

STATE OF INDIANA
INDIANA UTILITY REGULATORY COMMISSION

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

THE CITY OF CROWN POINT, INDIANA'S SUBMISSION OF
THE VERIFIED REBUTTAL TESTIMONY AND EXHIBITS OF
GREGORY T. GUERRETTAZ

Petitioner/Intervenor, the City of Crown Point, Indiana, by counsel, submits the Verified
Rebuttal Testimony of and Exhibits of Gregory T. Guerrettaz in this Cause.

Respectfully submitted,

/s/ Mark W. Cooper
Mark W. Cooper, an Attorney for the
City of Crown Point

/s/ Robert M. Glennon
Robert M. Glennon, Attorney for
Crown Point, Indiana

CERTIFICATE OF SERVICE

The undersigned certifies that a copy of the foregoing has been served upon the following counsel of record by electronic mail this 26th day of September 2025:

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

**VERIFIED REBUTTAL TESTIMONY
of
GREGORY T. GUERRETTAZ**

**On Behalf of Petitioner
The City of Crown Point, Indiana**

Crown Point's Exhibit No. 7

1 **INTRODUCTION**

2 **Q1. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

3 A1. My name is Gregory T. Guerrettaz.

4 **Q2. BY WHOM AND IN WHAT CAPACITY ARE YOU EMPLOYED?**

5 A2. I and my firm Financial Services Group ("FSG") provide financial consulting services to
6 the City of Crown Point, Indiana ("Crown Point" or the "City").

7 **Q3. ARE YOU THE SAME GREGORY GUERRETTAZ WHO PRE-FILED DIRECT**
8 **AND RESPONSIVE TESTIMONY IN THIS CAUSE?**

9 A3. Yes.

10 **Q4. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY IN THIS**
11 **PROCEEDING?**

12 A4. The purpose of my testimony is to respond to the responsive testimony of the Town of
13 Winfield, Indiana's ("Winfield") witnesses Zach Beaver, Michael Duffy, and Jennifer
14 Wilson regarding cost of sewer service, the financial ability of either Crown Point or
15 Winfield to serve the Disputed Area¹, long-term planning, and certain regulatory concerns
16 raised by Winfield.

17 **Q5. ARE YOU SPONSORING ANY ATTACHMENTS TO YOUR TESTIMONY?**

18 A5. Yes, please see Exhibit 7-1 and Exhibit 7-2.

19 **RESPONSE TO WINFIELD TESTIMONY ON COMPARATIVE CURRENT COST**
20 **OF SEWER SERVICE**

¹ "Disputed Area" refers to the overlapping area in Lake County in which both Winfield and Crown Point are seeking to become the exclusive provider of wastewater service.

1 **Q6. MS. WILSON ARGUES THAT YOUR RESPONSE TO QUESTION 14 IN YOUR**
2 **VERIFIED DIRECT TESTIMONY STATING THAT THE DIFFERENCES IN**
3 **SEWER RATES SHOULD NOT BE A “CONTROLLING OR POWERFUL**
4 **FACTOR” IN DETERMINING WHICH UTILITY WILL SERVE A DISPUTED**
5 **AREA IS “ENTIRELY INCONSISTENT WITH THE PLAIN, UNAMBIGUOUS**
6 **LANGUAGE” OF INDIANA CODE § 8-1.5-6-8(G). HOW DO YOU RESPOND?**

7 **A6.** Ms. Wilson clearly mischaracterizes my testimony. The effect of a commission order on
8 customer rates for service in the regulated territory is one of five criteria the commission
9 is to consider. The weight that the commission will give to any of these factors depends
10 on the facts of each individual case. Under the present facts Winfield’s current rates are
11 not a valid measurement of what customers in the Disputed area will have to be charged if
12 Winfield were to make service available. I did not state that rates should not be considered
13 at all by the Commission, but rather that a consideration of rates is not the only factor for
14 the Commission to consider and that a heavy or controlling focus on Winfield current rates
15 is misleading and inappropriate. For example, for the many reasons stated in my
16 Responsive Testimony Winfield’s rates and charges are artificially low, should be
17 increased and will need to be increased. Notably, Winfield’s use of Municipal Building
18 Corporation Bonds requires all Winfield property tax payers, even those not receiving
19 sewer service, to pay rent on Winfield’s municipal buildings. The phantom sewer charge
20 for that rent payment recovered from an owner of a \$350,000 building is about \$20 per
21 month. As property tax reform in Indiana takes place due to Senate Bill 1 the day is coming
22 when that property tax component may have to be shifted back to Winfield residential
23 ratepayers. The Legislative Service Agency estimates that Winfield will lose \$261,900 of

1 property taxes in 2026 and that loss will increase to \$558,050 in 2027 as reported in the
2 LSA Fiscal Impact of SB1 Prepared by Office of Fiscal and Management Analysis,
3 Legislative Service Agency, April 9, 2025. My Responsive testimony lists several other
4 reasons why Winfield's argument of touting currently lower rates should be given little
5 weight by the Commission. See my Responsive Testimony pgs. 7-11. As I previously
6 testified Winfield's cost of its proposed system to serve its requested regulated territory
7 are huge for the small Town of Winfield. To think that a developer will be interested in or
8 willing to pay all those costs is not realistic. The facts of this case support that Winfield's
9 currently lower rates should not be controlling or given great weight in assigning an
10 exclusive service territory.

11 **Q7. MS. WILSON FURTHER ARGUES THAT YOUR STATEMENT MADE IN**
12 **RESPONSE TO QUESTION 14 OF YOUR VERIFIED DIRECT TESTIMONY**
13 **REGARDING THE CONSIDERATION OF RATES IS INCONSISTENT WITH**
14 **THE COMMISSION'S JULY 16, 2025 ORDER IN CAUSE NO. 46087. DO YOU**
15 **AGREE?**

16 A7. No. Again, my point is not that rates should not be considered at all, my point is that
17 Winfield's artificially low rates, which will go up should not be determinative. While the
18 Commission noted that Anderson's rates were lower than Pendleton in its Order in Cause
19 No. 46087, that was not the only factor weighing against Pendleton's request for an
20 exclusive service territory that was denied by the Commission. Every one of the five
21 statutory factors considered by the Commission in that case weighed against Pendleton and
22 in favor of Anderson. The current rate situation in that case is distinguishable from the one
23 with Anderson. Anderson did not have Municipal Corporation bonds that require all

1 property tax payers, sewer customers or not, to pay municipal building rent to subsidize
2 current sewer rates.

