

1 **BILL NO. R-21-10-13**

2 **RESOLUTION NO. R- ~~FAILED~~**

3 A RESOLUTION AUTHORIZING THE ACQUISITION OF REAL
4 AND PERSONAL PROPERTY FROM THE ALLEN COUNTY
5 REGIONAL WATER AND SEWER DISTRICT PURSUANT TO
6 INDIANA CODE §§ 36-1-11-8 AND 5-22-22-10

7 WHEREAS, the City of Fort Wayne, Indiana ("**City**"), is an Indiana
8 municipality that, by and through its Board of Public Works, is authorized under
9 Indiana Code § 8-1.5 and 36-9-23 to provide water and sewer service inside and
10 outside of its municipal boundaries;

11 WHEREAS, the Board of Public Works of the City of Fort Wayne, Indiana
12 ("**Board**"), is responsible for operating, maintaining, and overseeing the daily
13 operation of the City's municipally owned water and sewer utilities;

14 WHEREAS, the Common Council of the City of Fort Wayne, Indiana
15 ("**Common Council**"), is the municipal legislative body for the City and is
16 responsible for adopting all rates and charges for the services of its utilities and
17 approving the issuance of bonds (the proceeds from which can be used to
18 acquire or construct utility facilities);

19 WHEREAS, the Allen County Regional Water & Sewer District ("**District**")
20 is a regional water and sewer district governed by Indiana Code § 13-26 that was
21 established for the purpose of providing sanitary sewage service in a service
22 territory delineated in the 1979 Order of the Indiana Stream Pollution Control
23 Board in Cause No. B-422 as amended from time to time ("**Territory**");

24 WHEREAS, the District owns a sewage collection and distribution system
25 that is used for transporting sewage for treatment from the customers in the
26 Territory, which is composed of certain real and personal property;

27 WHEREAS, the City may, subject to Indiana Code §§ 36-1-11-8 and 5-22-
28 22-10, acquire real and personal property from the District upon terms and
29 conditions agreed upon by the City and the District as evidenced by the adoption
30 of substantially identical resolutions;

WHEREAS, the City now desires to acquire all of the District's real and
personal property that is used for the provision of sewer (and water) service in
the Territory;

WHEREAS, the City and the District have proposed to enter into a Utility
System Asset Acquisition Agreement ("**Agreement**"), which describes the terms
and conditions of the acquisition, upon the adoption of substantially identical
resolutions (the Agreement is attached as "Exhibit A"); and

1 WHEREAS, the Common Council, by adoption of this Resolution, desires
2 to approve the Agreement.

3 **NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL**
4 **OF THE CITY OF FORT WAYNE, INDIANA:**

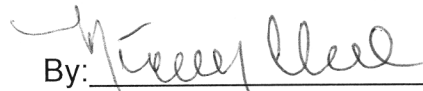
5 **SECTION 1.** That the Common Council hereby approves the acquisition
6 of all of the District's real and personal property on the terms and conditions set
7 forth in the Agreement.

8 **SECTION 2.** That the President of the Common Council is hereby
9 individually authorized to execute any and all documents necessary to effectuate
10 the terms and conditions of the Agreement on behalf of the Common Council.


11 **SECTION 3.** That any and all documents executed or actions taken by
12 the President of the Common Council and in connection with the actions
13 contemplated by this Resolution are hereby approved and ratified.

14 **SECTION 4.** That this Resolution shall be in full force and effect from and
15 after its passage and any and all necessary approval by the Mayor.

16 **COMMON COUNCIL OF THE**
17 **CITY OF FORT WAYNE, INDIANA**

18 By: 
19 Member of the Common Council

20 APPROVED AS TO FORM AND LEGALITY

21 
22 Carol Helton, City Attorney

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Exhibit A

**UTILITY SYSTEM
ASSET ACQUISITION AGREEMENT**

By and Between

THE CITY OF FORT WAYNE, INDIANA, AS BUYER,

and

**THE ALLEN COUNTY REGIONAL WATER & SEWER DISTRICT,
AS SELLER**

Dated

August 25, 2021

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**UTILITY SYSTEM
ASSET ACQUISITION AGREEMENT**

THIS UTILITY SYSTEM ASSET ACQUISITION AGREEMENT, is made and entered into as of this 25th day of August, 2021, by and between the City of Fort Wayne, Indiana (the “**City**”), and the Allen County Regional Water & Sewer District (the “**District**”) (each a “**Party**” and, collectively, the “**Parties**”).

RECITALS:

A. The City and District are separate governmental entities and political subdivisions of the State of Indiana located in Allen County, Indiana;

B. As an Indiana municipality, the City, by and through its municipal utilities (i.e. City Utilities), is authorized under Ind. Code §§ 36-9-23 to provide sewer service inside and outside of its municipal boundaries;

C. The District is a regional water and sewer district governed by Ind. Code § 13-26 et seq. that was established for the purpose of providing sanitary sewage service in a service territory (“**Territory**”) delineated in the 1979 Order of the Indiana Stream Pollution Control Board in Cause No. B-422 as amended from time to time (“**Formation Order**”)

D. The District owns a sewage collection and distribution system (the “**District Sewage System**”) that is used for transporting sewage for treatment from the customers in the Territory to the wastewater facilities owned by the City, as well as to the facilities owned and operated by Cities of Woodburn and New Haven, Indiana;

E. The District now desires to transfer to the City all its assets, property, and other rights for the provision of sewer service in the Territory (collectively, the Purchased Assets as defined below) on the terms and subject to the conditions set forth in this Agreement;

F. At Closing, the City will own and merge into its existing system all of the Purchased Assets, and the City will, in turn, manage, operate, maintain, and use the Purchased Assets to be the exclusive provider of sanitary sewer service in the Territory; and

G. On the Closing Date, the Parties anticipate the following: (i) the District will use its available funds, after payment of all costs and obligations not being assumed by the City, including by not limited to costs associated with the Contemplated Transaction by this Agreement and final payment of any and all obligations and wages due to the District’s employees (“**Excluded Liabilities**”, to assist in reducing the amount necessary to defease or "pay off" its outstanding indebtedness ("**District Bonds**"); (ii) the City will issue new sewage revenue bonds ("**City Bonds**") in an amount sufficient that (along with the District Bonds) will completely pay off all of the District Bonds (after the offset for the available District funds); and (iii) the City will assume any and all liabilities of the District, including the obligation to serve all customers within the Territory.

H. After closing, the bulk of the District's customers will receive an overall reduction in their monthly user fees from approximately \$118.00 per month to \$80.12 per month.

I. The Parties believe that this agreement is in the best interest of the District, the customers within the Territory, and the City.

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations, and agreements contained herein, the receipt and sufficiency of which are agreed to and acknowledged by the Parties, the Parties agree as follows:

ARTICLE I

DEFINITIONS AND CONSTRUCTION

SECTION 1.1 DEFINITIONS. As used in this Agreement, the terms outlined in this Section shall have the following meanings:

“Acquired Contracts” means those contracts, commitments, agreements, leases, and/or supply or service agreements to which the District is a party as listed on **Appendix I** attached hereto and incorporated herein.

“Agreement” means this Utility System Asset Acquisition Agreement, including any amendments and supplements hereto executed and delivered in accordance with the terms hereof.

“Appendices” means **Appendices A** through **U** attached to and made a part of this Agreement.

“Assumed Liabilities” means all debts, liabilities, obligations, and other financial or service obligations of District to be assumed by the City on the Closing Date either, including, but not limited to, those items set forth on **Appendix N** or otherwise identified in this Agreement as being assumed by the City.

“Board” means the Board of Public Works of the City of Fort Wayne, Indiana.

“City Utilities” means Fort Wayne City Utilities.

“Closing” means the closing of the transaction contemplated by this Agreement at which the Purchase Price (as defined herein) is paid by the City and all of the Closing Documents are executed by the Parties.

“Closing Documents” means the documents identified in Section 6.2(B) of this Agreement.

“Closing Date” has the meaning set forth in Section 6.1 of this Agreement.

“Common Council” means the Common Council of the City of Fort Wayne, Indiana.

“Contemplated Transaction” means: the (i) acquisition by the City of all the District’s sanitary sewer assets (i.e. **“Purchased Assets”**, as defined herein); (ii) the assumption of all the District’s Assumed Liabilities; and (iii) the provision of service to the District’s customers at a lower monthly user rate.

“Easements” means all rights, privileges, easements, licenses, prescriptive rights, rights-of ways, and rights to use public and private roads, highways, streets, railroads, and other areas owned or used by District in connection with the construction, reconstruction, installation, expansion, maintenance, and operation of the Purchased Assets (as defined below).

“Environmental Law” includes all federal, state, and local environmental laws and regulations, including, without limitation: (1) the United States Clean Water Act (also known as the United States Federal Water Pollution Control Act), 33 U.S.C. §§ 1251 et seq.; (2) the United States Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; (3) the United States Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq. (also known as Superfund); (4) the United States Superfund Amendment and Reauthorization Act of 1986, Public Law 99-499, 100 Stat., 1613; (5) the United States Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; (6) the United States Safe Drinking Water Act, 42 U.S.C. § 300j-8; (7) Title 13 of the Indiana Code; and (8) regulations related thereto. Any reference to legislative act or regulation shall be deemed to include all amendments thereto and all regulations, orders, decrees, judgments, or notices issued thereunder.

“Excluded Assets” means those assets, properties, and rights, both tangible and intangible, real and personal, of the District described in Section 3.2(C) and **Appendix L** hereto, which such Excluded Assets shall not be sold, conveyed, or transferred to the City pursuant to this Agreement.

“Permitted Exceptions” means those exceptions described in **Appendix M** hereto.

“Real Property” means the real property relating to the Purchased Assets, which is owned by the District and is to be conveyed to the City pursuant to this Agreement.

“Tax” means any income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, property, environmental, windfall profit, customs, vehicle, airplane, boat, vessel, or other title or registration, capital stock, franchise, employees' income withholding, foreign or domestic withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, value added, alternative, add-on minimum, and other tax, fee, assessment, levy, tariff, charge, or duty of any kind whatsoever and any interest, penalty, addition, or additional amount thereof imposed, assessed, or collected by or under the authority of any governmental body or payable under any tax-sharing agreement or any other contract.

SECTION 1.2 CONSTRUCTION AND INTERPRETATION.

A. Singular and Plural. Words that indicate a singular number shall include the plural in each case and vice versa, and words that indicate a person shall include legal entities, firms, and corporations.

B. Meaning of Certain Terms. The terms “herein,” “hereunder,” “hereby,” “hereof,”

and any similar terms, shall refer to this Agreement; the term “heretofore” shall mean before the date of execution of this Agreement; and the term “hereafter” shall mean on or after the date of execution of this Agreement.

C. Gender. Words that reference only one gender shall include all genders.

D. Construction of Agreement. This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the Parties hereto.

SECTION 1.3 INCORPORATION. The Appendices and Exhibits hereto and each of the documents referred to therein are incorporated and made a part hereof in their entirety by reference.

SECTION 1.4 SECTION HEADINGS. Any headings preceding the texts of the Articles, Sections, Appendices, or Exhibits in or to this Agreement shall be incorporated herein and shall be used to interpret the intent of this Agreement.

ARTICLE II

REPRESENTATIONS OF PARTIES

SECTION 2.1 REPRESENTATIONS OF THE CITY. The City makes the following representations and warranties to the District:

A. Authorization. The City has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution, delivery, and performance of this Agreement have been duly authorized by all necessary action on the part of the City and no other proceedings on the part of the City are necessary to authorize this Agreement or the consummation of the Contemplated Transaction. This Agreement has been duly and validly executed and delivered by the City and constitutes a valid and binding obligation of the City, enforceable in accordance with its terms.

B. No Conflict. Neither the execution and delivery of this Agreement by the City, nor the consummation of the Contemplated Transaction by the City will be in violation of, or conflict with, any City ordinance, resolution, or other internal documents.

C. No Brokers or Finders. The City has not employed any broker or finder or incurred any liability for any brokerage or finder’s fees or commissions or similar payments in connection with this Agreement or the Contemplated Transaction.

SECTION 2.2 REPRESENTATIONS OF THE DISTRICT. The District makes the following representations and warranties to the City:

A. Organization; Authorization. The District was formed and operates and exists pursuant to the Formation Order; is authorized to do business in such jurisdiction; and has all requisite corporate power and authority to enter into the Contemplated Transaction.

B. No Default; Binding Obligation. Except as disclosed in **Appendix F**, the District, to the best of its knowledge, is not in default under any provisions of the laws of the State of Indiana material to the performance of its obligations under this Agreement. The execution, delivery, and performance of this Agreement, and the consummation by the District of the Contemplated Transaction, have been duly authorized by all necessary board action on the part of the District. Assuming the due authorization, execution, and delivery by the City, this Agreement will be valid and enforceable against the District in accordance with its terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, reorganization, or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion of a court of competent jurisdiction in accordance with the general principles of equity.

C. No Litigation or Administrative Proceedings. Except as disclosed in **Appendix F**, there are no current actions, suits or proceedings at law or in equity pending or, to the District's knowledge, threatened against the District before any federal, state, municipal, or other court, administrative or governmental agency or instrumentality, domestic or foreign, which would affect the Purchased Assets or the District's right and ability to make and perform this Agreement; nor is the District aware of any facts which to its knowledge are likely to result in any such action, suit, or proceeding. The District is not materially in default with respect to any permit, order, or decree of any court or of any administrative or governmental agency or instrumentality affecting any of the Purchased Assets. The District agrees and covenants that it shall have a continuing duty to disclose to the City up to and including the Closing the existence and nature of all pending or threatened judicial or administrative suits, actions, proceedings, and orders which in any way materially relate to the construction, operation, or maintenance of the District Sewage System or the Purchased Assets.

D. No Brokers or Finders. The District has not dealt with any broker, salesman, or finder in connection with the transactions contemplated by this Agreement, and no sales commissions or finder's fees are due or payable as a result hereof.

E. Ownership of Purchased Assets. The District is the sole owner of the District Sewage System and the Purchased Assets.

F. Appendices. The District has delivered to the City the following Appendices, subject to any qualifications stated in the Appendices:

1. **Appendix A** is a schedule providing recording references to the recorded documents evidencing the District's ownership interest in each parcel of Real Property to be conveyed to the City.
2. **Appendix B** is the form of the Assignment and Assumption of Easements which is intended to assign all the District's easements to the City as of the Closing.
3. **Appendix C** contains a list of the material assets of the District comprising the District's utility facilities to be conveyed to the City.

4. **Appendix D** is a schedule of material construction work in progress with respect to the Purchased Assets.
5. **Appendix E** is a schedule of all current or active federal permits or applications from or filed with the Indiana Department of Nature Resources (“IDNR”), the Indiana Department of Environmental Management (“IDEM”), or any other local, state, or federal agency, together with effective dates and any expiration dates, which authorize the operation of the Purchased Assets by all such applicable governmental authorities and which schedule designates which, if any, of these permits are not transferable.
6. **Appendix F** is a schedule of litigation and material regulatory non-compliance issues affecting the Purchased Assets, which issues are known to the District and which may include notices of violation, inspection, or enforcement actions and specifically identifying the non-compliance issues identified by the regulatory authority.
7. **Appendix G** is an inventory of the material, equipment, tools, parts, laboratory equipment, computer equipment, and other personal property, other than the Excluded Assets, used by the District in connection with the operation of the District Sewage System to be conveyed to the City.
8. **Appendix H** is a schedule of all operating and vendor contracts affecting the District Sewage System and which are to be assumed by the City.
9. **Appendix I** is a schedule of all Acquired or Assumed Contracts that will be transferred to the City under the terms of this Agreement.
10. **Appendix J** is the current District Ordinance setting forth the existing schedule of rates, fees, and charges that the District is authorized to impose.
11. **Appendix K** is a schedule of notices received by the District regarding environmental or operational non-compliance with respect to the District Sewage System in the last five (5) years.
12. **Appendix L** is a schedule of Excluded Assets.
13. **Appendix M** is the list of Permitted Exceptions.
14. **Appendix N** is a list of those debts, liabilities, obligations, and other financial or service obligations of District to be assumed by the City on the Closing Date but not otherwise listed in this Agreement as being assumed by the City.
15. **Appendix O** is a schedule of sanitary sewer boundaries.

16. **Appendix P** is a Limited Special Warranty Deed for the conveyance of all Real Property set forth in **Appendix A**.
17. **Appendix Q** is a form of Petition to Indiana Department of Environmental Management.
18. **Appendix R** is a schedule of District Individual Septic Systems
19. **Appendix S** is the form of Interlocal Agreement.
20. **Appendix T** is the City's Policy for Grinder Pump Stations which will be in effect after Closing.
21. **Appendix U** is a Schedule of Class II Customers and their Expected Refunds.
22. Appendix V is a schedule of known material issues with the District Sewage System.

G. Compliance with Law. To its knowledge, the District is not in violation of any governmental law, rule, regulation, permitting condition, or other governmental requirement of any type or nature which violation would have a material adverse effect on the District Sewage System or the Purchased Assets.

H. Environmental Matters. To the knowledge of District, (1) there are no hazardous substances (as that term is defined in the Environmental Laws) located upon or beneath the Real Property to be conveyed to the City at concentrations that could reasonably be expected to result in the owner or operator of such Real Property being required to remediate such hazardous substances under Environmental Laws, and (2) except as set forth in **Appendix K**, the District is in material compliance with all applicable Environmental Laws relating to the District Sewage System. Except as set forth in **Appendix K**, the District has not received any written notice from any governmental authority finding material non-compliance with applicable Environmental Laws relating to the District Sewage System.

I. Condition of Assets. The management, officers, and directors of the District have no knowledge of material facts or issues, other than normal wear and tear normally occurring in like systems, adversely affecting the physical condition of the District Sewage System or the Purchased Assets which are not readily observable or which have not been disclosed in Appendix V. The City agrees, however, that it will take ownership of and title to all Purchased Assets in "as is" condition at Closing.

J. Necessary Easements and Land Rights. The District hereby represents and warrants that it has, to the best of its knowledge, and the City will have, all easements, rights of way, and land rights necessary for the operation, maintenance, and replacement of the Purchased Assets. The District further represents and warrants that all of its current facilities are, to the best of its knowledge, located within the Easements or upon property that the District owns and will be transferring to the City as part of this transaction.

ARTICLE III

PURCHASE AND SALE OF ASSETS

SECTION 3.1 PURCHASE AND SALE COVENANT. At the Closing, the City shall purchase, and the District shall sell and convey to the City, the Purchased Assets upon the terms and subject to the conditions set forth in this Agreement. At the Closing, the City shall assume responsibility for the performance and satisfaction of the District's obligations with respect to the Purchased Assets which constitute Assumed Liabilities in accordance with this Agreement. Notwithstanding anything contained in this Agreement to the contrary, in no event shall the City assume responsibility for the Excluded Liabilities.

SECTION 3.2 PURCHASED ASSETS.

A. District Assets Needed or Necessary for Service. The assets of the District to be purchased by the City hereunder (the "**Purchased Assets**") shall consist of any and all assets, business properties, and rights (both tangible and intangible) of the District and that the District owns, possesses, and are necessary to own, operate, replace, expand, and/or maintain the District Sewage System, including, but not limited to, the following:

1. All fee simple Real Property with respect to the District Sewage System as described in **Appendix A** hereof;
2. All Easements and land rights that the District owns or holds;
3. All collection and transmission system piping, pumping, and effluent and disposal facilities of every kind and description whatsoever including, without limitation, all trade fixtures, leasehold improvements, lift stations, pumps, generators, controls, tanks, distribution, collection, or transmission pipes or facilities, valves, service connections, and all other physical facilities, appurtenances and property installations used in the operation of the District Sewage System including but not limited to those items described in **Appendix C**, together with an assignment of all existing and assignable third-party warranties and ownership documents that relate to completed or in progress construction as more particularly described in **Appendix D**;
4. All as-built surveys and water plans, plats, engineering, and other drawings, designs, blueprints, plans and specifications, maintenance and operating manuals, engineering reports, calculations, computer studies, non-corporate accounting, and non-corporate business records and all other information relating to the District Sewage System in the District's possession;
5. To the extent that they may be lawfully transferred, all necessary regulatory approvals subject to all conditions, limitations, or restrictions contained therein; all existing permits and other governmental authorizations and approvals of any kind necessary to construct, operate, expand, and maintain the Purchased Assets according to all governmental requirements, as more specifically described in

Appendix E to this Agreement;

6. The following records in paper and electronic form, as available: (i) all information required by applicable law to be maintained related to the Purchased Assets; (ii) all information provided to the City through the due diligence process; (iii) engineering project files; (iv) electronic map files; (v) plans for engineering projects; (vi) environmental files; (vii) developer files; (viii) daily operations logs; (ix) operations files; (x) any consents or administrative orders; (xi) service and warranty records; (xii) equipment logs and operating guides and manuals; (xiii) database of customer accounts and customer records; (xiv) updated fixed asset list; and (xv) copies of the general ledger;
7. All claims of the District against third parties, whether choate or inchoate, known or unknown, contingent or non-contingent, relating to: (a) the Purchased Assets; and (b) a tacking of time periods for any prescriptive easement or adverse possession claim;
8. All of the Assumed Contracts relating to the Purchased Assets listed in **Appendix I**.
9. After payment of all Excluded Liabilities, all deposits, cash on hand and in accounts, certificates of deposit, debt service reserve accounts for the District Bonds, any funds set aside to make principal and interest payments on such bonds, and any other cash equivalents; and
10. All accounts receivable, tap and inspection fees, connection charges, and any other fees which are due and payable to the District.

B. No Encumbrances on Purchased Assets. The Purchased Assets shall be conveyed by the District to the City free and clear of all liens or encumbrances, subject to the Permitted Exceptions listed in **Appendix M**.

C. Exclusion of Certain Assets. The Purchased Assets do not and shall not include the Excluded Assets, if any as set forth in **Appendix L** to this Agreement.

D. Exclusion of Certain Liabilities. The City assumes any and all debts, liabilities, obligations, or other financial or service obligations of the District except for the Excluded Liabilities or except as may be otherwise provided hereunder or as may be otherwise provided in writing.

SECTION 3.3 PURCHASE PRICE. As initially noted in recital G, the Contemplated Transaction is generally designed so that the City will use the remainder of the District's available funds (and/or proceeds from the disposal of any Purchased Assets) on hand and the proceeds from the City Bonds to defease or pay off all of the District Bonds. For purposes of this Agreement, the purchase price ("**Purchase Price**") for the Purchased Assets shall be the principal amount of, and any accrued interest on, the District Bonds after application of the

available District funds. Based on a report from the District's financial advisor, the estimated outstanding principal balance on the District Bonds as of closing is \$12,756,000.00; the estimated accrued interest through Closing is \$117,092.98; and the amount of available District funds to apply against such outstanding balance will be approximately \$2,500,000.00. Accordingly, the Purchase Price will be approximately \$10,373,092.98. These amounts will later be "trued-up" as of the Closing Date and agreed upon by the Parties.

SECTION 3.4 CITY BONDS AND USE OF DISTRICT FUNDS. The City shall use the available District funds and issue revenue bonds (i.e. the City Bonds) in an amount sufficient to defease the District Bonds so that the District can, in turn, transfer the Purchased Assets free and clear of all liens and encumbrances and without any other debt. In an effort to achieve the lowest possible rate for the District's customers, the City will pursue a low interest loan and grant from the Indiana Finance Authority.

ARTICLE IV

CONDITIONS PRECEDENT TO CLOSING ON THE PURCHASED ASSETS

SECTION 4.1 PROVISION OF INFORMATION BY DISTRICT.

A. Information in Appendices. The District shall have gathered, and delivered to the City, the information described and to be encompassed by **Appendices A** through **U** hereof, which are more particularly described in Section 2.2 hereof.

B. Plans and Specifications. The District shall have made any plans or specifications for the Purchased Assets and other information related to the operation of the Purchased Assets that is available to the District available to the City, or its representatives (including City Utilities), for inspection during normal business hours and upon reasonable advance notice from the City.

A. Approval by any Regulatory Agencies. To the extent required, approval of this Agreement and the transfer of permits, licenses, or other approvals to the City so that the District is permitted to proceed with the Contemplated Transaction.

C. Interlocal Agreement. Mutual execution by the District and the City of the Interlocal Agreement, as hereinafter defined.

D. Termination of Certain Agreements. All service agreements between the Parties will effectively be terminated at closing without any further action of the Parties.

E. Representations, Warranties, and Agreements. (i) The representations and warranties of the City set forth in this Agreement shall have been true and correct when made and shall be true and correct in all material respects as of the Closing Date as though made at such time; and (ii) the City shall have performed and complied in all material respects with the obligations contained in this Agreement at or prior to the Closing;

SECTION 4.2 CONDITIONS PRECEDENT OF THE CITY. The obligation of the City to consummate the Contemplated Transaction is subject to satisfaction of the following conditions, unless waived by the City in writing:

B. Inspection. The completion of any inspections, reviews, audits, testing, and any other financial, legal, regulatory, and similar due diligence, in the City's sole discretion, on or before December 10, 2021;

C. Condition of Purchased Assets. The Purchased Assets shall be in a condition satisfactory to the City, in its sole discretion, after the completion of any appropriate inspections, reviews, and audits;

D. Financing. The City shall have obtained financing from the Indiana Finance Authority that is acceptable to the City, in its sole discretion, to enable it to pay the Purchase Price and assist it in performing its other obligations under this Agreement;

E. Approval by any Regulatory Agencies. To the extent required, approval of this Agreement and the transfer of permits, licenses, or other approvals to the City so that it can operate the Purchased Assets.

F. Assignment of Existing Service Agreements. The City shall obtain assignments of the District's agreements with the City of Woodburn, Indiana ("Woodburn"), City of New Haven, Indiana ("New Haven"), and Aqua Indiana, Inc. ("Aqua") (and all other agreements listed on Exhibit I). The District shall use commercially reasonable efforts to obtain the foregoing assignments; provided, however, the failure to secure any such assignments shall not be a breach of this Agreement by the District.

G. Termination of Certain Agreements. All service agreements between the Parties will effectively be terminated at closing without any further action of the Parties.

H. No Loss or Destruction. The Purchased Assets shall not either individually or in the aggregate have suffered any material loss, damage, destruction, casualty, or condemnation;

I. Representations, Warranties, and Agreements. (i) The representations and warranties of the District set forth in this Agreement shall have been true and correct when made and shall be true and correct in all material respects as of the Closing Date as though made at such time; and (ii) the District shall have performed and complied in all material respects with the obligations contained in this Agreement at or prior to the Closing;

J. Litigation. No actions or proceedings have been instituted or threatened in writing by any person, entity, or governmental body, seeking to restrain or prohibit or to recover damages relating to or arising out of the Contemplated Transaction;

K. Title Insurance. A title insurance policy insuring the title to the Real Property shall be obtained at the District's expense and shall: (i) not contain any exceptions to coverage except for the Permitted Exceptions; and (ii) insure that the City is acquiring good and marketable title to

the Real Property;

L. Schedules. The City shall have, in writing, and, in its sole discretion, approved and be agreeable to the form and content of each and every schedule attached hereto or referred to herein, such approval being subject to the City's satisfaction and acceptance of matters arising out of and related to such schedules after review, including but not limited to, decrees, orders, and pending litigation affecting the Purchased Assets, and the ability to legally assume the Acquired Contracts; and

M. Obligations Satisfied at Closing. The District shall have satisfied all financial and other obligations owed to its professionals, service providers, developers, and any other third party that are Excluded Liabilities as of the date of Closing.

SECTION 4.3 CONSENTS AND APPROVALS. The Parties shall have received evidence, in form and substance reasonably satisfactory to the respective counsel for the Parties, that all material consents, waivers, releases, authorizations, approvals, licenses, certificates, permits, and franchises, as may be necessary to lawfully consummate the Contemplated Transaction, and for the City to continue the operations of the Purchased Assets as they are now conducted, have been obtained, including, but not limited to, the following consents and approvals:

A. The Board of Trustees for the District shall have authorized the execution, delivery, and performance by the District of this Agreement, and the consummation of the Contemplated Transaction;

B. The Board shall have authorized the execution, delivery and performance by the City of this Agreement, and the consummation of the Contemplated Transaction;

C. The Mayor of the City shall have authorized the execution, delivery, and performance by the City of this Agreement, and the consummation of the Contemplated Transaction; and

D. The Common Council shall have authorized the execution, delivery, and performance by the City of this Agreement, and the consummation of the Contemplated Transaction.

SECTION 4.4 NO PROCEEDINGS. Neither the City nor the District shall be subject to any threatened or pending litigation, injunction, preliminary restraining order, or other similar decree of a court of competent jurisdiction prohibiting the consummation of this Agreement and the Contemplated Transaction.

SECTION 4.5 DISTRICT EMPLOYEES. All District employees will be encouraged to apply for open jobs with City Utilities, other City departments, and Allen County, Indiana ("County"). Any District employees hired by the City will be subject to the same collective bargaining, budgeting, and disciplinary procedures as other City employees. The City shall be responsible for payment of all wages, salaries, and benefits under the City's benefit plans, relating to all District employees hired by the City consistent with the City's policies, procedures, and guidelines or the applicable collective bargaining agreements.

SECTION 4.6 DEADLINE TO CLOSE AND DISBURSE. Notwithstanding any other provision in this Agreement, if the Closing does not occur on or before January 31, 2022, then the District or the City shall have the option of: (1) waiving this deadline or (2) terminating this Agreement (regardless whether the other Party waived this deadline), thereupon the City and the District shall have no liability and no further obligations to each other under this Agreement.

ARTICLE V

CERTAIN AGREEMENTS

SECTION 5.1 USER RATES FOR DISTRICT CUSTOMERS. Monthly rates for all District customers would change at Closing to no more than the sum of:

1. City Rates. The City flat sewer rate which will be the inside city rate or outside city rate as appropriate based on the customer's location; and

2. Capital Surcharges. Any existing capital surcharges applicable to the customer based on the customer's location, until the existing capital surcharge terminates on its own schedule. The Parties understand that approximately 395 District customers in eight neighborhoods are assessed a City monthly capital surcharge that covers the other broader costs of extending service to such customers specific to those neighborhoods (e.g. the Carrol Hand Area is \$20.00 and the Flutter Wheelock Area is \$22.50). These capital surcharges will continue after the acquisition and will be in addition to the rates listed in this paragraph until their termination on separate terms.

SECTION 5.2 DISTRICT BOARD. Upon execution of this Agreement, the District will petition IDEM to amend its formation order as follows:

A. New Board Makeup. The District's Board of Trustees ("**District Board**") shall be increased to nine (9) members to be appointed as follows:

1. One (1) member to be appointed by the County Commissioners for a one (1) year term; and
2. One member to be appointed by the County Council for a one (1) year term;
3. One member to be appointed by the City of Woodburn, Indiana, for a two (2) year term; and
4. Six (6) members to be appointed by the Mayor of the City (one (1) member shall have an initial term of two (2) years; two (2) members shall have an initial term of three (3) years; and three (3) members shall have an initial term of four (4) years).

B. Woodburn Appointment. Upon expiration or termination of the current agreement between the City of Woodburn, Indiana, and the District, Woodburn's appointment shall automatically revert or be transferred to the City which will result in the number of the Mayor's appointments increasing from six (6) to seven (7).

C. Modification of Automatic Adjustment of the District's Boundary. Section 3.A.(1) shall be modified as to eliminate the automatic adjustment of the District's boundaries to exclude any territory served by the City in accordance with the terms of that Section.

D. Petition. A copy of the agreed-upon form of the Petition to be filed with IDEM is attached as **Appendix Q**. The Parties agree to file the Petition as soon as reasonably practical after the District executes this Agreement on October 27, 2021, with the intent of receiving IDEM approval of the same before Closing.

E. Term of District Board Appointments. After expiration of the initial terms, all District Board members shall serve a four (4) year term at the pleasure of the appointing authorities.

F. Role of New District Board. The District Board will initially serve as an informational Board and clearinghouse of requests for sewer and/or potable water service in the unincorporated areas of the County by:

1. Conducting education and outreach efforts;
2. Collecting requests and petitions of those interested in service;
3. Conducting feasibility, engineering or investigation studies of those areas; and
4. Forwarding such completed information to the City for further action.

G. Changes to Role of District Board. The District Board may later decide to serve a different role in facilitating the provisions of sewer and/or water service in and around the District.

H. New District Board Contingent Closing. Any IDEM order reorganizing the District Board shall be contingent upon the closing of the Contemplated Transaction and the City becoming the service provider in the Territory.

SECTION 5.3 DISTRICT SEPTIC SYSTEMS. For those District customers that were provided replacement septic systems (approximately 23 residential homes) and are listed in **Appendix R**, the City shall continue to own and operate such septic systems until the planned completion of payments (10 years from their respective start) as listed for each customer/premise/account in **Appendix R**. After all payments are made by the City and all other obligations are satisfied, the ownership of and responsibility for such septic systems will be turned over to the customers as originally planned by the District.

SECTION 5.4 ADDITIONAL CONTRACTS. The following existing contracts will be addressed as follows:

A. Existing Operation and Maintenance Interlocal Agreement Between Parties. The current Operations and Maintenance Interlocal Agreement between City Utilities and the District under which City Utilities performs certain services on behalf of the District will become void upon Closing and the City will assume all responsibility and costs for operating the District's assets.

SECTION 5.5 INTERLOCAL AGREEMENT. The District and the City will enter into a separate Interlocal Agreement (“**Interlocal Agreement**”) authorizing the City to be the exclusive service provider in the Territory (established under the Formation Order) on behalf of the District, with the exception of any other territories established by state, county, or local agencies such as the Leo-Cedarville Regional Sewer District, the Maysville Regional Water and Sewer District, the City of New Haven, Indiana, the City of Woodburn, Indiana, the Town of Hometown, Indiana, and the Town of Grabill, Indiana. The agreed-upon form of the Interlocal Agreement that will be executed by the Parties at or before closing is attached as **Appendix S**.

SECTION 5.6 GRINDER PUMP STATIONS. The Parties understand that grinder pump stations (“**GPS**”) have, to date, allowed entities such as the District and City Utilities to provide sewer service to many customers that may not have otherwise been feasibly served; however, GPS are generally more costly to operate and maintain in comparison to other sewer service methods. The District shall transfer title to all GPS at Closing. The District understands that City intends that the GPS will be owned, operated, and selectively transferred in accordance with **Appendix T**.

SECTION 5.7 DISTRICT CUSTOMERS WITH PREPAID DEBT SERVICE. The Parties understand that certain District customers initially made an up-front, lump sum payment for each customer’s proportionate share of the cost associated with extending service to each customer. These District customers are commonly referred to and listed as “Class II” customers in the District’s rate ordinances and other documents. **Appendix U** includes a list of the District’s Class II customers subject to this section (as well as the calculated refund for each customer, see below). After Closing, the City shall refund the remaining portion of the up-front capital payments to the applicable customers, and all customers shall be subject to the City’s standard rates and charges.

SECTION 5.8 RIGHTS OF FIRST REFUSAL. The City recognizes that: (i) the District has agreements with New Haven and Aqua; and (ii) the agreements provide New Haven and Aqua with a right of first refusal to purchase the assets currently interconnected to each system. The City assumes all obligations of the District under these agreements, including the obligation to provide each party with notice that each may exercise its right of first refusal.

