

STATE OF INDIANA  
INDIANA UTILITY REGULATORY COMMISSION

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

**Crown Point's Notice of Updates and Corrections**

The City of Crown Point ("Crown Point"), by counsel, hereby notifies the Commission and all Parties of the following updates and corrections to Crown Point's Case in Chief testimony.

1. Recently Apple Valley Utilities ("Apple Valley") reached out to Crown Point to advise of a possible conflict between Apple Valley's Sewage utility Certificate of Territorial Authority ("CTA") service area approved in Cause No 42817, and a south portion of Crown Point's proposed regulated sewer and water territories. Crown Point was previously unaware of any potential Apple Valley sewer service area conflict. There is no map, or resource, for Indiana that would show sewer utility CTA locations and borders.

Since then, Crown Point and Apple Valley have exchanged pertinent information and determined that a south portion of Crown Point's requested regulated territory does extend into the northernmost portion of Apple Valley's Sewer CTA. The Apple Valley CTA map and the Stipulation Agreement that carried it in Cause No. 42817 are attached hereto.

As Crown Point voluntarily made utility border adjustments with its northern and western utility and municipal neighbors Merrillville Conservancy District, Schererville, St. John, Cedar

Lake and Lowell, Crown Point also here shows deference to Apple Valley and does not seek to extend its regulated territory into Apple Valley's sewer CTA. Crown Point has advised Apple Valley of an amendment to Crown Point's requested Regulated Territory to remove Apple Valley's sewer CTA will be made.

Had Crown Point known of Apple Valley's sewer CTA proximity prior to the filing of its Regulatory Ordinance we would have addressed the matter previously. But there is no harm and should be no concern as Crown Point is not seeking Apple Valley's sewer CTA area and will make appropriate adjustment to its requested Regulated Territory. Any references to Crown Point's requested Regulated Territory in Crown Point's Case in Chief Testimony, should now consider the Regulated Territory as being amended to exclude the Apple Valley Sewer CTA.

2. Mr. Stong's Direct testimony Exhibits B, C and D illustrate a 129<sup>th</sup> Avenue lift station within Crown Point's corporate limits that would receive diverted flows from the existing Green View and Delaware lift stations among other uses. That planned lift station is no longer needed as a new easement right was obtained. The easement allows gravity flow all the way to the Crown Point's new South East Wastewater Treatment Plant ("SE WWTP").

3. Mr. Stong's Direct testimony p. 15 indicates construction of Crown Point's SE WWTP would begin October 2025. The Indiana State Revolving Fund ("SRF") bond closing date was moved. Accordingly, construction will now begin approximately January 2026. SRF's bond closing date adjustment will not prevent timely completion of the Crown Point SE WWTP and other planned Crown Point sewer infrastructure projects.

Respectfully submitted,

/s/ Robert M. Glennon

Robert M. Glennon, Attorney for the  
City of Crown Point, Indiana

/s/ Mark W. Cooper

Mark W. Cooper, Attorney for the  
City of 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 18<sup>th</sup> day of August 2025:

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## STATE OF INDIANA

## INDIANA UTILITY REGULATORY COMMISSION

PETITION OF APPLE VALLEY UTILITIES )  
FOR A CERTIFICATE OF TERRITORIAL )  
AUTHORITY TO RENDER RURAL SEWAGE ) CAUSE NO. 42817  
SERVICE IN ADDITIONAL )  
AREAS OF LAKE COUNTY, INDIANA. )

**STIPULATION AND SETTLEMENT AGREEMENT**

Apple Valley Utilities, Inc. ("Petitioner") and the Indiana Office of the Utility Consumer Counselor ("OUCC") (collectively the "Parties"), having been duly advised by their respective staff, experts and counsel, stipulate and agree for purposes of settling all matters in this Cause, that the terms and conditions set forth below represent a fair and reasonable resolution of all the issues in this Cause, subject to their incorporation in a final Commission Order without modification or further condition, which may be unacceptable to any Party. If the Commission does not approve the Stipulation and Settlement Agreement in its entirety and incorporate it in a final Order, the entire Stipulation and Settlement Agreement shall be null and void and deemed withdrawn, unless otherwise agreed to in writing by the Parties. There are no other agreements in existence between the Parties relating to the matters covered by this Stipulation and Settlement Agreement which in any way affect this Stipulation and Settlement Agreement.

