELD READY, WILLING, AND ABLE TO PROVIDE**
20 **WASTEWATER COLLECTION AND TREATMENT SERVICE TO**
21 **LBL'S DEVELOPMENT?**

22 A Yes, it is. As I previously testified, Winfield has planned to serve this area for
23 almost two (2) decades (see Comprehensive Plans, Petitioner's Exhibits 3 and

1 4). I would also note that \$25-30 Million cost presented by Crown Point and
2 LBL is simply inaccurate and wildly overstated. This will be explained in more
3 detail by Winfield's professional engineering firm, DLZ and its professional
4 engineer, Mike Duffy.

5 **38. Q DO YOU AGREE THAT IT WILL COST \$4.6 MILLION FOR CROWN**
6 **POINT TO EXTEND SERVICE TO LBL'S DEVELOPMENT AND**
7 **THAT SUCH EXTENSION WILL PROVIDE A SIGNIFICANT**
8 **BENEFIT TO CROWN POINT AND ITS RESIDENTS?**

9 A I have no reason to believe that the \$4.6 million figure is inaccurate. As I
10 testified previously, LBL provided land immediately adjacent to its development
11 which had the effect of limiting LBL's off-site costs. However, the location of
12 Crown Point's WWTP is far away from Crown Point's existing municipal limits
13 and requires the \$64 Million Diversion Project which will divert flows from the
14 Crown Point's customers out to the new WWTP. It will also require the
15 construction of a new WWTP and lines which result in exceedingly high
16 monthly sewer rates for Crown Point's residents and potential customers in the
17 Disputed Area. These rates do not include the cost of the \$64 Million Diversion
18 Project. If Crown Point uses sewer revenues to fund the construction of the \$64
19 Million Diversion Project, then the monthly user fees for the Disputed Area will
20 be \$161 per month for a 5,000 gallon per month user. In comparison, Winfield's
21 monthly user rate is \$59 and its connection fees are significantly less than Crown
22 Point's current fees and 1/3 of what Mr. Guerrettaz testified that the Crown
23 Point's new connection fees could go to. When considering the extra cost

1 imbedded in the \$64 Million Diversion Project and the high user rates and
2 connection fees needed to pay for the new WWTP and improvements, the
3 Donation Agreement and transaction with LBL will not benefit Crown Point's
4 current and future ratepayers.

5 **39. Q CAN YOU COMMENT ON MR. LOTTON'S TESTIMONY**
6 **REGARDING THE COMPREHENSIVE PLAN, ITS IMPACT ON THE**
7 **400 ACRES WITHIN THE TOWN'S MUNICIPAL LIMITS, AND**
8 **WINFIELD'S PLAN FOR SERVING THE 400 ACRES AND THE**
9 **DISPUTED AREA?**

10 A Yes, I can. When preparing the Comprehensive Plan, the 400 acres and the
11 Disputed Area had been farm fields for decades. Noone had approached the
12 Town and requested service and there was a great deal of existing farm ground
13 in and around the Town that Winfield thought was more likely to develop (i.e.
14 near 109th and 117th Streets; closer to center of town. Winfield prioritized its
15 development efforts on those areas that it thought would develop more
16 immediately; however, it was always their plan to provide service to the 400
17 acres and the Disputed Area. In fact, the Comprehensive Plan has for more than
18 two decades indicated that Winfield intended to do just that. Unfortunately, LBL
19 has chosen a route which would limit their off-site sewer cost and has, to date,
20 refused to communicate with Winfield about its development and sewage
21 disposal needs. Indeed, Winfield did not know about the pace of development
22 or the plans for development until discovery and LBL's prefillings in this case.
23 It is difficult, if not impossible, for a municipal (or any other) utility to have

1 significant, detailed plans to provide service to a development when the
2 developer has not spoken to or communicated with the utility. Unfortunately,
3 the lack of communication is troubling, problematic, and needs to be addressed.
4 I am hopeful that if the Commission grants Winfield's request, then
5 communication can occur so that Winfield can finish its plans and extend service
6 to the Disputed Area.

7 **40. Q IS WINFIELD WILLING TO MAKE INVESTMENTS IN PLANT TO**
8 **PROVIDE SERVICE TO THE DISPUTED AREA?**

9 A Yes, it is. While Mr. Lotton states that Winfield is unwilling to put lines in the
10 ground which could transport wastewater to the plant (see Lotton testimony, p.
11 17, lines 19-p. 8, line 12), it is unclear how Mr. Lotton would know such
12 information when he has not had a conversation with Winfield about that issue.
13 At the same time, Winfield is bound by the Commission's Main Extension
14 Rules. With such a significant development, whether it be LBL or any other
15 developer, Winfield would discuss an appropriate cost sharing or reimbursement
16 agreement that would hopefully assist LBL in its development and the further
17 development of the Winfield Regulated Territory.

18 **41. Q ARE THERE CONCERNS ABOUT WINFIELD'S ABILITY TO MEET**
19 **THE DEMANDS OF PROPERTY OWNERS WITHIN WINFIELD AT**
20 **THIS TIME?**

21 A No. On page 17 and 18 of Mr. Lotton's testimony, he states that Winfield should
22 use its expanded capacity to serve within its municipal limits. While Winfield
23 continues to receive requests from developers regarding both residential and

1 commercial developments within Winfield, there is more than ample capacity at
2 this time to provide service as development occurs within the Town and in the
3 Disputed Area.

4 **42. Q DO YOU AGREE WITH THE STATEMENT THAT WINFIELD HAS**
5 **PERVERTED THE REGULATORY ORDINANCE IN ORDER TO**
6 **CONDUCT A PSEUDO ANNEXATION?**

7 A No, this statement on page 18 of Mr. Lotton's testimony is ridiculous and is, in
8 fact, inconsistent with recent Commission precedent. In a recent case before the
9 Commission, *Town of Pendleton*, Cause No. 46087, the Commission held that a
10 municipality seeking approval of a regulatory ordinance will have a duty to
11 provide utility service to the territory. (See Final Order in Cause No. 46087, p.
12 21, paragraph (c)). Winfield understands that it will have a duty to provide
13 wastewater collection and treatment service regardless of whether the property
14 is annexed or not. The claim that Winfield's request for a service territory is a
15 pseudo annexation or land grab simply ignores the Indiana law on this issue and
16 has no basis in fact.