3 Anderson described what its future five phase rates would be to pay for its PER
4 capital improvement programs. Winfield has not calculated what its future rates will be
5 with completion of any construction to serve the Disputed Area or the remainder of its
6 requested territory. In fact, it has not even estimated what those costs would be. Crown
7 Point on the other hand has already implemented its two-phase rate increase to fund the
8 first three phases of its IDEM required four phase construction program. As I describe
9 later herein a third phase rate increase is not needed to fund the last construction phase,
10 Phase 4. Winfield does not have a PER or a real plan for construction of the conveyance
11 plant needed to serve the Disputed Area, instead offering up two possible scenarios one for
12 approximately \$25 million and one at approximately \$30 million, as estimated by Mr.
13 Stong, contending that a plan as you go approach allows greater flexibility.

14 Anderson had a PER and a real plan. Crown Point has a PER for treatment plant
15 and a real plan cooperatively designed with the developer for serving the Disputed Area
16 with low cost-efficient gravity flow conveyance lines for approximately \$5 million.
17 Winfield's rates may seem low, but are artificially low for the reasons I have previously
18 discussed; municipal corporation bonds, lack of debt service to pay for its full capital plans,
19 etc. Ms. Wilson often uses 5,000 gallons per month (GPM) to describe Crown Point
20 customer costs rather than the 4,000 GPM normally used as a benchmark by the commission
21 and other agencies, thus trying to make Crown Point monthly bill look higher. For Example
22 Ms. Wilson does this on page 8 and again in her Summary of Rates and Charges Table 1
23 on p. 10.

1 In my opinion all of the factors of Indiana Code § 8-1.5-6-8 clearly weigh in Crown
2 Point's favor. Crown Point is better able to serve the Disputed Area. First, as detailed by
3 Mr. Stong, Crown Point service will be made through low capital cost low O&M cost
4 gravity sewers with no lift stations needed. The lynchpin Disputed Area developer,
5 coordinated efforts with Crown Point in the design of a highly efficient low cost \$5 million
6 conveyance system and fully supports it. The same developer has testified that rather than
7 take service from Winfield, it will sell and not develop its property.

8 Winfield on the other hand suggests a conveyance system to serve the Disputed
9 Area estimated to cost \$29.7 million, several times higher than Crown Point's plan and
10 Winfield requires the installation of two new lift stations and the upsizing of another lift
11 station, with the attendant ongoing future high O&M costs. As Mr. Stong explains, Crown
12 Point's new SE WWTP will have ample capacity and be completed on time for future
13 development plans.

14 Crown Point's effect on economic development in the Disputed area is totally
15 positive while Winfield's is totally negative. Crown Point's low-cost gravity flow
16 conveyance system will cost developers much less than Winfield's costly lift station system
17 and thereby encourage development.

18 The history of service in the disputed area favors Crown Point because it already
19 has a contract to offer sewer service to development in the Disputed Area. Winfield has
20 no service contract or history in the Disputed Area.

21 **Q8. WINFIELD PLACES SIGNIFICANT EMPHASIS ON THE 2007 AGREED**
22 **JUDGEMENT AND 2023 AGREED ORDER CROWN POINT ENTERED INTO**
23 **WITH IDEM (THE "IDEM ENFORCEMENT ORDERS") AND RELATED**

1 COMPLIANCE COSTS IN ITS TESTIMONY; SHOULD UTILITIES BE
2 PENALIZED FOR INCURRING COSTS TO COMPLY WITH IDEM
3 ENVIRONMENTAL REQUIREMENTS?

4 A8. No. Combined sewer operations ("CSO") like Crown Point's should not be penalized in
5 disputed area competition for incurring the capital costs needed to comply with IDEM
6 environmental requirements. Doing the right thing should not result in the punishment of
7 being denied the opportunity to provide sewer service where it has been requested,
8 particularly when it already has a contract to offer that service where requested, where
9 sewer service will promote economic development, and where the evidence shows the cost
10 of another utility to serve that area is so great, and the system for doing so is very complex
11 and challenging that it can not be reasonably made available.

12 Q9. MS. WILSON ALSO ARGUES THAT, EVEN IF INDIANA CODE § 8-1.5-6-8(G)
13 AND COMMISSION PRECEDENT DID NOT MANDATE THE COMMISSION
14 TO CONSIDER SEWER RATES AND CHARGES WHEN MAKING ITS
15 DECISION, YOUR RATIONALE REGARDING THE CONSIDERATION OF
16 RATES IGNORES THE FACTS AND IS INCONSISTENT WITH YOUR MOST
17 RECENT STATEMENTS ON THE ISSUE. HOW DO YOU RESPOND?

18 A9. Again, Ms. Wilson mischaracterizes my testimony. I have not ignored anything about
19 Winfield's artificially low rates that will substantially increase if Winfield were to find a
20 developer willing to pay Winfield's massive capital costs and thereafter actually provide
21 service to the Disputed Area, rather than just realize its desire to control that area and
22 throttle its development.

Q10. WINFIELD ARGUES CROWN POINT'S RATES AND CHARGES WOULD BE A SIGNIFICANT DETERRENT TO ECONOMIC DEVELOPMENT IN THE DISPUTED AREA. DO YOU AGREE?

A10. No. As noted above, Winfield's current rates and charges are artificially low, and would have to be increased in order to adequately service the Disputed Area. Further, Crown Point's Director of Economic Development Mr. Falkowski and Developer's witness Mr. Salatas, President of the Lake County Economic Development Alliance and experts in both testify Crown Point's rates are not a deterrent to economic development in the Disputed Area. I agree with them.