In consideration of the premises and the mutual covenants and conditions contained herein, the Parties agree as follows:

1. The Commission should grant Petitioner an expanded certificate of territorial authority ("CTA") authorizing it to serve the area of Lake County, Indiana, shown on the map attached hereto as Exhibit A, which is smaller than the area requested by Petitioner. A legal description for the expanded CTA is attached as Exhibit B. The area removed from the scope of the CTA originally requested by Petitioner corresponds to (a) the area currently served by Lake Dalecarlia Regional Waste District, and (b) the area removed from Petitioner's existing CTA by virtue of Petitioner's agreement with the Town of Lowell, a copy of which is attached hereto as Exhibit C. In addition, Petitioner agrees to publish notice of removal (b) in a newspaper of general circulation and allow a period of thirty days for comments to be received by Petitioner from such landowners. At the close of the thirty day period, Petitioner will prepare and submit a report to the Presiding Officers, with a copy to the OUCC, detailing any comments from landowners.

2. If after three (3) years from the date the Commission approves the expanded CTA, Petitioner receives a request for service from a landowner within the expanded CTA area that Petitioner cannot accommodate within six (6) months on the same terms and conditions applicable to Petitioner's other customers, including without limitation rates and charges, then Petitioner shall notify the Commission of the fact and the CTA authority to serve the area where the landowner is located may be revoked upon the written request of the landowner. Petitioner, however, would have an opportunity to demonstrate to the Commission in a noticed public hearing that such a revocation was not appropriate. Petitioner shall provide written notice of the contents of this paragraph to any landowner within the expanded CTA area requesting service that Petitioner cannot accommodate.

3. Petitioner shall submit to the Commission, subject to a finding of confidentiality, financial statements sufficient to support the financial ability of Petitioner's new ownership to provide service. In addition, Petitioner shall request, and shall file with the Commission upon receipt, any determination made by the Indiana Department of Natural Resources and/or the Indiana Department of Environmental Management relevant to the expansion of Petitioner's CTA. Submission of such documentation, however, should not be a precondition to the Commission granting the expanded CTA as described herein. Petitioner shall also submit supplemental testimony to support this settlement, and such testimony shall include and explain the *Preliminary Engineering Analysis* previously provided to the OUCC.

4. Petitioner's direct evidence, together with any supplemental direct testimony Petitioner may submit to the Commission, constitutes substantial evidence sufficient to support this Stipulation and Settlement Agreement and provide an adequate evidentiary basis upon which the Commission can make any findings of fact and conclusions of law necessary for the approval of the Stipulation and Settlement Agreement. Such evidence shall be admitted into evidence without objection and the Parties hereby waive cross-examination of the other's witnesses.

5. This Stipulation and Settlement Agreement does not and should not be construed as representing the OUCC's agreement that any of Petitioner's charges or practices related to the expansion of its CTA in the manner provided for in paragraph 2 above is reasonable, appropriate or should be approved. Further, this Stipulation and Settlement Agreement shall not constitute nor be cited as precedent by the parties against each other or deemed an admission by any party in any other proceeding except as

necessary to enforce its terms before the Commission, or any state court of competent jurisdiction on these particular issues. This Stipulation and Settlement Agreement is solely the result of compromise in the settlement process and, except as provided herein, is without prejudice to and shall not constitute a waiver of any position that any of the Parties may take with respect to any or all of the items and issues resolved herein in any future regulatory or other proceedings.

6. The undersigned have represented and agreed that they are fully authorized to execute this Stipulation and Settlement Agreement on behalf of their designated clients who will be bound thereby.

7. This Stipulation and Settlement Agreement shall inure to the benefit of and be binding upon the successors, heirs, and assigns of the Parties.



ACCEPTED AND AGREED this 1 day of September, 2005.

OFFICE OF UTILITY CONSUMER  
COUNSELOR

APPLE VALLEY UTILITIES, Inc.