17 **43. Q MR. BEAVER, DO YOU HAVE ANY KNOWLEDGE OF LBL'S**
18 **DEVELOPMENT INVOLVING THE TOWN OF HEBRON, INDIANA**
19 **("HEBRON")?**

20 A No, I do not. While LBL has apparently built a lift station and facilities, I
21 understand these facilities have all been completed in Porter County, Indiana
22 ("Porter County"). In this case, LBL is not suggesting that it obtain a Certificate
23 of Territorial Authority to send sewage to Hebron and Hebron has not filed any

1 testimony indicating that it has a desire to provide service in Lake County. In
2 addition, Hebron cannot provide service within Lake County without an
3 Interlocal Agreement as required by Indiana Code § 36-1-3-9(c) which states
4 that:

5 Whenever a statute authorizes a municipality to exercise a power
6 in areas outside its corporate boundaries, the power may be
7 exercised:

8 (1) inside the corporate boundaries of another municipality,
9 only if both municipalities, by ordinance, enter into an
10 agreement under IC 36-1-7; or

11 (2) in a county other than the county in which the municipal
12 hall is located, but not inside the corporate boundaries of
13 another municipality, only if both the municipality and the
14 other county, by ordinance, enter into an agreement under
15 IC 36-1-7.

16
17 **44. Q IF WINFIELD IS GRANTED ITS REQUESTED SERVICE**
18 **TERRITORY, WOULD WINFIELD WORK WITH LBL TO OBTAIN**
19 **SERVICE FOR THE PROPERTY?**

20 A Yes, of course. That will be Winfield's obligation if its request is granted. As I
21 mentioned in response to OUCC witness Willoughby's testimony, Winfield is
22 willing to work with other providers if it is unable to timely serve a particular
23 development.

24 **45. Q DO YOU AGREE WITH THE TESTIMONY THAT WINFIELD FILED**
25 **THIS PROCEEDING IN SECRET IN AN EFFORT TO CLAIM**
26 **PROPERTY?**

27 A No. Both Crown Point and LBL have indicated that Winfield initiated this Cause
28 by filing its petition in secret and that Crown Point had no notice of the

1 proceeding. At the time of filing the proceeding, we had little or no knowledge
2 regarding LBL's proposed development even though LBL knew of the Winfield
3 Comprehensive Plan and its desire to serve the area. Winfield did, however,
4 instruct its attorney on February 8, 2024, to provide written notice to Crown
5 Point of the IURC proceeding. Attached to my testimony as Petitioner's Exhibit
6 51 is the cover email that was sent to Crown Point's attorney. I am also attaching
7 Petitioner's Exhibit 52, a summary or index of the documents that were provided
8 to Crown Point on February 8, 2024. As you will see from the index (which was
9 the first page of the documents provided), several of the items list the IURC
10 Cause Number, many items reference the IURC Petition, and many contain the
11 same exhibits that were provided as part of Winfield's evidence in this Cause.
12 These documents were provided to Crown Point more than two months before
13 any pre-filing deadline. The suggestion that these proceedings were done in
14 secret and without notice to Crown Point is simply untrue.

15 **46. Q DO YOU HAVE ANY COMMENTS REGARDING LBL'S STATEMENT**
16 **THAT IT CHOSE CROWN POINT BECAUSE OF ITS PROVEN TRACK**
17 **RECORD OF PROVIDING RELIABLE WASTEWATER SERVICE?**

18 A While I do not know LBL's intentions, I do know that Crown Point has had more
19 than two decades of IDEM violations as highlighted in Winfield's prior
20 testimony. I also know that the property that LBL donated to Crown Point was
21 not particularly desirable for development, was a bit swampy, and would be
22 difficult to develop. It did, however, have the benefit of being immediately
23 adjacent to LBL's property which limits LBL's responsibility for off-site sewer

costs as required by the Commission's Main Extension Rules. In this regard, the location of the land donated by LBL is beneficial to LBL. This location is not beneficial to Crown Point's current residents who will have to pay to have the sewage from inside the municipal limits transported several miles away to the new WWTP which results in exorbitant costs that will, in turn, be thrust upon the customers within the Disputed Area (that are paying a 25% surcharge).

47. Q CAN YOU DESCRIBE WINFIELD'S PROPOSED USE OF LIFT STATIONS AND CROWN POINT'S PROPOSED PLAN FOR THE \$64 MILLION DIVERSION PROJECT?

LBL and Crown Point denigrate Winfield's proposed extension of service on grounds that it will require a new force main and lift station. Both Crown Point and LBL state that there will be "multiple new lift stations". Although there will only be one new lift station, all of the witnesses from LBL and Crown Point describe Winfield's plan as a "daisy chain" of lift stations. They also describe Winfield's proposed plan of service as complex and unduly expensive. While disparaging Winfield's plan of service, the location of the new WWTP will require Crown Point to use a force main and a series of new lift stations (i.e. a "daisy chain" of lift stations) to divert sewage flows from inside Crown Point out to the new WWTP. (See Crown Point PER Excerpt, Petitioner's Exhibit 63)

LBL and Crown Point continue to focus on how easy it is to serve LBL and how good it is for Crown Point and its residents, but they ignore the fact that the location of the new WWTP will require a \$64 Million Diversion Project that will need to be paid for by the customers. Importantly, the out-of-town customers in

1 the Disputed Area will have to pay a disproportionate amount of such costs via
2 a 25% out-of-town surcharge. LBL and Crown Point's criticisms of Winfield
3 for using lift stations to serve the Disputed Area is hypocritical when considering
4 that Crown Point already has 33 lift stations (see Petitioner's Exhibit 53) that are
5 integrated into its system and Crown Point is proposing the \$64 Million
6 Diversion Project with multiple lift stations and a force main. LBL and Crown
7 Point continually refer to Winfield's proposal a daisy-chain concept and
8 denigrate Winfield for using such an approach. At the same time, Crown Point
9 is proposing to use the same daisy-chain concept as part of the \$64 Million
10 Diversion Project.

11 **48. Q DO YOU BELIEVE THAT GRANTING WINFIELD'S PETITION WILL**
12 **DEVALUE THE PROPERTY IN THE DISPUTED AREA?**

13 A No, I do not. Despite the harsh tone and rhetoric in the testimony from LBL and
14 Crown Point, Winfield will certainly work with LBL, Crown Point, Hebron, or
15 any other stakeholder to meet the needs of the area in the event Winfield's
16 petition is granted. As President of the Town Council, I believe I speak for
17 Winfield in that it would welcome the opportunity to work with LBL to extend
18 service on mutually agreeable terms.

