

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) CAUSE NO. 45992
SERVICE TERRITORY FOR THE TOWN'S)
MUNICIPAL SEWER SYSTEM PURSUANT TO)
IND. CODE 8-1.5-6 ET. SEQ.)**

**VERIFIED PREFILED DIRECT TESTIMONY AND EXHIBITS
OF ALBERT STONG, P.E. ON BEHALF OF
THE CITY OF CROWN POINT, INDIANA**

Direct Testimony of Albert Stong, P.E.	Crown Point's Exhibit 2
Map of Corporate Limits, Expansion Area & Disputed Area	Exhibit <u>A</u>
Map of Planned Development, Growth Areas, Existing Customers in Expanded Service Territory & Denotation of Sewer Service Area in Winfield	Exhibit <u>B</u>
Map of 4 Phase Wastewater Improvement Projects	Exhibit <u>C</u>
Map of Sewer Service Accommodations Anticipated for Expanded Service Territory	Exhibit <u>D</u>
Map of Water Utility & Expanded Service Territory Accommodations	Exhibit <u>E</u>
Interlocal Agreement with Lake County (March 22, 2023)	Exhibit <u>F</u>
Interlocal Agreement Hermits Lake, Lake County	Exhibit <u>G</u>
LBL Crown Point Land Donation Agreement	Exhibit <u>H</u>

Respectfully submitted,

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CERTIFICATE OF SERVICE

The undersigned certifies that a copy of the attached Crown Point Exhibit 2 has been served upon the following counsel of record by electronic mail this 21st day of April, 2025:

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VERIFIED DIRECT TESTIMONY AND EXHIBITS

OF

ALBERT STONG, P.E.

ON BEHALF OF THE

CITY OF CROWN POINT, INDIANA

I. INTRODUCTION

Q1. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS FOR THE RECORD.

A1. My name is Albert Stong, and my business address is 7256 Company Drive, Indianapolis, Indiana.

Q2. BY WHOM ARE YOU EMPLOYED AND WHAT IS YOUR POSITION?

A2. I am a Professional Engineer, licensed in the State of Indiana, and a Senior Project Manager for Commonwealth Engineers, Inc., where I have been employed for the past 28 years.

Q3. PLEASE DESCRIBE YOUR EDUCATIONAL AND PROFESSIONAL BACKGROUND.

A3. I hold a Bachelor of Science Degree from Purdue University in Civil Engineering. I am a licensed Professional Engineer with a focused area of expertise in utilities – primarily water and wastewater utility design.

Q4. WHAT IS YOUR RELATIONSHIP TO THE CITY OF CROWN POINT, INDIANA?

A4. I have worked with and provided engineering services to the City of Crown Point, Indiana (“Crown Point” or the “City”) for over 25 years and am very familiar with Crown Point’s water and sewer systems, its facilities, its operations, its service areas, its future plans, and its customers.

Q5. WHAT ARE YOUR RESPONSIBILITIES FOR CROWN POINT?

A5. I oversee and perform planning, design, and construction engineering services for its water and sewer utilities.

1 **Q6. ARE YOU FAMILIAR WITH CROWN POINT'S ORDINANCE NO. 2025-02-08**
2 **AND THE TOWN OF WINFIELD, INDIANA'S ("WINFIELD") ORDINANCE**
3 **NO. 358?**

4 A6. Yes. I am familiar with Ordinance No. 2023-08-19, passed by the Crown Point Common
5 Council on August 7, 2023, and the service territory identified therein. I am also familiar
6 with the Crown Point Ordinance No. 2025-02-08 (the "Crown Point Ordinance"), passed
7 on March 3, 2025, which updates Ordinance No. 2023-08-19. The updates include a
8 revised territory map and a new schedule of water and sewer rates and charges. I am also
9 familiar with Ordinance No. 358, passed by the Winfield Town Council on December 12,
10 2023 (the "Winfield Ordinance") and the service territory identified therein. Further, I am
11 familiar with the overlapping area of service territory common to both the Crown Point
12 Ordinance and the Winfield Ordinance that is the subject of this dispute (the "Disputed
13 Area").

14 I note that the Commission determination whether the Disputed Area should be
15 part of the Crown Point regulated territory or the Winfield regulated territory is being
16 considered in this Cause.

17 **Q7. WHAT HAVE YOU DONE IN PREPARATION TO GIVE TESTIMONY IN THIS**
18 **CAUSE?**

19 A7. I have reviewed the Crown Point Ordinance and Crown Point's Amended Verified
20 Petition in Cause No. 46035. I reviewed Crown Point's planning and design materials
21 pertaining to its water and wastewater utilities, and I have reviewed publicly available
22 information regarding Winfield, which includes referencing the Indiana Department of
23 Environmental Management ("IDEM") Virtual File Cabinet. I have reviewed the Joint

1 Interlocal Cooperation Agreement Between the City of Crown Point and Lake County,
2 Indiana Regarding Use of American Recovery Plan Act ("ARPA") Funds dated March
3 22, 2023, and the Interlocal Cooperation Agreement Between the City of Crown Point
4 and Lake County, Indiana for Hermits Lake Wastewater Service Area dated September 9,
5 2015. Both those agreements are between Lake County and Crown Point by which
6 Crown Point currently provides sewer service in the Crown Point requested regulated
7 territory at Lake County's request. I have also reviewed the 2023 Real Estate Donation
8 Agreement between Edward J. Hein and Intervenor LBL Development LLC ("LBL") and
9 Crown Point ("Donation Agreement") by which LBL donated 44 acres of land for the
10 new Crown Point South East Waste Water Treatment Plant ("SE WWTP"). I have
11 reviewed the testimony, exhibits, workpapers and Data Request responses from the other
12 parties in this Cause. I have conferred with Crown Point personnel and Crown Point's
13 other witnesses in this Cause. I have reviewed the prefiled testimony and exhibits of
14 Crown Point's other witnesses in this Cause.

15 **Q8. WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS PROCEEDING?**

16 A8. In this Cause I describe Crown Point's wastewater utility, discuss the investments and
17 improvements Crown Point has made and is making to its wastewater utility, discuss the
18 the plans for and manner in which Crown Point will extend wastewater services to the
19 requested regulated territory ("Crown Point Expansion Area") which includes the
20 Disputed Area claimed by both Crown Point and Winfield, discuss the ability of other
21 utilities to serve the Disputed Area, and provide support for a Commission finding that
22 the Disputed Area should be included in the Crown Point Expansion Area.

23 **Q9. ARE YOU SPONSORING ANY EXHIBITS TO YOUR TESTIMONY?**

1 A9. Yes, I am sponsoring the following exhibits to my testimony:

2 **Exhibit A** is a map showing the current Crown Point Corporate Limits, the
3 proposed Crown Point Expansion Area, the Disputed Area, and distance from existing
4 City of Crown Point sanitary sewer to and through the Disputed Area (along U.S. 231).
5 **Exhibit A** also illustrates the 3,900 linear feet of gravity sewer that can be extended from
6 the existing Crown Point gravity sewer system to promptly serve the Disputed Area.

7 **Exhibit B** is a map which illustrates the City of Crown Point's existing sewer
8 service area, the requested Crown Point Expansion Area, and the Disputed Area. It
9 reflects the service area boundary adjustments Crown Point was able to reach with
10 neighboring municipalities. This Exhibit illustrates existing subdivisions planning
11 expansion, anticipated future growth, anticipated future utility service locations identified
12 by City personnel, and planned development locations where area developers solicited
13 availability of water and sewer services from Crown Point and the City noted service
14 could be provided (i.e., anticipated near-future development). These locations are both
15 within Crown Point corporate limits and existing service area as well as throughout the
16 Crown Point Expansion Area. The Exhibit also illustrates the limits of the Great Lakes
17 Drainage Basin, approximate locations of existing wastewater utility customers outside of
18 City Limits and within the Expansion Area, and the extent of existing wastewater
19 collection systems within the Town of Winfield's current corporate limits / sewer service
20 area.

21 Of particular note is LBL's intention to construct a large development within the
22 Disputed Area. Crown Point and LBL have entered into a Donation Agreement, whereby
23 LBL donated 44 acres of land to Crown Point as the site of the new SE WWTP, and, in

1 return, Crown Point agreed to make available water and sewage utility service to LBL's
2 land in the Disputed Area within five years. The bulk of the Disputed Area is land owned
3 or controlled by LBL, as illustrated in **Exhibit B**.

4 Exhibit B also shows the Town of Winfield and the limited extent of sewer
5 deployment within its corporate boundaries. Based on mapping provided in Winfield's
6 2016 Sanitary Master Plan, Winfield provides sewer service to about 13% of its corporate
7 area.

8 **Exhibit C** is a map which illustrates the City of Crown Point's four (4) phased
9 wastewater utility improvement projects as embedded in Crown Point's Wastewater
10 Master Plan and required by Crown Point's State Judicial Agreement. Of particular
11 importance is the close proximity of Crown Point's new SE WWTP and the 129th
12 Avenue Lift Station to the Disputed Area and the new 24" water main running
13 immediately adjacent to the Disputed Area. This close proximity of Crown Point
14 infrastructure facilitates efficient permanent service to the Disputed Area.

15 **Exhibit D** is a map, which illustrates the planning performed in support of the
16 City's wastewater improvement designs, making them suitable to service all of the
17 requested Crown Point Expansion Area, which includes the Disputed Area. Of particular
18 relevance to the Disputed Area are 1) the planned LBL collection system and how LBL's
19 facilities will extend to the two receiving pipes that Crown Point is to build under Section
20 6.01 of the Donation Agreement to connect LBL's facilities to the new SE WWTP and 2)
21 the 129th Ave Lift Station capabilities to receive sanitary flow along U.S. 231. The 129th
22 Avenue Lift Station connection for gravity sewer allows the Disputed Area along SR 231
23 to be serviced by a gravity sewer.

1 The extension of existing sewer and transport to the existing WWTP illustrated in
2 **Exhibit A** would provide prompt sewer service to meet any initial demands from the
3 Disputed Area. The new 129th Avenue lift station and transport main to the SE WWTP
4 will provide long-term service and accommodate significant growth potential to both the
5 east and south (as the lift station is rated for 13.1 million gallons per day (“MGD”)). The
6 existing Western County Lift Station already offers service to the west and is in use for
7 existing customers in the Crown Point Expansion Area to the west – ready to accept all
8 customers agreed upon between City and Lake County (See **Exhibit F**).

9 **Exhibit E** is a map which illustrates the existing Crown Point Water System, its
10 ability to be readily expanded into the requested Service Territory, including the Disputed
11 Area, and Master Planning provision to reinforce the water system throughout the
12 Expanded Service Territory as demand for water service increases. This is relevant to
13 sewer service due to the location of the Great Lakes Drainage Basin and provision set
14 forth in The Great Lakes Compact, per IC 14-25-15 and is further described herein.

15 **Exhibit F** is the Joint Interlocal Cooperation Agreement Between the City of
16 Crown Point and Lake County, Indiana Regarding Use of American Recovery Act Plan
17 (“ARPA”) Funds dated March 22, 2023, whereby Crown Point will accept new
18 customers who were removed from failing septic systems in the Crown Point Expansion
19 Area at Lake County’s request.

20 **Exhibit G** is the Interlocal Cooperation Agreement Between the City of Crown
21 Point and Lake County, Indiana for Hermits Lake Wastewater Service Area dated
22 September 9, 2015, whereby Crown Point provides service to this area within the Crown
23 Point Expansion Area as agreed with Lake County.

1 **Exhibit H** is the Real Estate Donation Agreement between Edward J Hein, LBL
2 and Crown Point ("Donation Agreement"), by which LBL donated 44 acres of land for
3 the new Crown Point SE WWTP.

4 **Q10. PLEASE DESCRIBE CROWN POINT'S WASTEWATER SYSTEM.**

5 A10. Crown Point owns and operates a wastewater utility which currently serves 7,862
6 residential, commercial, and industrial customers. Crown Point's wastewater utility is
7 separated into two (2) departments, the wastewater collection system and the wastewater
8 treatment plant .

9 The current WWTP was originally constructed in 1952 as a 0.8 MGD activated
10 sludge WWTP. Since that time, several projects and expansions have occurred. Currently,
11 Crown Point operates a Class III WWTP with an average daily design flow capacity of
12 5.2 MGD and a peak flow capacity of 8.1 MGD. The current average daily dry weather
13 flow to the existing WWTP is 4.0 MGD.

14 The City recently completed a \$23.5 million WWTP Improvements Project in
15 March 2025, which upgraded existing treatment facilities and systems, and incorporated
16 new wet weather management facilities. A new 2.4 MGD SE WWTP with an ultimate
17 design average flow treatment capacity of 12.0 MGD is scheduled to start construction in
18 October 2025 and commissioning on or before January 2028 as required by the terms of
19 the City's State Judicial Agreement ("SJA"). [This timing meets the development needs
20 of the south east area and is within the 5 year service availability period provided in the
21 Donation Agreement.

22 Crown Point's wastewater collection system conveys flows to the existing
23 WWTP. The sewer system consists of approximately 146 miles of gravity sewer ranging

1 in diameter from 6-inch to 48-inch. There are two (2) in-system wet weather equalization
2 basins and twenty-five (25) lift stations.