By: 

By: 

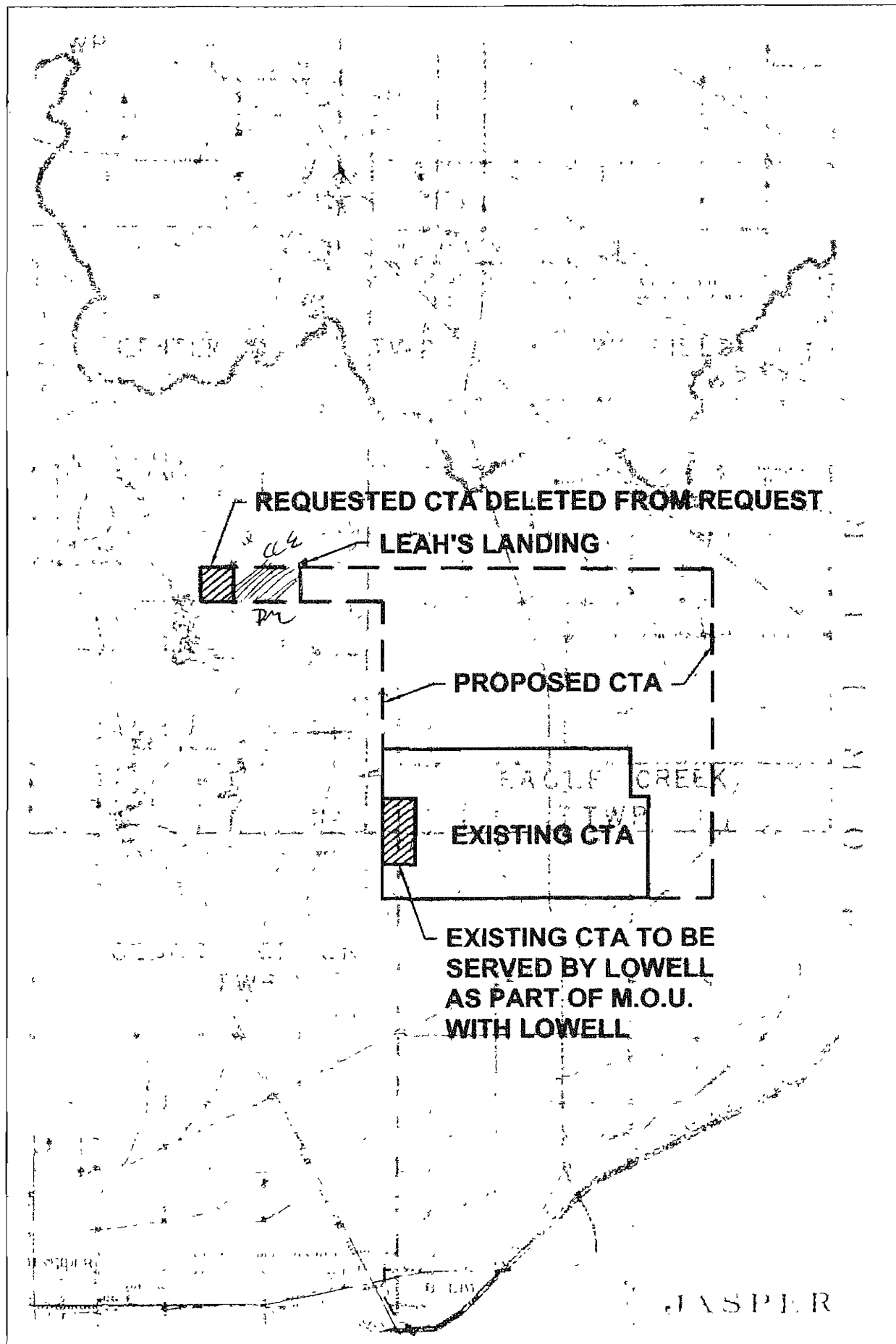
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Indianapolis, IN 46204