Q11. MS. WILSON STATES THAT CROWN POINT DOES NOT YET HAVE A PLAN TO FINANCE THE SERIES OF LIFT STATION IMPROVEMENTS TO DIVERT FLOWS FROM CROWN POINT TO THE NEW SE WWTP (PHASE 4) BY JANUARY 1, 2028, AS PROPOSED BY CROWN POINT. HOW DO YOU RESPOND?

A11. She is incorrect. As I previously testified Crown Point has a number of options to allow it to timely finance Phase 4 construction, the final phase of our construction program that has been previously approved by IDEM. I note that Phase 4 construction is the lowest cost of the 4 Phase construction program. Phases 1-3 have all been approved by the State revolving fund SRF with low cost SRF funding. Phase 4 will also be successfully financed on time to comply with the construction schedule. Absent some unforeseen event, Phase 4 will be financed without an additional base rate increase.

Q12. HOW WILL PHASE 4 CONSTRUCTION FINANCING BE FUNDED?

1 A12. We have closely examined the available funding sources. Funds for timely payment of
2 Phase 4 debt service are available from: Tax Increment Financing (“TIF”) revenues, current
3 debt service free up of available revenues by fully amortized bonds, increased storm water
4 revenue and revenues from customer growth occurring in 2025, 2026 and part of 2027.
5 Crown Point also annually receives additional fixed cost contribution from customer
6 growth. Annually customer growth has been about 200 new customers per year. I again
7 point out that storm water charges are only paid by in City customers, not out of City
8 customers. I am confident these funding sources will cover Phase 4 debt service.

9 **Q13. MS. WILSON ARGUES THAT YOUR DISCUSSION IN YOUR AUGUST 7, 2025**
10 **DEPOSITION STATING CROWN POINT MAY CONSIDER USING OTHER**
11 **CITY REVENUES TO PAY FOR THE PHASE IV IMPROVEMENTS THAT ARE**
12 **REQUIRED BY THE IDEM ENFORCEMENT ORDERS, INCLUDING THE**
13 **POTENTIAL IMPLEMENTATION OF A FOOD AND BEVERAGE TAX, IS**
14 **INCONSISTENT WITH YOUR DIRECT TESTIMONY AND “APPEARS TO**
15 **[EMBRACE] THE VERY CONCEPTS [YOU] REJECTED IN [YOUR] PREFILED**
16 **DIRECT TESTIMONY.” HOW DO YOU RESPOND?**

17 A13. TIF revenue is based on capturing incremental property taxes from new development. This
18 is different from the Winfield municipal building rent payments method which places a
19 new property tax rate on all property owners inside the Town. The Food and Beverage tax
20 would not be a forced property tax increase on current residents. Food and Beverage would
21 be collected from people from all over Indiana and elsewhere who visit Crown Point for
22 its social, entertainment’ and athletic opportunities and eat and drink at its many restaurants
23 and entertainment locations.

1 **Q14. MS. WILSON NOTES THAT THE INITIAL RATE ORDINANCE INTRODUCED**
2 **BY CROWN POINT IN FEBRUARY 2025 PROVIDED A THREE-PHASE**
3 **INCREASE, IN WHICH A THIRD PHASE OF THE PROPOSED RATE**
4 **INCREASE (AT 26%) WAS INSINUATED TO BE NEEDED TO COVER THE**
5 **PRINCIPAL AND INTEREST ON BONDS THAT COULD BE ISSUED TO PAY**
6 **FOR THE PHASE IV IMPROVEMENTS REQUIRED BY THE IDEM**
7 **ENFORCEMENT ACTIONS. HOW DO YOU RESPOND?**

8 A14. As I have previously stated multiple times in Winfield's deposition of me, the hypothetical
9 Phase 3 rate increase was simply an illustration to show what the Phase 4 construction
10 program would cost if covered only by rates. I also explained Crown Point has several
11 financing options for Phase 4 construction. Nonetheless, Winfield desperately keeps trying
12 to incorrectly argue the purely illustrative phase 3 increase is needed, without her even
13 addressing that Winfield's rates will go up.

14 **Q15. MS. WILSON STATES CROWN POINT HAS NOT BEEN TRANSPARENT WITH**
15 **ITS PROPOSED RATE INCREASES, AND THAT YOUR FEBRUARY 14, 2025**
16 **REPORT WHICH IS THE BASIS FOR CROWN POINT'S MOST RECENT RATE**
17 **INCREASE FAILS TO MEET GENERALLY ACCEPTED STANDARDS FOR**
18 **DEMONSTRATING A RATE INCREASE. HOW DO YOU RESPOND?**

19 A15. I strongly disagree. First the phase 1 and phase 2 rate increases are already in place. That
20 is transparent. Crown Point's rates and information about its 4 Phase construction program
21 are the web and in public documents. I have previously testified Crown Point has several
22 options for financing the final Phase 4 construction program, and in this testimony have
23 described the funding sources to be used for Phase 4 construction and that a third phased

1 rate increase will not be needed. Second, SRF and IDEM have accepted our accounting
2 report as reasonable for purposes of issuing bonds, showing adequate operating revenues
3 and ability to pay for construction programs. My Responsive Testimony described the
4 many shortcomings of Ms. Wilson's report including the failure to make obviously need
5 expense adjustments. It is Winfield that lacks transparency. Paying rent on its own
6 municipal buildings to finance sewer utility construction cost, thereby creating a phantom
7 sewer rate increase paid by property taxpayers is not a transparent way to disclose actual rates
8 or to meet sewer revenue requirements. Similarly, in initiating this Cause to not notify the
9 commission of Crown Point's previously approved municipal Regulatory Ordinance, nor
10 notify the Commission of Developer / Crown Point Donation Agreement sewer service
11 contract was absolutely not transparent to any party and perhaps most importantly the
12 commission.

13 Ms. Wilson is mistaken. Our Accounting Report does meet generally accepted
14 standards. It was approved by SRF and reviewed by SRF's outside accounting firm for the
15 City's ability to issue over \$63,000,000 of bonds. The City of Crown Point report follows
16 SRF requirements and the rate structure follows long-time standards that began when
17 Crown Point's rates were under the control of EPA Region 5 which was handed over to
18 IDEM, when IDEM was given rate authority by EPA Region 5. Crown Point wastewater
19 had to comply with their requirements or be turned down for Grants and Loans in the past.
20 Ms. Wilson knows this from many years ago when she and I were at the same firm, and
21 she was assisting Fort Wayne in EPA Region 5.

