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APPROVED BY THE STATE BOARD OF ACCOUNTS FOR THE CITY OF LAKE STATION-2006

DEPARTMENT APPROPRIATION REPORT

SANITARY BOND - 2013

APPROP A/C	TAX NUM	TITLE	FORWARDED	CURRENT	TRANSFRD	ADDL/ADJ	ENCUM	EXP-MTD	EXP-YTD	UNENCUM BAL	UNEXPEND BAL	% LEFT
* FUND SUMMARY	609											
** DEPARTMENT SUMMARY	1											
609001381.000	7777	SANITARY DIST BOND -	0.00	644000.00	1000.00	0.00	0.00	325000.00	645000.00	0.00	0.00	0%
609001382.000	7777	SANITARY DIST BOND -	0.00	64175.00	0.00	0.00	0.00	28687.50	64175.00	0.00	0.00	0%
609001383.000	7777	SANITARY DIST BOND -	0.00	1000.00	-1000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%
** DEPARTMENT SUBTOTAL	1		0.00	709175.00	0.00	0.00	0.00	353687.50	709175.00	0.00	0.00	0%
* FUND SUBTOTAL	609		0.00	709175.00	0.00	0.00	0.00	353687.50	709175.00	0.00	0.00	0%
*** GRAND TOTAL ***			0.00	709175.00	0.00	0.00	0.00	353687.50	709175.00	0.00	0.00	0%

FUND 609 2013

REVENUE STATUS YEAR TO DATE

SANITARY DIST - BOND

OBJECT	TITLE	REVENUE ESTIMATE	REVENUE YEAR-TO-DATE	PERCENT RECEIVED
1.000	LS SANITARY - BOND	0	732260.69	*********
				*********
				*********
				***
15.000	LS SANITARY - TEMP LOAN	0	0.00	*********
				*********
				*********
				***
*** Total ***		0	732260.69	

FUND 610 2013

REVENUE STATUS YEAR TO DATE

SANITARY DIST OPERATING

OBJECT	TITLE	REVENUE ESTIMATE	REVENUE YEAR-TO-DATE	PERCENT RECEIVED
5.000	SANITARY - TEMP LOAN	0	550000.00	********* ********* ********* ***
6.000	SANITARY - PRETREATMENT PROGRAM	0	0.00	********* ********* ********* ***
7.000	SANITARY - REIMBURSEMENTS	0	31109.22	********* ********* ********* ***
522.000	SANITARY - SEWER	0	2773962.77	********* ********* ********* ***
522.100	SANITARY - SEWER LIENS	0	11226.40	********* ********* ********* ***
536.100	SANITARY - PENALTY	0	102288.28	********* ********* ********* ***
536.200	SANITARY - SEWER TAP	0	1682.16	********* ********* ********* ***
536.300	SANITARY - SEWER PERMIT	0	0.00	********* ********* ********* ***
*** Total ***		0	3470268.83	

Annual dept Service

Exhibit "66-C."

Petition / Remonstrance

Was this debt subject to petition/remonstrance? No

No

Was this debt subject to referendum? No

Debt Rating

Type of Rating	Insurance	Agency	Rating
Insured Rating	CIFG Assurance North America Inc	3	AAA

Security on the Debt - Source of Repayment

	N/A	Primary	Secondary		N/A	Primary	Secondary
Property Tax		X		TIF Revenue	X		
COIT	X			Motor Vehicle Highway/ Local Road & Street	X		
CAGIT	X			Stormwater Revenues	X		
CEDIT	X			Electric Revenues	X		
Water Revenue	X			Wastewater Revenues	X		
Grant Revenue	X			Other	X		

Does this debt refinance or refund any previously outstanding debt? No

Purpose/Cost

Purpose of Debt: Provide funding on a judgment the district is required to pay

Total Project Cost: $5,575,345.00

Sources

Sources of Funds	Amount
Sanitary District Judgment Funding Bonds of 2005, Bond premium	$5,575,345.00

TOTAL SOURCES OF FUNDS: $5,575,345.00

Uses

Uses of Funds	Amount
Judgment due, cost of issuance	$5,575,345.00

TOTAL USES OF FUNDS: $5,575,345.00

Dates

Date Bids Received:

Date Construction Started:

Estimated Date of Substantial Completion: 7/15/2005

Amortization Schedule

Date	Principal	Interest Rate	Interest	Period Total	Capitalized Interest	Fiscal Total	Trustee Fee	Lease Payments	Federal Tax Credit	Remaining Balance
7/1/2006	$155,000	3.75	$213,535	$368,535						$5,345,000
1/1/2007	$255,000	3.75	$108,181	$363,181		$731,716				$5,090,000
7/1/2007	$260,000	3.75	$103,400	$363,400						$4,830,000
1/1/2008	$265,000	3.75	$98,525	$363,525		$726,925				$4,565,000
7/1/2008	$270,000	3.75	$93,556	$363,556						$4,295,000
1/1/2009	$270,000	3.75	$88,494	$358,494		$722,050				$4,025,000
7/1/2009	$275,000	3.75	$83,431	$358,431						$3,750,000
1/1/2010	$280,000	3.75	$78,275	$358,275		$716,706				$3,470,000
7/1/2010	$285,000	3.75	$73,025	$358,025						$3,185,000
1/1/2011	$290,000	4.25	$67,681	$357,681		$715,706				$2,895,000
7/1/2011	$295,000	4.25	$61,519	$356,519						$2,600,000
1/1/2012	$305,000	4.25	$55,250	$360,250		$716,769				$2,295,000
7/1/2012	$310,000	4.25	$48,769	$358,769						$1,985,000
1/1/2013	$315,000	4.25	$42,181	$357,181		$715,950				$1,670,000
7/1/2013	$320,000	4.25	$35,488	$355,488						$1,350,000
1/1/2014	$325,000	4.25	$28,688	$353,688		$709,176				$1,025,000
7/1/2014	$335,000	4.25	$21,781	$356,781						$690,000
1/1/2015	$340,000	4.25	$14,663	$354,663		$711,444				$350,000
7/1/2015	$350,000	4.25	$7,438	$357,438		$357,438				$0
Total	**$5,500,000**		**$1,323,880**	**$6,823,880**		**$6,823,880**				

Notes

This form has been submitted.

Merrillville Conservancy District

CDM Smith

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UNITED STATE ENVIRONMENTAL PROTECTION AGENCY
REGION 5

IN THE MATTER OF:	)	**Docket No. V-W-14-308-11**
	)	
Merrillville Conservancy District	)	**Proceeding under Section 308(a) of**
Merrillville, Indiana	)	**the Clean Water Act, as amended,**
	)	**33 U.S.C.**

MERRILLVILLE CONSERVANCY DISTRICT'S[1] RESPONSE TO
U.S. ENVIRONMENTAL PROTECTION AGENCY'S
2-14-2014 "INFORMATION REQUEST"

IV. REQUESTS

General Information

1. Provide the name and address of the location(s) where You maintain records relative to the operation and maintenance (O&M) of your Sanitary Sewer System.

ANSWER: MCD's Office
6251 Broadway
Merrillville, IN 46410

2. Provide the name and title of the primary contact person(s) responsible for Sanitary Sewer System collection and maintenance. Also provide telephone, fax, and email contact information for such person(s).

ANSWER: Charles Stojakovich
MCD's District Coordinator
Telephone: 219-472-8000
Fax: 219-980-8035
Email: cstojakovich@mcdin.com

3. Provide the following documents:

a. The latest NPDES permit(s), if applicable, issued to You for the WWTP/Sanitary Sewer System and storm sewer system, including modifications, the associated permit application, and certificate of coverage.

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[1] *Hereinafter*, referred to a "MCD".

ANSWER:

See, **MCD EXHIBIT 1,** hard copy of 4-30-14 letter from the Indiana Department of Environmental Management to MCD with a copy of MCD's "Final NPDES Permit No. INJ035548" effective 6-1-2012 and expiring 5-31-2017 (21 pages) produced with this MCD Response.

See also, **MCD EXHIBIT 1,** a pdf copy of 4-30-14 letter from the Indiana Department of Environmental Management to MCD with a copy of MCD's "Final NPDES Permit No. INJ035548" effective 6-1-2012 and expiring 5-31-2017 (21 pages), which is included on the compact disc produced with this MCD Response.

b. A map of the service area for your Sanitary Sewer System that identifies the following information:

i. Delineation of separate and combined sewer areas, if applicable

ANSWER: Not Applicable (hereinafter, "N/A")

MCD's sewers are designed to only convey and transport municipal sewage (domestic, commercial, and industrial wastewater). MCD's sewers are designed to exclude stormwater.

ii. Delineation of different WWTP service areas, if applicable [e.g., areas served by Gary Sanitary District (GSD) WWTP]; areas served by another wastewater treatment facility)

ANSWER: N/A

GSD's WWTP is the only WWTP that treats wastewater colleted from MCD sanitary sewer service territory.

iii. Delineation of separate storm sewer areas, if applicable

ANSWER: N/A

iv. Locations of SSOs reported in Question 27, chronic street flooding areas reported in Question 18, and chronic Backup areas reported in Question 39 (can be handwritten/drawn on map)

ANSWER:

MCD has one (1) SSO, which is discussed in Question #27 and is located at

MCD's Main Lift Station, 6250 Broadway, Merrillville, IN 46410. The location of this SSO is shown on the map of "Major MCD Facilities and Capacity Routing Schematic". *See*, **MCD EXHIBIT 2.**

As reported in Question 18 there are no portions of MCD's Collection System service area that have experienced street flooding with sewage as a component. MCD.

As reported in Question 39 there are no portions of the Collection System that have chronic backup problems.

See, **MCD EXHIBIT 2,** hard copy of schematic map of MCD's Major Facilities showing location of MCD's permitted SSO (2 pages) produced with this MCD Response.

See also, **MCD EXHIBIT 2,** a pdf copy of schematic map of MCD's Major Facilities showing location of MCD's permitted SSO (2 pages), which is included on the compact disc produced with this MCD Response.

v. Location of all permitted and/or non-permitted outfalls for your Sanitary Sewer System and for your Combined Sewer System(s)

ANSWER:

MCD has one (1) permitted outfall, which is located at MCD's Main Lift Station, 6250 Broadway, Merrillville, IN 46410.

c. Geographic Information Systems (GIS) shapefiles representing the following:

ANSWER:

MCD does not have any GIS shapefiles regarding MCD's system. However, MCD does have maps and computer files as indicated below.

i. Collection System service area

ANSWER:

MCD's exclusive sanitary sewer service territory is depicted in the hard copy of the "MERRILLVILLE CONSERVANCY DISTRICT BOUNDARY MAP", which was prepared by Plumb Tuckett & Associates, Surveyors & Engineers, 64 West 67th Place, Merrillville, IN 46410.

See, **MCD EXHIBIT 3,** hard copy of MCD Boundary Map produced with this MCD Response.

See also, **MCD EXHIBIT 3,** a pdf copy of MCD Boundary Map, which is included on the compact disc produced with this MCD Response.

ii. Current municipal boundaries

ANSWER:

MCD's exclusive sanitary sewer service territory as it relates to municipal boundaries is depicted in the hard copy of the "MUNICIPALITY MAP WITH MERRILLVILLE CONSERVANCY DISTRICT OVERLAY", which was prepared by Plumb Tuckett & Associates, Surveyors & Engineers, 64 West 67th Place, Merrillville, IN 46410.

See, **MCD EXHIBIT 4,** hard copy of the "MUNICIPALITY MAP WITH MERRILLVILLE CONSERVANCY DISTRICT OVERLAY", produced with this MCD Response.

See also, **MCD EXHIBIT 4,** a pdf copy of the "MUNICIPALITY MAP WITH MERRILLVILLE CONSERVANCY DISTRICT OVERLAY", which is included on the compact disc produced with this MCD Response.

iii. Sanitary Sewer System pipes

ANSWER:

See, **MCD EXHIBIT 5,** hard copy of "THE MERRILLVILLE CONSERVANCY DISTRICT SEWAGE COLLECTION SYSTEM – SEWER ATLAS" (94 pages) produced with this MCD Response.

See also, **MCD EXHIBIT 5,** a pdf copy of "THE MERRILLVILLE CONSERVANCY DISTRICT SEWAGE COLLECTION SYSTEM – SEWER ATLAS" (94 pages), which is included on the compact disc produced with this MCD Response.

See, **MCD EXHIBIT 6,** hard copy of "MAJOR MCD FACILITIES AND CAPACITY ROUTING SCHEMATIC" (2 pages) produced with this MCD Response.

See also, **MCD EXHIBIT 6,** a pdf copy of "MAJOR MCD FACILITIES AND CAPACITY ROUTING SCHEMATIC" (2 pages), which is included on the

compact disc produced with this MCD Response.

See also, **MCD EXHIBIT 7,** R.W. Armstrong and Associates AutoCAD files used to create MCD's seamless and comprehensive Sanitary Sewer Atlas, which are included on the compact disc produced with this MCD Response.

d. Your most recent sewer use ordinance (SUO)

ANSWER:

As a conservancy district, MCD does not have the power to pass ordinances. However, MCD regulates the construction and use of sanitary sewer facilities in MCD's exclusive territory by enforcing the following listed MCD Standards & Specifications; GSD's Sewer Use Ordinance; an Agreement Between GSD and MCD regarding the Implementation and Enforcement of and Industrial User Pretreatment Program; and, MCD Resolution No.: 2011-02 Implementing Industrial User Pretreatment Program.

See, **MCD EXHIBIT 8**, hard copy of "MERRILLVILLE CONSERVANCY DISTRICT STANDARDS & SPECIFICATIONS" (192 pages) produced with this MCD Response.

See also, **MCD EXHIBIT 8**, a pdf copy of "MERRILLVILLE CONSERVANCY DISTRICT STANDARDS & SPECIFICATIONS" (192 pages), which is included on the compact disc produced with this MCD Response.

See, **MCD EXHIBIT 9**, hard copy of 3-2-1010 City of Gary "Ordinance No. 8347 - AN ORDINANCE AMENDING GARY MUNICIPAL CODE TITLE XV SECTION 158 REGARDING SEWERS AND THE GARY SANITARY DISTRICT" (46 pages) produced with the MCD Response.

See also, **MCD EXHIBIT 9**, a pdf copy of 3-2-1010 City of Gary "Ordinance No. 8347 - AN ORDINANCE AMENDING GARY MUNICIPAL CODE TITLE XV SECTION 158 REGARDING SEWERS AND THE GARY SANITARY DISTRICT" (46 pages), which is included on the compact disc produced with this MCD Response.

See, **MCD EXHIBIT 10**, hard copy of 8-23-11 "AGREEMENT BETWEEN THE GARY SANITARY DISTRICT AND THE MERRILLVILLE CONSERVANCY DISTRICT FOR IMPLEMENTATION AND ENFORCEMENT OF A PUBLICLY OWNED TREATMENT WORKS [POTW] INDUSTRIAL PRETREATMENT PROGRAM (14 pages) produced with this MCD Response.

See also, **MCD EXHIBIT 10**, a pdf copy of 8-23-2011 "AGREEMENT BETWEEN THE GARY SANITARY DISTRICT AND THE MERRILLVILLE CONSERVANCY DISTRICT FOR IMPLEMENTATION AND ENFORCEMENT OF A PUBLICLY

OWNED TREATMENT WORKS [POTW] INDUSTRIAL PRETREATMENT PROGRAM (14 pages), which is included on the compact disc produced with this MCD Response.

See, **MCD EXHIBIT 11**, hard copy of 4-4-2011 "MCD Resolution No.: 2011-02 – MERRILLVILLE CONSERVANCY DISTRICT RESOLUTION IMPLEMENTING INDUSTRIAL USER PRETREATMENT PROGRAM FOR PUBLICLY OWNED TREATMENT WORKS (69 pages) produced with this MCD Response.

See also, **MCD EXHIBIT 11**, a pdf copy of "MCD Resolution No.: 2011-02 – MERRILLVILLE CONSERVANCY DISTRICT RESOLUTION IMPLEMENTING INDUSTRIAL USER PRETREATMENT PROGRAM FOR PUBLICLY OWNED TREATMENT WORKS (69 pages), which is included on the compact disc produced with this MCD Response.

e. Your most recent annual report for your municipal separate storm sewer system (MS4) or the name and address of the MS4 entity operating your storm sewers

ANSWER:

N/A – MCD does on have jurisdiction over storm water issues or any MS4 entities.

f. Current contract agreement with GSD that identifies the costs for which You are responsible and the services that GSD provides

See, **MCD EXHIBIT 12**, hard copy of the 10-10-1995 "WASTEWATER TREATMENT AGREEMENT BETWEEN THE CITY OF GARY SANITARY DISTRICT AND THE MERRILLVILLE CONSERVANCY DISTRICT (45 pages) produced with this MCD Response.

See also, **MCD EXHIBIT 12**, a pdf copy of the 10-10-1995 "WASTEWATER TREATMENT AGREEMENT BETWEEN THE CITY OF GARY SANITARY DISTRICT AND THE MERRILLVILLE CONSERVANCY DISTRICT (45 pages), which is included on the compact disc produced with this MCD Response.

See, **MCD EXHIBIT 13**, hard copy of the 1-8-2001 MCD "Resolution No. 01-02 –MERRILLVILLE CONSERVANCY DISTRICT'S RESOLUTION PLACING MCD'S ORDER WITH GARY SANITARY DISTRICT FOR MCD'S 'ACTUAL REQUIRED WASTEWATER FLOW CAPACITY' IN GSD'S WASTEWATER FACILITIES THROUGH THE YEAR 2022" (7 pages) produced with the MCD Response.

See also, **MCD EXHIBIT 13**, a pdf copy of the 1-8-2001 MCD "Resolution No. 01-02 –MERRILLVILLE CONSERVANCY DISTRICT'S RESOLUTION PLACING MCD'S

ORDER WITH GARY SANITARY DISTRICT FOR MCD'S 'ACTUAL REQUIRED WASTEWATER FLOW CAPACITY' IN GSD'S WASTEWATER FACILITIES THROUGH THE YEAR 2022" (7 pages), which is included on the compact disc produced with this MCD Response.

See, **MCD EXHIBIT 14**, hard copy of 8-23-2011 "GSD RESOLUTION NUMBER: SD11-46 – RESOLUTION OF THE GARY SANITARY DISTRICT BOARD OF COMMISSIONERS ACCEPTING MERRILLVILLE CONSERVANCY DISTRICT RESOLUTION NUMBER 2011-03 ORDERING ADDITIONAL RESERVED WASTEWATER CAPACITY FROM GSD" (10 pages) produced with the MCD Response.

See also, **MCD EXHIBIT 14**, a pdf copy of the 8-23-2011 "GSD RESOLUTION NUMBER: SD11-46 – RESOLUTION OF THE GARY SANITARY DISTRICT BOARD OF COMMISSIONERS ACCEPTING MERRILLVILLE CONSERVANCY DISTRICT RESOLUTION NUMBER 2011-03 ORDERING ADDITIONAL RESERVED WASTEWATER CAPACITY FROM GSD" (10 pages), which is included on the compact disc produced with this MCD Response.

See, **MCD EXHIBIT 15**, hard copy of 8-23-11 "AGREEMENT BETWEEN THE GARY SANITARY DISTRICT AND THE MERRILLVILLE CONSERVANCY DISTRICT FOR IMPLEMENTATION AND ENFORCEMENT OF A PUBLICLY OWNED TREATMENT WORKS [POTW] INDUSTRIAL PRETREATMENT PROGRAM (14 pages) produced with this MCD Response to Request # 3(d).

See also, **MCD EXHIBIT 15**, a pdf copy of 8-23-2011 "AGREEMENT BETWEEN THE GARY SANITARY DISTRICT AND THE MERRILLVILLE CONSERVANCY DISTRICT FOR IMPLEMENTATION AND ENFORCEMENT OF A PUBLICLY OWNED TREATMENT WORKS [POTW] INDUSTRIAL PRETREATMENT PROGRAM (14 pages), which is included on the compact disc produced with this MCD Response.

g. Your most recent Comprehensive Annual Financial Report (CAFR) or similar financial statement that includes data on your most recent annual wastewater revenue and costs; identify in the CAFR or other financial statement where You record the costs paid to GSD

See, **MCD EXHIBIT 16**, hard copy of "MERRILLVILLE CONSERVANCY DISTRICT – ANNUAL FINANCIAL REPORT FOR 2013" (8 pages) produced with the MCD Response.

See also, **MCD EXHIBIT 16**, a pdf copy of "MERRILLVILLE CONSERVANCY DISTRICT – ANNUAL FINANCIAL REPORT FOR 2013" (8 pages), which is included

on the compact disc produced with this MCD Response.

h. Your most recent rate study for wastewater activity and Sanitary Sewer System use

See, **MCD EXHIBIT 17**, hard copy of H.J. Umbaugh & Associates' 6-20-11 user charge rate study regarding "MCD – Adopted Rates" (26 pages) produced with this MCD Response.

See also, **MCD EXHIBIT 17**, a pdf copy of H.J. Umbaugh & Associates' 6-20-11 user charge rate study regarding "MCD – Adopted Rates" (26 pages), which is included on the compact disc produced with this MCD Response.

See, **MCD EXHIBIT 18**, hard copy of H.J. Umbaugh & Associates' 4-20-12 "MCD System Development Charge Study" (8 pages) produced with this MCD Response.

See also, **MCD EXHIBIT 18**, a pdf copy of H.J. Umbaugh & Associates' 4-20-12 "MCD System Development Charge Study" (8 pages), which is included on the compact disc produced with this MCD Response.

i. Provide your budget for the wastewater activity for the current year including proposed wastewater system capital improvements.

See, **MCD EXHIBIT 19,** hard copy of MCD's "ORDINANCE OR RESOLUTION FOR APPROPRIATIONS AND TAX RATE" (13 pages) Number 2013-02 regarding MCD's 2014 Budget produced with this MCD Response.

See also, *See*, **MCD EXHIBIT 19,** a pdf copy of MCD's "ORDINANCE OR RESOLUTION FOR APPROPRIATIONS AND TAX RATE" Number 2013-02 regarding MCD's 2014 Budget (13 pages), which is included on the compact disc produced with this MCD Response.

<u>Service Area and Service Connections</u>

Provide the following information for your Sanitary Sewer System:

a. Service area (in square miles) 21.3

b. Population served Approximately 40,000

c. System inventory

Miles of Gravity Sewer	Miles of Force Main	Number of Pump Stations
131.1	19.2	15

d. Number of service connections"

Residential	5,471	**Commercial**	805
Industrial	68	**Total**	6,344

e. Number of households served by your Collection System: 7,381

f. Number of commercial service connections that include residential households (i.e., households in multi-family/apartment/condominium buildings treated as a single commercial service connection or account by You): Approx. 100

g. Number of multi-household residential service connections: unknown

5. Identify the percent of your wastewater flow conveyed to arid treated at GSD WWTP that is generated by residential users.

86.3%

6. Identify the percent of your wastewater conveyed to and treated at GSD WWTP that is generated by industrial users.

1.1%

7. Is all of the wastewater flow generated by your Collection System users conveyed to and treated at GSD WWTP?

Yes X No ___

8. N/A

9. Provide actual flows experienced for the previous 12 months expressed in million gallons per day (MGD). Cite the source/basis or calculation method from which You obtained these values (e.g., wastewater or drinking water flow meters, billing statements, etc.).

Use Category	Average Wastewater Flow in MGD	Average Daily Water Consumption
Residential	6.69 MGD	6.79 MGD
Commercial	.97 MGD	.99 MGD
Industrial	.09 MGD	.09 MGD
Other: Satellite Sewer System(IHCD)	1.18 MGD	MCD does not have gallonage consumption information for IHCD
Total	8.93 MGD	7.87 MGD

Calculation Method Used to Determine Average Daily Wastewater Flow Values:

ANSWER:

MCD's Total annual wastewater flow sent to is determined by referencing **MCD EXHIBIT 20**, which provides MCD's "Yearly Total" of metered discharge to GSD for 2013, which is divided by 365 days to arrive at MCD's average daily flow.

IHCD average daily wastewater flow to MCD is determined by reference **MCD EXHIBIT 21,** from which IHCD's "Yearly Total" of metered discharge to MCD for 2013 is determined, which is divided by 365 days to arrive at IHCD's average daily total.

MCD's Total annual consumption of potable water is determined by referencing **MCD EXHIBIT 22**, which states Indiana American Water Company's total metered discharge of MCD's customers for the year 2013 plus the assumed flat well usage consumption rates for MCD's customers who use well water. That total is divided by 365 days to determine the average daily consumption of potable water for MCD's customers.

MCD does not have potable water consumption information for IHCD's customers.

See, **MCD EXHIBIT 20,** hard copy of report of MCD's December 2013 Monthly Wastewater Gallonage Discharged to GSD Report to with "2013 Yearly Total" of MCD's Wastewater Discharged to GSD" (1 page) produced with this MCD Response.

See, **MCD EXHIBIT 20,** a pdf copy of report of MCD's December 2013 Monthly Wastewater Gallonage Discharged to GSD Report to with "2013 Yearly Total" of MCD's Wastewater Discharged to GSD" (1 page), which is included on the compact disc produced with this MCD Response.

See, **MCD EXHIBIT 21,** hard copy of report of IHCD's 2013 Yearly Total Wastewater Gallonage Discharged to MCD with copies of IHCD's monthly flow meter reports of Wastewater discharged to MCD for the entire Year of 2013 (13 pages) produced with this MCD Response.

See, **MCD EXHIBIT 21,** a pdf copy of report of IHCD's 2013 Yearly Total Wastewater Gallonage Discharged to MCD with copies of IHCD's monthly flow meter reports of Wastewater discharged to MCD for the entire Year of 2013 (13 pages), which is included on the compact disc produced with this MCD Response.

See, **MCD EXHIBIT 22,** hard copy of report of MCD's 2013 Yearly Total of Potable Water consumed (1 page) produced with this MCD Response.

See, **MCD EXHIBIT 21,** a pdf copy of report of MCD's 2013 Yearly Total of Potable Water consumed (1 page), which is included on the compact disc produced with this MCD Response.

10. Do You make any adjustments to billing for wastewater services (e.g., averaging of winter month water use to remove impact of water for outside use in summer months)?

Yes ___ No _X_

If yes, describe the adjustments made. N/A

11. Is a portion of the Collection System a Combined Sewer System?

Yes ___ No _X_

a. If yes, what percent of the Collection System is combined? _N/A_

b. On what is this percentage based (e.g, flow, area, size/length of pipe, etc.)? _N/A_

<u>Collection System Infrastructure and Capacity</u>

12. Provide infrastructure age distribution estimates for the Collection System.

Age	Gravity Sewer, miles	Force Mains, miles or feet	Number of Pump Stations
0 - 25 years	Approximately 32.8 miles	Approximately 4.8 miles	13
26 - 50 years	Approximately 98.3 miles	Approximately 14.4 miles	2
51 - 75 years	None	None	None

> 76 years	None	None	None

13. Provide pipe size distribution estimates for the Collection System.

Diameter in inches	Gravity Sewer, miles	Force Mains, miles or feet
8 inches or less	71.3	6.7 miles
9 - 18 inches	38.6	5.5 miles
19 - 36 inches	14.6	7 miles
> 36 inches	6.5	0

14. Indicate or describe a property owner's responsibility for maintenance and repair of Private Laterals (check one):

a. At main line connection only _____
b. From main line to property line or easement/cleanout _____
c. Beyond property line/cleanout _____
d. Other X
Explain

ANSWER:

The property owner is responsible for the maintenance and repair of all Private Laterals within the owner's property lines.

15. Describe any atypical local conditions that may increase the complexity or difficulty of the design, construction, operation, and maintenance of the Collection System.

ANSWER:

MCD is not aware of any such conditions.

16. Describe the process or procedures that You use to determine whether the capacity of the existing Sanitary Sewer System are adequate for new connections.

ANSWER:

For significant new connections to MCD's sanitary sewer system MCD authorizes an engineering analysis to determine available system capacity. First, the average and peak flow rates from the new developments are calculated (process flow rates from industrial users, and

unit loadings from commercial and residential users). Then, the projected flow rates from the developments are compared against the available downstream system capacity (peak flow capacity for sanitary sewers, and average and peak flow capacities for lift stations). If sufficient capacity is not available in the existing system, then MCD will make infrastructure improvements to increase system capacity.

17. Identify whether You do the following to determine if the capacity of the existing Sanitary Sewer System is adequate for new connections.

a. Is flow metering performed prior to allowing new connections?

Yes __X__ No ____

b. Do You use a hydraulic model of the Sanitary Sewer System to predict the effects of new connections?

Yes ____ No __X__

c. Do You require written certification by a licensed professional engineer indicating that the Sanitary Sewer System has been determined to have adequate capacity to accommodate flow from new connections?

Yes __X__ No ____

18. Are there portions of the Collection System service areas that have experienced street flooding, with sewage as a component, in the past five years?

Yes ____ No __X__

If yes, describe and list all areas that experience chronic street flooding. N/A

<u>Satellite Sewer Systems/Sewer Use Ordinance</u>

19. Does the Collection System receive flow from Satellite Sewer System communities?

Yes __X__ No ____

If yes, complete the following chart. If additional room is needed, continue on last page or attach a separate table.

Satellite Community Name	% Flow Contributed	Primary Contact Name & Contact Information (address, phone, email) for Satellite
Independence Hill Conservancy District (IHCD)	IHCD's share of MCD's total wastewater annual flow to GSD's WWTP is approximately 22%	Jim Beshears Chairman of IHCD's Board of Directors 7507 Taft Street Merrillville, IN 46410 219-756-6205 ihcd219@att.net
	All of IHCD's wastewater that enters MCD's facilities passes through MCD's Taft Street Lift Station, which is located at 6297 Taft Street, Merrillville, IN 46410 IHCD's share of the total amount of wastewater pumped annually by MCD's Taft Street Lift Station is approximately 38.24%	

See, **MCD EXHIBIT 23,** hard copy of H.J. Umbaugh & Associates' 11-16-12 letter to MCD's Board of Directors transmitting "2010 IHCD True Up" Report (1 page); and Exhibit from 2010 IHCD True Up Report entitled, "IHCD COST ALLOCATION FACTOR" (1 page) produced with this MCD Response.

See also, **MCD EXHIBIT 23,** a pdf copy of H.J. Umbaugh & Associates' 11-16-12 letter to MCD's Board of Directors transmitting "2010 IHCD True Up" Report (1 page); and Exhibit from 2010 IHCD True Up Report entitled, "IHCD COST ALLOCATION FACTOR" (1 page), which is included on the compact disc produced with this MCD Response.

20. Do Satellite Sewer System communities enter into written agreements for wastewater services (contracts, charters, court orders, etc.) with You?

Yes __X__ No ____

If yes, please answer the following questions listed below:

a. Do the agreements have a date of termination?

Yes ____ No __X__

SUPPLEMENTAL ANSWER:

See, **MCD EXHIBIT 24,** hard copy of 12-8-09 "IHCD Resolution No. 2009-04 – IHCD'S RESOLUTION PLACING IHCD'S ORDER WITH MCD FOR IHCD'S WASTEWATER FLOW CAPACITY TO BE RESERVED IN MCD'S WASTEWATER FACILITIES THROUGH THE YEAR 2022" (15 pages) produced with this MCD Response.

See also, **MCD EXHIBIT 24,** a pdf copy of 12-8-09 "IHCD Resolution No. 2009-04 – IHCD'S RESOLUTION PLACING IHCD'S ORDER WITH MCD FOR IHCD'S WASTEWATER FLOW CAPACITY TO BE RESERVED IN MCD'S WASTEWATER FACILITIES THROUGH THE YEAR 2022" (15 pages), which is included on the compact disc produced with this MCD Response.

See, **MCD EXHIBIT 25,** hard copy of 12-14-09 "MCD Resolution No. 2009-10 – RESOLUTION OF THE MERRILLVILLE CONSERVANCY DISTRICT ACCEPTING IHCD RESOLUTION NO. 2009-04 ORDERING ADDITIONAL RESERVED WASTEWATER CAPACITY FROM MCD" (3 pages) produced with this MCD Response.

See also, **MCD EXHIBIT 25,** a pdf copy of 12-14-09 "MCD Resolution No. 2009-10 – RESOLUTION OF THE MERRILLVILLE CONSERVANCY DISTRICT ACCEPTING IHCD RESOLUTION NO. 2009-04 ORDERING ADDITIONAL RESERVED WASTEWATER CAPACITY FROM MCD" (3 pages), which is included on the compact disc produced with this MCD Response.

See, **MCD EXHIBIT 26,** hard copy of 12-14-09 "WASTEWATER TRANSPORTATION AND TREATMENT AGREEMENT BETWEEN THE MERRILLVILLE CONSERVANCY DISTRICT AND THE INDEPENDENCE HILL CONSERVANCY DISTRICT" (114 pages) produced with this MCD Response.

See also, **MCD EXHIBIT 26,** a pdf copy of 12-14-09 "WASTEWATER TRANSPORTATION AND TREATMENT AGREEMENT BETWEEN THE MERRILLVILLE CONSERVANCY DISTRICT AND THE INDEPENDENCE HILL CONSERVANCY DISTRICT" (114 pages), which is included on the compact disc produced with this MCD Response.

If yes, under what conditions are such agreements renewed? N/A

b. Do the agreements extend the requirements of the SUO to the Satellite Sewer System communities?

Yes __X__ No ____

c. Does the SUO clearly include standards, inspections, and approval for new

connections?

Yes __X__ No ____

d. Does the SUO require Satellite Sewer System communities to adopt the same standards, inspection and sampling schedules as You for new connections?

Yes __X__ No ____

e. Does the SUO require Satellite Sewer System communities to adopt the same standards, inspection and sampling schedules as You for pretreatment inspections?

Yes __X__ No ____

f. Do You maintain the legal authority to control the maximum flow introduced into the Collection System from Satellite Sewer System communities?

Yes __X__ No ____

SUPPLEMENTAL ANSWER:

IHCD ordered from MCD a total of 3.5 million gallons of reserved average daily flow capacity and a total of 9 million gallons of reserved peak hourly flow capacity pursuant to the 12-8-09 "IHCD Resolution No. 2009-04".

MCD accepted and approved of IHCD's purchase from MCD of a total of 3.5 million gallons of reserved average daily flow capacity and a total of 9 million gallons of reserved peak hourly flow capacity pursuant to the 12-14-09 "MCD Resolution Number: 2009-10" and the 12-14-09 "Wastewater Transportation and Treatment Agreement Between the MCD and the IHCD". Therefore, according to civil contract law, MCD has the legal authority to prevent IHCD from discharging wastewater flow into MCD's facilities in volumes exceeding IHCD's *3.5 million gallons of reserved average daily flow capacity or IHCD's total of 9 million gallons of reserved peak hourly flow capacity* average daily and peak hourly reserved capacities.

g. Is flow metered at locations where flow from the Satellite Sewer System communities directly enters your Collection System?

Yes __X__ No ____

h. Do You charge Satellite Sewer System communities based on metered flow?

Yes __X__ No ____

If yes, identify the specific rate structure in place.

ANSWER:

The following summary is a very simplified statement of how IHCD's total charges owed to MCD are determined. A more detailed account is provided in the 12-14-09 "WASTEWATER TRANSPORTATION AND TREATMENT AGREEMENT BETWEEN THE MERRILLVILLE CONSERVANCY DISTRICT AND THE INDEPENDENCE HILL CONSERVANCY DISTRICT", at pages 18-23.

MCD pays monthly user charges to GSD based on MCD's total monthly volume of metered flow discharged into GSD's facilities and the amount of "loadings" contained MCD's wastewater, as determined by laboratory testing performed on wastewater samples taken once per week from three (3) of MCD's lift stations which discharge into GSD's collection system. GSD's laboratory tests MCD's wastewater samples for the following loadings: Ammonia, CBOD (Carbonaceous Biochemical Oxygen Demand), Phosphorus, and TSS (Total Suspended Solids). The monthly amount of these loadings is determined by their strength in the wastewater multiplied by the total monthly volume of wastewater. MCD's monthly GSD user charge is determined based on the total volume of MCD's wastewater discharged to GSD and the removal cost for the total amount of Ammonia, CBOD, Phosphorus, and TSS.

IHCD's total monthly wastewater flow discharged to MCD is measured by two flow meters. IHCD pays monthly user charges to MCD based on IHCD's proportionate share of MCD's total wastewater discharged to GSD for a given month. For example, if IHCD's wastewater is 22% of the total volume MCD discharged to GSD for a given month, then IHCD owes MCD user charges equal to 22% of GSD's monthly user charge bill to MCD for that month.

Bi-annually MCD also pays GSD for MCD's proportionate share of GSD's capital costs. MCD's proportionate share is determined by the volume of MCD's reserved wastewater capacity at GSD's WWTP and at other portions of GSD's facilities. MCD pays MCD's proportionate share of GSD's cost for capital improvements where MCD's has reserved wastewater capacity.

IHCD also makes bi-annual capital cost payments to MCD. First, IHCD pays MCD for IHCD's proportionate share of GSD's capital costs owed to GSD based on the volume of IHCD's reserved wastewater capacity with MCD. Second, IHCD also pays MCD for IHCD's proportionate share of MCD's costs incurred to make capital improvements to various portions of MCD's facilities used by IHCD.

If no, describe how You charge Satellite Sewer System communities for connection to your Collection System. N/A

I. Do You have the authority to surcharge Satellite Sewer System communities for excessive flows (i.e., for excessive I/1)?

Yes ____ No __X__

j. Have You exercised your authority to surcharge Satellite Sewer System communities for excessive flows (i.e., for excessive I/I)?