19 **49. Q DOES THE ELEVATION REFERENCED IN MR. LOTTON'S**
20 **TESTIMONY FROM THE DISPUTED AREA TO WINFIELD'S WWTP**
21 **CAUSE YOU CONCERN?**

22 A No, it does not. While I am not an engineer, I understand that lift stations and
23 force mains are generally used across the State to address sewage disposal needs

1 in areas of changing elevation. Winfield's proposal is not complex or
2 unprecedented. By way of example, Crown Point is proposing to use lift stations
3 and force mains to divert sewage flows as part of the \$64 Million Diversion
4 Project.

5 **50. Q DO YOU AGREE WITH THE STATEMENTS FROM LBL AND**
6 **CROWN POINT THAT THE EXTENSION OF SERVICE FROM**
7 **WINFIELD'S EXISTING FACILITIES TO THE DISPUTED AREA IS**
8 **COMPLEX, TOO EXPENSIVE, AND DIFFICULT TO MAINTAIN?**

9 A No. As explained in more detail by Mr. Duffy, Winfield's proposed extension
10 of service is widely used by other communities, including Crown Point, for
11 transporting sewage. Winfield's proposed plan is relatively straightforward and
12 can be completed within twelve (12) months. In comparison, Crown Point is
13 proposing improvements that are so complex that requires a preliminary
14 engineering report of more than 2,000 pages. While I am not sure of Crown
15 Point's intentions, I do find it interesting that Crown Point did not include a copy
16 of its preliminary engineering report with any of its prefiled papers. I also
17 disagree with the arguments that the proposed extension of facilities to the
18 Disputed Area will be too expensive for future economic development. Winfield
19 is proposing to own, operate, and maintain all off-site facilities, including the
20 new lift station and force main. All flows from the LBL Development would
21 flow to the new lift station by gravity. It is unclear to Winfield how it would be
22 too costly for future economic development, including LBL, to maintain
23 infrastructure that will be owned and operated by Winfield.

SERVICE NEEDS AND WINFIELD DESIRE TO SERVE THE AREA?

about the provision of service to its development and the area.

B. Prefiled Direct Testimony and Exhibits of Chris Salatas

REGARDING MR. SALATAS AND HIS TESTIMONY?

currently within Winfield's municipal limits.

ECONOMIC ALLIANCE, INC.?

No, I have not.

DISCUSSING THE DISPUTED AREA?

1 A No, he clearly is not. Mr. Salatas is employed and compensated by LBL. I think
2 Mr. Salatas' testimony needs to be viewed in this light.

3 **55. Q DO YOU HAVE ANY COMMENTS REGARDING ECONOMIC**
4 **DEVELOPMENT IN LAKE COUNTY AS REFERENCED BY MR.**
5 **SALATAS?**

6 A Yes, I do. As I stated earlier, economic development in the Disputed Area will
7 be within the jurisdiction of Lake County, not Winfield or Crown Point. If
8 Winfield or Crown Point annex any portion of their respective territories, then
9 the municipalities would have jurisdiction in what is no longer unincorporated
10 Lake County. Until annexation occurs, discussions regarding the ability of a
11 municipality to control and dictate economic development (other than providing
12 sewer service on reasonable terms and conditions) are premature.

13 **56. Q DO YOU HAVE ANY THOUGHTS ON THE SHORTAGE OF**
14 **AVAILABLE HOMES IN LAKE COUNTY?**

15 A Yes, I do. I do not know if there is a short fall of new homes being built in Lake
16 County as suggested by Mr. Salatas. I do know that Winfield continues to
17 receive economic development inquiries.

18 **57. Q IF THERE IS A SHORTFALL, WOULD CROWN POINT OR**
19 **WINFIELD BE MORE CONDUCTIVE TO ENCOURAGING THE**
20 **CONSTRUCTION OF NEW HOMES?**

21 A I think that the answer is clear. Winfield is proposing to provide service to the
22 Disputed Area at \$59 per month with a connection fee of approximately \$3,000.
23 Crown Point's user rates are more than double and could reach as high as \$161

1 per month (almost triple Winfield's user rate). Crown Point's current connection
2 fees are significantly higher than Winfield's connection fees and Crown Point is
3 considering doubling or tripling these connection fees. When it comes to
4 constructing new homes, especially homes for first time home buyers, these
5 types of rates and charges would be a deterrent to future economic development
6 in the area. I believe that OUCC witness Willoughby was entirely correct when
7 she stated that Crown Point's higher rates could be a deterrent to economic
8 development in the Disputed Area (see Public's Exhibit 1, page 11, lines 6-8).

9 **58. Q DO YOU AGREE WITH WITNESS SALATAS THAT DEVELOPERS DO**
10 **NOT LOCATE IN WINFIELD DUE TO THE LACK OF WASTEWATER**
11 **UTILITY INFRASTRUCTURE IN LARGE PARTS OF TOWN?**

12 A No, I do not. We regularly receive inquiries from developers, both commercial
13 and residential, for economic development opportunities in the Town. As Mr.
14 Salatas well knows, the lack of infrastructure within the Town is due to the fact
15 that much of Winfield is still undeveloped farm fields or large lots with
16 functioning septic tanks. The lack of infrastructure in significant parts of
17 Winfield are not because of Winfield's inability to install such infrastructure, but
18 is instead due to the fact that much of Winfield is agricultural in nature and
19 consists of large lots that are conducive to functioning septic systems. There is
20 also a lack of infrastructure in some areas because Winfield does not routinely
21 stub out pipes for projects that may not occur for many decades. Finally,
22 Winfield has never had a request or application that warranted redirecting
23 resources from the growth-heavy center of town to potentially serve farm fields

1 just because a developer owned them but made no request for service.

2 **59. Q DO YOU HAVE ANY KNOWLEDGE OF MR. SALATAS' STATEMENT**
3 **ON PAGE 12 OF HIS TESTIMONY THAT AT LEAST TWO OTHER**
4 **DEVELOPERS HAVE PLANS ON HOLD DUE TO ISSUE WITH**
5 **TOWN'S WASTEWATER SYSTEM?**

6 A I have no idea to what Mr. Salatas is referring. Interestingly, neither Mr. Salatas
7 or Mr. Lotton have provided any documentation supporting their claims that
8 Winfield has denied service. In addition, Mr. Salatas has not provided any
9 names, times, or circumstances associated with these alleged denials of service.