22 **Q16. WINFIELD WITNESSES BEAVER AND WILSON REPEATEDLY NOTE THAT**
23 **CROWN POINT'S CURRENT CONNECTION CHARGES ARE HIGHER THAN**

1 **WINFIELD'S, AND, WITH PLANNED INCREASES TO CROWN POINT'S**
2 **SYSTEM DEVELOPMENT CHARGE, CROWN POINT COULD HAVE**
3 **CONNECTION FEES THAT ARE MORE THAN THREE TIMES HIGHER THAN**
4 **WINFIELD'S CONNECTION CHARGES. HOW DO YOU RESPOND?**

5 A16. Crown Point's connection charges are currently higher than Winfield's because Crown
6 Point has more investment in its current utility system. Connection charges are paid by
7 the developer, who may include all, part, or none of that cost in lot prices depending on
8 market conditions. The primary Disputed Area Developer has voiced no opposition to
9 those charges. As I detailed in my Direct testimony, Winfield's current rates and charges
10 are artificially low. If Winfield were granted its requested service territory, Winfield will
11 be required to significantly increase its rates and charges in order to try to provide service
12 and/or try to hold the developer hostage for huge capital contributions.

13 **Q17. MS. WILSON STATES THAT, BASED ON STATEMENTS PROVIDED AT A**
14 **FEBRUARY 3, 2025 CITY COUNCIL MEETING, CROWN POINT HAS USED**
15 **CONNECTION CHARGES FOR OPERATIONAL EXPENSES RATHER THAN**
16 **MAKING CAPITAL IMPROVEMENTS REQUIRED BY THE INDIANA**
17 **DEPARTMENT OF IDEM, AND THAT CROWN POINT APPEARS TO INTEND**
18 **TO CONTINUE TO DO SO. HOW DO YOU RESPOND?**

19 A17. Crown Point also uses connection charges for primarily capital expenses. All System
20 Development Charges ("SDC") are deposited in the Utilities Improvement Fund and only
21 used for capital expenses. This will continue to be the case.

22 **Q18. MS. WILSON STATES, "SYSTEM DEVELOPMENT CHARGES SHOULD BE**
23 **USED FOR CAPITAL PROJECTS SUCH AS EXPANDING THE CAPACITY OF**

**CROWN POINT'S SYSTEM OR PAYING FOR THE IMPROVEMENTS
REQUIRED BY THE IDEM ENFORCEMENT ORDERS, NOT FOR
APPLICATION TO OPERATING EXPENSES." HOW DO YOU RESPOND?**

A18. Winfield's dramatization of the SDC revenue being "cannibalized" is simply not true. Crown Point did correctly use its SDC revenue to pay for capital projects. SDC revenue goes into Fund # 6203 and is only used for capital projects. My attached Exhibit 7-1, clearly shows that over the last 6 years, even if you take the tap charges and connection fees out Crown Point has covered its operating cost with the exception of one year in which expenses exceeds revenue by less than \$100,000.

**Q19. CITING STATEMENTS, YOU SUPPOSEDLY MADE AT A CROWN POINT
PUBLIC HEARING HELD BY ITS CITY COUNCIL ON MARCH 3, 2025 AS
WELL AS STATEMENTS MADE IN YOUR AUGUST 7, 2025 DEPOSITION, MS.
WILSON CLAIMS THAT CROWN POINT IS CONSIDERING A
"SIGNIFICANT" INCREASE TO ITS SDC'S . HOW DO YOU RESPOND?**

A19. I note again that Winfield's rates and charges are artificially low. However, the City is investing over \$200,000,000 in its Wastewater Utility. These new capital additions will be included in future SDC calculations and may result in a higher SDC in the future.

**Q20. WINFIELD REPEATEDLY STATES THAT IT DOES NOT INCLUDE A 25%
OUT-OF-TOWN SURCHARGE FOR USAGE, UNLIKE CROWN POINT. HOW
DO YOU RESPOND?**

A20. Surcharges to out-of-town customers are permitted under Indiana law, and are logical given that those out of town customers do not pay taxes to the municipality providing utility service to them. City offices and department heads are paid by the general fund but they

1 provide service to all the utility customers, including out of town customers. It is lawful
2 and appropriate that out-of-town customers pay a higher rate to cover those costs and for
3 the privilege of receiving municipal service where otherwise no service is available. Also,
4 the development could request to be annexed and the 25% would not be charged.
5 Importantly, nothing prevents Winfield from approving an out-of-town surcharge if it ever
6 gets out of town customers. In response to Developer discovery Winfield would not
7 commit to not charging an out-of-town rate.

8 **Q21. MR. DUFFY STATES THAT CROWN POINT HAS “ONE OF THE HIGHEST**
9 **SEWER RATES OF WHICH I AM AWARE IN THE STATE OF INDIANA.” HOW**
10 **DO YOU RESPOND?**

11 A21. Again, looking at current rates is not a strong basis for deciding who will serve the Disputed
12 Area as Crown Point's rates reflect the cost of it Four Phase construction program.
13 Winfield's rates are artificially low and will increase if its territory request is granted.
14 Crown Point sewer system has been in operation since 1952. Like other Sewer system from
15 that era it is a CSO. CSO systems require capital improvements and replacements, which
16 in turn are recovered in rates. As other CSO's design and construct the plant needed to
17 meet the challenges of wet weather flows their rates will also increase. Crown Point is
18 meeting the CSO challenge and with full IDEM and SFR approval is modernizing its
19 system to control wet weather flows, improve the environment and provide the treatment
20 capacity needed to meet the growing demand for sewer service and economic development
21 opportunities in and near Crown Point. No further rate increase is needed to complete the
22 construction program and the addition of new customers will create the opportunity to
23 decrease rates. Any concern about Crown Point's rates should be reduced by the many

1 new expansion area customers that will contribute to fixed cost collection, and offer the
2 opportunity for lower rates.