Yes ____ No __X__

If yes, identify the Satellite Sewer System communities for which You took this action, when You took the action, and describe the action You took. If no, explain why You did not exercise the authority to surcharge for excessive flows.[2]

ANSWER:

Although MCD's and IHCD's current and past contractual Agreements, do not define "excessive I/I" or authorize MCD to surcharge IHCD for "excessive I/I", both Agreements:

A. Impose(d) a peak wastewater flow reserved capacity discharge limit on IHCD; and,

B. Require(d) IHCD to pay to MCD IHCD's proportionate share of MCD's and GSD's capital costs necessary to provide IHCD with the full amount of IHCD's reserved peak wastewater flow reserved capacity.

Prior to the current 12-14-09 "Wastewater Transportation and Treatment Agreement Between the MCD and the IHCD had purchased ":

A. *1.32 million gallons per day of reserved average daily flow capacity in MCD's and GSD's wastewater facilities; and*

B. *3.32 million gallons of peak hourly flow capacity* in MCD's and GSD's wastewater facilities.

Prior to IHCD's increase in reserved wastewater capacity secured by the 12-8-09 "IHCD

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[2] In the "Information Request" MCD received from the USEPA this sentence appeared to be misnumbered as question #21. From the context of this sentence it appeared that the USEPA actually intended this sentence to be placed after question #20(j), so that is where MCD has placed this sentence for response purposes.

Resolution Number: 2009-04, the 12-14-09 "MCD Resolution Number: 2009-10, and the 12-14-09 "Wastewater Transportation and Treatment Agreement Between the Merrillville Conservancy District and the Independence Hill Conservancy District"; MCD believed IHCD was routinely exceeding IHCD's *reserved 3.32 million gallons of peak hourly flow capacity* in MCD's facilities. Despite MCD's demand that IHCD either purchase additional reserved peak capacity or to cease and desist exceeding IHCD's peak flow limit, IHCD continued to routinely violate IHCD's peak flow reserved capacity limit.

Although MCD did not have the contractual authority to surcharge IHCD, MCD did institute the following legal actions against IHCD for discharging wastewater to MCD in excess of IHCD's *reserved 3.32 million gallons of peak hourly flow capacity* in MCD's facilities:

A. *MCD, et al., (Plaintiffs) v. IHCD, et al. (Defendants)*, Lake Superior Court, Civil Division, Cause No. 45D05-0111-CP-540 (transferred to Cause No. 45D03-0201-CC-00009);

See, **MCD EXHIBIT 27,** hard copy of MCD's 11-21-01 five Count "COMPLAINT" (88 pages) produced with this MCD Response.

See also, **MCD EXHIBIT 27,** a pdf copy of MCD's 11-21-01 five Count "COMPLAINT" (88 pages), which is included on the compact disc produced with this MCD Response.

MCD's 11-21-01 Complaint sought monetary damages from IHCD and a Permanent Injunction prohibiting IHCD from issuing any letters of Sewer Availability to any entity because IHCD had exhausted all of IHCD's reserved peak flow capacity with MCD.

B. On 2-1-02 MCD filed a "POLLUTION COMPLAINT" (46 pages) with the Indiana Department of Environmental Management (*hereinafter*, IDEM), requesting that IDEM impose a sewer connection ban and civil penalties on IHCD due to the overload condition of IHCD's sanitary sewer facilities. On 6-11-02 in response to MCD's 2-1-02 "POLLUTION COMPLAINT" IDEM issued a "Sewer Ban Early Warning Notification" to IHCD to alert IHCD to potential problems and provide IHCD with a period of time to evaluate conditions, plan for possible solutions and arrange funding for any capital improvements that were needed.

See, **MCD EXHIBIT 28,** hard copy of MCD's 2-1-02 "POLLUTION COMPLAINT" (46 pages) produced with this MCD Response.

See also, **MCD EXHIBIT 28,** a pdf copy of MCD's 2-1-02 "POLLUTION COMPLAINT" (46 pages), which is included on the compact disc produced with

this MCD Response.

See, **MCD EXHIBIT 29,** hard copy of IDEM's 6-11-02 "Sewer Ban Early Warning Notification" delivered to IHCD and MCD (4 pages) produced with this MCD Response.

See also, **MCD EXHIBIT 29,** a pdf copy of IDEM's 6-11-02 "Sewer Ban Early Warning Notification" delivered to IHCD and MCD (4 pages), which is included on the compact disc produced with this MCD Response.

C. MCD and IHCD settled the above referenced litigation when IHCD purchased from MCD an additional 2.18 mgd of average daily wastewater capacity and 5.68 mgd of peak hourly flow wastewater capacity to increase IHCD's total reserved capacity in MCD's facilities to 3.5 mgd of average daily capacity (i.e. 1.32 mgd + 2.18 mgd) and 9 mgd of peak hourly flow capacity (i.e., 3.32 mgd + 5.68 mgd) .

IHCD paid MCD a total of $4,955,000 to purchase this additional reserved wastewater capacity from MCD. MCD and IHCD finalized IHCD purchase of this additional capacity through the adoption of IHCD's 12-8-09 "IHCD Resolution Number: 2009-04, MCD's adoption of the 12-14-09 "MCD Resolution Number: 2009-10, and MCD's and IHCD entry of the 12-14-09 "Wastewater Transportation and Treatment Agreement Between the Merrillville Conservancy District and the Independence Hill Conservancy District."

21. Indicate whether the SUO contains procedures for the following:

a. Inspection standards	Yes X	No ___
b. Pretreatment requirements	Yes X	No ___
c. Building/sewer permit issues	Yes X	No ___
d. Inflow prohibition	Yes X	No ___

22. Indicate whether the SUO contains procedures and enforcement authority to control the following:

a. Fats, oils, and grease	Yes X	No ___
b. I/I	Yes X	No ___
c. Building structures over the sewer lines	Yes X	No ___

d. Storm water connections to sanitary lines Yes ____ No X

e. Defects in Private Laterals Yes ____ No X

f. Sump pump or air conditioner discharge Yes ____ No X

Force Mains

23. Identify the total number of Force Main failures that have occurred in the last five years. None

24. Provide a description of the cause(s) of each Force Main failure that has occurred in the last five years. N/A

25. Describe the techniques/approaches You use to monitor the Force Main.

ANSWER:

MCD staff conducts daily inspections (Monday through Friday) of every pump station owned by MCD. In addition, every lift station is monitored by an autodialer system. Therefore, force main performance is monitored through daily staff evaluations of pumping system performance (based on flow chart information, PLC HMI displays, etc.) and receipt of alarm conditions via the autodialer systems.

Pump Stations

26. Provide the following information related to Pump Stations in your Collection System:

a. Total number of Pump Stations in the Collection System 15

b. Number of Pump Stations with on-site pump capacity redundancy 15

c. Number of Pump Stations with dry weather capacity limitations 0

d. Number of Pump Stations with wet weather capacity limitations 1

SUPPLEMENTAL ANSWER:

e. Number of Pump Station failures resulting in SSOs, or Backups, in the last five years 2

f. Number of Pump Stations fed with electrical power from at least two independent electrical power grid feeds 0

g. Number of Pump Stations with permanently installed backup power generators onsite that automatically activate when supplied power is interrupted 15

h. Number of Pump Stations with backup power capability, but only with portable generators to be brought to the Pump Station site from other locations 0

I. Number of Pump Stations with "pump around" capability (i.e., where Pump Station wet well can be evacuated and pumped with portable pump to nearby downstream Sanitary Sewer System manhole) 15

j. Number of Pump Stations where conditions are monitored remotely and that trigger an alarm at a central monitoring location (e.g., at the WWTP or central public works center) 15

Sanitary Sewer Overflows

27. Describe each SSO that has occurred in the Collection System within the last five years. Include the following information for each SSO (create a supplemental table as necessary to list the data below):

a. Date of the SSO
b. Location of the SSO
c. Estimated volume of the SSO (in gallons or million gallons (MG))
d. Cause of the SSO
e. Flow You determined that the SSO occurred
f. Depth of precipitation (in inches) received (if any) contributing to the SSO
g. Peak WWTP flow (in MGD) on the day that the SSO occurred
h. Disposition of the SSO (i.e., did the release reach a waterway, flow to storm sewer, paved areas, etc.)
I. Actions taken to mitigate the SSO
j. Whether or not You reported the SSO to the state environmental agency
k. How soon after the SSO You reported it
I. Whether any samples of the SSO discharge were collected and analyzed

ANSWER:

A. MCD's Taft Street Lift Station, which is located at 6297 Taft Street, Merrillville, IN 46410, experienced an SSO on 10-17-2010 through 10-18-2010 that was caused by an equipment failure. The complete circumstances of this SSO are explained in a Report prepared for MCD by Robinson Engineering, Ltd.

See, **MCD EXHIBIT 30,** hard copy of Robinson Engineering, Ltd.'s April 2011 "Merrillville Conservancy District – October 2010 Turkey Creek Incident Report" (230 pages) produced with this MCD Response.

See also, **MCD EXHIBIT 30,** a pdf copy of Robinson Engineering, Ltd.'s April 2011 "Merrillville Conservancy District – October 2010 Turkey Creek Incident Report" (230 pages), which is included on the compact disc produced with this MCD Response.

B. The Indiana Department of Environmental Management (IDEM) conducts inspections of MCD's facilities in relation to MCD's NPDES Permit No. INJ035548. MCD also files with IDEM monthly "NPDES DISCHARGE MONITORING REPORT(S)" n relation to MCD's NPDES Permit No. INJ035548.

MCD's Main Lift Station, which is located at 6250 Broadway, Merrillville, IN 46410, is MCD's only lift station that has wet weather capacity limitations. As a consequence MCD has a permitted SSO for MCD's Main Lift Station.

To mitigate these wet weather capacity limitations MCD has undertaken "MCD's Main Lift Station Rehabilitation and Upgrade Project" (*hereinafter*, Project), which will increase the maximum pumping capacity of the lift station through the installation of a new wet well and pumps. MCD's Main Lift Station has a current pumping capacity of 4 MGD. After MCD's Project is completed MCD's Main Lift Station will have a peak pumping capacity of 7.8 MGD, which will enable it to handle any peak wastewater flows without any limitations.

MCD has entered a contractual "AGREEMENT" with Thieneman Construction, Inc., in the amount of $2,733,000.00 providing for construction of MCD's Project. MCD gave Thieneman a Notice to Proceed with Construction and MCD's Project has a 5-17-2015 "Final Completion" deadline.

See, **MCD EXHIBIT 31,** hard copies of IDEM's Inspection Reports, MCD's BYPASS / OVERFLOW INCIDENT REPORT, and MCD's NPDES MONITORING REPORTS for the years 2010 through 2013 (87 pages) produced with this MCD Response.

See also, **MCD EXHIBIT 31,** a pdf copy of IDEM's Inspection Reports and MCD's NPDES MONITORING REPORTS, MCD's BYPASS / OVERFLOW INCIDENT REPORT, and MCD's NPDES MONITORING REPORTS for the years 2010 through 2013 (87 pages), which is included on the compact disc produced with this MCD Response.

C. *See*, **MCD EXHIBIT 32,** hard copy of a Table containing "MCD's Field Superintendent's Report of Sanitary Sewer Overflows", which were reported to, addressed, and mitigated by MCD's Field Personnel.

See also, **MCD EXHIBIT 32,** a pdf copy of a Table containing "MCD's Field Superintendent's Report of Sanitary Sewer Overflows", which were reported to, addressed, and mitigated by MCD's Field Personnel, which is included on the compact disc produced with this MCD Response.

28. Identify the number of SSOs that originated from each of the following sources in the last five years:

a. Manholes	2
b. Pump Stations	6
c. Main and trunk sewers	2
d. Lateral and branch sewers	0
e. Structural Bypasses or relief points	0
f. Force Mains	3
g. Other, explain:	8

Other Explanation

See, **MCD EXHIBIT 32,** hard copy of a Table containing "MCD's Field Superintendent's Report of Sanitary Sewer Overflows", which were reported to, addressed, and mitigated by MCD's Field Personnel.

See also, **MCD EXHIBIT 32,** a pdf copy of a Table containing "MCD's Field Superintendent's Report of Sanitary Sewer Overflows", which were reported to, addressed, and mitigated by MCD's Field Personnel.

29. Identify the volume of SSOs expressed in gallons or MG from each of the following sources in the last five years:

a. Pump Stations 1.3562 MG[3]

[3] MCD's 10-17-2010 through 10-18-2010 SSO that was caused by an equipment failure

Information gathered from MCD's monthly "NPDES DISCHARGE MONITORING REPORTS" for the Years 2010 through 2013

- Feb. 2011 - 1 events - .0012 MG
- May 2011 - 3 events - 1.2 MG
- June 2011 - 1 event - .155 MG

b. Force Mains 0

c. Manholes 1.74 MG + 100 gallons

- *See,* Robinson Engineering, Ltd.'s April 2011 "Merrillville Conservancy District – October 2010 Turkey Creek Incident Report" (230 pages) concluded that MCD discharged 1.74 MG from manholes as a result of the equipment failure at MCD's Taft Street Lift Station on 10-17-2010 through 10-18-2010 .

- *See,* 10-22-12 MCD's BYPASS / OVERFLOW INCIDENT REPORT, regarding a 10-17-12 manhole that overflowed and discharged about 100 gallons of wastewater.

d. Other, explain: N/A

30. Identify the number of SSOs caused by the following in the last five years:

a. Debris buildup 0

b. Collapsed pipe 0

c. Root intrusion 0

d. Capacity limitations 5

e. Excessive I/I Unknown

f. Fats, oil, and grease 1

g. Vandalism 0

h. Power interruption and/or lack of backup power source 0

MCD's Taft Street Lift Station is reported a manhole overflow because the Lift Station failure caused wastewater flow to back up and discharge from manholes.

i. Mechanical or electronic failure 1

j. Pump failure and/or lack of backup (or duplex) pumps 0

k. Other, explain:

One SSO occurred when Indiana American Water Company bored through MCD's 8 inch PVC sanitary sewer line.

31. For the SSOs to waterways that are identified in response to Question 27, how many were to surface waters that could affect:

a. Primary contact recreation (swimming, bathing, waterskiing, etc.)

b. Shellfish growing areas

c. Drinking water sources

ANSWER:

A. MCD answers Question 31 as follows based on the opinion of MCD's consulting engineer, James Czarnik, P.E., of Robinson Engineering, Ltd., regarding the SSO caused by MCD's Taft Street Lift Station's equipment failure occurred on 10-17-2010 through 10-18-2010. James Czarnik used IDEM"s *Online e303d Tool* to form his opinion.

a. Primary contact recreation – None

- The stream segment of Turkey Creek, which was impacted by the SSO, is not rated for primary contact

b. Shellfish growing areas – Unknown

- MCD's consulting engineer is not aware if shellfish are present in this stream segment of Turkey Creek, but the stream segment meets the aquatic life user standards

c. Drinking water resources – None

- MCD's consulting engineer is not aware of this stream segment of Turkey Creek being utilized as a drinking water source and it is highly unlikely with Lake Michigan water readily available throughout the area from Indiana American Water Company

B. MCD's gives the same answer to the other MCD Main Lift Station SSO's, which are discussed above in MCD's responses to Questions # 27 through 20 because those SSO's also discharged to a similar and nearby stream segment of Turkey Creek.
See, hard copy of computer screen shots of IDEM's *Online e030d Tool* (3 pages), which MCD's consulting engineer used to answer this Question #31 and is being produced with this MCD Response.

See, **MCD EXHIBIT 33,** hard copies of computer screen shots of IDEM's *Online e030d Tool* (3 pages), produced with this MCD Response.

See also, **MCD EXHIBIT 33,** a pdf copy of computer screen shots of IDEM's *Online e030d Tool* (3 pages), which MCD's consulting engineer used to answer this Question #31, which is included on the compact disc produced with this MCD Response.

32. What equipment is available to You for responding to SSOs?

ANSWER:

- 2, Vactor Jet/Vac trucks, extenda jet
- Portable bypass pumps
- A sanitary sewer television camera truck, equipped with "Pipeline Observation System Management" (POSM) software
- Protective Clothing
- Other Safety Gear
- Hand Tools

On 4-7-14 MCD's Board of Directors passed and approved MCD Resolution Number: 2014-02, which accepts a 4-1-14 "Sales Quotation from Eco Infrastructure Solutions" by which MCD is purchasing a new sanitary sewer televising truck, sanitary sewer camera and accessories, and updated POSM software for $181,487.30. MCD has ordered this new sanitary sewer televising truck and it is currently being prepared at the factory to MCD's specifications for delivery.

See, **MCD EXHIBIT 34,** hard copy of 4-7-14 "MCD Resolution Number: 2014-02 – RESOLUTION OF THE BOARD OF DIRECTORS OF THE MERRILLVILLE CONSERVANCY DISTRICT DETERMINING TO USE IND. CODE § 5-22-10 *ET SEQ.*, SPECIAL PURCHASING METHODS TO PURCHASE SANITARY SEWER TELEVISING EQUIPMENT AND A PIPELINE OBSERVATION SYSTEM MANAGEMENT SOFTWARE PROGRAM" (41 pages) produced with this MCD Response.

See also, **MCD EXHIBIT 34,** a pdf copy of 4-7-14 "MCD Resolution Number: 2014-02 – RESOLUTION OF THE BOARD OF DIRECTORS OF THE MERRILLVILLE CONSERVANCY DISTRICT DETERMINING TO USE IND. CODE § 5-22-10 *ET SEQ.*, SPECIAL PURCHASING METHODS TO PURCHASE SANITARY SEWER TELEVISING

EQUIPMENT AND A PIPELINE OBSERVATION SYSTEM MANAGEMENT SOFTWARE PROGRAM" (41 pages), which is included on the compact disc produced with this MCD Response.

33. Describe how You monitor SSO occurrence and frequency.

ANSWER:

A*ll* of MCD's lift stations are equipped with flow meters, high flow alarms, and auto dialer systems that call out MCD's lift station personnel if peak flows reach points where the lift stations need to be checked to prevent SSOs. Also, MCD's lift station personnel personally inspect all of MCD's lift stations at least once a day Monday through Friday; they monitor lift station performance by inspecting flow meters, flow charts and totalizers; and they also review flow charts and totalizer readings taken during the weekend to determine if any irregularities occurred over the weekend that indicate a SSO occurred.

MCD's Main Lift Station also has a SSO, which is equipped with a dedicated flow meter and 24 hour flow charts and totalizers. MCD's lift station personnel personally inspect the Main Lift Station SSO flow charts and totalizers to see if any SSO occurred at any time.

MCD's business office occasionally receives telephone calls concerning reports of SSOs from manholes. In such cases, MCD's office staff complete a Service Request Form providing contact and location information about the possible SSO. Upon receiving this information from MCD's office staff MCD's District Coordinator and Field Superintendent assign personnel to investigate and determine is a SSO has occurred and to diagnose and correct the problem causing an SSO if one did, in fact, occur. The completed Service Request Form is then closed out and filed in MCD's records.

34. Identify whether You have developed and adopted written procedures or instructions for the following:

a. Identifying SSOs	Yes ____	No X
b. Emergency response for SSOs	Yes ____	No X
c. Reporting all SSOs to the state regardless of size	Yes X	No ____
d. Containment or cleanup to mitigate the effect of SSOs	Yes ____	No X
e. Problem evaluation and resolution	Yes ____	No X

35. Describe your procedure for reporting SSOs to the state environmental agency.

ANSWER:

A. When MCD's Main Lift Station experiences a SSO pursuant to MCD's NPDES Permit INJ035548, MCD records the information as an event on MCD's "NPDES DISCHARGE MONITORING REPORT" form, which MCD files monthly with IDEM.

See above, MCD's Answer 27(B) to Question # 27.

B. When MCD has a SSO in MCD's facilities somewhere other than at MCD's Main Lift Station, MCD promptly transmits to IDEM a completed "BYPASS / OVERFLOW INCIDENT REPORT – State Form 48373 (R4 / 1-10)".

C. *See*, **MCD EXHIBIT 31,** hard copies of IDEM's Inspection Reports, MCD's BYPASS / OVERFLOW INCIDENT REPORT, and MCD's NPDES MONITORING REPORTS for the years 2010 through 2013 (87 pages) produced with this MCD Response.

See also, **MCD EXHIBIT 31,** a pdf copy of IDEM's Inspection Reports and MCD's NPDES MONITORING REPORTS, MCD's BYPASS / OVERFLOW INCIDENT REPORT, and MCD's NPDES MONITORING REPORTS for the years 2010 through 2013 (87 pages), which is included on the compact disc produced with this MCD Response.

See, **MCD EXHIBIT 35,** hard copy of blank "BYPASS / OVERFLOW INCIDENT REPORT – State Form 48373 (R4 / 1-10)" (1 page) produced with this MCD Response.

See also, **MCD EXHIBIT 35,** a pdf copy of blank "BYPASS / OVERFLOW INCIDENT REPORT – State Form 48373 (R4 / 1-10)" (1 page), which is included on the compact disc produced with this MCD Response.

<u>Backups</u>

36. Describe how You document the occurrence of, and response to, Backups.

ANSWER:

MCD's business office receives telephone calls concerning potential back ups. MCD's office staff complete a "Merrillville Conservancy District Service Request" form providing contact and location information about the possible back up. Upon receiving this information from MCD's office staff MCD's Field Supervisor assigns a crew to investigate, televise, jet/clean the sanitary sewer line(s) and remedy the situation. The completed Service Request Form is then closed out and filed in MCD's records.

See also, MCD's responses to Questions # 27 and # 29.

See, **MCD EXHIBIT 36,** hard copy of blank "MERRILLVILLE CONSERVANCY DISTRICT SERVICE REQUEST" form (1 pages) produced with this MCD Response.

See also, **MCD EXHIBIT 36,** a pdf copy of blank "MERRILLVILLE CONSERVANCY DISTRICT SERVICE REQUEST" form (1 pages), which is included on the compact disc produced with this MCD Response, which is included on the compact disc produced with this MCD Response.

See, **MCD EXHIBIT 37,** hard copies of completed "MERRILLVILLE CONSERVANCY DISTRICT SERVICE REQUEST" forms for the Years 2006 through 5-6-14 (370 pages) produced with this MCD Response.

See also, **MCD EXHIBIT 37,** pdf copies of completed "MERRILLVILLE CONSERVANCY DISTRICT SERVICE REQUEST" forms for the Years 2006 through 5-6-2014 (370 pages), which is included on the compact disc produced with this MCD Response.

37. Indicate the month and year when You began to document Backups:

ANSWER:

Prior to 2009, but month and date MCD began documenting Backups is unknown.

38. Provide a description of each Backup that has occurred within the last five years. Include the following information for each Backup (create a supplemental table as necessary to list the data below):

a. Date of the Backup
b. Location of the Backup
c. Cause of the Backup
d. Weather conditions during the Backup. If excessive rainfall contributed to the Backup, please list the rainfall amount and the duration of the rainfall event(s)
e. Methods used to remove the Backup water from the property and disposition of Backup water (i.e., was the property owner's accumulated Backup pumped out of the residence to a street storm sewer drain; relieved to a sanitary cleanout or sanitary drain; transported to the plant for treatment; vacuumed and hauled away; etc.)
Actions taken to mitigate the Backup
g. Time to clear or fix the Backup
h. Whether or not the Backup was reported to the state environmental agency and how soon after the Backup this was done
I. List the measures used to mitigate the environmental harm caused by the Backup water removal, if that water was untreated
j. Responsible party (e.g., private property owner or You)

k. Whether or not a damage claim was filed and dollar value of the claim

ANSWER:

See, MCD's responses to Questions 27 and 29.

39. Are there portions of the Collection System that have chronic problems with Backups?

Yes ____ No X

If yes, list and describe each area and the reasons for chronic Backups in that area.

N/A

Blockages

40. Describe how You document the occurrence of, and response to, Blockages.

See, MCD's response to Question 36.

41. Provide the following information related to Blockages that have occurred in your Collection System in each year for the last five years:

a. Number of Blockages for each year
b. Average time to clear a Blockage (minutes)
c. Number of Blockages resulting in SSOs and/or Backups for each year
d. Total volume of SSOs (gallons or MG) that resulted from Blockages for each year

MCD Response to Question #41: Blockages						
	2009	2010	2011	2012	2013	2014
41a.	2	10	18	5	4	3
41c.	0	1	1	0	0	0
41d.	0	10 gal.	10 gal.	0	0	0

41b. 60 minutes is the average time to clear a backup.

Infiltration and Inflow

42. Provide the following information for I/I in the Sanitary Sewer System:

a. Have You done an assessment to determine the extent of I/I?

Yes __X*__ No ____

If yes, when? (mo/yr)

* MCD has done I/I assessments of the portions of MCD's sanitary sewer facilities described in the following documents.

See, **MCD EXHIBIT 38,** hard copy of August 2002 "MERRILLVILLE CONSERVANCY DISTRICT COMMUNITY UTILITIES FLOW MONITORING REPORT" (679 pages) prepared by Robinson Engineering Ltd., and produced with this MCD Response.

See also, **MCD EXHIBIT 38,** pdf copy of August 2002 "MERRILLVILLE CONSERVANCY DISTRICT COMMUNITY UTILITIES FLOW MONITORING REPORT" (679 pages) prepared by Robinson Engineering Ltd., which is included on the compact disc produced with this MCD Response.

See, **MCD EXHIBIT 39,** hard copy of October of 2002 "MERRILLVILLE CONSERVANCY DISTRICT COMMUNITY UTILITIES SERVICE AREA SANITARY SEWER REHABILITATION AND SYSTEM IMPROVEMENTS STUDY" (53 pages) prepared by R.W. Armstrong & Associates, Engineers, produced with this MCD Response.

See also, **MCD EXHIBIT 39,** pdf copy of October of 2002 "MERRILLVILLE CONSERVANCY DISTRICT COMMUNITY UTILITIES SERVICE AREA SANITARY SEWER REHABILITATION AND SYSTEM IMPROVEMENTS STUDY" (53 pages) prepared by R.W. Armstrong & Associates, Engineers, which is included on the compact disc produced with this MCD Response.

See, **MCD EXHIBIT 40,** hard copy of October of 2007 "SEWER SYSTEM EVALUATION SURVEY – TURKEY CREEK AREA SANITARY SEWER SYSTEM" (35 pages) prepared by R.W. Armstrong & Associates, Engineers, produced with this MCD Response.

See also, **MCD EXHIBIT 40,** pdf copy of October of 2007 "SEWER SYSTEM EVALUATION SURVEY – TURKEY CREEK AREA SANITARY SEWER SYSTEM" (35 pages) prepared by R.W. Armstrong & Associates, Engineers, which is included on the compact disc produced with this MCD Response.

b. Has it been demonstrated that it is more cost effective to eliminate rather than treat I/I?

Yes ___ No X

c. Have You performed a sewer system evaluation study (SSES), as defined in the U.S. EPA Handbook for Sewer System Evaluation and Rehabilitation (December 1975)?

Yes X No ____ **If yes, when? (mo/yr)**

See, MCD's documents produced in response to Question 42a.

d. Have rehabilitation projects been prioritized for correcting I/I problems?

Yes X* No ___

If yes, how far has the I/I elimination program progressed?

In the past MCD has undertaken specific Projects aimed at reducing I/I in specific portions of MCD's system. MCD's most significant I/I project was undertaken in residential subdivisions that were located in the sanitary sewer service territory of Community Utilities of Gary, Inc., which was a privately owned sewer utility that MCD acquired and eliminated. MCD's documents produced in response to Question 42a refer to engineering studies conducted by Robinson Engineering, Ltd., and R.W. Armstrong & Associates, Engineers, which were undertaken in conjunction I/I reduction projects associated with MCD's acquisition of Community Utilities, Inc.

*MCD does not have any discrete rehabilitation projects planned for corrected I/I problems. However, MCD has an ongoing extensive, infiltration abatement program which is a part of MCD's routine sewer maintenance program. *See*, MCD's response to Question 45.

e. Do You or any of your Satellite Sewer System communities have a private source I/I reduction program?

Yes X (IHCD) No X (MCD)

If yes, describe the program.

MCD does not have a private source I/I reduction program.

MCD believes that IHCD has a private source I/I reduction program, which consists of IHCD making a financial contribution to real property owners towards the owners' replacement of Private Laterals.

It is MCD's understanding that IHCD has also completed a response to a USEPA Information Request, which should provide additional information regarding IHCD private source I/I reduction program.

Operation and Maintenance

43. Provide a list of all major improvements to the Sanitary Sewer Collection System in the last five years. Include proposed future capital improvement projects.

A. MCD's Taft Street Lift Station Expansion to 25 MGD Project

MCD's Taft Street Lift Station Expansion to 25 MGD Project was substantially completed on 12-12-2011. MCD paid a total of $3,548,420.00 to construct and complete this Project.

This Project involved the overhaul and rehabilitation of MCD's existing Taft Street Lift Station, which is located at 6297 Taft Street, Merrillville, IN 46410. This lift station had exceeded its 30 year design life. It is an integral part of MCD's sanitary sewer works and needed to be rebuilt to meet MCD's capacity needs over the next 30 years. All of the wastewater flow of MCD's "Satellite Sewer System" user, IHCD, flows through MCD's Taft Street Lift Station and IHCD's flow constitutes 39.41% of the total annual flow pumped by the Lift Station, which now has a total peak flow pumping capacity of MGD.

B. MCD's Main Lift Station and Force Improvements Project – Phase I

In July of 2009 MCD closed out MCD's Main Lift Station and Force Improvements Project – Phase I. MCD paid a total of $1,458,996.62 to construct and complete this Project.

This Project involved making improvements to MCD's Main Lift Station, which is located at 6250 Broadway, and replacing the existing force running from MCD's Main Lift Station to MCD's connection point with GSD's facilities at 46th Avenue and Alley One East in Gary. MCD's Main Lift Station was improved with new pump controls and a new "muffin monster" sewage grinder replaced a bar screen set up. MCD's existing force main was replaced with a new 14 inch force main.

C. MCD's Main Lift Station Rehabilitation and Upgrade Project

MCD is currently constructing "MCD's Main Lift Station Rehabilitation and Upgrade Project", which will increase the maximum pumping capacity of the lift station through the installation of a new wet well and pumps. MCD's Main Lift Station has a current pumping capacity of 4 MGD. After MCD's Project is completed MCD's Main Lift Station will have a peak pumping capacity of 7.8 MGD, which will enable it to handle

any peak wastewater flows without any limitations.

MCD has entered a contractual "AGREEMENT" with Thieneman Construction, Inc., in the amount of $2,733,000.00 providing for construction of MCD's Project. MCD gave Thieneman a Notice to Proceed with Construction and MCD's Project has a 5-17-2015 "Final Completion" deadline.

D. MCD's Independence Hill Conservancy District Connection Structure Project

MCD is currently constructing MCD's MCD's Independence Hill Conservancy District Connection Structure Project, which is located at approximately , which is located at 6760 Taft Street, Merrillville, IN 46410. On 3-11-2014 MCD entered a contractual "Agreement" with Rex Construction Company, Inc., to construct this MCD Project for $98,930.60. On 3-11-2014 MCD provided Rex Construction Company, Inc., with a written Notice to Proceed with the Project, which has a Final Completion Deadline of 7-16-2014.

The purpose of MCD's IHCD Connection Structure Project is to provide IHCD with a second connection point to MCD's sanitary sewer facilities. IHCD is currently constructing IHCD's Taft Street Interceptor Sewer Project, which will connect to the "connection structure" being constructed by MCD's Project.

E. MCD's 73rd Avenue, City of Hobart, Low Pressure Sewer Project

MCD's exclusive sanitary sewer service territory includes a substantial number of existing homes located on 73rd Avenue between Mississippi Street and Clay Street in the City of Hobart, Indiana. Those homes currently dispose of wastewater through individual septic tanks and septic systems, many of which are old and failing and cannot be rebuilt or repaired due to inadequate drainage and poor soil conditions. Consequently, MCD's Board of Directors has decided to make sanitary sewer service available to this area by constructing MCD's 73rd Avenue, City of Hobart, Low Pressure Sewer Project.

MCD has signed a design engineering contract with Robinson Engineering, Ltd., which has plans and specifications for the Project 90% completed. MCD has secured bond funding for this Project, which is expected to cost between $2,000,000 and $3,000,000. MCD hopes to put this Project out for bid towards the end of 2014 or the early part of 2015.

See, **MCD EXHIBIT 41,** hard copy of "MERRILLVILLE CONSERVANCY DISTRICT'S 73RD AVENUE, CITY OF HOBART, LOW PRESSURE SEWER PROJECT" (3 pages) prepared by Robinson Engineering, Ltd., produced with this MCD Response.

See also, **MCD EXHIBIT 41,** pdf copy of "MERRILLVILLE CONSERVANCY DISTRICT'S 73RD AVENUE, CITY OF HOBART, LOW PRESSURE SEWER PROJECT" (3 pages) prepared by Robinson Engineering, Ltd., which is included on the compact disc produced with this MCD Response.

F. MCD's Southmoor Park Sewer Project

The Southmoor Park Subdivision lies in the Town of Merrillville at approximately 78th Avenue and Madison Street. The subdivision has about 80 existing homes, which were built about 40 to 50 years ago, and were served by septic tanks. Over the years about 30 of the homes in Southmoor Park were annexed into MCD's exclusive sanitary sewer service territory and now receive sanitary sewer service from MCD.

The remaining homes in the Southmoor Park Subdivision are have not yet been annexed to MCD's sanitary sewer service territory and are still served by septic tanks. Many of the remaining septic tanks are failing and the soil is now unsuitable for rebuilding the septic tanks. The Town Council of Merrillville and several home owners from Southmoor Park who still have septic tanks have asked MCD to annex the remaining homes in Southmoor Park to MCD's sanitary sewer service territory.

Robinson Engineering, Ltd., has prepared some preliminary cost estimates for several sanitary sewer options MCD could adopt to provide sewer service for the remainder of the Southmoor Park homes. It appears that the most viable alternative to provide sanitary sewer service to all of the remaining homes in Southmoor Park, which currently have septic tanks, will cost approximately $850,000.

MCD is prepared to go forward with annexing a portion of the remaining Southmoor Park homes, which need sanitary sewer service. MCD estimates that installing gravity sewers for serving those homes will cost approximately $250,000 to $300,000. If MCD cannot secure any additional funding MCD intends to annex this portion of the remaining homes in the Southmoor Park Subdivision and then install the sewers.

MCD prefers to annex all of the remaining homes in the Southmoor Park Subdivision to MCD's sanitary sewer service territory and install sewers that will provide sanitary sewer service for all of the remaining homes. However, MCD has obtained a cost estimate from MCD's consulting engineer that it will cost approximately $800,000 for MCD to install new sewer lines that can service the remainder of the subdivision. MCD does not have funding readily available to cover this entire $800,000 cost. However, MCD is currently consulting with officials from the Town of Merrillville to determine if Town officials can secure tax increment financing district funding to contribute towards this Project. If the Town of Merrillville and MCD can collectively fund the installation of sewers for the entire subdivision MCD plans to annex the entire Southmoor Park Subdivision.

In any event, MCD expects to annex at least a part of the Southmoor Park Subdivision and install sanitary sewers there within the next year.

44. Have You developed a capacity, management, operation, and maintenance (CMOM) program, as defined in the U.S. EPA Guide for Evaluating Capacity, Management, Operation, and Maintenance (CMOM) Programs at Sanitary Sewer Collection Systems (January 2005)?

Yes ____ No __X__ If yes, when? _____ (mo/yr)

SUPPLEMENTAL ANSWER:

Regarding this question, MCD's consulting engineer, James Czarnik, P.E., of Robinson Engineering, Ltd., stated:

> "Although MCD's operations entail most of the elements contained in a capacity, management, operation, and maintenance (CMOM) program, MCD does not have a formal document that comprises an official CMOM. Therefore, the answer is 'no.'".

45. Describe the operation and maintenance (O&M) procedures You have in place to locate and eliminate problems in Your Collection System that would cause or contribute to SSOs and Backups. These procedures can include, but are not limited to, grease control, root control, sewer cleaning, I/I evaluation, problem area targeting, down spout disconnection program, etc.

A. During regular business hours on Mondays through Fridays MCD usually has an average of eight (8) full time field crew employees operating MCD's (2) jet-vac trucks with extenda-jet capabilities and a sanitary sewer televising truck set-up. These MCD employees televise and clean sewer lines, cut tree roots from sewers, identify problem areas such as cracks and breaks in sewer lines or open pipe joints that allow ground water to infiltrate and tree roots to grow into and block MCD's sewer lines. MCD's field crews also identify areas in sewer lines that might develop into future problem areas.

After sewer lines are cleaned, televised, and problem areas are identified, MCD's field crew employees install fiberglass pipe patches in the sewer lines to repair cracked and broken sewer lines or open pipe joints. This pipe repair process as part of MCD's Sewer Point Repair Program.

MCD implemented MCD's Sewer Point Repair Program in August of 2010. MCD has installed 350 fiberglass point repairs since August 2010 and has another 75 kits on-hand to be installed this year. MCD has spent over $325,000 on fiberglass pipe patch repair kits and equipment, not including the cost of MCD's in house labor required to install the pipe repair kits.

To make a sewer point repair MCD's field crew inserts into a sewer manhole a steel cable, which is attached to a mechanical tracked crawler that drags the cable to the next manhole in the sewer line. MCD's crew then attaches to the cable an inflatable air bladder, which is wrapped with a 4' length fiberglass pipe patch covered with wet epoxy. A compressed air line is connected to the inflatable bladder and the cable.

MCD's field crew then pull on the cable, dragging the fiber class pipe patch, compressed air line, and inflatable bladder into the sewer line where the pipe patch is centered on the cracked or broken area of the sewer pipe. The compressed air hose is then used to fill the air bladder to the pressure necessary to inflate the bladder to a point where it fully opens the fiberglass pipe patch so that it firmly conforms to the inside shape of the pipe and covers (i.e., patches) the crack or break in the pipe. The air bladder is kept fully inflated for a four hour period, during which the epoxy dries and bonds with the interior pipe surface, locking the pipe patch in place. Then MCD's field crew deflate the air bladder and use the cable to pull the air bladder and compressed air hose out of the pipe, which completes the pipe patching process.