ARTICLE VI

CLOSING PROCEDURES

SECTION 6.1 DATES AND PLACE FOR CLOSING. The Closing of this Agreement and the Contemplated Transaction (the “**Closing**”) shall take place at the office of City Utilities, 200 East Berry Street, Suite 270, Fort Wayne, Indiana 46802, at 10:00 a.m. on December 15, 2021 (“**Closing Date**”), or such other place as the Parties mutually agree, provided satisfaction or waiver of the conditions set forth in this Agreement.

SECTION 6.2 CLOSING.

A. Documents for Closing. At least two (2) days prior to the Closing, the District shall furnish the documents listed in this Section 6.2, all in substantially the forms to be mutually agreed

upon by the Parties. At the Closing, District shall also furnish any necessary assignments, estoppel letters, releases, satisfactions, terminations, and any corrective instruments reasonably requested by the City.

B. Closing Documents. At the Closing, the City shall pay all recording fees necessary for transfer, filing, or recording the following documents affecting the transfer of the Purchased Assets to the City; these documents shall be in final form, together with any exhibits or appendices thereto, and the District shall deliver said documents to the City in the forms to be mutually agreed upon by the Parties (collectively, the “**Closing Documents**”):

1. A Warranty Deed in the form attached hereto as **Appendix P** for the conveyance of all Real Property set forth in **Appendix A**;
2. An Assignment and Assumption of Easements in the form attached hereto as **Appendix B**;
3. Transfer, Assignment, and Assumption Agreement covering all contracts, agreements, permits, and approvals and other interests in the Purchased Assets as set forth in **Appendices C, D, E, G, H, and I**;
4. A Bill of Sale and other documents of assignment and transfer, with full warranties of title, to all Purchased Assets other than the Real Property set forth in **Appendix A**;
5. Non-foreign affidavit, no-lien affidavit, “gap” affidavit, waiver, and release of lien, or such other forms as are customarily required for issuance of the title insurance policy referenced herein;
6. Any affidavits, certificates, estoppel certificates, corrective instruments, releases, satisfactions, or terminations reasonably necessary to consummate the transactions contemplated by this Agreement, including, but not limited to, those instruments identified by the title insurer insuring the Real Property set forth in **Appendix A**.
7. The executed Interlocal Agreement, the form of which is attached as **Appendix S**.

C. Consent From and Approval by Indiana Finance Authority. The District acknowledges that the City will issue the City Bonds (to the Indiana Finance Authority) in an amount sufficient to generate the proceeds necessary to pay the Purchase Price, as well as the soft costs associated therewith. Therefore, all Closing procedures shall be subject to the requirements of the Indiana Finance Authority.

D. Execution of Additional Documents to Effect Contemplated Transaction. From time to time prior to and after the Closing, each Party hereto shall, upon request of the other, execute, acknowledge, and deliver, or shall cause to be executed, acknowledged, and delivered, all such further acts, limited special warranty deeds, assignments, transfers or other documentation

for (1) confirming deeds or correcting title in the name of the City or perfecting possession by the City of any or all of the Purchased Assets in existence or use at the time of the Closing, including the establishment of Easements of record, without resort to litigation, expenditure of monies or other extraordinary means. For clarity, it is the intent of the District to sell, transfer, and convey any and all assets of the District (i.e. the Purchased Assets) to the City. The Parties agree to execute any documents reasonably necessary to effectuate that purpose both before and after Closing.

SECTION 6.3 ACCOUNTS RECEIVABLE; CUSTOMER DEPOSITS. District hereby agrees to cooperate with the City to ensure an orderly transition of all of its customers with respect to accounts receivable, customer deposits, billing, and customer service activities, including, but not limited to, working with the City on a compatible format for transfer of customer data. After the Closing Date, any payments received with respect to utility services provided utilizing the Purchased Assets shall belong to the City.

SECTION 6.4 PROFESSIONAL FEES; COSTS. Each Party shall be responsible for the payment of the fees of its own attorneys, bankers, engineers, accountants, and other professional advisors or consultants in connection with negotiation and preparation of this Agreement and all matters arising therefrom.

SECTION 6.5 RISK OF LOSS. At all times prior to and through the Closing Date, the District shall maintain adequate fire and extended insurance coverage for the cost of any repairs to the Purchased Assets that may be required by casualty damage. The risk of loss during the said period of time shall fall upon the District. The risk of loss shall pass to the City on the Closing Date.

ARTICLE VII

COVENANTS

SECTION 7.1 RIGHT TO ENTER; COOPERATION. After the date of execution of this Agreement and until the Closing, the District shall cooperate with the due diligence procedures of the City and shall provide the City and its representatives with access to the District's books and records for the Purchased Assets, including all relevant records of inventories, capital expenditures, maintenance, and monthly billings in the format currently maintained, and reasonable access to the Purchased Assets, all upon twenty four (24) hours' prior written notice to the District and during normal business hours.

SECTION 7.2 CONDUCT BETWEEN EXECUTION AND CLOSING. After the date of execution of this Agreement and until the Closing, the District: (i) shall conduct the operations of the District Sewage System only in the ordinary course of business in accordance with past practices and procedures, and use commercially reasonable efforts to maintain the Purchased Assets; and (ii) shall not, other than in the ordinary course of business, sell, transfer, assign, lease, or otherwise dispose of any of the Purchased Assets without the prior written notice and consent of the City:

A. No New Liabilities. Dispose of or incur liabilities with respect to, pledge, mortgage, grant a security interest in, or encumber any Purchased Assets;

B. Limited Salary Adjustments. Increase the base compensation of any District employee other than routine annual raises and merit increases;

C. No Modification of Agreements. Enter into, amend, or modify any employment or severance agreement or increase, terminate, amend, or otherwise modify in any material respect any plan or arrangement for the benefit of the District's employees; or

D. No Increased Liabilities. Increase any liabilities or obligations of the District other than in the ordinary course of business consistent with past practices and the expense projections provided to the City, including, without limitation, any capital expenditure programs.

Notwithstanding the foregoing, the District shall have the right until the Closing, to settle any or all disputes provided such settlement does not modify the District's rates, fees, charges, or revenue or materially modify the Purchased Assets.

SECTION 7.3 CITY'S LIABILITIES. The City shall not be obligated to pay any liability arising out of or in any connection whatsoever with this Agreement from any funds except from the net revenues realized by the City after the Closing on the City Bonds and the Closing from its ownership and operation of the Purchased Assets; provided, however, this limitation shall not create any obligation or liability for the District. It is further agreed that any obligations of the City arising out of or in any manner in connection with this Agreement shall not constitute a lien on the City Utilities' water or sewage systems or any other property owned or operated by the City.

ARTICLE VIII

GENERAL PROVISIONS

SECTION 8.1 APPLICABLE LAW; JURISDICTION AND VENUE.

A. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

B. Jurisdiction for Disputes. The Parties to this Agreement expressly consent to the jurisdiction of, and agree that exclusive venue and jurisdiction for any litigation arising under this Agreement shall be in, any state court located in any county that is directly contiguous with Allen County, Indiana, and in the United States District Court for the Northern District of Indiana.

SECTION 8.2 NOTICE.

A. Notice to Parties. All notices, certificates or other communications hereunder shall be in writing, shall be sufficiently given, and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, or by courier service, charges prepaid, to the Parties at the following addresses:

If to the City, to: Fort Wayne City Utilities
200 East Berry Street, Suite 270
Fort Wayne, Indiana 46802
Attention: Kumar Menon, Director

With a copy to: Bose McKinney & Evans LLP
111 Monument Circle, Suite 2700
Indianapolis, Indiana 46204
Attention: J. Christopher Janak, Esq.

If to the District, to: Allen County Regional Water & Sewer District
200 East Berry Street, Suite B-015
Fort Wayne, Indiana 46802
Attention: Ric Zehr, President

With a copy to: Carson LLP
301 West Jefferson Boulevard, Suite 200
Fort Wayne, Indiana 46802
Attn: Andrew Boxberger, Esq.

B. Notice Requirements. Any written notice given to one person in subsection (A) of this Section 8.2 shall also be copied and provided to all other persons identified in subsection (A) of this Section 8.2.

C. Changes of Address for Notice Purposes. The Parties may, by notice in writing given to the other, designate any future or different addresses to which the subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand, by electronic correspondence, or five (5) days after the date mailed.

SECTION 8.3 ASSIGNMENT AND JOINDER. Neither the District nor the City shall have the power or authority to assign this Agreement or any of its respective rights, duties, or obligations hereunder to a third party, without the prior written consent of the other Party. This Agreement shall be construed as solely for the benefit of the City, the District, and their successors by law, and no claim or cause of action shall accrue to or for the benefit of any other third party by reason hereof.

SECTION 8.4 AMENDMENTS AND WAIVERS. No amendment, supplement, modification, or waiver of this Agreement shall be binding upon either Party hereto unless executed in writing by such Party. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, unless otherwise expressly provided.

SECTION 8.5 ENTIRE AGREEMENT. This Agreement is the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions of the Parties, whether oral or written, pertaining to the subject matter

hereof, and there are no warranties, representations, or other agreements between the Parties in connection with the subject matter hereof, except as specifically set forth herein.

SECTION 8.6 EFFECT OF TERMINATION. In the event of the termination of this Agreement in accordance with its terms, this Agreement shall then become void and have no effect, with no liability on the part of any of the Parties to this Agreement or their affiliates, except that nothing shall relieve a Party from liability for any breach of this Agreement.

SECTION 8.7 PUBLICITY; ANNOUNCEMENTS. The Parties recognize that the Contemplated Transaction has already been addressed in a public forum. However, the Parties agree to issue an initial press release announcing the Parties' intent to consummate the Contemplated Transaction promptly following the date of execution of this Agreement and in a form which is prepared by the City and reasonably satisfactory to the District. To the extent practicable and as permitted by law, the City will coordinate with the District regarding the timing and content of any City notices or public statements regarding the Contemplated Transaction until the expiration of fifteen (15) days after the Closing Date.

SECTION 8.8 COUNTERPARTS. This Agreement may be executed by the Parties on any number of separate counterparts, and all such counterparts so executed constitute one agreement binding on all of the Parties notwithstanding that all the Parties are not signatories to the same counterpart. For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by portable document file ("**PDF**") is to be treated as an original document. The signature of any Party thereon shall be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any Party, any PDF document is to be re-executed in original form by the Parties who executed the PDF document. No Party may raise the use of a PDF or the fact that any signature was transmitted by PDF as a defense to the enforcement of this Agreement or any other document executed in compliance with this Section 7.7.

[remainder of page left intentionally blank; signature page follows]

IN WITNESS WHEREOF, the City, the District, and the County have caused this Agreement to be duly executed and entered into on the date first above written.

**CITY OF FORT WAYNE, INDIANA, BY
AND THROUGH ITS BOARD OF PUBLIC
WORKS**

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

**ALLEN COUNTY REGIONAL WATER
& SEWER DISTRICT**

By: _____

Printed: _____

Its: _____

Attest:

APPENDIX A

Schedule of Real Property

<u>Common Address</u>	<u>Parcel ID Number</u>	<u>Description</u>
1. Forest Trail, Fort Wayne, IN 46845	02-02-15-254-008.000-057	.04 A Tr S 1/2 Sw 1/4 Ne 1/4 Sec 15 Pt Of Block D Canyon Run Sec I
2. 11131 Arcola Road, Fort Wayne, IN 46818	02-06-33-203-002.000-049	Frl W 121.51 Of E 1642.91ft N Of Ditch Ne1/4 Sec 33
3. 10100 Flatrock Road, Fort Wayne, IN 46745	02-18-24-200-002.000-051	21.40AC TR E OF HOUK DITCH NW 1/4 NE 1/4 EX NW FRL W 64.6 FT OF FRLN 16 FT FOR R/W SEC 24

APPENDIX B

ASSIGNMENT AND ASSUMPTION OF EASEMENTS

This Assignment and Assumption of Easements (“Assignment”) is entered into this 15th day of December, 2021 by and between the Allen County Regional Water and Sewer District (“Assignor”), and the City of Fort Wayne, Indiana, by and through its Board of Public Works (“Assignee”). Assignor and Assignee are sometimes collectively referred to herein as the “Parties” and individually as a “Party”.

RECITALS:

WHEREAS, Assignor and Assignee entered into a Utility System Asset Acquisition Agreement on or about August 25, 2021 (the “Contract”); and

WHEREAS, in accordance with the terms of the Contract, Assignee is acquiring all of the assets of Assignor with the closing of the transaction scheduled to occur on or before December 15, 2021; and

WHEREAS, the District owns property rights in several properties in and around Allen County, Indiana, by way of easement agreements granted by third-party property owners (the “Easements”); and

WHEREAS, to effectuate the intent of the Contract, Assignor desires to assign its interests in all of the Easements to Assignee, and Assignee desires to assume the rights and responsibilities set forth in each of the Easements as set forth herein.

ASSIGNMENT:

NOW, THEREFORE, for and in consideration of the mutual undertakings set forth herein, the Parties hereto agree as follows:

1. Incorporation of Recitals. The Parties acknowledge and agree that the Recitals to this Assignment are true and correct, are material to this Assignment, and are fully incorporated by reference herein.
2. Assignment of Easements. Assignor hereby assigns, transfers, sets over, and conveys to Assignee all of its right, title, and interest in and to the Easements. Assignee hereby assumes all of Assignor’s rights and obligations under the Easements and agrees to indemnify and hold Assignor harmless therefrom.
3. Warranties by Assignor. Assignor represents and warrants that, to the best of its knowledge, the Easements are in full force and effect and are assignable. Assignor believes in good faith that it has the full right and authority to assign the Easements, and that the contractual rights transferred herein are free and clear of lien, encumbrance (excluding priority interests associated with interests in the servient estates), or adverse claim.

4. Easements are not Specifically Listed. It is the intent of this Assignment that Assignor is assigning all property rights and obligations contained in each and every easement agreement in which Assignor is a named party, whether as grantee or grantor.

5. Survival of Provisions. The covenants and obligations contained in this Assignment shall survive the consummation of the closing of the transactions contemplated by the Agreement and this Assignment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Indiana.

7. Conflict. In the event of any conflict or inconsistency between the terms hereof and the terms of the Agreement, the terms of the Agreement shall govern and control.

8. Interlocal Agreement. If it is later determined that this Assignment and Assumption of Easements is invalid or unenforceable for any reason, then the Parties agree that the Assignee may use and exercise any and all rights granted to Assignor under the original easements, provided such exercise of the Assignor's rights is consistent with the Interlocal Agreement executed between the Parties and dated as of December 15, 2021.

9. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be considered an original and together which shall constitute a single agreement binding all the Parties as if all had signed a single document. For purposes of executing this Assignment, a document signed and transmitted by electronic means (such as in PDF format via e-mail or via facsimile machine) is to be treated as an original document. The signature of any party thereon, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document.

10. Recordation. Assignee may, at its expense, record this document at any point in the future.

IN WITNESS WHEREOF, the Parties have executed this Assignment to be effective as of the date first written above.

Assignor

By: _____

Printed: _____

Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared Rick Zehr, by me known and by me known to be the President of the Allen County Regional Water and Sewer District, who acknowledged the execution of the foregoing "Assignment and Assumption of Easements " on behalf of the Assignor.

Witness my hand and Notarial Seal as of this ____ day of _____, 2021.

Notary Public

(Printed Signature)

My Commission Expires:

My County of Residence:

Assignee

By: _____

Printed: _____

Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, by me known and by me known to be the _____ of _____, who acknowledged the execution of the foregoing "Assignment and Assumption of Easements " on behalf of _____.

Witness my hand and Notarial Seal as of this ____ day of _____, 2021.

Notary Public

(Printed Signature)

My Commission Expires:

My County of Residence:

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

J. Christopher Janak

This instrument was prepared by: J. Christopher Janak, Attorney at Law, Bose McKinney & Evans, LLP, 111 Monument Circle, Suite 2700, Indianapolis, Indiana 46204.

APPENDIX C

Schedule of Material Assets Comprising the District Sewer System

Allen County Regional Water & Sewer District

Complete Asset Management Data Summary

Asset ID #	Asset Description	Year Installed	Quantity	Units	Unit Costs	Replacement Costs
Arcola Service Area						
102	PS #1 - Submersible Sewage Pump #1	2005	1	EA.	\$ 10,000.00	\$ 10,000.00
103	PS #1 - Submersible Sewage Pump #2	2005	1	EA.	\$ 10,000.00	\$ 10,000.00
105	PS #1 - Electrical Controls	2005	1	L.S.	\$ 5,000.00	\$ 5,000.00
106	GPS #2 - Submersible Sewage Pump #1	2007	1	EA.	\$ 2,500.00	\$ 2,500.00
107	GPS #2 - Submersible Sewage Pump #2	2007	1	EA.	\$ 2,500.00	\$ 2,500.00
109	GPS #2 - Electrical Controls	2007	1	L.S.	\$ 2,500.00	\$ 2,500.00
110	GPS #3 - Submersible Sewage Pump #1	2007	1	EA.	\$ 2,500.00	\$ 2,500.00
111	GPS #3 - Submersible Sewage Pump #2	2007	1	EA.	\$ 2,500.00	\$ 2,500.00
113	GPS #3 - Electrical Controls	2007	1	L.S.	\$ 2,500.00	\$ 2,500.00
114	FlowMeter #1 - Meter & Controls	2002	1	L.S.	\$ 10,000.00	\$ 10,000.00
Total Estimated Machinery & Equipment Value =						\$ 50,000.00
104	PS #1 - Structures w/Appurtenances	2005	1	L.S.	\$ 15,000.00	\$ 15,000.00
108	GPS #2 - Structure w/Appurtenances	2007	1	L.S.	\$ 5,000.00	\$ 5,000.00
112	GPS #3 - Structure w/Appurtenances	2007	1	L.S.	\$ 5,000.00	\$ 5,000.00
115	4" Gravity Sanitary Sewer	1985	425	L.F.	\$ 20.00	\$ 8,500.00
117	8" Gravity Sanitary Sewer	1985	3,430	L.F.	\$ 30.00	\$ 102,900.00
118	8" Gravity Sanitary Sewer	2005	65	L.F.	\$ 30.00	\$ 1,950.00
119	2-1/2" Force Main	1985	590	L.F.	\$ 12.00	\$ 7,080.00
120	3" Force Main	1985	705	L.F.	\$ 15.00	\$ 10,575.00
121	6" Force Main	1985	18,400	L.F.	\$ 20.00	\$ 368,000.00
123	Manholes	1985	15	EA.	\$ 2,500.00	\$ 37,500.00
124	Manhole	2005	1	EA.	\$ 2,500.00	\$ 2,500.00
125	Manhole	2005	1	EA.	\$ 2,500.00	\$ 2,500.00
126	8" Gravity Sanitary Sewer	2014	3085	L.F.	\$ 35.00	\$ 107,975.00
127	Manholes	2014	14	EA.	\$ 2,750.00	\$ 38,500.00
Total Estimated Infrastructure other than Buildings Value =						\$ 712,980.00

Prepared By:
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FORT WAYNE, INDIANA

Allen County Regional Water & Sewer District

Complete Asset Management Data Summary

Proposed ID #	Equipment Description	Year Installed	Quantity	Units	Unit Costs	Replacement Costs
215	Land	1985	21.4	Acres	\$ 3,550.00	\$ 75,970.00
Total Estimated Land Value =						\$ 75,970.00
220	Hoagland Maintenance Garage	1985	1	EA.	\$ 12,200.00	\$ 12,200.00
219	Hoagland Maintenance Garage - Chlorine Room Imp.	2012	1	EA.	\$ 6,000.00	\$ 6,000.00
Total Estimated Buildings Value =						\$ 18,200.00
151	GPS #1 - Submersible Sewage Pump #2	2007	1	EA.	\$ 2,500.00	\$ 2,500.00
153	GPS #1 - Electrical Controls	2007	1	L.S.	\$ 2,500.00	\$ 2,500.00
154	GPS #2 - Submersible Sewage Pump #1	2007	1	EA.	\$ 2,500.00	\$ 2,500.00
155	GPS #2 - Submersible Sewage Pump #2	2007	1	EA.	\$ 2,500.00	\$ 2,500.00
157	GPS #2 - Electrical Controls	2007	1	L.S.	\$ 2,500.00	\$ 2,500.00
158	GPS #3 - Submersible Sewage Pump #1	2007	1	EA.	\$ 2,500.00	\$ 2,500.00
159	GPS #3 - Submersible Sewage Pump #2	2007	1	EA.	\$ 2,500.00	\$ 2,500.00
161	GPS #3 - Electrical Controls	2007	1	L.S.	\$ 2,500.00	\$ 2,500.00
162	PS #4 - Submersible Sewage Pump #1	2007	1	EA.	\$ 7,500.00	\$ 7,500.00
163	PS #4 - Submersible Sewage Pump #2	2007	1	EA.	\$ 7,500.00	\$ 7,500.00
165	PS #4 - Electrical Controls	2007	1	L.S.	\$ 7,500.00	\$ 7,500.00
166	PS #5 - Submersible Sewage Pump #1	2007	1	EA.	\$ 12,500.00	\$ 12,500.00
167	PS #5 - Submersible Sewage Pump #2	2007	1	EA.	\$ 12,500.00	\$ 12,500.00
169	PS #5 - Electrical Controls	2007	1	L.S.	\$ 7,500.00	\$ 7,500.00
170	PS #6 - Submersible Sewage Pump #1	1999	1	EA.	\$ 5,000.00	\$ 5,000.00
171	PS #6 - Submersible Sewage Pump #2	1999	1	EA.	\$ 5,000.00	\$ 5,000.00
173	PS #6 - Electrical Controls	1999	1	L.S.	\$ 5,000.00	\$ 5,000.00
174	FlowMeter #1 - Meter & Controls	2004	1	L.S.	\$ 10,000.00	\$ 10,000.00
202	Aerator #1 - Cell #1	1994	1	EA.	\$ 12,500.00	\$ 12,500.00
203	Aerator #2 - Cell #2	1994	1	EA.	\$ 12,500.00	\$ 12,500.00
204	John Deere Tractor	1987	1	EA.	\$ 15,000.00	\$ 15,000.00
205	Flail Mower	1987	1	EA.	\$ 5,000.00	\$ 5,000.00
206	Sea Nymph Row Boat	1994	1	EA.	\$ 1,500.00	\$ 1,500.00
207	Trolling Motor	1994	1	EA.	\$ 400.00	\$ 400.00
208	Spare Sewage Pump (Original PS #5 pump)	1985	1	EA.	\$ 5,000.00	\$ 5,000.00
209	Spare Sewage Pump (Fits GPS #3 - Hoag.)	1985	1	EA.	\$ 3,500.00	\$ 3,500.00

210	Spare Sewage Pump (Fits PS #4 - Hoag.)	1985	1	EA.	\$	7,500.00	\$	7,500.00
211	Spare Sewage Pump (Grinder Pump)	?	1	EA.	\$	2,500.00	\$	2,500.00
212	Spare Sewage Pump (Fits GPS #2 - Hoag.)	1985	1	EA.	\$	3,500.00	\$	3,500.00
213	Spare Sewage Pump (Fits GPS #1 - Hoag.)	1985	1	EA.	\$	2,500.00	\$	2,500.00
214	Chlorination-Dechlorination Dosing Pumps	2012	1	EA.	\$	2,500.00	\$	2,500.00
216	Chlorination Equipment	2012	1	EA.	\$	30,000.00	\$	30,000.00
217	Effluent FlowMeter#2 - Meter & Controls	2012	1	EA.	\$	15,000.00	\$	15,000.00
218	Chlorination Well Pump & Controls	2012	1	EA.	\$	2,500.00	\$	2,500.00
Total Estimated Machinery & Equipment Value =								\$ 221,400.00
152	GPS #1 - Structure w/Appurtenances	2007	1	L.S.	\$	5,000.00	\$	5,000.00
156	GPS #2 - Structure w/Appurtenances	2007	1	L.S.	\$	5,000.00	\$	5,000.00
160	GPS #3 - Structure w/Appurtenances	2007	1	L.S.	\$	5,000.00	\$	5,000.00
164	PS #4 - Structures w/Appurtenances	2007	1	L.S.	\$	20,000.00	\$	20,000.00
168	PS #5 - Structures w/Appurtenances	2007	1	L.S.	\$	20,000.00	\$	20,000.00
172	PS #6 - Structures w/Appurtenances	1999	1	L.S.	\$	15,000.00	\$	15,000.00
175	6" Gravity Sanitary Sewer	1985	4,480	L.F.	\$	25.00	\$	112,000.00
176	8" Gravity Sanitary Sewer	Pre-1985	650	L.F.	\$	30.00	\$	19,500.00
177	8" Gravity Sanitary Sewer	1985	8,250	L.F.	\$	30.00	\$	247,500.00
178	8" Gravity Sanitary Sewer	1988	200	L.F.	\$	30.00	\$	6,000.00
179	8" Gravity Sanitary Sewer	1988-1989	2,740	L.F.	\$	30.00	\$	82,200.00
180	8" Gravity Sanitary Sewer	1991	1,600	L.F.	\$	30.00	\$	48,000.00
181	8" Gravity Sanitary Sewer	1996	2,860	L.F.	\$	30.00	\$	85,800.00
182	8" Gravity Sanitary Sewer	1996	2,120	L.F.	\$	30.00	\$	63,600.00
183	8" Gravity Sanitary Sewer	1997	945	L.F.	\$	30.00	\$	28,350.00
184	8" Gravity Sanitary Sewer	1998	1,470	L.F.	\$	30.00	\$	44,100.00
185	8" Gravity Sanitary Sewer	2001	1,490	L.F.	\$	30.00	\$	44,700.00
186	8" Gravity Sanitary Sewer	2003	1,610	L.F.	\$	30.00	\$	48,300.00
187	8" Gravity Sanitary Sewer	2003	1,355	L.F.	\$	30.00	\$	40,650.00
188	8" Gravity Sanitary Sewer	2004	5,465	L.F.	\$	30.00	\$	163,950.00
189	10" Gravity Sanitary Sewer	1985	480	L.F.	\$	35.00	\$	16,800.00
190	12" Gravity Sanitary Sewer	Pre-1985	600	L.F.	\$	45.00	\$	27,000.00
191	3" Force Main	1985	2,180	L.F.	\$	15.00	\$	32,700.00
192	4" Force Main	1985	3,850	L.F.	\$	15.00	\$	57,750.00
193	6" Force Main	1985	3,020	L.F.	\$	20.00	\$	60,400.00
194	8" Force Main	1996	5,900	L.F.	\$	25.00	\$	147,500.00
195	Manholes	Pre-1985	6	EA.	\$	2,500.00	\$	15,000.00
196	Manholes	1985-1989	42	EA.	\$	2,500.00	\$	105,000.00
197	Manholes	1990-1994	5	EA.	\$	2,500.00	\$	12,500.00
198	Manholes	1995-1999	24	EA.	\$	2,500.00	\$	60,000.00
199	Manholes	2000-2004	40	EA.	\$	2,500.00	\$	100,000.00
200	Sewage Treatment Facility - Cell #1-3	1985	3	EA.	\$	110,000.00	\$	330,000.00
201	Sewage Treatment Facility - Cell #4	1997	1	EA.	\$	145,000.00	\$	145,000.00
221	Effluent Manhole	2012	1	EA.	\$	3,000.00	\$	3,000.00

222	Chlorine Contact Tank	2012	1	E.A.	\$	35,000.00	\$	35,000.00
223	Effluent Metering Structure	2012	1	E.A.	\$	4,000.00	\$	4,000.00
224	Chlorination-Dechlorination Dosing Piping	2012	1	L.S.	\$	8,000.00	\$	8,000.00
Total Estimated Infrastructure other than Buildings Value =							\$	2,264,300.00

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Allen County Regional Water & Sewer District

Complete Asset Management Data Summary

Proposed ID #	Equipment Description	Year Installed	Quantity	Units	Unit Costs	Replacement Costs
Mayhew Service Area						
250	PS #1 - Submersible Sewage Pump #1	1997	1	E.A.	\$	5,000.00
251	PS #1 - Submersible Sewage Pump #2	1997	1	E.A.	\$	5,000.00
253	PS #1 - Electrical Controls	1997	1	L.S.	\$	5,000.00
254	GPS #2 - Submersible Sewage Pump #1	1997	1	E.A.	\$	2,500.00
255	GPS #2 - Submersible Sewage Pump #2	1997	1	E.A.	\$	2,500.00
257	GPS #2 - Electrical Controls	1997	1	L.S.	\$	2,500.00
258	FlowMeter #1 - Meter & Controls	1997	1	L.S.	\$	10,000.00
Total Estimated Machinery & Equipment Value =					\$	32,500.00
252	PS #1 - Structures w/Appurtenances	1997	1	L.S.	\$	15,000.00
256	GPS #2 - Structure w/Appurtenances	1997	1	L.S.	\$	5,000.00
259	8" Gravity Sanitary Sewer	1997	4,140	L.F.	\$	124,200.00
260	2" Force Main	1997	550	L.F.	\$	6,600.00
261	6" Force Main	1997	760	L.F.	\$	15,200.00
262	Manholes	1997	14	E.A.	\$	35,000.00
Total Estimated Infrastructure other than Buildings Value =					\$	201,000.00

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Complete Asset Management Data Summary

Proposed ID #	Equipment Description	Year Installed	Quantity	Units	Unit Costs	Replacement Costs
Canyon Run Service Area						
300	PS #1 - Submersible Sewage Pump #1	2001	1	EA.	\$ 10,000.00	\$ 10,000.00
301	PS #1 - Submersible Sewage Pump #2	2001	1	EA.	\$ 10,000.00	\$ 10,000.00
303	PS #1 - Electrical Controls	2001	1	L.S.	\$ 5,000.00	\$ 5,000.00
304	FlowMeter #1 - Meter & Controls	2001	1	L.S.	\$ 10,000.00	\$ 10,000.00
Total Estimated Machinery & Equipment Value =						\$ 35,000.00
302	PS #1 - Structures w/Appurtenances	2001	1	L.S.	\$ 15,000.00	\$ 15,000.00
305	8" Gravity Sanitary Sewer	1999-2000	2,220	L.F.	\$ 30.00	\$ 66,600.00
306	8" Gravity Sanitary Sewer	2001	3,870	L.F.	\$ 30.00	\$ 116,100.00
307	8" Gravity Sanitary Sewer	2003	850	L.F.	\$ 30.00	\$ 25,500.00
308	4" Force Main	2001	16,320	L.F.	\$ 15.00	\$ 244,800.00
309	Manholes	1999-2000	6	EA.	\$ 2,500.00	\$ 15,000.00
310	Manholes	2001	17	EA.	\$ 2,500.00	\$ 42,500.00
311	Manholes	2003	3	EA.	\$ 2,500.00	\$ 7,500.00
Total Estimated Infrastructure other than Buildings Value =						\$ 533,000.00

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Allen County Regional Water & Sewer District

Complete Asset Management Data Summary

Proposed ID #	Equipment Description	Year Installed	Quantity	Units	Unit Costs	Replacement Costs
Hessen Cassel Service Area						
350	PS #1 - Submersible Sewage Pump #1	2002	1	EA.	\$ 12,500.00	\$ 12,500.00
351	PS #1 - Submersible Sewage Pump #2	2002	1	EA.	\$ 12,500.00	\$ 12,500.00
353	PS #1 - Electrical Controls	2002	1	L.S.	\$ 5,000.00	\$ 5,000.00
354	PS #2 - Submersible Sewage Pump #1	2004	1	EA.	\$ 2,500.00	\$ 2,500.00
355	PS #2 - Submersible Sewage Pump #2	2002	1	EA.	\$ 2,500.00	\$ 2,500.00
357	PS #2 - Electrical Controls	2002	1	L.S.	\$ 5,000.00	\$ 5,000.00
358	Grinder Pump Station Pumps	2002	21	EA.	\$ 2,500.00	\$ 52,500.00
360	GPS - Electrical Controls	2002	21	EA.	\$ 1,500.00	\$ 31,500.00
361	Electrical Service Drops	2002	8	EA.	\$ 1,200.00	\$ 9,600.00
362	#6 Electrical Cable	2002	1,680	L.F.	\$ 10.00	\$ 16,800.00
363	#8 Electrical Cable	2002	960	L.F.	\$ 10.00	\$ 9,600.00
364	#10 Electrical Cable	2002	1,200	L.F.	\$ 10.00	\$ 12,000.00
365	#12 Electrical Cable	2002	380	L.F.	\$ 10.00	\$ 3,800.00
366	FlowMeter #1 - Meter & Controls	2002	1	L.S.	\$ 10,000.00	\$ 10,000.00
Total Estimated Machinery & Equipment Value =						\$ 185,800.00
352	PS #1 - Structures w/Appurtenances	2002	1	L.S.	\$ 15,000.00	\$ 15,000.00
356	PS #2 - Structures w/Appurtenances	2002	1	L.S.	\$ 10,000.00	\$ 10,000.00
359	Grinder Pump Station Basins	2002	21	EA.	\$ 2,000.00	\$ 42,000.00
367	8" Gravity Sanitary Sewer - SDR35	2002	4,800	L.F.	\$ 30.00	\$ 144,000.00
368	8" Gravity Sanitary Sewer - SDR21	2002	1,365	L.F.	\$ 35.00	\$ 47,775.00
369	2" Force Main	2002	N/A	L.F.	\$ -	\$ -
370	4" Force Main	2002	375	L.F.	\$ 15.00	\$ 5,625.00
371	6" Force Main	2002	18,815	L.F.	\$ 20.00	\$ 376,300.00
372	Manholes	2002	19	EA.	\$ 2,500.00	\$ 47,500.00
Total Estimated Infrastructure other than Buildings Value =						\$ 688,200.00

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Complete Asset Management Data Summary

Proposed ID #	Equipment Description	Year Installed	Quantity	Units	Unit Costs	Replacement Costs
Muldoon Road Service Area						
400	Grinder Pump Station Pumps	2005	24	EA.	\$ 2,500.00	\$ 60,000.00
402	GPS - Electrical Controls	2005	24	EA.	\$ 1,500.00	\$ 36,000.00
403	Electrical Service Drops	2005	6	EA.	\$ 1,200.00	\$ 7,200.00
404	#6 Electrical Cable	2005	3,980	L.F.	\$ 10.00	\$ 39,800.00
405	#8 Electrical Cable	2005	2,055	L.F.	\$ 10.00	\$ 20,550.00
406	#10 Electrical Cable	2005	980	L.F.	\$ 10.00	\$ 9,800.00
407	#12 Electrical Cable	2005	305	L.F.	\$ 10.00	\$ 3,050.00
408	FlowMeter #1 - Meter & Controls	2005	1	L.S.	\$ 10,000.00	\$ 10,000.00
Total Estimated Machinery & Equipment Value =						\$ 186,400.00
401	Grinder Pump Station Basins	2005	24	EA.	\$ 2,000.00	\$ 48,000.00
409	2" Force Main	2005	2,920	L.F.	\$ 12.00	\$ 35,040.00
410	3" Force Main	2005	3,230	L.F.	\$ 15.00	\$ 48,450.00
Total Estimated Infrastructure other than Buildings Value =						\$ 131,490.00