3 The City completed a \$5.1 million Collection System Improvements Project in
4 November 2024, which provided existing sanitary sewer interconnecting pipe for wet
5 weather flow relief and incorporated a new lift station on the western outskirts of the
6 City. This new lift station receives sanitary flow from Lake County customers located
7 west of City limits in the Crown Point Expansion Area and facilitates the elimination of
8 septic systems.

9 Lake County is installing sewers to the west to collect and convey flows from
10 existing customers with failed septic systems. The Interlocal Agreement between Lake
11 County and Crown Point, which is attached as my **Exhibit F**, is in place whereby Crown
12 Point will accept new customers who were removed from septic.. The resulting county
13 collection system sewers and lift stations installed will be deeded to the City upon the
14 completion of the county projects. The City will operate and maintain this expanded
15 system and utilize it to provide additional sewer collection, conveyance, and treatment
16 services to customers in the proposed Crown Point Expansion Area to the west.

17 Bid opening occurred on April 14, 2025, for the City's Phase 2 Improvements
18 project — a \$60 million large diameter interceptor. Closing on loan and commencement
19 of construction for this project is occurring in June 2025. This project will relieve flows
20 from the existing sanitary sewer system and provide additional collection and conveyance
21 system capacity. The new sanitary interceptor allows the City to accept additional
22 connections both in the existing service area and the Disputed Area. As required by the
23 terms of the SJA, this project will be also be completed prior to January 2028, along with

1 additional lift station improvements which are currently scheduled to start construction in
2 June 2026 with the same completion deadline. The system, as installed, with existing and
3 committed improvements can readily provide sewer service to the Crown Point
4 Expansion Area, including the Disputed Area.

5 In addition to the new infrastructures and customers to the west from Lake
6 County, existing customers outside of Crown Point Corporate Limits but within the
7 Crown Point Expansion Area to the southwest are currently receiving wastewater
8 treatment from Crown Point. My **Exhibit G** is also an Interlocal Agreement with Lake
9 County that specifically requires Crown Point provide sewer service to the Crown Point
10 Expansion Area for the residents of Hermits Lake. Other customers outside Crown
11 Point's corporate limits but within the Crown Point Expansion Area are also being
12 serviced by the City's sewer utility.

13 Richard Monroe is Crown Point's collection system crew leader. Mr. Monroe
14 oversees the operation and maintenance of all collection system facilities including lift
15 stations, equalization ponds, sanitary sewer, and force mains. The collection system is
16 staffed with 9 full-time employees inclusive of Mr. Monroe. Chris Previs is the WWTP
17 Superintendent. Mr. Previs has a Class IV wastewater operator's license. The WWTP is
18 staffed with 10 full-time employees inclusive of Mr. Previs. In addition to Mr. Previs, the
19 utility has three other certified operators: one with a Class IV license, a second with a
20 Class II, and a third with a Class I license, resulting in a total of four certified operators.
21 In total, nineteen employees are dedicated to the operation and maintenance of the City's
22 wastewater utility.

II. THE REQUESTED CROWN POINT EXPANSION AREA

Q11. MR. STONG, CAN YOU PLEASE DESCRIBE THE REGULATED TERRITORY PROPOSED BY CROWN POINT, REFERRED TO HEREIN AS THE CROWN POINT EXPANSION AREA WHICH INCLUDES THE DISPUTED AREA?

A11. Yes. My **Exhibits A thru E** and the map attached to Crown Point Ordinance No. 2025-02-08 show the existing Crown Point service area and the Crown Point Expansion Area which includes the Disputed Area.

The decision to expand the service territory, as illustrated, was the result of planning that started in 2017 when the City commissioned a Wastewater Master Planning Document. It then progressed through conversations with Lake County resulting in the interlocal agreement with Lake County to service customers outside of Crown Point's corporate boundaries to the west (which were operating on failed septic systems.). That Agreement is attached as my **Exhibit F**.

This concept further progressed through conversations with other interested parties to the south and east of the City, including LBL, which owns or controls the majority of the Disputed Area, resulting in the Donation Agreement with LBL, a copy of which is attached as my **Exhibit H**. This Donation Agreement deeded property to the City for the new WWTP in return for a commitment on the part of the City to make available **both** water and sewer service to the Disputed Area where development is planned. **Exhibit B** illustrates the footprint of the LBL Development within the Disputed Territory.

The proposed service territory was shared with all adjacent potentially interested parties and their input was solicited. Some reductions to the initially proposed regulated

1 territory were incorporated as a result of these discussions. I believe Mr. Falkowski
2 further describes that in his testimony.

3 The City also met with the Indiana Finance Authority ("IFA") to identify plans
4 for the Four-Phase Wastewater Improvements project to become a regional provider of
5 wastewater treatment and coordinate financing. The State then committed to the project
6 and also provided a \$5 million subsidy for the project in recognitions of its importance.
7 Crown Point's requested Crown Point Expansion Area, including the Disputed Area
8 reflects the outcome of this planning and is supported by the water and wastewater utility
9 improvements projects planned, implemented, and committed.

10 **III. CROWN POINT'S ABILITY TO PROVIDE SEWER**
11 **SERVICE WITHIN THE DISPUTED AREA**

12 **Q12. DOES CROWN POINT HAVE THE MANAGERIAL ABILITY TO PROVIDE**
13 **SEWER SERVICE TO THE DISPUTED AREA?**

14 A12. Yes. As noted above, Crown Point has a skilled staff of nineteen employees who are
15 working to effectively provide wastewater service to thousands of customers in and
16 around Crown Point. Crown Point has operated its wastewater utility for decades and has
17 a proven track record of reliable service in the Lake County area. Further, Crown Point's
18 sewer utility has robust local customer service, accounting and billing departments to
19 promptly serve Crown Point's utility customers. Crown Point's wastewater system has
20 the current ability and available capacity to add connections and provide service to the
21 Disputed Area. Crown Point's Master Planning, resultant projects and the corresponding
22 implementation and commitment to implement these projects further attests to this ability
23 to serve the Disputed Area now and in the future.

1 **Q13. PLEASE EXPLAIN CROWN POINT'S TECHNICAL AND OPERATIONAL**
2 **PLAN TO PROVIDE SEWER SERVICE TO THE DISPUTED AREA AS A PART**
3 **OF THE THE CROWN POINT EXPANSION AREA.**

4 A13. Crown Point maintains and routinely updates its utility master planning. Crown Point's
5 master planning identifies existing and future needs for existing and future anticipated
6 customers. The Master Plan is also utilized to solicit and obtain project financing through
7 the IFA State Revolving Loan Fund ("SRF") Program.

8 **Exhibit C** illustrates the four (4) phased wastewater utility improvements projects
9 identified within the City's Sanitary Master Plan and currently under implementation.
10 These projects provide long-term capability for providing sewer services to the requested
11 expansion of service territory. The intent for these projects is to create two (2) separate
12 sewer basins – one feeding the north WWTP and the second feeding the new SE WWTP.
13 These two (2) separate sewer basins afford growth and expansion of Crown Point's
14 service area as illustrated and requested.

15 Crown Point's existing WWTP has existing available treatment capacity to meet
16 initial sewage demands from the Disputed Area. If wastewater service is required prior to
17 the December 2027 completion of the City's four phases of improvement projects, Crown
18 Point can extend a sewer line from an existing manhole along U.S. 231 approximately
19 3,900-feet east and provide a receiving point for flows from the Disputed Area (**See**
20 **Exhibit A**). That allows initial transport of sewage from the Disputed Area. Based on
21 Crown Point's planning and corresponding growth projections (**See Exhibit B**) Crown
22 Point anticipates its existing WWTP capacity will increase to the WWTPs design average
23 flow rating within the next 7 to 8 years if a new SE WWTP is not built. This date is long

1 after the completion date for the new SE WWTP. The existing WWTP treatment
2 capacity and scheduled increase in treatment capacity afforded by the SE WWTP will
3 provide 20-year planning period collection, conveyance, and additional treatment
4 capacity for the Crown Point Expansion Area which includes the Disputed Area.

5 Crown Point has implemented it's forward-looking Master Plan outlined
6 improvements to address growth and to provide capacity for both the Expansion Area and
7 the Disputed Area located therein. These improvements are demonstrated to
8 accommodate the growth and development of these areas. The improvements identified
9 in the Master Plan are shown on my **Exhibit C**. This ensures Crown Point can
10 accommodate future growth needs by creating two (2) separate sanitary sewer basins,
11 each with its own WWTP.

12 Based on coordination with area stakeholders, material growth is anticipated and
13 desired to the south and east of the City. Again, if sanitary service is required prior to the
14 commissioning of the SE WWTP and 129th Ave Lift Station, it can be provided through
15 the existing system and the existing WWTP, which has 1.2 MGD of available capacity to
16 process this flow. Ultimately, service will be provided for the Disputed Area (and the
17 Crown Point Expansion Area) through the 129th Ave Lift Station and/or the developer
18 planned and pre-coordinated collection system and corresponding connections to the new
19 SE WWTP.

20 The four (4) phased improvements projects illustrated in **Exhibit C** are further
21 described below:

22 **Phase 1:**

1 **Description:** This consists of (1) existing WWTP Improvements, (2) existing
2 collection system interconnecting sewers, (3) a new western county lift station,
3 and (4) a large diameter interceptor connected to the existing WWTP and
4 extending to the western boundaries of the existing WWTP's property.

5 **Status:** These projects have been completed and are in operation.

6 **Purpose:** The purpose of Phase 1 is to provide necessary wet weather treatment
7 capability at the existing WWTP, adequate facilities to assure treatment of
8 wastewater by the existing WWTP, and a connection point for the Lake County
9 customers' wastewater flows for conveyance to the existing WWTP.

10 **Phase 2:**

11 **Description:** This consists of a large diameter interceptor (gravity sewer)
12 connected to the above-described interceptor pipe at the western extents of the
13 existing WWTP and routed through downtown Crown Point, with
14 interconnections to existing sewers.

15 **Status:** The project is designed and bid, and construction is slated to start June
16 2025.

17 **Purpose:** The purpose of Phase 2 is to provide storage and conveyance capacity
18 of wet weather flows to the WWTP and alleviate flows on existing sewers and lift
19 stations freeing conveyance capacity to accept new users and anticipated growth
20 in Crown Point and in the Crown Point Expansion Area which includes the
21 Disputed Area. With the new interceptor, flows that would normally cause
22 existing sewers to reach capacity will now flow into this interceptor and be
23 conveyed by gravity to the WWTP. Notably, this alleviation of flow from the

1 existing sewers and lift stations provides significant additional system-wide
2 conveyance capacity for sewage affording new customer connections to the
3 existing sanitary collection system both within the existing service area and
4 throughout the Crown Point Expansion Area.

5 **Phase 3:**

6 **Description:** This consists of a new initial 2.4 MGD SE WWTP readily
7 expandable to 7.2 MGD and ultimately 12 MGD.

8 **Status:** Preliminary design is complete, and construction permits are being
9 assembled and submitted for approval. The project is anticipated to be bid and
10 awarded, with construction commencing in October 2025.

11 **Purpose:** The purpose of Phase 3 is to provide a second sewer basin alleviating
12 existing flows from the southeast of Crown Point and additional capacity to
13 accept flows from anticipated future customers within the City and throughout the
14 Crown Point Expansion Area including the Disputed Area.

15 **Phase 4:**

16 **Description:** This consists of 3 new lift stations and their corresponding sanitary
17 force mains and one (1) new in-system flow equalization tank.

18 **Status:** This project is slated to commence construction in the summer of 2026.

19 **Purpose:** The purpose of Phase 4 is to divert flow off of the existing system from
20 the southeastern quadrant of Crown Point, accept additional flows from customers
21 both within City limits and throughout the Crown Point Expanded Service Area,
22 and convey flows to the new SE WWTP for treatment.

1 Crown Point's rate consultant has identified funding requirements, and Crown
2 Point has recently approved a rate ordinance in support of the capital improvements.
3 Crown Point has clearly described and established its well-developed plan for assuring
4 sewer services not only to its existing customers but also to the Crown Point Expansion
5 Area, which includes the Disputed Area. Crown Point is following that plan and is
6 implementing the planned improvements.

7 Crown Point initiated its Master Plan in 2017 with completion in 2018. The
8 Master Plan was subsequently updated in 2021 and again most recently in 2025 in
9 support of the City's IFA-SRF funding request for the new southeast WWTP.

10 Crown Point has methodically planned and made accommodations to provide
11 sewer service within the City Limits and throughout the Crown Point Expansion Area,
12 which includes the Disputed Area. Crown Point has made and is making the utility
13 improvements to reinforce and expand its capability to provide service to these areas and
14 accommodate significant corresponding growth and increased demands for service from
15 these areas. There are no questions or concerns with Crown Point's ability to provide
16 service in the Disputed Area, as demonstrated through its master planning. There are no
17 questions or concerns with the Crown Point's commitment to perform the necessary
18 work, as the City is under both a SJA and Agreed Order ("AO") to do so.