B. MCD's Industrial Pretreatment Program also has a grease abatement program for restaurants, which requires them to have grease traps that are regularly emptied to third party carriers and are subject to MCD's inspection.

46. Indicate whether You have developed and adopted written procedures or instructions for the following:

a. Collection system maintenance Yes ____ No X

b. Collection system capacity management Yes ____ No X

47. Do You have a long-range wastewater Capital Improvement Project (CIP) Plan for sewer system rehabilitation, replacement, and expansion?

Yes ____ No X

If yes, over what time horizon (e.g., five years, 10 years, etc.)?

ANSWER: N/A

48. Describe how You strive to ensure the long-term viability of your Collection System.

ANSWER:

See, MCD's Answers 42, 43, 45.

Also, MCD has a District Coordinator and Field Superintendent. They jointly supervise 8 full

time employees who work on sewer line maintenance and repair; and 3 employees who monitor and work on MCD's 15 lift stations, all year, Monday through Friday. MCD's maintenance staff react to and correct emergency situations. But most importantly, MCD's maintenance program is proactive. MCD's employees strive to identify potential problems with MCD's collection system and take corrective action before a system failure occurs.

MCD's Board of Directors and District Coordinator also regularly consult with MCD's engineering, financial, and legal consultants to identify and carry out capital improvement projects on an on-going basis.

49. Does the Sanitary Sewer System experience chronic O&M problems that are attributed to design problems?

Yes ____ No _X_

If yes, provide a brief explanation.

ANSWER: N/A

50. Does the Sanitary Sewer System experience chronic O&M problems that are the result of construction issues in the system?

Yes ____ No _X_

If yes, provide a brief explanation.

ANSWER: N/A

51. Do You physically inspect all Sanitary Sewer System manholes on a defined frequency?

Yes _X_ No ____

If yes, on what frequency: every _____ months (e.g., every 36 months)

ANSWER:

MCD's maintenance crew cleans and televises sanitary sewers on an almost daily basis. Every time a manhole is opened for televising and/or jetting sewer lines the manholes are visually inspected.

52. List the frequency of cleaning sewers and manhole basins for the following:

a. Largest sewers: every _____ months (e.g., every 36 months)

b. Smaller sewers: every _____ months

ANSWER:

A. MCD 48" Interceptor Rehabilitation Project

In approximately the year 2001, MCD experienced a manhole failure on MCD's 48" interceptor sewer which travels north on Taft Street towards MCD's connection point with GSD. *See*, **MCD'S EXHIBIT 6**, map of "Major MCD Facilities and Capacity Routing Schematic". MCD hired a contractor to repair the manhole on an emergency basis.

MCD's consulting Engineering firm, R.W. Armstrong, then supervised a television study of MCD's entire 48" inch interceptor sewer. That 48" sewer is made from concrete, which is reinforced with steel wire mesh. The televising revealed that significant portions of the interior concrete and steel reinforcement mesh of the 48" inch sewer had eroded, which was caused by the sulfuric acid gas that was being released by the wastewater transported through the interceptor sewer.

Consequently, MCD undertook and completed an Indiana Public Works Project entitled, MCD's 48 Inch Interceptor Rehabilitation Project. MCD awarded the contract for this Project to Kenny Construction Company, which is headquartered in Northbrook, IL. Kenny Construction Company hired a subcontractor, Insituform, which conducted by pass pumping for MCD's 48" interceptor sewer line and installed hard fiberglass linings in the problems areas, which were identified by MCD's televising of MCD's 48" interceptor sewer. MCD completed this Project at the cost of approximately $1,000,000.

B. MCD's maintenance crew cleans and televises MCD's smaller sanitary sewers on an almost daily basis.

53. Do You conduct internal smoke testing to evaluate the condition of the Collection System?

Yes __X__ No ____

If yes, on what frequency? Every ____ months (e.g., every 36 months)

MCD has conducted smoke testing of MCD's sewers on an as needed basis.

See, MCD's Answer 54.

54. When did You last perform smoke testing of the Collection System, in what area, and for what reason?

A. Turkey Creek Subdivision I/I Study and Abatement

In 2007 MCD's consulting engineer, R.W. Armstrong, performed a "SEWER SYSTEM EVALUATION SURVEY – TURKEY CREEK AREA SANITARY SEWER SYSTEM". *See*, **MCD EXHIBIT 40,** (35 pages), produced for MCD's Answer 45. This evaluation involved some smoke testing.

The purpose of this evaluation was to identify areas in the Turkey Creek Subdivision sewers that were significant sources of I/I, so MCD's Board of Directors could decide what actions to undertake to diminish I/I from those sewers. The evaluation located many cracked sewer pipes, locations of sewer line root blockages, and some sources of inflow from existing homes. As a result of this evaluation, MCD's field crews used MCD's equipment to clean and cut roots from problem sewers located by the survey. After that MCD hired a contractor to treat the Turkey Creek Subdivision lines with a chemical that was supposed to keep tree roots from regrowing. MCD also hired a contractor to install some fiberglass point repairs in these sewers.

Importantly, this evaluation convinced MCD's Board of Directors that MCD needed to develop and implement an in-house MCD Point Repair Program, which should be conducted as a permanent, on-going part of MCD's maintenance program. Consequently, MCD's in-house Sewer Point Repair Program was implemented and began full time operation in August of 2010. *See above*, MCD's Answer 45. MCD's personnel completed installing point repair patches in the problem areas identified by the 2007 evaluation of the Turkey Creek Subdivision sanitary sewers.

B. MCD's Acquisition of Community Utilities of Gary, Inc., and USEPA Grant to MCD to Eliminate SSO's from Community Utilities' Gravity Sewer and Collection System

1. Documents referred to in this section contained in **MCD'S EXHIBIT 42** (23 pages)

On 2-28-2001 MCD annexed to MCD's territory the sanitary sewer service territory served by a privately owned sewer utility known as Community Utilities of Gary, Inc. See, 2-28-2001 "ORDER – ENTRY ORDERING THE ANNEXATION OF CERTAIN DESCRIBED AREAS TO THE MCD" entered In the Matter of the Merrillville Conservancy District, Cause No. C62-509, Lake Circuit Court.

On 4-4-2001 the Indiana Utility Regulatory Commission issued an Order approving MCD's takeover of Community Utilities of Gary, Inc., and Community to surrender its Certificate of Territorial Authority to render sewage service in Lake County, Indiana. *See*, IURC'S 4-4-2001 Order in Cause No. B-1339.

At the time MCD acquired Community Utilities of Gary, Inc., Community was the subject of an 8-15-1991 "AGREED ORDER" with the Indiana Department of Environmental Management (IDEM) Community Utilities. This Agreed Order found that:

a. Community had a WWTP that served 882 homes in the Innsbrook, Bel-Oaks, Wright Manor, and Bon Aire Subdivisions;

b. Community's WWTP was in violation of its NPDES permit in many ways, including the presence of two (2) unauthorized bypass points that allowed raw sewage to enter waters of Indiana;

c. Community's collection system had a "severe I/I of clear water into the collection system; and

d. Imposed compliance requirements on Community.

Community failed to meet almost all of the 8-15-1991 Agreed Order's compliance requirements.

To perform a public service and assist in abating the health and water pollution dangers presented by Community, MCD agreed to acquire Community and entered a 10-15-2001 "MODIFIED AGREED ORDER" in Cause No. B-1339. This Modified Agreed Order imposed compliance requirements on MCD related to Community's WWTP and Community's severe I/I problems. MCD satisfied the compliance requirements imposed by the 10-15-2001 Modified Agreed Order, including the elimination of Community's WWTP, and issued a close-out letter to MCD stating that MCD satisfied the compliance requirements stated in the Modified Agreed Order.

2. Documents referred to in this section contained in **MCD'S EXHIBIT 43** (40 pages)

On 1-18-2002 MCD submitted a grant "APPLICATION FOR FEDERAL ASSISTANCE", regarding MCD's Community Utility of Gary, Inc.'s Sanitary Sewer Overflow Elimination Project, to the USEPA, 77 West Jackson Boulevard, WS-15J, Chicago, IL 60604-3590.

In relation to this Application MCD prepared a 1-25-2002, "Narrative and Environmental Assessment for the MCD Sanitary Sewer Overflow Elimination and Rehabilitation Project.

On 6-25-2002 MCD submitted to the USEPA updated information for MCD's Application for Federal Assistance.

On 8-7-2002 the USEPA notified MCD that MCD's Application for Federal Assistance was granted in the amount of $470,500 (Grant No. XP975898-01).

On 3-38-2005 MCD issued to the USEPA a "CERTIFICATION OF PROJECT COMPLETION" for MCD's Project, which was partly funded by Grant No. XP975898-

01.

3. Documents referred to in this section contained in **MCD'S EXHIBIT 44** (10 pages)

MCD's Community Utilities Service Area Sanitary Sewer Overflow Elimination and Rehabilitation Project was completed via the following Projects, which included sewer televising and smoke testing:

a. MCD's "COMMUNITY UTILITIES SYSTEM SANITARY SEWER TELEVISING PROJECT". *See,* 2-2-2002 "AGREEMENT" between MCD and National Power Rodding in the amount of $118,200.00;

b. MCD's "COMMUNITY UTILITIES SERVICE AREA SANITARY SEWER REHABILITATION PROJECT. See, 8-11-2003 "AGREEMENT" between MCD and Insituform Technologies USA, Inc., and 2-4-2001 "CHANGE ORDER No. 1"; final contract amount was $1,417,230.70.

c. MCD's "COMMUNITY UTILITIES SERVICE AREA SANITARY SEWER OVERFLOW RELIEF PROJECT". *See*, 11-3-2003 "AGREEMENT" between MCD and Woodruff & Sons, Inc., in the amount of $610,391.97;

55. Has the Collection System experienced corrosion problems in the last five years?

Yes ____ No _X_

If yes, describe the location where these occurred and if these areas are chronic problem areas.

ANSWER: N/A

56. Do You have a corrosion control program in place?

Yes ____ No _X_

If yes, what has been the preferred treatment or prevention program selected or implemented?

ANSWER: N/A

57. Do You televise the sewers to evaluate the condition of the Collection System?

Yes _X_ No ____

58. Do You operate an industrial pretreatment program approved by EPA or the State?

Yes __X__ No ____

Customer Complaints

59. Describe how You receive, document, and respond to customer complaints regarding the Sanitary Sewer System.

See, MCD's Answer 36.

60. Provide the following information related to Sanitary Sewer System user complaints:

a. Number of user complaints received each year for the last five years

- 2009: 57
- 2010: 44
- 2011: 53
- 2012: 49
- 2013: 46
- 1-1-2014 through 5-6-2014: 34

b. Number of user complaints received each year for the last five years that were your responsibility

- 2009: 2
- 2010: 5
- 2011: 7
- 2012: 1
- 2013: 3
- 1-1-2014 through 5-6-14: 9

c. Number of claims received and damages paid each year for the last five years

- 2009: 0
- 2010: 0
- 2011: 0
- 2012: 0
- 2013: 0
- 1-1-2014 through 5-6-14: 0

d. Number of claims received for damages that were denied each year for the last five years

- 2009: 0
- 2010: 0
- 2011: 0
- 2012: 0
- 2013: 0
- 1-1-2014 through 5-6-14: MCD received 2 claims, which MCD turned over to MCD's insurer, Cincinnati Insurance Company, which denied both claims

See, MCD's Response to Question 36.

See, **MCD EXHIBIT 37**, hard copies of completed "MERRILLVILLE CONSERVANCY DISTRICT SERVICE REQUEST" forms for the Years 2006 through 5-6-14 (370 pages) produced with this MCD Response.

See also, **MCD EXHIBIT 37**, pdf copies of completed "MERRILLVILLE CONSERVANCY DISTRICT SERVICE REQUEST" forms for the Years 2006 through 5-6-2014 (370 pages), which is included on the compact disc produced with this MCD Response.

61. Provide the number of public health or other warnings You issued that were attributed to wastewater each year for the last five years and the dates of each such warning.

ANSWER: None.

<u>Financial Information</u>

62. Provide the following information related to customer billing for use of your Sanitary Sewer System:

a. Current rate schedule for residential customers

ANSWER:

I. MCD's residential rates are established, in part, by MCD's 12-29-2011, "MCD Resolution Number: 2011-10 – RESOLUTION ESTABLISHING NEW RATES AND CHARGES FOR THE MCD".

See, **MCD EXHIBIT 45**, hard copy of MCD Resolution Number: 2011-10 (3 pages) produced with this MCD Response.

See also, **MCD EXHIBIT 45**, pdf copy of MCD Resolution Number: 2011-10 (3 pages), which is included on the compact disc produced with this MCD Response.

ii. MCD's residential rates are established, in part, by a "Special Benefits Tax"

that MCD levies on all of the real property lying in MCD's sanitary sewer service territory. MCD imposes this Special Benefits Tax pursuant to Ind. Code § 14-33-21-5 and I.C. § 14-33-7-3. MCD's Special Benefits Tax Rate must be approved annually by the Indiana Department of Local Government Finance. MCD's Special Benefits tax rate for real estate located in MCD's territory for the 2012 Tax Year, payable in 2013, was $.1511 per $100 of assessed valuation based on MCD's total assessed value of $2,038,051,600.

See, **MCD EXHIBIT 46**, hard copies of the following Indiana statutes:

I.C. § 14-33-21-5: "Special benefits taxes"; and

I.C. § 14-33-7-3: "Maximum tax rate".

iii. MCD's residential rates are established, in part, by MCD's 12-29-2011, "MCD Resolution Number: 2012-02 –MCD'S RESOLUTION AMENDING TAP-IN FEE SCHEDULE AND ESTABLISHING INDUSTRIAL USER PRETREATMENT PROGRAM NON-COMPLIANT USER CHARGE". MCD Tap-In Fees are only charged to residential customers, who are connecting a newly built home to MCD's sewers.

See, **MCD EXHIBIT 47**, hard copy of MCD Resolution Number: 2012-02 (10 pages) produced with this MCD Response.

See also, **MCD EXHIBIT 47**, pdf copy of MCD Resolution Number: 2012-02 (10 pages), which is included on the compact disc produced with this MCD Response.

b. Average annual bill for the typical residential household for each year for the last five years

ANSWER:

i. The portion of an average annual user charge bill of a typical residential household as determined by MCD Resolution Number: 2011-10 is stated as follows:

2009 through 2012 = $232.80 per year

2013 = $305.10 per year; and

ii. The annual special benefits tax portion of a typical residential household, with a homestead real estate tax exemption for the Years 2009 through 2013 is approximately $200 per year, which is determined by multiplying MCD's special benefits tax rate times the assessed valuation of the residence minus the value of the homestead exemption.

c. Whether the residential rate is based on water consumption, a flat rate, or a combination of both water consumption and flat rate

ANSWER:

Most of MCD's residential customers obtain their potable water from Indiana American Water Company. The user charge portion of those residential customer's water bill is based on their metered consumption of Indiana American Water Company potable water.

As stated above in MCD's Answers to Questions 62(a) and 62(b) a portion of a homeowner's residential rate is also includes the amount of MCD's special benefits tax that is levied on the homeowner's real estate.

d. Volume of water assumed to be used per household if residential rate based on a flat rate, whether entirely or partially

ANSWER:

A small portion of MCD's residential customers obtain their potable water from personally owned unmetered wells. MCD Resolution Number: 2011-10 establishes the following flat user charge rates for these "well water" residential users:

MCD's Monthly Sewer Bill for Residential Unmetered Well Water Users		
Number of Occupants	Assumed Usage	1-1-2014
1	2,000 gallons	$17.00
2	3,000 gallons	$20.20
3	4,000 gallons	$23.45
4 or more	6,000 gallons	$29.95

e. Month and year when the last wastewater and/or Sanitary Sewer System related customer rate increase occurred

ANSWER:

i. MCD Resolution Number: 2011-10 phased in a User Charge rate increase on 1-1-2014

ii. MCD Resolution Number: 2012-02 instituted an entirely new system development charge basis for MCD Tap-In fees effective on 10-20-2012.

f. History of rate increases for the past 10 years

ANSWER:

The following documents are contained in **MCD EXHIBIT 48**:

i. "MCD Resolution No. 03-06 – RESOLUTION ESTABLISHING NEW RATES AND CHARGES FOR THE MCD";

ii. MCD "RESOLUTION 04-05 – RESOLUTION ADJUSTING NEW RATES AND CHARGES FOR THE MCD";

iii. MCD "RESOLUTION NO. 04-06 – RESOLUTION ESTABLISHING NEW RATES AND CHARGES FOR THE MCD";

iv. "MCD RESOLUTION NO. 2010-02 – MCD'S RESOLUTION TO AMEND TAP-IN FEE RESOLUTION"

See, **MCD EXHIBIT 48**, hard copy(9 pages) produced with this MCD Response.

See also, **MCD EXHIBIT 48**, pdf copy (9 pages), which is included on the compact disc produced with this MCD Response.

v. MCD Resolution Number: 2011-10 phased in a User Charge rate increases on 1-1-2012, 1-1-2013, and 1-1-2014; *See*, **MCD EXHIBIT 45** .

vi. MCD RESOLUTION NUMBER 2012-02 updated MCD's Tap-In Fee Resolution; *See*, **MCD EXHIBIT 47.**

g. Process by which rate increases are approved (i.e., unilaterally by the public works department/wastewater or water utility/city/village; elected official(s) approval; voter referendum; etc.)

i. MCD's user charge resolutions are implemented on authority of and though MCD's compliance with the following Indiana statutes:

I.C. § 14-33-5-21: "...Powers of Board..."

I.C. § 14-9-23-25: "Establishment of fees" pursuant to enumerated factors after notice and public hearing;

I.C. § 5-3-1-2: "Publication of notices";

I.C. § 36-9-23-26: Public "Hearing on proposed fees" and adoption of rate resolution; and

I.C. § 36-9-23-26.1: "Objection to rates – Petition – Bond – Notice and hearing – Order"

See, **MCD EXHIBIT 49**, hard copies of Indiana Conservancy District rate setting statutes(15 pages) produced with this MCD Response.

See also, **MCD EXHIBIT 49**, pdf copies of Indiana Conservancy District rate setting statutes(15 pages), which is included on the compact disc produced with this MCD Response.

ii. MCD's Special Benefits tax rate is set pursuant to the annual budgetary procedures governing Indiana political subdivisions and special taxing districts. Annually, MCD's Board of Directors passes a resolution adopting a proposed budget that establishes a proposed Special Benefits Tax rate. Pursuant to published notice MCD's Board of Directors has a public hearing on MCD's budget resolution at which members of the public have an opportunity to be heard. MCD's Board then votes on whether to adopt or make changes to the Budget Resolution. After MCD's Board adopts the Budget Resolution MCD's proceeds to budgetary hearings before the Indiana Department of Local Government, which either approves or makes changes to and then approves MCD's proposed budget. Eventually the DLGF issue and Order approving MCD's budget for the year in question, which sets MCD's Special Benefits Tax rate.

h. Process by which customers of Sanitary Sewer System are billed (i.e., which department; by You or by GSD)

I. MCD's office staff obtains water usage meter readings from Indiana American Water Company and uses those readings to bill MCD's customers bi-monthly according to the rates currently set by MCD Resolution 2011-10

ii. Bi-Annual Real estate tax bills sent to real property owners bill all of the owners of real estate in MCD's sanitary sewer service territory for MCD's Special Benefits Taxes.

63 through 66. Financial Questions

ANSWER:

MCD's financial consultant, John D. Julien, of H.J. Umbaugh & Associates, prepared a 4-22-2014 report and accounting schedules (14 pages) for MCD to use as responses to this USEPA "INFORMATION REQUEST. It will be cited below to respond to Questions 63 through 66.

See, **MCD EXHIBIT 50**, hard copies of H.J. Umbaugh & Associates' 4-22-2014 report and accounting schedules (14 pages) produced with this MCD Response.

See also, **MCD EXHIBIT 50**, pdf copies of H.J. Umbaugh & Associates' 4-22-2014 report and accounting schedules (14 pages), which is included on the compact disc produced with this MCD Response.

63. Provide the following information related to the revenue received from Sanitary Sewer System user charges:

a. Total annual revenue received for each year for the last five years

ANSWER:

See, **MCD EXHIBIT 50,** p. 2.

b. Percent of total annual revenue received used for long-term debt for each year for the last five years

ANSWER:

See, **MCD EXHIBIT 50,** p. 3.

c. Percent of total annual revenue used for collection and conveyance of wastewater for each year for the last five years

ANSWER:

See, **MCD EXHIBIT 50,** p. 4.

64. Provide the following information related to the revenue received from other sources (e.g., property tax, tap-in fees, etc.) used for O&M of your Sanitary Sewer System:

a. Total annual revenue received for each year for the last five years

ANSWER:

See, **MCD EXHIBIT 50,** p. 2.

b. Percent of total annual revenue used for long-term debt for each year for the last five years

ANSWER:

See, **MCD EXHIBIT 50,** p. 5.

c. Percent of total annual revenue used for collection and conveyance of wastewater for each year for the last five years

ANSWER:

See, **MCD EXHIBIT 50,** p. 6.

65. Provide your budget for the wastewater activity for the current year including proposed wastewater system capital improvements.

ANSWER:

See above, MCD's Answer 3.

See, **MCD EXHIBIT 19,** hard copy of MCD's "ORDINANCE OR RESOLUTION FOR APPROPRIATIONS AND TAX RATE" (13 pages) Number 2013-02 regarding MCD's 2014 Budget produced with this MCD Response.

See also, *See*, **MCD EXHIBIT 19,** a pdf copy of MCD's "ORDINANCE OR RESOLUTION FOR APPROPRIATIONS AND TAX RATE" Number 2013-02 regarding MCD's 2014 Budget (13 pages), which is included on the compact disc produced with this MCD Response.

66. Provide the following fiscal information related to your Collection System for the most recent service year (identify which months You consider your service year):

a. O&M expenditure for your Collection System

ANSWER:

See, **MCD EXHIBIT 50,** pp. 8-12.

MCD's Schedule of "Unaudited Operation and Maintenance Expense for the Twelve Months ... Allocated to Function"....

For the Twelve Months Ended 12-31-2009; *See,* **MCD EXHIBIT 50,** p. 8;

For the Twelve Months Ended 12-31-2010; *See,* **MCD EXHIBIT 50,** p. 9;

For the Twelve Months Ended 12-31-2011; *See,* **MCD EXHIBIT 50,** p. 10;

For the Twelve Months Ended 12-31-2012; *See,* **MCD EXHIBIT 50,** p. 11;

For the Twelve Months Ended 12-31-2013; *See,* **MCD EXHIBIT 50,** p. 12; and

EXPLANATION OF ALLOCATION REFERENCES; *See,* **MCD EXHIBIT 50,** p. 13.

b. Annual depreciation for your Collection System

ANSWER:

See, **MCD EXHIBIT 50,** p. 14.

c. Annual debt service (principal plus interest) for your Collection System

ANSWER:

See, **MCD EXHIBIT 50,** p. 7.

67. Provide the total annual cost paid to GSD for wastewater related services for service years 2012 and 2013.

ANSWER:

Total Annual Costs Paid to GSD			
Year	Treatment Charges	Capital Costs	Annual User Charges & Capital Cost True-Ups
2012	$2,200,263.10	$525,931.32	Pending in Negotiations
2013	$2,318,819.50	$530,000.00	Pending in Negotiations

68. Identify how You bill customers in your Sanitary Sewer System service area for stormwater collection and management (e.g., separate stormwater utility fee, incorporation into sewer or wastewater bill, etc.).

ANSWER: N/A

MCD has no jurisdiction over stormwater.

69. If You utilize a stormwater utility fee or any other user fee that is different from the sewer or wastewater user charge, do You factor in acreage and permeability into the stormwater fee or bill?

ANSWER: N/A

MCD has no jurisdiction over stormwater.

If yes, please describe. N/A

70. Do You recover all or a portion of the costs associated with the O&M of your storm sewer system from the user fees You collect from customers for wastewater related services?

ANSWER: N/A

MCD has no jurisdiction over stormwater.

If yes, what percentage? If less than 100%, indicated from where else You recover your storm sewer system O&M costs. N/A

71. Are there portions of your Sanitary Sewer System service area that are not served by separate storm sewers?

ANSWER: No

If yes, please describe. N/A

CERTIFICATION OF AUTHORIZED OFFICIAL OF
THE MERRILLVILLE CONSERVANCY

I certify under penalty of law that this response and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person(s) who manage the system, or those person(s) directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of a fine and imprisonment for knowing violations.

SIGNED THIS 16TH DAY OF MAY, 2014.

CHARLES STOJAKOVICH
District Coordinator
Merrillville Conservancy District
6251 Broadway
Merrillville, IN 46410

Telephone: 219-472-8000
Fax: 219-980-8035
Email: cstojakovich@mcdin.com

CERTIFICATE OF SERVICE

I, William L. Touchette, hereby certify that a copies of the foregoing "MERRILLVILLE CONSERVANCY DISTRICT'S RESPONSE TO U.S. ENVIRONMENTAL PROTECTION AGENCY'S 2-14-2014 "INFORMATION REQUEST" and separately filed MCD EXHIBITS 1 THROUGH 50 were served by first class U.S. mail, postage prepaid on May 16, 2014, on the following person:

Water Enforcement and Compliance Assurance Brand (WC-15J)
U.S. Environmental Protection Agency, Regency 5
Attn: Jennifer Welch, Environmental Engineer
77 West Jackson Boulevard
Chicago, IL 60604-3590

WILLIAM L. TOUCHETTE
Ind. Attorney No. 1930-49
Post Office Box 10038
Merrillville, IN 46411-0038

Telephone: 219-980-1919
Fax: 219-662-2698
Email: wtouche@touchelaw.com

Attorney for Merrillville Conservancy District

INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
We Protect Hoosiers and Our Environment.

Mitchell E. Daniels, Jr.
Governor

Thomas W. Easterly
Commissioner

100 North Senate Avenue
Indianapolis, Indiana 46204
(317) 232-8603
Toll Free (800) 451-6027
www.idem.IN.gov

VIA ELECTRONIC MAIL April 30, 2012

Mr. Charles Stojakovich, District Coordinator
Merrillville Conservancy District
6250 Broadway
Merrillville, Indiana 46410

Dear Mr. Stojakovich:

Re: Final NPDES Permit No. INJ035548
Merrillville Conservancy District Collection System
Lake County

Your application has been processed in accordance with Sections 402 and 405 of the Federal Water Pollution Control Act as amended, (33 U.S.C. 1251, et seq.), and IDEM's permitting authority under IC 13-15.

Please note that this permit issuance can be appealed. An appeal must be filed under procedures outlined in IC 13-15-6, IC 4-21.5, and the enclosed public notice. The appeal must be initiated by you within 18 days from the date this letter is postmarked, by filing a request for an adjudicatory hearing with the Office of Environmental Adjudication (OEA), at the following address:

Office of Environmental Adjudication
Indiana Government Center North
100 North Senate Avenue, Room 501
Indianapolis, IN 46204

Please send a copy of any such appeal to me at IDEM, Office of Water Quality-Mail Code 65-42, 100 North Senate Avenue, Indianapolis, Indiana 46204-2251.

The permit should be read and studied. It requires certain action at specific times by you, or your authorized representative. You may wish to call this permit to the attention of your consulting engineer and/or attorney.

MCD EXHIBIT 1

If you have any questions concerning your operational permit, please contact Leigh Voss at 317/232-8698. Questions concerning appeal procedures should be directed to the Office of Environmental Adjudication, at 317/232-8591.

Sincerely,

Paul Higginbotham, Chief
Permits Branch
Office of Water Quality

Enclosures
cc: Lake County Health Department
NWRO
Robinson Engineering

STATE OF INDIANA

DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

AUTHORIZATION TO OPERATE A COLLECTION SYSTEM UNDER 327 IAC 3-4

In accordance with the Indiana Department of Environmental Management's (IDEM's) permitting authority under IC 13-15 and 327 IAC 3-4, this operational permit is being issued to the

MERRILLVILLE CONSERVANCY DISTRICT

hereinafter referred to as "the permittee." The permittee owns and/or operates a sanitary sewer system located in Merrillville, Indiana, Lake County. The permittee's sanitary sewer system conveys wastewater to the Gary Sanitary District's wastewater treatment facility for treatment.

Effective Date: June 1, 2012.

Expiration Date: May 31, 2017.

In order to receive authorization to discharge beyond the date of expiration, the permittee shall submit such information and application forms as are required by the Indiana Department of Environmental Management. The application shall be submitted to IDEM at least 180 days prior to the expiration date of this permit, unless a later date is allowed by the Commissioner in accordance with 327 IAC 5-3-2 and Part II.A.5 of this permit.

Issued on April 30, 2012, for the Indiana Department of Environmental Management.

Paul Higginbotham, Chief
Permits Branch
Office of Water Quality

COLLECTION SYSTEM DESCRIPTION

The Merrillville Conservancy District operates a sewer collection system. The Merrillville Conservancy District transports wastewater to the Gary Sanitary District Wastewater Treatment Plant (WWTP).

The wastewater collection system is 100% separate sanitary sewers by design with no bypass points and one (1) Sanitary Sewer Overflow (SSO) point.

PART I

A. SANITARY SEWER OVERFLOW PROHIBITION AND MONITORING REQUIREMENTS

1. During the period beginning on the effective date of this permit and lasting until the expiration date, the permittee is required to monitor and report any discharges from the collection system, other than the intended discharge into the Gary Sanitary District collection system, in accordance with the conditions set forth in the permit.

   Overflows in the sanitary sewer system or in a sanitary portion of a combined sewer system are expressly **prohibited** from discharging at any time. Should any release from the sanitary sewer system occur, the permittee is required to notify the Enforcement Section of the Office of Water Quality orally within twenty-four (24) hours and in writing within five (5) days of the event in accordance with the requirements in Part II.C.2.b of this permit. The correspondence shall include the duration and cause of discharge as well as the remedial action taken to eliminate it.

   The following SSO point has been identified as being present in the collection system:

SSO #	Location	Receiving Stream
001	6250 Broadway Lift Station 41° 30' 14.6" N 87° 20' 13.45" W	Turkey Creek

2. Minimum Narrative Limitations

   Discharge from any portion of the sewer system shall not cause receiving waters:

   a. including the mixing zone, to contain substances, materials, floating debris, oil, scum or other pollutants:

      (1) that will settle to form putrescent or otherwise objectionable deposits;

      (2) that are in amounts sufficient to be unsightly or deleterious;

      (3) that produce color, visible oil sheen, odor, or other conditions in such degree as to create a nuisance;

(4) which are in amounts sufficient to be acutely toxic to, or to otherwise severely injure or kill aquatic life, other animals, plants, or humans;

(5) which are in concentrations or combinations that will cause or contribute to the growth of aquatic plants or algae to such a degree as to create a nuisance, be unsightly, or otherwise impair the designated uses.

b. outside the mixing zone, to contain substances in concentrations which on the basis of available scientific data are believed to be sufficient to injure, be chronically toxic to, or be carcinogenic, mutagenic, or teratogenic to humans, animals, aquatic life, or plants.

B. DEFINITIONS

(1) The "Regional Administrator" is defined as the Region V Administrator, U.S. EPA, located at 77 West Jackson Boulevard, Chicago, Illinois 60604.

(2) The "Commissioner" is defined as the Commissioner of the Indiana Department of Environmental Management, located at the following address: 100 North Senate Avenue, Indianapolis, Indiana 46204-2251.

PART II

STANDARD CONDITIONS FOR OPERATIONAL PERMITS

A. GENERAL CONDITIONS

1. Authority

The terms and conditions of this permit are authorized under:

a. 327 IAC 3-4-3, which requires an operational permit to contain such terms and conditions as the Commissioner determines necessary to assure that the water pollution control facility will be operated in such a manner that any pollutants released or threatened to be released by the facility into the environment will not cause or contribute to violations of applicable water quality standards, or otherwise cause a significant adverse impact on the environment or the public health.

b. 327 IAC 3-4-4(b), which requires that the provisions of 327 IAC 5-3-2, 327 IAC 5-3-3, 327 IAC 5-3-6, 327 IAC 5-3-7, 327 IAC 5-3-14, 327 IAC 5-3-15, and 327 IAC 5-3-16 be applied to the issuance of an operational permit.

c. 327 IAC 5-3-6 (applicable under 327 IAC 3-4-4(b) above), which requires that the provisions of 327 IAC 5-2-6, 327 IAC 5-2-8, 327 IAC 5-2-9, 327 IAC 5-2-10, 327 IAC 5-2-13, 327 IAC 5-2-14, and 327 IAC 5-2-15 be contained in the draft permit.

d. the miscellaneous administrative provisions of 327 IAC 3-5.

2. Duty to Comply

The permittee shall comply with all terms and conditions of this permit in accordance with 327 IAC 5-2-8(1) and all other requirements of 327 IAC 5-2-8. Any permit noncompliance constitutes a violation of the Clean Water Act and IC 13 and is grounds for enforcement action or permit termination, revocation and reissuance, modification, or denial of a permit renewal application.

It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of the permit.

3. Duty to Mitigate

In accordance with 327 IAC 5-2-8(3), the permittee shall take all reasonable steps to minimize or correct any adverse impact to the environment resulting from noncompliance with this permit. During periods of noncompliance, the permittee shall conduct such accelerated or additional monitoring for the affected parameters, as appropriate or as requested by IDEM, to determine the nature and impact of the noncompliance.

4. Duty to Provide Information

The permittee shall submit any information that the permittee knows or has reason to believe would constitute cause for modification or revocation and reissuance of the permit at the earliest time such information becomes available, such as plans for physical alterations or additions to the facility that:

a. could significantly change the nature of, or increase the quantity of, pollutants discharged; or

b. the Commissioner may request to evaluate whether such cause exists.

In accordance with 327 IAC 5-1-3(a)(5), the permittee must also provide any information reasonably requested by the Commissioner.

5. Duty to Reapply

If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee must obtain and submit a renewal of this permit in accordance with 327 IAC 5-3-2(a)(2). It is the permittee's responsibility to obtain and submit the application. The application must be submitted at least 180 days before the expiration date of this permit. This deadline may be extended if:

a. permission is requested in writing before such deadline;

b. IDEM grants permission to submit the application after the deadline; and

c. the application is received no later than the permit expiration date.

6. Transfers

This permit is nontransferable to any person except in accordance with 327 IAC 3-5-2. This permit may be transferred to another person by the permittee, without modification or revocation and reissuance being required, if the following requirements of 327 IAC 5-2-6(c) are met:

a. the current permittee notified the Commissioner at least thirty (30) days in advance of the proposed transfer date.

b. a written agreement containing a specific date of transfer of permit responsibility and coverage between the current permittee and the transferee (including acknowledgment that the existing permittee is liable for violations up to that date, and the transferee is liable for violations from that date on) is submitted to the Commissioner.

c. the transferee certifies in writing to the Commissioner their intent to operate the facility without making such material and substantial alterations or additions to the

facility as would significantly change the nature or quantities of pollutants discharged and thus constitute cause for permit modification under 327 IAC 5-2-16(d). However, the Commissioner may allow a temporary transfer of the permit without permit modification for good cause, e.g., to enable the transferee to purge and empty the facility's treatment system prior to making alterations, despite the transferee's intent to make such material and substantial alterations or additions to the facility.

d. the Commissioner, within thirty (30) days, does not notify the current permittee and the transferee of the intent to modify, revoke and reissue, or terminate the permit and to require that a new application be filed rather than agreeing to the transfer of the permit.

The Commissioner may require modification or revocation and reissuance of the permit to identify the new permittee and incorporate such other requirements as may be necessary under the Clean Water Act or state law.

7. Permit Actions

In accordance with 327 IAC 5-2-16(b) and 327 IAC 5-2-8(4), this permit may be modified, revoked and reissued, or terminated for cause, including, but not limited to, the following:

a. Violation of any terms or conditions of this permit;

b. Failure of the permittee to disclose fully all relevant facts or misrepresentation of any relevant facts in the application, or during the permit issuance process; or

c. A change in any condition that requires either a temporary or permanent reduction or elimination of the authorized discharge controlled by the permittee (e.g., plant closure, termination of the discharge by connecting to a POTW, a change in state law or information indicating the discharge poses a substantial threat to human health or welfare).

Filing of either of the following items does not stay or suspend any permit condition: (1) a request by the permittee for a permit modification, revocation and reissuance, or termination, or (2) submittal of information specified in Part II.A.3 of the permit including planned changes or anticipated noncompliance.

The permittee shall submit any information that the permittee knows or has reason to believe would constitute cause for modification or revocation and reissuance of the permit at the earliest time such information becomes available, such as plans for physical alterations or additions to the permitted facility that:

1. could significantly change the nature of, or increase the quantity of, pollutants discharged; or

2. the commissioner may request to evaluate whether such cause exists.

8. Property Rights

Pursuant to 327 IAC 5-2-8(6) and 327 IAC 5-2-5(b), the issuance of this permit does not convey any property rights of any sort or any exclusive privileges, nor does it authorize any injury to persons or private property or an invasion of rights, any infringement of federal, state, or local laws or regulations. The issuance of the permit also does not preempt any duty to obtain any other state, or local assent required by law for the discharge or for the construction or operation of the facility from which a discharge is made.

9. Severability

In accordance with 327 IAC 1-1-3, the provisions of this permit are severable and, if any provision of this permit or the application of any provision of this permit to any person or circumstance is held invalid, the invalidity shall not affect any other provisions or applications of the permit which can be given effect without the invalid provision or application.