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Allen County Regional Water & Sewer District

Complete Capital Asset Management Data Summary

Year End 2007

Arcola Service Area

Total Estimated Infrastructure other than Buildings Value = \$ 566,505.00
Total Estimated Machinery & Equipment Value = \$ 50,000.00
Total Estimated Construction In Progress Value = \$ 42,500.00

Hoagland Service Area

Total Estimated Land Value = \$ 75,970.00
Total Estimated Buildings Value = \$ 12,200.00
Total Estimated Infrastructure other than Buildings Value = \$ 2,214,300.00
Total Estimated Machinery & Equipment Value = \$ 171,400.00
Total Estimated Construction In Progress Value = \$ 83,113.00

Mayhew Service Area

Total Estimated Infrastructure other than Buildings Value = \$ 201,000.00
Total Estimated Machinery & Equipment Value = \$ 32,500.00

Canyon Run Service Area

Total Estimated Infrastructure other than Buildings Value = \$ 533,000.00
Total Estimated Machinery & Equipment Value = \$ 35,000.00

Hessen Cassel Service Area

Total Estimated Infrastructure other than Buildings Value = \$ 688,200.00
Total Estimated Machinery & Equipment Value = \$ 185,800.00

Muldoon Road Service Area

Total Estimated Infrastructure other than Buildings Value = \$ 131,490.00
Total Estimated Machinery & Equipment Value = \$ 186,400.00

Total 2007 Estimated District Capital Assets Value = \$ 5,209,378

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Allen County Regional Water & Sewer District

Complete Capital Asset Management Data Summary

Year End 2008

Georgian Park Service Area

Total Estimated Land Value = \$ 6,229.00
Total Estimated Infrastructure other than Buildings Value = \$ 276,775.00
Total Estimated Machinery & Equipment Value = \$ 40,000.00

Kroemer Road Service Area

Total Estimated Infrastructure other than Buildings Value = \$ 9,400.00
Total Estimated Machinery & Equipment Value = \$ 12,250.00

Platter Parkway Service Area

Total Estimated Infrastructure other than Buildings Value = \$ 229,075.00
Total Estimated Machinery & Equipment Value = \$ 40,000.00

Thiele Road Service Area

Total Estimated Infrastructure other than Buildings Value = \$ 23,880.00
Total Estimated Machinery & Equipment Value = \$ 24,050.00

Total 2008 Estimated District Capital Assets Value = \$ 5,745,424

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Allen County Regional Water & Sewer District

Complete Capital Asset Management Data Summary

Year End 2009

Riverhaven Service Area

Total Estimated Infrastructure other than Buildings Value = \$ 301,903.00
Total Estimated Machinery & Equipment Value = \$ 479,500.00

US 27 - Monroeville Road Service Area

Total Estimated Land Value = \$ 10,000.00
Total Estimated Infrastructure other than Buildings Value = \$ 142,746.00
Total Estimated Machinery & Equipment Value = \$ 172,500.00

Wayne Trace - Tillman - Trentman Service Area

Total Estimated Infrastructure other than Buildings Value = \$ 653,960.00
Total Estimated Machinery & Equipment Value = \$ 179,000.00
Total Estimated Construction In Progress Value = \$ 169,597.00

Winchester - Dodane Service Area

Total Estimated Infrastructure other than Buildings Value = \$ 236,680.00
Total Estimated Machinery & Equipment Value = \$ 232,150.00
Total Estimated Construction In Progress Value = \$ 76,078.00

Bostick Road Service Area

Total Estimated Infrastructure other than Buildings Value = \$ 38,380.00
Total Estimated Machinery & Equipment Value = \$ 37,900.00
Total Estimated Construction In Progress Value = \$ 26,150.00

Total 2009 Estimated District Capital Assets Value = \$ 8,501,968

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Complete Asset Management Data Summary

Proposed ID #	Equipment Description	Year Installed	Quantity	Units	Unit Costs	Replacement Costs
475	Land	2008	1.78	Acres	\$ 3,500.00	\$ 6,229.00
Georgian Park Service Area						
Total Estimated Land Value = \$ 6,229.00						
450	PS #1 - Submersible Sewage Pump #1	2008	1	EA.	\$ 7,500.00	\$ 7,500.00
451	PS #1 - Submersible Sewage Pump #2	2008	1	EA.	\$ 7,500.00	\$ 7,500.00
453	PS #1 - Electrical Controls	2008	1	L.S.	\$ 10,000.00	\$ 10,000.00
454	FlowMeter #1 - Meter & Controls	2008	1	L.S.	\$ 15,000.00	\$ 15,000.00
Total Estimated Machinery & Equipment Value = \$ 40,000.00						
452	PS #1 - Structures w/Appurtenances	2008	1	L.S.	\$ 15,000.00	\$ 15,000.00
455	8" Gravity Sanitary Sewer - SDR35	2008	3,465	L.F.	\$ 30.00	\$ 103,950.00
456	8" Gravity Sanitary Sewer- SDR21	2008	745	L.F.	\$ 35.00	\$ 26,075.00
457	4" Force Main	2008	5,950	L.F.	\$ 15.00	\$ 89,250.00
458	Manholes	2008	17	EA.	\$ 2,500.00	\$ 42,500.00
Total Estimated Infrastructure other than Buildings Value = \$ 276,775.00						

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Complete Asset Management Data Summary

Proposed ID #	Equipment Description	Year Installed	Quantity	Units	Unit Costs	Replacement Costs
Kroemer Road Service Area						
500	Grinder Pump Station Pumps	2008	2	EA.	\$ 2,500.00	\$ 5,000.00
502	GPS - Electrical Controls	2008	2	EA.	\$ 1,750.00	\$ 3,500.00
503	Electrical Service Drops	2008	1	EA.	\$ 1,750.00	\$ 1,750.00
504	#8 Electrical Cable	2008	200	L.F.	\$ 10.00	\$ 2,000.00
Total Estimated Machinery & Equipment Value =						\$ 12,250.00
501	Grinder Pump Station Basins	2008	2	EA.	\$ 2,000.00	\$ 4,000.00
505	1-1/2" Force Main	2008	450	L.F.	\$ 12.00	\$ 5,400.00
Total Estimated Infrastructure other than Buildings Value =						\$ 9,400.00

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Complete Asset Management Data Summary

Proposed ID #	Equipment Description	Year Installed	Quantity	Units	Unit Costs	Replacement Costs
Platter Parkway Service Area						
525	PS #1 - Submersible Sewage Pump #1	2008	1	EA.	\$ 7,500.00	\$ 7,500.00
526	PS #1 - Submersible Sewage Pump #2	2008	1	EA.	\$ 7,500.00	\$ 7,500.00
528	PS #1 - Electrical Controls	2008	1	L.S.	\$ 10,000.00	\$ 10,000.00
529	FlowMeter #1 - Meter & Controls	2008	1	L.S.	\$ 15,000.00	\$ 15,000.00
Total Estimated Machinery & Equipment Value = \$ 40,000.00						
527	PS #1 - Structures w/Appurtenances	2008	1	L.S.	\$ 15,000.00	\$ 15,000.00
530	8" Gravity Sanitary Sewer - SDR35	2008	3,185	L.F.	\$ 30.00	\$ 95,550.00
531	8" Gravity Sanitary Sewer- SDR21	2008	1,615	L.F.	\$ 35.00	\$ 56,525.00
532	4" Force Main	2008	800	L.F.	\$ 15.00	\$ 12,000.00
533	Manholes	2008	20	EA.	\$ 2,500.00	\$ 50,000.00
Total Estimated Infrastructure other than Buildings Value = \$ 229,075.00						

Prepared By:
COMMONWEALTH ENGINEERS, INC.
FORT WAYNE, INDIANA

Allen County Regional Water & Sewer District

Complete Asset Management Data Summary

Proposed ID #	Equipment Description	Year Installed	Quantity	Units	Unit Costs	Replacement Costs
Thiele Road Service Area						
550	Grinder Pump Station Pumps	2008	3	EA.	\$ 2,500.00	\$ 7,500.00
553	GPS - Electrical Controls	2008	3	EA.	\$ 1,750.00	\$ 5,250.00
554	Electrical Service Drops	2008	2	EA.	\$ 1,750.00	\$ 3,500.00
555	#6 Electrical Cable	2008	380	L.F.	\$ 10.00	\$ 3,800.00
556	#8 Electrical Cable	2008	400	L.F.	\$ 10.00	\$ 4,000.00
Total Estimated Machinery & Equipment Value = \$ 24,050.00						
551	Grinder Pump Station Basins - 10'	2008	2	EA.	\$ 2,000.00	\$ 4,000.00
552	Grinder Pump Station Basins - 8'	2008	1	EA.	\$ 2,000.00	\$ 2,000.00
557	2" Force Main	2008	1,490	L.F.	\$ 12.00	\$ 17,880.00
Total Estimated Infrastructure other than Buildings Value = \$ 23,880.00						

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Allen County Regional Water & Sewer District

Complete Asset Management Data Summary

Proposed ID #	Equipment Description	Year Installed	Quantity	Units	Unit Costs	Replacement Costs
Riverhaven Service Area						
575	Grinder Pump Station Pumps	2009	68	EA.	\$ 2,500.00	\$ 170,000.00
577	GPS - Electrical Controls	2009	68	EA.	\$ 1,500.00	\$ 102,000.00
578	Electrical Service Drops	2009	15	EA.	\$ 1,500.00	\$ 22,500.00
579	Electrical Cable*	2009	17,000	L.F.	\$ 10.00	\$ 170,000.00
580	FlowMeter #1 - Meter & Controls	2009	1	L.S.	\$ 15,000.00	\$ 15,000.00
Total Estimated Machinery & Equipment Value = \$ 479,500.00						
576	Grinder Pump Station Basins	2009	68	EA.	\$ 2,000.00	\$ 136,000.00
581	2" Force Main	2009	4,802	L.F.	\$ 12.00	\$ 57,624.00
582	2-1/2" Force Main	2009	3,684	L.F.	\$ 14.00	\$ 51,576.00
583	3" Force Main	2009	1,505	L.F.	\$ 15.00	\$ 22,575.00
584	4" Force Main	2009	1,896	L.F.	\$ 18.00	\$ 34,128.00
Total Estimated Infrastructure other than Buildings Value = \$ 301,903.00						

* - Estimated Length

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Allen County Regional Water & Sewer District

Complete Asset Management Data Summary

Proposed ID #	Equipment Description	Year Installed	Quantity	Units	Unit Costs	Replacement Costs
US 27 - Monroeville Road Service Area						
610	Land	2009	2.86	Acres	\$ 3,500.00	\$ 10,000.00
Total Estimated Land Value =					\$	10,000.00
600	Grinder Pump Station Pumps	2009	24	EA.	\$ 2,500.00	\$ 60,000.00
602	GPS - Electrical Controls	2009	24	EA.	\$ 1,500.00	\$ 36,000.00
603	Electrical Service Drops	2009	11	EA.	\$ 1,500.00	\$ 16,500.00
604	Electrical Cable*	2009	6,000	L.F.	\$ 10.00	\$ 60,000.00
Total Estimated Machinery & Equipment Value =					\$	172,500.00
601	Grinder Pump Station Basins	2009	24	EA.	\$ 2,000.00	\$ 48,000.00
605	1-1/2" Force Main	2009	1,575	L.F.	\$ 12.00	\$ 18,900.00
606	2" Force Main	2009	468	L.F.	\$ 12.00	\$ 5,616.00
607	3" Force Main	2009	4,682	L.F.	\$ 15.00	\$ 70,230.00
Total Estimated Infrastructure other than Buildings Value =					\$	142,746.00

* - Estimated Length

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Allen County Regional Water & Sewer District

Complete Asset Management Data Summary

Proposed ID #	Equipment Description	Year Installed	Quantity	Units	Unit Costs	Replacement Costs
Wayne Trace - Tillman - Trentman Service Area						
625	PS #1 - Submersible Sewage Pump #1	2009	1	EA.	\$ 10,000.00	\$ 10,000.00
626	PS #1 - Submersible Sewage Pump #2	2009	1	EA.	\$ 10,000.00	\$ 10,000.00
628	PS #1 - Electrical Controls	2009	1	L.S.	\$ 10,000.00	\$ 10,000.00
629	PS #2 - Submersible Sewage Pump #1	2009	1	EA.	\$ 7,500.00	\$ 7,500.00
630	PS #2 - Submersible Sewage Pump #2	2009	1	EA.	\$ 7,500.00	\$ 7,500.00
632	PS #2 - Electrical Controls	2009	1	L.S.	\$ 10,000.00	\$ 10,000.00
633	Grinder Pump Station Pumps	2009	17	EA.	\$ 2,500.00	\$ 42,500.00
635	GPS - Electrical Controls	2009	17	EA.	\$ 1,500.00	\$ 25,500.00
636	Electrical Service Drops	2009	9	EA.	\$ 1,500.00	\$ 13,500.00
637	Electrical Cable*	2009	4,250	L.F.	\$ 10.00	\$ 42,500.00
Total Estimated Machinery & Equipment Value =						\$ 179,000.00
627	PS #1 - Structures w/Appurtenances	2009	1	L.S.	\$ 15,000.00	\$ 15,000.00
631	PS #2 - Structures w/Appurtenances	2009	1	L.S.	\$ 15,000.00	\$ 15,000.00
634	Grinder Pump Station Basins	2009	17	EA.	\$ 2,000.00	\$ 34,000.00
638	8" Gravity Sanitary Sewer - SDR35	2009	10,681	L.F.	\$ 30.00	\$ 320,430.00
639	8" Gravity Sanitary Sewer - SDR21	2009	210	L.F.	\$ 35.00	\$ 7,350.00
640	12" Gravity Sanitary Sewer - SDR35	2009	62	L.F.	\$ 8.00	\$ 496.00
641	1-1/2" Force Main	2009	2,382	L.F.	\$ 12.00	\$ 28,584.00
642	2" Force Main	2009	3,395	L.F.	\$ 12.00	\$ 40,740.00
643	4" Force Main	2009	4,324	L.F.	\$ 15.00	\$ 64,860.00
644	Manholes	2009	51	EA.	\$ 2,500.00	\$ 127,500.00
Total Estimated Infrastructure other than Buildings Value =						\$ 653,960.00

* - Estimated Length

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Allen County Regional Water & Sewer District

Complete Asset Management Data Summary

Proposed ID #	Equipment Description	Year Installed	Quantity	Units	Unit Costs	Replacement Costs
Winchester - Dodane Service Area						
650	Grinder Pump Station Pumps	2009	32	EA.	\$ 2,500.00	\$ 80,000.00
653	GPS - Electrical Controls	2009	32	EA.	\$ 1,500.00	\$ 48,000.00
654	Electrical Service Drops	2009	11	EA.	\$ 1,500.00	\$ 16,500.00
655	#6 Electrical Cable	2009	4,405	L.F.	\$ 10.00	\$ 44,050.00
656	#8 Electrical Cable	2009	1,175	L.F.	\$ 10.00	\$ 11,750.00
657	#10 Electrical Cable	2009	995	L.F.	\$ 10.00	\$ 9,950.00
658	#12 Electrical Cable	2009	690	L.F.	\$ 10.00	\$ 6,900.00
659	FlowMeter #1 - Meter & Controls	2009	1	L.S.	\$ 15,000.00	\$ 15,000.00
Total Estimated Machinery & Equipment Value =						\$ 232,150.00
651	Grinder Pump Station Basins - 10'	2009	13	EA.	\$ 2,000.00	\$ 26,000.00
652	Grinder Pump Station Basins - 8'	2009	19	EA.	\$ 2,000.00	\$ 38,000.00
660	2" Force Main	2009	1,865	L.F.	\$ 12.00	\$ 22,380.00
661	3" Force Main	2009	10,020	L.F.	\$ 15.00	\$ 150,300.00
Total Estimated Infrastructure other than Buildings Value =						\$ 236,680.00

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Allen County Regional Water & Sewer District

Complete Asset Management Data Summary

Proposed ID #	Equipment Description	Year Installed	Quantity	Units	Unit Costs	Replacement Costs
Bostick Road Service Area						
675	Grinder Pump Station Pumps	2009	6	E.A.	\$ 2,500.00	\$ 15,000.00
677	GPS - Electrical Controls	2009	6	E.A.	\$ 1,500.00	\$ 9,000.00
678	Electrical Service Drops	2009	2	E.A.	\$ 1,500.00	\$ 3,000.00
679	#6 Electrical Cable	2009	330	L.F.	\$ 10.00	\$ 3,300.00
680	#8 Electrical Cable	2009	530	L.F.	\$ 10.00	\$ 5,300.00
681	#10 Electrical Cable	2009	195	L.F.	\$ 10.00	\$ 1,950.00
682	#12 Electrical Cable	2009	35	L.F.	\$ 10.00	\$ 350.00
Total Estimated Machinery & Equipment Value =						\$ 37,900.00
676	Grinder Pump Station Basins	2009	6	E.A.	\$ 2,000.00	\$ 12,000.00
683	8" Gravity Sanitary Sewer - SDR35	2009	10	L.F.	\$ 30.00	\$ 300.00
684	2" Force Main	2009	1,965	L.F.	\$ 12.00	\$ 23,580.00
685	Manhole	2009	1	E.A.	\$ 2,500.00	\$ 2,500.00
Total Estimated Infrastructure other than Buildings Value =						\$ 38,380.00

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Allen County Regional Water & Sewer District

Complete Asset Management Data Summary

Proposed ID #	Equipment Description	Year Installed	Quantity	Units	Unit Costs	Replacement Costs
Winters Road Service Area						
686	Grinder Pump Station Pumps	2010	2	E.A.	\$ 2,500.00	\$ 5,000.00
688	GPS - Electrical Controls	2010	2	E.A.	\$ 1,500.00	\$ 3,000.00
Total Estimated Machinery & Equipment Value =						\$ 8,000.00
687	Grinder Pump Station Basins	2010	2	E.A.	\$ 1,500.00	\$ 3,000.00
Total Estimated Infrastructure other than Buildings Value =						\$ 3,000.00

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Allen County Regional Water & Sewer District

Complete Asset Management Data Summary

Proposed ID #	Equipment Description	Year Installed	Quantity	Units	Unit Costs	Replacement Costs
Plantation Park Addition- Huguenard Road Service Area						
689	Grinder Pump Station Pumps	2010	13	EA.	\$ 2,500.00	\$ 32,500.00
691	GPS - Electrical Controls	2010	13	EA.	\$ 1,500.00	\$ 19,500.00
Total Estimated Machinery & Equipment Value = \$ 52,000.00						
690	Grinder Pump Station Basins	2010	13	EA.	\$ 1,500.00	\$ 19,500.00
Total Estimated Infrastructure other than Buildings Value = \$ 19,500.00						

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Allen County Regional Water & Sewer District

Complete Asset Management Data Summary

Proposed ID #	Equipment Description	Year Installed	Quantity	Units	Unit Costs	Replacement Costs
Maples Road - Hughes Drive Service Area						
692	Grinder Pump Station Pumps	2010	3	EA.	\$ 2,500.00	\$ 7,500.00
694	GPS - Electrical Controls	2010	3	EA.	\$ 1,500.00	\$ 4,500.00
Total Estimated Machinery & Equipment Value = \$ 12,000.00						
693	Grinder Pump Station Basins	2010	3	EA.	\$ 1,500.00	\$ 4,500.00
Total Estimated Infrastructure other than Buildings Value = \$ 4,500.00						

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Allen County Regional Water & Sewer District

Complete Asset Management Data Summary

Proposed ID #	Equipment Description	Year Installed	Quantity	Units	Unit Costs	Replacement Costs
Leo Road Service Area						
695	Grinder Pump Station Pumps	2011	5	EA.	\$ 2,500.00	\$ 12,500.00
697	GPS - Electrical Controls	2011	5	EA.	\$ 1,500.00	\$ 7,500.00
Total Estimated Machinery & Equipment Value =						\$ 20,000.00
696	Grinder Pump Station Basins	2011	5	EA.	\$ 1,500.00	\$ 7,500.00
Total Estimated Infrastructure other than Buildings Value =						\$ 7,500.00

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Allen County Regional Water & Sewer District

Complete Asset Management Data Summary

Proposed ID #	Equipment Description	Year Installed	Quantity	Units	Unit Costs	Replacement Costs
Winchester Road - Kinnerk Road - Allison Avenue - Boggs Avenue Service Area						
698	Grinder Pump Station Pumps	2011	21	EA.	\$ 2,500.00	\$ 52,500.00
700	GPS - Electrical Controls	2011	21	EA.	\$ 1,500.00	\$ 31,500.00
Total Estimated Machinery & Equipment Value =						\$ 84,000.00
699	Grinder Pump Station Basins	2011	21	EA.	\$ 1,500.00	\$ 31,500.00
Total Estimated Infrastructure other than Buildings Value =						\$ 31,500.00

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Allen County Regional Water & Sewer District

Complete Asset Management Data Summary

Proposed ID #	Equipment Description	Year Installed	Quantity	Units	Unit Costs	Replacement Costs
Cedar Canyons Addition - Cedar Shores Addition Service Area						
701	Grinder Pump Station Pumps	2011	53	EA.	\$ 2,500.00	\$ 132,500.00
703	GPS - Electrical Controls	2011	53	EA.	\$ 1,500.00	\$ 79,500.00
Total Estimated Machinery & Equipment Value =						\$ 212,000.00
702	Grinder Pump Station Basins	2011	53	EA.	\$ 1,500.00	\$ 79,500.00
Total Estimated Infrastructure other than Buildings Value =						\$ 79,500.00

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Allen County Regional Water & Sewer District

Complete Capital Asset Management Data Summary

Winters Road Service Area

Year End 2010

Total Estimated Infrastructure other than Buildings Value = \$ 3,000.00
 Total Estimated Machinery & Equipment Value = \$ 8,000.00

Plantation Park Addition- Huguenard Road Service Area

Total Estimated Infrastructure other than Buildings Value = \$ 19,500.00
 Total Estimated Machinery & Equipment Value = \$ 52,000.00

Maples Road - Hughes Drive Service Area

Total Estimated Infrastructure other than Buildings Value = \$ 4,500.00
 Total Estimated Machinery & Equipment Value = \$ 12,000.00

Total 2010 Estimated District Capital Assets Value = \$ 8,329,143

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Allen County Regional Water & Sewer District

Complete Capital Asset Management Data Summary

	<u>Year End 2011</u>
Leo Road Service Area	
Total Estimated Infrastructure other than Buildings Value =	\$ 7,500.00
Total Estimated Machinery & Equipment Value =	\$ 20,000.00
Winchester Road - Kinnerk Road - Allison Avenue - Boggs Avenue Service Area	
Total Estimated Infrastructure other than Buildings Value =	\$ 31,500.00
Total Estimated Machinery & Equipment Value =	\$ 84,000.00
Cedar Canyons Addition - Cedar Shores Addition Service Area	
Total Estimated Infrastructure other than Buildings Value =	\$ 79,500.00
Total Estimated Machinery & Equipment Value =	\$ 212,000.00
Total Estimated Construction In Progress Value =	\$ 225,000.00
Total 2011 Estimated District Capital Assets Value =	\$ 8,988,643

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Allen County Regional Water & Sewer District

Complete Capital Asset Management Data Summary

	<u>Year End 2012</u>
Hoagland Service Area	
Total Estimated Buildings Value =	\$ 6,000.00
Total Estimated Infrastructure other than Buildings Value =	\$ 50,000.00
Total Estimated Machinery & Equipment Value =	\$ 50,000.00
Total Estimated Construction In Progress Value =	\$ 10,000.00
Total 2012 Estimated District Capital Assets Value =	\$ 8,879,643

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Allen County Regional Water & Sewer District

Complete Capital Asset Management Data Summary

Year End 2013

Greater Cedar Creek Service Area

Total Estimated Infrastructure other than Buildings Value = \$ 408,000.00
Total Estimated Machinery & Equipment Value = \$ 1,088,000.00

Flutter Road Service Area

Total Estimated Infrastructure other than Buildings Value = \$ 43,500.00
Total Estimated Machinery & Equipment Value = \$ 116,000.00

Total 2013 Estimated District Capital Assets Value = \$ 10,525,143

Prepared By:

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Allen County Regional Water & Sewer District

Complete Capital Asset Management Data Summary

Year End 2014

Arcola Service Area

Total Estimated Infrastructure other than Buildings Value = \$ 59,425.00
Total Estimated Construction In Progress Value = \$ 217,340.00

Total 2014 Estimated District Capital Assets Value = \$ 10,801,908

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Allen County Regional Water & Sewer District

Complete Capital Asset Management Data Summary

	<u>Year End 2015</u>
Wallen Road - Wallen Community Service Area	
Total Estimated Construction In Progress Value = \$	474,485.00
Goshen - Cook - Fritz - Steele Service Area	
Total Estimated Construction In Progress Value = \$	-
Whipoorwill - Lower Huntington Road Service Area	
Total Estimated Construction In Progress Value = \$	292,763.00
Tonkel - Hursh - Crawford Service Area	
Total Estimated Construction In Progress Value = \$	205,907.00
Gerdings - Kroemer - Leesburg Service Area	
Total Estimated Construction In Progress Value = \$	-
Yoder Service Area	
Total Estimated Construction In Progress Value = \$	1,155,018.00
Berneway Drive Service Area	
Total Estimated Construction In Progress Value = \$	-
US 27 - Maples - Jennifer Service Area	
Total Estimated Construction In Progress Value = \$	131,183.00
Trentman - Thompson Road Service Area	
Total Estimated Construction In Progress Value = \$	243,736.00
Total 2015 Estimated District Capital Assets Value = \$	10,801,908

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Allen County Regional Water & Sewer District

Complete Asset Management Data Summary

Proposed ID #	Equipment Description	Year Installed	Quantity	Units	Unit Costs	Replacement Costs
Greater Cedar Creek Service Area						
695	Grinder Pump Station Pumps	2013	272	EA.	\$ 2,500.00	\$ 680,000.00
697	GPS - Electrical Controls	2013	272	EA.	\$ 1,500.00	\$ 408,000.00
Total Estimated Machinery & Equipment Value =						\$ 1,088,000.00
696	Grinder Pump Station Basins	2013	272	EA.	\$ 1,500.00	\$ 408,000.00
Total Estimated Infrastructure other than Buildings Value =						\$ 408,000.00

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Allen County Regional Water & Sewer District

Complete Asset Management Data Summary

Proposed ID #	Equipment Description	Year Installed	Quantity	Units	Unit Costs	Replacement Costs
Flutter Road Service Area						
698	Grinder Pump Station Pumps	2013	29	EA.	\$ 2,500.00	\$ 72,500.00
700	GPS - Electrical Controls	2013	29	EA.	\$ 1,500.00	\$ 43,500.00
Total Estimated Machinery & Equipment Value =						\$ 116,000.00
699	Grinder Pump Station Basins	2013	29	EA.	\$ 1,500.00	\$ 43,500.00
Total Estimated Infrastructure other than Buildings Value =						\$ 43,500.00

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Allen County Regional Water & Sewer District

Complete Capital Asset Management Data Summary

Proposed ID #	Equipment Description	Year Installed	Quantity	Units	Unit Costs	Replacement Costs
Wallen Road - Wallen Community Service Area						
	Grinder Pump Station Pumps	2016	45	EA.	\$ 2,500.00	\$ 112,500.00
	GPS - Electrical Controls	2016	45	EA.	\$ 1,500.00	\$ 67,500.00
	Total Estimated Machinery & Equipment Value =					\$ 180,000.00
	Grinder Pump Station Basins	2016	45	EA.	\$ 1,500.00	\$ 67,500.00
	Total Estimated Infrastructure other than Buildings Value =					\$ 67,500.00

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Allen County Regional Water & Sewer District

Complete Capital Asset Management Data Summary

Proposed ID #	Equipment Description	Year Installed	Quantity	Units	Unit Costs	Replacement Costs
Goshen - Cook - Fritz - Steele Service Area						
	Grinder Pump Station Pumps	2016	86	EA.	\$ 2,500.00	\$ 215,000.00
	GPS - Electrical Controls	2016	84	EA.	\$ 1,500.00	\$ 126,000.00
	GPS - Electrical Controls - Duplex Station	2016	1	EA.	\$ 2,500.00	\$ 2,500.00
	Total Estimated Machinery & Equipment Value =					\$ 343,500.00
	Grinder Pump Station Basins	2016	84	EA.	\$ 1,500.00	\$ 126,000.00
	Grinder Pump Station Basin - Duplex Station	2016	1	EA.	\$ 5,000.00	\$ 5,000.00
	Total Estimated Infrastructure other than Buildings Value =					\$ 131,000.00

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Allen County Regional Water & Sewer District

Complete Capital Asset Management Data Summary

Proposed ID #	Equipment Description	Year Installed	Quantity	Units	Unit Costs	Replacement Costs
Whippoorwill - Lower Huntington Road Service Area						
	Grinder Pump Station Pumps	2016	40	EA.	\$ 2,500.00	\$ 100,000.00
	GPS - Electrical Controls	2016	40	EA.	\$ 1,500.00	\$ 60,000.00
	Total Estimated Machinery & Equipment Value =					\$ 160,000.00
	Grinder Pump Station Basins	2016	40	EA.	\$ 1,500.00	\$ 60,000.00
	Total Estimated Infrastructure other than Buildings Value =					\$ 60,000.00

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Allen County Regional Water & Sewer District

Complete Capital Asset Management Data Summary

Proposed ID #	Equipment Description	Year Installed	Quantity	Units	Unit Costs	Replacement Costs
Tonkel - Hursh - Crawford Service Area						
	Grinder Pump Station Pumps	2016	75	EA.	\$ 2,500.00	\$ 187,500.00
	GPS - Electrical Controls	2016	75	EA.	\$ 1,500.00	\$ 112,500.00
	Total Estimated Machinery & Equipment Value =					\$ 300,000.00
	Grinder Pump Station Basins	2016	75	EA.	\$ 1,500.00	\$ 112,500.00
	Total Estimated Infrastructure other than Buildings Value =					\$ 112,500.00

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Complete Capital Asset Management Data Summary

Proposed ID #	Equipment Description	Year Installed	Quantity	Units	Unit Costs	Replacement Costs
Gerdings - Kroemer - Leesburg Service Area						
	Grinder Pump Station Pumps	2016	65	EA.	\$ 2,500.00	\$ 162,500.00
	GPS - Electrical Controls	2016	65	EA.	\$ 1,500.00	\$ 97,500.00
	Total Estimated Machinery & Equipment Value =					\$ 260,000.00
	Grinder Pump Station Basins	2016	65	EA.	\$ 1,500.00	\$ 97,500.00
	Total Estimated Infrastructure other than Buildings Value =					\$ 97,500.00

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Complete Asset Management Data Summary

Proposed ID #	Equipment Description	Year Installed	Quantity	Units	Unit Costs	Replacement Costs
Yoder Service Area						
	PS #1 - Submersible Sewage Pump #1	2016	1	EA.	\$ 15,000.00	\$ 15,000.00
	PS #1 - Submersible Sewage Pump #2	2016	1	EA.	\$ 15,000.00	\$ 15,000.00
	PS #1 - Electrical Controls	2016	1	L.S.	\$ 15,000.00	\$ 15,000.00
	PS #2 - Submersible Sewage Pump #1	2016	1	EA.	\$ 10,000.00	\$ 10,000.00
	PS #2 - Submersible Sewage Pump #2	2016	1	EA.	\$ 10,000.00	\$ 10,000.00
	PS #2 - Electrical Controls	2016	1	L.S.	\$ 10,000.00	\$ 10,000.00
	Grinder Pump Station Pumps	2016	111	EA.	\$ 2,500.00	\$ 277,500.00
	GPS - Electrical Controls	2016	111	EA.	\$ 1,500.00	\$ 166,500.00
	Total Estimated Machinery & Equipment Value =					\$ 519,000.00

PS #1 - Structures w/Appurtenances	2016	1	L.S.	\$	20,000.00	\$	20,000.00
PS #2 - Structures w/Appurtenances	2016	1	L.S.	\$	20,000.00	\$	20,000.00
Grinder Pump Station Basins	2016	111	E.A.	\$	2,000.00	\$	222,000.00
12" Gravity Sanitary Sewer - SDR35	2009	37	L.F.	\$	50.00	\$	1,850.00
1-1/2" Force Main	2016	13,946	L.F.	\$	12.00	\$	167,352.00
2" Force Main	2016	7,808	L.F.	\$	12.00	\$	93,696.00
3" Force Main	2016	3,627	L.F.	\$	14.00	\$	50,778.00
4" Force Main	2016	2,684	L.F.	\$	16.00	\$	42,944.00
6" Force Main	2016	11,720	L.F.	\$	20.00	\$	234,400.00
Manholes	2016	3	E.A.	\$	3,500.00	\$	10,500.00
Total Estimated Infrastructure other than Buildings Value =							\$ 863,520.00

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Allen County Regional Water & Sewer District

Complete Capital Asset Management Data Summary

Proposed ID #	Equipment Description	Year Installed	Quantity	Units	Unit Costs	Replacement Costs
Berneway Drive Service Area						
Grinder Pump Station Pumps		2016	4	E.A.	\$ 2,500.00	\$ 10,000.00
GPS - Electrical Controls		2016	4	E.A.	\$ 1,500.00	\$ 6,000.00
Total Estimated Machinery & Equipment Value =						\$ 16,000.00
Grinder Pump Station Basins		2016	4	E.A.	\$ 2,000.00	\$ 8,000.00
8" Gravity Sanitary Sewer - SDR35		2016	1,094	L.F.	\$ 35.00	\$ 38,290.00
8" Gravity Sanitary Sewer - SDR21		2016	282	L.F.	\$ 40.00	\$ 11,280.00
2" Force Main		2016	780	L.F.	\$ 12.00	\$ 9,360.00
Manholes		2016	9	E.A.	\$ 3,500.00	\$ 31,500.00
Total Estimated Infrastructure other than Buildings Value =						\$ 98,430.00

Prepared By:
COMMONWEALTH ENGINEERS, INC.
FORT WAYNE, INDIANA

Allen County Regional Water & Sewer District

Complete Capital Asset Management Data Summary

Proposed ID #	Equipment Description	Year Installed	Quantity	Units	Unit Costs	Replacement Costs
US 27 - Maples - Jennifer Service Area						
	Grinder Pump Station Pumps	2016	14	E.A.	\$ 2,500.00	\$ 35,000.00
	GPS - Electrical Controls	2016	14	E.A.	\$ 1,500.00	\$ 21,000.00
	Total Estimated Machinery & Equipment Value = \$ 56,000.00					
	Grinder Pump Station Basins	2016	14	E.A.	\$ 2,000.00	\$ 28,000.00
	2" Force Main	2016	3,430	L.F.	\$ 12.00	\$ 41,160.00
	Total Estimated Infrastructure other than Buildings Value = \$ 69,160.00					