19 **Q14. PLEASE EXPLAIN HOW THE CROWN POINT SEWER SYSTEM DESCRIBED**
20 **ABOVE WILL SPECIFICALLY SERVE THE DISPUTED AREA.**

21 A14. As illustrated on the attached map, **Exhibit C**, the Disputed Area just east of Crown Point
22 is adjacent to the new 13.1 MGD high-capacity lift station located at 129th Avenue. This
23 lift station is designed to accept flows from the Disputed Area and flows from the South

1 and transmits flows to Crown Point's new SE WWTP (as further illustrated on **Exhibit**
2 **D**).

3 **Exhibit B** clearly illustrates the LBL property, the majority landowner within the
4 Disputed Area. **Exhibit D** illustrates LBL's planning, as coordinated with Crown Point,
5 for routing gravity sewer from the eastern extents of its property to the new SE WWTP.
6 LBL's facilities will extend to the two receiving pipes that Crown Point is to build under
7 Section 6.01 of the Donation Agreement to connect LBL's facilities to the new SE
8 WWTP.

9 The new SE WWTP design has been coordinated with LBL's development plans
10 and will be able to accept this gravity flow. The Donation Agreement presented as
11 **Exhibit H**, clearly identifies the coordination performed with LBL and corresponding
12 required connection locations and the depth for gravity sewer, allowing gravity flow as
13 required by the developer and in turn provided by the City through agreement. The new
14 SE WWTP has an initial design capacity of 2.4 MGD and is readily expandable to 7.2
15 MGD and 12 MGD. These improvements have been vetted thoroughly through master
16 planning to afford utility service both now and well into the future. There are no
17 concerns with respect to Crown Point's ability to transport significant flow from this
18 Disputed Area to the new SE WWTP, nor are there any concerns with Crown Point's
19 ability to provide treatment for significant flows from this area as it develops. Crown
20 Point's Master Planning Document clearly illustrates its ability to service not only Crown
21 Point's planning level sanitary demands, but also the additionally requested Crown Point
22 Expansion Area inclusive of the Disputed Area sanitary demands.

1 **Q15. CAN CROWN POINT PROVIDE SEWER SERVICE TO THE DISPUTED AREA**
2 **PRIOR TO THE COMPLETION OF THE SEWER FACILITIES DISCUSSED**
3 **ABOVE?**

4 A15. Yes.

5 **Q16. PLEASE EXPLAIN.**

6 A16. Crown Point's service to the Disputed Area can, if needed, initially occur through a
7 simple main connected to an existing sanitary sewer manhole ("Existing Facilities"); see
8 **Exhibit A.** 3,900 lineal feet of gravity sewer extending west along U.S. 231 is required to
9 provide a point of connection for flows from the Disputed Area.

10 Crown Point is in the best position to provide initial service to the Disputed Area
11 because its Existing Facilities are near the most probable location of initial development
12 – the I-65 SR 231 interchange located in the southern, southwest portions of the Disputed
13 Area.

14 Crown Point's master planning anticipates, however, that this area will develop
15 significantly. For that reason, the 129th Avenue Lift Station is designed in a manner to
16 accept and convey significant flows from this area in the future. Regardless of
17 development status, once the 129th Avenue Lift Station and SE WWTP are online, all
18 flows from the Disputed Area will be routed too and/or transition to the SE WWTP.
19 Crown Point estimates that the necessary improvements to provide initial service to the
20 Disputed Area through its Existing Facilities and associated sewer main installation east
21 along U.S. 231 can be effectuated within seven (7) months at a cost less than \$1 million.
22 Crown Point's new WWTP is not necessary for Crown Point to initially serve the
23 Disputed Area through its Existing Facilities as explained earlier within this testimony.

**Q17. DOES CROWN POINT OPERATE ITS WASTEWATER UTILITY IN A MANNER
NEEDED TO RESULT IN SAFE, ADEQUATE, AND RELIABLE SEWER
SERVICE?**

A17. Yes. The City of Crown Point is continually performing wastewater utility improvement projects to ensure safe, adequate and reliable sewer service. The following table speaks to those efforts over the last 20 years.

WWTP and Collection System Improvements Projects

Year	Improvements
2005	<ul style="list-style-type: none">• WWTP Expansion Project (LTCP Phase I).
2007	<ul style="list-style-type: none">• Addition of Anderson Pond (LTCP Phase I).
2008	<ul style="list-style-type: none">• Floatable/Solids Controls (LTCP Phase I).
2009	<ul style="list-style-type: none">• Improvements to the Sanitary Sewer Collection System and WWTP (LTCP Phase II): Willow Tree Lift Station Improvements; Madison Street Lift Station Improvements; Broadway Street Lift Station Improvements; Union and Ann Street Lift Station Improvements; Jackson and Clark Street Lift Station Improvements; and real-time CSO Monitoring Facilities.
2009 – 2010	<ul style="list-style-type: none">• Sanitary Sewer System Sub-Basins Analyses, which included flow metering, manhole inspections, smoke testing, and CCTV (LTCP Phase II).
2012	<ul style="list-style-type: none">• Early Action Project - Hydraulic Diversion Structure (LTCP Phase II).
2013 – 2014	<ul style="list-style-type: none">• High Priority Inflow and Infiltration ("I&I") Improvements Project.
2014	<ul style="list-style-type: none">• XPSWMM Model Update/Recalibration including flow metering.
2014 – 2015	<ul style="list-style-type: none">• Installation of new tertiary filters, new sludge mixing system, and a structural repair to the existing sludge facilities.

2017 – 2018	<ul style="list-style-type: none">• System Lift Stations Flow Maximization Projects (Madison Lift Station, Broadway Lift Station, Fashion Terrace Lift Station); new 40 MGD wet weather lift station; additional 10 MGD wet weather pump capability at headworks; WWTP flow control / diversion improvements.• Air System Improvements.• Collection System I&I Improvements.
2018 – 2020	<ul style="list-style-type: none">• 101st Street Interceptor Upsizing; eliminating a hydraulic bottleneck for flow from the east and south to the WWTP.
2019 – 2022	<ul style="list-style-type: none">• CSO 005 Focused Collection and Storm System Improvements (southwest of Greenwood Ave & Main Street) consisting of sewer and manhole lining, repair, and replacement activities in an area shown to have flow peaking factors on the order of 50- to 80-fold that recognized during dry weather flow conditions.
2023 – 2024	<ul style="list-style-type: none">• Approximately 10,350 linear feet of sanitary sewer was lined with CIPP, all poor condition sewer manholes in the neighborhood were rehabbed, and two homes previously on failing septic systems were connected to the neighborhood's sanitary sewer via grinder pump stations.
2024 Current	<ul style="list-style-type: none">• Improvements to the existing WWTP include a new wet weather disinfection facility, screening, and chemical feed building, standby generator, replacement of existing headworks bar screen, anaerobic digester improvements including replacement of a digester tank cover, upgrades to the existing digester gas piping and digester gas equipment, improvements to the existing blower intake piping, connection of new Downtown Interceptor to the WWTP, and all other work required for the completion of the Project.

Further, the City maintains and updates its Master Planning routinely to assure facilities are safe, reliable, and sufficient for its existing and anticipated future customers. Additionally, the City has Asset Management Plans (“AMPs”) for both collection and treatment facilities that it routinely updates. The purpose of the AMPs is to identify existing utility infrastructure, useful life of equipment and material, condition, and corresponding criticality to utility service. This affords the utility to proactively schedule, budget for, and perform pre-emptive utility improvements to maintain system reliability and resiliency.

Q18. DOES CROWN POINT NEED AN EXCLUSIVE RIGHT TO PROVIDE WASTEWATER SERVICE IN THE DISPUTED AREA?

1 A18. Yes, it does. A regulated territory provides for the monopoly provision of sewer service
2 which prevents wasteful duplication of wastewater infrastructure. It also provides clarity
3 and certainty to developers and area governments as to which utility is responsible for
4 sewer service in that area. Importantly, exclusive rights to a sewer service area and the
5 resulting customer growth assure recovery of the cost of new infrastructure installed to
6 service the area. Area growth patterns and developers themselves have made clear
7 expansion of Crown Point's sewer service is needed in the Disputed Area. To meet those
8 demands for the new service it is necessary that Crown Point invests to meet the needs of
9 its own exclusive service area.

10 A utility needs certainty with respect to its service area so it can identify
11 improvements required. Typical planning for improvements is performed over a 20-year
12 anticipated growth time frame. Without exclusive rights to a planning area, a utility has
13 no means to identify which potential customers will be required to be served. This can
14 result in over-sizing or under-sizing required improvements. Crown Point has
15 appropriately sized water and sewer capital improvements projects to meet the needs of
16 the Crown Point Expansion Area and the Disputed Area.

17 An exclusive regulated territory gives certainty that new customers will contribute
18 the capital costs incurred to meet their service needs. The certainty of having an exclusive
19 regulated territory allows the utility to make fiscally responsible decisions regarding
20 required improvements.

21 The Crown Point Ordinance protects Crown Point and allows Crown Point to
22 monitor, oversee, and encourage development that has proper water and wastewater
23 facilities design, material, and workmanship in the area immediately surrounding Crown

Point's municipal boundaries. Absent such provisions, Crown Point will not have the robust parameters it needs in order to best protect and execute its planning, service area stability, accomplish financings, offer its proven economic development leadership and provide a high quality of life throughout the Disputed Area.

Q19. WHEN CAN WASTEWATER SERVICE FROM CROWN POINT BE AVAILABLE IN THE CROWN POINT EXPANSION AREA AND THE DISPUTED AREA?

A19. As noted earlier, it would take the City about seven months to install a main from an existing manhole to the Disputed Area along SR 231. Flow from the Disputed Area can be serviced by the current Crown Point WWTP until completion of the new SE WWTP. Permanent service to the Disputed Area and to the Crown Point Expansion Area will afford treatment at the new SE WWTP which will be commissioned prior to January 2028 – as required per the City's SJA and AO. As noted earlier, Crown Point already provides wastewater service to customers located throughout the Crown Point Expansion Area..

IV. Ability of Another Utility to Provide Sewer Service in the Disputed Area

Q20. Q. PLEASE EXPLAIN IF ANY SEWER SERVICE PROVIDER OTHER THAN CROWN POINT HAS THE ABILITY TO PROVIDE SERVICE TO THE DISPUTED AREA.

A20. No other sewer service provider can realistically serve the Disputed Area. Crown Point is best suited and positioned to provide sewer service in the Disputed Area.

First, a critical area of development will occur in close proximity to the I-65 & US 231 interchange then progress eastward along the US 231 corridor. Typically, these areas develop commercially to provide services for those entering and exiting the interstate.

1 Crown Point's existing and near future infrastructure is located east of I-65 along the US
2 231 corridor. Initial extension of sewer (and potentially water) service will occur west to
3 east making the planned Crown Point connection most viable.

4 Second, Crown Point has Master Planning and is implementing projects with a
5 20-year planning period growth horizon to accommodate not only the initial flows from
6 this area but future flows that are expected to grow aggressively in nature. Crown Point's
7 146th Ave Lift Station has an initial design pumping capacity of 12.1 MGD and capability
8 for expansion up to 30.6 MGD. Such a large regional lift station is required to accept the
9 projected growth from the Disputed Area and Crown Point Expansion Area and convey
10 this flow to a properly sized and operated WWTP. Crown Point is providing this.

11 The Disputed Area to the east consists of approximately 1840 acres. Excluding
12 the commercial development that will occur, looking at only residential development for
13 this area, the corresponding wastewater flow could reach 1.43 MGD; (1840 acres x 2.5
14 homes/acre x 310 gal/d/home = 1.43 MGD). Best design practice mandates a factor of 4
15 be applied (Safety Factor) for peak pumping capabilities. Crown Point is the only utility
16 that has identified infrastructure capable of receiving flows of this magnitude and
17 transporting this flow (via the 146th Ave High Capacity Lift Station and/or the Developer
18 Proposed Gravity Sewers) for treatment.

19 Third, Crown Point is the only utility that has pre-coordinated with the major land
20 developer within the Disputed Area and planned to accommodate flow along the
21 developer's timeline – incorporating these requirements within Crown Point's
22 infrastructure improvements.

1 Fourth, Crown Point is the only utility that offers both water and sewer services.
2 This is of critical importance to the Disputed Area since developments typically require
3 both water and sewer service and close to half of the acreage within the Disputed Area is
4 located outside of the Great Lakes Drainage Basin.

5 Indiana law requires water from this basin be returned to this basin. The most
6 effective means to assure concurrent water and sewer service to meet the code
7 requirement mentioned above is to have one service provider for both.

8 Fifth, Crown Point is the only service provider in the area with a long-term track
9 record of successfully providing sewer services with the capability of performing all the
10 necessary operational and maintenance duties required to ensure reliable service in the
11 Disputed Area. The utility has been in operation for over 75 years. The utility
12 consistently performs sewer maintenance and upkeep activities. Further, Crown Point's
13 sewer utility is adequately staffed with well-trained, full-time employees, several with
14 various levels of wastewater operations certifications.

15 In conclusion, only Crown Point's sewer infrastructure is in close proximity to the
16 area of initial development. No other utility has made accommodation for the
17 conveyance and treatment of flows both now and as the Disputed Area develops and
18 incorporated the service needs of the major developer of the Disputed Area. No other
19 utility can readily coordinate providing reliable water and sewer service given the hand-
20 in-glove nature of this demand due to the area being partially located outside of the Great
21 Lakes Drainage Basin, and no other utility has a robust full-time operations staff with a
22 75-year plus track record of successfully providing and maintaining said utility.