10. Oil and Hazardous Substance Liability

Nothing in this permit shall be construed to relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject to under Section 311 of the Clean Water Act.

11. State Laws

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties established pursuant to any applicable state law or regulation under authority preserved by Section 510 of the Clean Water Act or state law.

12. Penalties for Violation of Permit Conditions

Pursuant to IC 13-30-4, a person who violates any provision of this permit, the water pollution control laws; environmental management laws; or a rule or standard adopted by the Water Pollution Control Board is liable for a civil penalty not to exceed twenty-five thousand dollars ($25,000) per day of any violation. Pursuant to IC 13-30-5, a person who obstructs, delays, resists, prevents, or interferes with (1) the department; or (2) the department's personnel or designated agent in the performance of an inspection or investigation commits a class C infraction.

Pursuant to IC 13-30-10, a person who intentionally, knowingly, or recklessly violates any provision of this permit, the water pollution control laws or a rule or standard adopted by the Water Pollution Control Board commits a class D felony punishable by the term of imprisonment established under IC 35-50-2-7(a) (up to one year), and/or by a fine of not less than five thousand dollars ($5,000) and not more than fifty thousand dollars ($50,000) per day of violation. A person convicted for a violation committed

after a first conviction of such person under this provision is subject to a fine of not more than one hundred thousand dollars ($100,000) per day of violation, or by imprisonment for not more than two (2) years, or both.

13. Penalties for Tampering or Falsification

In accordance with 327 IAC 5-2-8(9), the permittee shall comply with monitoring, recording, and reporting requirements of this permit. The Clean Water Act, as well as IC 13-30-10, provides that any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under a permit shall, upon conviction, be punished by a fine of not more than ten thousand dollars ($10,000) per violation, or by imprisonment for not more than one hundred eighty (180) days per violation, or by both.

14. Toxic Pollutants

If any applicable effluent standard or prohibition (including any schedule of compliance specified in such effluent standard or prohibition) is established under Section 307(a) of the Clean Water Act for a toxic pollutant injurious to human health, and that standard or prohibition is more stringent than any limitation for such pollutant in this permit, this permit shall be modified or revoked and reissued to conform to the toxic effluent standard or prohibition in accordance with 327 IAC 5-2-8(5). Effluent standards or prohibitions established under Section 307(a) of the Clean Water Act for toxic pollutants injurious to human health are effective and must be complied with, if applicable to the permittee, within the time provided in the implementing regulations, even absent permit modification.

15. Construction Permit

Except in accordance with 327 IAC 3, the permittee shall not construct, install, or modify any water pollution treatment/control facility as defined in 327 IAC 3-1-2(24). Upon completion of any construction, the permittee must notify the Compliance Data Section of the Office of Water Quality in writing.

16. Inspection and Entry

In accordance with 327 IAC 5-2-8(7), the permittee shall allow the Commissioner, or an authorized representative, (including an authorized contractor acting as a representative of the Commissioner) upon the presentation of credentials and other documents as may be required by law, to:

a. Enter upon the permittee's premises where a point source, regulated facility, or activity is located or conducted, or where records must be kept pursuant to the conditions of this permit;

b. Have access to and copy, at reasonable times, any records that must be kept under the terms and conditions of this permit;

c. Inspect at reasonable times any facilities, equipment or methods (including monitoring and control equipment), practices, or operations regulated or required pursuant to this permit; and

d. Sample or monitor at reasonable times, any discharge of pollutants or internal wastestreams for the purposes of evaluating compliance with the permit or as otherwise authorized.

B. MANAGEMENT REQUIREMENTS

1. Facility Operation, Maintenance and Quality Control

a. In accordance with 327 IAC 5-2-8(8), the permittee shall at all times maintain in good working order and efficiently operate all facilities and systems (and related appurtenances) for collection that are:

(1) installed or used by the permittee; and

(2) necessary for achieving compliance with the terms and conditions of the permit.

b. The permittee shall provide an adequate operating staff which is duly qualified to carry out the operation and maintenance to ensure compliance with the conditions of this permit.

c. Maintenance of all waste collection and control facilities shall be conducted in a manner that complies with the overflow provisions set forth below.

d. Any extensions to the sewer system must continue to be constructed on a separated basis. Plans and specifications, when required, for extension of the sanitary system must be submitted to the Facility Construction and Engineering Support Section, Office of Water Quality in accordance with 327 IAC 3-2-1. There shall also be an ongoing preventative maintenance program for the sanitary sewer system.

e. Any overflow or release of sanitary wastewater from the collection system into the environment which is not specifically authorized by this permit is expressly prohibited (pursuant to IC 13-30-2-1, IC 13-18-4-5 and 327 IAC 5-2-2). This prohibition applies to sanitary sewer overflows, regardless of cause, including releases from cracked or broken pipes, manholes, basement backups or any other source or reason.

2. Removed Substances

Solids, sludges, filter backwash, or other pollutants removed from or resulting from treatment or control of wastewaters shall be disposed of in a manner such as to prevent any pollutant from such materials from entering waters of the State and to be in compliance with all Indiana statutes and regulations relative to liquid and/or solid waste disposal.

a. Collected screenings, slurries, sludges, and other such pollutants shall be disposed of in accordance with provisions set forth in 329 IAC 10, 327 IAC 6.1, or another method approved by the Commissioner.

b. The permittee shall comply with existing federal regulations governing solids disposal, and with applicable provisions of 40 CFR Part 503, the federal sludge disposal regulation standards.

c. The permittee shall notify the Commissioner prior to any changes in sludge use or disposal practices.

d. The permittee shall maintain records to demonstrate its compliance with the above disposal requirements.

3. Power Failures

In accordance with 327 IAC 5-2-10 and 327 IAC 5-2-8(13) in order to maintain compliance with the effluent limitations and prohibitions of this permit, the permittee shall either:

a. provide an alternative power source sufficient to operate facilities utilized by the permittee to maintain compliance with the effluent limitations and conditions of this permit, or

b. shall halt, reduce or otherwise control all discharge in order to maintain compliance with the effluent limitations and conditions of this permit upon the reduction, loss, or failure of one or more of the primary sources of power to facilities utilized by the permittee to maintain compliance with the effluent limitations and conditions of this permit.

4. Unauthorized Discharge

Any overflow or release of sanitary wastewater from the wastewater treatment facilities or collection system that results in a discharge to waters of the state and is not specifically authorized by this permit is expressly prohibited. These discharges are subject to the reporting requirements in Part II.C.3 of this permit.

5. Sewer Mapping

The permittee shall develop and maintain an accurate sanitary and storm sewer map of their collection system. The map shall be updated to indicate any substantial changes to the collection system (new sewer line installation, inflow and infiltration repairs, etc.).

C. REPORTING REQUIREMENTS

1. Planned Changes in Facility or Discharge

Pursuant to 327 IAC 5-2-8(10)(F) and 5-2-16(d) (as authorized under 327 IAC 3-4-3), the permittee shall give notice to the Commissioner as soon as possible of any planned alterations or additions to the collection system (which includes any point source) that could significantly change the nature of, or increase the quantity of, flows.

2. Incident Reporting Requirements

Pursuant to 327 IAC 5-2-8(10) and 327 IAC 5-1-3, the permittee shall orally report to the Commissioner information on the following incidents within 24 hours from the time permittee becomes aware of such occurrence. If the incident meets the emergency criteria of item b (Part II.C.3.b) or 327 IAC 2-6.1, then the report shall be made as soon as possible, but within two (2) hours of discovery. However, under 327 IAC 2-6.1-3(1), when the constituents of the bypass are regulated by this permit, and death or acute injury or illness to animals or humans does not occur, the reporting requirements of 327 IAC 2-6.1 do not apply.

a. Any emergency incident which may pose a significant danger to human health or the environment. Reports under this item shall be made as soon as the permittee becomes aware of the incident by calling 317/233-7745 (888/233-7745 toll free in Indiana). This number should only be called when reporting these emergency events;

b. Any release, including basement backups, from the sanitary sewer system (including satellite sewer systems operated or maintained by the permittee) not specifically authorized by this permit. Reporting of known releases from private laterals not caused by a problem in the sewer system owned or operated by the permittee is not required under Part II.C.3, however, documentation of such events must be maintained by the permittee and available for review by IDEM staff; or

c. Any unauthorized discharge from a combined sewer overflow outfall which is identified in this permit.

The permittee can make the oral reports by calling 317/232-8670 during regular business hours. A written submission shall also be provided within five (5) days of the time the permittee becomes aware of the circumstances. For incidents involving effluent limit violations or discharges, the written submission shall contain: a description of the event and its cause; the period of occurrence, including exact dates and times, and, if the event has not concluded, the anticipated time it is expected to continue; and steps taken or

planned to reduce, mitigate and eliminate the event and steps taken or planned to prevent its recurrence. For sewer releases which do not meet the definition of a discharge, the written submission shall contain: a description of the event and its believed cause; the period of occurrence; and any steps taken or planned to mitigate the event and steps taken or planned to prevent its recurrence. The permittee may submit a "Bypass Overflow/Incident Report" or a "Noncompliance Notification Report", whichever is applicable, to IDEM at 317/232-8637 or 317/232-8406 or to wwreports@idem.IN.gov. If a complete fax or email submittal is sent within 24 hours of the time that the permittee became aware of the occurrence, then that report will satisfy both the oral and written reporting requirements.

3. Other Noncompliance

Pursuant to 327 IAC 5-2-8(10)(D), the permittee shall report any instance of noncompliance not reported under the "Incident Reporting Requirements" in Part II.C.3 at the time the pertinent Discharge Monitoring Report is submitted. The written submission shall contain: a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and, if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate and prevent the noncompliance.

4. Other Information

Pursuant to 327 IAC 5-2-8(10)(E), where the permittee becomes aware that it failed to submit any relevant facts or submitted incorrect information in a permit application or in any report to the Commissioner, the permittee shall promptly submit such facts or corrected information to the Commissioner.

5. Signatory Requirements

Pursuant to 327 IAC 5-2-22 and 327 IAC 5-2-8(14):

a. All reports required by the permit and other information requested by the Commissioner shall be signed and certified by a person described below or by a duly authorized representative of that person:

(1) For a corporation: by a principal executive defined as a president, secretary, treasurer, any vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy-making functions for the corporation or the manager of one or more manufacturing, production, or operating facilities employing more than two hundred fifty (250) persons or having gross annual sales or expenditures exceeding twenty-five million dollars ($25,000,000) (in second quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

(2) For a partnership or sole proprietorship: by a general partner or the proprietor, respectively; or

(3) For a federal, state, or local governmental body or any agency or political subdivision thereof: by either a principal executive officer or ranking elected official.

b. A person is a duly authorized representative only if:

(1) The authorization is made in writing by a person described above.

(2) The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity, such as the position of plant manager, operator of a well or a well field, superintendent, or position of equivalent responsibility. (A duly authorized representative may thus be either a named individual or any individual occupying a named position.); and

(3) The authorization is submitted to the Commissioner.

c. Certification. Any person signing a document identified under paragraphs a and b of this section, shall make the following certification:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

6. Availability of Reports

Except for data determined to be confidential under 327 IAC 12.1, all reports prepared in accordance with the terms of this permit shall be available for public inspection at the offices of the Indiana Department of Environmental Management and the Regional Administrator. As required by the Clean Water Act, permit applications, permits, and effluent data shall not be considered confidential.

7. Penalties for Falsification of Reports

IC 13-30 and 327 IAC 5-2-8(14) provides that any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or noncompliance, shall, upon conviction, be punished by a fine of not more than $10,000 per violation, or by imprisonment for not more than 180 days per violation, or by both.

8. Progress Reports

In accordance with 327 IAC 5-2-8(10)(A), reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule of this permit shall be submitted no later than fourteen (14) days following each schedule date.

9. Advance Notice for Planned Changes

In accordance with 327 IAC 5-2-8(10)(B), the permittee shall give advance notice to IDEM of any planned changes in the permitted facility, any activity, or other circumstances that the permittee has reason to believe may result in noncompliance with permit requirements.

D. ADDRESSES

1. Cashiers Office

Indiana Department of Environmental Management
Cashiers Office – Mail Code 50-10C
100 N. Senate Avenue
Indianapolis, Indiana 46204-2251

The following correspondence shall be sent to the Cashiers Office:

a. Operational permit applications (new, renewal or modifications) with fee

b. Construction permit applications with fee

2. Municipal NPDES Permits Section

Indiana Department of Environmental Management
Office of Water Quality – Mail Code 65-42
Municipal NPDES Permits Section
100 N. Senate Avenue
Indianapolis, Indiana 46204-2251

The following correspondence shall be sent to the Municipal NPDES Permits Section:

a. Preliminary Effluent Limits request letters

b. Comment letters pertaining to draft operational permits

c. Operational permit transfer of ownership requests

d. Operational permit termination requests

e. Notifications of substantial changes to a treatment facility, including new industrial sources

f. Combined Sewer Overflow (CSO) Operational Plans

g. CSO Long Term Control Plans (LTCP)

h. Stream Reach Characterization and Evaluation Reports (SRCER)

3. Compliance Data Section

Indiana Department of Environmental Management
Office of Water Quality – Mail Code 65-42
Compliance Data Section
100 N. Senate Avenue
Indianapolis, Indiana 46204-2251

The following correspondence shall be sent to the Compliance Data Section:

a. Discharge Monitoring Reports (DMRs)

b. Monthly Reports of Operation (MROs)

c. Monthly Monitoring Reports (MMRs)

d. CSO DMRs

e. Gauging station and flow meter calibration documentation

f. Compliance schedule progress reports

g. Completion of Construction notifications

h. Whole Effluent Toxicity Testing reports

i. Toxicity Reduction Evaluation (TRE) plans and progress reports

4. Enforcement Section

Indiana Department of Environmental Management
Office of Water Quality – Mail Code 65-40
Enforcement Section
100 N. Senate Avenue
Indianapolis, Indiana 46204-2251

a. Bypass/Overflow Reports

b. Anticipated Bypass/Overflow Reports

Briefing Memo
February 2012

Merrillville Conservancy District Collection System
located in Merrillville, Indiana, Lake County

Operational Permit No. INJ035548

Background

This is the proposed renewal of the operational permit for the Merrillville Conservancy District sanitary sewer collection system which was issued on May 7, 2007 and has an expiration date of May 31, 2012. The permittee submitted an application for renewal which was received on January 23, 2012. The Merrillville Conservancy District operates a 100% separate sanitary sewer system by design. The Merrillville Conservancy District collection system transports wastewater to the Gary Sanitary District Wastewater Treatment Plant (WWTP).

Collection System

The wastewater collection system is 100% separate sanitary sewers by design with no bypass points and one (1) Sanitary Sewer Overflow (SSO) point.

The following SSO point has been identified as being present in the collection system:

SSO #	Location	Receiving Stream
001	6250 Broadway Lift Station 41° 30' 14.6" N 87° 20' 13.45" W	Turkey Creek

Operational Permit Program

Operational permits are regulated by the provisions of 327 IAC 3-4. 327 IAC 3-4-3 provides the general regulatory authority under which IDEM administers the operational permit program. This rule states that the operational permit must contain the terms and conditions necessary to assure that the water pollution control facility will be operated in such a manner that any pollutants released or threatened to be released by the facility into the environment will not cause or contribute to violations of applicable water quality standards, or otherwise cause a significant adverse impact on the environment or the public health.

More specifically, 327 IAC 3-4-4(b) requires that the procedures for the issuance of NPDES permits under 327 IAC 5-3-2, 327 IAC 5-3-3, 327 IAC 5-3-6, 327 IAC 5-3-7, 327 IAC 5-3-14, 327 IAC 5-3-15, and 327 IAC 5-3-16, apply to the issuance of the operational permit. These rules address the application requirements, permit modifications, tentative permit decisions, briefing memos, permit issuance and effective

dates, response to comment procedures, and judicial reviews applicable to the operational permit. 327 IAC 5-3-6 (applicable under 327 IAC 3-4-4(b) above) requires that the basic NPDES requirements addressed in 327 IAC 5-2-6, 327 IAC 5-2-8, 327 IAC 5-2-9, 327 IAC 5-2-10, 327 IAC 5-2-13, 327 IAC 5-2-14, and 327 IAC 5-2-15 be incorporated in the operational permit. Finally, 327 IAC 3-5 provides the regulatory authority specific to operational permits for various miscellaneous administrative provisions including enforcement, penalties and fees.

The operational permit includes NPDES regulatory citations where applicable as described above. In some instances, an NPDES regulation not directly applicable to the operational permit has been cited as applicable under the general regulatory authority of 327 IAC 3-4-3.

Receiving Stream

The Merrillville Conservancy District collection system transports wastewater to the Gary Sanitary District Wastewater Treatment Plant (WWTP).

Compliance History

The permittee has no enforcement actions at the time of this permit preparation.

Reopening Clauses

As authorized under 327 IAC 3-4-3, the operational permit includes a reopening clause allowing the permit to be modified or, alternately, revoked and reissued, to reflect any of the causes for modification in 327 IAC 5-2-16.

Permit Term

A five-year term for operational permit No. INJ035548 is proposed.

Drafted by: Leigh Voss
02/01/12

STATE OF INDIANA
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

PUBLIC NOTICE NO: 2012 – 4H - F

DATE OF NOTICE: APRIL 30, 2012

The Office of Water Quality issues the following NPDES FINAL PERMIT.

OPERATIONAL PERMIT

MERRILLVILLE CONSERVANCY DISTRICT COLLECTION SYSTEM, Permit No. INJ035548, LAKE COUNTY, Merrillville, IN. This operational permit allows conveyance of wastewater to the Gary Sanitary District's WWTP for treatment. Permit Manager: Leigh Voss, 317/232-8698, lvoss@idem.in.gov.

APPEAL PROCEDURES FOR FINAL PERMITS

The Final Permits are available for review & copies at IDEM, Indiana Government Center, North Bldg, 100 N Senate Ave, Indianapolis, IN, Rm 1203, Office of Water Quality/NPDES Permit Section, from 9 – 4, M - F (copies 10¢ per page). Each Final Permit is available at the respective, local County Health Department. **Please tell others you think would be interested in this matter.** Regarding your rights and responsibilities pertaining to the Public Notice process and timeframes, please refer to IDEM websites: http://www.in.gov/idem/5474.htm and IDEM Permit Guide (Public Participation): http://www.in.gov/idem/4172.htm. **To view the Citizen Guide go to:** http://www.in.gov/idem/5803.htm.

Appeal Procedure: Any person affected by the issuance of the Final Permit may appeal by filing a Petition for Administrative Review with the Office of Environmental Adjudication **within** eighteen (18) days of the date of this Public Notice. Any appeal request must be filed in accordance with IC 4-21.5-3-7 and must include facts demonstrating that the party requesting appeal is the applicant; a person aggrieved or adversely affected or is otherwise entitled to review by law.
Timely filing: The Petition for Administrative Review must be received by the Office of Environmental Adjudication (OEA) **within** 18 days of the date of this Public Notice; either by U.S. Mail postmark or by private carrier with dated receipt. This Petition for Administrative Review represents a request for an Adjudicatory Hearing, therefore must:

- state the name and address of the person making the request;
- identify the interest of the person making the request;
- identify any persons represented by the person making the request;
- state specifically the reasons for the request;
- state specifically the issues proposed for consideration at the hearing;
- identify the Final Permit Rule terms and conditions which, in the judgment of the person making the request, would be appropriate to satisfy the requirements of the law governing this NPDES Permit rule.

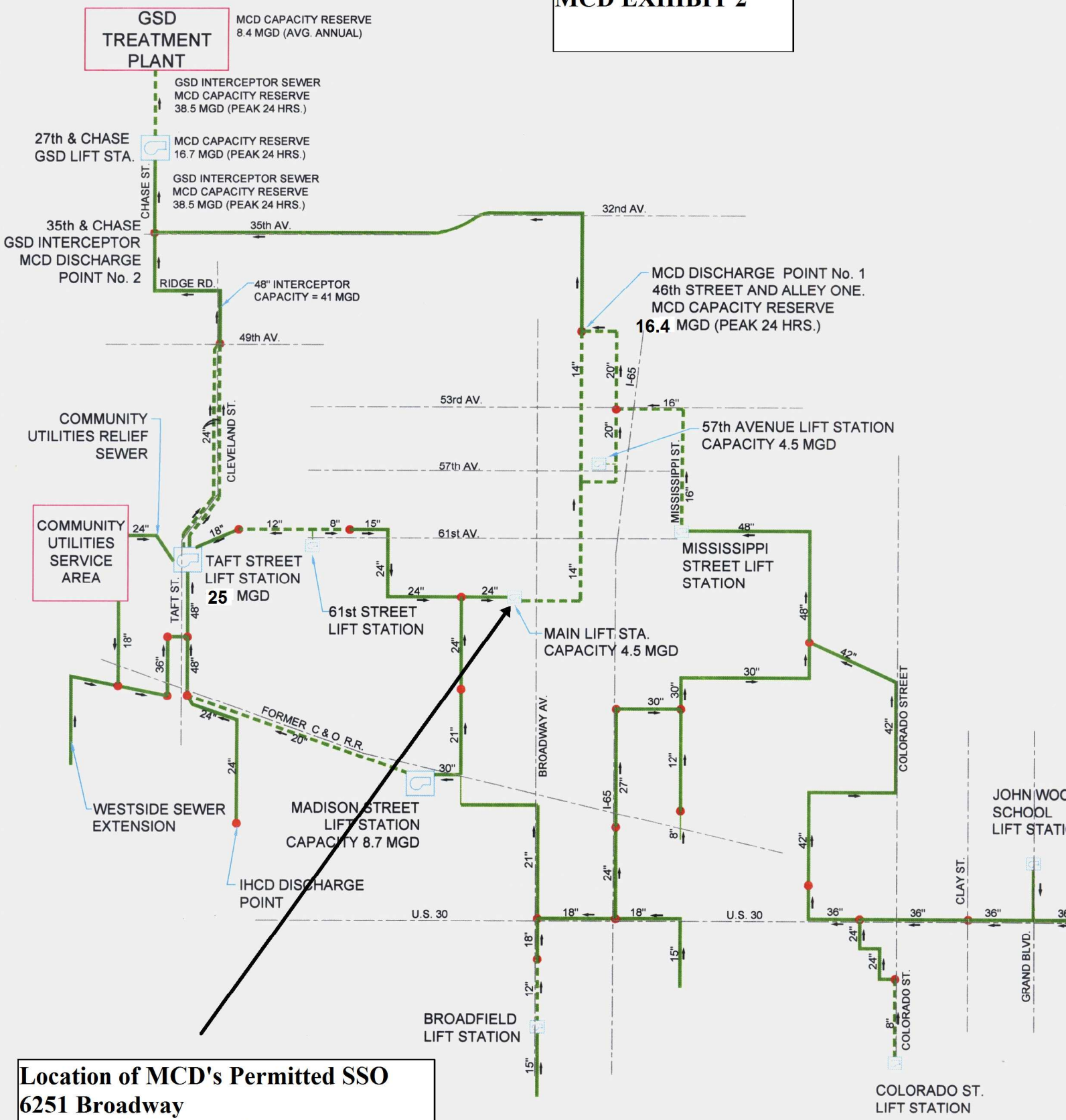
If the person filing the Petition for Administrative Review desires any part of the NPDES Final Permit Rule to be stayed pending the outcome of the appeal, a Petition for Stay must be included in the appeal request, identifying those parts to be stayed. Both Petitions shall be mailed or delivered to the address here:
Phone: 317/232-8591.

Environmental Law Judge
Office of Environmental Adjudication
IGC – North Building- Rm 501
100 N. Senate Avenue
Indianapolis IN 46204

Stay Time frame: If the Petition (s) is filed **within** eighteen (18) days of the mailing of this Public Notice, the effective date of any part of the permit, within the scope of the Petition for Stay is suspended for fifteen (15) days. The Permit will become effective again upon expiration of the fifteen (15) days, unless or until an Environmental Law Judge stays the permit action in whole or in part.

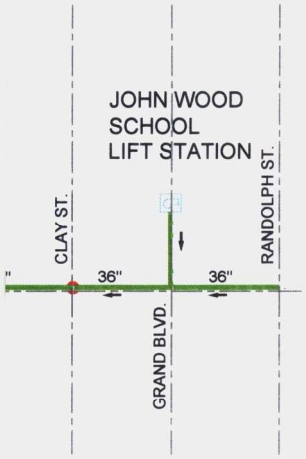
Hearing Notification: Pursuant to Indiana Code, when a written request is submitted, the OEA will provide the petitioner or any person wanting notification, with the Notice of pre-hearing conferences, preliminary hearings, hearing stays or orders disposing of the Petition for Administrative Review. Petition for Administrative Review must be filed in compliance with the procedures and time frames outlined above. Procedural or scheduling questions should be directed to the OEA at the phone listed above.

MCD EXHIBIT 2



Location of MCD's Permitted SSO
6251 Broadway
Merrillville, IN 46410

NORTH



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8300 Broadway, Suite E-1, Merrillville, IN 46410 (219) 738 - 2258
Union Station - 300 S. Meridian St., Indianapolis, IN 46225 (317) 766 - 0461

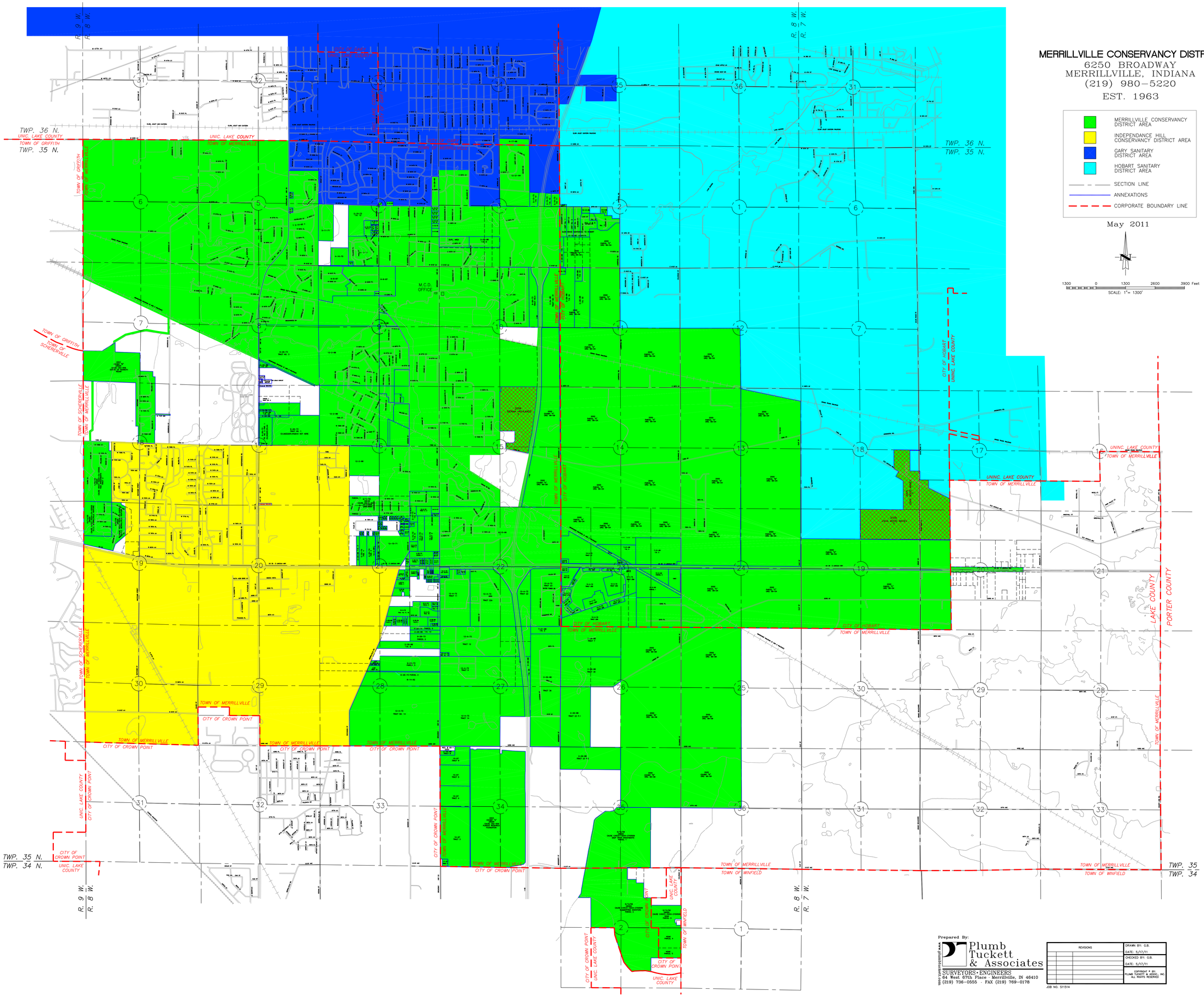
MERRILLVILLE CONSERVANCY DISTRICT
LAKE COUNTY, INDIANA
FUTURE CAPITAL IMPROVEMENTS
PROJECT PLANNING REPORT

APPENDIX B
MAJOR MCD FACILITIES AND
CAPACITY ROUTING SCHEMATIC

JOB NO.	20082080.90	DRAWN	NAS
DATE	6/08	SCALE	AS NOTED

EXHIBIT 1 OF 1

MERRILLVILLE CONSERVANCY DISTRICT BOUNDARY MAP



Prepared By:

Plumb Tuckett & Associates

SURVEYORS • ENGINEERS
64 West 67th Place · Merrillville, IN 46410
(219) 736-0555 · FAX (219) 769-0178

REVISIONS	
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	DATE: 5/17/11
	CHECKED BY: G.B.
	DATE: 5/17/11
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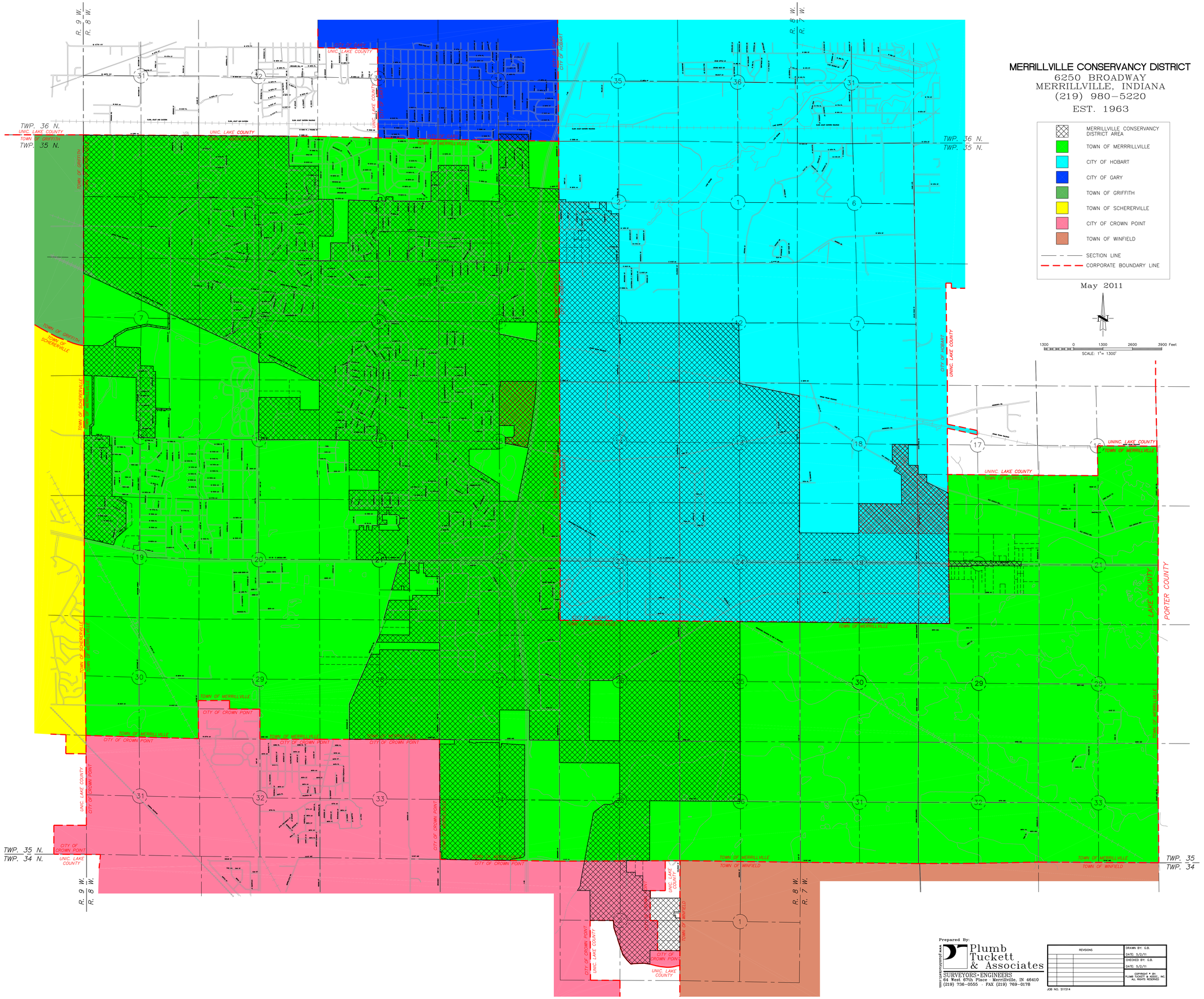
JOB NO: S11514

MUNICIPALITY MAP WITH MERRILLVILLE CONSERVANCY DISTRICT OVERLAY



Prepared By:

Plumb Tuckett & Associates

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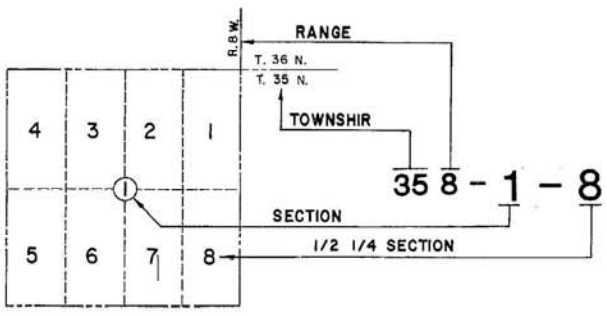
JOB NO. S11514

MCD EXHIBIT 5

THE MERRILLVILLE CONSERVANCY DISTRICT
SEWERAGE COLLECTION SYSTEM

SEWER ATLAS

PAGE NUMBERING SYSTEM



* INDICATES NO SANITARY SEWER IS AVAILABE UNDER THE JURISDICTION OF THE M.C.D. IN THE SECTION OR 1/2 1/4 SECTION (SEE INDEX PAGES)

** INDICATES FORCE MAIN ONLY ON PAGE TO SHOW AIR RELIEF VALVE AND/OR BLOW-OFF VALVE MANHOLE LOCATION (SEE INDEX PAGES)

BOUNDARY IDENTIFICATION

MERRILLVILLE CONSERVANCY DISTRICT

MERRILLVILLE TOWN LIMITS

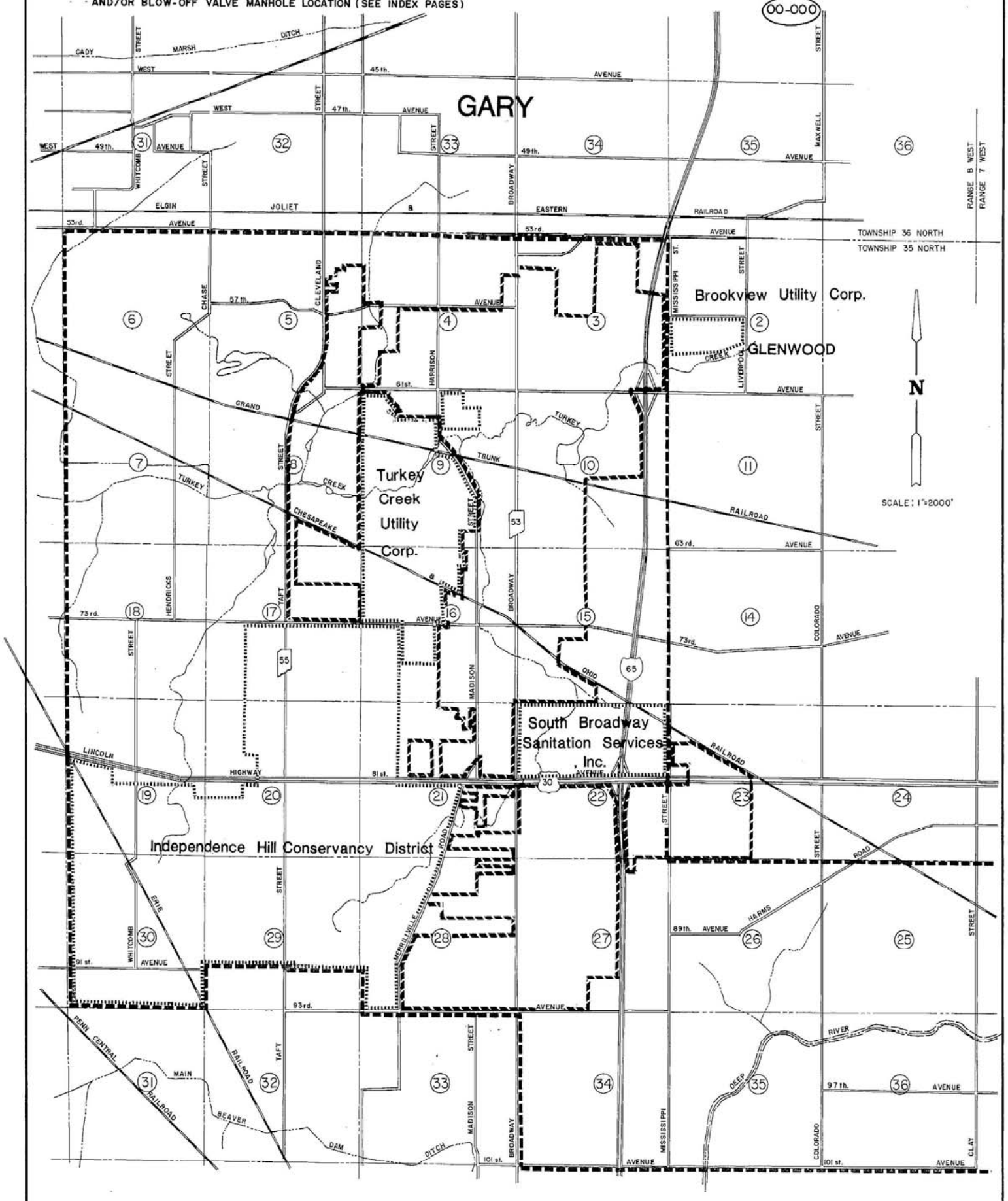
INDEPENDENCE HILL CONSERVANCY DISTRICT and PRIVATE SEWER UTILITIES

KEY NUMBERING SYSTEM

COMMON KEY NUMBER AREA BOUNDARY

COMMON NUMBER TO EACH KEY NUMBER WITHIN AN AREA

(00-000)