Prepared By:
COMMONWEALTH ENGINEERS, INC.
FORT WAYNE, INDIANA

Allen County Regional Water & Sewer District

Complete Capital Asset Management Data Summary

Proposed ID #	Equipment Description	Year Installed	Quantity	Units	Unit Costs	Replacement Costs
Trentman - Thompson Road Service Area						
	Grinder Pump Station Pumps	2016	43	E.A.	\$ 2,500.00	\$ 107,500.00
	GPS - Electrical Controls	2016	43	E.A.	\$ 1,500.00	\$ 64,500.00
	Total Estimated Machinery & Equipment Value = \$ 172,000.00					
	Grinder Pump Station Basins	2016	43	E.A.	\$ 2,000.00	\$ 86,000.00
	2" Force Main	2016	7,956	L.F.	\$ 12.00	\$ 95,472.00
	3" Force Main	2016	1,955	L.F.	\$ 14.00	\$ 27,370.00
	Total Estimated Infrastructure other than Buildings Value = \$ 208,842.00					

Prepared By:
COMMONWEALTH ENGINEERS, INC.
FORT WAYNE, INDIANA

Allen County Regional Water & Sewer District

Complete Capital Asset Management Data Summary

Year End 2016

Wallen Road - Wallen Community Service Area

Total Estimated Infrastructure other than Buildings Value = \$ 67,500.00
Total Estimated Machinery & Equipment Value = \$ 180,000.00

Goshen - Cook - Fritz - Steele Service Area

Total Estimated Infrastructure other than Buildings Value = \$ 131,000.00
Total Estimated Machinery & Equipment Value = \$ 343,500.00

Whippoorwill - Lower Huntington Road Service Area

Total Estimated Infrastructure other than Buildings Value = \$ 60,000.00
Total Estimated Machinery & Equipment Value = \$ 160,000.00

Tonkel - Hursh - Crawford Service Area

Total Estimated Infrastructure other than Buildings Value = \$ 112,500.00
Total Estimated Machinery & Equipment Value = \$ 300,000.00

Gerdings - Kroemer - Leesburg Service Area

Total Estimated Infrastructure other than Buildings Value = \$ 97,500.00
Total Estimated Machinery & Equipment Value = \$ 260,000.00

Yoder Service Area

Total Estimated Infrastructure other than Buildings Value = \$ 863,520.00
Total Estimated Machinery & Equipment Value = \$ 519,000.00

Berneway Drive Service Area

Total Estimated Infrastructure other than Buildings Value = \$ 98,430.00
Total Estimated Machinery & Equipment Value = \$ 16,000.00

US 27 - Maples - Jennifer Service Area

Total Estimated Infrastructure other than Buildings Value = \$ 69,160.00
Total Estimated Machinery & Equipment Value = \$ 56,000.00

Trentman - Thompson Road Service Area

Total Estimated Infrastructure other than Buildings Value = \$ 208,842.00
Total Estimated Machinery & Equipment Value = \$ 172,000.00

Total 2016 Estimated District Capital Assets Value = \$ 14,516,860

Allen County Regional Water & Sewer District

Complete Capital Asset Management Data Summary

Proposed ID #	Equipment Description	Year Installed	Quantity	Units	Unit Costs	Replacement Costs
Union Chapel - Tonkel Road Service Area						
	Grinder Pump Station Pumps	2017	25	EA.	\$ 2,500.00	\$ 62,500.00
	GPS - Electrical Controls	2017	25	EA.	\$ 1,500.00	\$ 37,500.00
	Total Estimated Machinery & Equipment Value =					\$ 100,000.00
	Grinder Pump Station Basins	2017	25	EA.	\$ 2,000.00	\$ 50,000.00
	Total Estimated Infrastructure other than Buildings Value =					\$ 50,000.00

Prepared By:
COMMONWEALTH ENGINEERS, INC.
FORT WAYNE, INDIANA

Allen County Regional Water & Sewer District

Complete Capital Asset Management Data Summary

Proposed ID #	Equipment Description	Year Installed	Quantity	Units	Unit Costs	Replacement Costs
Pion Road - Andar Trail Service Area						
	Grinder Pump Station Pumps	2017	20	EA.	\$ 2,500.00	\$ 50,000.00
	GPS - Electrical Controls	2017	20	EA.	\$ 1,500.00	\$ 30,000.00
	Total Estimated Machinery & Equipment Value =					\$ 80,000.00
	Grinder Pump Station Basins	2017	20	EA.	\$ 2,000.00	\$ 40,000.00
	Total Estimated Infrastructure other than Buildings Value =					\$ 40,000.00

Prepared By:
COMMONWEALTH ENGINEERS, INC.
FORT WAYNE, INDIANA

Allen County Regional Water & Sewer District

Complete Capital Asset Management Data Summary

Proposed ID #	Equipment Description	Year Installed	Quantity	Units	Unit Costs	Replacement Costs
Carroll - Hand Road Service Area						
	Grinder Pump Station Pumps	2017	16	EA.	\$ 2,500.00	\$ 40,000.00
	GPS - Electrical Controls	2017	16	EA.	\$ 1,500.00	\$ 24,000.00
	Total Estimated Machinery & Equipment Value =					\$ 64,000.00
	Grinder Pump Station Basins	2017	16	EA.	\$ 2,000.00	\$ 32,000.00
	Total Estimated Infrastructure other than Buildings Value =					\$ 32,000.00

Prepared By:
COMMONWEALTH ENGINEERS, INC.
FORT WAYNE, INDIANA

Allen County Regional Water & Sewer District

Complete Capital Asset Management Data Summary

	<u>Year End 2017</u>
Union Chapel - Tonkel Road Service Area	
Total Estimated Machinery & Equipment Value =	\$ 100,000.00
Total Estimated Infrastructure other than Buildings Value =	\$ 50,000.00
Pion Road - Andar Trail Service Area	
Total Estimated Machinery & Equipment Value =	\$ 80,000.00
Total Estimated Infrastructure other than Buildings Value =	\$ 40,000.00
Carroll - Hand Road Service Area	
Total Estimated Machinery & Equipment Value =	\$ 64,000.00
Total Estimated Infrastructure other than Buildings Value =	\$ 32,000.00
Poe Service Area	
Total Estimated Construction In Progress Value =	\$ 1,835,782.00
Glen Elm - Sonata - Popp - Woodstone - Phopphet's Pass Service Area	
Total Estimated Construction In Progress Value =	\$ 367,394.00
Total 2017 Estimated District Capital Assets Value =	\$ 14,882,860.00

Allen County Regional Water & Sewer District

Complete Asset Management Data Summary

Proposed ID #	Equipment Description	Year Installed	Quantity	Units	Unit Costs	Replacement Costs
Poe Service Area						
	PS #1 - Submersible Sewage Pump #1	2018	1	EA.	\$ 15,000.00	\$ 15,000.00
	PS #1 - Submersible Sewage Pump #2	2018	1	EA.	\$ 15,000.00	\$ 15,000.00
	PS #1 - Electrical Controls	2018	1	L.S.	\$ 20,000.00	\$ 20,000.00
	PS #2 - Submersible Sewage Pump #1	2018	1	EA.	\$ 15,000.00	\$ 15,000.00
	PS #2 - Submersible Sewage Pump #2	2018	1	EA.	\$ 15,000.00	\$ 15,000.00
	PS #2 - Electrical Controls	2018	1	L.S.	\$ 15,000.00	\$ 15,000.00
	Grinder Pump Station Pumps	2018	43	EA.	\$ 2,500.00	\$ 107,500.00
	GPS - Electrical Controls	2018	43	EA.	\$ 1,500.00	\$ 64,500.00
	Total Estimated Machinery & Equipment Value =					\$ 267,000.00
	PS #1 - Structures w/Appurtenances	2018	1	L.S.	\$ 25,000.00	\$ 25,000.00
	PS #2 - Structures w/Appurtenances	2018	1	L.S.	\$ 20,000.00	\$ 20,000.00
	Grinder Pump Station Basins	2018	43	EA.	\$ 2,000.00	\$ 86,000.00
	8" Gravity Sanitary Sewer - SDR35	2018	2,210	L.F.	\$ 55.00	\$ 121,550.00
	8" Gravity Sanitary Sewer - SDR21	2018	669	L.F.	\$ 60.00	\$ 40,140.00
	1-1/2" Force Main	2018	8,125	L.F.	\$ 12.00	\$ 97,500.00
	2" Force Main	2018	1,338	L.F.	\$ 12.00	\$ 16,056.00
	4" Force Main	2018	6,381	L.F.	\$ 16.00	\$ 102,096.00
	6" Force Main	2018	23,450	L.F.	\$ 20.00	\$ 469,000.00
	Manholes	2018	12	EA.	\$ 4,000.00	\$ 48,000.00
	Total Estimated Infrastructure other than Buildings Value =					\$ 1,025,342.00

Prepared By:
COMMONWEALTH ENGINEERS, INC.
FORT WAYNE, INDIANA

Allen County Regional Water & Sewer District

Complete Capital Asset Management Data Summary

Proposed ID #	Equipment Description	Year Installed	Quantity	Units	Unit Costs	Replacement Costs
Glen Elm - Sonata - Popp - Woodstone - Phophet's Pass Service Area						
	Grinder Pump Station Pumps	2018	64	EA.	\$ 2,500.00	\$ 160,000.00
	GPS - Electrical Controls	2018	64	EA.	\$ 1,500.00	\$ 96,000.00

Grinder Pump Station Basins		Total Estimated Machinery & Equipment Value = \$		256,000.00
2018	64	E.A.	\$ 2,000.00	\$ 128,000.00
Total Estimated Infrastructure other than Buildings		Value = \$		128,000.00

Prepared By:
COMMONWEALTH ENGINEERS, INC.
FORT WAYNE, INDIANA

Allen County Regional Water & Sewer District
Complete Capital Asset Management Data Summary

Year End 2018

Poe Service Area

Total Estimated Machinery & Equipment Value = \$ 267,000.00
Total Estimated Infrastructure other than Buildings Value = \$ 1,025,342.00

Glen Elm - Sonata - Popp - Woodstone - Phophet's Pass Service Area

Total Estimated Machinery & Equipment Value = \$ 256,000.00
Total Estimated Infrastructure other than Buildings Value = \$ 128,000.00

Hoagland Service Area

Total Estimated Construction In Progress Value = \$ 291,143.00

West Dupont - Bethel Road Service Area

Total Estimated Construction In Progress Value = \$ -

Lafayette Center - Bransrator Service Area

Total Estimated Construction In Progress Value = \$ -

Marion Center - Monroeville Road Service Area

Total Estimated Construction In Progress Value = \$ 409,552.00

Felt Place - Aljean Drive Service Area

Total Estimated Construction In Progress Value = \$ -

Maples Service Area

Total Estimated Construction In Progress Value = \$ 357,039.00

Total 2018 Estimated District Capital Assets Value = \$ 17,616,936.00

Allen County Regional Water & Sewer District

Complete Capital Asset Management Data Summary

Proposed ID #	Equipment Description	Year Installed	Quantity	Units	Unit Costs	Replacement Costs
West Dupont - Bethel Road Service Area						
	Grinder Pump Station Pumps	2019	4	E.A.	\$ 2,500.00	\$ 10,000.00
	GPS - Electrical Controls	2019	4	E.A.	\$ 1,500.00	\$ 6,000.00
	Total Estimated Machinery & Equipment Value =					\$ 16,000.00
	Grinder Pump Station Basins	2019	4	E.A.	\$ 2,000.00	\$ 8,000.00
	Total Estimated Infrastructure other than Buildings Value =					\$ 8,000.00

Prepared By:
COMMONWEALTH ENGINEERS, INC.
FORT WAYNE, INDIANA

Allen County Regional Water & Sewer District

Complete Capital Asset Management Data Summary

Proposed ID #	Equipment Description	Year Installed	Quantity	Units	Unit Costs	Replacement Costs
Lafayette Center - Branstrator Service Area						
	Grinder Pump Station Pumps	2019	5	E.A.	\$ 2,500.00	\$ 12,500.00
	GPS - Electrical Controls	2019	5	E.A.	\$ 1,500.00	\$ 7,500.00
	Total Estimated Machinery & Equipment Value =					\$ 20,000.00
	Grinder Pump Station Basins - 8'	2019	5	E.A.	\$ 1,800.00	\$ 9,000.00
	Total Estimated Infrastructure other than Buildings Value =					\$ 9,000.00

Prepared By:
COMMONWEALTH ENGINEERS, INC.
FORT WAYNE, INDIANA

Allen County Regional Water & Sewer District

Complete Capital Asset Management Data Summary

Proposed ID #	Equipment Description	Year Installed	Quantity	Units	Unit Costs	Replacement Costs
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Marion Center - Monroeville Road Service Area

Grinder Pump Station Pumps	2019	78	E.A.	\$	2,500.00	\$	195,000.00
GPS - Electrical Controls	2019	78	E.A.	\$	1,500.00	\$	117,000.00
FlowMeter#1 - Meter & Controls	2019	1	E.A.	\$	10,000.00	\$	10,000.00
Total Estimated Machinery & Equipment Value =				\$	322,000.00	\$	322,000.00
Grinder Pump Station Basins	2019	78	E.A.	\$	2,000.00	\$	156,000.00
1-1/2" Force Main	2019	14,138	L.F.	\$	12.00	\$	169,656.00
2" Force Main	2019	6369	L.F.	\$	14.00	\$	89,166.00
8" Force Main	2019	20731	L.F.	\$	40.00	\$	829,240.00
Total Estimated Infrastructure other than Buildings Value =				\$	1,244,062.00	\$	1,244,062.00

Prepared By:
COMMONWEALTH ENGINEERS, INC.
FORT WAYNE, INDIANA

Allen County Regional Water & Sewer District

Complete Asset Management Data Summary

Proposed ID #	Equipment Description	Year Installed	Quantity	Units	Unit Costs	Replacement Costs
Maples - Felt Place - Aljean Drive Service Area						
PS #1 - Submersible Sewage Pump #1		2019	1	E.A.	\$ 15,000.00	\$ 15,000.00
PS #1 - Submersible Sewage Pump #2		2019	1	E.A.	\$ 15,000.00	\$ 15,000.00
PS #1 - Electrical Controls		2019	1	L.S.	\$ 20,000.00	\$ 20,000.00
Grinder Pump Station Pumps		2019	47	E.A.	\$ 2,500.00	\$ 117,500.00
GPS - Electrical Controls		2019	47	E.A.	\$ 1,500.00	\$ 70,500.00
Total Estimated Machinery & Equipment Value =				\$	238,000.00	\$ 238,000.00
PS #1 - Structures w/Appurtenances		2019	1	L.S.	\$ 25,000.00	\$ 25,000.00
Grinder Pump Station Basins		2019	47	E.A.	\$ 2,000.00	\$ 94,000.00
8" Gravity Sanitary Sewer - SDR35		2019	2,482	L.F.	\$ 55.00	\$ 136,510.00
8" Gravity Sanitary Sewer - SDR21		2019	737	L.F.	\$ 60.00	\$ 44,220.00
1-1/2" Force Main		2019	7,371	L.F.	\$ 12.00	\$ 88,452.00
2" Force Main		2019	2,324	L.F.	\$ 12.00	\$ 27,888.00
6" Force Main		2019	26,554	L.F.	\$ 20.00	\$ 531,080.00
Manholes		2019	11	E.A.	\$ 4,000.00	\$ 44,000.00
Total Estimated Infrastructure other than Buildings Value =				\$	991,150.00	\$ 991,150.00

Prepared By:
COMMONWEALTH ENGINEERS, INC.
FORT WAYNE, INDIANA

Allen County Regional Water & Sewer District

Complete Asset Management Data Summary

Proposed ID #	Equipment Description	Year Installed	Quantity	Units	Unit Costs	Replacement Costs
Hoagland Service Area						
	PS #1 - Submersible Sewage Pump #1	2019	1	EA.	\$ 15,000.00	\$ 15,000.00
	PS #1 - Submersible Sewage Pump #2	2019	1	EA.	\$ 15,000.00	\$ 15,000.00
	PS #1 - Electrical Controls	2019	1	L.S.	\$ 20,000.00	\$ 20,000.00
	Generator	2019	1	EA.	\$ 60,000.00	\$ 60,000.00
	EQ Basin Mixing/Aeration Equipment	2019	5	EA.	\$ 60,000.00	\$ 300,000.00
	Actuating Valves	2019	2	EA.	\$ 25,000.00	\$ 50,000.00
	FlowMeter#1 - Meter & Controls	2019	1	EA.	\$ 2,500.00	\$ 2,500.00
	FlowMeter#2 - Meter & Controls	2019	1	EA.	\$ 2,500.00	\$ 2,500.00
	Total Estimated Machinery & Equipment Value =				\$	\$ 465,000.00
	PS #1 - Structures w/Appurtenances	2019	1	L.S.	\$ 25,000.00	\$ 25,000.00
	Flow Metering/Actuating Valve Structure	2019	1	L.S.	\$ 50,000.00	\$ 50,000.00
	EQ Basin Screening Structure	2019	1	L.S.	\$ 50,000.00	\$ 50,000.00
	12" Gravity Sanitary Sewer	2019	30	L.F.	\$ 50.00	\$ 1,500.00
	6" Force Main	2019	1,185	L.F.	\$ 20.00	\$ 23,700.00
	8" Force Main	2019	2,156	L.F.	\$ 40.00	\$ 86,240.00
	Manholes	2019	1	EA.	\$ 4,000.00	\$ 4,000.00
	Total Estimated Infrastructure other than Buildings Value =				\$	\$ 240,440.00

Prepared By:
COMMONWEALTH ENGINEERS, INC.
FORT WAYNE, INDIANA

Allen County Regional Water & Sewer District

Complete Capital Asset Management Data Summary

Year End 2019

West Dupont - Bethel Road Service Area

Total Estimated Machinery & Equipment Value = \$ 16,000.00
 Total Estimated Infrastructure other than Buildings Value = \$ 8,000.00

Lafayette Center - Branstrator Service Area

Total Estimated Machinery & Equipment Value = \$ 20,000.00
 Total Estimated Infrastructure other than Buildings Value = \$ 9,000.00

Proposed ID #	Equipment Description	Year Installed	Quantity	Units	Unit Costs	Replacement Costs
454	FlowMeter #1 - Meter	2020	1	L.S.	\$ 2,500.00	\$ 2,500.00
Georgian Park Service Area						Total Estimated Machinery & Equipment Value = \$ 2,500.00

Proposed ID #	Equipment Description	Year Installed	Quantity	Units	Unit Costs	Replacement Costs
	PS #1 - Submersible Sewage Pump #1	2020	1	E.A.	\$ 15,000.00	\$ 15,000.00
	PS #1 - Submersible Sewage Pump #2	2020	1	E.A.	\$ 15,000.00	\$ 15,000.00
	PS #1 - Electrical Controls	2020	1	L.S.	\$ 15,000.00	\$ 15,000.00
Yoder Service Area						Total Estimated Machinery & Equipment Value = \$ 45,000.00

Prepared By:
COMMONWEALTH ENGINEERS, INC.
FORT WAYNE, INDIANA

Allen County Regional Water & Sewer District

Complete Capital Asset Management Data Summary

Year End 2020

Mayhew Service Area
Total Estimated Infrastructure other than Buildings Value = \$ 37,575.00

Hoagland Service Area
Total Estimated Machinery & Equipment Value = \$ 15,000.00

Muldoon Road Service Area
Total Estimated Machinery & Equipment Value = \$ 2,500.00

Georgian Park Service Area
Total Estimated Machinery & Equipment Value = \$ 2,500.00

Yoder Service Area
Total Estimated Machinery & Equipment Value = \$ 45,000.00

Marion Center - Monroeville Road Service Area

Total Estimated Machinery & Equipment Value = \$ 322,000.00
 Total Estimated Infrastructure other than Buildings Value = \$ 1,244,062.00

Maples - Felt Place - Aljean Drive Service Area

Total Estimated Machinery & Equipment Value = \$ 238,000.00
 Total Estimated Infrastructure other than Buildings Value = \$ 991,150.00

Hoagland Service Area

Total Estimated Machinery & Equipment Value = \$ 465,000.00
 Total Estimated Infrastructure other than Buildings Value = \$ 240,440.00

Total 2019 Estimated District Capital Assets Value = \$ 21,170,588.00

Allen County Regional Water & Sewer District

Complete Capital Asset Management Data Summary

Proposed ID #	Equipment Description	Year Installed	Quantity	Units	Unit Costs	Replacement Costs
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Mayhew Service Area

	8" Gravity Sanitary Sewer - SDR35	2020	465	L.F.	\$ 55.00	\$ 25,575.00
	Manholes	2020	3	E.A.	\$ 4,000.00	\$ 12,000.00

Total Estimated Infrastructure other than Buildings Value = \$ 37,575.00

Proposed ID #	Equipment Description	Year Installed	Quantity	Units	Unit Costs	Replacement Costs
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Hoagland Service Area

154	GPS #2 - Submersible Sewage Pump #1	2020	1	E.A.	\$ 5,000.00	\$ 5,000.00
155	GPS #2 - Submersible Sewage Pump #2	2020	1	E.A.	\$ 5,000.00	\$ 5,000.00
157	GPS #2 - Electrical Controls	2020	1	L.S.	\$ 5,000.00	\$ 5,000.00

Total Estimated Machinery & Equipment Value = \$ 15,000.00

Proposed ID #	Equipment Description	Year Installed	Quantity	Units	Unit Costs	Replacement Costs
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Muldoon Road Service Area

408	FlowMeter #1 - Meter	2020	1	L.S.	\$ 2,500.00	\$ 2,500.00
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Total Estimated Machinery & Equipment Value = \$ 2,500.00

Total 2020 Estimated District Capital Assets Value = \$ 21,273,163.00

APPENDIX D

Schedule of Work in Progress

All sludge has been removed from the three treatment cells that are being decommissioned. There is still some residual soil testing to be done on site to ensure that none of the liner in Cell #3 needs to be removed due to staining from sludge. Once all testing is complete and the results approved by IDEM, the ponds can be appropriately regraded to drain to the Houk Ditch. Plan is to knock out the western cell walls of all three lagoons and use the dirt to re-grade to the ditch. Wildflowers and natural grasses will be planted on the final product and this portion of the old treatment facility will revert to its natural vegetative state.

APPENDIX E

Schedule of Permits

Attached



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

We Protect Hoosiers and Our Environment.

100 N. Senate Avenue • Indianapolis, IN 46204
(800) 451-6027 • (317) 232-8603 • www.idem.IN.gov

Eric J. Holcomb
Governor

August 14th 2018

Bruno Pigott
Commissioner

VIA CERTIFIED MAIL

7017 0190 0000 9498 7127

Mr. Ric Zehr, President
Allen County Regional Water & Sewer District
200 E. Berry Street, Suite B-015
Fort Wayne, Indiana 46240

Dear Mr. Zehr:

Re: 327 IAC 3 Construction
Permit Application
Hoagland Regionalization and Marion Center-
Monroeville Sanitary Sewer Improvements
Contract A – Lift Stations and Flow Equalization
Contract B – Grinder Pumps and Force Main
SRF Project Permit Approval No. L-0540
Hoagland, Indiana
Fort Wayne, Indiana
Allen County

The application, plans and specifications, and supporting documents for the above-referenced project have been reviewed and processed in accordance with rules adopted under 327 IAC 3. Enclosed is the Construction Permit (Approval No. L-0540), which applies to the construction of the above-referenced proposed sanitary sewer system to be located near the Town of Hoagland and the City of Fort Wayne. Contract A construction will occur at the existing wastewater treatment plant located along Flatrock Road near the intersection with Minnich Road. Contract A lift station construction will also occur along the west side of Marion Center Road approximately 0.5 miles north of the overpass with I-469. Contract B force main construction will occur along Flat Rock Road, Brunson Road, Wayne Trace, Monroeville Road, Marion Center Road, Thompson Road and Adams Center Road.

Please review the enclosed permit carefully and become familiar with its terms and conditions. In addition, it is imperative that the applicant, consulting architect/engineer (A/E), inspector, and contractor are aware of these terms, conditions, and reporting and testing requirements.



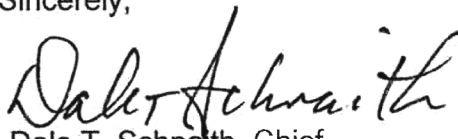
It should be noted that any person affected or aggrieved by the agency's decision in authorizing the construction of the above-referenced facility may, within fifteen (15) days from date of mailing, appeal by filing a request with the Office of Environmental Adjudication for an adjudicatory hearing in accordance with IC 4-21.5-3-7 and IC 13-15-6. The procedure for appeal is outlined in more detail in Part III of the attached construction permit.

The approval applies to the technical and operational acceptability of the submitted plans and does not imply that the entire project is eligible for SRF financing or that funds are available.

Plans and specifications were prepared by Commonwealth Engineers, Inc., certified by Mr. Jeremy D. Hardy, P.E., and submitted for review on April 11, 2018, with additional information submitted on June 5, July 16, and August 6, 2018.

Any technical/engineering questions concerning this permit may be addressed to Mr. Mike Miles, P.E. of our staff, at 317/232-6548.

Sincerely,



Dale T. Schnaith, Chief
Facility Construction and
Engineering Support Section
Office of Water Quality

Project No. SRF-0569

Enclosures

cc: Allen County Health Department

Allen County Commissioner

Commonwealth Engineers, Inc.

City of Fort Wayne

Attention: Mr. Kumar Menon, Director of City Utilities

bcc: Mr. Mark Stanifer, Branch Chief, IDEM OWQ Compliance

Mr. Lance Myers, Section Chief, IDEM OWQ

Surface Water, Operations & Enforcement

INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
AUTHORIZATION FOR CONSTRUCTION OF
SANITARY SEWER SYSTEM
UNDER 327 IAC 3

DECISION OF APPROVAL

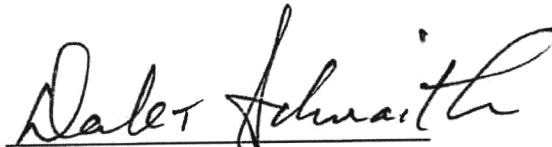
Allen County Regional Water & Sewer District, in accordance with the provisions of IC 13-15 and 327 IAC 3 is hereby issued a permit to construct the sanitary sewer system to be located near the Town of Hoagland and the City of Fort Wayne. Contract A construction will occur at the existing wastewater treatment plant located along Flatrock Road near the intersection with Minnich Road. Contract A lift station construction will also occur along the west side of Marion Center Road approximately 0.5 miles north of the overpass with I-469. Contract B construction will occur along Flat Rock Road, Brunson Road, Wayne Trace, Monroeville Road, Marion Center Road, Thompson Road and Adams Center Road.

The permittee is required to comply with requirements set forth in Parts I, II and III hereof. The permit is effective pursuant to IC 4-21.5-3-4(d). If a petition for review and a petition for stay of effectiveness are filed pursuant to IC 13-15-6, an Environmental Law Judge may be appointed for an adjudicatory hearing. The force and effect of any contested permit provision may be stayed at that time.

NOTICE OF EXPIRATION DATE

Authorization to initiate construction of this sanitary sewer system shall expire at midnight September 1, 2019. In order to receive authorization to initiate construction beyond this date, the permittee shall submit such information and forms as required by the Indiana Department of Environmental Management. It is requested that this information be submitted sixty (60) days prior to the expiration date to initiate construction. This permit shall be valid for a period of five (5) years from the date below for full construction completion.

Signed this 14th day of August, 2018, for the Indiana Department of Environmental Management.



Dale T. Schnaith, Chief
Facility Construction and
Engineering Support Section
Office of Water Quality

SANITARY SEWER SYSTEM DESCRIPTION

The proposed project shall replace the existing Town of Hoagland Wastewater Treatment Plant (IN0048119) that has four (4) lagoon cells and an average daily wastewater design flow of 84,000 GPD (0.084 MGD). The Hoagland Wastewater Treatment Plant (WWTP) has an average daily influent flow of 84,258 GPD based on a summary of the monthly reports of operation (MRO's) from January, 2015 through October, 2017. The wastewater will be pumped to the sanitary sewer system in the City of Fort Wane after the proposed project is complete.

The proposed project shall also provide service for 64 existing single-family homes (19,840 GPD) and 31 expected future single-family homes (9,610 GPD) located outside the Town of Hoagland. The proposed project shall also provide capacity for the additional average daily wastewater flow of 29,760 GPD from the Village of Maples that was approved in the Construction Permit No. L-0539 issued on July 26, 2018. The total expected average daily wastewater flow is approximately 143,468 GPD. There is no public water supply and the residents in the project area have private wells.

The proposed Contract A Project shall consist of the following construction:

- The conversion of one (1) lagoon cell into a flow EQ basin. The EQ basin will have a storage capacity of approximately 6.1 MG, based on 4.77 surface acres and 4.3 feet of depth. The other three (3) lagoon cells will be decommissioned in accordance with IDEM Office of Land Quality guidelines.
- A new sanitary sewer lift station located near the Hoagland WWTP. The Hoagland Lift Station will contain two (2) variable speed submersible pumps. Each pump will have a capacity that ranges from 260 GPM at 125 feet of total dynamic head (TDH) to 335 GPM at 123 feet of TDH. The range in capacity is based on 52 grinder pump stations that are connected to the same force main that is connected to the Hoagland Lift Station.
- A new flow metering structure that contains a flow meter and flow diversion equipment. Wastewater flow that exceeds the capacity of the Hoagland Lift Station will be diverted to the EQ basin for temporary storage. The stored wastewater will be drained from the EQ basin into the Hoagland Lift Station by manually operating the control valves.
- A screen structure located at the entrance to the EQ basin. The screen structure is designed to remove the floatable solids from the diverted wastewater.

- Five (5) floating aerators located inside the EQ basin. The aerator design is based on manufacturer's recommendations.
- A second sanitary sewer lift station to be located along Marion Center Road near the north side of the overpass with I-469. The Marion Center Road Lift Station will contain two (2) constant speed submersible pumps. Each pump will have an expected capacity of 430 GPM at approximately 138 feet of TDH. A flow meter structure will also be located near the lift station.

The proposed Contract A Project shall also include the following construction near the Hoagland Lift Station and Marion Center Road Lift Station:

- Approximately 863 feet of 6-inch diameter HDPE (ASTM F714 DR-11, minimum 160 PSI) force main.
- Approximately 1,578 feet of 8-inch diameter PVC (ASTM D2241 SDR-21 restrained joint (R/J) Certa-Lok) force main.
- Approximately 325 feet of 6-inch diameter PVC (ASTM D2241 SDR-21 R/J Certa-Lok) force main.
- Approximately 64 feet of 8-inch diameter PVC SDR-35 sanitary sewer and a manhole.
- Approximately 126 feet of 8-inch diameter HDPE (DR-11, minimum 160 PSI) force main.
- Approximately 589 feet of 8-inch diameter and 53 feet of 6-inch diameter ductile iron (D.I. AWWA C151, minimum 200 PSI) force main.

The proposed Contract B Project shall consist of the following construction:

- Approximately 29,775 feet of 8-inch diameter HDPE (ASTM F714 DR-11, minimum 160 PSI) force main to connect the Hoagland Lift Station to the Marion Center Road Lift Station.
- Approximately 15,170 feet of 8-inch diameter HDPE (ASTM F714 DR-11, minimum 160 PSI) force main to connect the Marion Center Road Lift Station to an existing manhole on an 8-inch diameter sanitary sewer located along Adams Center Road near the intersection with Logistics Drive.
- Approximately 3,285 feet of 2-inch small diameter HDPE (ASTM D3035 DR-11, minimum 160 PSI) low-pressure sewer. The low-pressure sewer will be located along Monroeville Road near the intersection with Marion Center Road and along Ricardo Drive and Griebel Drive. The low-pressure sewer will be connected to the force main from the Hoagland Lift Station.

- Approximately 52 simplex grinder pump stations. Each grinder pump will have a maximum capacity of 30 GPM and a maximum TDH of 200 feet.

The following alternates to the Technical Standards is approved per 327 IAC 3-6-32 at the request of Commonwealth Engineering, Inc. and the Allen County Regional Water & Sewer District:

- The construction of the simplex grinder pump stations and the horizontal directional drilling (HDD) installation of the proposed 2-inch small diameter HDPE (DR-11, minimum 160 PSI) low-pressure sewer.
- The HDD installation of the 8-inch diameter HDPE (DR-11, minimum 160 PSI) force mains.
- Jack and bore installation of the force main at the crossing with I-469
- The proposed lift station Flygt pumps that do not have the ability to pass three (3) inch diameter (minimum) spherical objects. The pump manufacturer furnished technical information that shows the proposed pumps are not expected to clog during normal operation.

The Allen County Regional Water & Sewer District will be responsible for installing and maintaining the grinder pump stations and electrical control panels. The property owners will be responsible for connecting to the grinder pump stations. Several grinder pump stations will have a shared connection with two (2) single family homes. The Allen County Regional Water & Sewer District will also be responsible for locating the private residential wells that are not shown on the plan sheets and maintaining a minimum separation distance of 10 feet between the private wells, the grinder pump stations and low-pressure sanitary sewer in order to comply with 410 IAC 6-8.3-57 (b).

Inspection during construction of the new sanitary sewer, low-pressure sewer, lift stations, force mains and EQ basin will be provided by Commonwealth Engineers, Inc. Maintenance after completion of construction will be provided by the Allen County Regional Water and Sewer District. The City of Fort Wayne will maintain the Marion Center Road Lift Station and force main that connects the lift station to the city sewer system. Wastewater treatment will be provided by the City of Fort Wayne Wastewater Treatment Plant after the Allen County Regional Water and Sewer District Wastewater Treatment Plant is decommissioned.

CONDITIONS AND LIMITATIONS TO THE AUTHORIZATION FOR
CONSTRUCTION OF SANITARY SEWERS

During the period beginning on the effective date of this permit and extending until the expiration date, the permittee is authorized to construct the above described sanitary sewer system. Such construction shall conform to all provisions of State Rule 327 IAC 3 and the following specific provisions:

PART I

SPECIFIC CONDITIONS AND LIMITATIONS TO THE CONSTRUCTION PERMIT

Unless specific authorization is otherwise provided under the permit, the permittee shall comply with the following conditions:

1. All local permits, including zoning, shall be obtained before construction is begun on this project.
2. As-built plans shall be submitted to this office pursuant to 327 IAC 3-3-1.
3. If pollution or nuisance conditions are created, immediate corrective action will be taken by the permittee.
4. If construction is located within a floodway, a permit may also be required from The Department of Natural Resources prior to the start of construction. It is the permittee's responsibility to coordinate with that agency and obtain any required approvals if applicable. Questions may be directed to the Technical Services Section, Division of Water at 317/232-4160.
5. The separation of sanitary sewers from water mains and drinking water wells must comply with 327 IAC 3-6-9.
6. Manholes shall be air tested in accordance with ASTM C1244-93, Standard Test Method for Concrete Sewer Manholes by the Negative Air Pressure (Vacuum) Test. The manhole test results shall be submitted with the gravity sewer leakage test results.
7. All gravity sewer pipe must be leak tested using either a hydrostatic test or air test in accordance with 327 IAC 3-6-19(d). If using a hydrostatic test, the rate of exfiltration or infiltration shall not exceed 200 gallons per inch of pipe diameter per linear mile per day. Air tests shall be as prescribed.