Attorney for the Office of Utility  
Consumer Counselor

Attorney for Petitioner,  
Apple Valley Utilities

644313/10091



### **Legal description of New CTA Granted in this Course 42817**

Beginning at the intersection of the South line of Section 29, Township 33 North, Range 8 West of the Second Principal Meridian with the East line of the West ½ of the West ½ of said Section 29, thence Northerly along the East line of the West ½ of the West ½ of Sections 29,20,17,8 and 5 to a point on the North line of Section 5, Township 33 North, Range 7 West, thence Westerly along the North lines of Section 6, Township 33 North, Range 7 West and Sections 1,2,3,4,5 and 6 Township 33 North Range 8 West to the Northwest corner of the Northwest ¼ of said Section 6, thence Southerly along the West line of said Section 6 the same being the centerline of Clark Street to the South line of the North ½ of said Section 6, thence Easterly along the South line of the North ½ of Sections 6,5 and 4, Township 33 North, Range 8 West to a point on the East line of the West ½ of the West ½ of said Section 4, thence Southerly along the East line of the West ½ of the West ½ of Section 4, 9 and 16 Township 33 North Range 8 West to a point on the South line of the North ½ of the South ½ of said Section 16, thence Easterly along the South lines of the North ½ of the South ½ of Section 16, 15, 14, and 13 to the East line of said Section 13, thence Southerly along the East lines of Sections 13 and 24 to a point on the South line of the North ½ of said Section 24, thence Easterly to the West line of East ½ of the West ½ of Section 19 Township 33 North Range 7 West, thence Southerly along the West lines of the East ½ of the West ½ of Section 19 and 30 to a point on the South line of Section 30, thence Easterly along the South lines of Sections 30 and 29, Township 33 North, Range 7 West to the Point of Beginning.

### **AND**

Part of the SW ¼ of Section 32, Township 34 North, Range 8 West of the 2<sup>nd</sup> Principal Meridian in Lake County, Indiana, described as follows; Beginning at the intersection of the West line of said SW ¼ and the Northerly line of the Northern Indiana Public Service Company Right-Of-Way, said intersection being 416.57 feet North of the Southwest corner of said SW ¼ thence North 00° 00' 0" East, along said West line, 80.00 feet; thence North 90° 00' 00" East, 240.00 feet; thence North 00° 00' 00" East, 318.23 feet; thence North 90° 00' 00" East 514.85 feet; thence North 00° 00' 00" East, 270.02 feet; thence South 89° 16' 48" East, 743.67 feet; thence South 00° 10' 08" West, 1067.31 feet to the South line of said SW ¼; thence North 89° 32' 18" West, along said West line, 880.29 feet to the Northern Indiana Public Service Company right-of-way; thence North 55° 34' 31" West, along said Northerly Right-Of-Way line, 745.58 feet to the point of beginning, containing 28.031 acres more or less.

### **Legal description of Area Removed from the Existing CTA as part of a Memorandum of Understanding with the Town of Lowell dated August 22, 2005.**

Beginning at the intersection of the South line of the North ½ of Section 28, Township 33 North, Range 8 West with the East line of the West ½ of the West ½ of said Section 28, thence Easterly to a point on the East line of the West ½ of the East ½ of said Section 28, thence Northerly along the East lines of the West ½ of the East ½ of Sections 28 and 21 to the North line of the South ½ of Section 21, Township 33 North, Range 8 West, thence Easterly along the North line of the South ½ of said Section 21 to a point on the East line of the West ½ of the West ½ of Section 21, thence Southerly along the East lines of the West ½ of the West ½ of Sections 21 and 28 to the Point of Beginning.

## MEMORANDUM OF UNDERSTANDING

The purpose of this Memorandum of Understanding ("MOU") is to memorialize the understanding between the Town of Lowell, Indiana ("Lowell") and Apple Valley Utilities, Inc. ("Apple Valley") (collectively, the "Parties") concerning the provision of wastewater utility service in certain portions of southern Lake County, Indiana. Specifically, this MOU reflects the agreement of the Parties with respect to coordination of and cooperation on the provision of such service in neighboring portions of Lake County where each of the Parties is authorized to provide service for the ten year period beginning upon the date of execution of this MOU.

1. Apple Valley and Lowell agree to maintain a dialogue concerning issues of mutual concern, including but not limited to the following:

- a. growth in demand for wastewater service in their respective service territories;
- b. the technical and financial feasibility and advisability of centralized regional wastewater treatment facilities; and
- c. significant modifications and expansions in their respective wastewater plants, and

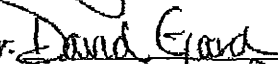
To that end, the Parties agree that representatives of their utilities should meet at least once a year to discuss such items of mutual concern and review appropriate planning documents. Nothing in this MOU should be construed to give either Party any right or authority over the management or operation of the other Party's utility, but rather should be construed to encourage a coordinated and cooperative approach to the provision of wastewater service.