1 **Q21. YOU MENTIONED THE APPLICABILITY OF THE GREAT LAKES**
2 **DRAINAGE BASIN TO WASTEWATER SERVICE IN THE DISPUTED AREA,**
3 **COULD YOU PLEASE EXPAND UPON THIS?**

4 A21. Yes. The Great Lakes Compact, per IC 14-25-15 essentially requires anyone receiving
5 potable water sourced from the Great Lakes outside of the Great Lakes Drainage Basin
6 return that water to the Great Lakes Drainage Basin. As illustrated on **Exhibits B and E**,
7 approximately half of the Disputed Area is located outside of the Great Lakes Drainage
8 Basin. To promote growth in the Disputed Area and throughout the Crown Point
9 Expansion Area, potable water service sourced from the Great Lakes is most desirous.
10 Therefore, a utility service provider that would consider both water and wastewater needs
11 concurrently when developments are proposed and requesting utility service in the
12 Disputed Area and throughout the Crown Point Expansion Area is the best suited service
13 provider. There are no guarantees if one entity provides wastewater service, and another
14 provides water service that improvements can be considered and approved in the most
15 economical and efficient manner. Integrated planning for both utility services is
16 therefore highly recommended.

17 **V. History of Wastewater Service in the Disputed Area**

18 **Q22. Q. PLEASE DESCRIBE THE HISTORY OF SEWER SERVICE IN THE**
19 **DISPUTED AREA.**

20 A22. No sewer service is currently provided in the Disputed Area due to lack of customers
21 requiring sewer service. During Master Planning the Engineer met with City personnel
22 and area developers to identify anticipated needs of the planning period. It was identified
23 that development would be desired east along US 231 in the Disputed Area along with a

1 major residential development. The Engineer, City, and LBL coordinated on the manner
2 of servicing this area. The Disputed Area is partly outside the Great Lakes Drainage
3 Basin, necessitating a sewer service of this area bringing sanitary treated flow back to the
4 basin in order to provide water sourced from Great Lakes (the source water for Crown
5 Point's water utility). LBL and the City entered into a donation agreement whereby the
6 City would make water and sewer service available to LBL for their property (which
7 consists of the majority of the Disputed Area). In return the developer donated the 44-
8 acre location of the new SE WWTP. LBL detailed its plans for conveyance of sewage
9 from the development in the disputed area to the new SE WWTP and the Engineer
10 incorporated provisions within the design for the developer to connect. The Engineer
11 also incorporated connections at the 129th Ave Lift Station to receive flows for the
12 expanded service area to the south and east. LBL also will have a dedicated sanitary
13 sewer to the SE WWTP - to receive flows from the Disputed Area.

14 **Q23. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?**

15 A23. Yes, it does at this time. However, Crown Point has not yet received any responses to its
16 Data Requests.

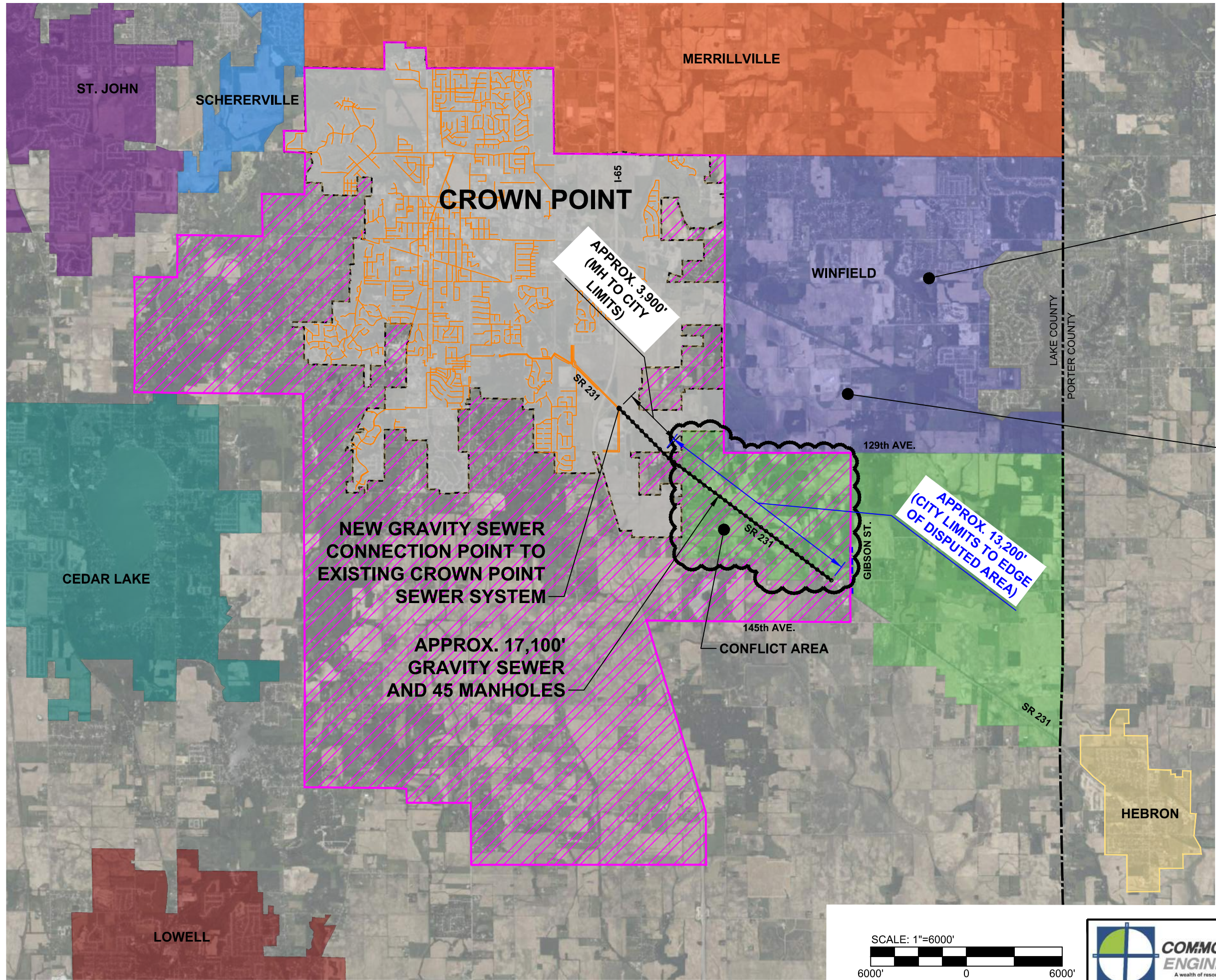
VERIFICATION

The undersigned affirms under the penalties for perjury that the foregoing testimony is true to the best of his knowledge, information and belief.

A handwritten signature in black ink, appearing to read 'Albert Stong', is written over a horizontal line.

Albert Stong, P.E., 10201336

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WINFIELD WWTP

GIBSON ST. LIFT
STATION (WINFIELD)

LEGEND

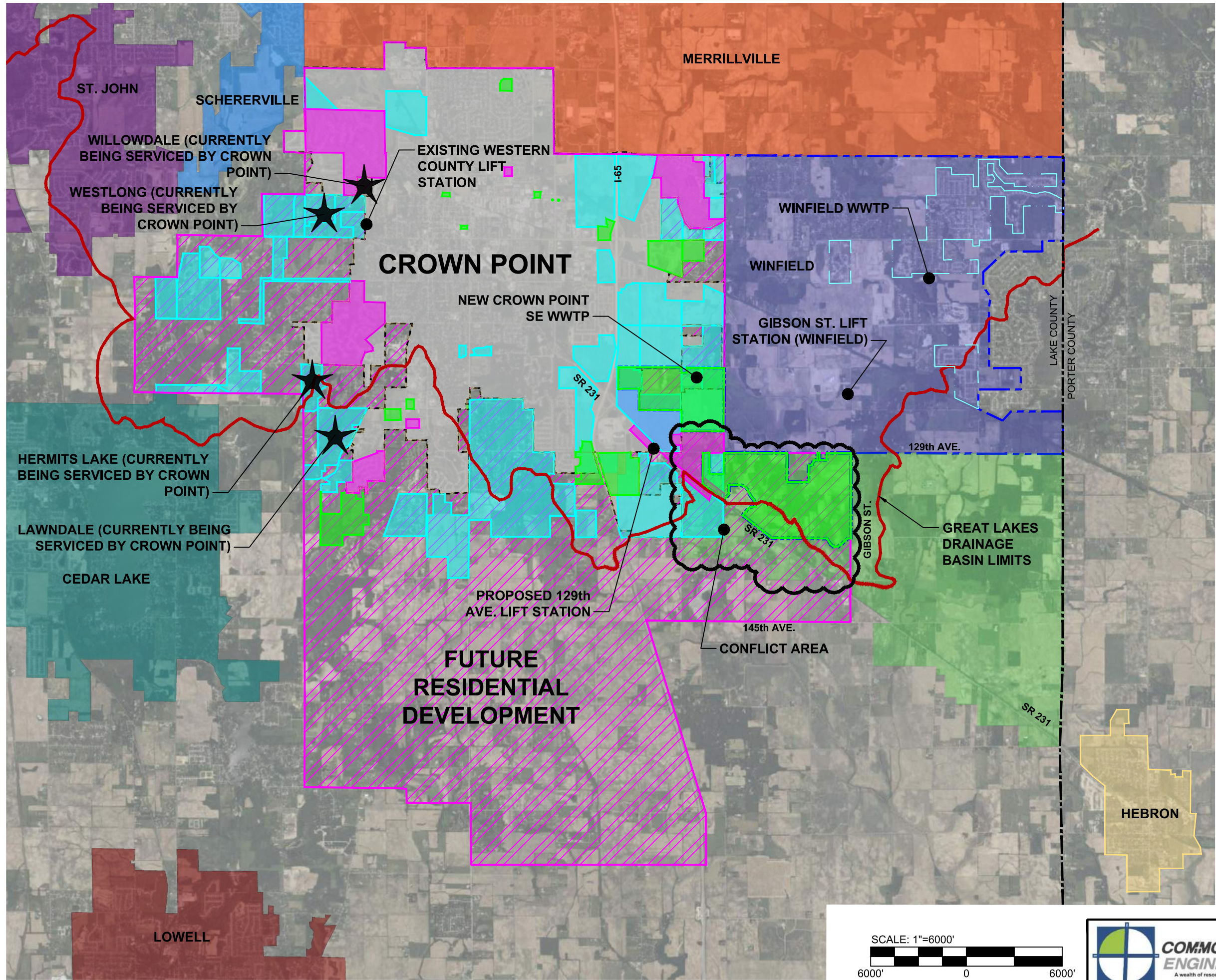
- EXISTING SERVICE AREA
- EXTENT OF PETITIONED SERVICE AREA
- ▨ PETITIONED SERVICE AREA
- EXPANDED WINFIELD SERVICE AREA
- EXISTING CROWN POINT SEWER SYSTEM
- ☁ DISPUTED SERVICE AREA

SCALE: 1"=6000'



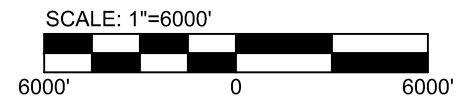
CITY OF CROWN POINT
LAKE COUNTY, INDIANA
PROPOSED CROWN POINT WWTP
EXHIBIT A - CROWN POINT EXISTING SEWER
SYSTEM CONNECTION FOR GRAVITY SEWER