8. The results of the gravity sewer leakage test and/or force main leakage test on the completed sewer must be submitted to this office within three months of completion of construction.
9. Deflection tests must be performed on all flexible* pipe after the final backfill has been in place at least 30 days. No pipe shall exceed a vertical deflection of 5%. Deflection test results shall be submitted with the infiltration/exfiltration test results. (*The following are considered nonflexible pipes: vitrified clay pipe, concrete pipe, ductile iron pipe, cast iron pipe, asbestos cement pipe.)
10. Air relief valves shall be installed at high points in the new force mains and low-pressure sewer.
11. The new force mains and low-pressure sewer must be pressure and leak tested in accordance with 327 IAC 3-6-19(e).
12. Audio-visual alarms shall be installed for the proposed Hoagland and Marion Center Road Lift Stations.

Failure to submit test results within the allotted time period or failure to meet guidelines as set forth in the above conditions could be subject to enforcement proceedings as provided by 327 IAC 3-5-3.

PART II

GENERAL CONDITIONS

1. No significant or material changes in the scope of the plans or construction of this project shall be made unless the following provisions are met:
 - a. Request for permit modification is made 60 days in advance of the proposed significant or material changes in the scope of the plans or construction;
 - b. Submit a detailed statement of such proposed changes;
 - c. Submit revised plans and specifications including a revised design summary; and
 - d. Obtain a revised construction permit from this agency.
2. This permit may be modified, suspended, or revoked for cause including, but not limited to the following:
 - a. Violation of any term or conditions of this permit:
 - b. Obtaining this permit by misrepresentation or failure to disclose fully all relevant facts.
3. Nothing herein shall be construed as guaranteeing that the proposed sanitary sewer system shall meet standards, limitations or requirements of this or any other agency of state or federal government, as this agency has no direct control over the actual construction and/or operation of the proposed project.

PART III

NOTICE OF RIGHT TO ADMINISTRATIVE REVIEW

Anyone wishing to challenge this construction permit must do so by filing a Petition for Administrative Review with the Office of Environmental Adjudication (OEA), and serving a copy of the petition upon IDEM. The requirements for filing a Petition for Administrative Review are found in IC 4-21.5-3-7, IC 13-15-6-1 and 315 IAC 1-3-2. A summary of the requirements of these laws is provided below.

A Petition for Administrative Review must be filed with the Office of Environmental Adjudication (OEA) within fifteen (15) days of the issuance of this notice (eighteen (18) days if notice was received by U.S. Mail), and a copy must be served upon IDEM. Addresses are:

Director
Office of Environmental Adjudication
Indiana Government Center North
Room 103
100 North Senate Avenue
Indianapolis, Indiana 46204

Commissioner
Indiana Department of Environmental
Management
Indiana Government Center North
Room 1301
100 North Senate Avenue
Indianapolis, Indiana 46204

The petition must contain the following information:

1. The name, address and telephone number of each petitioner.
2. A description of each petitioner's interest in the permit.
3. A statement of facts demonstrating that each petitioner is:
 - a. a person to whom the order is directed;
 - b. aggrieved or adversely affected by the permit; or
 - c. entitled to administrative review under any law.
4. The reasons for the request for administrative review.
5. The particular legal issues proposed for review.
6. The alleged environmental concerns or technical deficiencies of the permit.
7. The permit terms and conditions that the petitioner believes would be appropriate and would comply with the law.
8. The identity of any persons represented by the petitioner.
9. The identity of the person against whom administrative review is sought.
10. A copy of the permit that is the basis of the petition.
11. A statement identifying petitioner's attorney or other representative, if any.

Failure to meet the requirements of the law with respect to a Petition for Administrative Review may result in a waiver of the Petitioner's right to seek administrative review of the permit. Examples are:

1. Failure to file a Petition by the applicable deadline;
2. Failure to serve a copy of the Petition upon IDEM when it is filed; or
3. Failure to include the information required by law.

If Petitioner seeks to have a permit stayed during the administrative review, he or she may need to file a Petition for a Stay of Effectiveness. The specific requirements for such a Petition can be found in 315 IAC 1-3-2 and 315 IAC 1-3-2.1.

Pursuant to IC 4-21.5-3-17, OEA will provide all parties with notice of any pre-hearing conferences, preliminary hearings, hearings, stays, or orders disposing of the review of this action. Those who are entitled to notice under IC 4-21.5-3-5(b) and would like to obtain notices of any pre-hearing conferences, preliminary hearings, hearings, stays, or orders disposing of the review of this action without intervening in the proceeding must submit a written request to OEA at the address above.

More information on the review process is available at the website for the Office of Environmental Adjudication at <http://www.in.gov/oea>.

APPENDIX F

Schedule of Litigation and Regulatory Non-Compliance

No Active Issues – See Attached Resolution Letter



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

We Protect Hoosiers and Our Environment.

100 N. Senate Avenue • Indianapolis, IN 46204
(800) 451-6027 • (317) 232-8603 • www.idem.IN.gov

Eric J. Holcomb
Governor

Bruno L. Pigott
Commissioner

July 28, 2020

Via Email: riczehr@northeasterngroup.com

Mr. Ric Zehr, Board President
Allen County Regional Sewer District
PO Box 11888
Fort Wayne, IN 46861

Dear Mr. Zehr:

Re: Case Close-Out
Commissioner, Indiana Department of
Environmental Management

v.

Allen County Regional Sewer District
NPDES Permit No. IN0048119
Case No. 2018-25763-W
Fort Wayne, Allen County

This letter is to advise you that Allen County Regional Sewer District has complied with the terms of the Agreed Order adopted in the above referenced case number. Therefore, the issues addressed by the Order are considered resolved and the action is hereby closed.

The closure of this action does not relieve you of your obligation to maintain compliance with all applicable rules and regulations. Future noncompliance may result in the initiation of a new enforcement action.

Sincerely,

Samantha K. Groce, Chief
Water Enforcement Section
Office of Water Quality

cc: Allen County Health Department
<http://www.in.gov/idem>

APPENDIX G

Schedule of Inventory

Item	Quantity
Esp 100	6
SGVF Pump	1
SGVH Pump	1
Liberty Pump	2
OGP Pump	2
ZOGP Pump	4
ZSGV Pump	5
Light Seals	200
139656A Parts Box	0
139656A Parts Box, Partial	0
116607 Kit	2
Start Capacitor	6
Alternator	2
DILM 17-10 Motor Starter	4
139200B Control Panel	1
2 in. Vent Cap	34
Audibles	200
Air Release Valves	4
30 amp Breaker	3
10 amp Breaker	3
25 amp Breaker	2
50 amp Breaker	0
D25 Motor Starter	2
D25 Motor Starter, rebuilt	0
D18 Motor Starter	6
LXD1 G7 Coil	7
Floats	45
OGP Pump Wire	2
Liberty Pump Wire	17
Esp 100 Wire	33
SGV Pump Wire	3
Float Brackets	30
Assembled Control Panel	1
Grinder Basin	2
5MLZ6 Relay Switch	1
1.5" Stainless Check Valve	8
Backflow Preventer	0
1.5" to 1.5" cpex coupler	5
Open Face Motor Starter	2
2" Stainless Check Valve	1
2" to 2" CPEX Coupler	2
1.5" Transition Pipe	7

APPENDIX H

Schedule of Operating and Vendor Contracts

1. Baker Tilly Municipal Advisor
2. Carson LLP
3. Cintas
4. Commonwealth Engineers
5. Domain Listings
6. Indiana Underground Plant Protection
7. Paymentus
8. Ricoh
9. SBS
10. Amstutz, Miller & Fiandt Insurance
11. Physician Health Plan
12. Principal Life

APPENDIX I

Assumed Contracts

1. Water Pollution Control Agreement between the Allen County Regional Water and Sewer District and the City of New Haven, Indiana dated November 5, 2007
2. Water Pollution Control Agreement between the City of Woodburn, Indiana and the Allen County Regional Water and Sewer District effective as of December 17, 2007
3. Water Pollution Control Agreement between Aqua Indiana and Allen County Regional Water and Sewer District for Salt Hill Service Area System effective as of September 2, 2009
4. Purchased Power Contracts from:
 - a. Indiana Michigan Power
 - b. Paulding Putnam
 - c. Heartland REMC
 - d. Northeastern REMC

APPENDIX J

Schedule of Rates, Fees, and Charges

ORDINANCE NO. 2021 03 - 24 SEWAGE RATE ORDINANCE

AN ORDINANCE AMENDING AND RESTATING SEWER RATE ORDINANCE 2020-07-22A ("PREVIOUS ORDINANCE") BY THE ALLEN COUNTY REGIONAL WATER AND SEWER DISTRICT FROM THE OWNERS OF PROPERTY SERVED BY THE SEWAGE WORKS OF SAID DISTRICT, AND OTHER MATTERS CONNECTED THEREWITH.

WHEREAS, the District owns and operates a sewage works system for the purpose of collecting and disposing of the sewage of the District in a sanitary manner; and,

WHEREAS, the District is working with the Commissioners, who are providing a contribution of \$5,000,000, to reduce the District's debt enabling the District to lower its Rates;

WHEREAS, the District is also in the process of restructuring its remaining debt with the SRF to further facilitate its ability to lower its Rates; and

WHEREAS, the Rates, effective in accordance with the attached Appendix C-2, reflect lower Rates as a result of the District's efforts, Commissioner's Contribution and Debt Restructuring.

ALLEN COUNTY REGIONAL WATER AND SEWER DISTRICT:

Section 1. Unless the context specifically indicates otherwise, the meaning of terms used in this Ordinance shall be as follows:

- (a) "Administrative Operations Manager" shall mean that person who performs a variety of duties related to the administration of the District as determined by the Board from time to time.
- (b) "Ammonia" (or NH₃-N) shall mean the same as Ammonia Nitrogen measured as Nitrogen.
- (c) "Board" shall mean the Board of Trustees of the Allen County Regional Water and Sewer District, or any duly authorized officials acting in its behalf.
- (d) "BOD" (or Biochemical Oxygen Demand) shall have the same meaning as defined in the Use Ordinance.
- (e) "COD" (or Chemical Oxygen Demand) shall have the same meaning as in the Use Ordinance.
- (f) "Commissioners" shall mean the Allen County, Indiana Board of Commissioners.
- (g) "Commissioners Contribution" shall be the Five Million Dollar (\$5,000,000) contribution provided by the Commissioners to the District pursuant to the terms of that certain Memorandum of Contribution dated March 24th, 2021 facilitating

to provide adequate wastewater collection, transport, and treatment on a continuing basis, and produce discharges to receiving waters that conform with all related federal, state, and local requirements. (These costs include replacement.)

- (q) "Other Service Charges" shall mean tap charges, connection charges, area charges, capital contributions, and other identifiable charges other than excessive strength surcharges.
- (r) "Person" shall mean any and all persons, natural or artificial, including any individual, firm, company, municipal or private corporation, association, society, institution, enterprise, governmental agency, or other entity.
- (s) "Phosphorus" shall have the same meaning as defined in the Use Ordinance.
- (t) "Rate or Rates" shall mean a charge levied on users of the wastewater treatment works for the cost of operation and maintenance of such works. The schedule of Rates is set forth on Appendix C-1 and C-2.
- (u) "Replacement Cost" shall mean the expenditures for obtaining and installing equipment, accessories, or appurtenances which are necessary during the useful life of the treatment works to maintain the capacity and performance for which such works were designed and constructed.
- (v) "S.S." (or Suspended Solids) shall have the same meaning as defined in the Sewer Use Ordinance.
- (w) "Shall" is mandatory; "May" is permissive.
- (x) "Sewage" shall have the same meaning as defined in the Sewer Use Ordinance.
- (y) "Sewer Use Ordinance" shall mean a separate and companion enactment to this Ordinance, which regulates the connection to and use of public and private sewers.
- (z) "SRF" shall mean the Indiana Finance Authority State Revolving Fund
- (aa) "User Class" shall mean the division of wastewater treatment customers by source, function, waste characteristics, and process or discharge similarities (i.e., residential, commercial, industrial, institutional, and governmental). The User Class is set forth on Appendix A.

Residential User - shall mean a user of the treatment works whose premises or building is used primarily as a residence for one or more persons, including all dwelling units, etc.

Commercial User - shall mean any establishment involved in a commercial enterprise, business, or service which, based on a determination by the District discharges primarily segregated domestic wastes or wastes from sanitary conveniences.

Institutional User - shall mean any establishment involved in a social, charitable, religious, and/or educational function which, based on a determination by the District discharges primarily segregated domestic wastes or wastes from sanitary conveniences.

Governmental User - shall mean any federal, state, or local governmental user of the wastewater treatment works.

Industrial User - shall mean any manufacturing or processing facility that discharges industrial waste to a wastewater treatment works.

- (bb) "Lateral" shall mean the connection between the public sewer and the customer's building that is owned and maintained by the customer and installed to serve only the customer.
- (cc) "Extension" shall mean the connection between the public sewer and the customer's building and shall have sufficient size or capacity to sustain additional connections (allowing for District growth) and is owned by the District (i.e. donated) or other public works.

Section 2. Every person whose premises are served by said sewage works or has available for service or has had available for service and connection to said sewage works shall be charged for the services provided. These charges are established for each user class, as defined, in order that the sewage works shall recover, from each user and user class, revenue which is proportional to its use of the treatment works in terms of volume and load. User charges are levied to defray the cost of operation and maintenance (including replacement) of the treatment works. User charges shall be uniform in magnitude within a user class.

Section 3. For the use or the availability for use of the sewage works services, these rates charges shall be collected from the owners of each and every lot, parcel of real estate, or building that is connected, or has available for connection, or has been requested by the District to connect to the District's sanitary system or otherwise discharges sanitary sewage, industrial wastes, water, other liquids, either directly or indirectly, into the sanitary sewage system of the District. A building, structure or other improvement shall be deemed to be connected to the sewage works at the earlier of issuance of a temporary or permanent certificate of occupancy or actual occupancy or use of the building, structure, or other improvement. If any lot, parcel of real estate, car building connects to the sewage works the portion of the rate imbedded in the rate associated with Debt Service Cost shall continue to be due notwithstanding the removal of any building or improvement, or the of the lot or parcel of real estate from the sewage works unless temporarily or permanently waived the District as provided hereinafter. In the event all the plumbing fixtures are removed from any building or structure, or the building or structure is removed, and the sewer connection is capped off, the portion of the rate associated with operation and maintenance cost will thereafter longer be due. Notwithstanding the foregoing, for properties in the Riverhaven sewer service that are acquired by the Allen County Community Development Corp. ("ACCDC") in which the dwelling structure is completely removed, the rate shall terminate and shall no longer be due and payable unless and until the property is reconnected to the District's sewer system. In the case of

complete removal of any building or structure, the District may permit the customer to avoid the monthly rate by repaying the customer's pro rata share of the District's outstanding indebtedness on which the Debt Service cost portion of the rate is based, but any new building or connection thereafter shall not be relieved of any rates, connection charges, and tap-in fees then in effect. Upon the of any Customer or the District on its own motion, the District may for good cause shown reasonable discretion to temporarily or permanently exempt a parcel of real estate from payment of Debt Service cost portion of the rate if all plumbing fixtures have been removed from any building structure or the building or structure has been razed, and the sewer connection has been permanently capped off. Good cause may include, by way of illustration and not limitation, a public purpose interest in returning the property back to being assessed for real estate tax purposes for property acquired by governmental entities acquired through tax sale or otherwise, the interest of an adjacent nearby owner in causing a parcel of real estate to be put to productive use or benefit, or the of economic waste to the District or the public occurring as a result of the inability to dispose of or make use of a parcel of real estate primarily due to the Debt Service cost portion of the rate. Except otherwise provided in Section 3(d) of this Ordinance, if the District has caused to be constructed installed a new collection system and has amended its rate ordinance to establish a rate for such collection system, the full rates and charges hereafter established shall become effective and due the owner of each and every lot, parcel of real estate, or building that has such sewer available to for connection commencing with the first day of the first month after such new collection system becomes available for connection by any such lot, parcel of real estate, or building. Such rates charges include user charges, excessive strength surcharges, and other service charges, which rates charges shall be payable as hereinafter provided and shall be in an amount determinable as follows:

- (a) Each lateral connection shall pay a sewage service bill which shall consist of the sewer rate per month set forth on Appendix C-1 and C-2. The connection's monthly sewage service bill is determined by multiplying the appropriate Equivalent Single Family Dwelling Unit ("ESFDU") factor as shown on Appendix A of this Ordinance to the sewer rate on Appendix C. Sewage service bills shall be rendered once each month (or for a period equaling a month).
- (b) For customers that previously prepaid their Debt Service Charge, a monthly credit shall be applied as set forth on Appendix B.

Fort Wayne Metered Water Customers of District — For any customer of the District that is on or after February 1, 2016, billed by the City Utilities of the City of Fort Wayne as agent for the District and has metered potable water approved in accordance with this Rate ordinance and applicable City Utilities ordinances and polices, the District may, in lieu of the rates of the District set forth in this Rate Ordinance, charge the customer an amount equal to the then applicable rate set forth in this Ordinance, reduced by the then applicable City Utilities flat sewer rate applicable to the District for that customer, and increased by the then applicable City Utilities metered sewer rate for that customer as if the customer was a direct City Utilities sewer customer and not a District customer based upon the customer's metered water consumption.

- (c) For the services rendered to the Allen County Regional Sewer District, said District shall be subject to the same rates and charges hereinabove provided, or to rates and charges established in harmony therewith.
- (d) The monthly rates and charges provided herein shall be applied throughout the year based upon the maximum sewage service required in any month in any calendar

For example, the rates based upon students or employment shall be applied the year based upon the maximum students or employment of the user for such maximum students or employment month, and such maximum usage shall be throughout the year. Where any rate is determined by the number of employees, students, or members, the number of such employees, students, and members be determined based upon at least one annual determination of the number as determined by the District during the calendar year. For a circumstance where a new customer connects to the system, the initial determination shall be made by the District at the time of connection. The District may, in its discretion, make more than one annual determination of the number of students, employees or members if the District has any cause or reason to believe that there has been a substantial or change in the number of such employees, students or members and adjust the ESFDU count and rate accordingly at such time. Such determination so made shall in effect until the next annual determination is made by the District except as otherwise provided hereinafter. If a customer fails to provide the District timely information or accurate information in response to the District's survey, then the District may make its own determination as to the number of employees, students, members. In the event during any year of an increase or decrease of more than twenty percent (20%) in the number of employees, students, or members, the District may in its discretion elect to make a new determination of the numbers and the rate thereof any time after such material change.

- (e) Properties that consist of both single-family connections with commercial activities shall be billed on the cumulative number of ESFDUs. For example, homes with kennels shall be billed as two ESFDUs (1 ESFDU for the home and 1 ESFDU for the kennel).
- (f) For photocopies of the District's books and records, any user or member of the public shall pay a charge of \$0.25 per page.

Section 4. In order that the rates and charges may be justly and equitably adjusted to the service rendered to users, the District shall base its charges not only on the volume, but also on strength and character of the stronger-than-normal domestic sewage and shall require the user to determine the strength and content of all sewage and wastes discharged, either directly or indirectly into the sewage system, in such manner and by such method as the District may deem practicable in light of the conditions and attending circumstances of the case, in order to determine the proper charge. The user shall furnish a sampling point, as defined in the Sewer Use Ordinance, available to the District at all times.

- (a) Additional charges for testing stronger-than-normal domestic waste shall be made on the following basis:
 - (1) Rate Surcharge Based Upon Suspended Solids
There shall be an additional charge of 15.21 cents per pound of suspended solids for suspended solids received in excess of 300 milligrams per liter of fluid.
 - (2) Rate Surcharge Based Upon BOD

There shall be an additional charge of 1.64 cents per pound of biochemical oxygen demand for BOD received in excess of 300 milligrams per liter of fluid.

(3) Rate Surcharge Based Upon Phosphorus

There shall be an additional charge of 132.71 cents per pound of phosphorus in excess of 10 milligrams per liter of fluid.

(4) Rate Surcharge Based Upon Ammonia

There shall be an additional charge of 25.59 cents per pound of ammonia received in excess of 25 milligrams per liter of fluid.

- (b) The determination of Suspended Solids, five-day Biochemical Oxygen demand, COD, and Phosphorus contained in the waste shall be in accordance with the current addition of "Standard Methods for the Examination of Water, Sewage, and Industrial Wastes", as written by the American Public Health Association, the American Water Works Association, and the Water Pollution Control Federation.

Section 5. Such rates and charges shall be prepared, billed, and collected by the District in the manner provided by law and ordinance.

- (a) The rates and charges for all users shall be prepared and billed monthly, or alternatively, the District may provide the customers with a coupon book.
- (b) The rates and charges may be billed to the owners of record of the properties served, unless otherwise required by law.
- (c) As is provided by statute, all rates and charges not paid when due are hereby declared to be delinquent and a penalty of ten percent (10%) of the amount of the rates and charges shall thereupon attach thereto, for any rate or charge not paid on or before the due date. The monthly rates and charges are due on the first day of each month. In the event any payment is made by check which is dishonored, the owner shall also pay to the District all bank fees charged the District for the dishonored check and a penalty of \$25.00.

Section 6. The owner of any lot, parcel of real estate, or building connecting to the sewage works shall, prior to being permitted to make a connection, pay an inspection fee in the amount of Eighty Dollars (\$80.00) for each connection.

Section 7. The owner of any lot, parcel of real estate, or building connecting to the sewage works shall, prior to being permitted to make a connection pay a connection charge equal to the following:

- (a) The cost of connecting to the public sewer, including but not limited to, excavation, backfill, and pavement replacement plus
- (b) Subject to Section 12, the sum of Two Thousand Dollars (\$2,000.00) (the District's "Connection Charge") per Equivalent Single-Family Dwelling Unit as established

in Section 3 and Appendix A. The District may in its discretion waive the Connection Charge in order to secure new customers or to provide relief to purchasers of foreclosed properties that have not been previously connected to the District's sewer system.

Section 8. The District has previously permitted in certain instances new customers to prepay a portion of the customer's future sewer bills. For any customer that previously timely prepaid the then applicable future sewer bill for such service area, such customer shall receive a monthly prepayment credit to their bill as set forth in Appendix B for the prescribed period the credit is applicable. Once the prescribed period for the credit expires, these customers will no longer receive the bill credit. The monthly credit is calculated based on the future value of the customer's prepared sewer bill calculated using the Net Interest Cost for the debt issued by the District to fund the construction of the new service area. If debt is not issued, the District shall select an appropriate period and an appropriate Net Interest Cost to calculate the credit. Effective February 1, 2016, the District will no longer allow prepayment of the Debt Service Cost associated with new customers.

Section 9. Further, as to any Service Area in which the sewage treatment is provided by the City of Fort Wayne to the District, the District shall require, prior to permitting the connection, that the owner of the lot, parcel of real estate, or building waive all rights of remonstrance against annexation by the City of Fort Wayne pursuant to the remonstrance waiver form then in use by the District. The owner of any lot, parcel of real estate, or building connecting to the sewage works of the District in which the sewage treatment is provided to the District by the City Utilities of the City of Fort Wayne shall prior to being permitted to make a connection pay the then applicable City of Fort Wayne Area Connection Charge unless such Fort Wayne Area Connection Charge has been previously paid by the District or the customer for the applicable lot or parcel of real estate. The Area Connection Fee is established each year for each service area by the Board of Public Works of the City of Fort Wayne. The Area Connection Fee of the City of Fort Wayne as amended from time to time is incorporated herein by reference and enacted as a rate pursuant to this Sewer Rate Ordinance.

Section 10. The owner of any lot, parcel of real estate, or building connecting to the sewage works of the District in which the sewage treatment is provided to the District by the City of New Haven shall prior to being permitted to make a connection pay the then applicable City of New Haven Area Connection Charge and tap-in fee unless such New Haven Charges have been previously paid by the District or the customer for the applicable lot or parcel of real estate. The Area Connection Charges and tap-in fee of the City of New Haven as amended from time to time are incorporated herein by reference and enacted as a rate pursuant to this Sewer Rate Ordinance.

Section 11. The owner of any lot, parcel of real estate, or building connecting to the sewage works of the District in which the sewage treatment is provided to the District by the City of Woodburn shall prior to being permitted to make a connection pay the then applicable City of Woodburn Area Connection Charge, tap-in fee and Havenwood Area Connection Charges unless such Woodburn or Havenwood Charges have been previously paid by the District or the customer for the applicable lot or parcel of real estate. The Area Connection Charge, tap-in fee and Havenwood Area Connection Charges of the City of Woodburn as amended from time to time are incorporated herein by reference and enacted as a rate pursuant to this Sewer Rate Ordinance.

Section 12. If the District has caused to be constructed and installed a new collection and has amended its rate ordinance to establish a rate for such new collection system, any lot

that connects to such new system within ninety (90) days (or such longer time as may be requested the District in writing) after such sewer becomes available shall not be required to pay the connection charge as established in Section 7(b) of this Ordinance.

Section 13. In order that the rates and charges for sewage services may remain fair and equitable and be in proportion to the cost of providing services to the various users or user classes, the District may cause a study to be made within a reasonable period of time following the first two years of operation, following the date on which the ordinance first goes into effect. Such study shall include, but not be limited to, an analysis of the costs associated with the treatment of excessive strength effluents from industrial users, volume and delivery flow rate characteristics attributed to the various users or user classes, the financial position of the sewage works and the adequacy of its revenue to provide reasonable funds for the operation and maintenance, replacements, and debt service requirements, and capital improvements to the waste treatment system.

The District shall on a regular basis cause a study to be made for the purpose of reviewing (a) the sufficiency of the revenues to properly operate the wastewater treatment facility and all appurtenances attached thereto; and (b) maintaining proportionality among the user classes of the rates and charges for sewage services. Such studies shall be conducted by officers or employees of the District, or by a firm of certified public accountants, or a firm of consulting engineers, which firms shall have experience in such studies, or by such combination of officers, employees, certified public accountants, or engineers as the District shall determine to be best under the circumstances.

Section 14. The District shall make and enforce such by-laws and regulations as may be deemed necessary for the safe, economical, and efficient management of the District's sewage system, pumping stations, and sewage treatment works, for the construction and use of house sewers and connections to the sewage treatment works, for the construction and use of house sewers and connection to the sewerage system, and for the regulation, collection, rebating, and refunding of such rates and charges. No free service shall be provided to any user of the wastewater treatment facility.

The District is hereby authorized to prohibit dumping of wastes into the District's sewage system which, in its discretion, are deemed harmful to the operation and stormwater of the sewage treatment works of the District, or to require methods affecting pretreatment of said wastes to comply with the pretreatment standards included in the National Pollutant Discharge Elimination System (NPDES) Permit issued to the sewage works.

Section 15. The invalidity of any section, clause, sentence, or provision of this Ordinance shall not affect the validity of any other part of this Ordinance which can be given effect without such invalid part or parts.

Section 16. The Board is hereby further authorized to enter into special rate contracts with users of the sewage works where clearly definable cost to the sewage works can be determined, and such special rates shall be based on such costs.

Section 17. A user shall have the right to appeal a decision of either the Field Operations Manager or the Administrative Operations Manager, respectively, to the Board of Directors, and a decision of the Board of Directors may be appealed to the circuit court of the county under the appeal procedures provided for in the Indiana Administrative Adjudication Act.

Section 18. This Ordinance is effective upon passage. The rates and charges as reflected on Appendix C-1 shall remain effective through June 30, 2021 and the rates and charges as reflected on Appendix C-2 shall be effective on July 1, 2021 and thereafter. Provided however, if the Commissioner's Contribution is not made to the District and the Debt Restructuring with the SRF does not occur on or before June 30, 2021, Appendix C-2 shall become null and void and Appendix C-1 shall then remain in full force and effect in accordance with the rates described therein and for the time periods described thereon.

Section 19. A user, owner or Person who is required to connect to the sewage works of the District in accordance with IND. CODE §13-26 *et seq.* and who fails to connect to the District's sewage works after being duly notified in accordance with IND. CODE §13-26-5-2, being no less than ninety (90) days, may be subject to the following penalties in accordance with IND. CODE §13-26-5-3(9):

- (a) Beginning on the 1st day of the first month following the date for connection, \$5.00 per day;
- (b) Beginning on the 1st day of the second month following the date for connection, \$10.00 per day;
- (c) Beginning on the 1st day of the third month following the date for connection, \$15.00 per day;
- (d) Beginning on the 1st day of the fourth month following the date for connection, \$20.00 per day;
- (e) Beginning on the 1st day of the fifth month following the date for connection, \$25.00 per day;
- (f) Beginning on the 1st day of the sixth month following the date for connection, \$30.00 per day;
- (g) Beginning on the 1st day of the seventh month following the date for connection, \$35.00 per day;
- (h) Beginning on the 1st day of the eighth month following the date for connection, \$40.00 per day;
- (i) Beginning on the 1st day of the ninth month following the date for connection, \$45.00 per day;
- (j) Beginning on the 1st day of the tenth month following the date for connection, \$50.00 per day;
- (k) Beginning on the 1st day of the eleventh month following the date for connection, \$55.00 per day;
- (l) Beginning on the 1st day of the twelfth month following the date for connection, \$60.00 per day;
- (m) Beginning on the 1st day of the thirteenth month following the date for connection, \$65.00 per day;

- (n) Beginning on the 1st day of the fourteenth month following the date for connection, \$70.00 per day;
- (o) Beginning on the 1st day of the fifteenth month following the date for connection, \$75.00 per day;
- (p) Beginning on the 1st day of the sixteenth month following the date for connection, \$80.00 per day;
- (q) Beginning on the 1st day of the seventeenth month following the date for connection, \$85.00 per day;
- (r) Beginning on the 1st day of the eighteenth month following the date for connection, \$90.00 per day;
- (s) Beginning on the 1st day of the nineteenth month following the date for connection, \$95.00 per day;
- (t) Beginning on the 1st day of the twentieth month following the date for connection, and each and every day thereafter \$100.00 per day.

In addition, the District shall have the authority to apply to a Court of competent jurisdiction in which the property is located for an order to force connection, with the cost of the action, including the aforesaid penalty, delinquent rates and charges, and attorney fees of the District all to be assessed by the Court against the user and/or owner in the action. This Ordinance provision is in addition to all other available remedies at law and in equity.

This Ordinance shall amend and replace, in its entirety, Ordinance # 2020-07-22A and be in full force and effect from and after its passage.

Signature Page to Follow

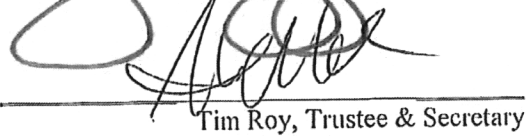
Passed and adopted by the Board of Directors of the Allen County Regional Water and Sewer District on the ____ March, 2021.



Ric Zehr, Trustee & President

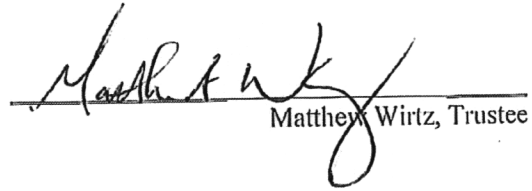


Justin Brugger, Trustee & Treasure



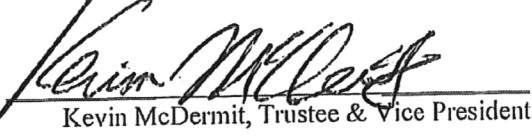
Tim Roy, Trustee & Secretary

Dave Myers, Trustee

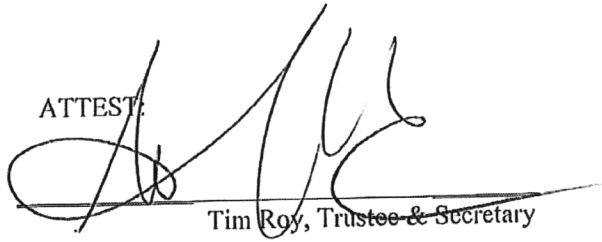


Matthew Wirtz, Trustee

Tom Rotering, Trustee



Kevin McDermitt, Trustee & Vice President

ATTEST:


Tim Roy, Trustee & Secretary

**ALLEN COUNTY REGIONAL WATER AND SEWER DISTRICT
Allen County, Indiana**

APPENDIX A

EQUIVALENT SINGLE-FAMILY DWELLING UNITS

	<u>ESFDU</u>
Residential:	
Single family units	1.000
Apartments	0.750
Commercial:	
Restaurants, drive-ins, bars & organizations with eating and/or drinking facilities:	
First 2 full-time equivalent employees*	1.000
Each additional full-time equivalent employee*	0.333
Telephone company:	
First 3 full-time equivalent employees*	1.000
Each additional full-time equivalent employee*	0.250
Grain elevator:	
First 3 full-time equivalent employees*	1.000
Each additional full-time equivalent employee*	0.250
Professional office:	
First 3 full-time equivalent employees*	1.000
Each additional full-time equivalent employee*	0.250
Dentist office:	
First 3 full-time equivalent employees*	1.000
Each additional full-time equivalent employee*	0.250
Plus:	
Per dentist chair	0.650
Retail establishment:	
First 3 full-time equivalent employees*	1.000
Each additional full-time equivalent employee*	0.250
Motel, rooming houses, bed & breakfasts and resorts:	
Office/manager residence	1.000
Per nightly rental unit with kitchen/cooking facilities	1.000
Per nightly rental unit without kitchen/cooking facilities	0.250
Service stations/auto repair:	
Without car wash:	
First 2 full-time equivalent employees*	1.000
Each additional full-time equivalent employee*	0.333
With car wash:	
Per car wash bay	2.500
Barber or beauty shop:	
First 3 full-time equivalent employees*	1.000
Each additional full-time equivalent employee*	0.500
Shop or office in residence — wherein customers, vendors, or invitees come into the residence premises	2.000

ALLEN COUNTY REGIONAL WATER AND SEWER DISTRICT
Allen County, Indiana

APPENDIX A

EQUIVALENT SINGLE-FAMILY DWELLING UNITS (Cont.)