2. Apple Valley and Lowell agree to use their best efforts to work together to resolve any territorial issues that may exist from time to time, including but not limited to potential modification of authorized service boundaries as necessary to promote the orderly and efficient provision of wastewater service. Consistent with that agreement, Apple Valley agrees to seek modification of its existing territorial boundary in IURC Cause No. 42817 to remove the portion of its CTA covered by the map and legal description attached hereto as Exhibit A.

3. Lowell agrees not to oppose modification of Apple Valley's certificated service territory in IURC Cause No. 42817 or such subsequent proceeding(s) as necessary to effectuate the modification of Apple Valley's territory proposed in Cause No. 42817, and agrees to withdraw its testimony in that proceeding prior to any evidentiary hearing therein. This paragraph shall not be interpreted to adversely impact any position to be taken by any Party in any other proceeding.


IT IS SO AGREED.

  
Town of Lowell, Indiana

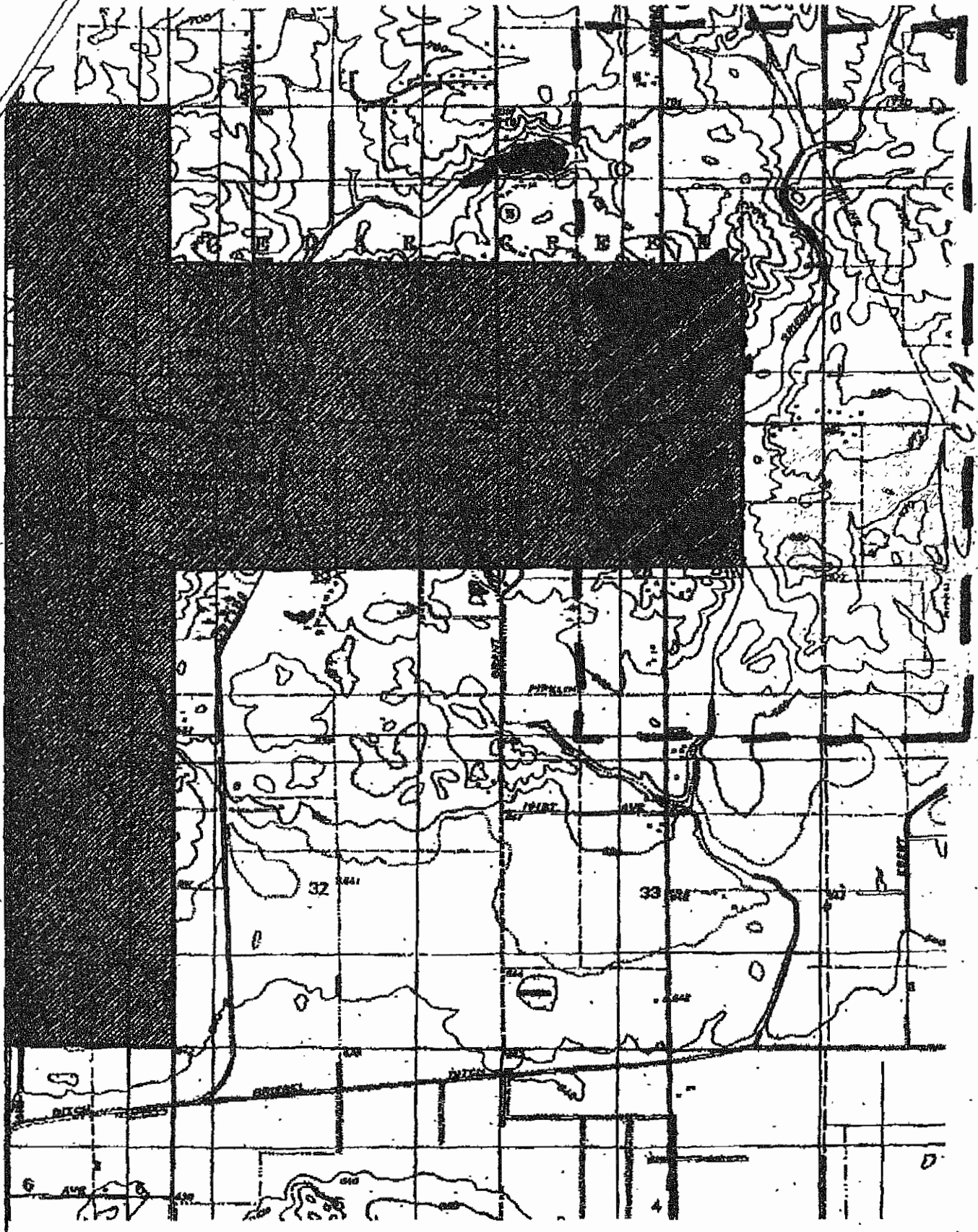
By:   
Its: Town Council President

Dated: August 22, 2005

  
Apple Valley Utilities, Inc.