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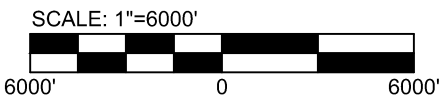
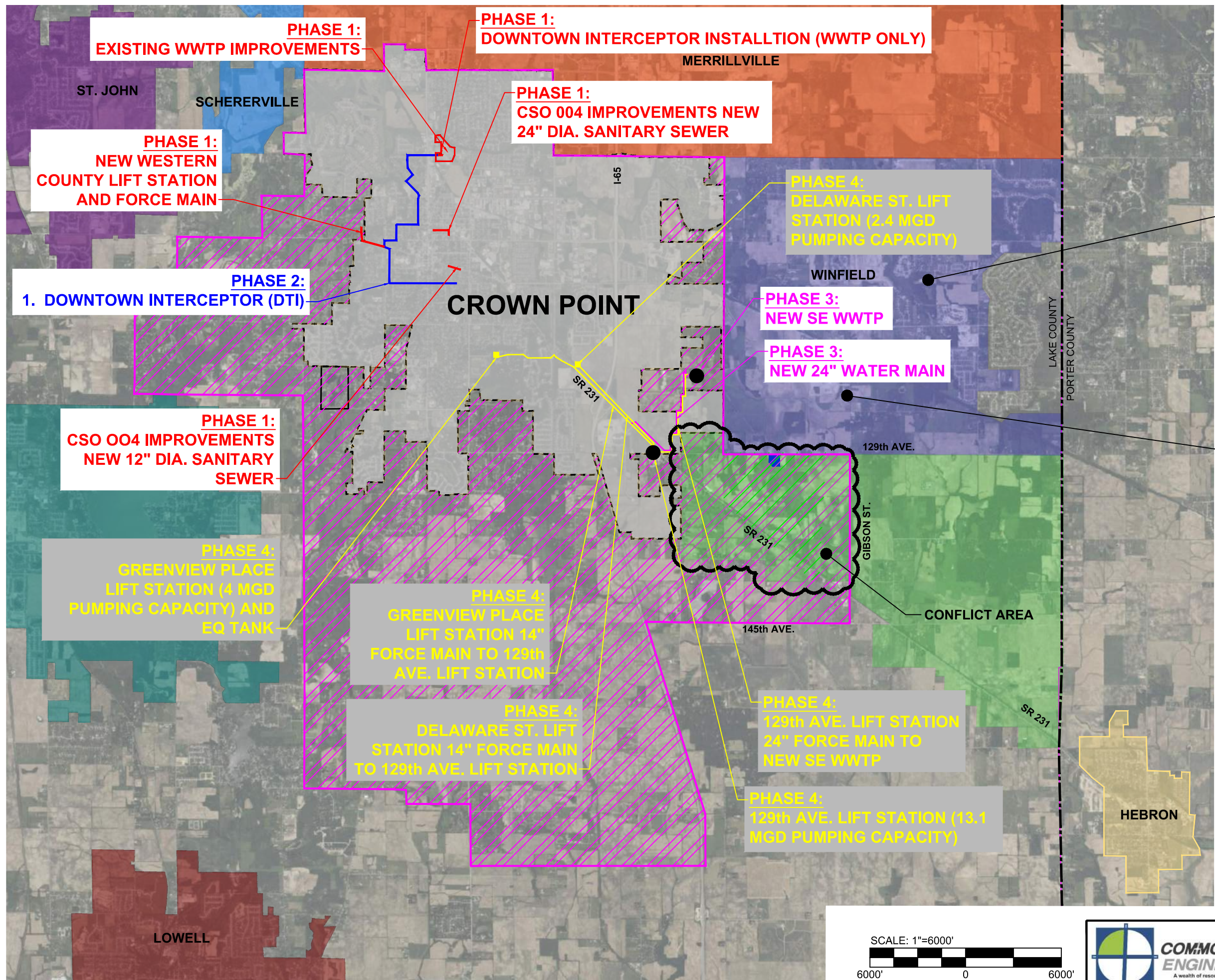
LEGEND

- EXISTING SERVICE AREA
- EXTENT OF PETITIONED SERVICE AREA
- ▨ PETITIONED SERVICE AREA
- EXPANDED WINFIELD SERVICE AREA
- ANTICIPATED FUTURE UTILITY SERVICE LOCATIONS
- EXISTING SUBDIVISION FUTURE GROWTH
- APPROVED UTILITY (WATER AND SEWER) SERVICES FOR DEVELOPMENTS (AS REQUESTED BY DEVELOPERS)
- ☁ DISPUTED SERVICE AREA
- ★ GENERAL AREAS CURRENTLY SERVED BY CROWN POINT THAT ARE LOCATED OUTSIDE OF CURRENT SERVICE AREA (TOTAL OF 144 CUSTOMERS)
- WINFIELD SEWERED AREAS PER 2016 MASTER PLAN (APPROX. 13% AREA OF WINFIELD SERVICE AREA)



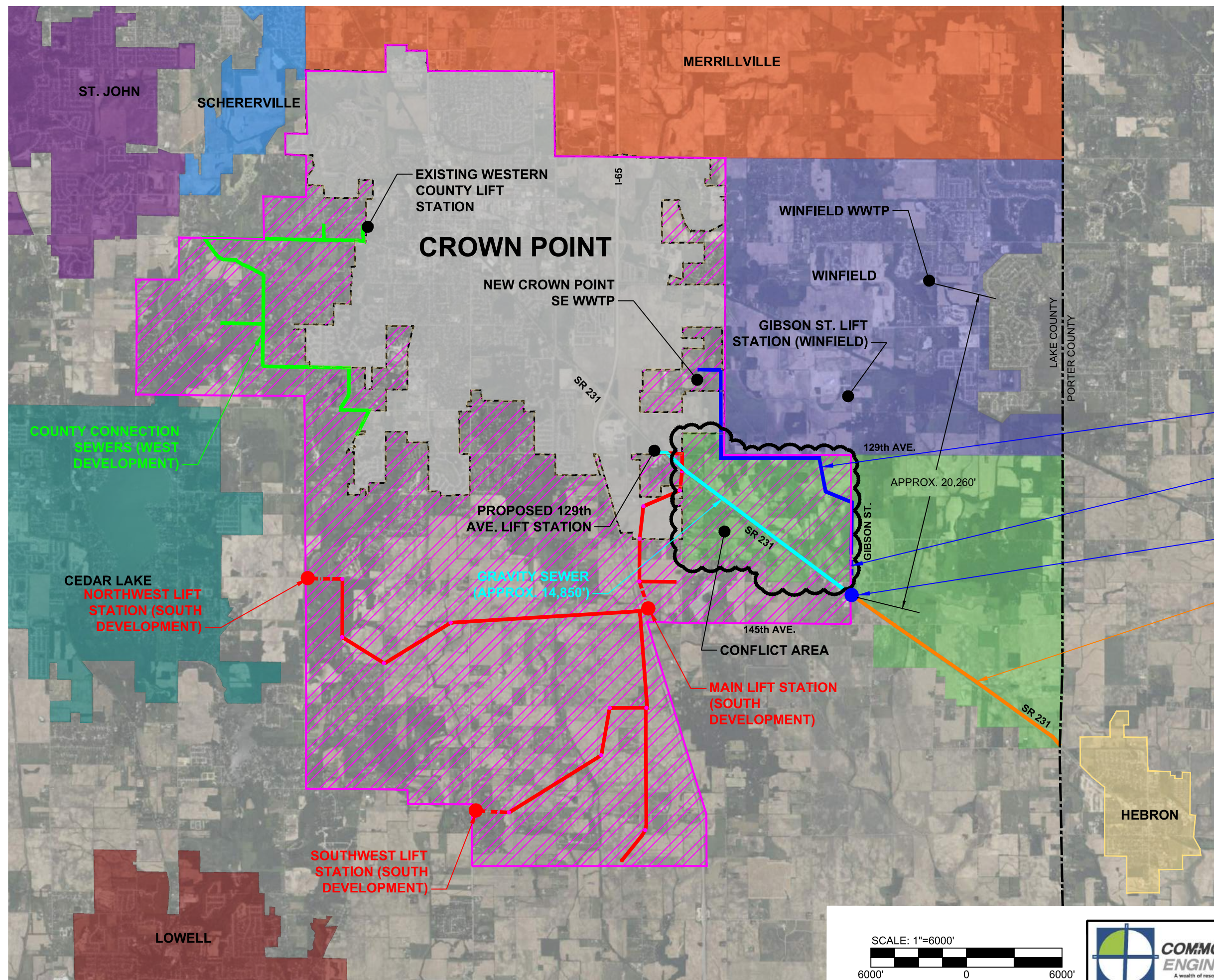
CITY OF CROWN POINT LAKE COUNTY, INDIANA
PROPOSED CROWN POINT WWTP
EXHIBIT B - CROWN POINT GROWTH AREAS AND EXISTING CUSTOMERS IN EXPANDED SERVICE TERRITORY

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CITY OF CROWN POINT LAKE COUNTY, INDIANA
PROPOSED CROWN POINT WWTP
EXHIBIT C - CROWN POINT WASTEWATER UTILITY IMPROVEMENTS - FOUR (4) PHASES

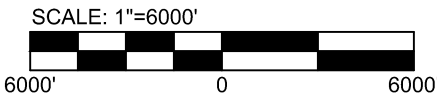
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- 24" GRAVITY SEWER (APPROX. 17,178' - DEVELOPER)
- FORCE MAIN (APPROX. 2,140' - DEVELOPER)
- LIFT STATION (DEVELOPER)
- FUTURE EXTENSION OF SERVICE (APPROX. 16,000')

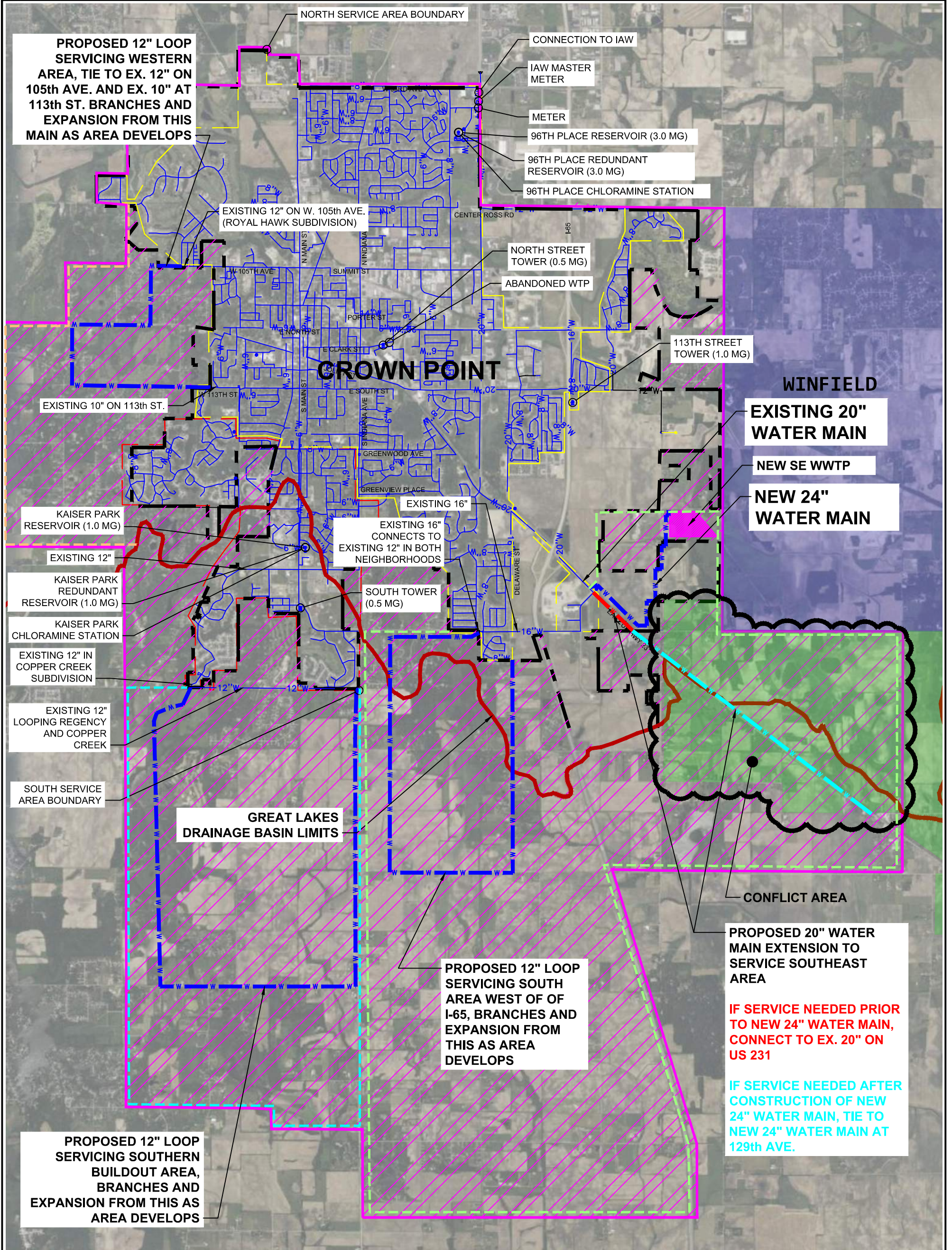
LEGEND

- EXISTING SERVICE AREA
- EXTENT OF PETITIONED SERVICE AREA
- ▨ PETITIONED SERVICE AREA
- █ EXPANDED WINFIELD SERVICE AREA
- ⬭ DISPUTED SERVICE AREA



CITY OF CROWN POINT LAKE COUNTY, INDIANA
PROPOSED CROWN POINT WWTP
EXHIBIT D - CROWN POINT PETITIONED SERVICE AREA AND SANITARY UTILITY IMPROVEMENTS

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LEGEND:

	NORTH PRESSURE ZONE		WATER TOWER		EXTENT OF PETITIONED SERVICE AREA
	SOUTH PRESSURE ZONE		WATER RESERVOIR		PETITIONED SERVICE AREA
	4" WATER MAIN		SEPERATOR VAULT		EXPANDED NORTH ZONE
	6" WATER MAIN		HYDRANT		EXPANDED SOUTH ZONE
	8" WATER MAIN				EXPANDED SOUTHEAST ZONE
	10" WATER MAIN				
	12" WATER MAIN				
	14" WATER MAIN				
	16" WATER MAIN				
	20" WATER MAIN				
	24" WATER MAIN				
	CORP. LIMITS				

APPROX. SCALE: 1"=4,000'

COMMONWEALTH
ENGINEERS, INC.
A wealth of resources to master a common goal.