	<u>ESFDU</u>
Commercial (cont.)	
Veterinarian's office:	
First 3 full-time equivalent employees*	1.000
Each additional full-time equivalent employee*	0.333
Kennels	1.000
Warehouse:	
First 3 full-time equivalent employees*	1.000
Each additional full-time equivalent employee*	0.250
Trailer park:	
Each occupied trailer pad (User Charge, Debt Service & Replacement Charge), plus	0.750
Each available unoccupied trailer pad (Debt Service & Replacement Charge)	0.750
Governmental (excluding Fire Departments):	
First 3 full-time equivalent employees*	1.000
Each additional full-time equivalent employee*	0.250
Fire department	1.000
Community center	1.000
Institutional:	
Churches, lodges, or other organizations without eating and/or drinking facilities:	
For up to the first 200 members	1.000
For each member in excess thereof	0.005
Rectory	1.000
Parish hall	1.000
For each enrolled student:	
Full-time	0.100
Part-time	0.050
Daycare attendee	0.100
Schools:	
For each enrolled student:	
Full-time	0.100
Part-time	0.050
Industrial: (sanitary flow only)	
First 3 full-time equivalent employees*	1.000
Each additional full-time equivalent employee*	0.250

*Full-time equivalent employee calculation: **EDU**
Employee typically works 32 hours per week or more 1.000
Employee typically works 31.9 hours per week or less 0.5000

ALLEN COUNTY REGIONAL WATER AND SEWER DISTRICT
Allen County, Indiana

APPENDIX B

CLASS II CUSTOMER BILL PREPAYMENT CREDIT

Monthly credit to be given to those customers who prepaid their debt service portion of the bill prior to debt issuance (formerly classified as Class II customers):

<u>Service Area</u>	<u>Monthly Credit</u>	<u>Expiration Date of Credit</u>
North Woodland Heights	47.99	4/1/2026
Ridgeway Additions	41.86	4/1/2026
Muldoon Road	63.04	4/1/2026
Bluffton Road - Brooklane Drive	55.73	4/1/2028
Kroemer Road - Bass Road (gravity)	74.79	4/1/2028
Leesburg Road - Beineke Road	85.61	4/1/2028
Thiele Road (gravity)	77.47	4/1/2028
Kroemer Road - Bass Road (pressure)	74.79	4/1/2028
Georgian Park	86.51	4/1/2028
Platter Parkway	58.45	4/1/2028
Wayne Trace/Tillman/Trentman	67.85	4/1/2029
US 27 — Monroeville Road	49.19	4/1/2029
Bostick Road	56.03	4/1/2029
Dunkelberg Road - Bluffton Road - Villa Drive	64.29	4/1/2029
Winchester Road - Dodane Road	56.03	4/1/2029

ALLEN COUNTY REGIONAL WATER AND SEWER DISTRICT
Allen County, Indiana

APPENDIX C-1

SCHEDULE OF RATES

	Effective <u>1/1/2020</u>	Effective <u>1/1/2021</u>	Effective <u>1/1/2022</u>
<u>Arcola</u>	\$98.26	\$105.14	\$112.02
<u>Hoagland</u>	72.55	77.04	81.81
<u>Mayhew</u>	109.13	113.83	118.53
<u>Wheatridge Road (Lockville Addition)</u>	111.34	115.61	119.88
<u>Canyon Run/Sunset Estates</u>	92.71	100.70	108.69
<u>Canyon Run Expansion</u>	120.71	123.52	126.33
<u>Hessen Cassel</u>	111.32	115.59	119.86
<u>Beineke Drive</u>	121.18	123.48	125.78
<u>North Woodland Heights</u>	130.97	132.67	132.67
<u>Ridgeway Additions</u>	130.97	132.67	132.67
<u>Muldoon Road</u>	123.90	126.38	128.91
<u>Bluffton Road - Brooklane Drive</u>	130.97	132.67	132.67
<u>Kroemer Road - Bass Road (Gravity Sewer)</u>	130.97	132.67	132.67
<u>Georgian Park</u>	130.97	132.67	132.67
<u>Leesburg Road - Beineke Road</u>	130.97	132.67	132.67
<u>Platter Parkway</u>	127.84	132.67	132.67
<u>Thiele Road (Gravity Sewer)</u>	130.97	132.67	132.67
<u>Riverhaven</u>	92.67	95.45	98.31
<u>US 27 - Monroeville Road</u>	128.10	132.67	132.67
<u>Wayne Trace - Tillman Road - Trentman Road</u>	124.30	126.79	129.33
<u>Dunkelberg Road - Bluffton Road - Villa Drive</u>	130.97	132.67	132.67

ALLEN COUNTY REGIONAL WATER AND SEWER DISTRICT
Allen County, Indiana

APPENDIX C-1

SCHEDULE OF RATES
(Cont'd)

	<u>Effective</u> <u>1/1/2020</u>	<u>Effective</u> <u>1/1/2021</u>	<u>Effective</u> <u>1/1/2022</u>
<u>Winchester Road - Dodane Road</u>	\$124.36	\$132.67	\$132.67
<u>Bostick Road</u>	126.50	132.67	132.67
<u>Cedar Canyons/Cedar Shores Addition</u>	130.97	132.67	132.67
<u>Leo Road</u>	130.97	132.67	132.67
<u>Maples Road - Hughes Drive</u>	130.97	132.67	132.67
<u>Plantation Park Addition -Huguenard Road</u>	130.97	132.67	132.67
<u>Winchester - Kinnerk - Allison - Boggs</u>	130.97	132.67	132.67
<u>Winters Road</u>	130.97	132.67	132.67
<u>Greater Cedar Creek Watershed</u>	130.97	132.67	132.67
<u>Flutter Rd. - Wheelock Rd. - Eby Rd. - Hickory Place Addition</u>	130.97	132.67	132.67
<u>Septic Relief (Soil Absorption and Permitted Discharge)</u>	119.35	122.01	124.67
<u>Salt Hill</u>	102.54	108.56	114.58
<u>Wallen Community - Wallen Road</u>	130.97	132.67	132.67
<u>Goshen - Fritz - Cook - Steele</u>	130.97	132.67	132.67
<u>Whippoorwill - LIM</u>	130.97	132.67	132.67
<u>Tonkel - Hursh - Mars - Crawford</u>	130.97	132.67	132.67
<u>Kroemer - Gerdings</u>	130.97	132.67	132.67
<u>Yoder</u>	119.93	122.90	125.87
<u>Berneway</u>	119.93	122.90	125.87
<u>U.S. 27 - Maples - Jennifer Drive</u>	121.44	124.10	126.76
<u>Trentman - Thompson Road</u>	121.44	124.10	126.76
<u>Glen Elm - Popp</u>	130.97	132.67	132.67
<u>Andar - Pion</u>	130.97	132.67	132.67

ALLEN COUNTY REGIONAL WATER AND SEWER DISTRICT
Allen County, Indiana

APPENDIX C-1 -Newest Service Areas

SCHEDULE OF RATES
(Cont'd)

	<u>Effective</u> <u>1/1/2020</u>	<u>Effective</u> <u>1/1/2021</u>	<u>Effective</u> <u>1/1/2022</u>
<u>Union Chapel</u>	130.97	132.67	132.67
<u>Poc</u>	130.97	132.67	132.67
<u>Carroll – Hand</u>	130.97	132.67	132.67
<u>Dupont Road West</u>	130.97	132.67	132.67
<u>Lafayette Center – Branstrator</u>	130.97	132.67	132.67
<u>Marion Center – Monroeville Road</u>	130.97	132.67	132.67
<u>Felt Place – Aljean Drive</u>	130.97	132.67	132.67
<u>Maples</u>	130.97	132.67	132.67

ALLEN COUNTY REGIONAL WATER AND SEWER DISTRICT
Allen County, Indiana

APPENDIX C-2
EFFECTIVE JULY 1, 2021

SCHEDULE OF RATES

	<u>Effective</u> <u>7/1/2021</u>	<u>Effective</u> <u>1/1/2022</u>	<u>Effective</u> <u>1/1/2023</u>
<u>Arcola</u>	\$93.57	\$102.60	\$111.63
<u>Hoagland</u>	68.57	77.60	86.63
<u>Mayhew</u>	101.31	110.34	119.37
<u>Wheatridge Road (Lockville Addition)</u>	102.89	111.92	120.95
<u>Canyon Run/Sunset Estates</u>	89.63	98.66	107.69
<u>Canyon Run Expansion</u>	109.93	118.96	121.75
<u>Hessen Cassel</u>	102.88	111.91	120.94
<u>Beineke Drive</u>	109.90	118.93	121.75
<u>North Woodland Heights</u>	118.08	121.75	121.75
<u>Ridgeway Additions</u>	118.08	121.75	121.75
<u>Muldoon Road</u>	112.48	121.51	121.75
<u>Bluffton Road - Brooklane Drive</u>	118.08	121.75	121.75
<u>Kroemer Road - Bass Road (Gravity Sewer)</u>	118.08	121.75	121.75
<u>Georgian Park</u>	118.08	121.75	121.75
<u>Leesburg Road - Beineke Road</u>	118.08	121.75	121.75
<u>Platter Parkway</u>	118.08	121.75	121.75
<u>Thiele Road (Gravity Sewer)</u>	118.08	121.75	121.75
<u>Riverhaven</u>	84.95	93.98	103.01
<u>US 27 - Monroeville Road</u>	118.08	121.75	121.75
<u>Wayne Trace - Tillman Road - Trentman Road</u>	118.08	121.75	121.75
<u>Dunkelberg Road - Bluffton Road - Villa Drive</u>	118.08	121.75	121.75

ALLEN COUNTY REGIONAL WATER AND SEWER DISTRICT
Allen County, Indiana

APPENDIX C-2

SCHEDULE OF RATES
(Cont'd)

	<u>Effective</u> <u>7/1/2021</u>	<u>Effective</u> <u>1/1/2021</u>	<u>Effective</u> <u>1/1/2022</u>
<u>Winchester Road - Dodane Road</u>	\$118.08	\$121.75	\$121.75
<u>Bostick Road</u>	118.08	121.75	121.75
<u>Cedar Canyons/Cedar Shores Addition</u>	118.08	121.75	121.75
<u>Leo Road</u>	118.08	121.75	121.75
<u>Maples Road - Hughes Drive</u>	118.08	121.75	121.75
<u>Plantation Park Addition -Huguenard Road</u>	118.08	121.75	121.75
<u>Winchester - Kinnerk - Allison - Boggs</u>	118.08	121.75	121.75
<u>Winters Road</u>	118.08	121.75	121.75
<u>Greater Cedar Creek Watershed</u>	118.08	121.75	121.75
<u>Flutter Rd. - Wheelock Rd. - Eby Rd. - Hickory Place Addition</u>	118.08	121.75	121.75
<u>Septic Relief (Soil Absorption and Permitted Discharge)</u>	108.59	117.62	121.75
<u>Salt Hill</u>	96.62	105.65	114.68
<u>Wallen Community - Wallen Road</u>	118.08	121.75	121.75
<u>Goshen - Fritz - Cook - Steele</u>	118.08	121.75	121.75
<u>Whippoorwill - LIM</u>	118.08	121.75	121.75
<u>Tonkel - Hursh - Mars - Crawford</u>	118.08	121.75	121.75
<u>Kroemer - Gerdings</u>	118.08	121.75	121.75
<u>Yoder</u>	109.38	118.41	121.75
<u>Berneway</u>	109.38	118.41	121.75
<u>U.S. 27 - Maples - Jennifer Drive</u>	110.45	119.48	121.75
<u>Trentman - Thompson Road</u>	110.45	119.48	121.75
<u>Glen Elm - Popp</u>	118.08	121.75	121.75
<u>Andar - Pion</u>	118.08	121.75	121.75

ALLEN COUNTY REGIONAL WATER AND SEWER DISTRICT
Allen County, Indiana

APPENDIX C-2 -Newest Service Areas

SCHEDULE OF RATES
(Cont'd)

	<u>Effective</u> <u>7/1/2021</u>	<u>Effective</u> <u>1/1/2021</u>	<u>Effective</u> <u>1/1/2022</u>
<u>Union Chapel</u>	\$118.08	\$121.75	\$121.75
<u>Poe</u>	118.08	121.75	121.75
<u>Carroll – Hand</u>	118.08	121.75	121.75
<u>Dupont Road West</u>	118.08	121.75	121.75
<u>Lafayette Center – Branstrator</u>	118.08	121.75	121.75
<u>Marion Center – Monroeville Road</u>	118.08	121.75	121.75
<u>Felt Place – Aljean Drive</u>	118.08	121.75	121.75
<u>Maples</u>	118.08	121.75	121.75

*The Debt Service Cost for the users of the District is \$24.11 per month per ESFDU.

APPENDIX K

Schedule of Notices Regarding Environmental Compliance

None

APPENDIX L

Schedule of Excluded Assets

NONE

APPENDIX M

Schedule of Permitted Exceptions

NONE

APPENDIX N

Schedule of Assumed Liabilities

All Liabilities of the District

APPENDIX O


Schedule of Sanitary Sewer Boundaries

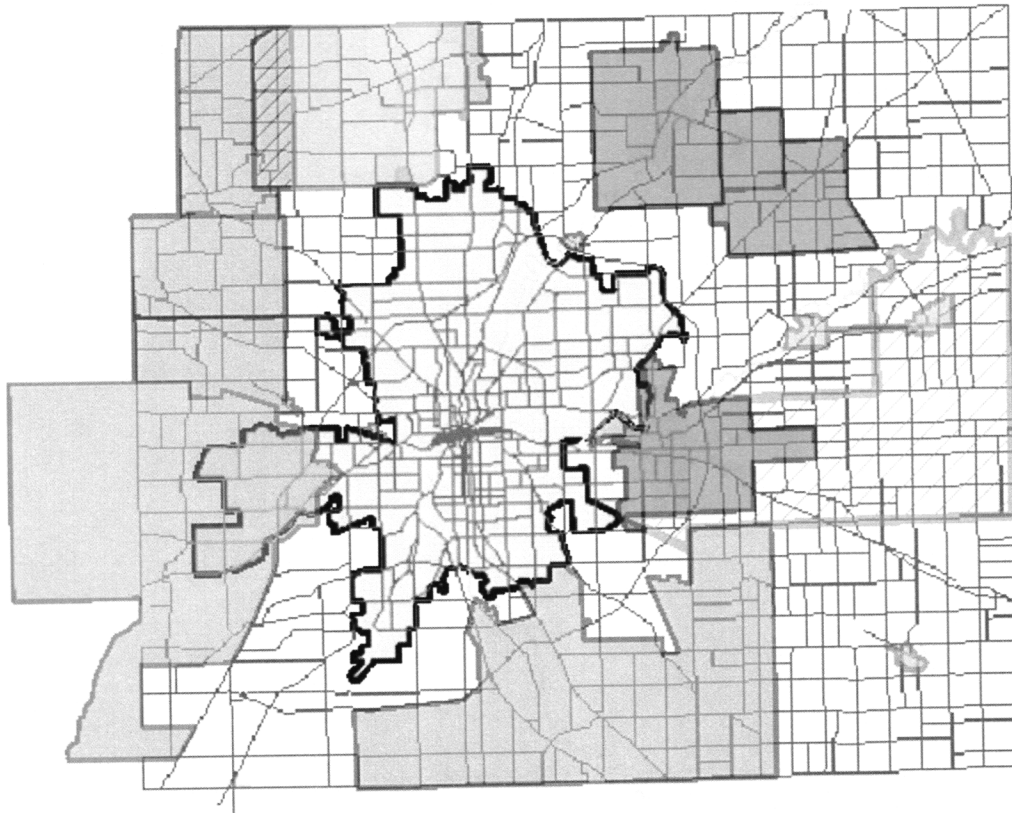
3. That the territory included in the district will consist of all of Allen County, Indiana, except the following described areas:
 - A. Territories currently being serviced by the following:
 - (1) The city sewer utility of the City of Fort Wayne. Provided, however, that it is understood and intended that the boundary of the Allen County Regional Sewer District will, in the future, automatically be changed to exclude, as to any area within the district which is at that time not actually served by the district or any area not under contract for construction of sewers or for any area for which the sale of bonds have not been authorized by the proper body of the district for the construction of sewers, (a) any area annexed to the City of Fort Wayne, or (b) any area subsequently serviced by the City Sewer Utility of the City of Fort Wayne; and, provided, further, it is understood and intended that the boundary of the Allen County Regional Sewer District may be changed upon the petition and agreement of the City of Fort Wayne, Indiana, and/or City Sewer Utility of the City of Fort Wayne, Indiana, to exclude areas that are then served by the district, upon the execution of an agreement agreeing to assume any and all charges, liabilities, or indebtedness created by virtue of contracts or bonds for that construction or financing of sewers serving that area.
-

- (2) The New Haven municipal sewage works provided; however, that it is understood and intended that the boundary of the Allen County Regional Sewer District will, in the future, automatically be changed to exclude, as to any area within the district which is at the time not actually served by the district or any area not under contract for construction of sewers or for any area for which the sale of bonds have not been authorized by the proper body of the district for the construction of sewers, (a) any area finally annexed to the City of New Haven, or (b) any area subsequently serviced by the New Haven municipal sewage works; and, provided, further, it is understood and intended that the boundary of the Allen County Regional Sewer District may be changed upon the petition and the agreement of the City of New Haven, Indiana, and/or the New Haven municipal sewage works, to exclude areas that are then served by the district, upon the execution of an agreement agreeing to assume any and all charges, liabilities, or indebtedness created by virtue of contracts or bonds for the construction or financing of sewers serving that area.
 - (3) Sewage utility of the City of Woodburn.
 - (4) Sewage utility of the Town of Grabill, provided, however, that it is understood and intended that the boundary of the Allen County Regional Sewer District will, in the future, automatically be changed to exclude, as to any area within the district which is at that time not actually served by the district or any area not under contract for construction of sewers or for any area for which the sale of bonds have not been authorized by the proper body of the district for the construction of sewers, (a) any area finally annexed to the Town of Grabill, or (b) any area subsequently served by the sewage utility of the Town of Grabill; and provided, further, that it is understood and intended that the boundary of the Allen County Regional Sewer District may be changed upon the petition and agreement of the Town of Grabill, Indiana, and/or the sewage utility of the Town of Grabill, to exclude areas that are then served by the district, upon the execution of an agreement agreeing to assume any and all charges, liabilities, or indebtedness created by virtue of contracts or bonds for the construction or financing of sewers serving that area.
 - (5) The sewage utility of the Town of Huntertown.
 - (6) Sewage utility of the Town of Monroeville.
- B. The territories previously approved by the Indiana Stream Pollution Control Board as planning areas or boundaries for:
- (1) Leo-Cedarville Regional Sewer District.
 - (2) Maysville Regional Sewer District.
-

(3) Riverhaven Regional Sewer District.

- C. Those areas reserved pursuant to a Certificate of Territorial Authority issued by the Indiana Public Service Commission for Diversified Utilities, Inc.; Sewage Utilities of Indiana, Inc.; Clearwater Utilities, Inc.; and Maplewood Park Utilities, Inc.
- D. Provided, however, that it is understood and intended that the boundary of the Allen County Regional Sewer District will, in the future, automatically be changed to exclude, as to any area within the district which is at that time not actually served by the district or any area not under contract for construction of sewers or for any area for which the sale of bonds has not been authorized by the proper body of the district or the construction of sewers, upon the petition of the owner of any real estate within the district, which petition includes an agreement by any sewage treatment facility which has been excluded from the Allen County Regional Sewer District accepting the sewage generated, or to be generated, from such area.

 Areas in purple are those that are directly serviced by the District as of the date of the Agreement. The District collects the waste from customers in these areas and sends the waste to the City for treatment.



APPENDIX P

Form of Limited Special Warranty Deed

MAIL TAX BILLS TO:

200 E. Berry St., Ste. 270
Fort Wayne, IN 46802

Parcel No.: _____

LIMITED SPECIAL WARRANTY DEED

THIS INDENTURE WITNESSETH, that the Allen County Regional Water and Sewer District, over the age of Eighteen (18) years, of 200 E. Berry St., Ste. B-015, in Allen County in the State of Indiana (“Grantor”), in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **CONVEYS AND WARRANTS** to the City of Fort Wayne, Indiana, of 200 E. Berry St., Ste. 270, in Allen County in the State of Indiana (“Grantee”), the following described real estate in Allen County, in the State of Indiana:

[Insert Legal Description]

More commonly known as: _____

SUBJECT TO all taxes, mortgages, liens, encumbrances, easements, assessments, restrictions of Record, public highways and rights of way, and all zoning laws and building ordinances.

ALSO SUBJECT TO: Insert Bond Description

Dated this 15th day of December, 2021.

ALLEN COUNTY REGIONAL WATER AND
SEWER DISTRICT

By: _____

Printed: _____

Title: _____

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this 15th day of December, 2021, personally appeared, _____, in his/her capacity as _____ for the Allen County Regional Water and Sewer District, over the age of Eighteen (18) years, and acknowledged the execution of the foregoing deed to be his/her voluntary act for the use and purposes stated therein. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires:

, Notary Public

Resident of _____ County,

I affirm under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Brandon J. Almas.

This instrument prepared by Brandon J. Almas, Attorney for the City of Fort Wayne, Indiana, 200 E. Berry St., Ste. 430, Fort Wayne, IN 46802, Attorney Identification No.: 29810-41

MAIL TO: 200 E. Berry St., Ste. 270, Fort Wayne, IN 46802

APPENDIX Q

Form of IDEM Petition

STATE OF INDIANA)
)
COUNTY OF MARION)

INDIANA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT

IN THE MATTER OF THE PETITION OF)
THE BOARD OF TRUSTEES OF THE ALLEN)
COUNTY REGIONAL WATER AND SEWER)
DISTRICT, ALLEN COUNTY, INDIANA, TO)
MODIFY ITS PLAN)

CAUSE NO. _____

**PETITION OF THE ALLEN COUNTY REGIONAL
WATER AND SEWER DISTRICT
TO MODIFY ITS PLAN**

Comes now the Allen County Regional Water and Sewer District (“District”), by its Board of Trustees (“Board”), and files its Petition to Modify its Plan (“Petition”) to establish a new procedure for the appointment of members to its Board and a restatement of its purpose. In support of its Petition, the District offers the following:

1. On July 5, 1979, the Stream Pollution Control Board of the State of Indiana (currently the Indiana Department of Environmental Management (“IDEM”)) entered a final order (“Final Order”) creating the District, delineating the District’s Territory, and describing the manner by which the Board would be appointed.
2. The Final Order provided, in part, that the Board would be appointed as follows:
 - A. One (1) member to be appointed by the Allen County Board of Health;
 - B. One (1) member to be appointed by the Allen County Council;
 - C. Two (2) members to be appointed by the Mayor of the City of Fort Wayne, Indiana; and
 - D. Three (3) members to be appointed by the Allen County Board of

Commissioners.

3. On February 17, 1993, IDEM issued an Order Granting Modification of Allen County Regional Sewer District. The February 17, 1993 Order: (i) changed the name of the District from the “Allen County Regional Sewer District” to the “Allen County Regional Water and Sewer District”; and (ii) expanded the purpose of the District to include the control and regulation of water systems within the District.

4. On August 25, 2021, the District executed a Utility System Asset Acquisition Agreement (“Acquisition Agreement”) with the City of Fort Wayne, Indiana (“City”). The Acquisition Agreement, a copy of which is attached as Exhibit A, provides, among other things, that the City will own, operate, and assume all responsibility for the District’s assets and providing service to customers in and around the District. The vast majority of the District’s customers will, in turn, experience a decrease in their monthly user bill for 2022 from \$121.75 to \$80.12 per month.

5. As a condition to closing, the Acquisition Agreement requires that the District seek an IDEM order modifying the current procedure for appointment of members to the Board. Specifically, the Acquisition Agreement dictates that the appointments to the Board and the initial term of each new appointment be as follows:

- A. One (1) member to be appointed by the County Commissioners for a one (1) year term;
- B. One member to be appointed by the County Council for a one (1) year term;
- C. One member to be appointed by the City of Woodburn, Indiana, for a two (2) year term; and
- D. Six (6) members to be appointed by the Mayor of the City (one (1) member shall have an initial term of two (2) years; two (2) members shall have an initial term of three (3) years; and three (3) members shall have an initial term of four (4) years).

6. The District currently has an agreement with the City of Woodburn, Indiana (“Woodburn”), under which Woodburn provides wholesale wastewater treatment service to the District until the existing agreement expires in 2027. For this reason, the Acquisition Agreement requires that the City of Woodburn have an appointment to the District Board until such time as the Woodburn’s agreement with the District expires in 2027. At that time, Woodburn’s appointment will automatically revert or be transferred to the City which will result in the number of the Mayor’s appointments increasing from six (6) to seven (7).

7. All trustees shall be appointed in accordance with Indiana Code § 13-26-4-6, and there will be no ex officio members. After the initial terms (as described in paragraph 5 above), any appointed Board member shall serve at the pleasure of the appointing authority for a term of four (4) years. For those members serving on the Board of Trustees, the District shall provide a bond in an amount that is established by the Board and is in accordance with Indiana law.

8. In the Acquisition Agreement (i.e. Exhibit A), the District and City specifically recognize that in some instances the District may need to directly provide sewer or water service within the District’s service territory. The parties also recognize that in order to maintain rates and charges at the lowest possible level for the customers in and around the District’s service territory, the City should be granted the exclusive right to serve.

9. Accordingly, the Board respectfully requests that IDEM issue an Order: (i) confirming that the District has the power and authority to regulate, control, and provide sewer and water service inside and outside of its service territory; and (ii) the District’s

service territory will no longer be automatically changed to exclude those areas sought to prospectively be served by the City or any other entity. (See, e.g., Exhibit A, Acquisition Agreement, Section 5.2(B), p. 14). With respect to its service territory, the Board requests that its service territory continue to consist of all of Allen County, Indiana, except for these areas being serviced by other utilities at the time of the filing of this Petition.

10. The District requests that IDEM issue an order granting the relief requested herein and recognize that such order will only be in full force and effect at and upon the closing contemplated in the Acquisition Agreement.

WHEREFORE, the District respectfully requests that the Indiana Department of Environmental Management perform all necessary procedures to approve this Petition (seeking modification of the District's plan) to: (i) establish a new procedure for appointing members to the Board; (ii) authorize the District to regulate, control, and provide sewer and water service inside and outside of its territory as authorized in Indiana Code § 13-26-1-1(1)-(2); (iii) the District's boundaries will include all of Allen County, Indiana, except for those areas being serviced by other utilities at the time of the filing of this Petition; and (iv) the District's boundaries will no longer be automatically changed to exclude those areas to be served by another entity, including the City, after the date of this Petition.

Respectfully submitted,

BOARD OF TRUSTEES OF THE ALLEN
COUNTY REGIONAL WATER AND SEWER
DISTRICT

Rick Zehr, President

ATTEST:

Tim Roy, Secretary

4159849_4

Exhibit A

APPENDIX R

Schedule of Individual Septic Systems

Appendix R

District Individual Septic Systems

#	District Customer #	Customer Account #	Current Customer Name	Address	Operating Permit Issue Date	Current Customer Start Date	District End Date	Twp:	Operating Permit No:	Issued Date on Permit:	Expiration Date on Permit:
1	6624	0021	JAMES BODNAR	[REDACTED]	11/12/2013	2/1/2016	12/1/2023	EEL RIVER	ACOW-15-0738	12/16/2019	12/16/2021
2	6625	0022	CARL N BRINCEFIELD	[REDACTED]	1/9/2013	2/1/2016	2/1/2023	LAFAYETTE	ACOW-15-0373	9/21/2019	9/21/2021
3	6626	0023	SHELLY D BROOKS	[REDACTED]	11/13/2013	2/1/2016	12/1/2023	MILAN	ACOW-16-0345	11/13/2019	11/13/2021
4	6627	0024	KENNETH BUTLER	[REDACTED]	10/18/2013	2/1/2016	11/1/2023	WASHINGTON	ACOW-15-0753	11/18/2019	11/18/2021
5	6628	0025	ERIC EVERSMAN	[REDACTED]	8/29/2015	2/1/2016	9/1/2025	WASHINGTON	ACOW-16-0339	8/29/2019	8/29/2021
6	0063	0026	CYNTHIA J MONTGOMERY	[REDACTED]	10/9/2013	4/10/2019	11/1/2023	LAFAYETTE	ACOW-15-0696	10/9/2019	10/9/2021
7	6630	0027	HAROLD GRUVER	[REDACTED]	10/17/2013	2/1/2016	11/1/2023	PLEASANT	ACOW-17-0048	10/17/2019	10/17/2021
8	6631	0028	PAUL N HOFFMAN	[REDACTED]	7/15/2013	2/1/2016	8/1/2023	MILAN	ACOW-15-0381	9/21/2019	9/21/2021
9	6104	0029	ANGEL HILL	[REDACTED]	11/18/2013	10/1/2020	12/1/2023	MARON	ACOW-16-1718	11/18/2019	11/18/2021
10	6633	0030	SHANE A KENNEDY	[REDACTED]	10/24/2013	2/1/2016	11/1/2023	EEL RIVER	ACOW-16-0218	10/24/2019	10/24/2021
11	6634	0031	ZACHERY BERNING	[REDACTED]	9/26/2013	2/1/2016	10/1/2023	MILAN	ACOW-15-0555	11/2/2019	11/2/2021
12	5821	0032	HOWARD BEARD	[REDACTED]	5/22/2014	6/1/2017	6/1/2024	LAFAYETTE	ACOW-16-1016	5/22/2020	5/22/2022
13	6636	0033	JOHN NORRIS	[REDACTED]	5/23/2014	2/1/2016	6/1/2024	LAFAYETTE	ACOW-16-1017	5/23/2020	5/23/2022
14	6637	0034	LARRY HORMANN	[REDACTED]	10/28/2013	2/1/2016	11/1/2023	MADISON	ACOW-16-0215	10/28/2019	10/28/2021
15	6638	0035	JONAS ZEHR	[REDACTED]	9/26/2013	7/29/2016	10/1/2023	MILAN	ACOW-16-0866	9/26/2019	9/26/2021
16	6639	0036	JAMES JAUREGUI	[REDACTED]	5/6/2013	2/1/2016	6/1/2023	MAUMEE	ACOW-15-0358	11/2/2020	11/2/2022
17	3701	0037	JOE L PAUL	[REDACTED]	7/23/2017	10/1/2018	8/1/2027	MARION	ACOW-15-0342	10/9/2020	10/9/2021
18	5225	4631	CHAD GILLENWATER	[REDACTED]	5/10/2017	5/10/2017	6/1/2027	MADISON	ACOW-17-0244	5/10/2017	5/10/2020
19	5226	4632	GERALD G BROWN	[REDACTED]	12/15/2016	12/15/2016	1/1/2026	LAFAYETTE	ACOW-17-0028	12/15/2020	12/15/2022
20	5229	4633	GREGORY L MILLER	[REDACTED]	12/21/2016	12/21/2016	1/1/2026	LAFAYETTE	ACOW-16-1753	12/21/2020	12/21/2022
21	5230	4635	ANGELA LONIS	[REDACTED]	12/13/2017	12/13/2017	1/1/2027	ABOITE	ACOW-17-0644	12/21/2019	12/21/2021
22	0615	2048	GREGORY L BISCHOFF	[REDACTED]	9/21/2018	10/1/2018	10/1/2028	ADAMS	ACOW-18-0686	9/21/2020	9/21/2022

APPENDIX S

INTERLOCAL AGREEMENT

This Interlocal Agreement (“Agreement”) is entered into this 15th day of December, 2021, by and between the City of Fort Wayne, Indiana (“City”), and the Allen County Regional Water and Sewer District (“District”) (collectively, the “Parties”), and shall be effective as of the Effective Date set forth below.

RECITALS

A. The City and District are governmental entities and political subdivisions within Allen County, State of Indiana.

B. As an Indiana municipality, the City is authorized under Ind. Code §§ 36-9-23-1 and § 8-1.5-1-1, et seq. (the “**City’s Authority**”), to provide sewer and water service inside and outside of its municipal boundaries.

C. The District is an Indiana regional district governed by Ind. Code § 13-26-1-1, et seq., which authorizes the District to, among other things, provide sewer and water service to its customers (the “**District’s Authority**”).

D. Simultaneously herewith, the Parties have closed on the transaction contemplated by a Utility System Asset Acquisition Agreement (“Acquisition Agreement”) whereby the City has purchased all the District’s assets and assumed all ongoing District obligations after closing (“Closing”) on the contemplated transaction.

E. After Closing, the District’s customers will become customers of the City and receive the City’s lower monthly “Outside City” user rates.

F. Simultaneously herewith, the Indiana State Revolving Fund Loan Program (“SRF Program”) has provided the City a low interest loan (“Bonds”) and/or grant to facilitate the transaction and allow the City to reduce user rates for the District’s customers.

G. The District now desires to enter into this Agreement and authorize the City to exercise any and all powers necessary, and to assume all responsibility for, providing sewer and water services to customers in and around the District’s service area (“Service Area”) consistent with the terms and conditions set forth herein.

H. After executing this Agreement, the City will be responsible for all aspects of providing sewer and water service to customers in the Service Area, including all billing, collection, customer service, repairs, maintenance, and other responsibilities of the District.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

ARTICLE I PURPOSE OF AGREEMENT

Section 1.1 Purpose. The purpose of this Agreement is to authorize and grant to the City all authority necessary to extend, operate, and maintain sewer and water facilities within the Service Area. By executing this Agreement, the Parties agree to take all reasonable actions to ensure that the City is the exclusive water and sewer service provider in the Service Area.

Section 1.2 Service Area. For purposes of this Agreement, the Service Area shall be those areas to which: (i) the City is authorized to provide sewer service under Ind. Code § 36-9-23-36 or water service under Ind. Code § 8-1.5-2-3; and (ii) the District is authorized to serve under any current or future orders/directives from the Indiana Department of Environmental Management.

Section 1.3 Powers. In carrying out the purpose of this Agreement, the City may exercise the City's Authority and any power provided to either Party under state or federal law, including, without limitation, the ability to provide both sewer and water service inside and outside the District and all powers related thereto. If, however, the City specifically exercises any of the District's Authority, it must do so in accordance with Ind. Code § 13-26-1-1, et seq.,. Such powers include, but are not necessarily limited to, the power to contract, acquire (either voluntarily or involuntarily) the land rights necessary to facilitate service to the Service Area, use the rights of way and easements owned and controlled by the District, borrow money (i.e. issue bonds or bond anticipation notes), and hire any and all professionals deemed necessary by the City.

Section 1.4 Regionalization of Service. The Parties desire for the City to provide a systematic, regionalized solution for sewer and water service in the Service Area. In executing this Agreement, the Parties hope to facilitate a means by which regionalized water and sewer service can be provided by the City both inside and outside the District.

ARTICLE II TERM AND DURATION

Section 2.1 Effective Date. This Agreement shall be in full force and effect upon: (i) adoption by the Parties of an ordinance and/or resolution approving the Agreement; (ii) execution of the Agreement by both the City and District; (iii) Closing; and (iv) recording of the Agreement as set forth herein.

Section 2.2 Term. Except as otherwise set forth herein, this Agreement shall continue in full force and effect until the Bonds for the City are paid off (and not refunded with a longer maturity) or fifty (50) years from the date of execution of the Agreement, whichever is longer. The Parties may, however, extend the Agreement by mutual agreement.

Section 2.3 Authority to Serve the Service Area. If this Agreement is terminated or expires, the City shall retain the right to provide sewer and water service in the Service Area.

**ARTICLE III
ADMINISTRATION OF AGREEMENT**

Section 3.1 Board of Works and City Council. The City’s sewer and water utilities are managed by its Board of Public Works (“BPW”) and City Council (“Council”). As to all matters relating to sewer or water system in the Service Area, the BPW shall be responsible for administering this Agreement, day-to-day management of the sewer and water facilities, and ensuring that sewer and water service is provided in an economically and technically feasible manner in the Service Area. The BPW shall specifically be responsible for planning, designing, operating, maintaining, and overseeing construction of any new facilities that are necessary to provide sewer or water service to the Service Area. The BPW is also responsible for making recommendations to the Council regarding the City’s rates and charges for service and any issuance of debt. The Council is responsible for approving any adjustments to the rates and charges for service in the District and for any issuance of debt. In meeting their obligations under this Agreement, the BPW and Council shall have all rights, responsibilities, and powers specifically authorized to them, as well as any powers outlined in Indiana Code §13-26-1-1 *et seq.* By executing this Agreement, the District recognizes and assigns all rights, powers, and duties to the BPW and Council for the provision of sewer and water service to the Service Area.