10 **60. Q HAS WINFIELD EXPANDED ITS WASTEWATER FOOTPRINT**
11 **SINCE ITS INCORPORATION IN 1993?**

12 A Yes, absolutely. In 1993 when the Town was incorporated, Winfield did not
13 own a sewer utility. As I mentioned earlier, the Town bought an existing private
14 wastewater sewer utility in 2006 that had exhausted its capacity and had no new
15 capacity available for development. As part of those proceedings, a developer
16 who needed service for his subdivision participated and supported the
17 acquisition by Winfield. Since that time, the Town has made improvements to
18 its system to address inflow and infiltration issues and expanded its footprint to
19 the point where it now has capacity to service 1.6 mgd. When it purchased the
20 utility, the capacity was 50,000 gallons per day. Mr. Salatas' statement is
21 inaccurate.

22 **61. Q DO YOU AGREE WITH MR. SALATAS' STATEMENT THAT CROWN**
23 **POINT HAS A DECADES LONG TRACK RECORD OF PROVIDING**

RELIABLE WASTEWATER SERVICE.

A No. As I stated earlier, Crown Point has for the last two decades been subject to multiple enforcement actions for failure to address problems with this system. At the March, 2025 public hearing, the Mayor openly stated that Crown Point has for many years been inappropriately using system development charges to pay operational expenses. This operational and financial mismanagement is now leading to the construction of a WWTP that results in rates for the Disputed Area of \$131 to \$161 per month for a customer using 5,000 gallons. This is simply too much for a first-time home buyer in the area and it will deter economic development in the area.

62. Q HAS WINFIELD PROVIDED LBL WITH CONFLICTING INFORMATION REGARDING ITS CAPACITY?

A No, it has not. Rather than over-committing the utility as Crown Point has done and is currently doing, Winfield notified potential stakeholders that it would be expanding its WWTP to 1.6 mgd and the plant, when complete, would have ample capacity. This has been Winfield's consistent message. As Town Council President, I do not recall ever having a conversation with Mr. Salatas about the capacity of the plant or service from Winfield. It is my understanding from the Town Manager, Nick Bellar, that the only conversation that he had with LBL was a conversation in which Mr. Lotton hung up on him before he could explain the conditions for receiving service from Winfield. In short, I do not believe that Mr. Salatas has any personal information or basis upon which to make this statement.

1 **63. Q DO YOU HAVE ANY COMMENTS REGARDING THE TESTIMONY**
2 **THAT CROWN POINT WILL BE MUCH MORE SUPPORTIVE OF**
3 **ECONOMIC DEVELOPMENT THAN SERVICE FROM WINFIELD?**

4 A Yes. This is yet again the same argument from LBL and Crown Point. I believe
5 that by donating the land to Crown Point for the new sewer plant, LBL has
6 reduced its potential off-site sewer cost. I understand why LBL believes that it
7 would be less expensive for them and help their bottom line. However, the
8 proposed WWTP is very expensive and its location requires Crown Point to
9 construct the \$64 Million Diversion Project. These costs are resulting in rates
10 and charges that are, quite frankly, some of the highest I have heard of in the
11 State of Indiana. I would further note that Mr. Salatas has previously complained
12 to me that Crown Point's 76% higher connection charges would be an
13 impediment to development, especially non-residential development. These
14 comments were made before Mr. Guerrettaz testified at his deposition that
15 Crown Point would be doubling or tripling their system development charge at
16 some point in the future.

17 **64. Q DO YOU BELIEVE THAT WINFIELD SHOULD FOCUS ITS EFFORTS**
18 **ONLY ON DEVELOPMENT WITHIN ITS MUNICIPAL LIMITS?**

19 A No. Winfield already is focusing its efforts on economic development within its
20 municipal limits. Consistent with its Comprehensive Plan (i.e. Petitioner's
21 Exhibits 3 and 4), Winfield has for almost two (2) decades focused on continuing
22 to responsibly develop all of Winfield Township (except Lakes of the Four
23 Seasons Subdivision) and provide the public and other developers the

1 predictability of a thoughtful and well-planned community in advance. At this
2 point, many of the farms prefer to farm their ground and do not wish to develop.
3 There are also a number of several hundred acres of homes with large lots that
4 have individual septic systems. Quite frankly, they do not need or want
5 Winfield's service. When service is needed, Winfield will work with these
6 property owners to ensure that they have service within the time needed.

7 **65. Q IS WINFIELD CURRENTLY WORKING WITH SUBDIVISIONS THAT**
8 **ARE EXPERIENCING FAILING SEPTICS?**

9 A Yes, it is. There are requests for service in the northwest corner of The Prairie
10 Crossing Subdivision. The first request was for a lot that was platted and sat
11 vacant for years as there was no room to install a septic field and construct a
12 home due to the topography of the particular lot. As a result of Winfield working
13 with the developers to expand sewer infrastructure, that lot is now near the newly
14 installed infrastructure and the owner is actively interfacing with Winfield for
15 connection. Other homeowners with septic systems are also exploring
16 connection. Most of the residents currently on septic systems do not want or
17 need Winfield's sewer service. To suggest that Winfield should focus its efforts
18 on serving inside its municipal limits ignores the fact that Winfield is already
19 doing so in a reasonable, prudent manner.

20 **66. Q DO YOU AGREE THAT IT WOULD BE APPROPRIATE FOR LBL'S**
21 **DEVELOPMENT TO HAVE TWO (2) DIFFERENT PROVIDERS?**

22 A I know this was suggested in Crown Point's testimony, but I think this is
23 ridiculous and would lead to duplicative facilities, confusion, and anger with

1 customers within a subdivision whose rates on one side of the street are \$59 and
2 on the other side of the street \$131-\$161. While I am not an engineer, it is my
3 understanding that the incremental cost of extending the facilities into the
4 unincorporated area of LBL's proposed development is negligible. It makes no
5 sense to have two (2) different providers in the same development.