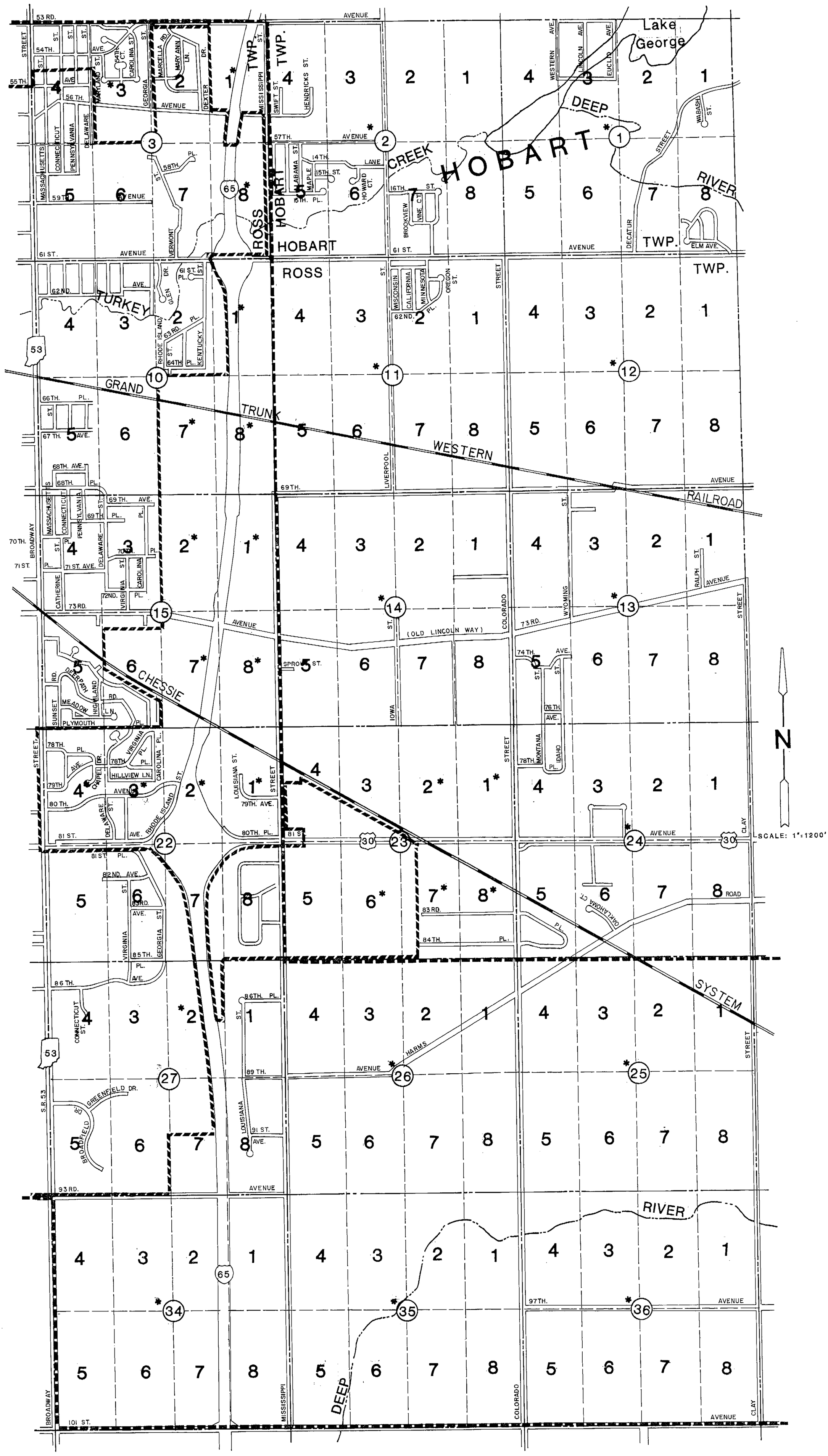


PREPARED BY :

HUNTINGTON , WADE & ASSOCIATES , INC.
Consulting Engineers

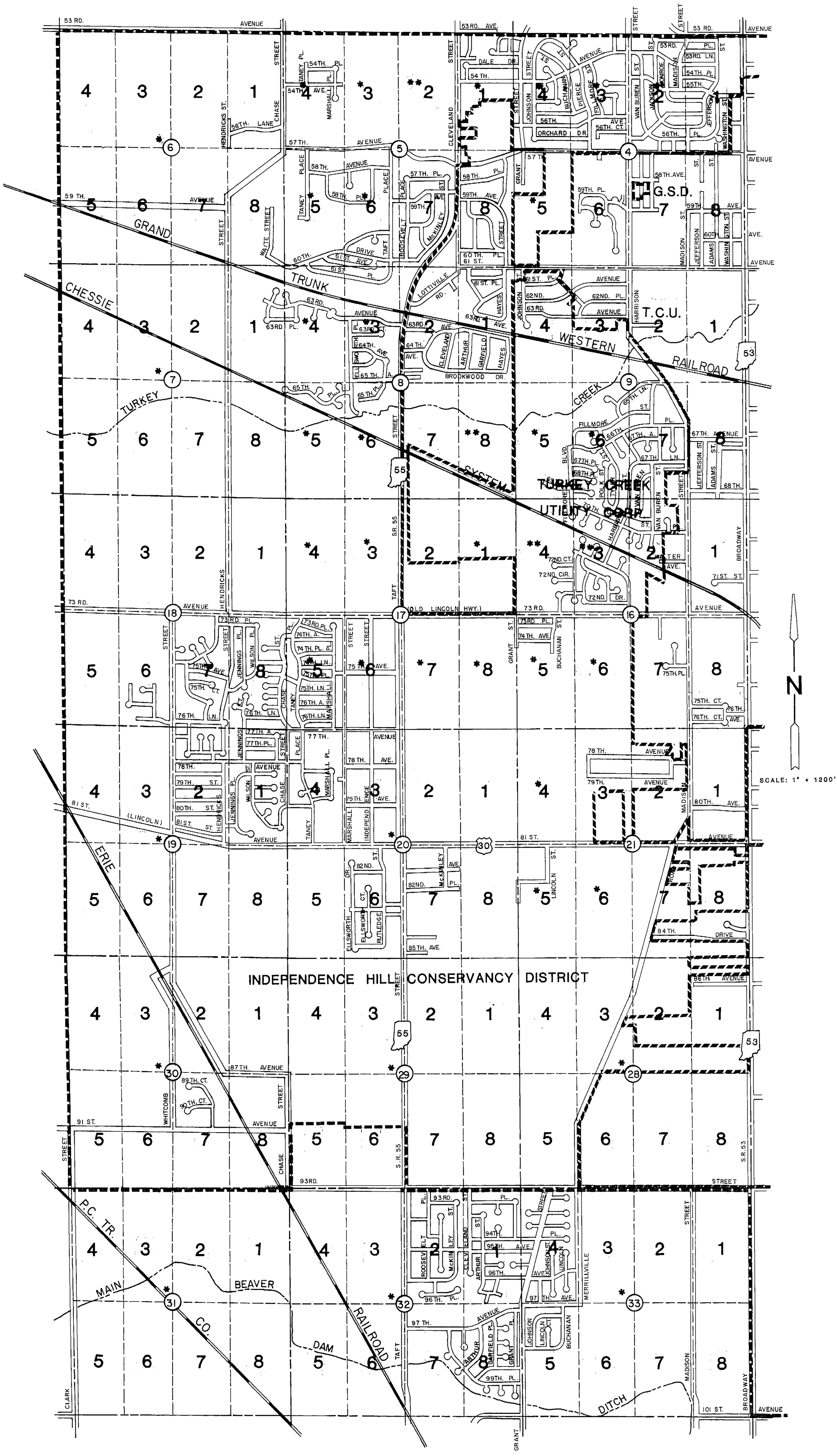
8300 Broadway
Merrillville , Indiana 46410

2801 South Pennsylvania Street
Indianapolis , Indiana 46225



East 1/2 Township 35 North , Range 8 West

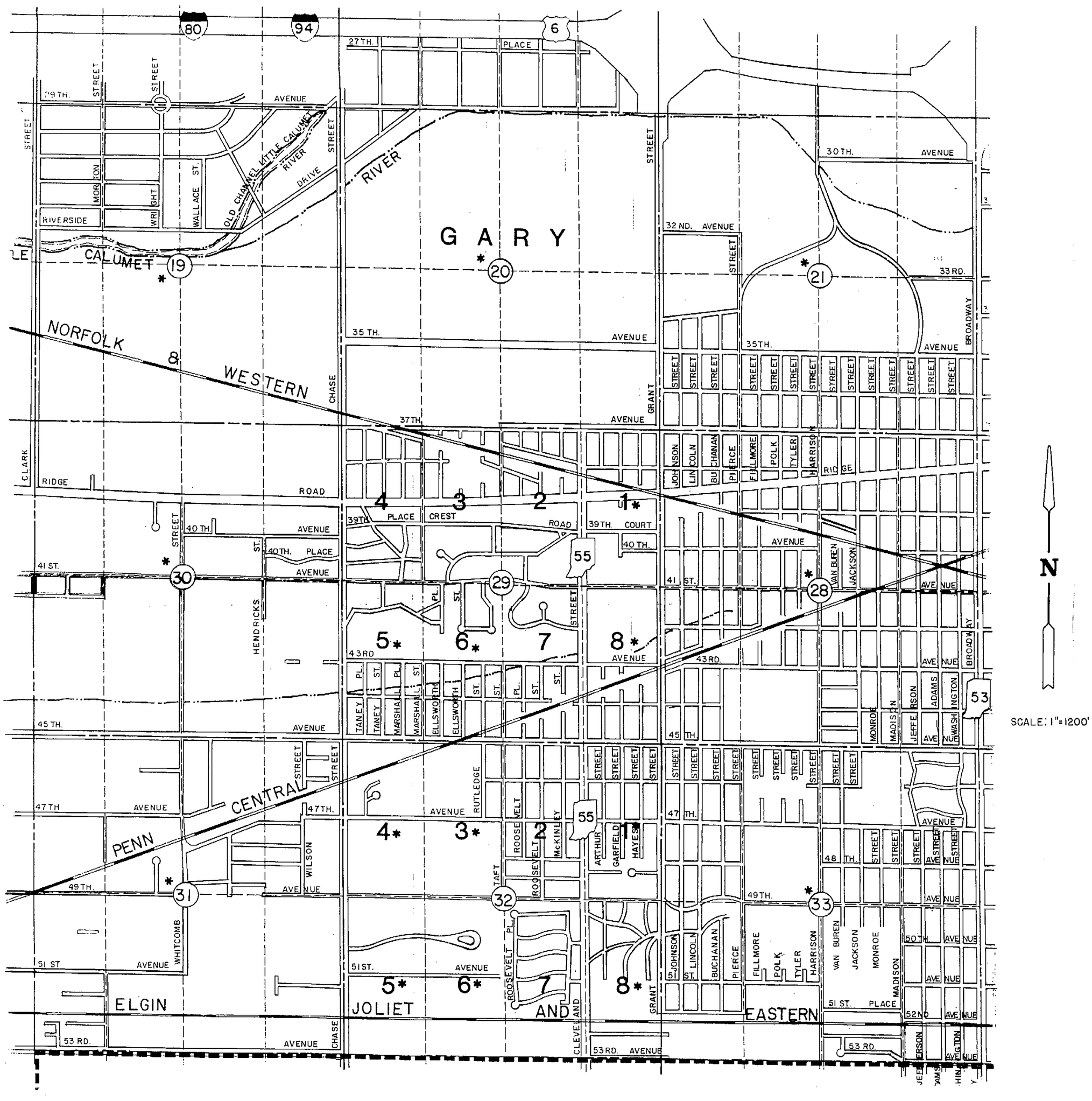
Hobart & Ross Townships



West 1/2 Township 35 North , Range 8 West

Ross Township

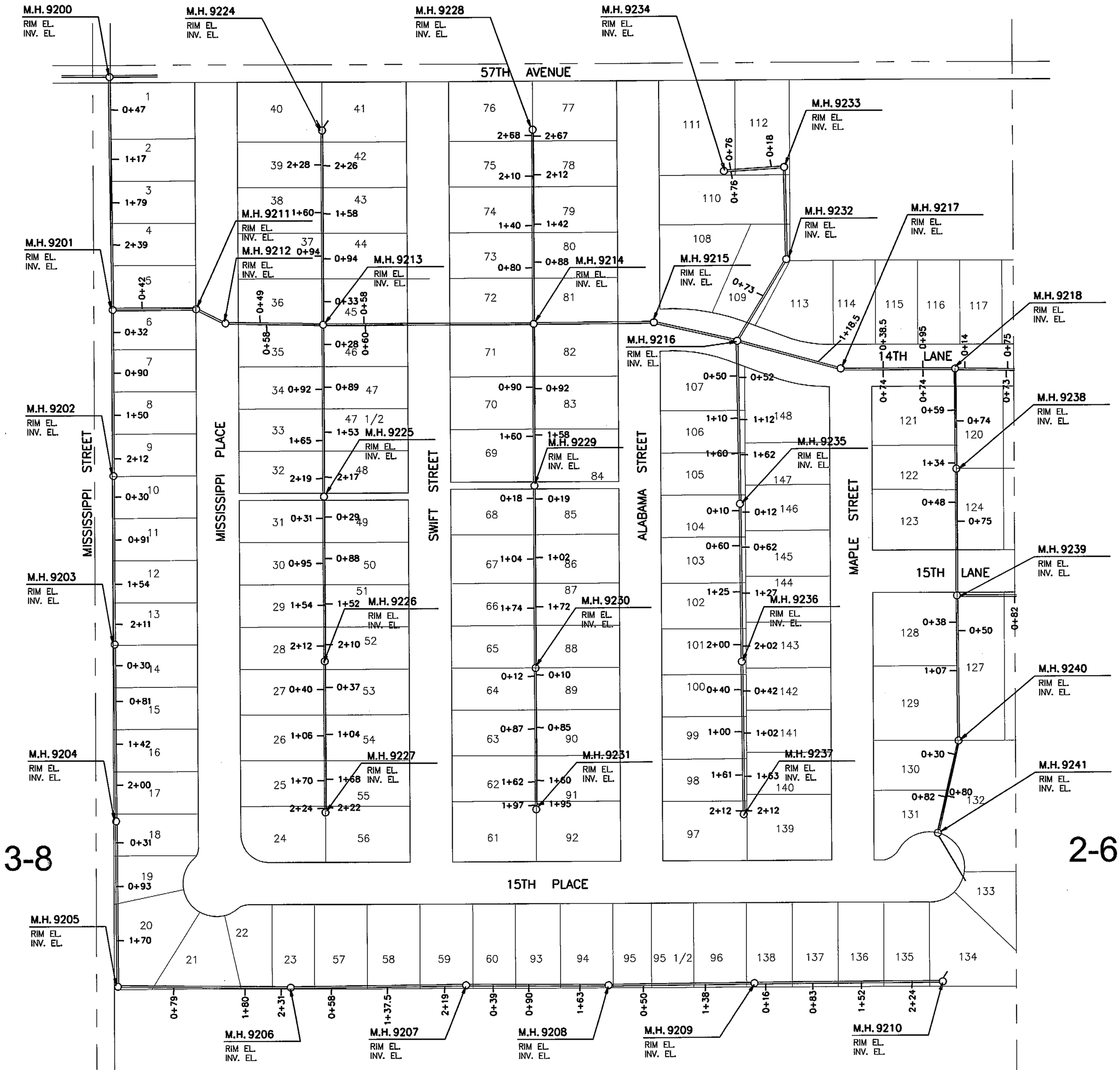
INDEX PAGE 2



West 1/2 South 1/2 Township 36 North, Range 8 West

Calumet Township

SCALE: 1"=100'



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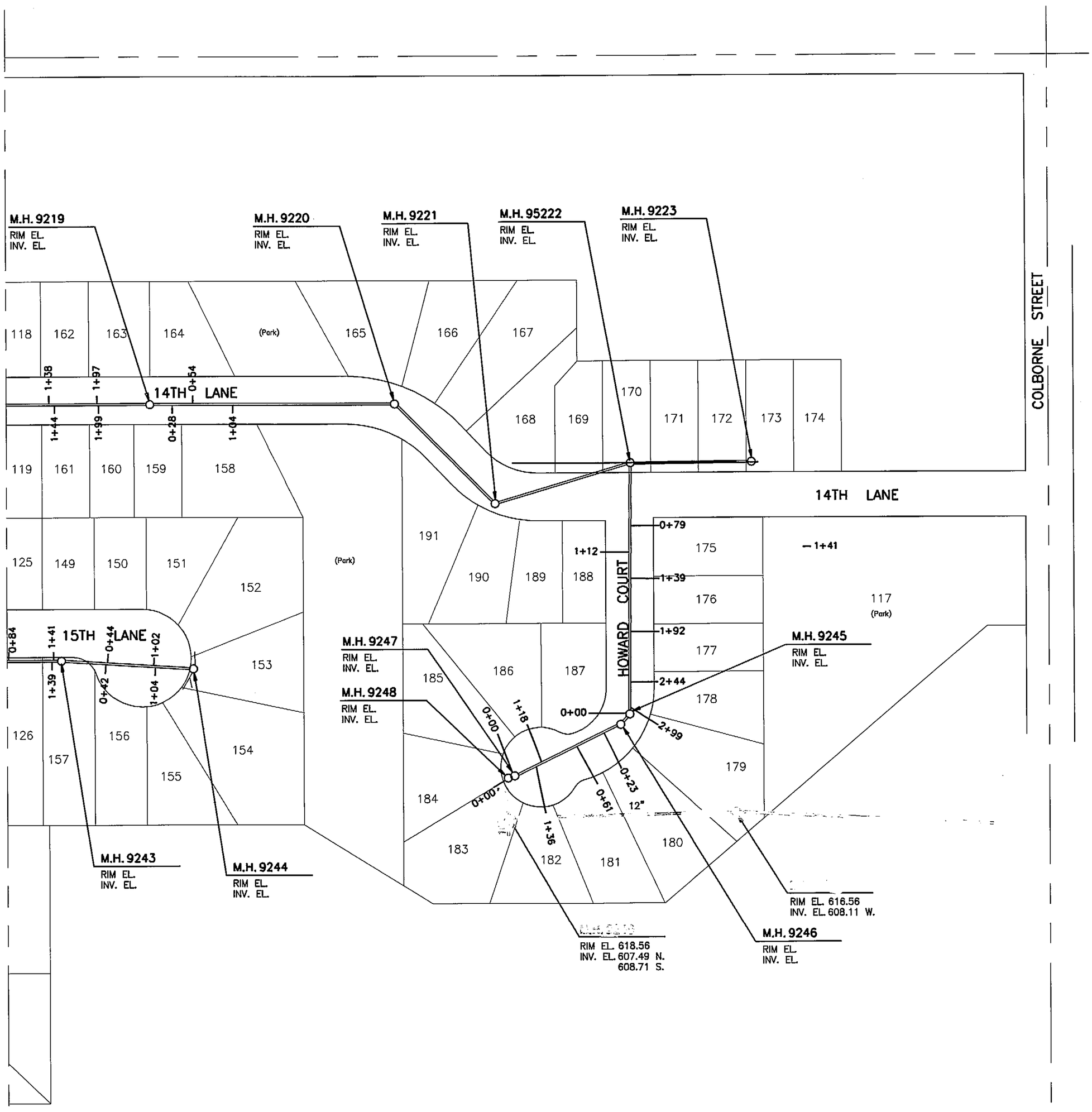
W.1/2 S.W.1/4 SEC.2,T.35N.,R.8W.

2-3

SCALE: 1"=100'



2-5

2-7

11-3

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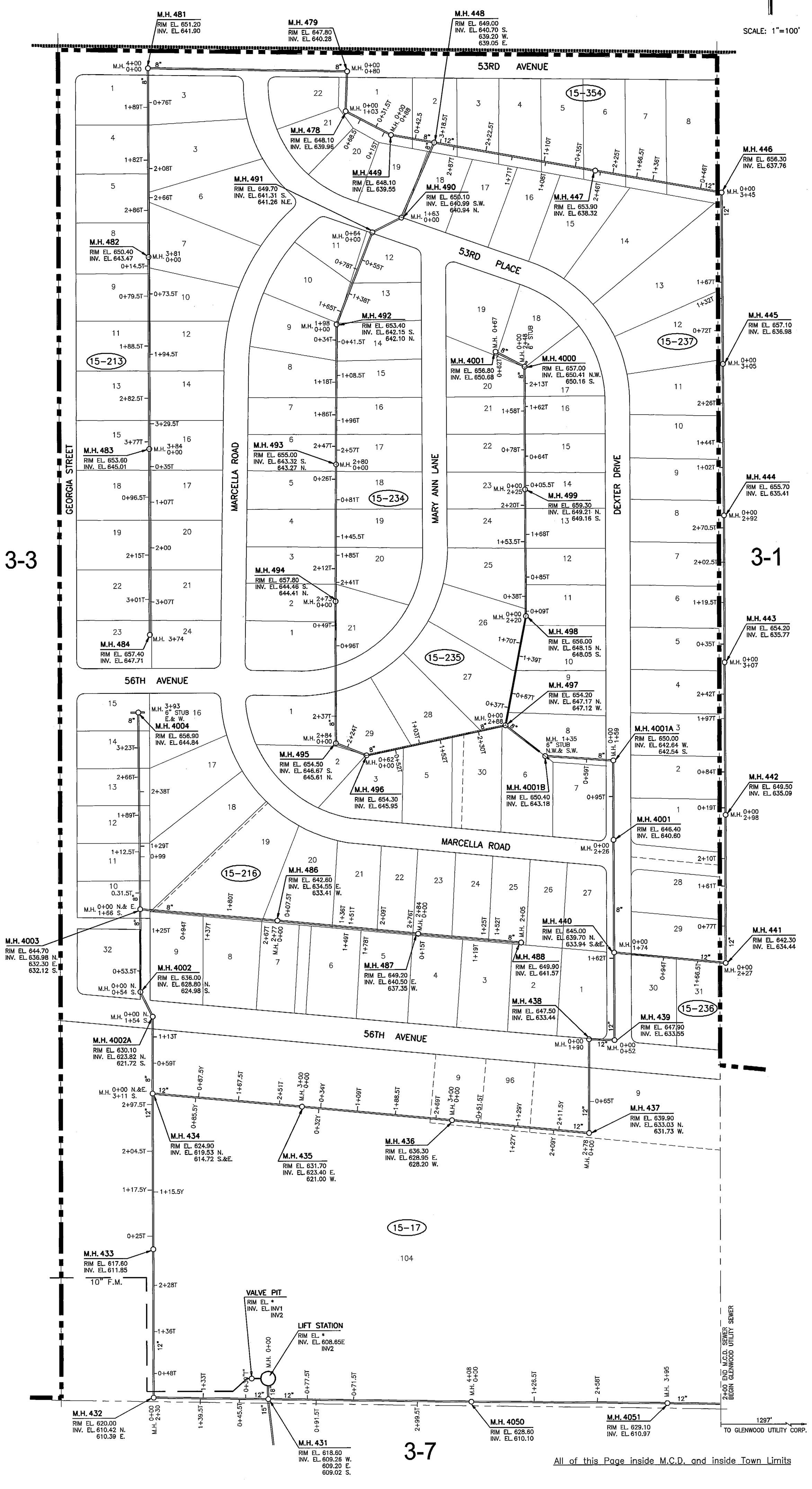
358-2-6



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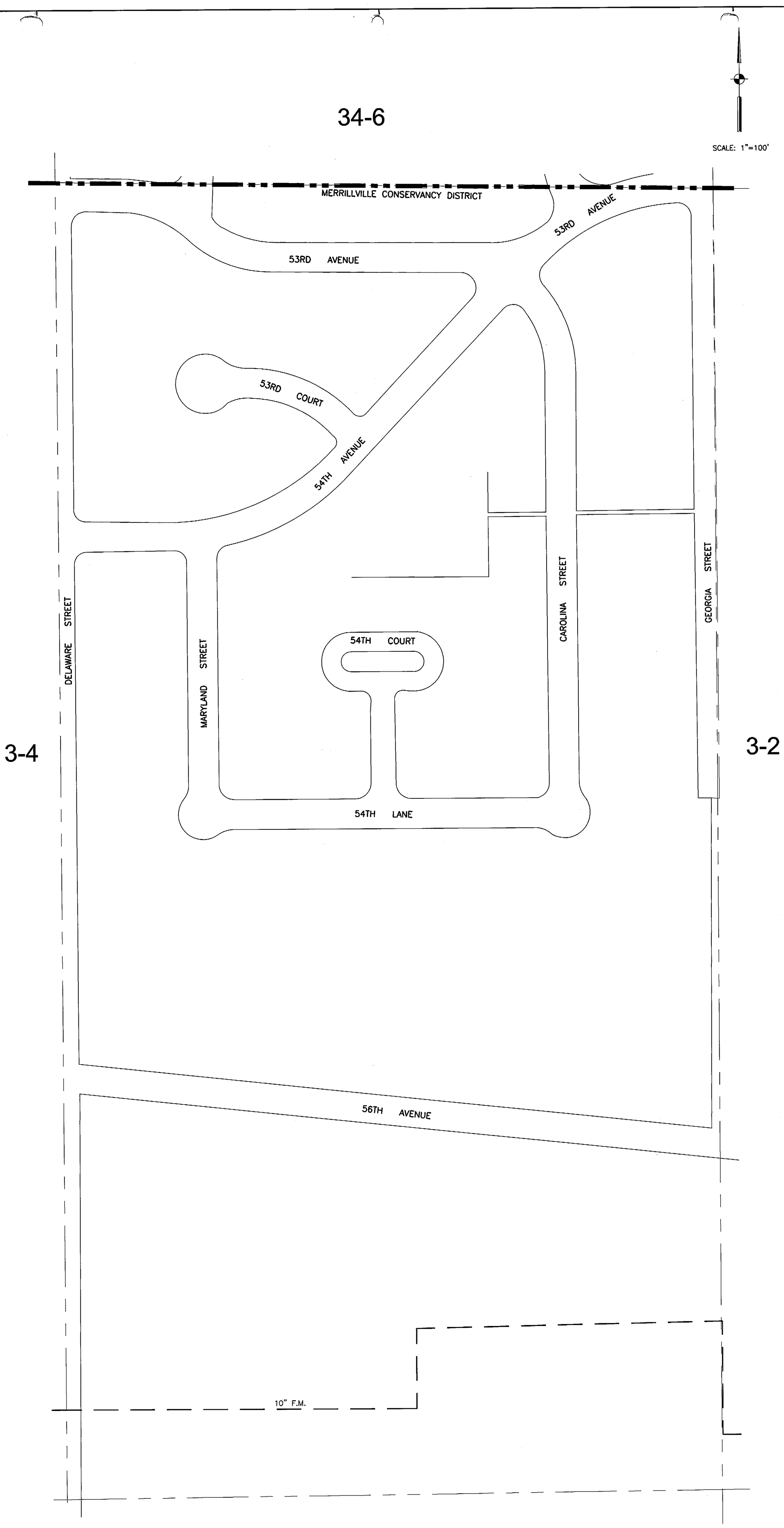
358-3-2



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3-6

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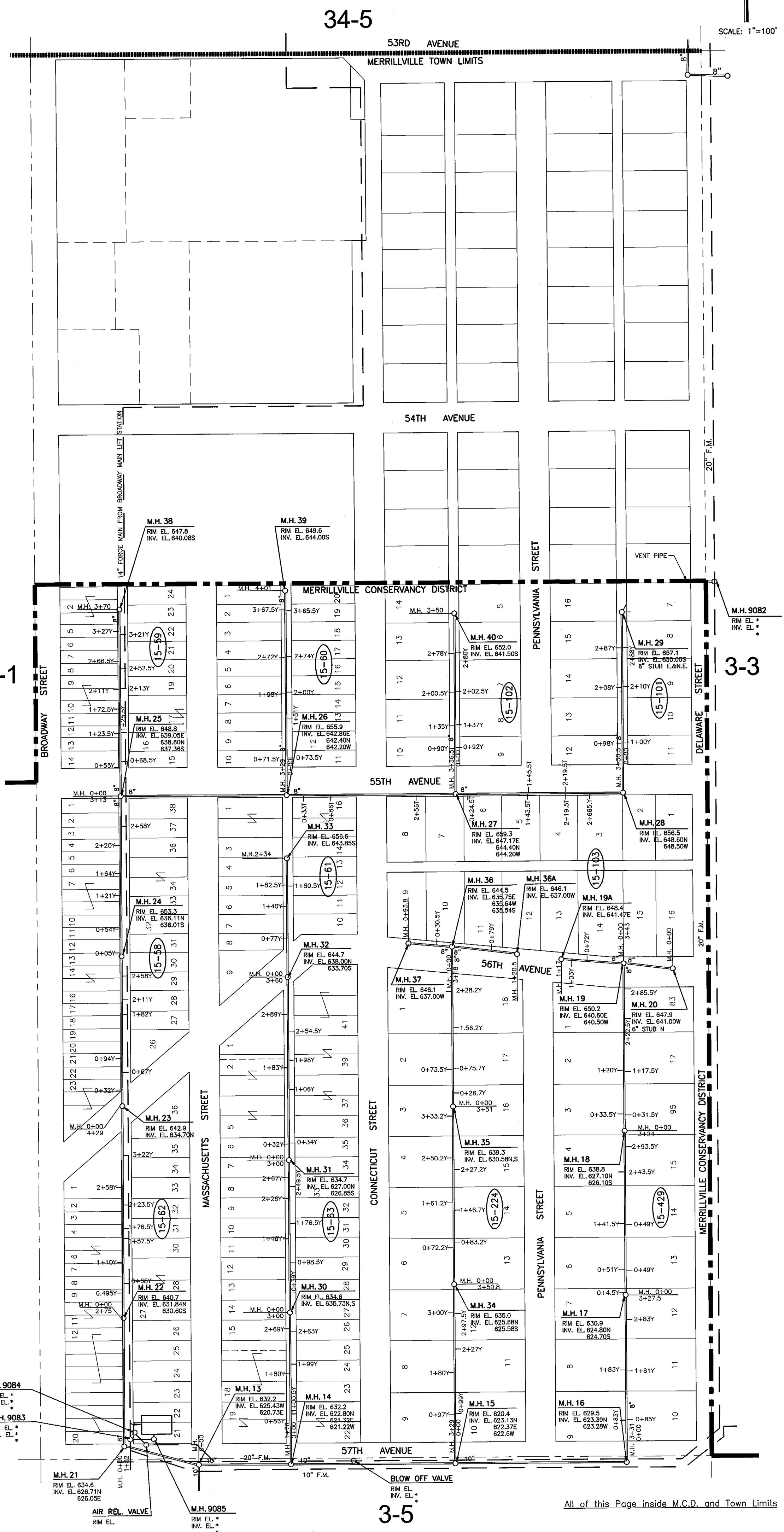
358-3-3



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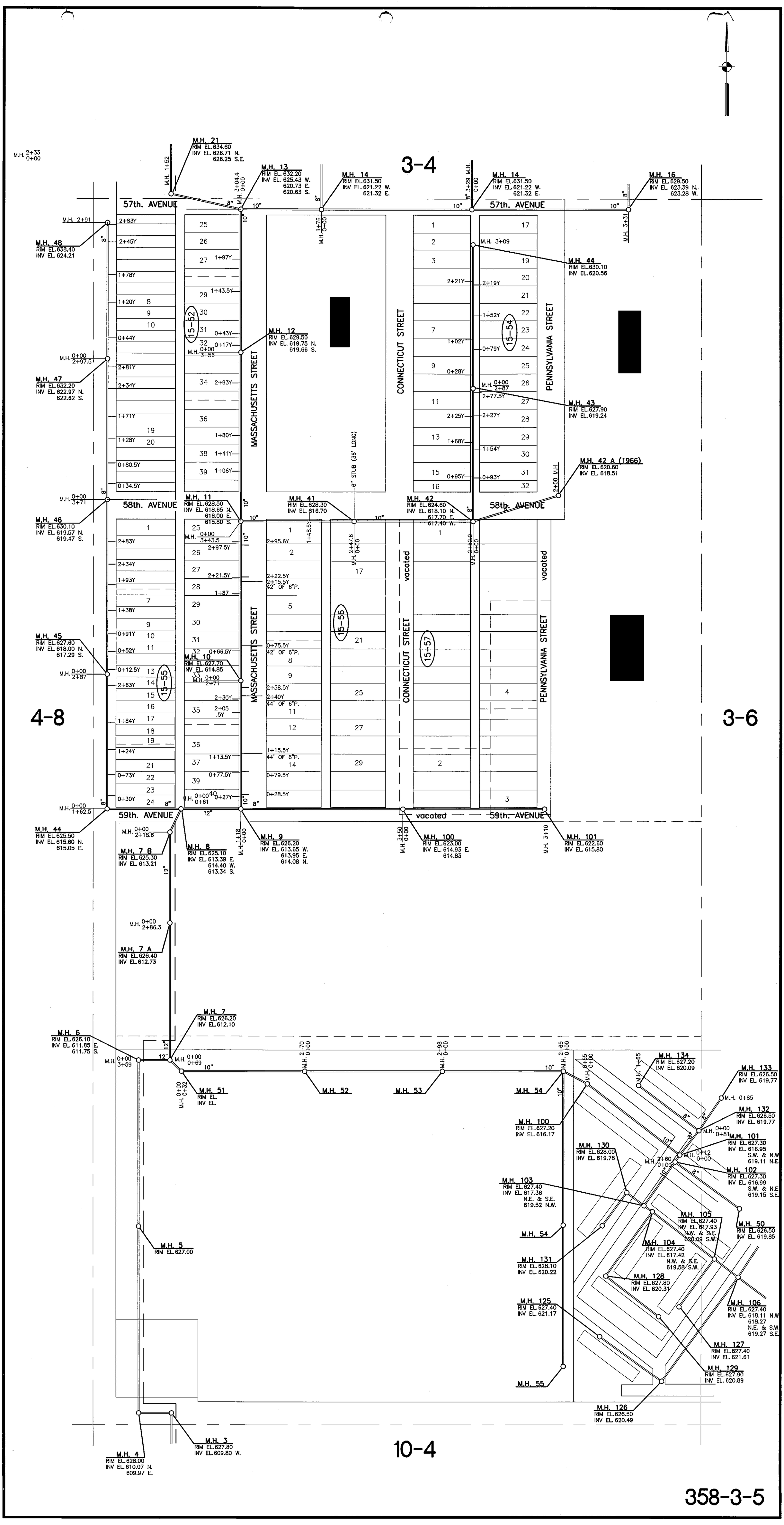
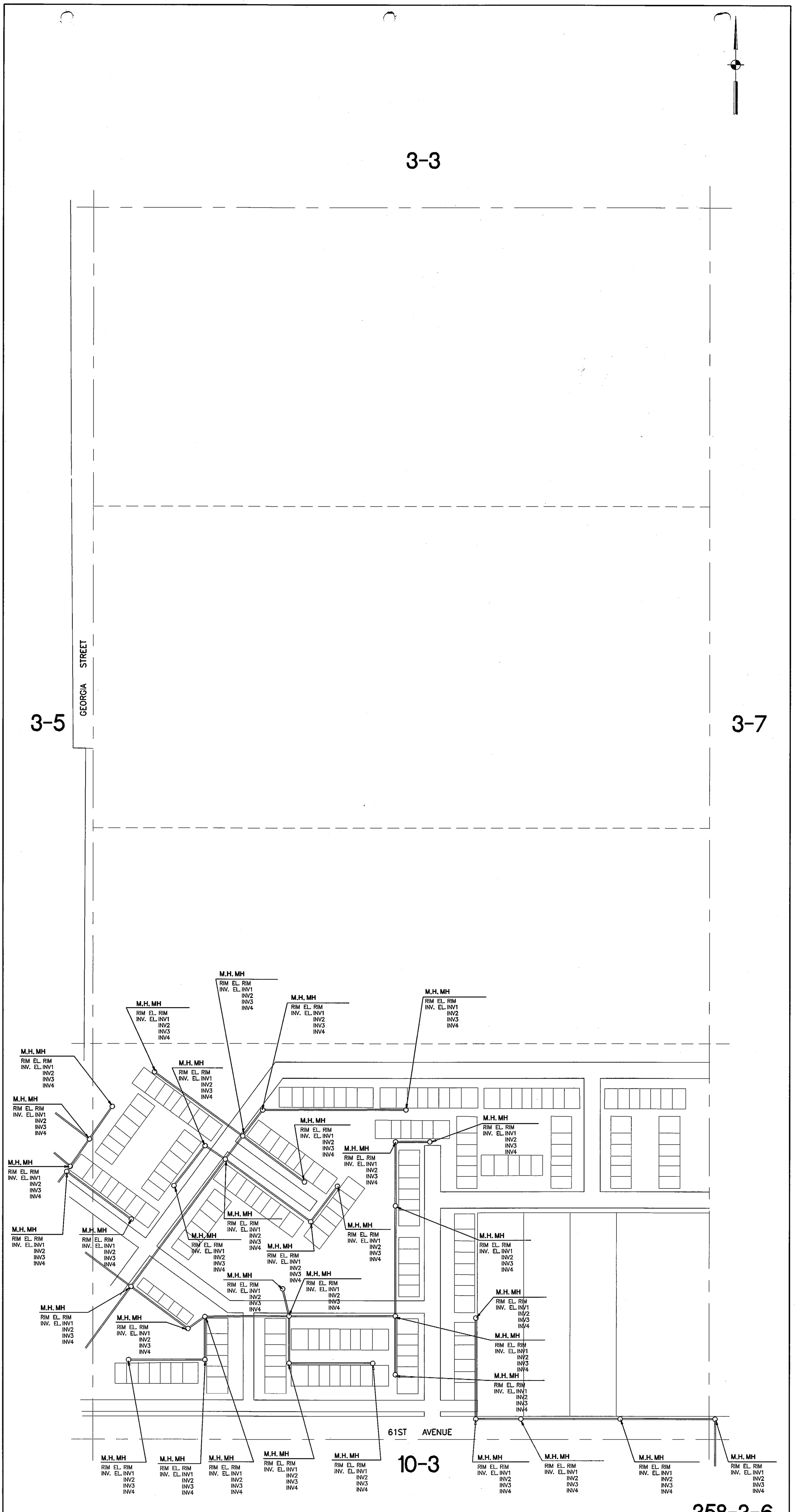
W.1/2 N.W.1/4 SEC.3,T.35N.,R.8W.