Section 3.2 Reduced User Rates for District Customers and Low Interest Loans and Grants. After closing on the acquisition, the Parties contemplate that the monthly user rate for most of the customers within the District will be reduced in 2022 from \$121.75 to \$80.12 per month. The Parties anticipate the payment of the principal and interest on the Bonds will be made from revenues generated by ratepayers in the District.

Section 3.3 Exclusive Right to Serve. Consistent with Section 1.3 above, and to ensure that the City has sufficient revenues to meet its financial obligations to provide service in the most economically feasible manner, the Parties desire that the City be the exclusive provider within the Service Area.

Section 3.4 Schedule, Agenda, and Minutes for Meetings of the BOW and Council. The BPW and Council shall follow Indiana law with respect to holding public meetings, establishing agendas for such meetings, and maintaining minutes of the same.

**ARTICLE IV
BUDGET AND FINANCE MATTERS**

Section 4.1 Budget for Sewer and Water Service in the District’s Service Area. The BPW and Council shall be responsible for periodically reviewing the rates and charges for sewer and/or water service. Such review shall include an analysis of the costs of providing sewer and water service, as well as all wages, benefits and taxes, supplies, contingencies, professional fees, and all other costs of operating, maintaining, and acquiring equipment and facilities for the provision of sewer and/or water service to the Service Area.

Section 4.2 Delegation of Fiscal Authority. The BPW and Council will be responsible for administering the terms of this Agreement, including the collection of revenues and the payment of expenses related to sewer or water service in the Service Area.

Section 4.3 **Transition Period.** Immediately prior to and after execution of this Agreement, the Parties agree to cooperate to ensure that service is adequately provided during the transition to the City becoming the direct provider of services to the Service Area. The City recognizes, however, that the District will no longer have employees to assist in said transition.

ARTICLE V

OPERATION AND MAINTENANCE

Section 5.1 **Operation of Sewer and Water Facilities.** The City shall have sole and exclusive authority (and responsibility) to operate sewer and water facilities for the provision of sewer and water service to the public in compliance with all legal requirements and applicable agreements within the Service Area. The operation of the sewer and water systems (and provision of service) shall include, but not be limited to, the following:

(a) Providing or obtaining: (i) all personnel and associated wages, salaries, and benefits; (ii) all materials, including, but not limited to, fuel and vehicle expense, and other consumables; (iii) all necessary inventory to operate and properly maintain the sewer and water systems at the level required by this agreement and applicable laws, rules, and regulations; (iv) all necessary utilities; and (v) any other services or materials necessary to operate and maintain the sewer and water systems in accordance with all permits, all applicable legal requirements and any contractual obligations associated with the sewer and water systems and/or good business practices.

(b) Providing all personnel, materials, and services necessary to support the operation and maintenance of the sewer and water systems in the manner required by this Agreement including, but not limited to, the following functions: day-to-day management, administration, billing and collections, purchasing, reporting, janitorial, security, and upkeep of the building, grounds, and facilities of the sewer and water systems.

(c) Providing all personnel, materials, and services necessary to adequately maintain the sewer and water systems, including, but not limited to, structures, pump stations, equipment, mechanical, electrical, instrumentation, communication, and computer systems to assure efficiency, long-term reliability, and conservation of capital investment.

(d) Providing timely recording and reporting of the sewer and water systems' operating parameters, maintenance plans, and activities, as is otherwise necessary for management of the sewer and water systems.

(e) Preparing, in a timely manner, any oral or written report(s) required pursuant to all permits and legal requirements and submitting them to the appropriate governmental authorities.

(f) Monitoring and inspecting the sewer and water systems to determine needed capital improvements.

(g) Providing all personnel, materials, and services necessary to ensure compliance with the Agreement.

(h) Hiring of professional services, including, but not limited to, engineers, accountants, and attorneys to perform work that the City deems necessary for the provision of service to the Service Area.

(i) Any and all other powers granted to the City under Indiana law to provide sewer and water service within the Service Area.

Section 5.2 **District Liability.** Upon Closing, the City shall be responsible for all aspects of providing service to the District's customers and any liabilities arising therefrom.

Section 5.3 **District Costs.** The City recognizes that after the Closing the District will have no source of revenue, but the District will have nominal costs associated with remaining in existence. These costs include but are not limited to Ind. Code § 13-26-4-7, legal expenses, audits and other administrative costs. In addition, the City may request the District to take action from time to time related financing, grants, or other action outside the current service area. The City agrees to be responsible for all costs associated with the foregoing.

ARTICLE VI MISCELLANEOUS PROVISIONS

Section 6.1 **Application of Indiana Law.** This Agreement and the respective rights of the Parties shall be subject to Indiana law.

Section 6.2 **Severability Provision.** If any provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such provisions shall be severed from the remainder of this Agreement and the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

Section 6.3 **Effective Date.** This Agreement shall be approved upon the adoption by the BPW, Council, and the District of an appropriate ordinance or resolution approving this Agreement, as well as the approval and execution of this Agreement by each entity. After approval and execution, this Agreement shall be recorded with the Allen County Recorder on or before December 31, 2021, and the Effective Date of this Agreement shall be the date of recordation. Within sixty (60) days of the Effective Date, this Agreement shall be recorded with the Indiana State Board of Accounts for audit purposes as required by I.C. § 36-1-7-6.

Section 6.4 **Modification in Writing.** The Parties hereto may, from time to time, alter, change, or amend the terms and conditions of this Agreement by an amendment in writing making specific reference to the document as an amendment to this Agreement, approved and executed by each of the Parties hereto in the same manner as this Agreement. Any amendment or modification of this Agreement shall take effect immediately upon the approval of the last unit to approve such amendment or modification, or at such other time as is specifically designated in the amendment or modification.

Section 6.5 Execution and Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Section 6.6 Entire Agreement. This Agreement sets forth the entire Agreement between the Parties hereto, and fully supersedes any prior agreements or understandings between the Parties pertaining to the subject matter hereof.

Section 6.7 Authority of Parties. Each party and signatory hereto has the authority to enter into this Agreement and at all times has full authority to perform this Agreement. No further approval or consent by any other person or authority is required.

Section 6.8 Captions. The captions to this Agreement are substantive in nature and shall be considered in the interpretation of this Agreement.

Section 6.9 Notices. All notices, consents, and other communications (collectively, "Notices") shall be given to the City and District in writing to the addresses set forth below:

City: Fort Wayne City Utilities
200 E. Berry Street
Fort Wayne, IN 46802
Attn: Kumar Menon, Director of City Utilities

With Copy To: Bose McKinney & Evans LLP
111 Monument Circle, Ste. 2700
Indianapolis, IN 46204
Attn: J. Christopher Janak

District: Allen County Regional District
200 E. Berry St.
Fort Wayne, IN 46802

With Copy To: Carson LLP
301 W. Jefferson Blvd., Suite 200
Fort Wayne, IN 46802
Attn: Andrew Boxberger

Either party may change its address for Notices by given written notice to the other party in accordance with this provision.

Section 6.10 Incorporation of Recitals. The Recitals are hereby incorporated into this Agreement.

[Signature Pages Follow]

**CITY OF FORT WAYNE, INDIANA, BY
AND THROUGH ITS BOARD OF PUBLIC
WORKS**

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared Shan Gunawardena, Kumar Menon, and Chris Guerrero, by me known and by me known to be the members of the Board of Public Works for the City of Fort Wayne, Indiana, who acknowledged the execution of the foregoing "Interlocal Agreement".

Witness my hand and Notarial Seal as of this ____ day of _____, 2021.

My Commission Expires: _____
Notary Public

My County of Residence: _____
(Printed Signature)

**ALLEN COUNTY REGIONAL WATER
AND SEWER DISTRICT**

By: _____

Printed: _____

Its: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, by me known and by me known to be the _____ of the Allen County Regional Water and Sewer District, who acknowledged the execution of the foregoing "Interlocal Agreement".

Witness my hand and Notarial Seal as of this ____ day of _____, 2021.

My Commission Expires: _____

Notary Public

My County of Residence: _____

(Printed Signature)

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

J. Christopher Janak

This instrument was prepared by: J. Christopher Janak, Attorney at Law, Bose McKinney & Evans, LLP, 111 Monument Circle, Suite 2700, Indianapolis, Indiana 46204.

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APPENDIX T

Procedure for Transition of Grinder Pump Stations

GPS provide service to individual customers (“IGPS”) or are established to provide service to several/multiple customers (“MGPS”). There are currently approximately one thousand two hundred (1,200) homes in the Territory served by IGPS and there are approximately two hundred and fifty (250) additional MGPS that serve approximately five hundred (550) homes within the Territory.

- I. Initial Responsibility for GPS. At Closing, City Utilities will assume the ownership and responsibility of the operations and maintenance of all IGPS and MGPS and continue to provide the same level of service, repairs, and customer and technical support as provided by the District. City Utilities will have staff qualified, trained, and prepared to provide the service to IGPS and MGPS at or before Closing.

- II. Long-Term Responsibility for GPS. At or within 90 days following Closing, City Utilities will provide to all customers served by IGPS the information, operating manuals, troubleshooting guidelines, and other assistance regarding the best practices for operating and maintaining their GPS. In addition, City Utilities will retain the services of no less than two third-party firms that are pre-qualified in providing service to IGPS with standard costs for on-demand service calls, equipment repair, and replacements.

- III. Notification to Customers of Responsibility for IGPS. No sooner than 90 days following Closing, City Utilities will commence with notification to the IGPS homeowners of the transition of ownership and responsibility of the operations and maintenance and associated costs of all IGPS to the respective homeowners with the following allocations:
 - a. The continued access to service calls, repairs, and replacements from City Utilities staff and/or pre-qualified City Utilities service providers if the homeowner elects to use these services.

 - b. City Utilities will provide one float/sensor replacement, one pump replacement, and one GPS discharge line check-valve replacement (1 of each) at no direct cost to the homeowner if the work is done by City Utilities or one of City Utilities' prequalified service providers

 - c. The ability to purchase new grinder pumps in the future (after first replacement has been provided) from City Utilities and finance the cost of the grinder replacement through City Utilities.

- IV. Upgrade or Conversion of GPS. At or before Closing, City Utilities will initiate and commence a long-term effort to consider the conversion of all MGPS into IGPS and upgrade any remaining MGPS to traditional City Utilities-maintained sewage lift stations (“Lift Stations”). Any resulting IGPS will then be addressed by City Utilities as described in Section 5.6(c) above. Any resulting Lift Stations will remain the direct responsibility of City Utilities.

- V. Conversion Efforts. City Utilities will continue this effort until all customers served by GPS have their own IGPS or are served by Lift Stations and there is no such cost of GPS within the revenue requirement of or cost to City Utilities and its overall group of customers.

APPENDIX U

Schedule of Class II Customers and Expected Refunds

APPENDIX U
SCHEDULE OF CLASS II CUSTOMERS AND EXPECTED REFUNDS

Name	Address	Service Area	Refund at Closing
ANDREW GERBERS	[REDACTED]	BLUFFTON - PP	[REDACTED]
BETTY FLATT	1614 BROOKMAN	BLUFFTON - PP	[REDACTED]
CATRINA MAY	1604 BROOKMAN	BLUFFTON - PP	[REDACTED]
DENNIS RORICK	1093 [REDACTED]	BOSTICK CLASS II	[REDACTED]
RANDY FURROW	[REDACTED]	BOSTICK CLASS II	[REDACTED]
JENNIFER COOPER	126 WILDAVE	DUNKELBERG/BLUFFTON/VILLA	[REDACTED]
KIMBERLY WELCH	1125 DUNKELBERG	DUNKELBERG/BLUFFTON/VILLA	[REDACTED]
PEARL KRUSE	[REDACTED]	DUNKELBERG/BLUFFTON/VILLA	[REDACTED]
STEPHEN KRUCKEBERG	[REDACTED]	GEORGIAN PARK CLASS II	[REDACTED]
JAMES DUEHMIG	111 KROEMER	KROEMER - BASS (GRAVITY PP)	[REDACTED]
MICHAEL SCHWARTE	107 KROEMER	KROEMER - BASS (PRESSURE O&M)	[REDACTED]
BETH BUCKLER	102 BASS	LEESBURG - BEINEKE PP	[REDACTED]
CURTIS SHERMAN	922 LEESBURG	LEESBURG - BEINEKE PP	[REDACTED]
DANIEL KOVACS	126 VERMONT	LEESBURG - BEINEKE PP	[REDACTED]
JOHN GOOD	905 BEINEKE	LEESBURG - BEINEKE PP	[REDACTED]
LEONARD BURNS	[REDACTED]	LEESBURG - BEINEKE PP	[REDACTED]
ADALET SAMARDZIC	1255 [REDACTED]	MULDOON CLASS II	[REDACTED]
ANDREW GICK	[REDACTED]	MULDOON CLASS II	[REDACTED]
AURIEL BURTON	[REDACTED]	MULDOON CLASS II	[REDACTED]
BRANDON STEFFEN	[REDACTED]	MULDOON CLASS II	[REDACTED]
CAROL NAGEL	[REDACTED]	MULDOON CLASS II	[REDACTED]
DARIN HOOVER	9525 MULDOON	MULDOON CLASS II	[REDACTED]
DAVID FERGUSON	8143 MULDOON	MULDOON CLASS II	[REDACTED]
EDWARD HERBER	8034 MULDOON	MULDOON CLASS II	[REDACTED]
JACKIE BYRD	605 STEPHANS	MULDOON CLASS II	[REDACTED]
JAMES BURKHART	474 MULDOON	MULDOON CLASS II	[REDACTED]
JAMES HERBER	2205 MULDOON	MULDOON CLASS II	[REDACTED]
JAMES SMITH	2231 MULDOON	MULDOON CLASS II	[REDACTED]
JERRY BUCHAN	[REDACTED]	MULDOON CLASS II	[REDACTED]
JOHN MCCRORY	[REDACTED]	MULDOON CLASS II	[REDACTED]
JOHN STEINER	[REDACTED]	MULDOON CLASS II	[REDACTED]
KARA TULLIS	[REDACTED]	MULDOON CLASS II	[REDACTED]
KEITH BROWN	[REDACTED]	MULDOON CLASS II	[REDACTED]
LARRY LAHR	[REDACTED]	MULDOON CLASS II	[REDACTED]
OTTO THULLNER	[REDACTED]	MULDOON CLASS II	[REDACTED]
RICHARD RAUNER	[REDACTED]	MULDOON CLASS II	[REDACTED]
TIMOTHY SCHRADER	[REDACTED]	MULDOON CLASS II	[REDACTED]
DAVID DEVENTER	[REDACTED]	NORTH WOODLAND PP	[REDACTED]
DOUGLAS COUCH	[REDACTED]	NORTH WOODLAND PP	[REDACTED]
LORI GRINDSTAFF	[REDACTED]	NORTH WOODLAND PP	[REDACTED]
TEGAN FERGUSON	[REDACTED]	NORTH WOODLAND PP	[REDACTED]
WILLIAM STEPHENSON	[REDACTED]	NORTH WOODLAND PP	[REDACTED]
BEN HARTMAN	[REDACTED]	PLATTER PARKWAY CLASS II	[REDACTED]
CHARLES MCDANIEL	[REDACTED]	PLATTER PARKWAY CLASS II	[REDACTED]
CHARLES MOUGHLER	[REDACTED]	PLATTER PARKWAY CLASS II	[REDACTED]
DARREN HERSCHBERG	[REDACTED]	PLATTER PARKWAY CLASS II	[REDACTED]
DENNIS NESTLEROAD	[REDACTED]	PLATTER PARKWAY CLASS II	[REDACTED]
EDMUND KOS	[REDACTED]	PLATTER PARKWAY CLASS II	[REDACTED]
JACOB SPIETH	[REDACTED]	PLATTER PARKWAY CLASS II	[REDACTED]
JAMES SCHMIDT	[REDACTED]	PLATTER PARKWAY CLASS II	[REDACTED]
JOHN KUMFER	[REDACTED]	PLATTER PARKWAY CLASS II	[REDACTED]
LARRY LAHRMAN	[REDACTED]	PLATTER PARKWAY CLASS II	[REDACTED]
LISA JORDAN	[REDACTED]	PLATTER PARKWAY CLASS II	[REDACTED]
MARK JORDAN	6834 PLATTER	PLATTER PARKWAY CLASS II	[REDACTED]
MICHAEL BARLOW	602 N WEBSTER	PLATTER PARKWAY CLASS II	[REDACTED]
PAMELA LOTHAMER	[REDACTED]	PLATTER PARKWAY CLASS II	[REDACTED]
SETH WATTS	[REDACTED]	PLATTER PARKWAY CLASS II	[REDACTED]
STEVEN MILLER	[REDACTED]	PLATTER PARKWAY CLASS II	[REDACTED]
ALLISON HILYARD	[REDACTED]	RIDGEWAY PP	[REDACTED]
ANN THOMAS	[REDACTED]	RIDGEWAY PP	[REDACTED]
ARTHUR DIBBLE	[REDACTED]	RIDGEWAY PP	[REDACTED]
ASHLEY HARRISON	[REDACTED]	RIDGEWAY PP	[REDACTED]
BENJAMIN DAVIS	[REDACTED]	RIDGEWAY PP	[REDACTED]
CYNTHIA SMALL	[REDACTED]	RIDGEWAY PP	[REDACTED]
DEBRA SORG	617 WHITNEY	RIDGEWAY PP	[REDACTED]
EVELYN VANMETER	105 ANOKA	RIDGEWAY PP	[REDACTED]
JAMES GALUOPPO	[REDACTED]	RIDGEWAY PP	[REDACTED]

APPENDIX U
SCHEDULE OF CLASS II CUSTOMERS AND EXPECTED REFUNDS

Name	Address	Service Area	Refund at Closing
JEANIE HUNTER	[REDACTED]	RIDGEWAY PP	[REDACTED]
JEFFREY BOYER	[REDACTED]	RIDGEWAY PP	[REDACTED]
JERRY HOLLOWAY	[REDACTED]	RIDGEWAY PP	[REDACTED]
KENYELL JACKSON	[REDACTED]	RIDGEWAY PP	[REDACTED]
MARK DAVIS	[REDACTED]	RIDGEWAY PP	[REDACTED]
MICHAEL BLAIR	[REDACTED]	RIDGEWAY PP	[REDACTED]
MICHAEL BRINKMAN	[REDACTED]	RIDGEWAY PP	[REDACTED]
MICHAEL WALLACE	[REDACTED]	RIDGEWAY PP	[REDACTED]
MINDI ROBERSON	[REDACTED]	RIDGEWAY PP	[REDACTED]
RONALD DAVIES	[REDACTED]	RIDGEWAY PP	[REDACTED]
SHAYNE SPROUL	[REDACTED]	RIDGEWAY PP	[REDACTED]
STUART BLACK	[REDACTED]	RIDGEWAY PP	[REDACTED]
TERA HUBLEY	[REDACTED]	RIDGEWAY PP	[REDACTED]
THOMAS FRANE	[REDACTED]	RIDGEWAY PP	[REDACTED]
TYLER CAMPBELL	[REDACTED]	RIDGEWAY PP	[REDACTED]
HAL WILLIAMS	[REDACTED]	THIELE (GRAVITY PP)	[REDACTED]
RUSTY KNICKREHM	[REDACTED]	THIELE (GRAVITY PP)	[REDACTED]
DAVID SMITH	[REDACTED]	US 27 MONROEVILLE CLASS II	[REDACTED]
JERRY BARKLEY	[REDACTED]	US 27 MONROEVILLE CLASS II	[REDACTED]
JOHNNIE WHITESIDE	[REDACTED]	US 27 MONROEVILLE CLASS II	[REDACTED]
MARY HAMBROCK	[REDACTED]	US 27 MONROEVILLE CLASS II	[REDACTED]
LARRY SATTERTHWAITE	[REDACTED]	WAYNE TRACE/TILLMAN/TRENTMAN CLASS II	[REDACTED]
CARRIE JONES	[REDACTED]	WAYNE TRACE/TILLMAN/TRENTMAN CLASS II	[REDACTED]
CHRISTOPHER CLONTZ	[REDACTED]	WAYNE TRACE/TILLMAN/TRENTMAN CLASS II	[REDACTED]
DEMETRIA ANDERSON	[REDACTED]	WAYNE TRACE/TILLMAN/TRENTMAN CLASS II	[REDACTED]
DEREK LORENZEA	[REDACTED]	WAYNE TRACE/TILLMAN/TRENTMAN CLASS II	[REDACTED]
JERRY BRIDGES	[REDACTED]	WAYNE TRACE/TILLMAN/TRENTMAN CLASS II	[REDACTED]
JOSEPH NES-IADICOLA	[REDACTED]	WAYNE TRACE/TILLMAN/TRENTMAN CLASS II	[REDACTED]
LARRY REDMON	[REDACTED]	WAYNE TRACE/TILLMAN/TRENTMAN CLASS II	[REDACTED]
MATTHEW ZOLLINGER	[REDACTED]	WAYNE TRACE/TILLMAN/TRENTMAN CLASS II	[REDACTED]
STEVEN CROSBY	[REDACTED]	WAYNE TRACE/TILLMAN/TRENTMAN CLASS II	[REDACTED]
WENDELL DAVENPORT	[REDACTED]	WAYNE TRACE/TILLMAN/TRENTMAN CLASS II	[REDACTED]
WILLIAM DIBBLE	[REDACTED]	WAYNE TRACE/TILLMAN/TRENTMAN CLASS II	[REDACTED]
CHERYL FIERRO	[REDACTED]	WINCHESTER ROAD - DODANE CLASS II	[REDACTED]
CLIFTON SHEPPERD	[REDACTED]	WINCHESTER ROAD - DODANE CLASS II	[REDACTED]
CLINT BUZZARD	[REDACTED]	WINCHESTER ROAD - DODANE CLASS II	[REDACTED]
JERRY HOOBLER	[REDACTED]	WINCHESTER ROAD - DODANE CLASS II	[REDACTED]
KATHRYN MCNEIL	[REDACTED]	WINCHESTER ROAD - DODANE CLASS II	[REDACTED]
MARY NEUHAUS	[REDACTED]	WINCHESTER ROAD - DODANE CLASS II	[REDACTED]
NORA HURST	[REDACTED]	WINCHESTER ROAD - DODANE CLASS II	[REDACTED]
PAUL BERMES	[REDACTED]	WINCHESTER ROAD - DODANE CLASS II	[REDACTED]
TAMARA HOSTETLER	[REDACTED]	WINCHESTER ROAD - DODANE CLASS II	[REDACTED]

APPENDIX V

Schedule of Known Material Issues with District Sewage System

There is an issue with plastic check valves associated with grinder pump stations. The City is aware and already been involved in repairs.

Interoffice Memo

Date: **October 22, 2021**

To: Common Council Members

From: Justin Brugger, Chief Financial Officer—City Utilities

RE: Acquisition of Real and Personal Property from the Allen County Regional Water & Sewer District

Fort Wayne City Utilities (“City Utilities”) seeks Common Council’s approval of a Utility System Asset Acquisition Agreement between the City of Fort Wayne and the Allen County Regional Water & Sewer District (the “District”) and a related Interlocal Agreement authorizing City Utilities to provide utility services within the District’s territory. Under the proposed transaction, City Utilities will acquire all of the District’s real and personal property, and the District’s debt will be retired. If the transaction is approved, the District’s customers will become direct customers of City Utilities effective January 1, 2022 and most of them will experience a reduction in their sewer bill of approximately \$50.00 per month. The transaction will create efficiencies by giving developers, businesses, and families a single provider for all their water/wastewater needs. It will also create economies of scale that help reduce long-term operating costs per customer.

To finance the transaction, City Utilities intends to issue sewage works revenue bonds. The bond issuance will have no impact on existing customer rates.

Implications of not being approved: If the transaction is not approved, the District’s customers will not become direct customers of City Utilities and will not experience the \$50.00 monthly savings on their sewer bill. Non-approval will also hamper City Utilities’ efforts to facilitate economic development in the area through the provision of high-quality regional utility services.

If Prior Approval is being Requested, Justify: N/A

Council Introduction Date: October 26, 2021

**UTILITY SYSTEM
ASSET ACQUISITION AGREEMENT**

By and Between

THE CITY OF FORT WAYNE, INDIANA, AS BUYER,

and

**THE ALLEN COUNTY REGIONAL WATER & SEWER DISTRICT,
AS SELLER**

Dated

November 23, 2021

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**UTILITY SYSTEM
ASSET ACQUISITION AGREEMENT**

THIS UTILITY SYSTEM ASSET ACQUISITION AGREEMENT, is made and entered into as of this 23rd day of November, 2021, by and between the City of Fort Wayne, Indiana (the “**City**”), and the Allen County Regional Water & Sewer District (the “**District**”) (each a “**Party**” and, collectively, the “**Parties**”).

RECITALS:

A. The City and District are separate governmental entities and political subdivisions of the State of Indiana located in Allen County, Indiana;

B. As an Indiana municipality, the City, by and through its municipal utilities (i.e. City Utilities), is authorized under Ind. Code §§ 36-9-23 to provide sewer service inside and outside of its municipal boundaries;

C. The District is a regional water and sewer district governed by Ind. Code § 13-26 et seq. that was established for the purpose of providing sanitary sewage service in a service territory (“**Territory**”) delineated in the 1979 Order of the Indiana Stream Pollution Control Board in Cause No. B-422 as amended from time to time (“**Formation Order**”)

D. The District owns a sewage collection and distribution system (the “**District Sewage System**”) that is used for transporting sewage for treatment from the customers in the Territory to the wastewater facilities owned by the City, as well as to the facilities owned and operated by Cities of Woodburn and New Haven, Indiana;

E. The District now desires to transfer to the City all its assets, property, and other rights for the provision of sewer service in the Territory (collectively, the Purchased Assets as defined below) on the terms and subject to the conditions set forth in this Agreement;

F. At Closing, the City will own and merge into its existing system all of the Purchased Assets, and the City will, in turn, manage, operate, maintain, and use the Purchased Assets to be the exclusive provider of sanitary sewer service in the Territory; and

G. On the Closing Date, the Parties anticipate the following: (i) the District will use its available funds, after payment of all costs and obligations not being assumed by the City, including by not limited to costs associated with the Contemplated Transaction by this Agreement and final payment of any and all obligations and wages due to the District’s employees (“**Excluded Liabilities**”), to assist in reducing the amount necessary to defease or "pay off" its outstanding indebtedness (“**District Bonds**”); (ii) the City will issue new sewage revenue bonds (“**City Bonds**”) in an amount sufficient that (along with the District Bonds) will completely pay off all of the District Bonds (after the offset for the available District funds); and (iii) the City will assume any and all liabilities of the District, including the obligation to serve all customers within the Territory.

H. After closing, the bulk of the District's customers will receive an overall reduction in their monthly user fees from approximately \$118.00 per month to \$80.12 per month.

I. The Parties believe that this agreement is in the best interest of the District, the customers within the Territory, and the City.

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations, and agreements contained herein, the receipt and sufficiency of which are agreed to and acknowledged by the Parties, the Parties agree as follows:

ARTICLE I

DEFINITIONS AND CONSTRUCTION

SECTION 1.1 DEFINITIONS. As used in this Agreement, the terms outlined in this Section shall have the following meanings:

“Acquired Contracts” means those contracts, commitments, agreements, leases, and/or supply or service agreements to which the District is a party as listed on **Appendix I** attached hereto and incorporated herein.

“Agreement” means this Utility System Asset Acquisition Agreement, including any amendments and supplements hereto executed and delivered in accordance with the terms hereof.

“Appendices” means **Appendices A** through **U** attached to and made a part of this Agreement.

“Assumed Liabilities” means all debts, liabilities, obligations, and other financial or service obligations of District to be assumed by the City on the Closing Date either, including, but not limited to, those items set forth on **Appendix N** or otherwise identified in this Agreement as being assumed by the City.

“Board” means the Board of Public Works of the City of Fort Wayne, Indiana.

“City Utilities” means Fort Wayne City Utilities.

“Closing” means the closing of the transaction contemplated by this Agreement at which the Purchase Price (as defined herein) is paid by the City and all of the Closing Documents are executed by the Parties.

“Closing Documents” means the documents identified in Section 6.2(B) of this Agreement.

“Closing Date” has the meaning set forth in Section 6.1 of this Agreement.

“Common Council” means the Common Council of the City of Fort Wayne, Indiana.

“Contemplated Transaction” means: the (i) acquisition by the City of all the District’s sanitary sewer assets (i.e. **“Purchased Assets”**, as defined herein); (ii) the assumption of all the District’s Assumed Liabilities; and (iii) the provision of service to the District’s customers at a lower monthly user rate.

“Easements” means all rights, privileges, easements, licenses, prescriptive rights, rights-of ways, and rights to use public and private roads, highways, streets, railroads, and other areas owned or used by District in connection with the construction, reconstruction, installation, expansion, maintenance, and operation of the Purchased Assets (as defined below).

“Environmental Law” includes all federal, state, and local environmental laws and regulations, including, without limitation: (1) the United States Clean Water Act (also known as the United States Federal Water Pollution Control Act), 33 U.S.C. §§ 1251 et seq.; (2) the United States Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; (3) the United States Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq. (also known as Superfund); (4) the United States Superfund Amendment and Reauthorization Act of 1986, Public Law 99-499, 100 Stat., 1613; (5) the United States Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; (6) the United States Safe Drinking Water Act, 42 U.S.C. § 300j-8; (7) Title 13 of the Indiana Code; and (8) regulations related thereto. Any reference to legislative act or regulation shall be deemed to include all amendments thereto and all regulations, orders, decrees, judgments, or notices issued thereunder.

“Excluded Assets” means those assets, properties, and rights, both tangible and intangible, real and personal, of the District described in Section 3.2(C) and **Appendix L** hereto, which such Excluded Assets shall not be sold, conveyed, or transferred to the City pursuant to this Agreement.

“Permitted Exceptions” means those exceptions described in **Appendix M** hereto.

“Real Property” means the real property relating to the Purchased Assets, which is owned by the District and is to be conveyed to the City pursuant to this Agreement.

“Tax” means any income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, property, environmental, windfall profit, customs, vehicle, airplane, boat, vessel, or other title or registration, capital stock, franchise, employees' income withholding, foreign or domestic withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, value added, alternative, add-on minimum, and other tax, fee, assessment, levy, tariff, charge, or duty of any kind whatsoever and any interest, penalty, addition, or additional amount thereof imposed, assessed, or collected by or under the authority of any governmental body or payable under any tax-sharing agreement or any other contract.

SECTION 1.2 CONSTRUCTION AND INTERPRETATION.

A. Singular and Plural. Words that indicate a singular number shall include the plural in each case and vice versa, and words that indicate a person shall include legal entities, firms, and corporations.

B. Meaning of Certain Terms. The terms “herein,” “hereunder,” “hereby,” “hereof,”

and any similar terms, shall refer to this Agreement; the term “heretofore” shall mean before the date of execution of this Agreement; and the term “hereafter” shall mean on or after the date of execution of this Agreement.

C. Gender. Words that reference only one gender shall include all genders.

D. Construction of Agreement. This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the Parties hereto.

SECTION 1.3 INCORPORATION. The Appendices and Exhibits hereto and each of the documents referred to therein are incorporated and made a part hereof in their entirety by reference.

SECTION 1.4 SECTION HEADINGS. Any headings preceding the texts of the Articles, Sections, Appendices, or Exhibits in or to this Agreement shall be incorporated herein and shall be used to interpret the intent of this Agreement.

ARTICLE II

REPRESENTATIONS OF PARTIES

SECTION 2.1 REPRESENTATIONS OF THE CITY. The City makes the following representations and warranties to the District:

A. Authorization. The City has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution, delivery, and performance of this Agreement have been duly authorized by all necessary action on the part of the City and no other proceedings on the part of the City are necessary to authorize this Agreement or the consummation of the Contemplated Transaction. This Agreement has been duly and validly executed and delivered by the City and constitutes a valid and binding obligation of the City, enforceable in accordance with its terms.

B. No Conflict. Neither the execution and delivery of this Agreement by the City, nor the consummation of the Contemplated Transaction by the City will be in violation of, or conflict with, any City ordinance, resolution, or other internal documents.

C. No Brokers or Finders. The City has not employed any broker or finder or incurred any liability for any brokerage or finder’s fees or commissions or similar payments in connection with this Agreement or the Contemplated Transaction.

SECTION 2.2 REPRESENTATIONS OF THE DISTRICT. The District makes the following representations and warranties to the City:

A. Organization; Authorization. The District was formed and operates and exists pursuant to the Formation Order; is authorized to do business in such jurisdiction; and has all requisite corporate power and authority to enter into the Contemplated Transaction.

B. No Default; Binding Obligation. Except as disclosed in **Appendix F**, the District, to the best of its knowledge, is not in default under any provisions of the laws of the State of Indiana material to the performance of its obligations under this Agreement. The execution, delivery, and performance of this Agreement, and the consummation by the District of the Contemplated Transaction, have been duly authorized by all necessary board action on the part of the District. Assuming the due authorization, execution, and delivery by the City, this Agreement will be valid and enforceable against the District in accordance with its terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, reorganization, or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion of a court of competent jurisdiction in accordance with the general principles of equity.

C. No Litigation or Administrative Proceedings. Except as disclosed in **Appendix F**, there are no current actions, suits or proceedings at law or in equity pending or, to the District's knowledge, threatened against the District before any federal, state, municipal, or other court, administrative or governmental agency or instrumentality, domestic or foreign, which would affect the Purchased Assets or the District's right and ability to make and perform this Agreement; nor is the District aware of any facts which to its knowledge are likely to result in any such action, suit, or proceeding. The District is not materially in default with respect to any permit, order, or decree of any court or of any administrative or governmental agency or instrumentality affecting any of the Purchased Assets. The District agrees and covenants that it shall have a continuing duty to disclose to the City up to and including the Closing the existence and nature of all pending or threatened judicial or administrative suits, actions, proceedings, and orders which in any way materially relate to the construction, operation, or maintenance of the District Sewage System or the Purchased Assets.

D. No Brokers or Finders. The District has not dealt with any broker, salesman, or finder in connection with the transactions contemplated by this Agreement, and no sales commissions or finder's fees are due or payable as a result hereof.

E. Ownership of Purchased Assets. The District is the sole owner of the District Sewage System and the Purchased Assets.

F. Appendices. The District has delivered to the City the following Appendices, subject to any qualifications stated in the Appendices:

1. **Appendix A** is a schedule providing recording references to the recorded documents evidencing the District's ownership interest in each parcel of Real Property to be conveyed to the City.
2. **Appendix B** is the form of the Assignment and Assumption of Easements which is intended to assign all the District's easements to the City as of the Closing.
3. **Appendix C** contains a list of the material assets of the District comprising the District's utility facilities to be conveyed to the City.