6 **VII.**
7 **CROWN POINT DID NOT INTRODUCE INTO EVIDENCE**
8 **ITS PRELIMINARY ENGINEERING REPORT**
9

10 **67. Q MR. BEAVER, DID CROWN POINT INCLUDE A COPY OF ITS**
11 **PRELIMINARY ENGINEERING REPORT ("PER") WITH ANY OF ITS**
12 **PREFILED TESTIMONY AND EXHIBITS?**

13 A No, it did not.

14 **68. Q DO YOU HAVE AN OPINION AS TO WHY CROWN POINT DID NOT**
15 **FILE ITS PER TO SUPPORT THE NEED FOR THE IMPROVEMENTS**
16 **IT CLAIMS WILL BE USED TO SERVE THE DISPUTED AREA?**

17 A I do not have any specific knowledge as to why Crown Point did not include its
18 PER as part of its prefilng. I do know, however, that there are portions of the
19 PER that undermine Crown Point's complaints against and attacks of
20 Winfield. For example, Crown Point and LBL repeatedly describe Winfield's
21 proposed extension of service to the Disputed Area as a complex, too expensive
22 daisy-chain of lift stations and force main. In its PER, Crown Point sought
23 approval of the \$64 Million Diversion Project which contains a series of lift
24 stations and force mains which seems very similar, if not identical, to the daisy-
25 chain attack that Crown Point and LBL have levied against Winfield

(Cite). Second, a section in Crown Point's PER indicates that Crown Point has been denying service to millions of gallons of capacity per day since 2021. It further shows that it has denied service to almost 1,000,000 gallons a day of potential users that are inside the Crown Point's current municipal limits. (See Petitioner's Exhibit 34, pp. 5-7). Despite these denials, LBL and Crown Point spend significant time attacking Winfield for allegedly denying service to LBL while Winfield was trying to complete its WWTP expansion. Finally, Crown Point's PER is more than 2,000 pages of exhibits and descriptions. Needless to say, the PER details a complex, expensive series of improvements that Crown Point must make in order to maintain compliance. At the same time, Crown Point is describing Winfield's \$9,000,000 main extension as complex and too expensive. As I indicated above, I have no intimate knowledge of Crown Point's reasoning for excluding the PER from its prefiled testimony and exhibits, but the PER does indeed undermine significant portions of the testimony and exhibits from Crown Point and LBL.

VIII.

CROWN POINT'S LEGAL IRREGULARITIES AND VIOLATIONS

69. Q HAVE YOU NOTICED CERTAIN LEGAL IRREGULARITIES OR VIOLATIONS BY CROWN POINT?

A Yes, I have. As I noted in my prefiled responsive testimony, Crown Point is subject to a Commission investigation pursuant to Indiana Code § 8-1-1.96-5. Contrary to Indiana Code § 8-1.5-6, Crown Point is obligated to detail in its petition if it is subject to any administrative or judicial actions. Even after

1 receiving notice of my testimony from August 19, 2025, Crown Point has not
2 notified the Commission or asked that it be informally investigated pursuant to
3 Indiana Code § 8-1-1.9-5. In addition, I noted in my August 19, 2025 responsive
4 testimony that the Donation Agreement between LBL and Crown Point
5 potentially violated the Commissions Main Extension Rules. I believe that
6 OUCC Witness Willoughby voiced the same concerns. Finally, Crown Point
7 has not followed the acquisition statutes pursuant to Indiana § 36-1-10.5 which
8 require that Crown Point complete specific steps, including an appraisal before
9 acquiring the property set forth in the Donation Agreement. (See Indiana Code
10 § 36-1-10.5-5)

11 **70. Q HAVE THERE BEEN ANY NEW VIOLATIONS?**

12 A Yes, there is. During discovery, Winfield asked for a copy of the video of the
13 January, 2025 Council Meeting. It is Winfield's belief that at this meeting, Mr.
14 Guerrattaz presented an Ordinance showing Crown Point's rates should increase
15 to approximately \$161 per month for customers using 5,000 gallons per month
16 that are located outside the City boundaries, included in the Disputed Area.
17 Crown Point responded that the video of this meeting had been destroyed while
18 this litigation was pending. All cities and towns are subject to a record retention
19 policy promulgated by the Indiana Archives and Record Administration
20 ("IARA"). The IARA states that any records that relate to ongoing or potential
21 litigation may not be destroyed. The IARA specifically states:

22 **7) Litigation Holds:** No record may be destroyed or transferred to
23 another entity if any litigation, claim, negotiation, audit, public
24 information request, administrative review, or other action
25 involving the record is initiated or anticipated, even if the record

1 would otherwise be eligible for destruction or transfer. Destruction
2 or transfer may only proceed after the completion of the action and
3 the resolution of all issues that arise from it.

4 Here, the January meeting recording related to Crown Point's sewer rates, which
5 falls directly within a statutory factor considered by the Commission in Ind.
6 Code 8-1.5-6-8 ("(2) The effect of a commission order on customer rates and
7 charges for service provided in the regulated territory."). Because this litigation
8 was pending at the time the recording occurred, Crown Point had a duty to
9 preserve the meeting recording. This policy is consistent with the general duty
10 to preserve records during litigation, which can result in sanctions if a court
11 determines that a party spoliated evidence.

12 Crown Point's destruction of the video also constitutes spoliation of evidence
13 which is strictly prohibited under Indiana law. I understand that the applicable
14 legal authority prohibits spoliation and can be summarized as follows:

15 The intentional or negligent destruction or spoliation of evidence
16 cannot be condoned and threatens the very integrity of our judicial
17 system." *Gribben v. Wal-Mart Stores, Inc.*, 824 N.E.2d 349, 354
18 (Ind. Ct. App. 2005). "Spoliation is a particular discovery abuse
19 that involves the intentional or negligent destruction, mutilation,
20 alteration, or concealment of physical evidence." *N. Indiana Pub.*
21 *Serv. Co. v. Aqua Env't Container Corp.*, 102 N.E.3d 290, 300
22 (Ind. Ct. App. 2018) (quotation omitted). "A party raising a claim
23 of spoliation must prove that (1) there was a duty to preserve the
24 evidence, and (2) the alleged spoliator either negligently or
25 intentionally destroyed, mutilated, altered, or concealed the
26 evidence." *Id.* at 301 (citation omitted). The duty to preserve
27 evidence "may be assumed voluntarily or imposed by statute,
28 regulation, contract, or other circumstances," and arises no later
29 than the time at which a plaintiff knows, "or at the very least,
30 should have known, that litigation was possible, if not probable."
31 *Id.* "Indiana recognizes negligent spoliation of evidence," and the
32 failure to proactively preserve evidence relevant to a lawsuit
33 constitutes spoliation. *Id.* at 302. Such negligence can be found
34 even where the loss of evidence was "inadvertent." *Id.* at 303.