3 If and when Winfield provides additional sewer service inside the town its rates and
4 or hidden property taxpayer subsidy will increase. Similarly, the major capital costs of
5 serving the Disputed Area would also increase Winfield's rates dramatically. Comparing
6 Crown Point's rates to those listed in the Commission's most recent wastewater bill
7 survey is not reflective of future rates.

8 **Q22. MR. BEAVER STATES "THERE IS NO INDICATION THAT CROWN POINT**
9 **CONSIDERED PHASING IN [ITS] IMPROVEMENTS OR THAT IT**
10 **ATTEMPTED TO IN ANY WAY...REDUCE THE FINANCIAL IMPACT TO THE**
11 **OUT-OF-TOWN CUSTOMERS." DO YOU AGREE WITH HIM?**

12 A22. No. We have used a phased approach. Crown Point's construction program that is designed
13 to meet IDEM's required control of wet weather flows and provide needed treatment
14 capacity is being completed in 4 Phases. Moreover, the attendant rate increase is in two
15 phases. Winfield is not the white-hatted champion of out-of-town customers. It is simply
16 grasping at every single argument it can create to try and block Crown Point from providing
17 service in the Disputed Area and to a developer Winfield failed to commit and cannot
18 commit to serve.

19 **Q23. MS. WILSON ASSERTS THAT IT IS UNFAIR TO OUT-OF-TOWN USERS TO**
20 **HAVE TO PAY FOR THE COSTS ASSOCIATED WITH CROWN POINT'S**
21 **"FAILURE TO TIMELY ADJUST RATES," AND THAT IF CROWN POINT IS**
22 **GRANTED THE DISPUTED AREA, THE OUT-OF-TOWN USERS WOULD PAY**
23 **A DISPROPORTIONATE SHARE OF THE COSTS ARISING OUT OF CROWN**

POINT'S FAILURE TO TIME INCREASE RATES OVER THE LAST SIXTEEN YEARS. HOW DO YOU RESPOND?

A23. There has not been a Crown Point failure to timely adjust rates. The rates were more than adequate for the cost at that time. See my Exhibit 7-1 which is a Historical Statement of Income Summary that demonstrates the rates were adequate. What was not included at the time of those rates was the large costs that would be incurred for an IDEM compliance program and treatment capacity growth. The additional customers made available by Crown Point's 4 Phase capital improvement program will spread fixed costs like debt service over more customers including out of town customers thus helping to put downward pressure or even allow a reduction of rates. The surcharge for out-of-town customers is legal and widely used by municipalities. The legislature has wisely approved their use at the discretion of each municipality. In my many years of experience I have seen in town customers become upset with the notion that out-of-town customers would pay in town rates. Running a municipality is a difficult and expensive endeavor. I don't think it is appropriate for Winfield to second-guess the legislature's approval of a source of municipal funds. OUCC witness Willoughby acknowledges the surcharge is legal (See page 15, lines 7-8 of Willoughby's testimony.)

Q24. MS. WILSON STATES THAT THERE IS NO INDICATION THAT CROWN POINT'S 25% OUT-OF-TOWN SURCHARGE IS COST-BASED. HOW DO YOU RESPOND?

A24. It allows out of customers the great benefit of receiving utility service where not otherwise available. It also makes up for the City's administrative and overhead costs paid for with property tax that are not paid by out of city customers. Crown Point's out of city surcharge

1 was lawfully filed with the Commission many years ago in 2012 in compliance with the
2 applicable statute.

3 **Q25. MS. WILSON STATES SHE FEARS “THAT IF CROWN POINT IS**
4 **AUTHORIZED TO SERVE THE DISPUTED AREA, THEN THERE WILL BE NO**
5 **TRANSPARENCY FOR CUSTOMERS IN THESE AREAS WHEN TRYING TO**
6 **DETERMINE HOW THEIR RATES WERE CALCULATED.” HOW DO YOU**
7 **RESPOND?**

8 A25. Crown Point's schedule of rates and the accounting reports that support them are available
9 public records to those who want a copy. Moreover, the Developer's testimony indicates if
10 Winfield is granted the Disputed Area, it will not develop in the Disputed Area thus, there
11 would be no new customers. Winfield is clearly lacking transparency by hiding a sewer
12 rate increase in property tax bills. I think this is just another unproductive Winfield
13 distraction.

14 **Q26. MS. WILSON STATES SHE IS CONCERNED REGARDING A LACK OF**
15 **TRANSPARENCY, PARTICULARLY IN RELATION TO INDIVIDUALS LIVING**
16 **OUTSIDE OF CROWN POINT'S MUNICIPAL LIMITS (INCLUDING THOSE IN**
17 **THE DISPUTED AREA) THAT MAY RECEIVE SEWER SERVICE FROM**
18 **CROWN POINT WHO DO NOT HAVE A VOICE IN CITY GOVERNMENT.**
19 **HOW DO YOU RESPOND?**

20 A26. Ms. Wilson's concerns are completely speculative, and she presents no evidence of any
21 kind of any wrongdoing on the part of Crown Point. Further, As I stated earlier the Indiana
22 legislature in its wisdom understood the financial needs of municipalities, their municipal
23 utilities and residents when it approved the use of out-of-town rates. There currently are

1 no customers in the Disputed Area. Anyone in the Disputed Area will be new customers.
2 If they are unhappy with the utility rates, they have the option of not making a home there
3 or if they chose asking for annexation.

4 **Q27. MS. WILSON POINTS OUT THAT CROWN POINT HAS ALL OF ITS PUBLIC**
5 **MEETINGS TAPED AND AVAILABLE ON ITS WEBSITE, AND THAT THE**
6 **ONLY TWO MEETINGS THAT ARE NOT ON THE WEBSITE ARE THE TWO**
7 **THAT CONCERN THE INTRODUCTION, PUBLIC HEARING, AND ADOPTION**
8 **OF CROWN POINT'S MOST RECENT RATE INCREASE. MS. WILSON**
9 **STATES SHE DOESN'T KNOW THE INTENT OF CROWN POINT IN**
10 **REMOVING THESE PARTICULAR MEETINGS FROM ITS WEBSITE, BUT**
11 **ARGUES IT RAISES CONCERNS ABOUT CROWN POINT'S TRANSPARENCY**
12 **WITH RESPECT TO ITS SEWER SYSTEM AND USER RATES. HOW DO YOU**
13 **RESPOND?**

14 A27. Ms. Wilson's insinuation that there is anything sinister or untoward regarding some
15 meetings missing from Crown Point's website is a baseless conspiracy theory and
16 ridiculous. Further, it is my understanding that the web host Crown Point used for its videos
17 changed its retention policies causing some videos to be erased.