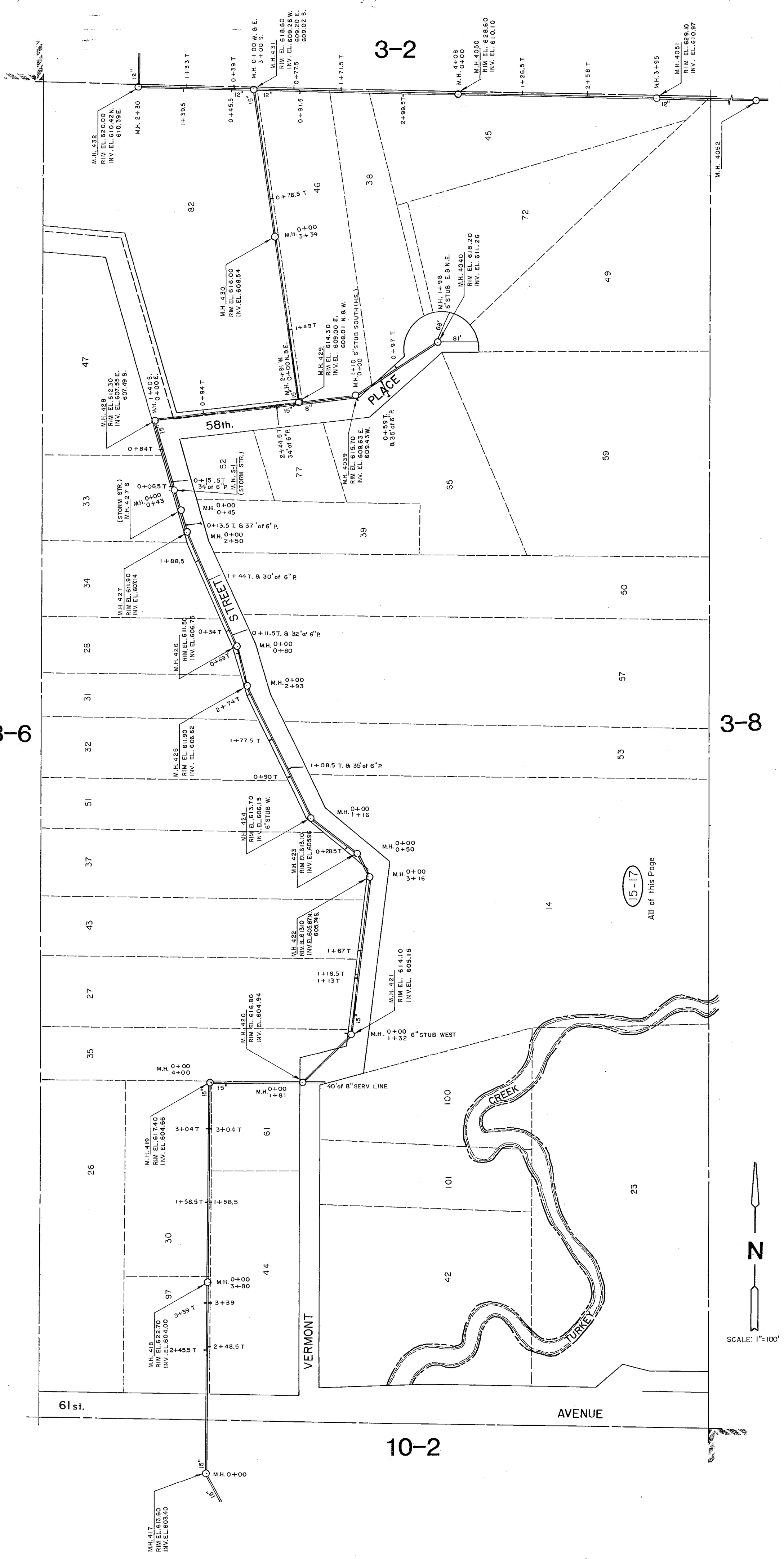
358-3-4


3-4
4-8
3-6
10-4
57th. AVENUE
58th. AVENUE
59th. AVENUE
MASSACHUSETTS STREET
CONNECTICUT STREET
PENNSYLVANIA STREET
vacated
6" STUB (36' LONG)
15-52
15-54
15-55
15-56
15-57
M.H. 21
RIM EL. 634.60
INV EL. 626.71 N.
626.25 S.E.
M.H. 13
RIM EL. 632.20
INV EL. 625.43 W.
620.73 E.
620.63 S.
M.H. 14
RIM EL. 631.50
INV EL. 621.22 W.
621.32 E.
M.H. 14
RIM EL. 631.50
INV EL. 621.22 W.
621.32 E.
M.H. 16
RIM EL. 629.50
INV EL. 623.39 N.
623.28 W.
M.H. 48
RIM EL. 638.40
INV EL. 624.21
M.H. 44
RIM EL. 630.10
INV EL. 620.56
M.H. 12
RIM EL. 629.50
INV EL. 619.75 N.
619.66 S.
M.H. 47
RIM EL. 632.20
INV EL. 622.97 N.
622.62 S.
M.H. 43
RIM EL. 627.90
INV EL. 619.24
M.H. 42 A (1966)
RIM EL. 620.60
INV EL. 618.51
M.H. 11
RIM EL. 628.50
INV EL. 618.65 N.
616.00 E.
615.80 S.
M.H. 41
RIM EL. 628.30
INV EL. 616.70
M.H. 42
RIM EL. 624.60
INV EL. 618.10 N.
617.70 E.
617.40 W.
M.H. 46
RIM EL. 630.10
INV EL. 619.57 N.
619.47 S.
M.H. 45
RIM EL. 627.60
INV EL. 618.00 N.
617.29 S.
M.H. 10
RIM EL. 627.70
INV EL. 614.85
M.H. 44
RIM EL. 625.50
INV EL. 615.60 N.
615.05 E.
M.H. 7 B
RIM EL. 625.30
INV EL. 613.21
M.H. 8
RIM EL. 625.10
INV EL. 613.39 E.
614.40 W.
613.34 S.
M.H. 9
RIM EL. 626.20
INV EL. 613.65 W.
613.95 E.
614.08 N.
M.H. 100
RIM EL. 623.00
INV EL. 614.93 E.
614.83
M.H. 101
RIM EL. 622.60
INV EL. 615.80
M.H. 7 A
RIM EL. 626.40
INV EL. 612.73
M.H. 7
RIM EL. 626.20
INV EL. 612.10
M.H. 6
RIM EL. 626.10
INV EL. 611.85 E.
611.75 S.
M.H. 51
RIM EL.
INV EL.
M.H. 52
M.H. 53
M.H. 54
M.H. 100
RIM EL. 627.20
INV EL. 616.17
M.H. 134
RIM EL. 627.20
INV EL. 620.09
M.H. 133
RIM EL. 626.50
INV EL. 619.77
M.H. 132
RIM EL. 626.50
INV EL. 619.77
M.H. 101
RIM EL. 627.30
INV EL. 616.95
S.W. & N.W.
619.11 N.E.
M.H. 102
RIM EL. 627.30
INV EL. 616.99
S.W. & N.E.
619.15 S.E.
M.H. 130
RIM EL. 628.00
INV EL. 619.76
M.H. 103
RIM EL. 627.40
INV EL. 617.36
N.E. & S.E.
619.52 N.W.
M.H. 105
RIM EL. 627.40
INV EL. 617.93
N.W. & S.E.
620.09 S.W.
M.H. 50
RIM EL. 626.50
INV EL. 619.85
M.H. 54
M.H. 104
RIM EL. 627.40
INV EL. 617.42
N.W. & S.E.
619.58 S.W.
M.H. 131
RIM EL. 628.10
INV EL. 620.22
M.H. 128
RIM EL. 627.80
INV EL. 620.31
M.H. 125
RIM EL. 627.40
INV EL. 621.17
M.H. 106
RIM EL. 627.40
INV EL. 618.11 N.W.
618.27
N.E. & S.W.
619.27 S.E.
M.H. 127
RIM EL. 627.40
INV EL. 621.61
M.H. 129
RIM EL. 627.90
INV EL. 620.89
M.H. 55
M.H. 126
RIM EL. 626.50
INV EL. 620.49
M.H. 5
RIM EL. 627.00
M.H. 4
RIM EL. 628.00
INV EL. 610.07 N.
609.97 E.
M.H. 3
RIM EL. 627.80
INV EL. 609.80 W.

358-3-5


3-3
3-5
3-7
GEORGIA STREET
61ST AVENUE
10-3
M.H. MH
RIM EL. RIM
INV. EL. INV1
INV2
INV3
INV4

358-3-6



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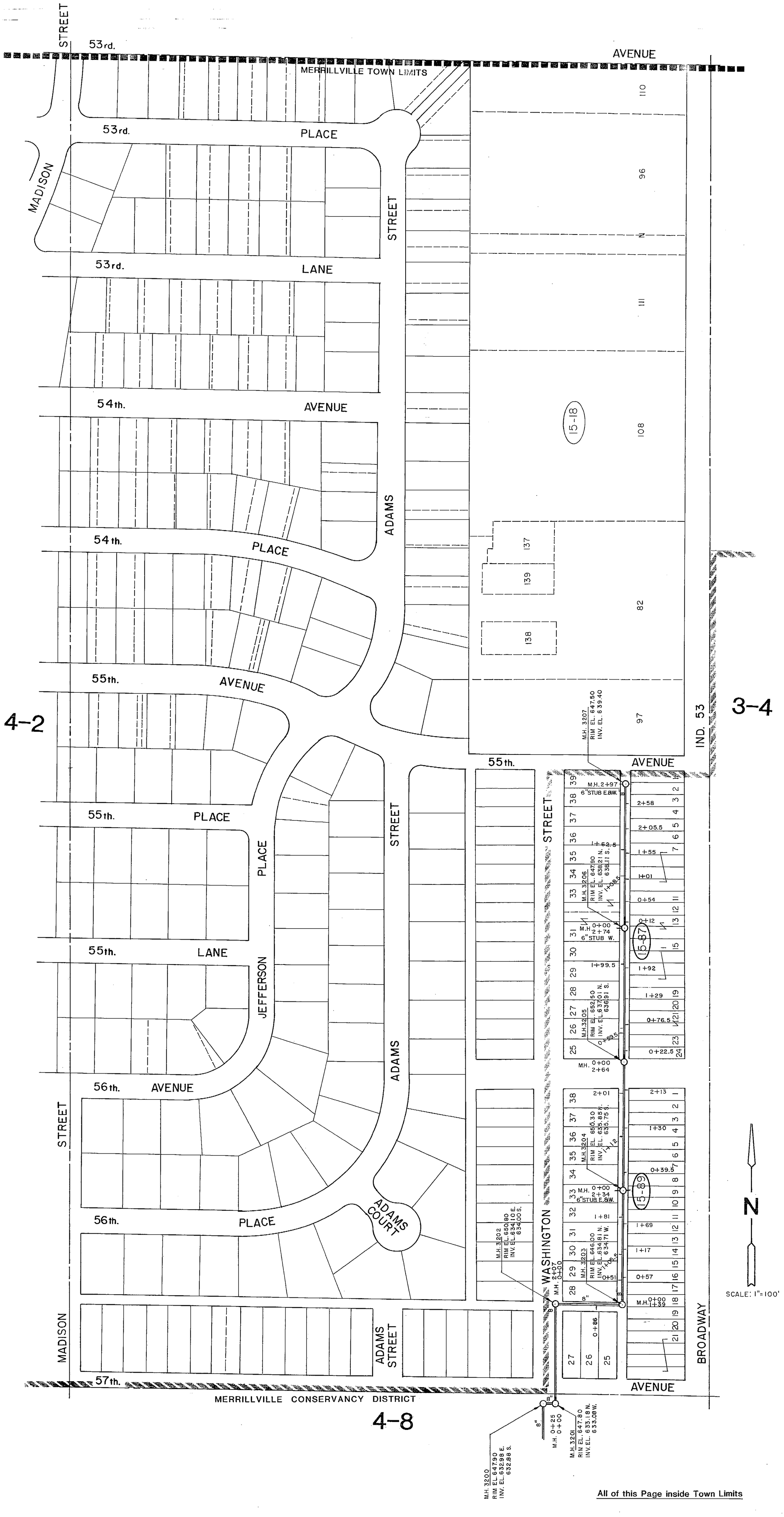

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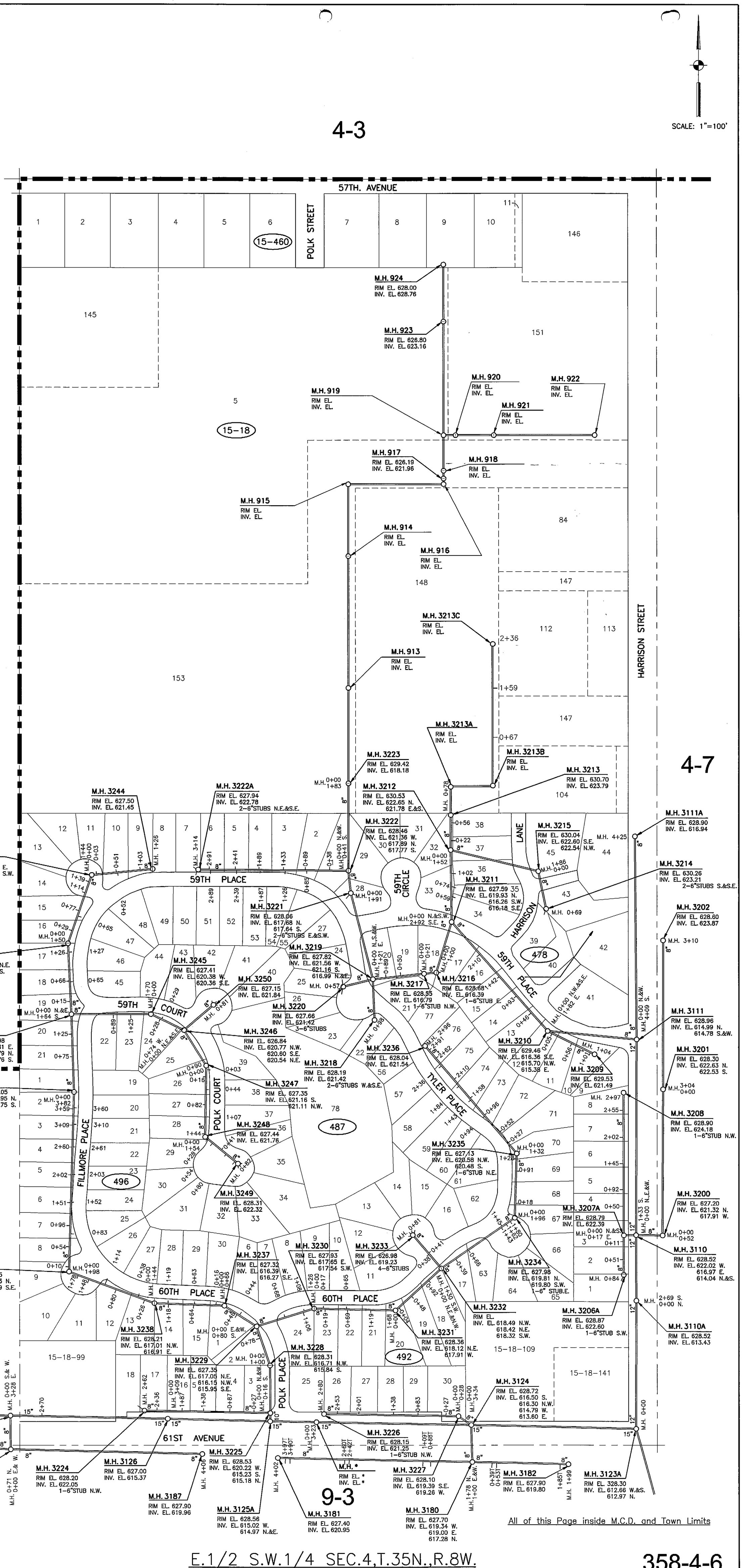
4-3
SCALE: 1"=100'
57TH. AVENUE
POLK STREET
HARRISON STREET
4-5
4-7
9-3
59TH PLACE
59TH CIRCLE
59TH COURT
HARRISON LANE
TYLER PLACE
FILLMORE PLACE
POLK COURT
60TH PLACE
POLK PLACE
61ST AVENUE
15-460
15-18
478
487
496
492
15-18-99
15-18-109
15-18-141
M.H. 924
RIM EL. 628.00
INV. EL. 628.76
M.H. 923
RIM EL. 626.80
INV. EL. 623.16
M.H. 920
RIM EL.
INV. EL.
M.H. 922
RIM EL.
INV. EL.
M.H. 921
RIM EL.
INV. EL.
M.H. 919
RIM EL.
INV. EL.
M.H. 917
RIM EL. 626.19
INV. EL. 621.96
M.H. 918
RIM EL.
INV. EL.
M.H. 915
RIM EL.
INV. EL.
M.H. 914
RIM EL.
INV. EL.
M.H. 916
RIM EL.
INV. EL.
M.H. 3213C
RIM EL.
INV. EL.
M.H. 913
RIM EL.
INV. EL.
M.H. 3213A
RIM EL.
INV. EL.
M.H. 3213B
RIM EL.
INV. EL.
M.H. 3213
RIM EL. 630.70
INV. EL. 623.79
M.H. 3223
RIM EL. 629.42
INV. EL. 618.18
M.H. 3212
RIM EL. 630.53
INV. EL. 622.65 N.
621.78 E.&S.
M.H. 3222A
RIM EL. 627.94
INV. EL. 622.78
2-6"STUBS N.E.&S.E.
M.H. 3244
RIM EL. 627.50
INV. EL. 621.45
M.H. 3222
RIM EL. 628.46
INV. EL. 621.36 W.
617.89 N.
617.77 S.
M.H. 3215
RIM EL. 630.04
INV. EL. 622.60 S.E.
622.54 N.W.
M.H. 3111A
RIM EL. 628.90
INV. EL. 616.94
M.H. 3243
RIM EL. 627.29
INV. EL. 620.59 E.
620.19 S.W.
M.H. 3211
RIM EL. 627.59
INV. EL. 619.93 N.
616.26 S.W.
616.18 S.E.
M.H. 3214
RIM EL. 630.26
INV. EL. 623.21
2-6"STUBS S.&S.E.
M.H. 3221
RIM EL. 628.06
INV. EL. 617.68 N.
617.64 S.
2-6"STUBS E.&S.W.
M.H. 3202
RIM EL. 628.60
INV. EL. 623.87
M.H. 3242
RIM EL. 627.54
INV. EL. 620.42 N.E.
620.04 S.
M.H. 3219
RIM EL. 627.82
INV. EL. 621.56 W.
621.16 S.
616.99 N.&E.
M.H. 3245
RIM EL. 627.41
INV. EL. 620.38 W.
620.36 S.E.
M.H. 3250
RIM EL. 627.15
INV. EL. 621.84
M.H. 3217
RIM EL. 628.55
INV. EL. 619.79
1-6"STUB N.W.
M.H. 3216
RIM EL. 628.68
INV. EL. 619.39
1-6"STUB E.
M.H. 3111
RIM EL. 628.96
INV. EL. 614.99 N.
614.78 S.&W.
M.H. 3241
RIM EL. 627.98
INV. EL. 619.81 E.
619.79 N.
619.76 S.
M.H. 3220
RIM EL. 627.66
INV. EL. 621.42
3-6"STUBS
M.H. 3246
RIM EL. 626.84
INV. EL. 620.77 N.W.
620.60 S.E.
620.54 N.E.
M.H. 3236
RIM EL. 628.04
INV. EL. 621.54
M.H. 3210
RIM EL. 629.46
INV. EL. 616.36 S.E.
615.70 N.W.
615.38 E.
M.H. 3201
RIM EL. 628.30
INV. EL. 622.63 N.
622.53 S.
M.H. 3240
RIM EL. 627.05
INV. EL. 618.95 N.
618.75 S.
M.H. 3218
RIM EL. 628.19
INV. EL. 621.42
2-6"STUBS W.&S.E.
M.H. 3247
RIM EL. 627.35
INV. EL. 621.16 S.
621.11 N.W.
M.H. 3209
RIM EL. 629.53
INV. EL. 621.49
M.H. 3208
RIM EL. 628.90
INV. EL. 624.18
1-6"STUB N.W.
M.H. 3248
RIM EL. 627.44
INV. EL. 621.76
M.H. 3235
RIM EL. 627.13
INV. EL. 620.58 N.W.
620.48 S.
1-6"STUB N.E.
M.H. 3200
RIM EL. 627.20
INV. EL. 621.32 N.
617.91 W.
M.H. 3249
RIM EL. 628.31
INV. EL. 622.32
M.H. 3207A
RIM EL. 628.79
INV. EL. 622.39
M.H. 3110
RIM EL. 628.52
INV. EL. 622.02 W.
616.97 E.
614.04 N.&S.
M.H. 3239
RIM EL. 327.65
INV. EL. 617.73 N.
617.69 S.E.
M.H. 3237
RIM EL. 627.32
INV. EL. 616.39 W.
616.27 S.E.
M.H. 3230
RIM EL. 627.93
INV. EL. 617.65 E.
617.54 S.W.
M.H. 3233
RIM EL. 626.98
INV. EL. 619.23
4-6"STUBS
M.H. 3234
RIM EL. 627.98
INV. EL. 619.81 N.
619.80 S.W.
1-6" STUB.E.
M.H. 3232
RIM EL.
INV. EL. 618.49 N.W.
618.42 N.E.
618.32 S.W.
M.H. 3206A
RIM EL. 628.87
INV. EL. 622.60
1-6"STUB S.W.
M.H. 3110A
RIM EL. 628.52
INV. EL. 613.43
M.H. 3238
RIM EL. 628.21
INV. EL. 617.01 N.W.
616.91 E.
M.H. 3231
RIM EL. 628.36
INV. EL. 618.12 N.E.
617.91 W.
M.H. 3228
RIM EL. 628.31
INV. EL. 616.71 N.W.
615.84 S.
M.H. 3229
RIM EL. 627.35
INV. EL. 617.05 N.E.
616.15 N.W.
615.95 S.E.
M.H. 3124
RIM EL. 628.72
INV. EL. 616.50 S.
616.30 N.W.
614.79 W.
613.60 E.
M.H. 3127
RIM EL. 626.90
INV. EL. 616.28 E.&W.
618.00 S.
M.H. 3226
RIM EL. 628.15
INV. EL. 621.25
1-6"STUB N.W.
M.H. 3183
RIM EL. 627.60
INV. EL. 618.34 E.&W.
618.29 N.
M.H. 3224
RIM EL. 628.20
INV. EL. 622.05
1-6"STUB N.W.
M.H. 3126
RIM EL. 627.00
INV. EL. 615.37
M.H. 3225
RIM EL. 628.53
INV. EL. 620.22 W.
615.23 S.
615.18 N.
M.H. 3227
RIM EL. 628.10
INV. EL. 619.39 S.E.
619.26 W.
M.H. 3182
RIM EL. 627.90
INV. EL. 619.80
M.H. 3123A
RIM EL. 328.30
INV. EL. 612.66 W.&S.
612.97 N.
M.H. 3187
RIM EL. 627.90
INV. EL. 619.96
M.H. 3125A
RIM EL. 628.56
INV. EL. 615.02 W.
614.97 N.&E.
M.H. 3181
RIM EL. 627.40
INV. EL. 620.95
M.H. 3180
RIM EL. 627.70
INV. EL. 619.34 W.
619.00 E.
617.28 N.
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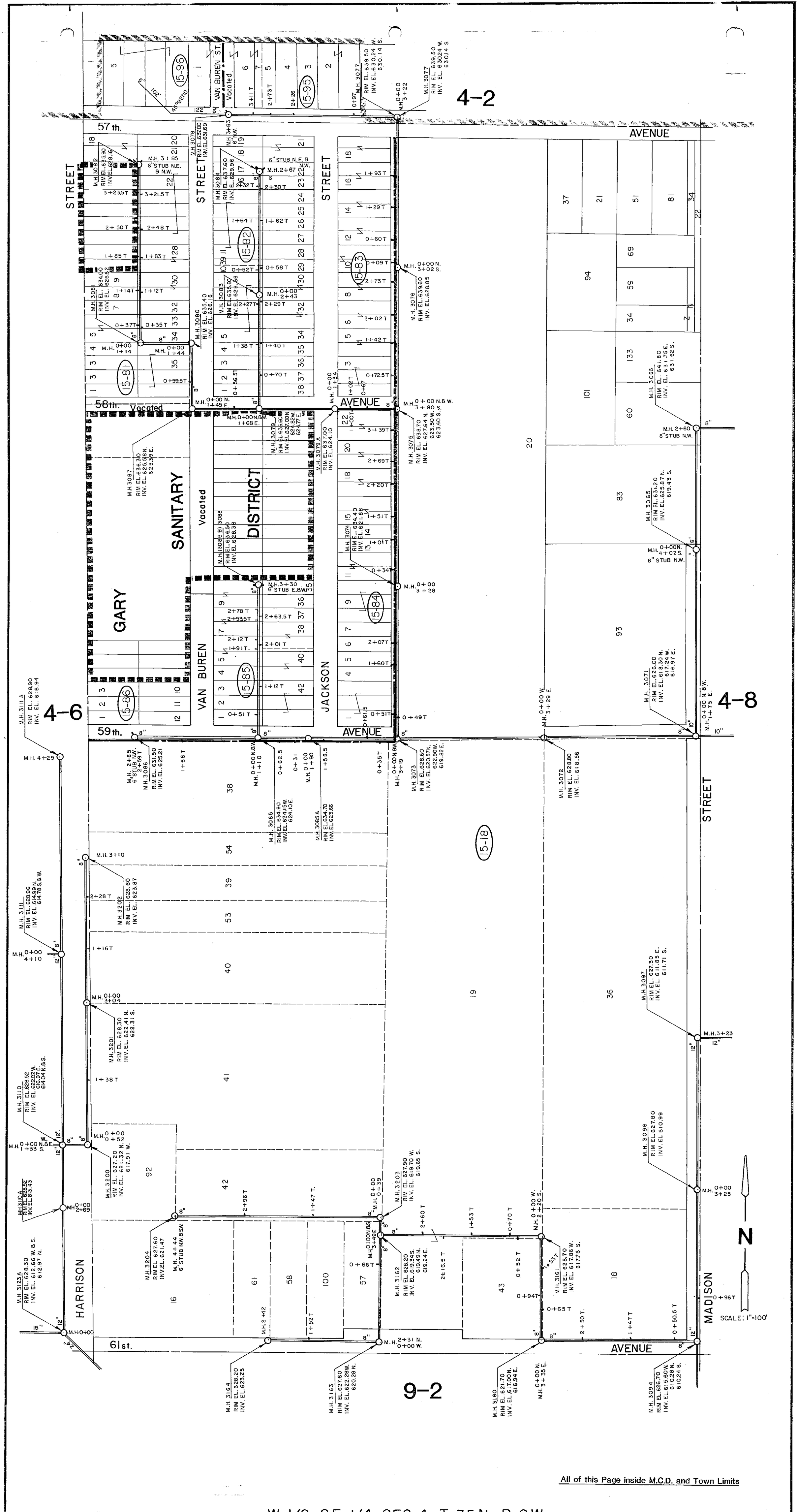
E.1/2 S.W.1/4 SEC.4,T.35N.,R.8W.
358-4-6



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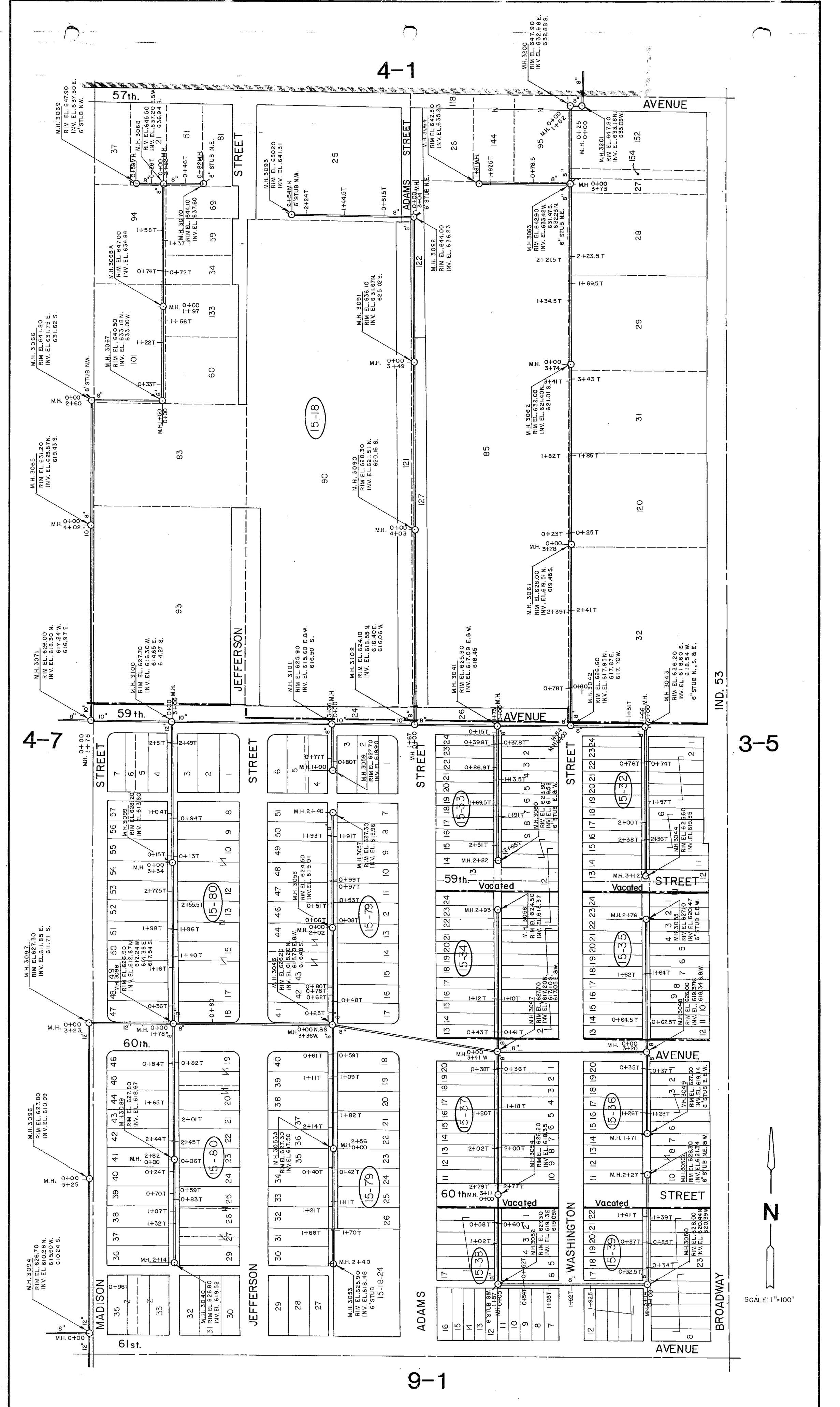

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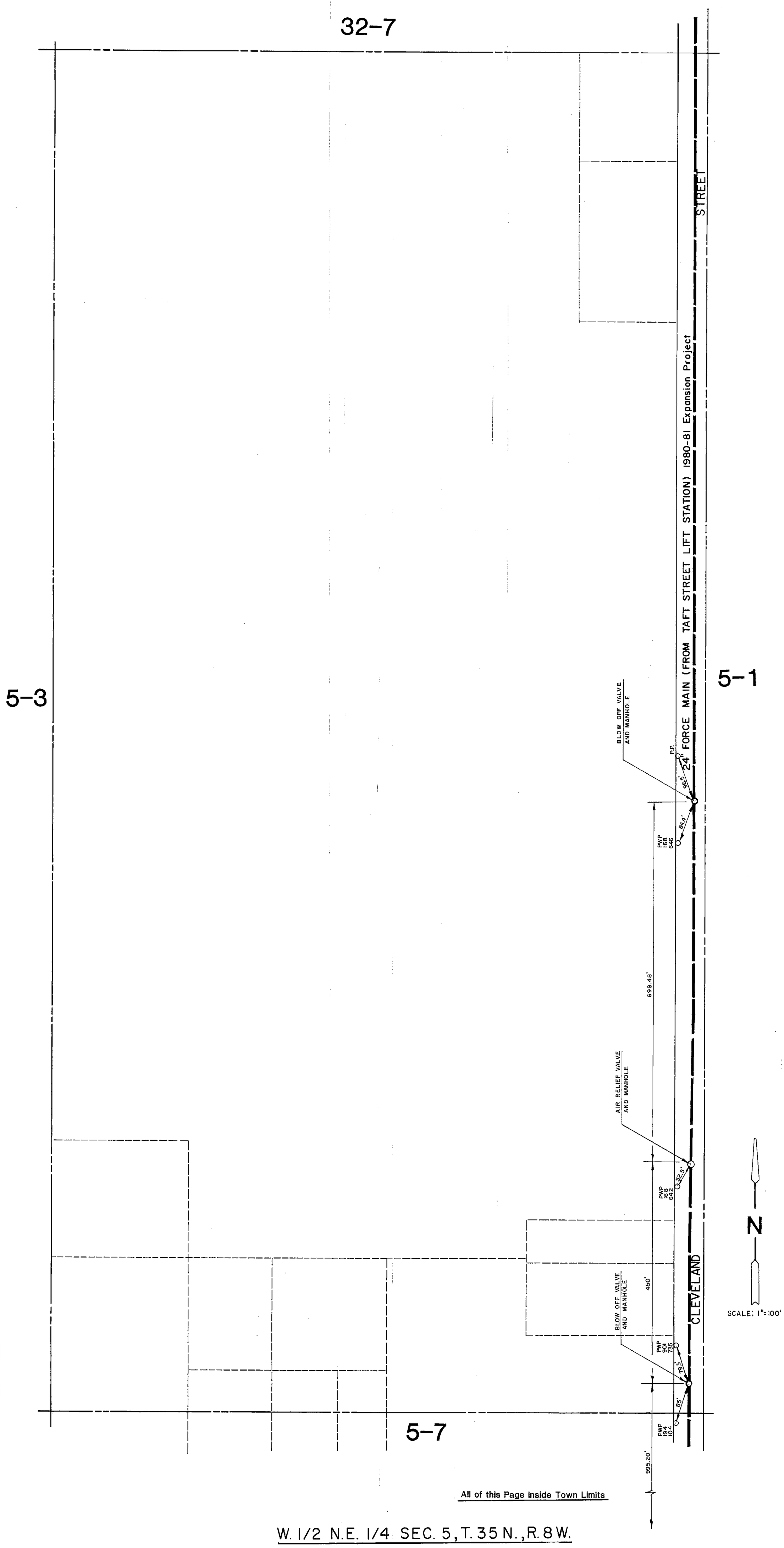
358-4-8