By:   
Its: CEO

Dated: August \_\_, 2005



**RECAPTURE AREA  
EAST SIDE SANITARY SEWER  
LOWELL, INDIANA**

That part of Cedar Creek Township in part of Sections 19, 20, 21, 28, 29, 30 and 31, Township 33 North, Range 8 West of the Second Principal Meridian, described as follows: Beginning at the Southwest corner of Section 31, Township 33 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana; thence Northerly along the West line of said Section 31 and Section 30 to the Northwest corner of said Section 30; thence North  $01^{\circ}27'00''$  West 585.11 feet along the West line of Section 19; thence North  $88^{\circ}33'00''$  East 190.00 feet; thence South  $70^{\circ}38'32''$  East 278.14 feet to the intersection of the North line of the South 500 feet of said fractional Southwest Quarter with the East line of the West 450 feet of said fractional Southwest Quarter; thence South  $88^{\circ}40'34''$  East 928.78 feet along last said North line to the East line of the West 1374 feet of fractional Southwest Quarter of said Section 19, also being the West line of Phase 1 of Lowell Professional Center; thence North  $01^{\circ}27'00''$  West 819.78 feet along last said West line to the North line of Phase 1 of Lowell Professional Center; thence South  $88^{\circ}40'34''$  East 860.00 feet to the East line of said Phase 1 of Lowell Professional Center; thence South  $01^{\circ}27'00''$  East 1320.00 feet along last said East line of Phase 1 of Lowell Professional Center to the South line of the fractional Southwest Quarter of said Section 19; thence South  $88^{\circ}40'34''$  East 390.00 feet along last said South line to the East line of said Southwest Quarter of said Section 19; thence North  $01^{\circ}32'34''$  West 2650.49 feet along last said East line to the North line of said Southwest fractional Quarter of Section 19; thence North  $89^{\circ}42'08''$  West 1525.55 feet to the East line of Windsor Woods Unit 2 and the centerline of Holz Road; thence Northeasterly along last said centerline and Easterly line of Windsor Woods Unit 2 to the Easterly corner of said Windsor Woods Unit 2; thence North  $82^{\circ}08'54''$  West 188.53 feet along Lot 1 in said Windsor Woods Unit 2; thence continuing North  $49^{\circ}48'14''$  West 54.75 feet to the North line of said Windsor Woods Unit 2; thence North  $88^{\circ}40'07''$  East 292 feet, more or less, to the centerline of Holz Road; thence Northerly along the East shoreline of Redwing Lake to the North line of said Section 19; thence Easterly along last said North line to the East line of said Section 19; thence Southerly along the East line of Section 19 to the North line of the South Half of Sections 20 and 21; thence Easterly along said North line to the East line of the West Half of the Southeast Quarter of Section 21; thence South along the East line of said West Half of the Southeast Quarter; thence continuing South along the East line of the West Half of the Northeast Quarter of Section 28, Township 33 North, Range 8 West of the Second Principal Meridian to the centerline of Section 28; thence West along the centerline of Section 28 and the centerline of Section 29 to the East line of Section 30; thence South along the East line of Section 30 and the East line of Section 31 to the South line of Section 31; thence West along the South line of Section 31 to the Place of Beginning, all in Cedar Creek Township, Indiana.

AND

That part of Sections 25, 35 and 36, in Township 33 North, Range 9 West of the Second Principal Meridian in Lake County, Indiana, described as lying East of the following described lines; Beginning at the North line of Section 25 and the North-South centerline of Section 25; thence South along said centerline to the East-West centerline of Section 25; thence East along last said centerline to the East line of the West Half of the Northwest Quarter of the Southeast Quarter of Section 25; thence South along last said East line to the North line of the South Half of the South Half of Section 25; thence West along said North line of the South Half of the South Half of said Section to the centerline of Joe Martin Road; thence South along last said centerline to the South line of Section 25 also being the North line of Section 36; thence West along the North lines of Sections 36 and 35 to the centerline of the Monon Railroad; thence Southerly along the centerline of said railroad to the centerline of Belshaw Road; thence Westerly along the centerline of Belshaw Road to the centerline of Cedar Creek; thence Southerly along the centerline of Cedar Creek to the South line of Section 35, Township 33 North, Range 9 West of the Second Principal Meridian for a terminus.