CITY OF CROWN POINT
LAKE COUNTY, INDIANA

PROPOSED CROWN POINT WWTP

EXHIBIT E - CROWN POINT WATER UTILITY

**RESTATED JOINT INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF CROWN POINT AND LAKE COUNTY, INDIANA
REGARDING USE OF AMERICAN RECOVERY PLAN ACT ("ARPA") FUNDS**

This Joint Interlocal Cooperation Agreement between the City of Crown Point, Indiana and Lake County, Indiana, regarding the County's use of its American Recovery Plan Act ("ARPA") funds to transition residences located in Center Township from septic to sewer system is made and entered into in accordance with I.C. 36-1-7, *et. seq.*, by and between the City of Crown Point, a municipal corporation, through its Board of Public Works and Safety (hereinafter "Crown Point") and Lake County, Indiana, a unit of local government, by its Board of Commissioners (hereinafter "County") and this Agreement hereby revokes any and all former similar agreements made between the parties:

RECITALS:

WHEREAS, Crown Point is a unit of municipal government located in Lake County, Indiana, with jurisdiction over all real property and residents located within and inhabiting properties within the municipal corporate boundaries of the city; and

WHEREAS, County is a unit of local government located in Lake County, Indiana, with jurisdiction over certain real property located within the unincorporated area boundaries of Lake County, Indiana which includes areas within Center Township; and

WHEREAS, Crown Point and County have each been advised that the provisions of I.C. 36-1-7-1, *et. seq.*, (Interlocal Cooperation Act and referred to hereinafter as the Act), as amended from time to time, permit local governmental units and entities to make the most efficient use of their powers by enabling governmental units to mutually contract and utilize services for the mutual benefit of the participating governmental entities; and

WHEREAS, Crown Point and County are political subdivisions empowered by the Act with authority to contract on behalf of each other on a basis of mutual advantage so as to better provide public services; and

WHEREAS, Crown Point and County desire to improve the lives of the residents living in certain unincorporated area of Center Township through improvement and rehabilitation of the wastewater infrastructure servicing such residents to allow for a transition from septic to sewer connection into Crown Point's wastewater system; and

WHEREAS, the Parties desire to memorialize the mutual understanding between the Parties as it relates to the Improvements to allow for the connection of certain residents within Lake County's jurisdiction to the City's wastewater collection system; and

WHEREAS, Crown Point and County have determined that entry into a joint interlocal agreement is in the best interest of certain residents of Center Township and Lake County, and therefore, have determined that it is advisable to enter into and become a participating unit under

such a joint interlocal cooperation agreement pursuant to the applicable provisions of State Law, as amended from time to time.

COVENANTS

NOW, THEREFORE, Crown Point and County, in consideration of the terms and conditions set forth herein, all of which are hereby acknowledge, do hereby agree to the following:

SECTION 1: DURATION.

The duration of this Agreement shall expire at the end of December 2026 when all ARPA funds designated for this project are required to be spent.

SECTION 2. PURPOSE.

The purpose of this Agreement is to set forth and establish the responsibilities and obligations of the Crown Point and County concerning the transition of certain Center Township residents from septic to sewer through the Crown Point wastewater system.

SECTION 3. PROJECT DEFINED.

A. County plans to install sewer collection system, lift station and force mains to connect certain subdivision(s) (hereinafter defined) and users to the Crown Point's wastewater system and once fully constructed turn the infrastructure ("Proposed Subdivision Improvements") and users over to Crown Point to become part of Crown Point's wastewater system. The infrastructure turned over to Crown Point specifically excludes grinder stations and localized discharge lines. The infrastructure turned over to Crown Point specifically includes sewer collection system, major lift stations and force mains. These areas in the unincorporated Lake County, south and west of Crown Point's jurisdictional limits in Center Township include certain infrastructure and users in the Oakwood Hills, West Long, Oak Heights, Lawndale, Sleepy Hollow, Greenhill Ranches Annex 2, and West Point Acres subdivisions ("Subdivisions"). The number of users included in the Proposed Subdivision Improvements under this Agreement are only 359. Should all 359 homes not be connected within the time frame of this agreement, the parties agree to discuss an extension of this agreement to complete the project as contemplated by the parties by this agreement.

- i. County will construct and pay for the Proposed Subdivision Improvements.
- ii. Once constructed, Lake County will contribute the following Proposed Subdivision Improvements infrastructure and users to Crown Point:
 - a. Major lift stations
 - b. Force mains from major lift stations
 - c. Sewer collection system

Ownership of the remaining infrastructure improvements shall revert to the homeowners.

- iii. The Proposed Subdivision Improvements infrastructure (as specifically identified above) and users will become part of Crown Point's system.
- iv. Prior to the Proposed Subdivision Improvements infrastructure turnover to Crown Point, Crown Point and County will work in good faith to ensure:
 - a. Review and approval the proposed design (plans and specifications).
 - b. Provide construction inspection for the proposed improvements to observe and document installation.
 - c. Participate in project startup activities to document function is consistent with intended design and the needs of the project and parties.
- v. Crown Point will be responsible for operating and maintaining the Proposed Subdivision Improvements for which it assumes Ownership following completion of the County's portion of the project with the express understanding that there will be no future requirements from County after the Proposed Subdivision Improvements are contributed to Crown Point.
- vi. A 1-year warranty period shall be provided by the County's selected Contractor on the Proposed Subdivision Improvements. The 1-year warranty period shall commence from the date of infrastructure turnover to Crown Point.
 - a. Crown Point shall have the rights to utilize the warranty over the course of the first year of operations for its assumed infrastructure.
 - b. The County and/or individual property Owners will assume management of the warranty over the infrastructure not assumed by Crown Point – namely the grinder stations and minor sewage conveyance lines – at the County's discretion.
- vii. All Proposed Subdivision Improvements provided to Crown Point shall be inclusive of land ownership and/or easement rights. Property and easements acquired shall be sufficient to afford Crown Point unfettered access for typical maintenance and repair requirements. Easements shall be provided globally for the utilities use and not solely specific to this installation.
- viii. The County shall install an Order Control Station as part of its design and the project shall include costs associated with the odor control chemical over the course of the 1-year warranty period. Continued operation of said station at the completion of the 1-year warranty period shall be at the sole discretion of Crown Point.
- ix. The rates charged per user in the Proposed Subdivision Improvements will be the rate of \$71.25 as currently as established by City of Crown Point

Code Ordinance currently enacted or as may be hereinafter amended. Said rate will follow the rates of the current City ordinance, as may be amended, for a period of three (3) years which shall commence upon the first connection of the Proposed Subdivision Improvements into the City's utility infrastructure. After the three (3) year period, the charged rate shall increase to the then effective rate as established by City ordinance plus a 25% charge for being users outside the City's limits.

- x. Crown Point commits to sign the IDEM Capacity Certification Allocation Letters and any Permits for the County related to utility improvements for IDEM or other regulatory agencies contingent upon Crown Point review, approval, and acceptance of the proposed design.

B. The Proposed Subdivision Improvements include infrastructure within the Crown Point's current service area specifically required for conveyance and discharge of the County flows to the City's New Downtown Interceptor. Temporary connection to existing infrastructure will occur first. Upon completion of the New Downtown Interceptor a permanent connection to same will be provided.

SECTION 4. PROJECT FUNDING.

A. County will pay a one-time connection fee of \$2,434,000 to Crown Point for the capacity necessary to serve the specified users in the Proposed Subdivision Improvements. The connection fee is calculated based on only 359 users multiplied by the current Crown Point connection fee per city ordinance. Crown Point shall provide an ordinance adopted for the memorialization of the aforementioned connection fee.

B. County will also pay for its allocated share of the costs of the westside lift station improvements which consists of the infrastructure necessary to convey county flows from the conclusion of the County's project, thru the city to (1) a temporary connection on existing infrastructure, and (2) a permanent connection on the westside lift station once same is completed. Crown Point and County agree County's cost for these improvements will be \$2,778,052 which includes Engineering costs and a five (5%) construction contingency upon the County's portion of the westside lift station improvements.

C. In the event that any portion of the above-referenced Engineering costs and five (5%) construction contingency is not used during the course of the westside lift station improvement project, the remaining funds shall be allocated to a proportionate share of EDU's available at the westside lift station and shall be granted to the County at the rate listed in paragraph 4(A) above. The proportionate share of EDU's shall be determined by the parties following review of the pay requests on the westside lift station improvements. The County will also have the right to review any change order requests related to construction costs and engineering fees before they are approved on the westside lift station improvement project.

D. County shall provide the City with a lump sum payment of \$5,212,052 for the above outlined reasons prior to the City's scheduled closing on loan with SRF-IFA for the planned

infrastructure improvements on or before March 29, 2023. Crown Point will provide the County with an invoice, post bid of the westside lift station improvement project and Connection and Development Fees for only 359 users. Lake County will make payment on or before March 24, 2023.

SECTION 5. ADMINISTRATION AND AUTHORITY DELEGATION.

A. This Agreement shall be administered jointly through Crown Point and County for their respective portions of the described improvements who shall have all of the powers available to them as a unit of local government.

B. Crown Point's Clerk-Treasurer is hereby designated to receive, disburse, and account for all funds on behalf of Crown Point pursuant to this Agreement. The Lake County Auditor is hereby designated to receive, disburse, and account for all funds on behalf of County pursuant to this Agreement.

C. Annually, the Mayor of Crown Point, the Crown Point Clerk-Treasurer, and the President of the Board of Commissioners, of Lake County shall meet to review the terms and conditions provided for under this Agreement and more specifically to review a report of the services delivered by the City of Crown Point to the unincorporated area in Center Township.

SECTION 6. ACCESS TO RECORDS/AUDITS.

The parties shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Agreement. Each party shall make such materials available at their respective offices at all reasonable times during this Agreement, and for three (3) years from the date of completion of the improvements described herein, for inspection by the other party or its authorized designees. Copies shall be furnished at no cost upon request. The parties acknowledge that they may be required to submit to an audit of funds paid through this Agreement. Any such audit shall be conducted in accordance with IC § 5-11-1, *et seq.*, and audit guidelines specified by the State.

SECTION 7. ASSIGNMENT/SUCCESSORS.

The parties bind its successors and assignees to all the terms and conditions of this Agreement. The parties may assign its right to receive payments to such third parties as each party may deem necessary without the prior written consent of the other party, provided that such party provides written notice (including evidence of such assignment) to the other party (30) days in advance of any payment so assigned. The parties shall not assign or subcontract the whole or any part of this Agreement without the other parties' prior written consent.

SECTION 8. AMENDMENTS.

This Agreement may be amended and/or extended by mutual agreement of the parties. Any such amendment or extension shall be by written mutual consent of the parties with the same formality as this original Agreement.

SECTION 9. FORCE MAJEURE.

Except as otherwise provided in this Agreement, Crown Point and County, shall not be deemed in default or in breach of this Agreement to the extent it is unable to perform due to an event of Force Majeure. For the purpose of this Agreement, Force Majeure shall mean and include any act of God, accident, fire, lockout, strike or other labor dispute, riot or civil commotion, act of public enemy, failure of transportation facilities, enactment, rule, order or act of government or governmental instrumentality (whether domestic or intentional and whether federal, state or local, or the international equivalent thereof), failure of technical difficulties or any other cause of any nature whatsoever beyond the control of Crown Point and County, which was not avoidable in the exercise of reasonable care and foresight.

SECTION 10. NOTICES.

All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each party when sent by United States Mail, postage prepaid, or hand-delivered, to the following:

City of Crown Point:	Office of the Mayor 101 N. East St. Crown Point, IN 46307
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With a copy to:	David Nicholls, City Attorney PO Box 794 Crown Point, IN 46307
-----------------	--

Lake County:	Lake County Board of Commissioners Attn: President, Board of Commissioners 2293 N. Main St. Crown Point, IN 46307
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With a copy to:	Matthew N. Fech, County Attorney 2293 N. Main St. Crown Point, IN 46307
-----------------	---

SECTION 11. CAPTIONS.

The captions and section designations herein set forth are for convenience only, and shall have no substantive meaning.

SECTION 12. SEVERABILITY.

In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement, and the same shall remain in full force and effect.

SECTION 13. ENTIRETY OF AGREEMENT.

This Agreement represents the entire understanding between the parties and supersedes all other negotiations, representations, or agreements, whether written or verbal, relating to this Agreement. This Agreement shall inure to the benefit of, and shall be binding upon the parties, and their respective assigns and successors in interest. At the present time, the City has indicated no intention to annex the portion of the Center Township being improved, nor is it requiring the residents of Center Township to sign any waiver relative to annexation.

SECTION 14. MATERIAL DISPUTE.

The parties agree that Crown Point and County shall meet for resolution purposes in the event of a dispute under this Agreement. Thereafter, if the dispute is unable to be resolved, the parties agree that the dispute will be governed by the laws of the State of Indiana in a court of competent jurisdiction. The parties agree that each party shall be responsible for its own attorney fees, absent any applicable provision of the law to the contrary.

SECTION 15. COUNTERPARTS.

This Agreement shall be signed in counterparts and each of said counterparts shall be considered an original.

SECTION 16. RECORDING AND FILING.