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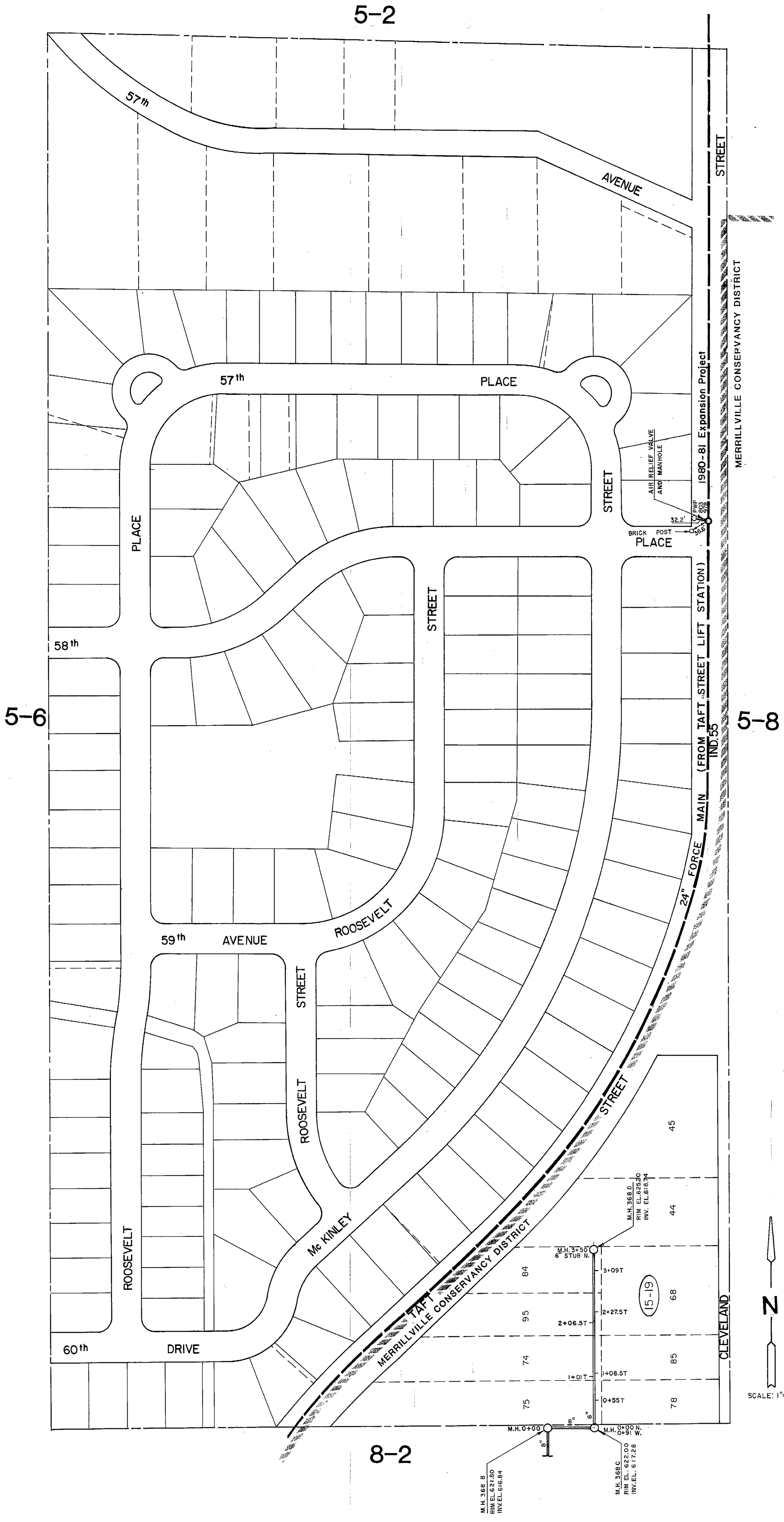

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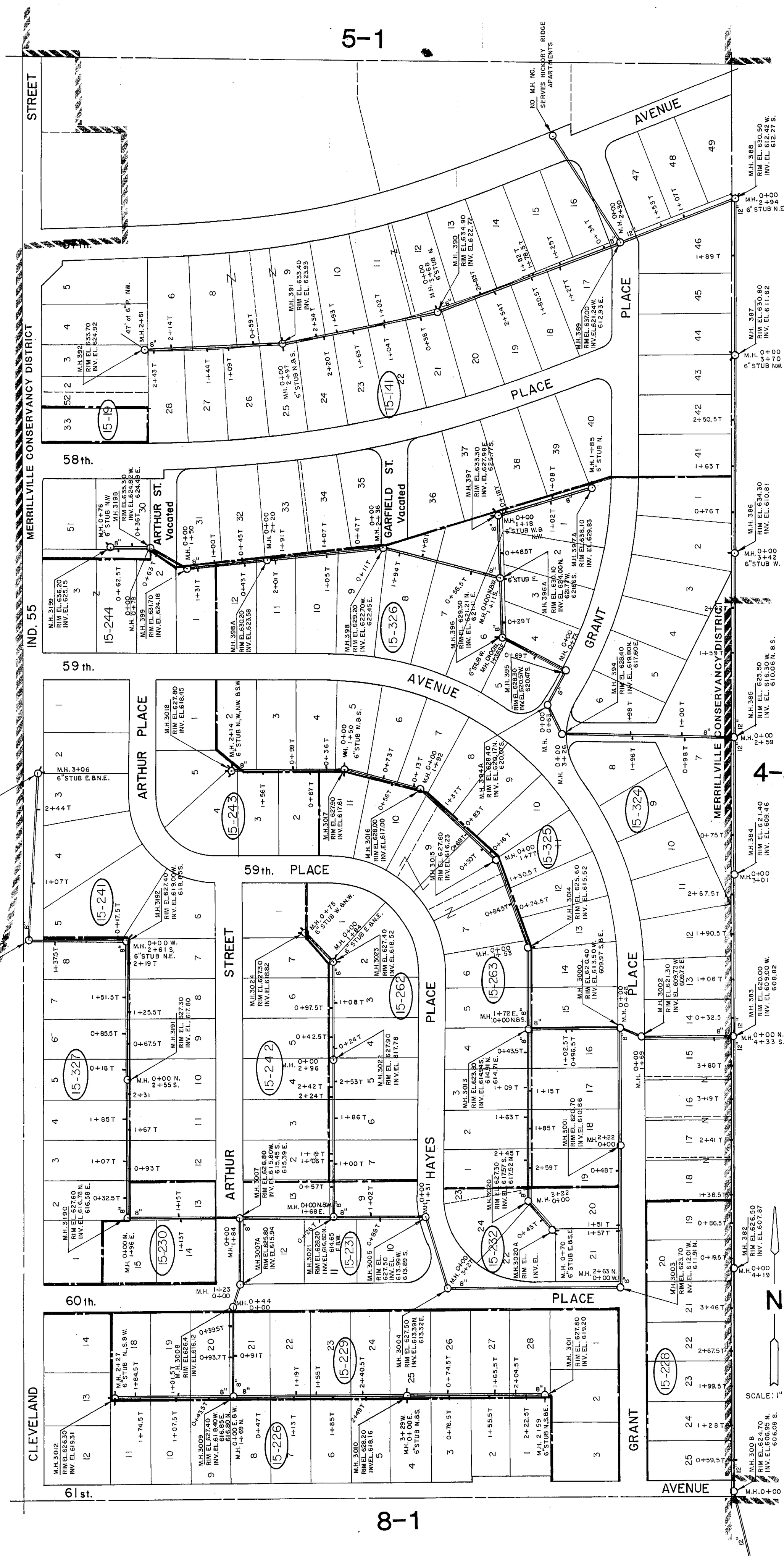

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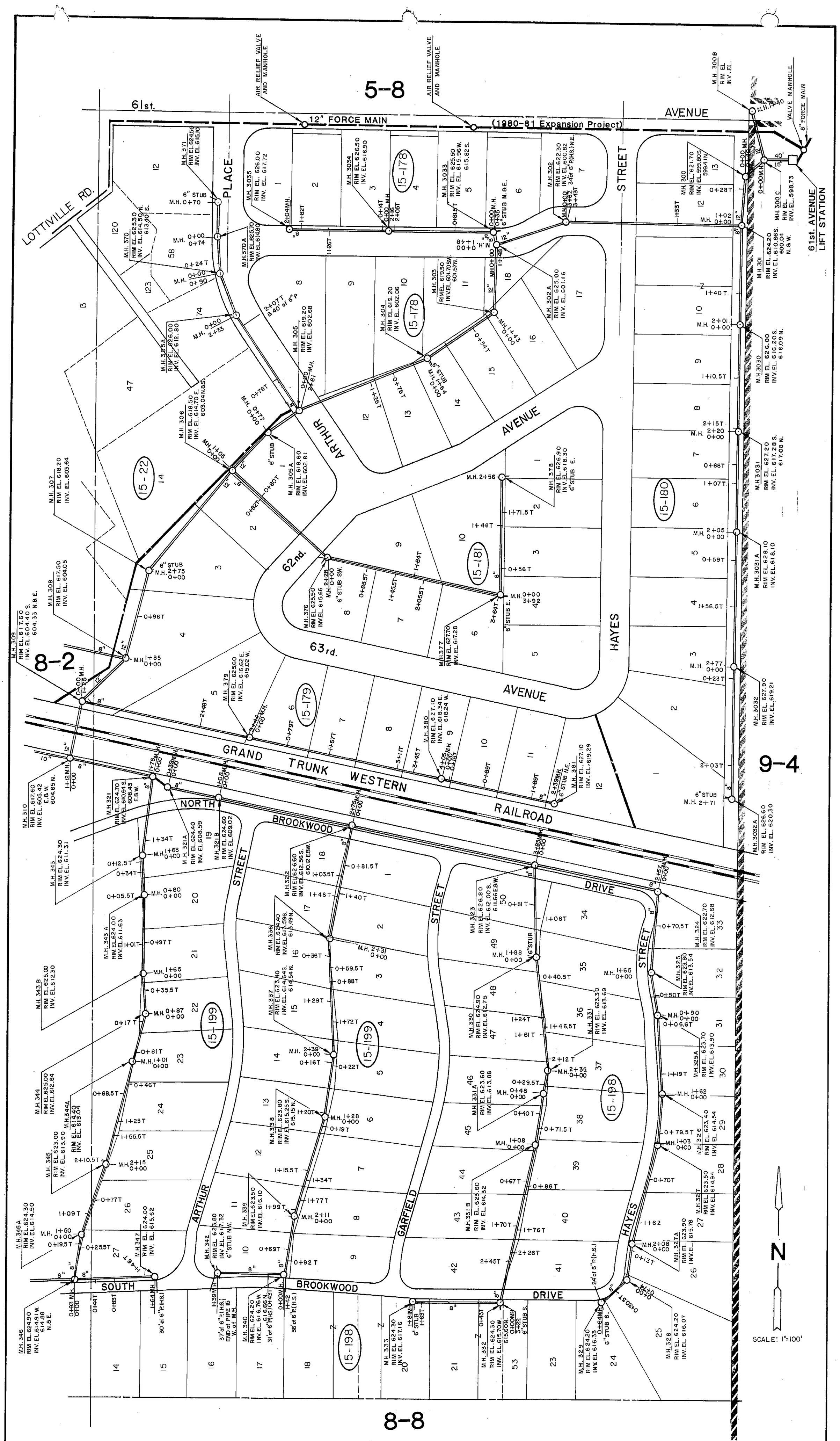
E. 1/2 S.E. 1/4 SEC. 5, T. 35 N., R. 8 W.

358-5-8



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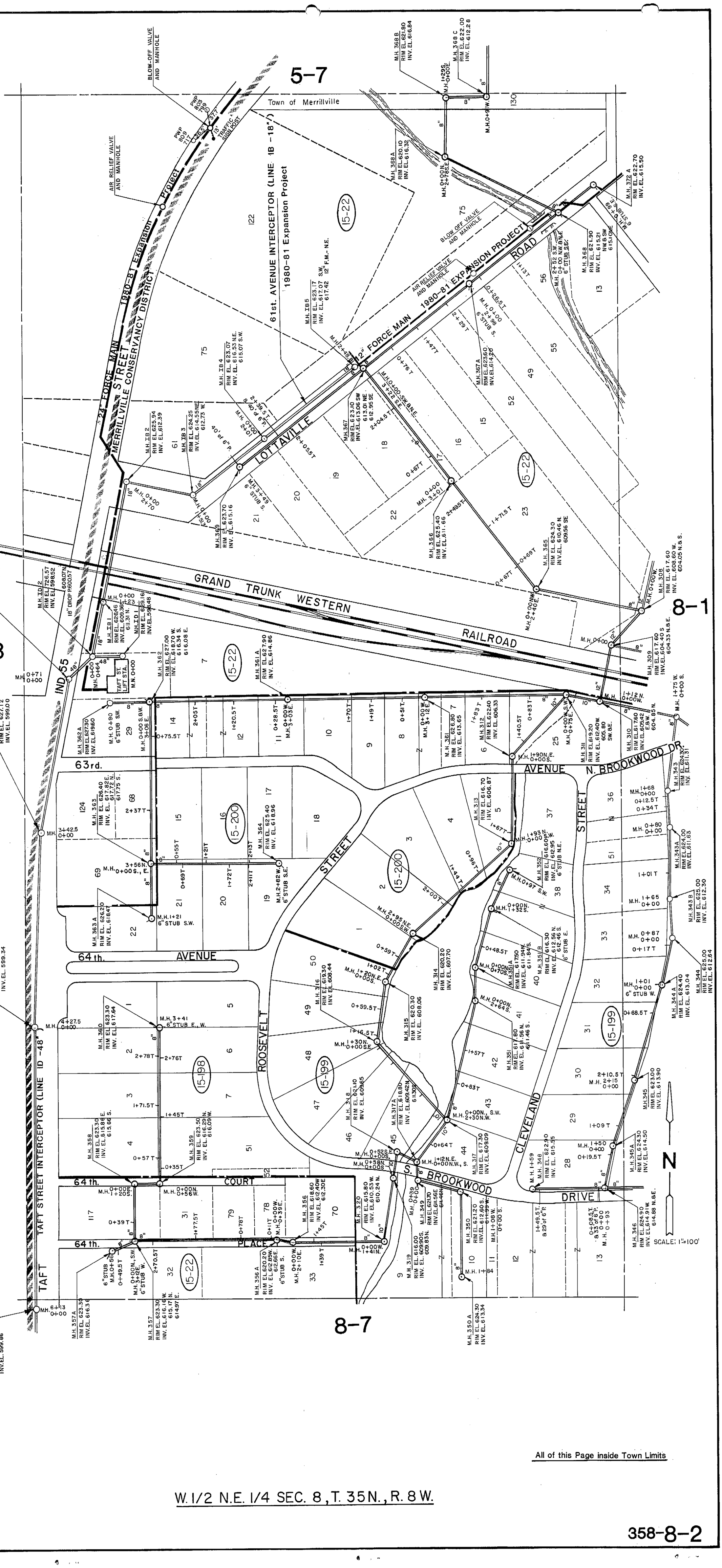
358-8-1



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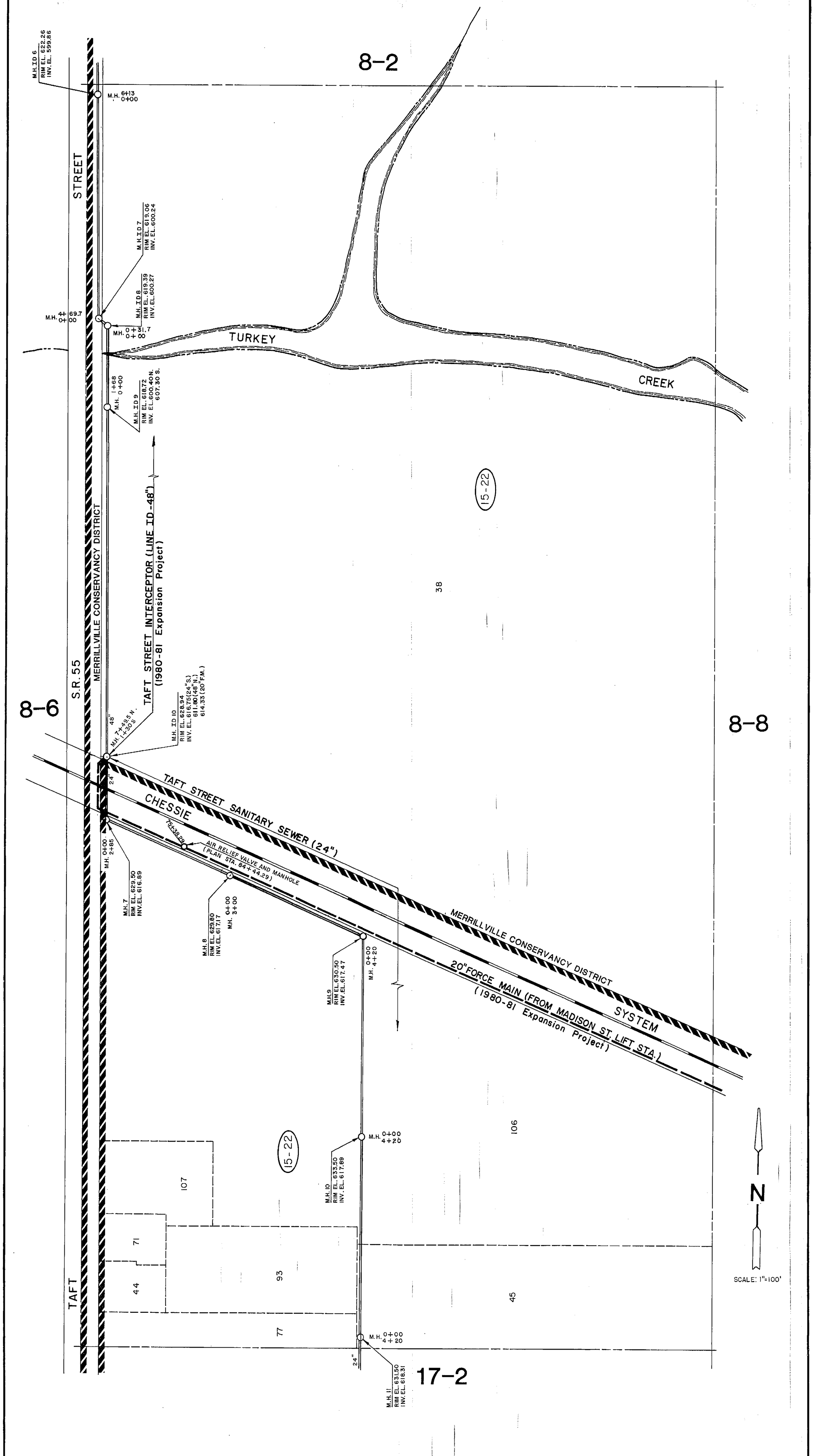

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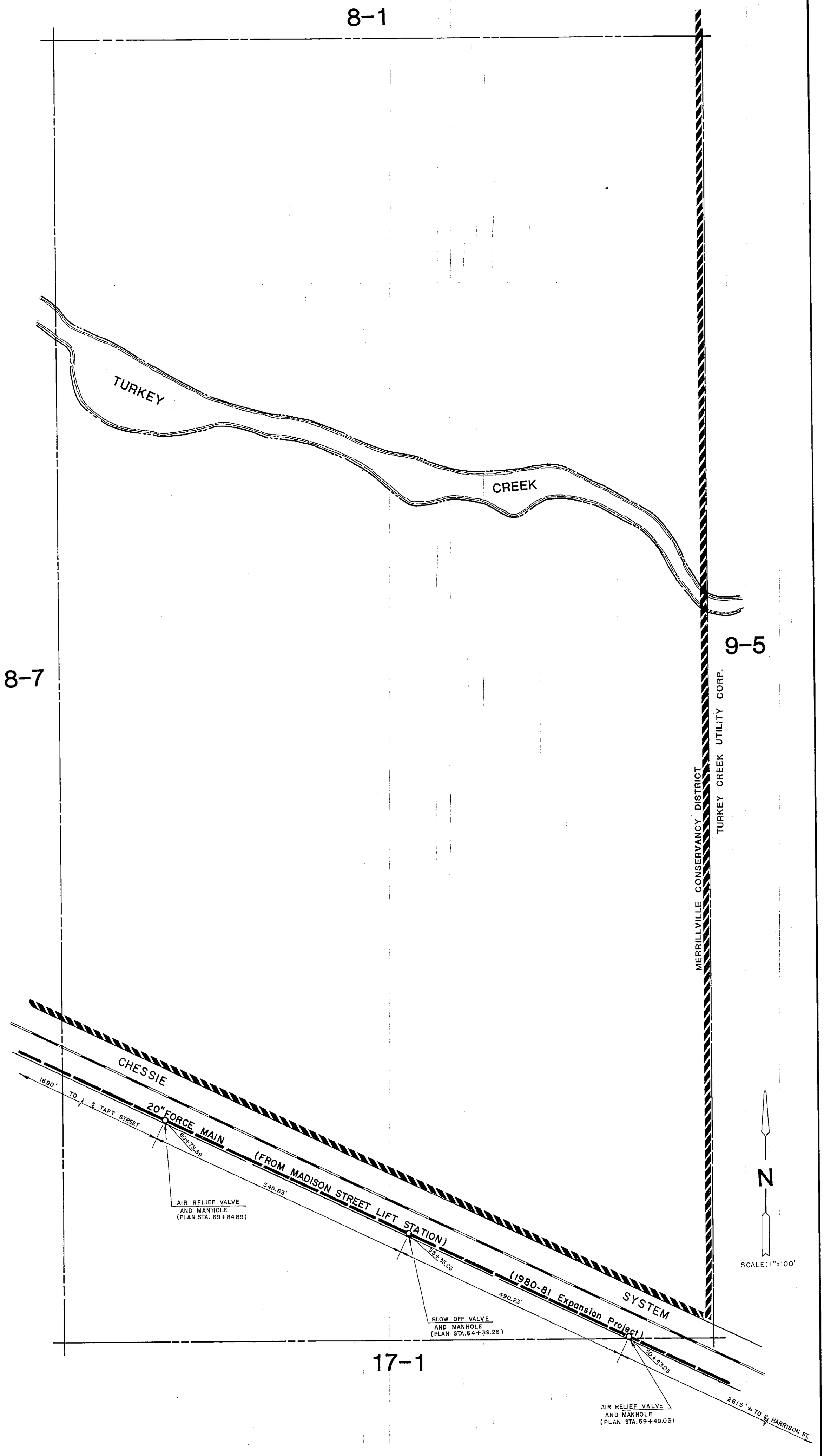

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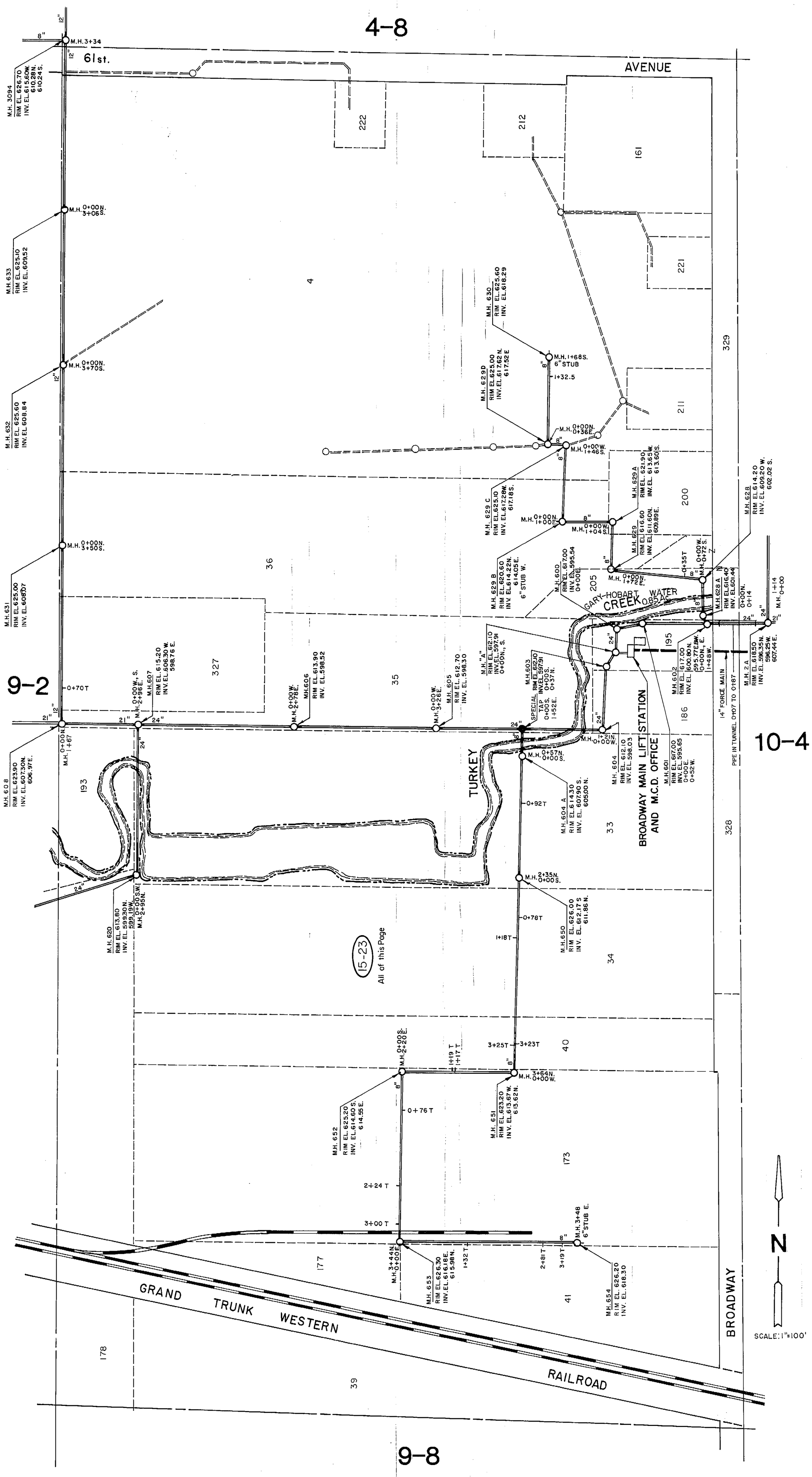

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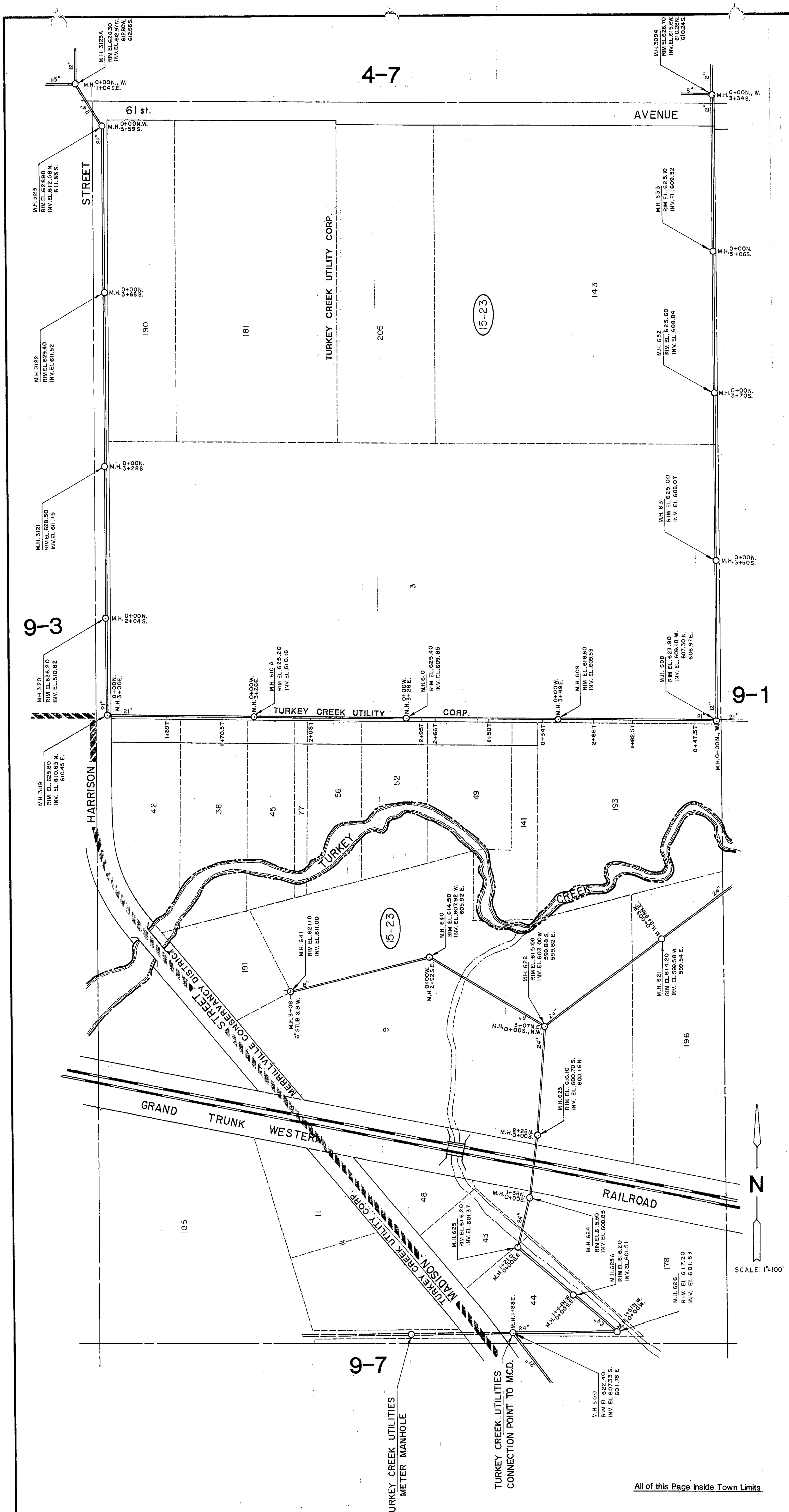

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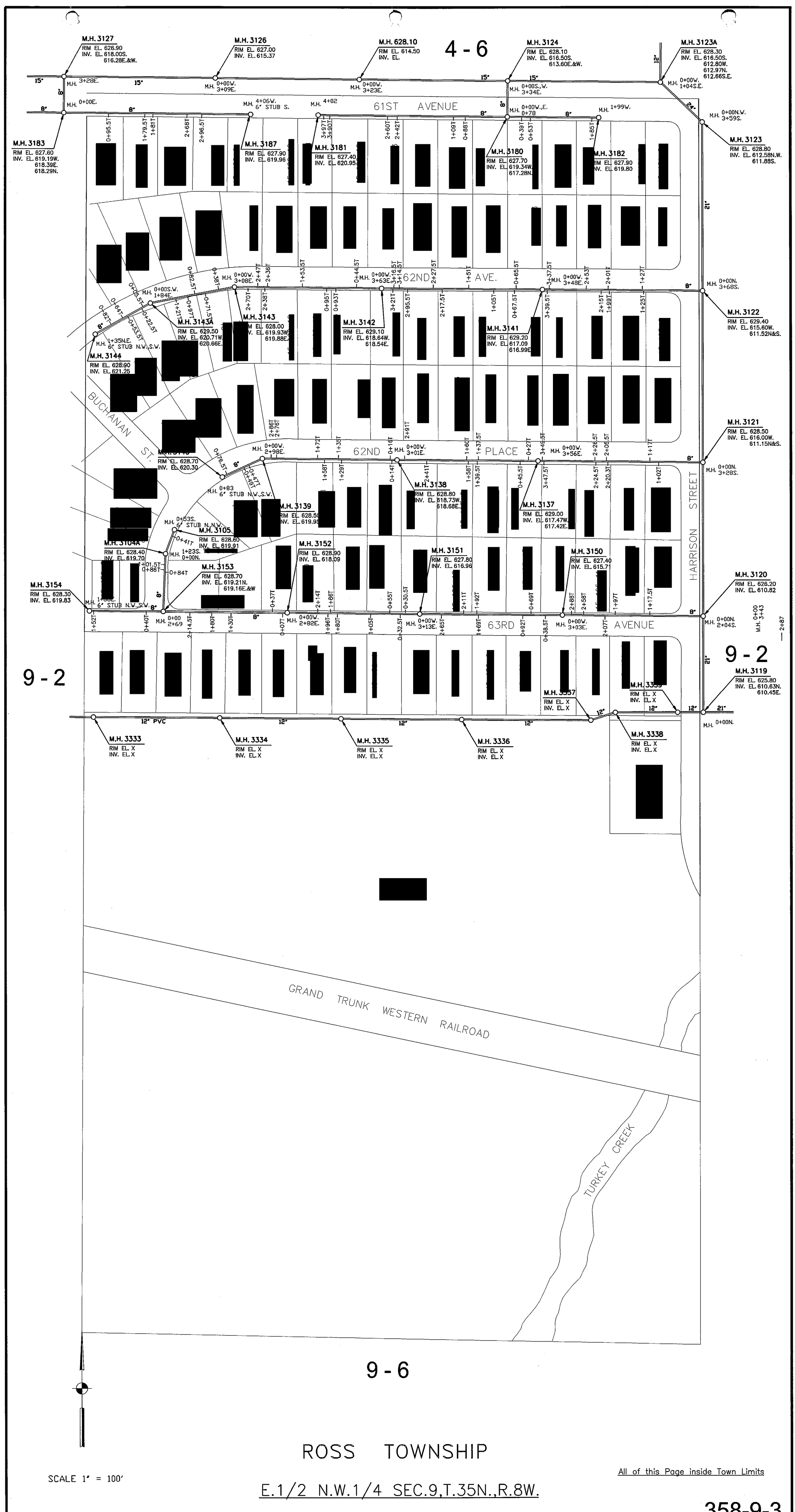


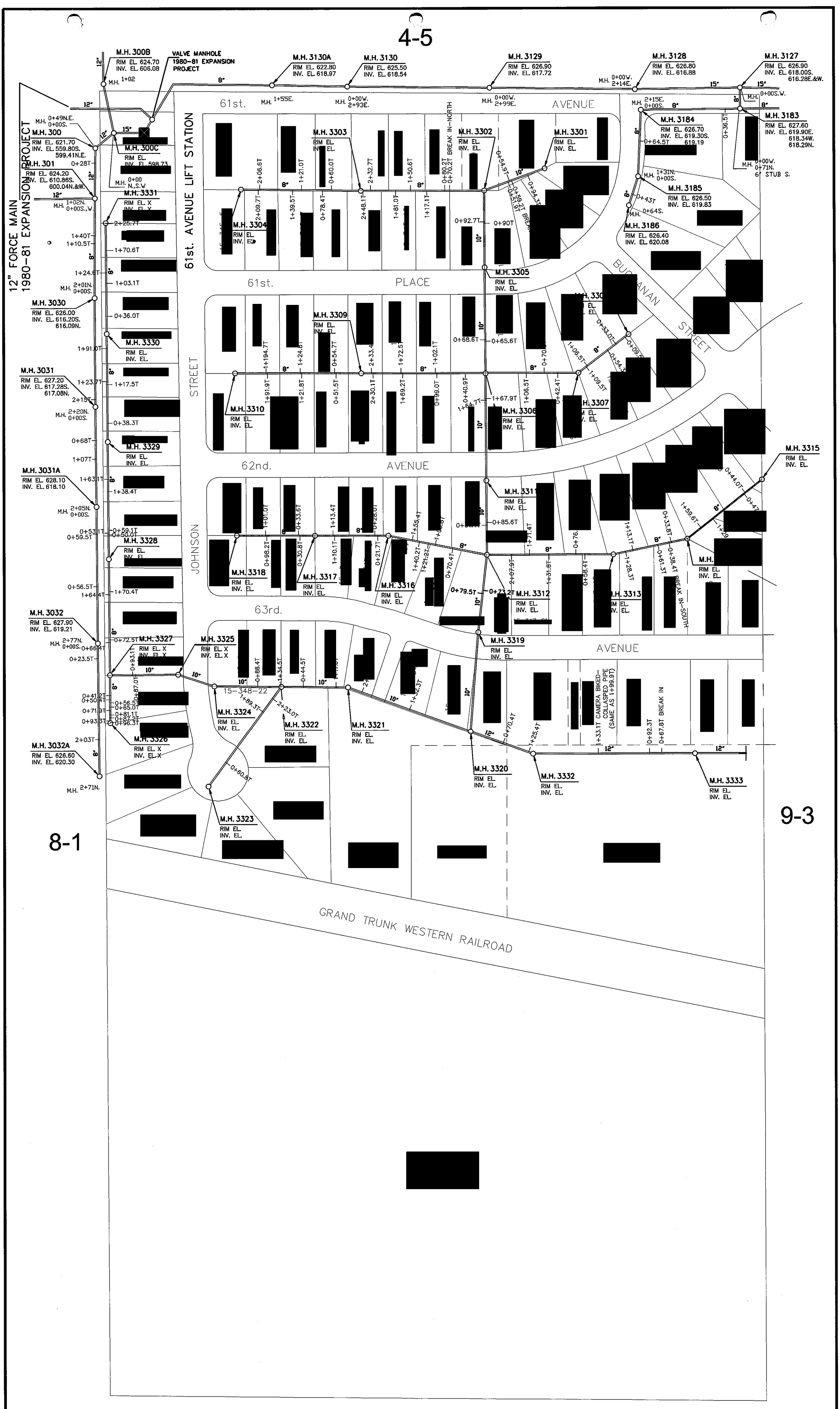
ROSS TOWNSHIP

SCALE 1" = 100'

All of this Page inside Town Limits

E.1/2 N.W.1/4 SEC.9,T.35N.,R.8W.

358-9-3



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ROSS TOWNSHIP

SCALE 1" = 100'

W.1/2 N.W.1/4 SEC.9,T.35N.,R.8W

358-9-4

[redacted]

8-8

9-6

[redacted]

[redacted]

NOTE: THE COLONIES, SEWER LINES WITH MEASUREMENTS, MANHOLE NUMBERS & STREET MEASUREMENTS ON SEPARATE SHEETS

M.H. 62
RIM
INV.

12"

12"

M.H. 62A
RIM
INV.

BLVD.

12"

M.H. 237
RIM
INV.

0+24.3T

0+84.6T

1+47.1T

2+10.0T

12"

2+73.0T

3+40.9T

M.H. 240
RIM
INV.