4. **Appendix D** is a schedule of material construction work in progress with respect to the Purchased Assets.
5. **Appendix E** is a schedule of all current or active federal permits or applications from or filed with the Indiana Department of Nature Resources (“IDNR”), the Indiana Department of Environmental Management (“IDEM”), or any other local, state, or federal agency, together with effective dates and any expiration dates, which authorize the operation of the Purchased Assets by all such applicable governmental authorities and which schedule designates which, if any, of these permits are not transferable.
6. **Appendix F** is a schedule of litigation and material regulatory non-compliance issues affecting the Purchased Assets, which issues are known to the District and which may include notices of violation, inspection, or enforcement actions and specifically identifying the non-compliance issues identified by the regulatory authority.
7. **Appendix G** is an inventory of the material, equipment, tools, parts, laboratory equipment, computer equipment, and other personal property, other than the Excluded Assets, used by the District in connection with the operation of the District Sewage System to be conveyed to the City.
8. **Appendix H** is a schedule of all operating and vendor contracts affecting the District Sewage System and which are to be assumed by the City.
9. **Appendix I** is a schedule of all Acquired or Assumed Contracts that will be transferred to the City under the terms of this Agreement.
10. **Appendix J** is the current District Ordinance setting forth the existing schedule of rates, fees, and charges that the District is authorized to impose.
11. **Appendix K** is a schedule of notices received by the District regarding environmental or operational non-compliance with respect to the District Sewage System in the last five (5) years.
12. **Appendix L** is a schedule of Excluded Assets.
13. **Appendix M** is the list of Permitted Exceptions.
14. **Appendix N** is a list of those debts, liabilities, obligations, and other financial or service obligations of District to be assumed by the City on the Closing Date but not otherwise listed in this Agreement as being assumed by the City.
15. **Appendix O** is a schedule of sanitary sewer boundaries.

16. **Appendix P** is a Limited Special Warranty Deed for the conveyance of all Real Property set forth in **Appendix A**.
17. **Appendix Q** is a form of Petition to Indiana Department of Environmental Management.
18. **Appendix R** is a schedule of District Individual Septic Systems
19. **Appendix S** is the form of Interlocal Agreement.
20. **Appendix T** is the City's Policy for Grinder Pump Stations which will be in effect after Closing.
21. **Appendix U** is a Schedule of Class II Customers and their Expected Refunds.
22. **Appendix V** is a schedule of known material issues with the District Sewage System.

G. Compliance with Law. To its knowledge, the District is not in violation of any governmental law, rule, regulation, permitting condition, or other governmental requirement of any type or nature which violation would have a material adverse effect on the District Sewage System or the Purchased Assets.

H. Environmental Matters. To the knowledge of District, (1) there are no hazardous substances (as that term is defined in the Environmental Laws) located upon or beneath the Real Property to be conveyed to the City at concentrations that could reasonably be expected to result in the owner or operator of such Real Property being required to remediate such hazardous substances under Environmental Laws, and (2) except as set forth in **Appendix K**, the District is in material compliance with all applicable Environmental Laws relating to the District Sewage System. Except as set forth in **Appendix K**, the District has not received any written notice from any governmental authority finding material non-compliance with applicable Environmental Laws relating to the District Sewage System.

I. Condition of Assets. The management, officers, and directors of the District have no knowledge of material facts or issues, other than normal wear and tear normally occurring in like systems, adversely affecting the physical condition of the District Sewage System or the Purchased Assets which are not readily observable or which have not been disclosed in Appendix V. The City agrees, however, that it will take ownership of and title to all Purchased Assets in "as is" condition at Closing.

J. Necessary Easements and Land Rights. The District hereby represents and warrants that it has, to the best of its knowledge, and the City will have, all easements, rights of way, and land rights necessary for the operation, maintenance, and replacement of the Purchased Assets. The District further represents and warrants that all of its current facilities are, to the best of its knowledge, located within the Easements or upon property that the District owns and will be transferring to the City as part of this transaction.

ARTICLE III

PURCHASE AND SALE OF ASSETS

SECTION 3.1 PURCHASE AND SALE COVENANT. At the Closing, the City shall purchase, and the District shall sell and convey to the City, the Purchased Assets upon the terms and subject to the conditions set forth in this Agreement. At the Closing, the City shall assume responsibility for the performance and satisfaction of the District's obligations with respect to the Purchased Assets which constitute Assumed Liabilities in accordance with this Agreement. Notwithstanding anything contained in this Agreement to the contrary, in no event shall the City assume responsibility for the Excluded Liabilities.

SECTION 3.2 PURCHASED ASSETS.

A. District Assets Needed or Necessary for Service. The assets of the District to be purchased by the City hereunder (the "**Purchased Assets**") shall consist of any and all assets, business properties, and rights (both tangible and intangible) of the District and that the District owns, possesses, and are necessary to own, operate, replace, expand, and/or maintain the District Sewage System, including, but not limited to, the following:

1. All fee simple Real Property with respect to the District Sewage System as described in **Appendix A** hereof;
2. All Easements and land rights that the District owns or holds;
3. All collection and transmission system piping, pumping, and effluent and disposal facilities of every kind and description whatsoever including, without limitation, all trade fixtures, leasehold improvements, lift stations, pumps, generators, controls, tanks, distribution, collection, or transmission pipes or facilities, valves, service connections, and all other physical facilities, appurtenances and property installations used in the operation of the District Sewage System including but not limited to those items described in **Appendix C**, together with an assignment of all existing and assignable third-party warranties and ownership documents that relate to completed or in progress construction as more particularly described in **Appendix D**;
4. All as-built surveys and water plans, plats, engineering, and other drawings, designs, blueprints, plans and specifications, maintenance and operating manuals, engineering reports, calculations, computer studies, non-corporate accounting, and non-corporate business records and all other information relating to the District Sewage System in the District's possession;
5. To the extent that they may be lawfully transferred, all necessary regulatory approvals subject to all conditions, limitations, or restrictions contained therein; all existing permits and other governmental authorizations and approvals of any kind necessary to construct, operate, expand, and maintain the Purchased Assets

according to all governmental requirements, as more specifically described in **Appendix E** to this Agreement;

6. The following records in paper and electronic form, as available: (i) all information required by applicable law to be maintained related to the Purchased Assets; (ii) all information provided to the City through the due diligence process; (iii) engineering project files; (iv) electronic map files; (v) plans for engineering projects; (vi) environmental files; (vii) developer files; (viii) daily operations logs; (ix) operations files; (x) any consents or administrative orders; (xi) service and warranty records; (xii) equipment logs and operating guides and manuals; (xiii) database of customer accounts and customer records; (xiv) updated fixed asset list; and (xv) copies of the general ledger;
7. All claims of the District against third parties, whether choate or inchoate, known or unknown, contingent or non-contingent, relating to: (a) the Purchased Assets; and (b) a tacking of time periods for any prescriptive easement or adverse possession claim;
8. All of the Assumed Contracts relating to the Purchased Assets listed in **Appendix I**.
9. After payment of all Excluded Liabilities, all deposits, cash on hand and in accounts, certificates of deposit, debt service reserve accounts for the District Bonds, any funds set aside to make principal and interest payments on such bonds, and any other cash equivalents; and
10. All accounts receivable, tap and inspection fees, connection charges, and any other fees which are due and payable to the District.

B. No Encumbrances on Purchased Assets. The Purchased Assets shall be conveyed by the District to the City free and clear of all liens or encumbrances, subject to the Permitted Exceptions listed in **Appendix M**.

C. Exclusion of Certain Assets. The Purchased Assets do not and shall not include the Excluded Assets, if any as set forth in **Appendix L** to this Agreement.

D. Exclusion of Certain Liabilities. The City assumes any and all debts, liabilities, obligations, or other financial or service obligations of the District except for the Excluded Liabilities or except as may be otherwise provided hereunder or as may be otherwise provided in writing.

SECTION 3.3 PURCHASE PRICE. As initially noted in recital G, the Contemplated Transaction is generally designed so that the City will use the remainder of the District's available funds (and/or proceeds from the disposal of any Purchased Assets) on hand and the proceeds from the City Bonds to defease or pay off all of the District Bonds. For purposes of this Agreement, the purchase price ("**Purchase Price**") for the Purchased Assets shall be the

principal amount of, and any accrued interest on, the District Bonds after application of the available District funds. Based on a report from the District's financial advisor, the estimated outstanding principal balance on the District Bonds as of closing is \$12,756,000.00; the estimated accrued interest through Closing is \$117,092.98; and the amount of available District funds to apply against such outstanding balance will be approximately \$2,500,000.00. Accordingly, the Purchase Price will be approximately \$10,373,092.98. These amounts will later be "trued-up" as of the Closing Date and agreed upon by the Parties.

SECTION 3.4 CITY BONDS AND USE OF DISTRICT FUNDS. The City shall use the available District funds and issue revenue bonds (i.e. the City Bonds) in an amount sufficient to defease the District Bonds so that the District can, in turn, transfer the Purchased Assets free and clear of all liens and encumbrances and without any other debt. In an effort to achieve the lowest possible rate for the District's customers, the City will pursue a low interest loan and grant from the Indiana Finance Authority.

ARTICLE IV

CONDITIONS PRECEDENT TO CLOSING ON THE PURCHASED ASSETS

SECTION 4.1 PROVISION OF INFORMATION BY DISTRICT.

A. Information in Appendices. The District shall have gathered, and delivered to the City, the information described and to be encompassed by **Appendices A** through **U** hereof, which are more particularly described in Section 2.2 hereof.

B. Plans and Specifications. The District shall have made any plans or specifications for the Purchased Assets and other information related to the operation of the Purchased Assets that is available to the District available to the City, or its representatives (including City Utilities), for inspection during normal business hours and upon reasonable advance notice from the City.

A. Approval by any Regulatory Agencies. To the extent required, approval of this Agreement and the transfer of permits, licenses, or other approvals to the City so that the District is permitted to proceed with the Contemplated Transaction.

C. Interlocal Agreement. Mutual execution by the District and the City of the Interlocal Agreement, as hereinafter defined.

D. Termination of Certain Agreements. All service agreements between the Parties will effectively be terminated at closing without any further action of the Parties.

E. Representations, Warranties, and Agreements. (i) The representations and warranties of the City set forth in this Agreement shall have been true and correct when made and shall be true and correct in all material respects as of the Closing Date as though made at such time; and (ii) the City shall have performed and complied in all material respects with the obligations contained in this Agreement at or prior to the Closing;

SECTION 4.2 CONDITIONS PRECEDENT OF THE CITY. The obligation of the City to consummate the Contemplated Transaction is subject to satisfaction of the following conditions, unless waived by the City in writing:

B. Inspection. The completion of any inspections, reviews, audits, testing, and any other financial, legal, regulatory, and similar due diligence, in the City's sole discretion, on or before December 10, 2021;

C. Condition of Purchased Assets. The Purchased Assets shall be in a condition satisfactory to the City, in its sole discretion, after the completion of any appropriate inspections, reviews, and audits;

D. Financing. The City shall have obtained financing from the Indiana Finance Authority that is acceptable to the City, in its sole discretion, to enable it to pay the Purchase Price and assist it in performing its other obligations under this Agreement;

E. Approval by any Regulatory Agencies. To the extent required, approval of this Agreement and the transfer of permits, licenses, or other approvals to the City so that it can operate the Purchased Assets.

F. Assignment of Existing Service Agreements. The City shall obtain assignments of the District's agreements with the City of Woodburn, Indiana ("Woodburn"), City of New Haven, Indiana ("New Haven"), and Aqua Indiana, Inc. ("Aqua") (and all other agreements listed on Exhibit I). The District shall use commercially reasonable efforts to obtain the foregoing assignments; provided, however, the failure to secure any such assignments shall not be a breach of this Agreement by the District.

G. Termination of Certain Agreements. All service agreements between the Parties will effectively be terminated at closing without any further action of the Parties.

H. No Loss or Destruction. The Purchased Assets shall not either individually or in the aggregate have suffered any material loss, damage, destruction, casualty, or condemnation;

I. Representations, Warranties, and Agreements. (i) The representations and warranties of the District set forth in this Agreement shall have been true and correct when made and shall be true and correct in all material respects as of the Closing Date as though made at such time; and (ii) the District shall have performed and complied in all material respects with the obligations contained in this Agreement at or prior to the Closing;

J. Litigation. No actions or proceedings have been instituted or threatened in writing by any person, entity, or governmental body, seeking to restrain or prohibit or to recover damages relating to or arising out of the Contemplated Transaction;

K. Title Insurance. A title insurance policy insuring the title to the Real Property shall

be obtained at the District's expense and shall: (i) not contain any exceptions to coverage except for the Permitted Exceptions; and (ii) insure that the City is acquiring good and marketable title to the Real Property;

L. Schedules. The City shall have, in writing, and, in its sole discretion, approved and be agreeable to the form and content of each and every schedule attached hereto or referred to herein, such approval being subject to the City's satisfaction and acceptance of matters arising out of and related to such schedules after review, including but not limited to, decrees, orders, and pending litigation affecting the Purchased Assets, and the ability to legally assume the Acquired Contracts; and

M. Obligations Satisfied at Closing. The District shall have satisfied all financial and other obligations owed to its professionals, service providers, developers, and any other third party that are Excluded Liabilities as of the date of Closing.

SECTION 4.3 CONSENTS AND APPROVALS. The Parties shall have received evidence, in form and substance reasonably satisfactory to the respective counsel for the Parties, that all material consents, waivers, releases, authorizations, approvals, licenses, certificates, permits, and franchises, as may be necessary to lawfully consummate the Contemplated Transaction, and for the City to continue the operations of the Purchased Assets as they are now conducted, have been obtained, including, but not limited to, the following consents and approvals:

A. The Board of Trustees for the District shall have authorized the execution, delivery, and performance by the District of this Agreement, and the consummation of the Contemplated Transaction;

B. The Board shall have authorized the execution, delivery and performance by the City of this Agreement, and the consummation of the Contemplated Transaction;

C. The Mayor of the City shall have authorized the execution, delivery, and performance by the City of this Agreement, and the consummation of the Contemplated Transaction; and

D. The Common Council shall have authorized the execution, delivery, and performance by the City of this Agreement, and the consummation of the Contemplated Transaction.

SECTION 4.4 NO PROCEEDINGS. Neither the City nor the District shall be subject to any threatened or pending litigation, injunction, preliminary restraining order, or other similar decree of a court of competent jurisdiction prohibiting the consummation of this Agreement and the Contemplated Transaction.

SECTION 4.5 DISTRICT EMPLOYEES. All District employees will be encouraged to apply for open jobs with City Utilities, other City departments, and Allen County, Indiana ("County"). Any District employees hired by the City will be subject to the same collective bargaining, budgeting, and disciplinary procedures as other City employees. The City shall be responsible for payment of all wages, salaries, and benefits under the City's benefit plans,

relating to all District employees hired by the City consistent with the City's policies, procedures, and guidelines or the applicable collective bargaining agreements.

SECTION 4.6 DEADLINE TO CLOSE AND DISBURSE. Notwithstanding any other provision in this Agreement, if the Closing does not occur on or before January 31, 2022, then the District or the City shall have the option of: (1) waiving this deadline or (2) terminating this Agreement (regardless whether the other Party waived this deadline), thereupon the City and the District shall have no liability and no further obligations to each other under this Agreement.

ARTICLE V

CERTAIN AGREEMENTS

SECTION 5.1 USER RATES FOR DISTRICT CUSTOMERS. Monthly rates for all District customers would change at Closing to no more than the sum of:

1. City Rates. The City flat sewer rate which will be the inside city rate or outside city rate as appropriate based on the customer's location; and

2. Capital Surcharges. Any existing capital surcharges applicable to the customer based on the customer's location, until the existing capital surcharge terminates on its own schedule. The Parties understand that approximately 395 District customers in eight neighborhoods are assessed a City monthly capital surcharge that covers the other broader costs of extending service to such customers specific to those neighborhoods (e.g. the Carrol Hand Area is \$20.00 and the Flutter Wheelock Area is \$22.50). These capital surcharges will continue after the acquisition and will be in addition to the rates listed in this paragraph until their termination on separate terms.

SECTION 5.2 DISTRICT BOARD. Upon execution of this Agreement, the District will petition IDEM to amend its formation order as follows:

A. New Board Makeup. The District's Board of Trustees ("**District Board**") shall be increased to nine (9) members to be appointed as follows:

1. One (1) member to be appointed by the County Commissioners for a one (1) year term; and
2. One member to be appointed by the County Council for a four (4) year term;
3. One member to be appointed by the City of Woodburn, Indiana, for a two (2) year term;
4. Five (5) members to be appointed by the Mayor of the City (one (1) member shall have an initial term of two (2) years; two (2) members shall have an initial term of three (3) years; and two (2) members shall have an initial term of four (4) years); and
5. One (1) member to be appointed by the City Council for the City of Fort Wayne, Indiana, for a four (4) year term.

B. Mayoral Appointments. Four (4) of the five (5) Mayoral appointments to the

District Board shall be employees from Fort Wayne City Utilities with one individual from each of the following departments or areas: (i) finance; (ii) engineering; (iii) regulatory or legal; and (iv) operations. The Mayor may utilize his fifth appointment to select an individual that the Mayor deems appropriate and fitting for the position.

C. Woodburn Appointment. Upon expiration or termination of the current agreement between the City of Woodburn, Indiana, and the District, Woodburn's appointment shall automatically revert or be transferred to the County Commissioners which will result in the number of the County Commissioners appointments increasing from one (1) to two (2).

D. Modification of Automatic Adjustment of the District's Boundary. Section 3.A.(1) shall be modified as to eliminate the automatic adjustment of the District's boundaries to exclude any territory served by the City in accordance with the terms of that Section.

E. Petition. A copy of the agreed-upon form of the Petition to be filed with IDEM is attached as **Appendix Q**. The Parties agree to file the Petition as soon as reasonably practical after the District executes this Agreement on November 22, 2021, with the intent of receiving IDEM approval of the same before Closing.

F. Term of District Board Appointments. After expiration of the initial terms, all District Board members shall serve a four (4) year term at the pleasure of the appointing authorities.

G. Role of New District Board. The District Board will initially serve as an informational Board and clearinghouse of requests for sewer and/or potable water service in the unincorporated areas of the County by:

1. Conducting education and outreach efforts;
2. Collecting requests and petitions of those interested in service;
3. Conducting feasibility, engineering or investigation studies of those areas; and
4. Forwarding such completed information to the City for further action.

H. Changes to Role of District Board. The District Board may later decide to serve a different role in facilitating the provisions of sewer and/or water service in and around the District.

I. New District Board Contingent Closing. Any IDEM order reorganizing the District Board shall be contingent upon the closing of the Contemplated Transaction and the City becoming the service provider in the Territory.

SECTION 5.3 DISTRICT SEPTIC SYSTEMS. For those District customers that were provided replacement septic systems (approximately 23 residential homes) and are listed in **Appendix R**, the City shall continue to own and operate such septic systems until the planned completion of payments (10 years from their respective start) as listed for each customer/premise/account in **Appendix R**. After all payments are made by the City and all other obligations are satisfied, the ownership of and responsibility for such septic systems will be turned over to the customers as originally planned by the District.

SECTION 5.4 ADDITIONAL CONTRACTS. The following existing contracts will be addressed as follows:

A. Existing Operation and Maintenance Interlocal Agreement Between Parties. The current Operations and Maintenance Interlocal Agreement between City Utilities and the District under which City Utilities performs certain services on behalf of the District will become void upon Closing and the City will assume all responsibility and costs for operating the District's assets.

SECTION 5.5 INTERLOCAL AGREEMENT. The District and the City will enter into a separate Interlocal Agreement (“**Interlocal Agreement**”) authorizing the City to be the exclusive service provider in the Territory (established under the Formation Order) on behalf of the District, with the exception of any other territories established by state, county, or local agencies such as the Leo-Cedarville Regional Sewer District, the Maysville Regional Water and Sewer District, the City of New Haven, Indiana, the City of Woodburn, Indiana, the Town of Huntertown, Indiana, and the Town of Grabill, Indiana. The agreed-upon form of the Interlocal Agreement that will be executed by the Parties at or before closing is attached as **Appendix S**.

SECTION 5.6 GRINDER PUMP STATIONS. The Parties understand that grinder pump stations (“**GPS**”) have, to date, allowed entities such as the District and City Utilities to provide sewer service to many customers that may not have otherwise been feasibly served; however, GPS are generally more costly to operate and maintain in comparison to other sewer service methods. The District shall transfer title to all GPS at Closing. The District understands that City intends that the GPS will be owned, operated, and selectively transferred in accordance with **Appendix T**.

SECTION 5.7 DISTRICT CUSTOMERS WITH PREPAID DEBT SERVICE. The Parties understand that certain District customers initially made an up-front, lump sum payment for each customer’s proportionate share of the cost associated with extending service to each customer. These District customers are commonly referred to and listed as “Class II” customers in the District’s rate ordinances and other documents. **Appendix U** includes a list of the District’s Class II customers subject to this section (as well as the calculated refund for each customer, see below). After Closing, the City shall refund the remaining portion of the up-front capital payments to the applicable customers, and all customers shall be subject to the City’s standard rates and charges.

SECTION 5.8 RIGHTS OF FIRST REFUSAL. The City recognizes that: (i) the District has agreements with New Haven and Aqua; and (ii) the agreements provide New Haven and Aqua with a right of first refusal to purchase the assets currently interconnected to each system. The City assumes all obligations of the District under these agreements, including the obligation to provide each party with notice that each may exercise its right of first refusal.

ARTICLE VI

CLOSING PROCEDURES

SECTION 6.1 DATES AND PLACE FOR CLOSING. The Closing of this Agreement and the Contemplated Transaction (the “**Closing**”) shall take place at the office of City Utilities, 200 East Berry Street, Suite 270, Fort Wayne, Indiana 46802, at 10:00 a.m. on December 15, 2021 (“**Closing Date**”), or such other place as the Parties mutually agree, provided satisfaction or waiver of the conditions set forth in this Agreement.

SECTION 6.2 CLOSING.

A. Documents for Closing. At least two (2) days prior to the Closing, the District shall furnish the documents listed in this Section 6.2, all in substantially the forms to be mutually agreed upon by the Parties. At the Closing, District shall also furnish any necessary assignments, estoppel letters, releases, satisfactions, terminations, and any corrective instruments reasonably requested by the City.

B. Closing Documents. At the Closing, the City shall pay all recording fees necessary for transfer, filing, or recording the following documents affecting the transfer of the Purchased Assets to the City; these documents shall be in final form, together with any exhibits or appendices thereto, and the District shall deliver said documents to the City in the forms to be mutually agreed upon by the Parties (collectively, the “**Closing Documents**”):

1. A Warranty Deed in the form attached hereto as **Appendix P** for the conveyance of all Real Property set forth in **Appendix A**;
2. An Assignment and Assumption of Easements in the form attached hereto as **Appendix B**;
3. Transfer, Assignment, and Assumption Agreement covering all contracts, agreements, permits, and approvals and other interests in the Purchased Assets as set forth in **Appendices C, D, E, G, H, and I**;
4. A Bill of Sale and other documents of assignment and transfer, with full warranties of title, to all Purchased Assets other than the Real Property set forth in **Appendix A**;
5. Non-foreign affidavit, no-lien affidavit, “gap” affidavit, waiver, and release of lien, or such other forms as are customarily required for issuance of the title insurance policy referenced herein;
6. Any affidavits, certificates, estoppel certificates, corrective instruments, releases, satisfactions, or terminations reasonably necessary to consummate the transactions contemplated by this Agreement, including, but not limited to, those instruments identified by the title insurer insuring the Real Property set forth in **Appendix A**.
7. The executed Interlocal Agreement, the form of which is attached as **Appendix S**.

C. Consent From and Approval by Indiana Finance Authority. The District acknowledges that the City will issue the City Bonds (to the Indiana Finance Authority) in an amount sufficient to generate the proceeds necessary to pay the Purchase Price, as well as the soft costs associated therewith. Therefore, all Closing procedures shall be subject to the requirements of the Indiana Finance Authority.

D. Execution of Additional Documents to Effect Contemplated Transaction. From time to time prior to and after the Closing, each Party hereto shall, upon request of the other, execute, acknowledge, and deliver, or shall cause to be executed, acknowledged, and delivered, all such further acts, limited special warranty deeds, assignments, transfers or other documentation for (1) confirming deeds or correcting title in the name of the City or perfecting possession by the City of any or all of the Purchased Assets in existence or use at the time of the Closing, including the establishment of Easements of record, without resort to litigation, expenditure of monies or other extraordinary means. For clarity, it is the intent of the District to sell, transfer, and convey any and all assets of the District (i.e. the Purchased Assets) to the City. The Parties agree to execute any documents reasonably necessary to effectuate that purpose both before and after Closing.

SECTION 6.3 ACCOUNTS RECEIVABLE; CUSTOMER DEPOSITS. District hereby agrees to cooperate with the City to ensure an orderly transition of all of its customers with respect to accounts receivable, customer deposits, billing, and customer service activities, including, but not limited to, working with the City on a compatible format for transfer of customer data. After the Closing Date, any payments received with respect to utility services provided utilizing the Purchased Assets shall belong to the City.

SECTION 6.4 PROFESSIONAL FEES; COSTS. Each Party shall be responsible for the payment of the fees of its own attorneys, bankers, engineers, accountants, and other professional advisors or consultants in connection with negotiation and preparation of this Agreement and all matters arising therefrom.

SECTION 6.5 RISK OF LOSS. At all times prior to and through the Closing Date, the District shall maintain adequate fire and extended insurance coverage for the cost of any repairs to the Purchased Assets that may be required by casualty damage. The risk of loss during the said period of time shall fall upon the District. The risk of loss shall pass to the City on the Closing Date.

ARTICLE VII

COVENANTS

SECTION 7.1 RIGHT TO ENTER; COOPERATION. After the date of execution of this Agreement and until the Closing, the District shall cooperate with the due diligence procedures of the City and shall provide the City and its representatives with access to the District's books and records for the Purchased Assets, including all relevant records of inventories, capital expenditures, maintenance, and monthly billings in the format currently maintained, and reasonable access to the Purchased Assets, all upon twenty four (24) hours' prior written notice to the District and during normal business hours.

SECTION 7.2 CONDUCT BETWEEN EXECUTION AND CLOSING. After the date of execution of this Agreement and until the Closing, the District: (i) shall conduct the operations of the District Sewage System only in the ordinary course of business in accordance with past practices and procedures, and use commercially reasonable efforts to maintain the Purchased Assets; and (ii) shall not, other than in the ordinary course of business, sell, transfer, assign, lease, or otherwise dispose of any of the Purchased Assets without the prior written notice and consent of the City:

A. No New Liabilities. Dispose of or incur liabilities with respect to, pledge, mortgage, grant a security interest in, or encumber any Purchased Assets;

B. Limited Salary Adjustments. Increase the base compensation of any District employee other than routine annual raises and merit increases;

C. No Modification of Agreements. Enter into, amend, or modify any employment or severance agreement or increase, terminate, amend, or otherwise modify in any material respect any plan or arrangement for the benefit of the District's employees; or

D. No Increased Liabilities. Increase any liabilities or obligations of the District other than in the ordinary course of business consistent with past practices and the expense projections provided to the City, including, without limitation, any capital expenditure programs.

Notwithstanding the foregoing, the District shall have the right until the Closing, to settle any or all disputes provided such settlement does not modify the District's rates, fees, charges, or revenue or materially modify the Purchased Assets.

SECTION 7.3 CITY'S LIABILITIES. The City shall not be obligated to pay any liability arising out of or in any connection whatsoever with this Agreement from any funds except from the net revenues realized by the City after the Closing on the City Bonds and the Closing from its ownership and operation of the Purchased Assets; provided, however, this limitation shall not create any obligation or liability for the District. It is further agreed that any obligations of the City arising out of or in any manner in connection with this Agreement shall not constitute a lien on the City Utilities' water or sewage systems or any other property owned or operated by the City.

ARTICLE VIII

GENERAL PROVISIONS

SECTION 8.1 APPLICABLE LAW; JURISDICTION AND VENUE.

A. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

B. Jurisdiction for Disputes. The Parties to this Agreement expressly consent to the jurisdiction of, and agree that exclusive venue and jurisdiction for any litigation arising under this Agreement shall be in, any state court located in any county that is directly contiguous with Allen County, Indiana, and in the United States District Court for the Northern District of Indiana.

SECTION 8.2 NOTICE.

A. Notice to Parties. All notices, certificates or other communications hereunder shall be in writing, shall be sufficiently given, and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, or by courier service, charges prepaid, to the Parties at the following addresses:

If to the City, to: Fort Wayne City Utilities
200 East Berry Street, Suite 270
Fort Wayne, Indiana 46802
Attention: Kumar Menon, Director

With a copy to: Bose McKinney & Evans LLP
111 Monument Circle, Suite 2700
Indianapolis, Indiana 46204
Attention: J. Christopher Janak, Esq.

If to the District, to: Allen County Regional Water & Sewer District
200 East Berry Street, Suite B-015
Fort Wayne, Indiana 46802
Attention: Ric Zehr, President

With a copy to: Carson LLP
301 West Jefferson Boulevard, Suite 200
Fort Wayne, Indiana 46802
Attn: Andrew Boxberger, Esq.

B. Notice Requirements. Any written notice given to one person in subsection (A) of this Section 8.2 shall also be copied and provided to all other persons identified in subsection (A) of this Section 8.2.

C. Changes of Address for Notice Purposes. The Parties may, by notice in writing given to the other, designate any future or different addresses to which the subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand, by electronic correspondence, or five (5) days after the date mailed.

SECTION 8.3 ASSIGNMENT AND JOINDER. Neither the District nor the City shall have the power or authority to assign this Agreement or any of its respective rights, duties, or obligations hereunder to a third party, without the prior written consent of the other Party. This Agreement shall be construed as solely for the benefit of the City, the District, and their successors by law, and no claim or cause of action shall accrue to or for the benefit of any other third party by reason hereof.

SECTION 8.4 AMENDMENTS AND WAIVERS. No amendment, supplement, modification, or waiver of this Agreement shall be binding upon either Party hereto unless executed in writing by such Party. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, unless otherwise expressly provided.

SECTION 8.5 ENTIRE AGREEMENT. This Agreement is the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions of the Parties, whether oral or written, pertaining to the subject matter hereof, and there are no warranties, representations, or other agreements between the Parties in connection with the subject matter hereof, except as specifically set forth herein.

SECTION 8.6 EFFECT OF TERMINATION. In the event of the termination of this Agreement in accordance with its terms, this Agreement shall then become void and have no effect, with no liability on the part of any of the Parties to this Agreement or their affiliates, except that nothing shall relieve a Party from liability for any breach of this Agreement.

SECTION 8.7 PUBLICITY; ANNOUNCEMENTS. The Parties recognize that the Contemplated Transaction has already been addressed in a public forum. However, the Parties agree to issue an initial press release announcing the Parties' intent to consummate the Contemplated Transaction promptly following the date of execution of this Agreement and in a form which is prepared by the City and reasonably satisfactory to the District. To the extent practicable and as permitted by law, the City will coordinate with the District regarding the timing and content of any City notices or public statements regarding the Contemplated Transaction until the expiration of fifteen (15) days after the Closing Date.

SECTION 8.8 COUNTERPARTS. This Agreement may be executed by the Parties on any number of separate counterparts, and all such counterparts so executed constitute one agreement binding on all of the Parties notwithstanding that all the Parties are not signatories to the same counterpart. For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by portable document file ("**PDF**") is to be treated as an original document. The signature of any Party thereon shall be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any Party, any PDF document is to be re-executed in original form by the Parties who executed the PDF document. No Party may raise the use of a PDF or the fact that any signature was transmitted by PDF as a defense to the enforcement of this Agreement or any other document executed in compliance with this Section 7.7.

[remainder of page left intentionally blank; signature page follows]

IN WITNESS WHEREOF, the City, the District, and the County have caused this Agreement to be duly executed and entered into on the date first above written.

**CITY OF FORT WAYNE, INDIANA, BY
AND THROUGH ITS BOARD OF PUBLIC
WORKS**

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

**ALLEN COUNTY REGIONAL WATER
& SEWER DISTRICT**

By: _____

Printed: _____

Its: _____

Attest:

BILL NO. R-21-10-13

**REPORT OF COMMITTEE ON CITY UTILITIES
November 16, 2021**

Michelle Chambers Chair

Thomas Didier Co-Chair

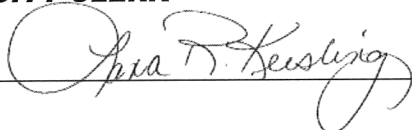
All Council Members

A Resolution authorizing the acquisition of real and personal property from the Allen County Regional Water and Sewer District pursuant to Indiana code §§ 36-1-11-8 and 5-22-22-10

COMMITTEE ON REGULATIONS HAVE HAD SAID Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance

<u>COUNCIL MEMBER</u>	<u>DO PASS</u>	<u>DO NOT PASS</u>	<u>ABSTAIN</u>
<u>ARP</u>	<u> </u>	<u> </u>	<u> </u>
<u>CHAMBERS</u>	<u> </u>	<u> </u>	<u> </u>
<u>DIDIER</u>	<u> </u>	<u> </u>	<u> </u>
<u>ENSLEY</u>	<u> </u>	<u> </u>	<u> </u>
<u>FREISTROFFER</u>	<u> </u>	<u> </u>	<u> </u>
<u>HINES</u>	<u> </u>	<u> </u>	<u> </u>
<u>JEHL</u>	<u> </u>	<u> </u>	<u> </u>
<u>PADDOCK</u>	<u> </u>	<u> </u>	<u> </u>
<u>TUCKER</u>	<u> </u>	<u> </u>	<u> </u>

**LANA R. KEESLING
CITY CLERK**



BILL NO. R-21-10-13

REPORT OF COMMITTEE ON CITY UTILITIES

Michelle Chambers Chair




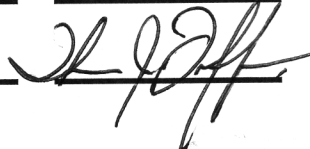

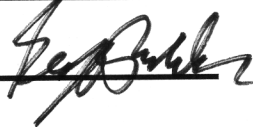
Thomas Didier Co-Chair

All Council Members

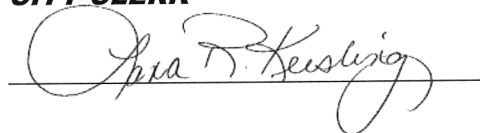
November 23, 2021

A Resolution authorizing the acquisition of real and personal property from the Allen County Regional Water and Sewer District pursuant to Indiana code §§ 36-1-11-8 and 5-22-22-10

COMMITTEE ON REGULATIONS HAVE HAD SAID Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance

<u>COUNCIL MEMBER</u>	<u>DO PASS</u>	<u>DO NOT PASS</u>	<u>ABSTAIN</u>
ARP			
CHAMBERS			
DIDIER			
ENSLEY			
FREISTROFFER			
HINES			
JEHL			
PADDOCK			
TUCKER			

**LANA R. KEESLING
CITY CLERK**



Public Hearing Date: N/A

Read the first time in full and on motion by Councilperson Chambers.

Read the second time by title and referred to the City Utilities Committee.

Read the third time in full and on motion by Councilperson Chambers, placed on passage by the following vote:

<u>TOTAL VOTES</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
ARP	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CHAMBERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DIDIER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ENSLEY	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FREISTROFFER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HINES	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JEHL	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PADDOCK	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TUCKER	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DATED: December 7, 2021



LANA R. KEESLING, CITY CLERK

Failed by the Common Council of the City of Fort Wayne, Indiana,

Resolution No. R-21-10-13 on the 7th day of December, 2021

ATTEST:



LANA R. KEESLING
CITY CLERK



PRESIDING OFFICER