18 **Q28. MR. BEAVER AND MS. WILSON STATE CROWN POINT IS CHARGING A**
19 **SURCHARGE ON STORMWATER SERVICES THAT ARE NOT BEING**
20 **PROVIDED TO THE OUT-OF-TOWN CUSTOMERS, WHO ARE ALREADY**
21 **PAYING LAKE COUNTY FOR SUCH SERVICES. WINFIELD ARGUES**
22 **CROWN POINT'S REQUEST FOR THE DISPUTED AREA APPEARS TO BE AN**
23 **ATTEMPT TO "SOAK" THE OUT-OF-TOWN CUSTOMERS TO PAY FOR**

**IMPROVEMENTS THAT SHOULD HAVE BEEN MADE AND PAID FOR YEARS
AGO BY CROWN POINT. HOW DO YOU RESPOND?**

A28. Crown Point has no surcharge on storm water and it does not provide storm water service outside the City. Crown Point is not attempting to soak anyone. Crown Point is asking for the Disputed Area because there is a desperate need for sewer service there as evidenced by Developer's testimony and the area offers economic development. Winfield failed to service Developer within its own Town limits, and in the opinion of such developer cannot reasonably serve the Disputed Area. As Mr. Falkowski has indicated assigning the Disputed Area to Winfield would stifle economic development. Crown Point is not attempting to soak anyone. That's just more Winfield exaggeration and baseless accusation. Crown Point proposes to charge the same rates it charges its in town and out of town customers elsewhere. Disparaging remarks like "attempting to soak" and "cannibalization of SDC revenue" to me show how desperate and frustrated Winfield is in the face of not having the stronger position on any one of the five statutory criteria for assignment of a Disputed Area.

**Q29. MS. WILSON TESTIFIES THAT, BASED ON A REVIEW OF YOUR
FEBRUARY 14, 2025 CONSULTANT REPORT, THE SUBSIDY OF SEWER FEES
FOR STORMWATER EXPENSES IS NOT A NEW OCCURRENCE, AND HAS
OCCURRED IN 2023, 2022, 2021 AND 2020. DO YOU AGREE?**

A29. There is no subsidy from sewer fees for storm water. In Crown Point the Wastewater Utility, and the Stormwater utility are a combined utility. Ms. Wilson's depiction of a storm water subsidy from 2020 to 2023 is incorrect. We have prepared an additional analysis of the Stormwater Utility – Exhibit 7-2 based on Audited Financial Statements. The

1 Stormwater Utility receives some non-operating revenue to support some of its capital
2 expenses. Once those revenues are included, only one year (2023) does expenses exceed
3 revenues. In that year, the stormwater had a large 1-time expense related to a large capital
4 improvement. The stormwater cash balance was used to fund those costs. There is no
5 subsidy.

6 **Q30. MS. WILSON TESTIFIES CROWN POINT TRIED TO “EXPLAIN AWAY” THE**
7 **SUBSIDY FROM SEWER TO STORMWATER WHEN YOU STATED IN YOUR**
8 **DEPOSITION THAT THE SHORTFALL WAS MOST LIKELY COVERED BY**
9 **THE STORMWATER O&M FUND AND ARGUES THIS IS NOT TRANSPARENT**
10 **IN EITHER OF THE RATE REPORTS IN THE IDENTIFICATION OF OTHER**
11 **RECEIPTS TO THE STORMWATER FUND. HOW DO YOU RESPOND?**

12 A30. The City has a Stormwater Fund #6501 that receives all Stormwater revenue and all
13 Stormwater expenses are paid from this fund. No Stormwater expenses are paid from the
14 Sewer fund.

15 **Q31. MS. WILSON STATES IT IS UNCLEAR WHEN CROWN POINT LAST MADE A**
16 **STUDY OF THEIR STORMWATER RATES, BUT THAT ACCORDING TO THE**
17 **CROWN POINT CODE OF ORDINANCES, TITLE V CHAPTER 53**
18 **STORMWATER REGULATIONS, THE STORMWATER RATE OF \$6 FOR ALL**
19 **RESIDENTIAL PROPERTIES WITHIN THE CITY OF CROWN POINT WAS**
20 **ESTABLISHED IN 2008 WITH ORDINANCE NO. 2008-09-1. WHEN DID CROWN**
21 **POINT LAST MAKE A STUDY OF THEIR STORMWATER RATES?**

1 A31. As I testified earlier, storm water rates will be increased and the revenue will help finance
2 Phase 4 construction with no base rate increase. Stormwater increases flow to the treatment
3 plant during wet weather events and therefore should help fund the treatment.

4 **RESPONSE TO WINFIELD TESTIMONY ON FINANCIAL ABILITY TO SERVE**

5 **Q32. MS. WILSON ARGUES CROWN POINT IS NOT MORE FINANCIALLY ABLE**
6 **TO SERVE THE DISPUTED AREA THAN WINFIELD. HOW DO YOU**
7 **RESPOND?**

8 A32. I disagree. As I testified earlier, Winfield's rates are artificially low, and Winfield intends
9 to force developers to fund all of its proposed infrastructure updates, regardless of the
10 Commission's main extension rules Crown Point has a proven track record of serving a
11 large customer base and has a plan that has been approved by SRF and IDEM CP to serve
12 this area. Winfield does not have a plan and has not calculated future rates to serve the area.