1 In addition to the legal irregularities I noted in my August 19, 2025 testimony,
2 Winfield has now discovered that Crown Point has inappropriately destroyed
3 evidence that is specifically relevant to this case. Finally, Crown Point and LBL
4 have refused to fully and timely respond to discovery which may unfortunately
5 require supplemental testimony.

6 **IX.**
7 **CONCLUSION**
8

9 **71. Q WHAT IS YOUR RECOMMENDATION?**

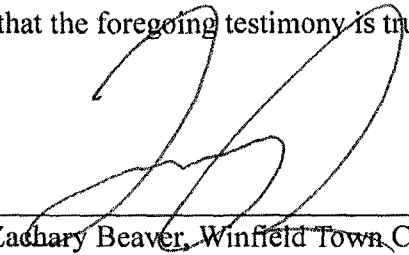
10 A As one of the fastest growing communities in the state of Indiana for almost two
11 (2) decades, Winfield has demonstrated an ability of facilitating economic
12 development by offering safe, affordable, cost-effective wastewater collection
13 and treatment service. I would recommend that the Commission approve
14 Winfield's requested service territory and allow Crown Point to serve the
15 remainder of its requested area (i.e. approximately 14,000-18,000 acres).

16 **72. Q DOES THIS CONCLUDE YOUR TESTIMONY?**

17 A Yes, it does.

VERIFICATION

I affirm under the penalties for perjury that the foregoing testimony is true to the best of my knowledge, information, and belief.



Zachary Beaver, Winfield Town Council President

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been served upon the following counsel electronically this 26th day of September, 2025:

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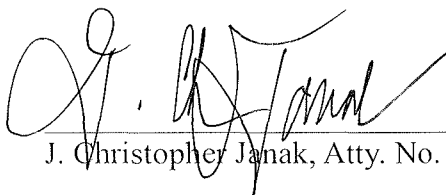
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J. Christopher Janak, Atty. No. 18499-49

Petitioner's Exhibit 51

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1924-2013 Deceased
MICHAEL L. MUENICH
1946-2022 Deceased



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February 8, 2024

VIA DOCUMENT PRODUCTION ONLY

Westland & Bennett P.C.
Attorneys at Law
2929 Carlson Drive, Suite 300
Hammond, IN 46323

Attn: David W. Westland, Esq.

**RE: Winfield/Town-Y2023 Miscellaneous
Winfield/Sewer-Y2023 Miscellaneous
Crown Point APRA Request for Public Records, and Related
(Attorney Westland Request dated November 20, 2023)**

Dear Counsel:

This correspondence pertains to the documents responsive to your November 20, 2023, Request for Public Records addressed to the Town of Winfield, and specifically document request No. 17. On behalf of the Town of Winfield, we provide this response to Document Request No. 17.

In response to request No. 17, which seeks the Town of Winfield's most recent 5, 10, 20, and 30 years of engineering plans to provide sewer and water service to area residents and businesses, it should be noted that while the Town of Winfield was established in 1993, the Town did not own a sewer system facility until January 2, 2012, to the best of our knowledge, and did not own an interest in a sewer system facility prior to that date. We trust this is responsive to your request. Upon continuing inquiry, if we identify our responsive records, the Town will provide same.

Thank you.

Very truly yours,

AUSTGEN KUIPER JASAITIS P.C.

By: David M. Austgen

DMA/JKW

cc: File/Staff; DEC & SLM; JKW

130 NORTH MAIN ST. • CROWN POINT, IN 46307
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O:\Utilities\JC\Winfield\Public Record Request Response\Response #17\020724 Attorney Westland.docx

Petitioner's Exhibit 52

City of Crown Point Public Records Request dated November 20, 2023

1. Ordinance No. 358
2. Ordinance No. 1735
3. Ordinance No. 143-G
4. Rate Sufficiency and Financing Analysis
5. IURC Petition 45992 Testimony of Jennifer Z. Wilson
6. N/A
7. Monthly Report of Operation for the past three (3) years
8. Water Treatment Plant Improvement Engineering Report
9. IURC Petition 45992 Exhibits
10. Comprehensive Master Plan, Downtown Master Plan, Sewer Master Plan
11. WWTP Phase 1 Improvement Project. WWTP Phase 2 Improvement Project
12. Petition to IURC 45992
13. National Pollutant Discharge Elimination System Semi Public and Minor Municipal Permit Application, and See Response #5
14. IDEM Correspondence
15. See Response #5
16. Crowe Preliminary Consultants Report
17. Letter to Westland

Petitioner's Exhibit 53

**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)
ESTABLISHING A SERVICE TERRITORY)
FOR THE TOWN'S MUNICIPAL SEWER)
SYSTEM PURSUANT TO IND. CODE § 8-)
1.5-6 *ET SEQ.*)**

CAUSE NO.: 45992

**THE CITY OF CROWN POINT, INDIANA REPOSSES AND OBJECTIONS TO THE
TOWN OF WINFIELD'S ELEVENTH SET OF
DATA REQUESTS**

The City of Crown Point ("Crown Point") pursuant to 170 IAC 1-1.1-16 and the discovery provisions of Rules 26 and 37 of the Indiana Rules of Trial Procedure, by counsel, hereby submits the following Objections and Responses to the Town of Winfield, Lake County, Indiana's ("Winfield") Eleventh Set of Data Requests ("Requests").

General Objections

All of the following General Objections are incorporated by reference in the response to each of the Requests:

1. The responses provided to the Requests have been prepared pursuant to a reasonable investigation and search conducted in connection with the Requests in those areas where information is expected to be found. To the extent the Requests purport to require more than a reasonable investigation and search, Crown Point objects on grounds that they seek to impose an undue burden and unreasonable expense and exceed the scope of permissible discovery.

2. To the extent that the Requests seek production of electronically stored information, Crown Point objects to producing such information from sources that are not reasonably accessible because of undue burden or cost.

3. The responses provided to the Requests set forth the information in reasonably complete detail. To the extent that the requesting party contends that a Request calls for more detail, Crown Point objects to the Request on the grounds that it is overly broad, seeks to impose an undue burden and unreasonable expense, and exceeds the scope of permissible discovery.

4. Crown Point objects to the Requests to the extent they seek documents or information which are not relevant to the subject matter of this proceeding and to the extent they are not reasonably calculated to lead to the discovery of admissible evidence.