Before this Agreement takes effect, it must be recorded by County with the Office of the Lake County Recorder. No later than sixty (60) days after it takes effect and is recorded, the Agreement must be filed with the Office of the State Board of Accounts for audit purposes, all pursuant to I.C. 36-1-7-6.

SECTION 17. SEQUENCE OF ACTION.

A. The City of Crown Point Board of Public Works and Safety, with the Mayor as the presiding officer will first approve and execute this Agreement.

B. The Board of Commissioners as the Lake County Executive shall then execute the agreement at an official public meeting.

C. Since the agreement is signed by the executives of the two units, the attorney for the Board of Commissioners shall forward the document to the Indiana Attorney General for approval. If not acted upon within sixty (60) days from receipt, the interlocal is deemed approved.

SECTION 18. LIABILITY.

The Parties mutually agrees to indemnify each other for any damages and attorney fees which a party, its elected officials, its appointed officials, its offices, its departments, its employees, and any of its independent agents must pay which are attributable to the negligence of the other party in performing its obligations under this Agreement.

SECTION 19. GOVERNING LAW/CONFLICT OF INTEREST.

A. The parties shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the Parties to determine whether the provisions of this Agreement require formal modification.

B. The Parties and its respective agents shall abide by all ethical requirements that apply to persons who have a business relationship with the Parties as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. If the Parties have knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Agreement, the Parties shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Agreement.

C. The Parties warrant that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the Local, State, or Federal authorities, and agrees that it will immediately notify the other Party of any such actions.

D. The Parties warrant that Parties and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination.

SECTION 20. NON-DISCRIMINATION.

Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Parties covenant that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related

to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). The Parties certify compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Agreement, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the Parties. The Parties may be recipients of federal funds, and therefore, where applicable, the Parties and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

SECTION 21. NON-COLLUSION.

The undersigned attest, subject to the penalties for perjury, that the undersigned are the properly authorized representative, agent, member or officer of the Party. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of such Party, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned have knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Interlocal Agreement the Parties attest to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

SECTION 22. PUBLIC ACTION.


It is expressly acknowledged and stated that this Agreement is executed and entered into by City of Crown Point and Lake County after action by and each entity to approve the Agreement at a duly advertised Public Meeting of the following:

- A. By the City of Crown Point Board of Public Works on the 22nd day of March, 2023.
- B. By the Board of County Commissions of Lake County, Indiana, as the County the ____ day of March, 2023, by a vote of ____ in favor and ____ against and where the Lake County Auditor was directed to attest the action.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

WITNESS WHEREOF, the parties, by their duly authorized officials and representatives have caused this Agreement to be executed 22nd day of March, 2023.

CITY OF CROWN POINT, INDIANA
By and through its Board of Public Works
and Safety


By: X 
Peter Land, Mayor

By: X 
Andrew Kyres, Member

By: X 
Robert Clemons, Member

By: _____
James Crook, Member

By: _____
Bill Gomez, Member

Attest: X 
Dave Benson, Clerk/Treasurer

LAKE COUNTY, INDIANA

By: _____
Michael Repay, Commissioner

By: _____
Jerry Tippy Commissioner

By: _____
Kyle Allen, Commissioner

Attest: _____
Peggy Katona, Lake County Auditor

188-97
FINAL

WITNESS WHEREOF, the parties, by their duly authorized officials and representatives have caused this Agreement to be executed 22nd day of March, 2023.

CITY OF CROWN POINT, INDIANA
By and through its Board of Public Works
and Safety

By: _____
Peter Land, Mayor

By: _____
Andrew Kyres, Member

By: _____
Robert Clemons, Member

By: _____
James Crook, Member

By: _____
Bill Gomez, Member

Attest: _____
Dave Benson, Clerk/Treasurer

LAKE COUNTY, INDIANA

By: _____
Michael Repay, Commissioner

By: _____
Jerry Tippy, Commissioner

By: _____
Kyle Allen, Commissioner

Attest: _____
Peggy Katona, Lake County Auditor

188-97
FINAL

County has original

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF CROWN POINT AND LAKE COUNTY, INDIANA
FOR HERMITS LAKE WASTEWATER SERVICE AREA**

THIS AGREEMENT made and entered into this 9th day of September, 2015 by and between the CITY OF CROWN POINT, INDIANA, through its Board of Public Works & Safety (hereinafter referred to as "The City"), and LAKE COUNTY, INDIANA, through the Lake County Board of Commissioners (hereinafter referred to as "The County").

WITNESSETH:

WHEREAS, THE CITY operates and maintains a wastewater treatment facility servicing the City of Crown Point and its residents;

WHEREAS, THE CITY's Wastewater Treatment Facility has capacity to treat the volume of domestic wastewater generated by the homes in the Hermit's Lake Area at a combined average rate of 100 gallons per minute;

WHEREAS, THE COUNTY is the current owner of the Hermits Lake Sewer Treatment Plant, an infrastructure servicing approximately 205 single family homes in the Hermits Lake Subdivision, located in unincorporated Lake County, Indiana (hereinafter referred to as the "Hermits Lake Area") as shown and described on Exhibit "A" which is attached hereto;

WHEREAS, that presently Lake County's Hermits Lake Sewer Treatment Plant has reached the end of its useful service life, is prone to frequent breakdowns and failures, and could potentially fail to an extent resulting in serious environmental impact;

WHEREAS, the parties to this agreement believe it is in the best interests of all parties to have the domestic wastewater from the HERMITS LAKE AREA transported to and disposed of by THE CITY through its wastewater treatment facility;

WHEREAS, the terms of this Interlocal Cooperation Agreement are subject to final installation, inspection and approval of all infrastructure necessary to collect and transport domestic wastewater generated within the HERMITS LAKE AREA to THE CITY's existing downstream collection system and thence to its wastewater treatment facility;

WHEREAS, both THE CITY and THE COUNTY wish to establish appropriate flow allowances and rates for the treatment of sewage for the HERMITS LAKE AREA, if said infrastructure is completed and approved, and subsequent to this agreement becoming effective.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, THE CITY and THE COUNTY agree as follows:

1. That the HERMITS LAKE AREA is approximately described by the attached Exhibit "A".
2. That THE CITY'S only obligation will be to receive domestic wastewater from HERMITS LAKE AREA at the connection point as described herein at the flow rates proscribed below. THE COUNTY shall be responsible for all construction and maintenance of all infrastructure and improvements within HERMITS LAKE AREA.
3. THE CITY will accept and treat residential wastewater flow from HERMITS LAKE AREA, at an average flow rate not to exceed 100 gallons per minute (gpm) at any given time at the single point of connection. The method of calculation of AVERAGE FLOW and TOTAL FLOW shall be presented in accordance with Exhibit "B" which is attached hereto.
4. That THE CITY will issue monthly bills to THE COUNTY for the treatment of the domestic wastewater received from HERMITS LAKE AREA in accordance with Ordinance No. 1204 H-1 (City rate plus 25% for out of City customer) for wastewater treatment provided. Thereafter, THE COUNTY will pay all invoices within thirty (30) days of receipt and shall then be responsible for collection from residents.
5. That THE CITY shall have final design approval only of the connection point, metering and flow control devices to be installed at the expense of THE COUNTY. THE COUNTY agrees to calibrate said meter(s) in accordance with specifications and schedules set forth in Exhibit "B" which is attached hereto. Any metering device(s) shall be owned by THE COUNTY, installed by THE COUNTY and shall be maintained by THE COUNTY. However, THE CITY shall read the meter(s) for purposes of determining the monthly bill and said meter(s) shall be read on or about the first day of each month.
6. That the flow meter(s) referenced above shall be installed at a single point located on Exhibit "B" which is attached hereto.
7. THE CITY reserves the right to examine, test and inspect all aspects of the infrastructure design and installation by THE COUNTY for the collection and transfer of domestic wastewater from the HERMITS LAKE AREA.
8. That THE COUNTY shall be responsible for the construction of all infrastructure necessary for the collection and transfer of the domestic wastewater from each residence to the point of connection. The point of connection is defined as "that point where the sanitary sewer discharge line from the Hermits Lake area intersects the City of Crown Point Corporate Limit" and is shown on the appropriate sheets in the design drawings on Exhibit "A" which is attached hereto.
9. That this agreement is separate and distinct from any annexation considerations. Should annexation of the HERMITS LAKE AREA by THE CITY be contemplated at some future time, the management of wastewater from the HERMITS LAKE AREA shall be considered and included in the annexation proceedings as deemed appropriate at that time.

10. That THE COUNTY will be responsible to pay to THE CITY a one time tap-in fee of \$1,920.00 X 1.25 = \$2,400.00 per residence; 205 residences X \$2,400.00 = \$492,000.00 which is an initial cost to THE COUNTY. However, this amount is subject to a deferred tap-in fee reduction of 25% as indicated in paragraph 11 below.

11. To ensure full and timely payments by THE COUNTY to THE CITY, this initial tap-in fee is being reduced and deferred by a one time discount of 25%. Therefore, the initial tap-in fee from THE COUNTY to THE CITY is \$396,000.00 and shall be paid to THE CITY by THE COUNTY at any time prior to the physical transportation of any waste water into THE CITY'S sewer system. The deferred amount shall continue indefinitely as long as THE COUNTY pays THE CITY all current sewage charges due and owing within 90 days of any billing by THE CITY to THE COUNTY. In the event that THE COUNTY fails to pay THE CITY for any sewage charges billed within 90 days of said billing, then THE CITY, at its option, may assess and collect from THE COUNTY the deferred amount herein.

12. The initial tap-in fee referred to in paragraph 11 above shall be paid by THE COUNTY to THE CITY no later than the 1st day of October, 2015.

13. There are several undeveloped lots within the HERMITS LAKE AREA. Should residences be constructed on these lots, the tap-in fee per the current City Ordinance shall be paid to THE CITY before a building permit is issued.

**City of Crown Point, Indiana, by its
Board of Public Works**

Date: 9-9-15


HONORABLE DAVID D.F. URAN, MAYOR

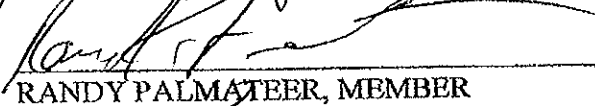
Date: 9-9-15


ROBERT CLEMONS, MEMBER

Date: 9-9-15


MIKE CONQUEST, MEMBER

Date: 9-9-15


RANDY PALMATEER, MEMBER

Date: 9-9-15


TIM GRZYCH, MEMBER

Lake County, Indiana, by its Board of Commissioners

Date: 9-16-15

Roosevelt Allen, Jr. D.H.

ROOSEVELT ALLEN, JR., 1st DISTRICT

Date: 9-16-15

Gerry Scheub

GERRY SCHEUB, 2nd DISTRICT

Date: 9-16-15

Mike Repay

MIKE REPAY, 3rd DISTRICT

REAL ESTATE DONATION AGREEMENT

THIS REAL ESTATE DONATION AGREEMENT (hereinafter "Agreement"), made and entered into by and between **Edward J. Hein** and **LBL Development LLC** (hereinafter collectively "Donor") and **CITY OF CROWN POINT, INDIANA** (hereinafter "City").

WITNESSETH:

Donor hereby agrees to donate to City, and City hereby agrees to accept from Donor, the real estate (including any improvement or improvements now or hereafter located on it) in Lake County, Indiana consisting of approximately 44 acres and generally depicted on Exhibit A attached hereto (such real estate, including improvements, being hereinafter called the "Real Estate") to be used only for public purposes as a sanitary sewer treatment facility and related activities upon the following terms and conditions:

SECTION 1. DONATION AND POSSESSION.

1.01. Donation. The donation of the Real Estate shall occur within thirty (30) days of the items listed in Section 3 being completed ("Donation Date"). On the Donation Date, Donor shall deliver to City a duly executed and acknowledged Warranty Deed conveying marketable title in fee simple to the Real Estate, free and clear of any and all liens, encumbrances, conditions, easements, assessments, reservations and restrictions other than those of record as reflected in the Title Report and Survey, as hereinafter defined, and the restriction that the Real Estate is to be used for a sewer treatment facility and related activities, and all other documents necessary to close this transaction.

1.02. Fees. Donor and City shall be separately responsible for any expenses or fees each party separately expends related to this transaction including but not limited to attorney fees, survey expenses, deed preparation, title search fee, and title policy premiums.

1.03. Possession. Upon execution of this Agreement, City shall have a license to enter onto the Real Estate for any and all purposes of preparing to utilize the Real Estate for the purposes set forth herein. City shall have full and complete possession of the Real Estate on the Donation Date. Donor shall maintain liability insurance on the Real Estate until the Donation Date and the risk of loss shall pass to the City upon the Donation Date.

SECTION 2. TAXES AND ASSESSMENTS

2.01. Taxes. Donor agrees to pay any and all taxes and assessments on the Real Estate, if any, due until title is transferred to City at the Donation Date and the parties further agree that the taxes and assessments on the Real Estate shall be prorated until the Donation Date on a calendar year basis as of the day immediately prior to such date.

2.02. Penalties. Donor hereto agrees to pay any penalties, whether in the form of interest or otherwise, in connection with the late or untimely payment of such taxes, assessments or charges, for which they are responsible under this Section.

SECTION 3. EVIDENCE OF TITLE AND SURVEY.