13 **Q33. MS. WILSON TESTIFIES THAT CROWN POINT "HAS NOT SHOWN A**
14 **WILLINGNESS TO USE THE RESOURCES OF THE CITY TAX BASE OR CASH**
15 **AMOUNTS OF THE CITY TO AMELIORATE THE LARGE RATE INCREASES**
16 **IT RECENTLY MADE TO THE RATES AND CHARGES OF ITS SEWER**
17 **UTILITY IN THE ORDINANCE PASSED BY ITS COUNCIL IN MARCH." DO**
18 **YOU AGREE?**

19 A33. I disagree with this statement. We have considered many possible funding sources. The
20 combination of TIF, retired debt service, customer growth revenues and storm water
21 revenues is viable and has the lowest rate impact. TIF is a resource of City tax base and
22 will be used to help fund Phase 4 construction.

1 **Q34. MS. WILSON STATES YOU ARE NOW CONSIDERING SENDING**
2 **INACCURATE “PRICE SIGNALS” TO THE UTILITY CUSTOMERS FOR THE**
3 **FUNDING OF THE PHASE IV IMPROVEMENTS THAT NEED TO BE DONE ON**
4 **OR BEFORE JANUARY 2028 BY USING OTHER CITY RESOURCES. HOW DO**
5 **YOU RESPOND?**

6 A34. Again, I disagree with Ms. Wilson's statements regarding this matter because the City has
7 been and will continue to be fully transparent in providing the full details of the plan and
8 cost to provide service and the rates to customers in the area.

9 **Q35. MS. WILSON COMPARES THE RATINGS ON THE OUTSTANDING DEBT FOR**
10 **CROWN POINT AND WINFIELD AS A MEANS TO COMPARE THE**
11 **ECONOMIC HEALTH OF THE TWO ENTITIES. DO YOU AGREE WITH MS.**
12 **WILSON THAT THIS IS AN ACCURATE OR EFFECTIVE METHOD TO**
13 **DETERMINE ECONOMIC HEALTH, OR THAT SUCH A COMPARISON IS**
14 **RELEVANT TO THE COMMISSION'S ANALYSIS FOR THIS CAUSE?**

15 A35. No. First, the S&P rating of Winfield is lower than Crown Point. Second, if S&P knew
16 about Winfield not reporting its municipal corporation debt on the Gateway SYSTEM, I
17 believe they would lower Winfield's rating. Third, as previously stated Winfield's
18 accounting report lacks critical expense adjustments needed to reflect increased costs and
19 future revenues. Ms. Wilson's comparison of Crown Point and Winfield's ratings on its
20 outstanding debt does not control Winfield's ability to raise bond capital in the future. SRF
21 offers very low interest rate loans for which Crown Point has competitively scored very
22 high for getting the lowest rates available. Crown Point has on many occasions extremely
23 attractive SRF financing. SRF would certainly not finance Winfield's proposed capital

1 improvements because of Winfield's inadequate accounting, its inadequate revenue
2 streams and lack of rate increases to support a required calculation of 125% debt service
3 coverage without connection fees and SDC fees. The inability to access traditional bonds
4 is a major reason Winfield turned to Municipal Corporation bonds. Under the facts here I
5 don't see that comparing Winfield's lower S&P rating for its current outstanding bonds to
6 Crown Point's better S&P bond rating is relevant to the Commission's analysis in this
7 Cause.

8 **Q36. MR. DUFFY TESTIFIES WINFIELD CAN "EASILY SERVE" THE DISPUTED**
9 **AREA, MEANING CROWN POINT'S PROVISION OF SERVICE TO THE**
10 **DEVELOPMENT IS UNNECESSARY. DO YOU AGREE?**

11 A36. No, I do not agree. Winfield's suggested plan to serve the Disputed Area is so very high
12 cost and complex that major developers will look elsewhere before paying their
13 conveyance costs. In stark comparison to Crown Point's much lower conveyance costs,
14 Winfield and costly "plan" cannot easily or reasonably serve the Disputed Area.

15 **RESPONSE TO WINFIELD TESTIMONY ON REGULATORY CONCERNS**

16 **Q37. MR. BEAVER STATES THAT, BECAUSE CROWN POINT DID NOT OBTAIN**
17 **AN APPRAISAL TO DETERMINE THE VALUE OF THE PROPERTY AT ISSUE**
18 **IN THE DONATION AGREEMENT, THE DONATION AGREEMENT**
19 **VIOLATES IND. CODE § 36-1-10.5 AND IS THEREFORE INCONSISTENT**
20 **WITH INDIANA LAW. DO YOU AGREE?**

21 A37. No. While I am not a lawyer, it is my understanding that Ind. Code § 36-1-10.5(b)(1)
22 explicitly states that the statute does not apply to the purchase of real property having a
23 total price (including land and structures, if any) of twenty-five thousand dollars (\$25,000)

1 or less. The property at issue in the Donation Agreement was donated to Crown Point for
2 no charge; therefore, under Ind. Code § 36-1-10.5(b)(1), the statutory requirement to obtain
3 an appraisal referred to by Mr. Beaver is not applicable to the Donation Agreement. Mr.
4 Beaver also mistakenly argues that the Donation Agreement also violates the Main
5 Extension Rules. He apparently does not understand that the two inverted pipes were part
6 of the SE WWTP plans before Developer ever approached Crown Point. Those inverted
7 receiving pipes allow receipt of sewage flow by low cost-efficient gravity mains in Crown
8 Point and nearby areas.

9 **CONCLUSION**

10 **Q38. IN SUMMARY, WHAT ACTIONS DO YOU RECOMMEND THE COMMISSION**
11 **TAKE?**

12 A38. The Commission should deny Winfield's request to be the exclusive service provider in
13 the Winfield Requested Territory, including the Disputed Area, and grant Crown Point's
14 requests in this Cause and Cause No. 46035 to be the exclusive provider of wastewater and
15 water utility services in the Crown Point Requested Territory, including the Disputed Area.
16 Denial of Winfield's request will support Crown Point and Developer's plans to bring
17 quality, reliable Crown Point sewer service to where it is needed, when it is needed at
18 reasonable cost and will promote new economic development.