5. Crown Point objects to the Requests to the extent they seek an analysis, calculation, compilation, or study which has not already been performed and which Crown Point objects to performing.

6. Crown Point objects to the Requests to the extent they are vague and ambiguous and do not provide a reasonable basis from which Crown Point can determine what information is sought.

7. Crown Point objects to the Requests to the extent they seek information that is subject to the attorney/client, work product, settlement negotiation, or other applicable privileges.

8. Crown Point objects to the Requests to the extent they purport to require Crown Point to supply information in a format other than that in which Crown Point normally keeps such information.

9. Crown Point objects to the Requests to the extent that they seek production of documents created during an unreasonably long or unlimited period, on the grounds that the Requests are overly broad, seek to impose an undue burden and unreasonable expense, and exceed the scope of permissible discovery.

10. Crown Point objects to the Requests to the extent they request the production of information and documents not presently in Crown Point's possession, custody, or control.

11. Crown Point objects to the Requests to the extent they request the production of (a) multiple copies of the same document; (b) additional copies of the same document merely because of immaterial or irrelevant differences; and (c) copies of the same information in multiple formats on the grounds that such Requests are irrelevant, overbroad, unreasonably burdensome, unreasonably cumulative, and duplicative, not required by the Indiana Utility Regulatory Commission ("Commission") rules, and inconsistent with practice in Commission proceedings.

12. The responses constitute the corporate responses of Crown Point and contain information gathered from a variety of sources. Crown Point objects to the Requests to the extent they request identification of and personal information about all persons who participated in responding to each data request on the grounds that: (a) they are overbroad and unreasonably burdensome given the nature and scope of the requests and the many people who may be consulted about them; and (b) they seek information that is subject to the attorney/client and work product privileges. Crown Point also objects to the Requests to the extent they request identification of witnesses to be called in Crown Point's case who can answer questions regarding the information supplied in the responses on the grounds that: (a) Crown Point is under no obligation to call witnesses to respond to questions about information provided in discovery; and (b) the Requests seek information subject to the work product privilege.

13. Crown Point assumes no obligation to supplement these responses except to the extent required by Ind. Tr. R. 26(E)(1) and (2).

Without waiving these objections, Crown Point responds to the Requests as follows:

Request No. 11.5:

Please identify the total number of lift stations being operated by Crown Point at this time.

Response:

Crown Point's sanitary collection and conveyance system contains approximately 146 miles of gravity sewer with several large diameter interceptors. There are approximately 4.2 miles of force main. 97% of Crown Point's collection system is therefore gravity flow. Per Crown Point's Asset Management Plan there are thirty-three (33) lift stations within the collection system.

The lift stations and force mains typically provide short runs of force mains to large diameter gravity sewer (interceptor) pipe. The gravity main then convey flow to the existing WWTP. These lift stations are not daisy chained.

CERTIFICATE OF SERVICE

The undersigned certifies that a copy of the foregoing has been served upon the following
counsel of record by electronic mail this 22nd day of September 2025:

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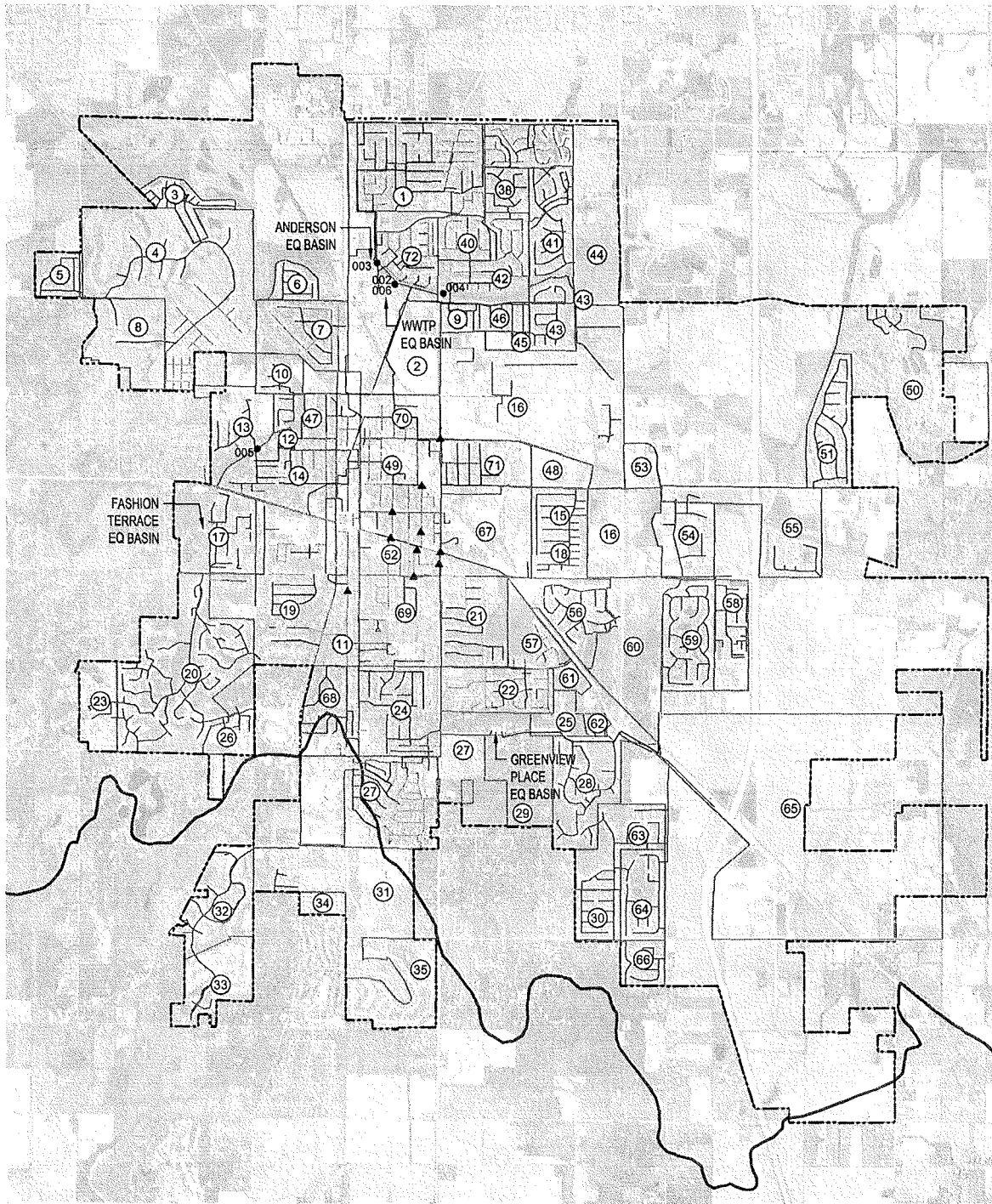
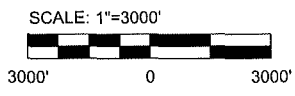
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Response to 11.4, A