3.01. Title Insurance. City acknowledges that the City may obtain a title commitment issued by the title company selected by the City ("Title Report") for the City's review. It is understood and agreed that Donor is not obligated to secure issuance of an Owner's title insurance policy but that City may obtain such a policy at its discretion and expense on or after the Donation Date. Donor agrees to transfer the Real Estate to the City free and clear of any encumbrances.

3.02. Survey. Donor shall have prepared a survey to legally describe the Real Estate. The Donor and City shall reasonably work together on the final legal description of the Real Estate, which is part of a larger parcel of property owned by Donor to allow for the Real Estate to be not less than 44 acres.

SECTION 4. ASSIGNMENT.

4.01. With notice to the City, Donor may assign this Agreement to a to be formed entity in which Donor owns.

SECTION 5. ACCEPTANCE.

5.01. Acceptance. The City has performed its inspections of the Real Estate herein described and upon the Donation Date the City will be deemed to accept the Real Estate in its present condition. Donor shall not in any way change the condition of Real Estate or the improvements or natural growth upon the Real Estate from the date of execution of this Agreement through the Donation Date.

SECTION 6. SANITARY SEWER AND WATER SERVICE.

6.01. Invert Elevation. The City covenants and agrees that as part of its Waste Water Treatment Plant construction, and within five (5) years of the Donation Date, that the City, at its cost, will install two (2) receiving pipes which shall provide non-exclusive service to the Donor's property and such receiving pipes shall be constructed in the public right of way along 121st Ave. and at the south property line of the Real Estate in accordance with Exhibit B attached hereto and incorporated herein by reference.

6.02. Sanitary Sewer Service. The City covenants and agrees within five (5) years of the Donation Date that the City will provide availability for sanitary sewer service connections by the Donor for real estate which may be owned by Donor as such real estate is generally depicted on Exhibit C subject to Donor's compliance with all ordinance requirements and the usual and customary processes for connection to the City of Crown Point utility infrastructure system. However, in the event that any part of Donor's property depicted on Exhibit C is located within the jurisdiction of a municipality other than the City or Lake County at the time such service is requested for connection to such property, the City must be provided with a written request and consent to service by such municipality.

This Section 6.02 in no way obligates the City to run/install sanitary sewer lines/pipes to service any of the Donor's real estate whether depicted on Exhibit C or otherwise, except as provided in Section 6.01 and the installation of such lines as described in Section 6.01 and the City allowing Donor to connect to and utilize such lines going to a functional treatment facility shall constitute "providing service" for purposes of this Agreement.

6.03. Water Service. The City covenants and agrees within five (5) years of the Donation Date that the City will provide availability for water service connections by the Donor for real estate which may be owned by Donor as generally depicted on Exhibit C subject to Donor's compliance with all ordinance requirements and the usual and customary processes for connection to the City of Crown Point utility infrastructure system. However, in the event that any part of Donor's property depicted on Exhibit C is located within the jurisdiction of a municipality other than the City or Lake County at the time such service is requested for connection to such property, the City must be provided with a written request and consent to service by such municipality.

This Section 6.03 in no way obligates the City to run/install water service lines/pipes to service any of the Donor's real estate whether depicted on Exhibit C or otherwise.

6.04. Connection Fees. The terms of this Agreement in no way shall provide Donor with any waiver of water, sewer, connection, development or user fees which are required by City Ordinance. Moreover, Donor acknowledges that certain water, sewer, connection, development or user fees will be applicable to any residential or commercial development it intends to proceed upon within the area described on Exhibit C and agrees to pay the enacted Ordinance fees.

SECTION 7. GENERAL AGREEMENTS.

7.01. This Agreement shall bind and inure to the benefit of the parties and their heirs, personal and legal representatives, successors and assigns, and shall be interpreted under the laws of the State of Indiana.

7.02. Headings are for reference only, and do not affect the provisions of this Agreement. Where appropriate, the masculine gender shall include the feminine or the neuter, and the singular shall include the plural.

7.03. If any action of law or in equity shall be brought for any recovery sought under this Agreement, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms or conditions of this Agreement, each party shall be responsible for its own attorney's fees and shall not seek attorney's fees from the other party.

7.04. The failure or omission of either party to enforce any of his rights or remedies upon any breach of any of the covenants, terms or conditions of this Agreement shall not bar or abridge any of his rights or remedies upon any subsequent default.

7.05. The provisions of this Agreement shall survive the Donation Date.

7.06. Any notices to be given hereunder shall be in writing and deemed sufficiently given when (1) served on the person to be notified, or (2) placed in an envelope directed to the person to

be notified at his last known address and deposited in a United States Post Office mail box, certified or registered, postage prepaid.

The address of the Donor is: Edward J. Hein/LBL Development LLC
c/o Timothy R. Kuiper
Austgen Kuiper Jasaitis P.C.
130 N. Main Street
Crown Point, Indiana 46307
tkuiper@austgenlaw.com

The address of the City is: City of Crown Point, Indiana
101 North East Street
Crown Point, IN 46307

With copy to: City of Crown Point Legal Department
P.O. Box 794
Crown Point, IN 46308

IN WITNESS WHEREOF, City and Donor have executed this Agreement on this _____ day of _____, 2023.

By: 
Edward J. Hein

Attest:



LBL Development LLC
By Lotton Development, Inc., its manager

By: 
John Lotton, President

Attest:



CITY OF CROWN POINT, INDIANA

By: _____
Peter D. Land, Mayor

Attest:

Dave Benson, Clerk/Treasurer

Exhibit A



EXHIBIT B

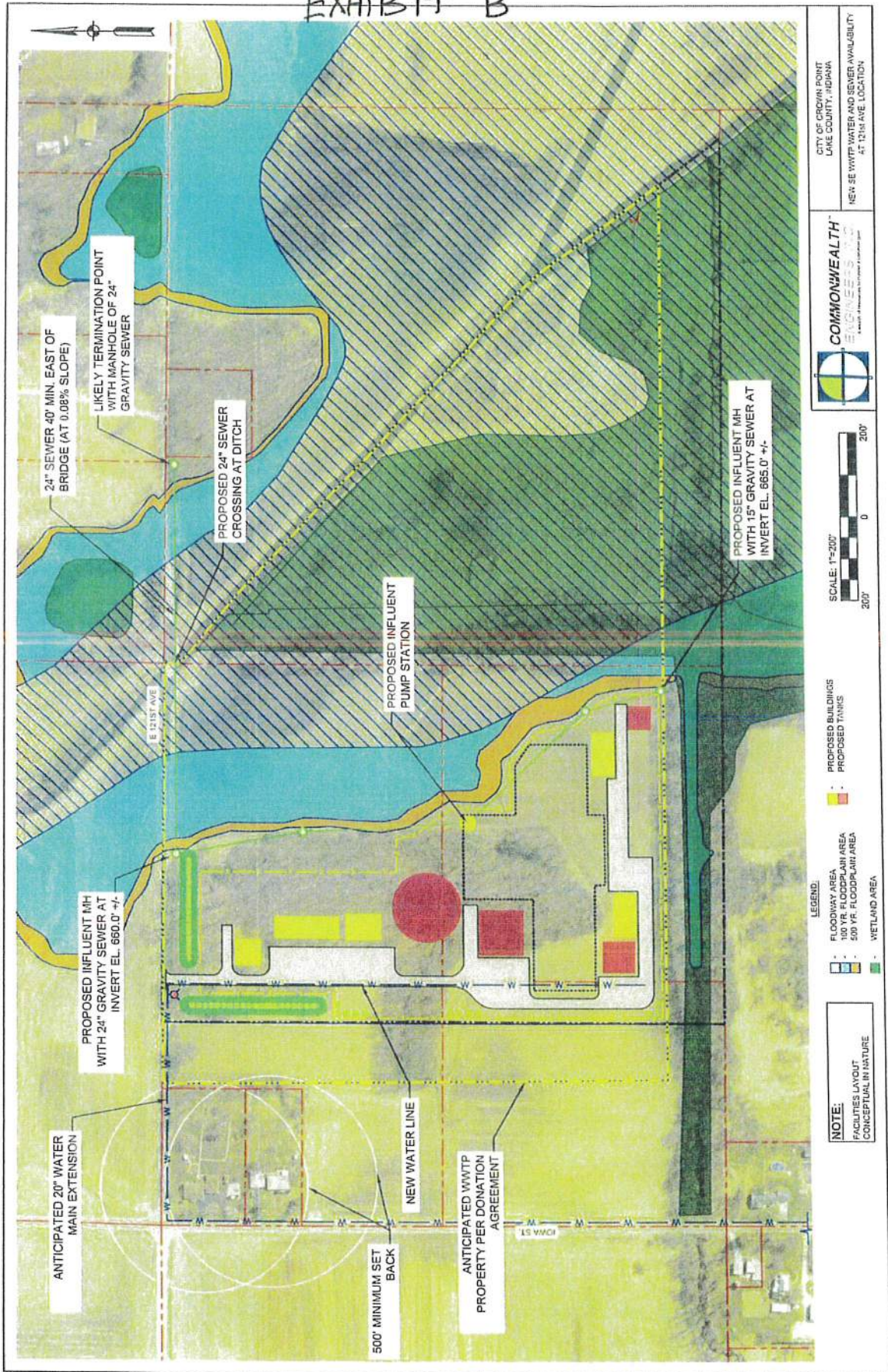
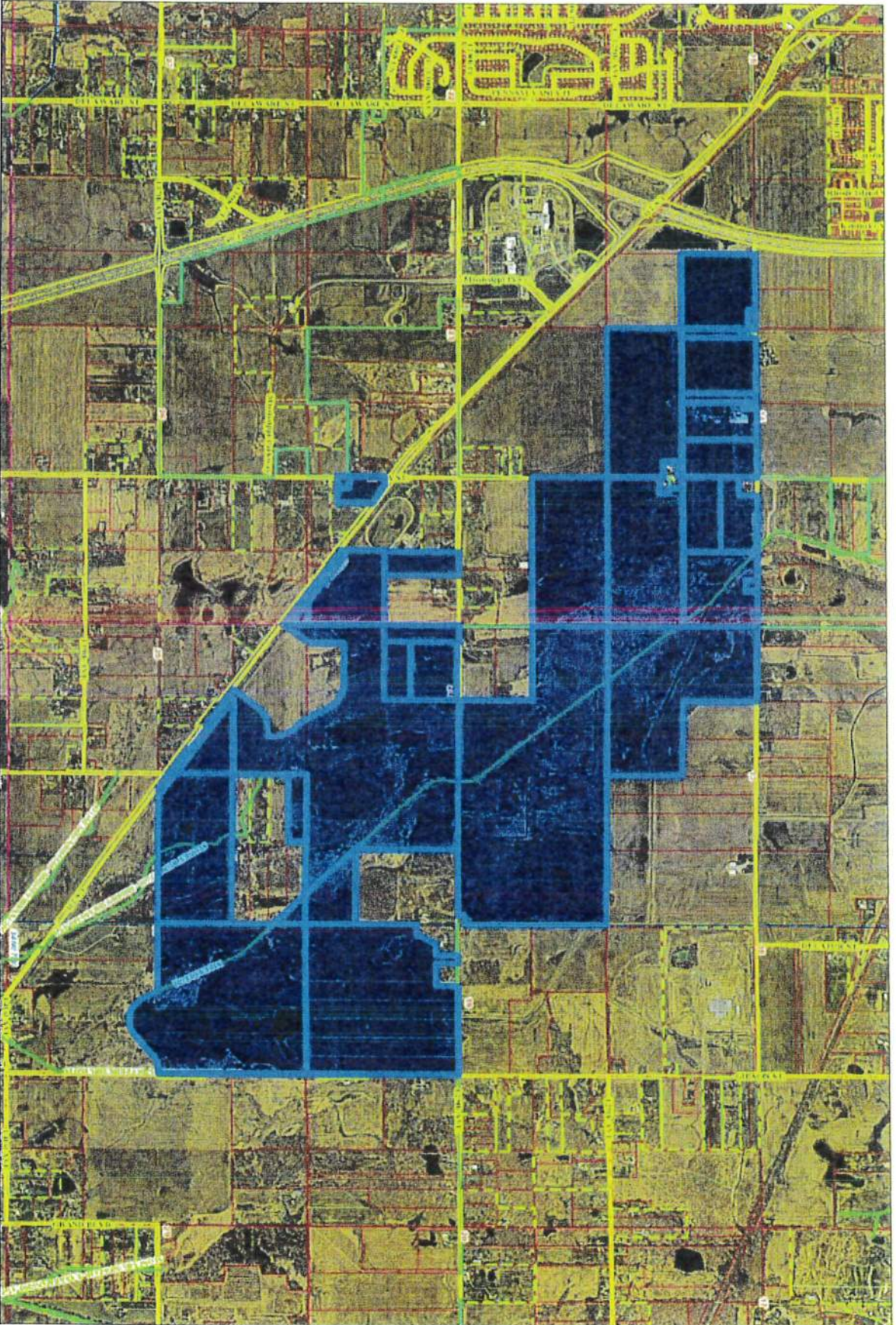


EXHIBIT C



Sanitary and Water Utility Commitment Extents
Web Print 02/15/2023

This map is a user generated static output from an internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

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