19 **Q39. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?**

20 A39. Yes, it does.

21

**CROWN POINT MUNICIPAL
WASTEWATER UTILITY**
Crown Point, Indiana

Statement of Income

	Calendar Year 2019	Calendar Year 2020	Calendar Year 2021	Calendar Year 2022	Calendar Year 2023	Calendar Year 2024
<u>Operating Revenue</u>						
Total Operating Revenue	<u>\$ 8,272,886</u>	<u>\$ 8,494,866</u>	<u>\$ 8,696,302</u>	<u>\$ 9,048,818</u>	<u>\$ 12,490,678</u>	<u>\$ 13,188,692</u>
<u>Operating Disbursements</u>						
Total Operating Expense	<u>\$ 7,109,351</u>	<u>\$ 7,202,410</u>	<u>\$ 8,027,727</u>	<u>\$ 9,148,329</u>	<u>\$ 10,114,890</u>	<u>\$ 9,813,360</u>
Utility Operating Income (Loss)	<u>\$ 1,163,535</u>	<u>\$ 1,292,456</u>	<u>\$ 668,575</u>	<u>\$ (99,511)</u>	<u>\$ 2,375,788</u>	<u>\$ 3,375,332</u>

Note: Operating Revenue does not include Connection Fees or SDC charges.

These calculations show that the Sewer Utility has not historically relied on connection fees or SDC charges to pay operating costs. The utility used its cash balances to makeup the \$99,511 loss in 2022.

**CROWN POINT MUNICIPAL
STORMWATER UTILITY**

Crown Point, Indiana

**Historical Statement of Income
(Stormwater Only)**

September 24, 2025



**CROWN POINT MUNICIPAL
STORMWATER UTILITY**

Crown Point, Indiana

Historical Statement of Income

TABLE OF CONTENTS

	<u>Page</u>
Statement of Cash & Investment Balance Stormwater Fund Only	1
Statement of Income	2
Detail of Revenue	3

**CROWN POINT MUNICIPAL
STORMWATER UTILITY**
Crown Point, Indiana

**Statement of Cash & Investment Balance by Fund for the Years Ending
Stormwater Fund Only**

		Year Ending December 31, 2018	Year Ending December 31, 2019	Year Ending December 31, 2020	Year Ending December 31, 2021
<u>Cash & Investments</u>					
Storm Water O & M Fund	#6501	\$ 624,875	\$ 677,064	\$ 693,394	\$ 865,790
		-	-	-	-
Total Cash & Investments		<u>\$ 624,875</u>	<u>\$ 677,064</u>	<u>\$ 693,394</u>	<u>\$ 865,790</u>
Change in Cash			<u>\$ 52,189</u>	<u>\$ 16,330</u>	<u>\$ 172,396</u>
		Year Ending December 31, 2022	Year Ending December 31, 2023	Year Ending December 31, 2024	Minimum Funding Requirement
<u>Cash & Investments</u>					
Storm Water O & M Fund	#6501	\$ 959,768	\$ 691,095	\$ 1,100,954	\$ 350,321
Total Cash & Investments		<u>\$ 959,768</u>	<u>\$ 691,095</u>	<u>\$ 1,100,954</u>	
Change in Cash		<u>\$ 93,978</u>	<u>\$ (268,673)</u>	<u>\$ 409,859</u>	

Minimum funding requirement for Cash Operating is calculated by taking the monthly average of the total Test Year operating expenses, multiplied by 3 months, to get a 3-month average operating expense. The Utility must fully fund this requirement in the future.

**CROWN POINT MUNICIPAL
STORMWATER UTILITY**
Crown Point, Indiana

Statement of Income

	Calendar Year 2019	Calendar Year 2020	Calendar Year 2021	Calendar Year 2022	Calendar Year 2023	Calendar Year 2024
<u>Operating Revenue</u>						
Stormwater	\$ 988,951	\$ 1,022,594	\$ 989,445	\$ 1,543,115	\$ 2,329,507	\$ 1,810,973
Total Operating Revenue	<u>\$ 988,951</u>	<u>\$ 1,022,594</u>	<u>\$ 989,445</u>	<u>\$ 1,543,115</u>	<u>\$ 2,329,507</u>	<u>\$ 1,810,973</u>
<u>Operating Disbursements</u>						
Storm Water Operation & Maint.	\$ 936,763	\$ 1,006,264	\$ 817,050	\$ 1,449,137	\$ 2,598,181	\$ 1,401,114
Total Operating Expense	<u>\$ 936,763</u>	<u>\$ 1,006,264</u>	<u>\$ 817,050</u>	<u>\$ 1,449,137</u>	<u>\$ 2,598,181</u>	<u>\$ 1,401,114</u>
Utility Operating Income (Loss)	<u>\$ 52,189</u>	<u>\$ 16,330</u>	<u>\$ 172,396</u>	<u>\$ 93,978</u>	<u>\$ (268,673)</u>	<u>\$ 409,859</u>

This schedule shows that historically the Stormwater Utility Revenues exceeded all Stormwater Utility Expenses except in 2023 when the Stormwater Utility used its cash balance to help fund large capital expenses.

The City expects Stormwater expenses to increase in the future and additional Stormwater revenues will be needed.

**CROWN POINT MUNICIPAL
STORMWATER UTILITY**
Crown Point, Indiana

Detail of Revenue - Stormwater Utility Only

	Calendar Year	Calendar Year	Calendar Year	Calendar Year	Calendar Year	Calendar Year
Operating Revenue	2019	2020	2021	2022	2023	2024
Other Rev. - Storm Water Fees	\$ 974,771	\$ 940,671	\$ 723,469	\$ 1,019,610	\$ 1,033,654	\$ 1,058,716
Other Rev. - Storm Water Pen.	14,180	7,973	13,740	13,150	12,500	13,831
Other Rev. - Miscellaneous (1)		73,950	252,236	510,355	1,283,353	738,426
Total Operating Revenue	<u>\$ 988,951</u>	<u>\$ 1,022,594</u>	<u>\$ 989,445</u>	<u>\$ 1,543,115</u>	<u>\$ 2,329,507</u>	<u>\$ 1,810,973</u>

(1) 2023 includes grant revenue.

VERIFICATION

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



Gregory T. Guerrero