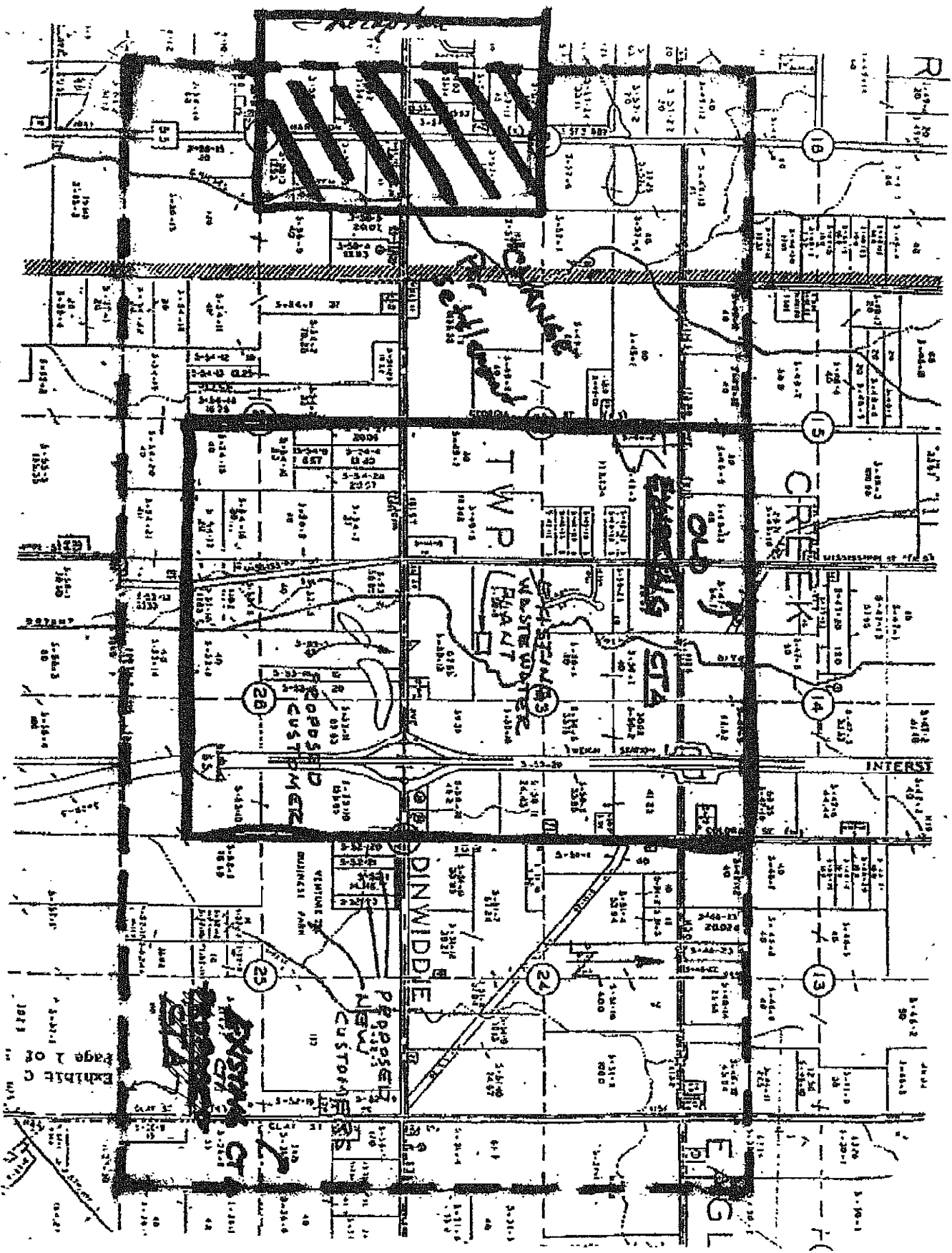


Exhibit C  
Page 1 of 1