LEGEND

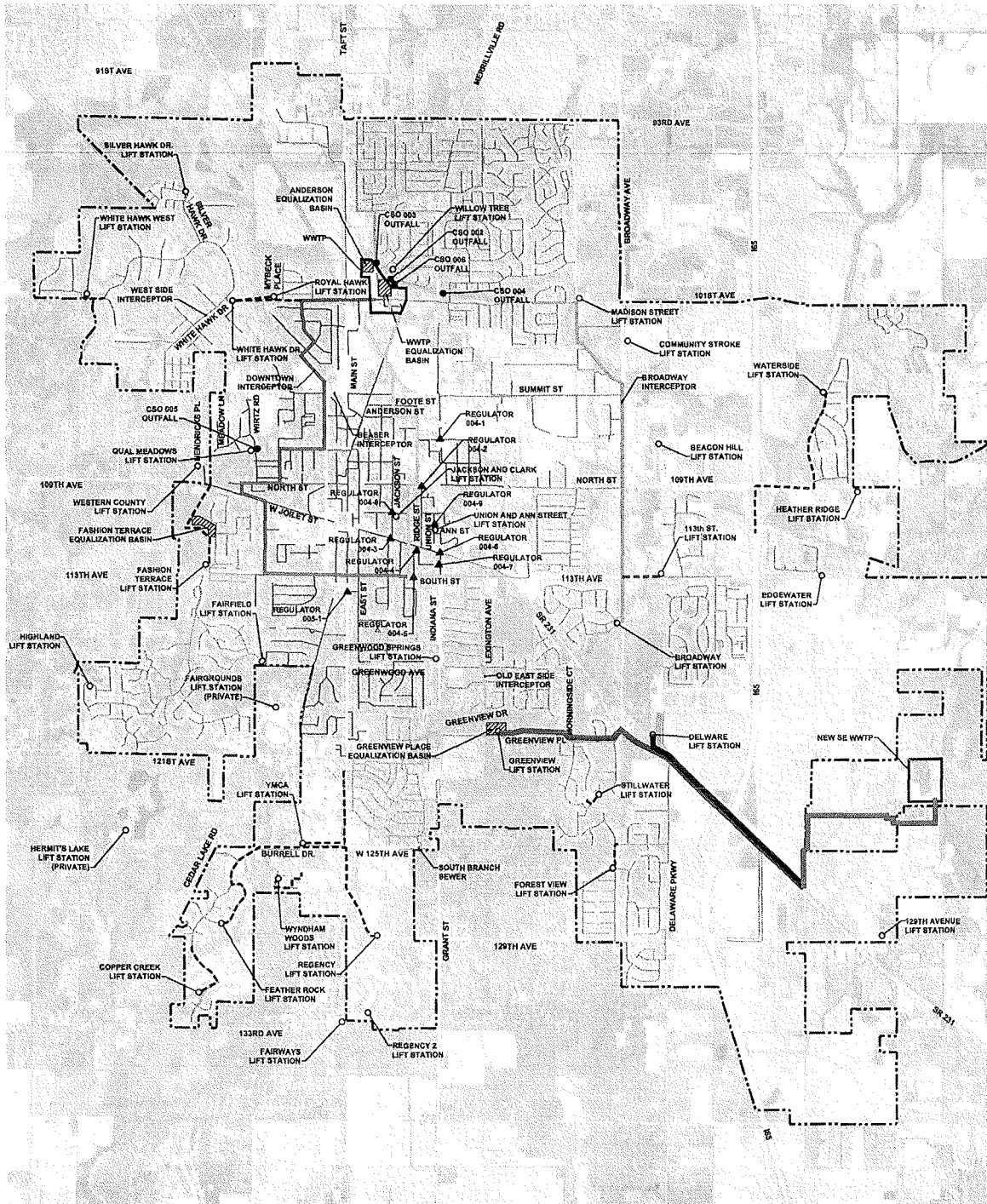
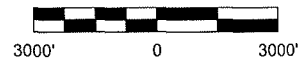
- | | | |
|----------|--------------|-----------|
| 6" PIPE | 24" PIPE | CSO # |
| 8" PIPE | 27" PIPE | REGULATOR |
| 10" PIPE | 30" PIPE | |
| 12" PIPE | 36" PIPE | |
| 14" PIPE | 42" PIPE | |
| 15" PIPE | NO SIZE PIPE | |
| 18" PIPE | | |
| 21" PIPE | | |
-
- CORPORATE LIMITS
 --- APPROX. GREAT LAKES DRAINAGE BASIN LIMITS



CITY OF CROWN POINT
 LAKE COUNTY, INDIANA
 WASTE WATER MASTER PLAN
 FIGURE 2-1
 CITY SEWER MAP

Response to 11.4, B

SCALE: 1"=3000'



LEGEND

- | | | |
|-------------------|-------------------------------------|-----------------------------------|
| — CORP. LIMITS | — GREENVIEW LIFT STATION FORCE MAIN | ○ LIFT STATIONS |
| — SANITARY SEWERS | — BEASER INTERCEPTOR | ● INTERCEPTORS |
| — COMBINED SEWERS | — BROADWAY INTERCEPTOR | ▨ WET WEATHER EQUALIZATION BASINS |
| — FORCE MAIN | — OLD EAST SIDE INTERCEPTOR | ○ CSO OUTFALLS |
| | — DELAWARE LIFT STATION FORCE MAIN | ▲ REGULATORS |
| | — US 231 INTERCEPTOR TO NEW SE WWTP | |
| | — DOWNTOWN INTERCEPTOR | |



COMMONWEALTH
ENGINEERS, INC.

CITY OF CROWN POINT
LAKE COUNTY, INDIANA
WASTE WATER MASTER PLAN
FIGURE 2-2 EXISTING AND 4 PHASED IMPROVEMENTS
PLANNED WASTEWATER STRUCTURES MAP