0+45.5T

0+57.7T

8"

1+05.5T

1+22.7T

1+34.9T

1+52.4T

M.H. 240-A
RIM
INV.

"B"

0+36.3T

8"

"A"

SEE PAGE
12-9E-1

8"

THE FAIRWAYS [redacted]

M.H. 241
RIM
INV.

SEE PAGE 12-9E-1

0+37.9T

8"

FILMORE

69TH

1+00.6T

1+13.1T

0+24.3T

M.H. 238
RIM
INV.

M.H. 241-A
RIM
INV.

STREET

8"

1+13.6T

M.H. 244
RIM
INV.

1+45.9T

1+68.1T

8"

0+28.1T

M.H. 242
RIM
INV.

8"

0+60.5T

SEE PAGE 12-9E-1

[redacted]

0+83.0T

8"

0+60.0T

8"

1+20.5T

1+22.4T

9-4

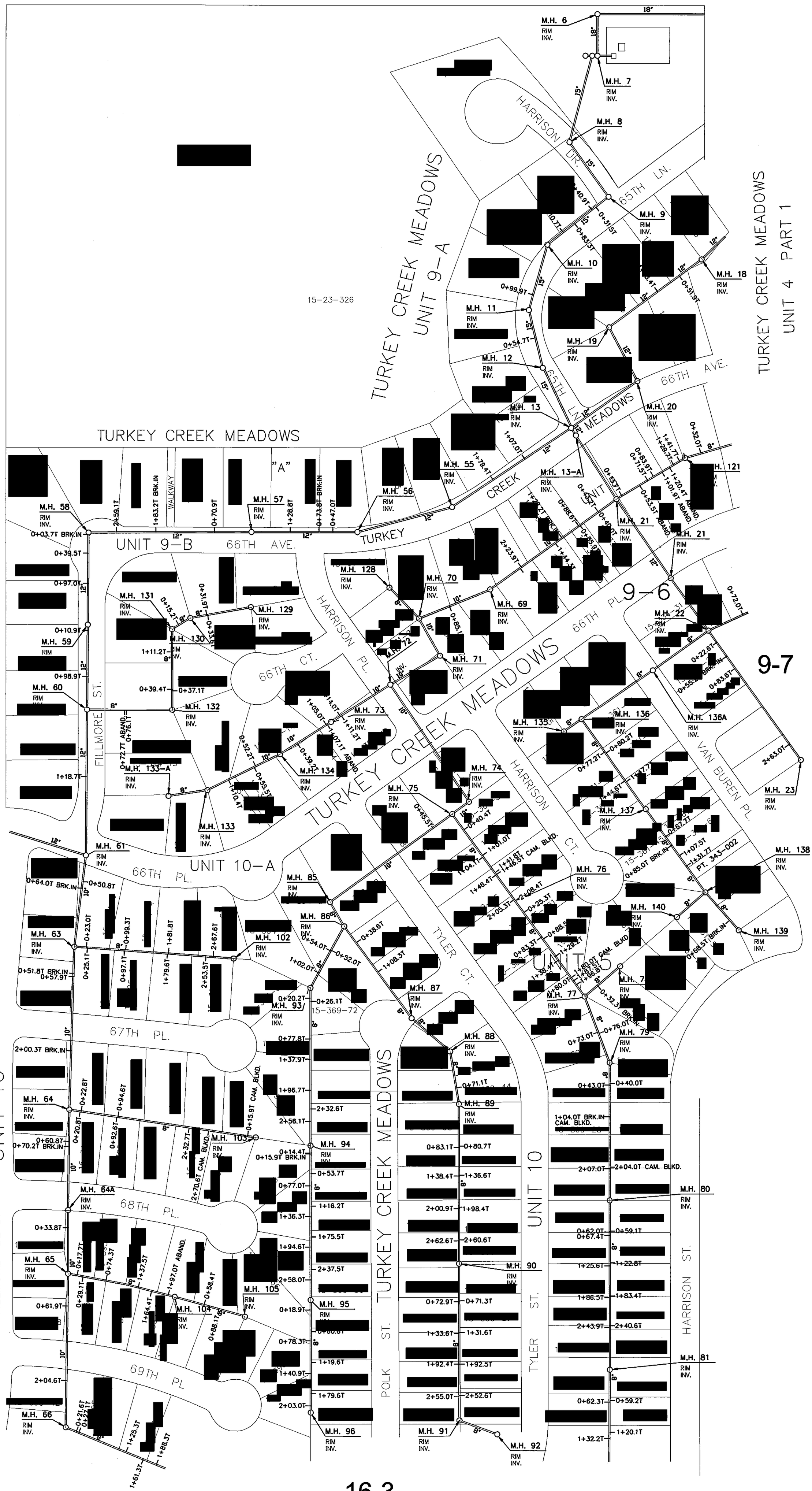
ROSS TOWNSHIP

All of this Page inside Town Limits

SCALE: 1"=100'

W.1/2 S.W.1/4 SEC.9,T.35N.,R.8W.

9-3



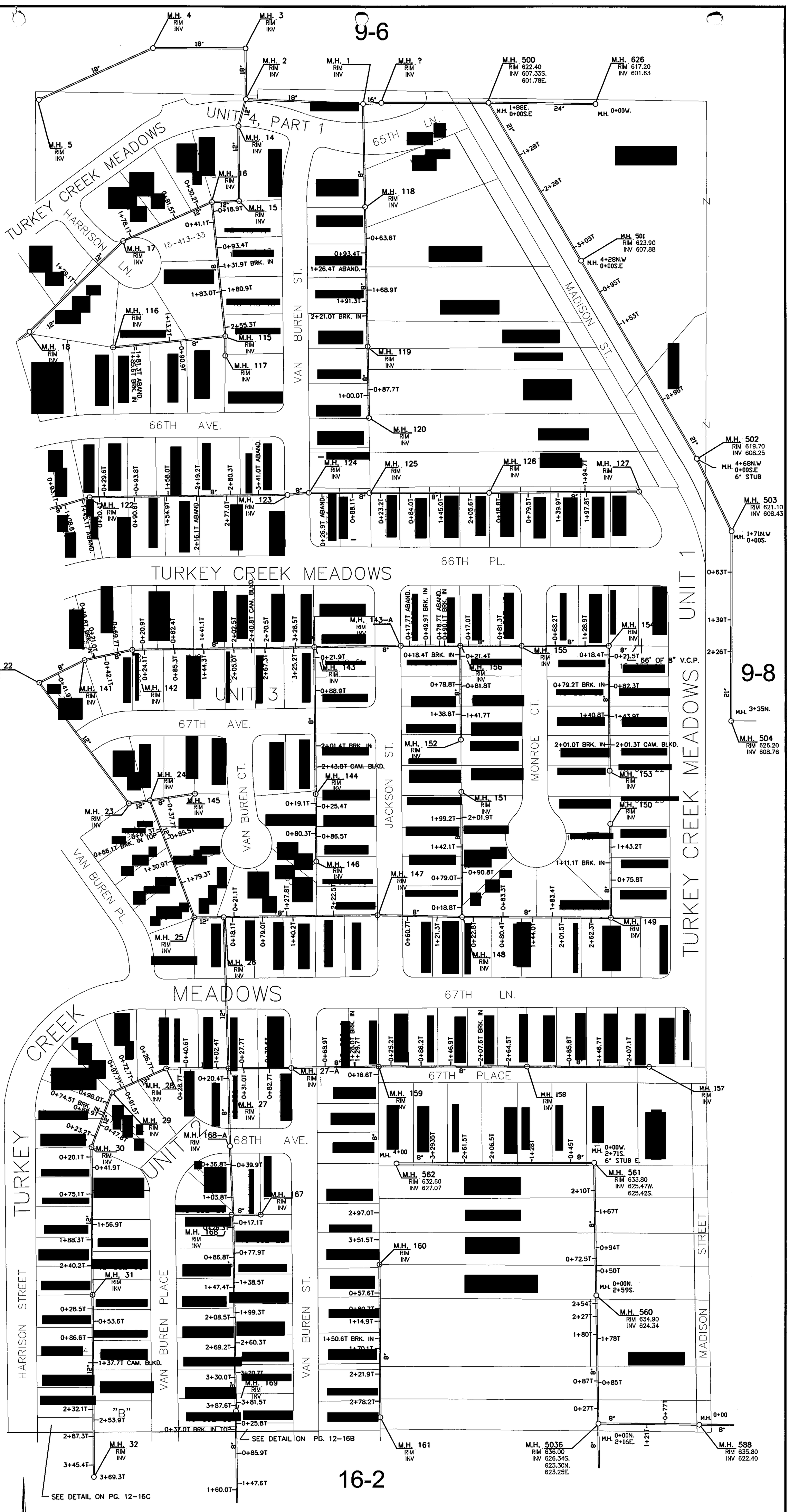
ROSS TOWNSHIP

E.1/2 S.W.1/4 SEC.9,T.35N.,R.8W.

All of this Page inside Town Limits

SCALE: 1"=100'

358-9-6



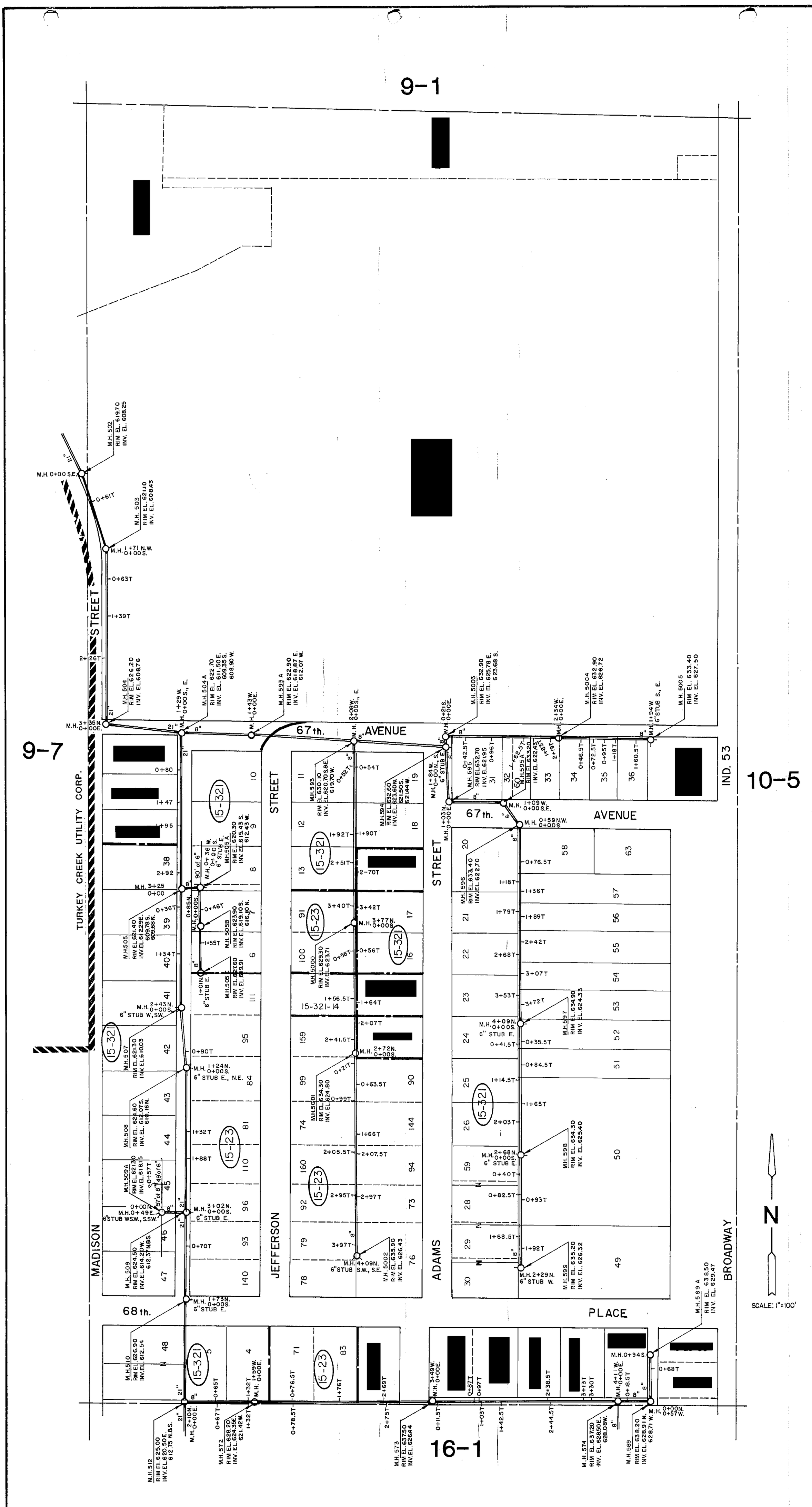
All of this Page inside Town Limits

ROSS TOWNSHIP

SCALE: 1"=100'

W.1/2 S.E.1/4 SEC.9,T.35N.,R.8W.

358-9-7

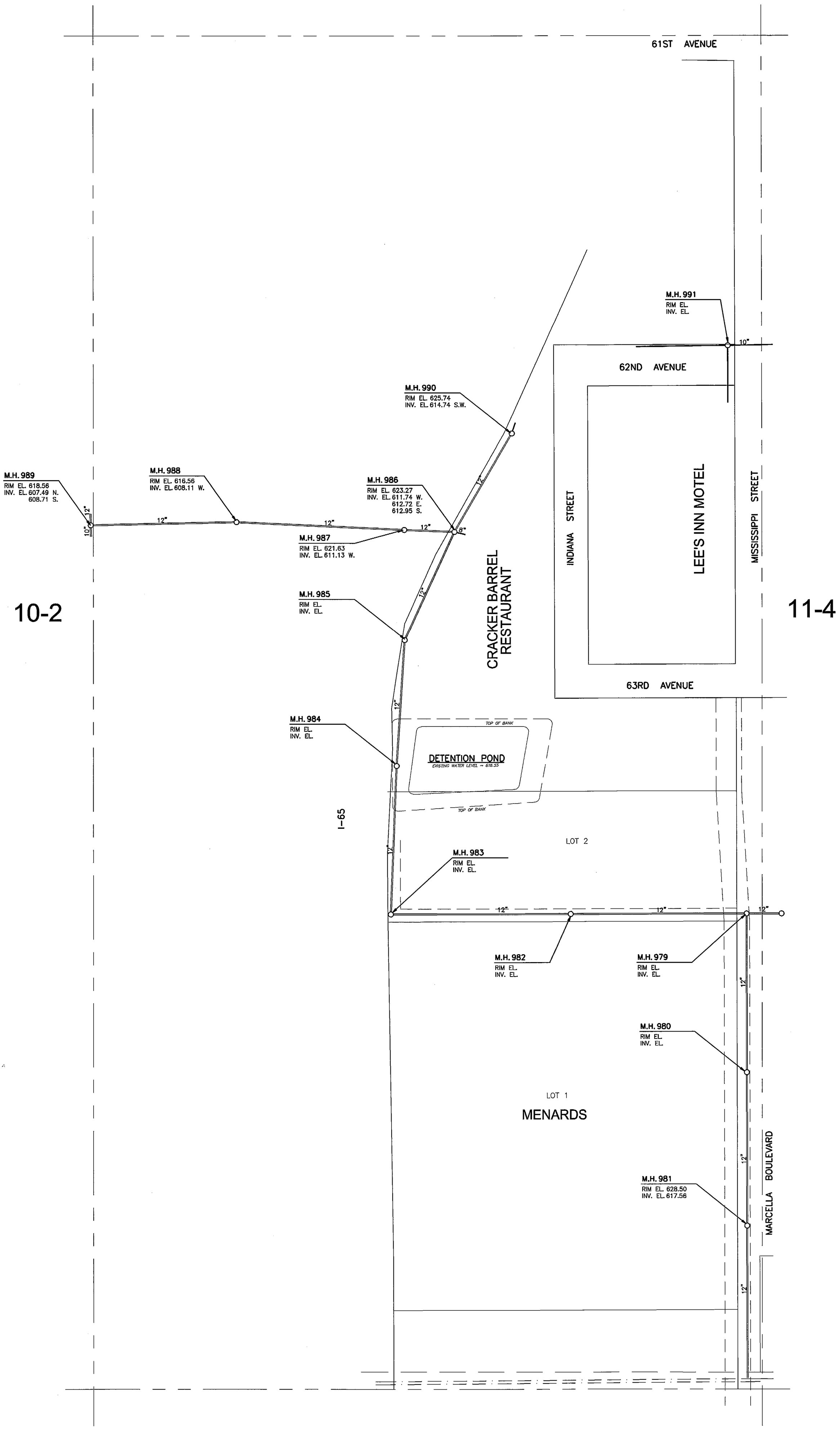


All of this Page inside M.C.D. and Town Limits

E. 1/2 S.E. 1/4 SEC. 9, T. 35 N., R. 8 W.

3-8

SCALE: 1"=100'

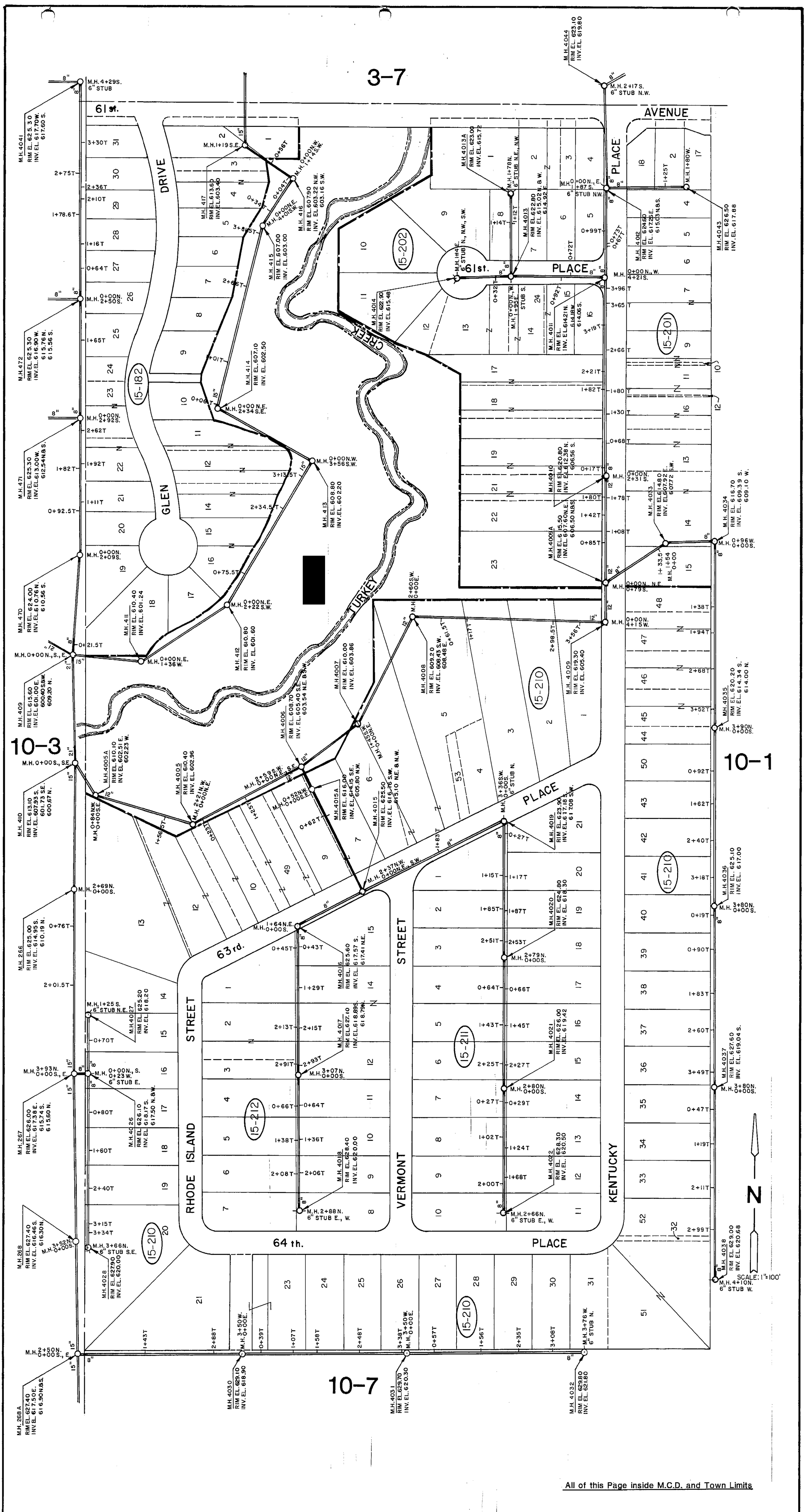


10-8

All of this Page inside M.C.D. and Town Limits

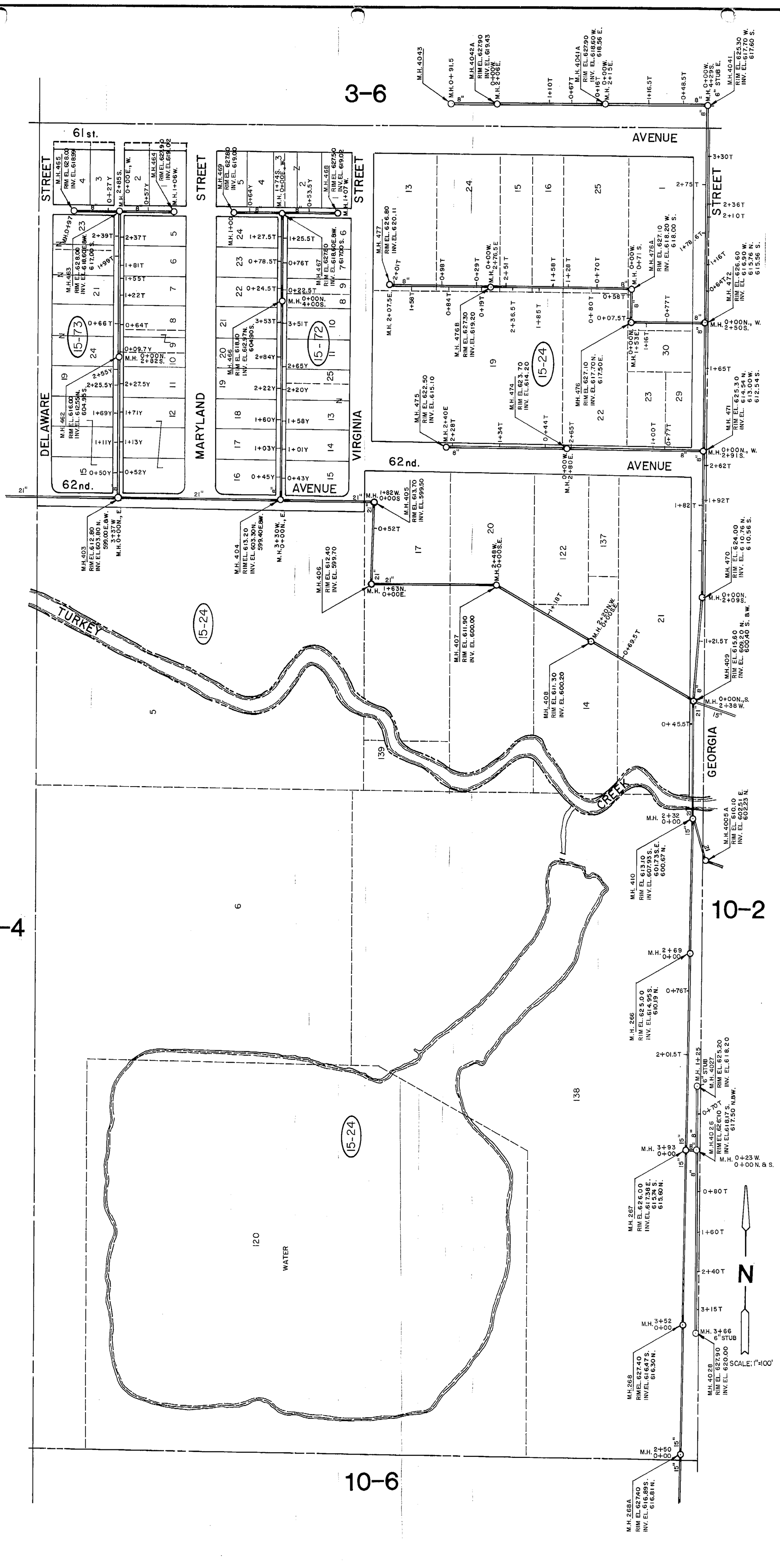
E.1/2 N.E.1/4 SEC.10,T.35N.,R.8W.

358-10-1



All of this Page inside M.C.D. and Town Limits

W.1/2 N.E. 1/4 SEC. 10, T. 35 N., R. 8 W.



All of this Page inside M.C.D. and Town Limits

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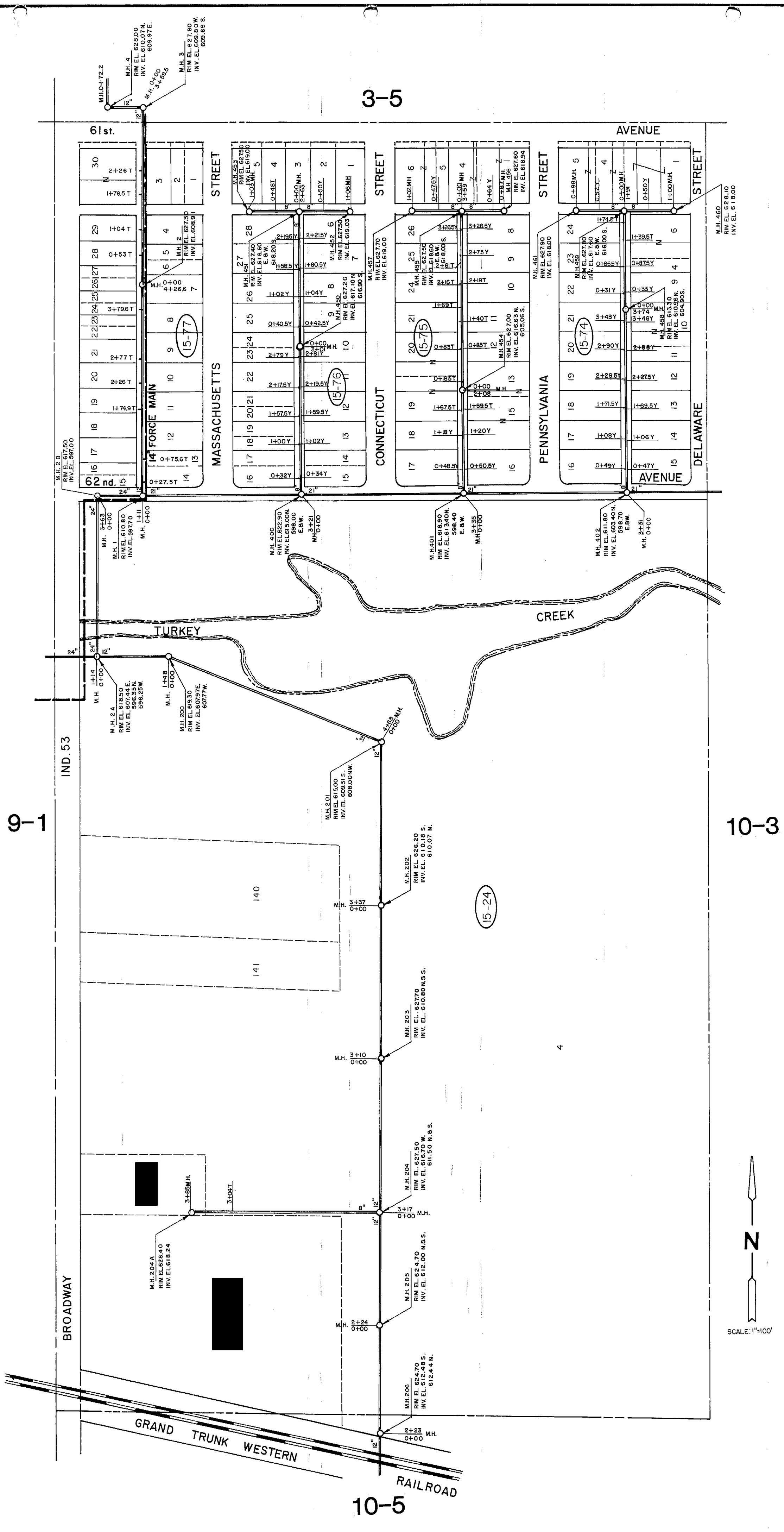
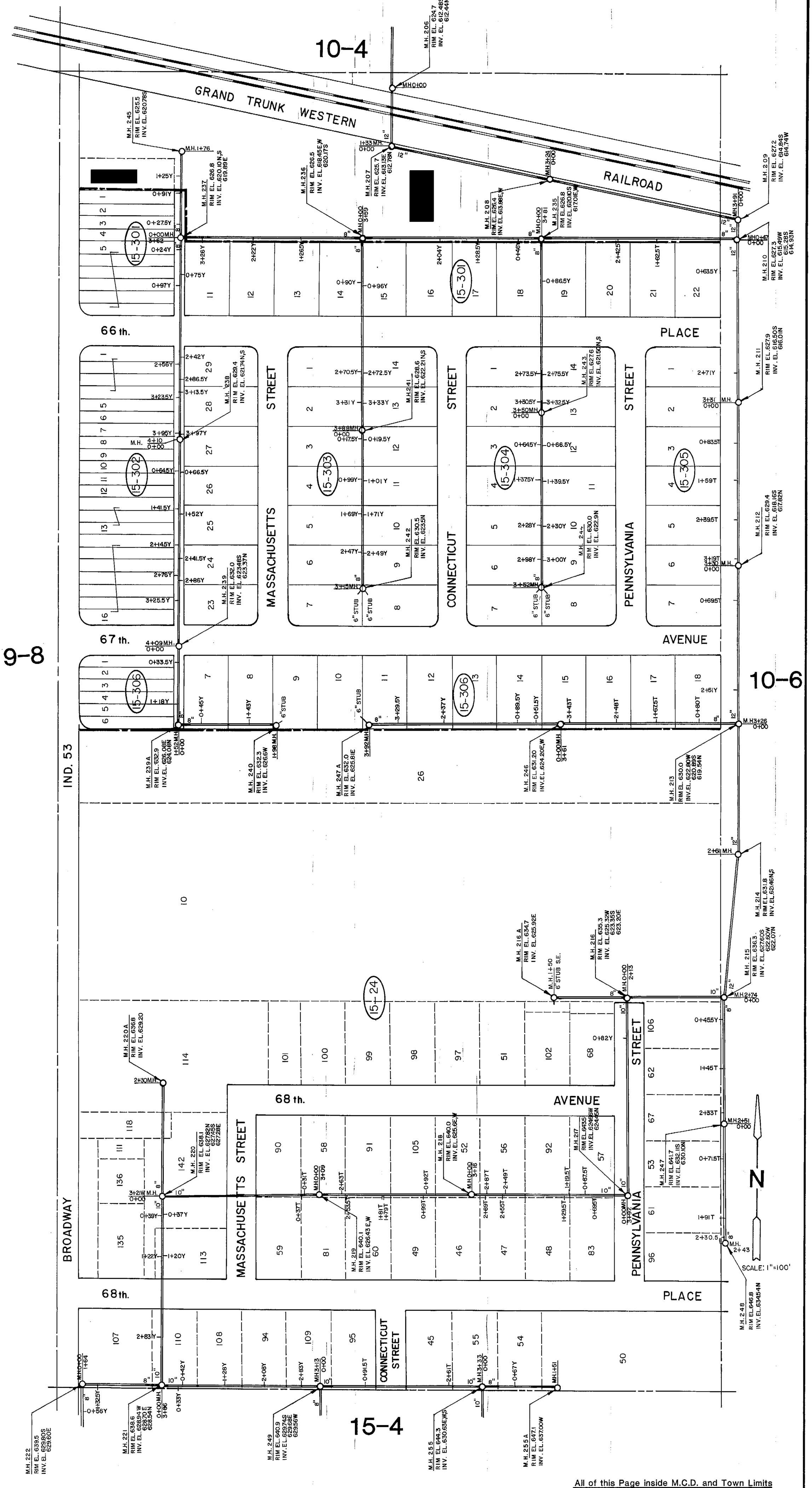


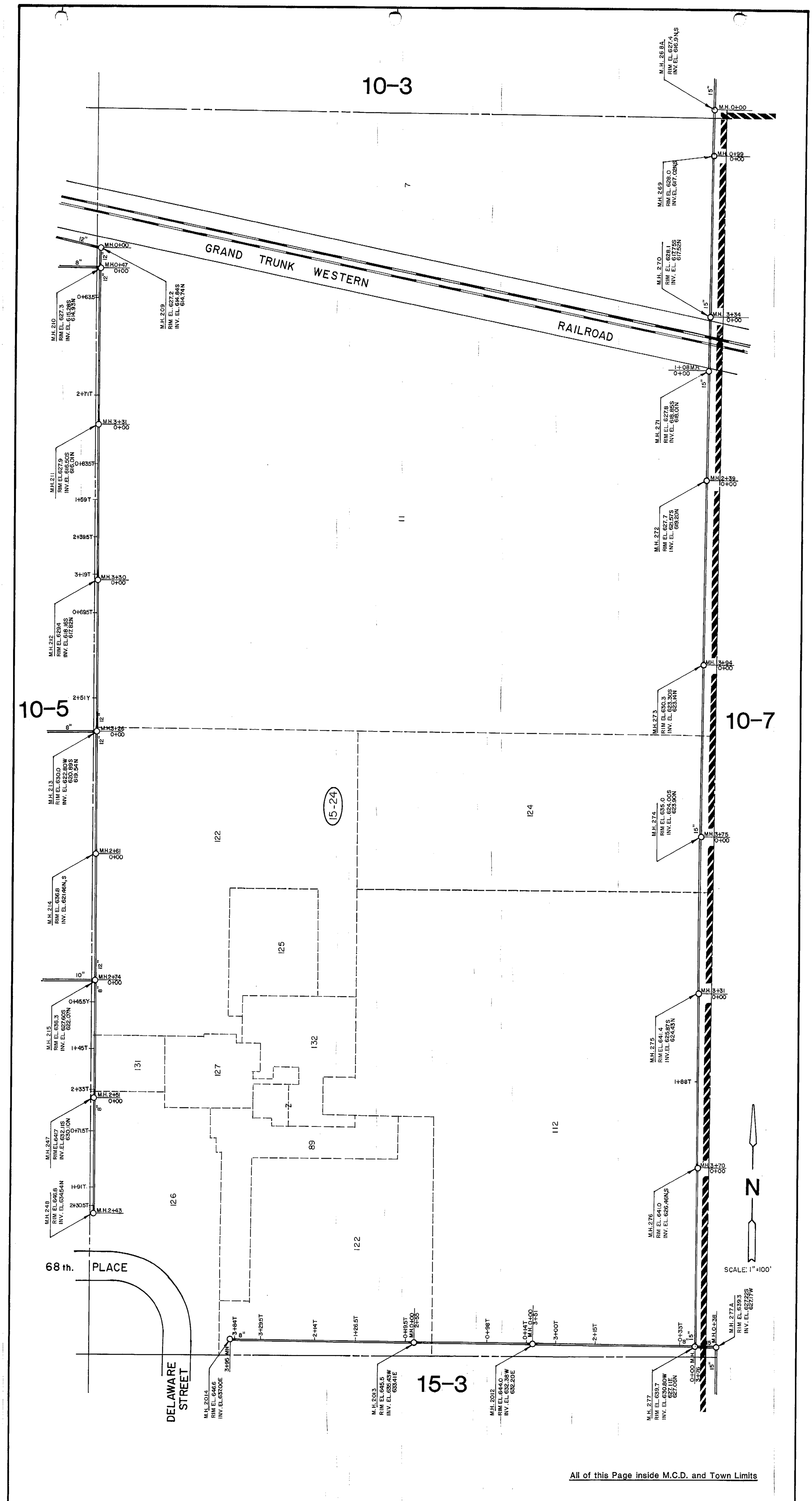
All of this Page inside M.C.D. and Town Limits

W. 1/2 N.W. 1/4 SEC. 10, T. 35 N., R. 8 W.



All of this Page inside M.C.D. and Town Limits

W.1/2 S.W. 1/4 SEC. 10, T. 35 N., R. 8 W.



All of this Page inside M.C.D. and Town Limits

E. 1/2 S.W. 1/4 SEC. 10, T. 35 N., R. 8 W.

2-4

SCALE: 1"=100'

61ST AVENUE

Lot 1

Lot 2

Lot 6

Lot 7

Lot 3

Lot 4

Lot 5

M.H. 996A
RIM EL. 630.10
INV. EL. 621.60

0+95

0+04

8"

M.H. 992
RIM EL. 628.85
INV. EL. 619.05 W.
619.15 E.
619.35 N.
619.85 S.E.

M.H. 995
RIM EL. 629.00
INV. EL. 620.15

M.H. 993
RIM EL.
INV. EL.

M.H. 994
RIM EL. 628.10
INV. EL. 619.58

8"

1+00

M.H. 996
RIM EL. 628.00
INV. EL. 620.43 W.
620.60 N.

0+78

10" 10" 10" 10" 10"

62ND AVENUE

M.H. 992A
RIM EL. 626.63
INV. EL. 619.88 N.W.
620.78 S.

MISSISSIPPI STREET

M.H. 992B
RIM EL.
INV. EL.

MARCELLA BOULEVARD

10-1

11-3

M.H. 978
RIM EL.
INV. EL.

MARCELLA BOULEVARD

DETENTION POND

NORTHWEST INDIANA WATER
COMPANY PUMPING STATION

66' PIPELINE EASEMENT

CROSSROADS PIPELINE
NORCO PIPELINE

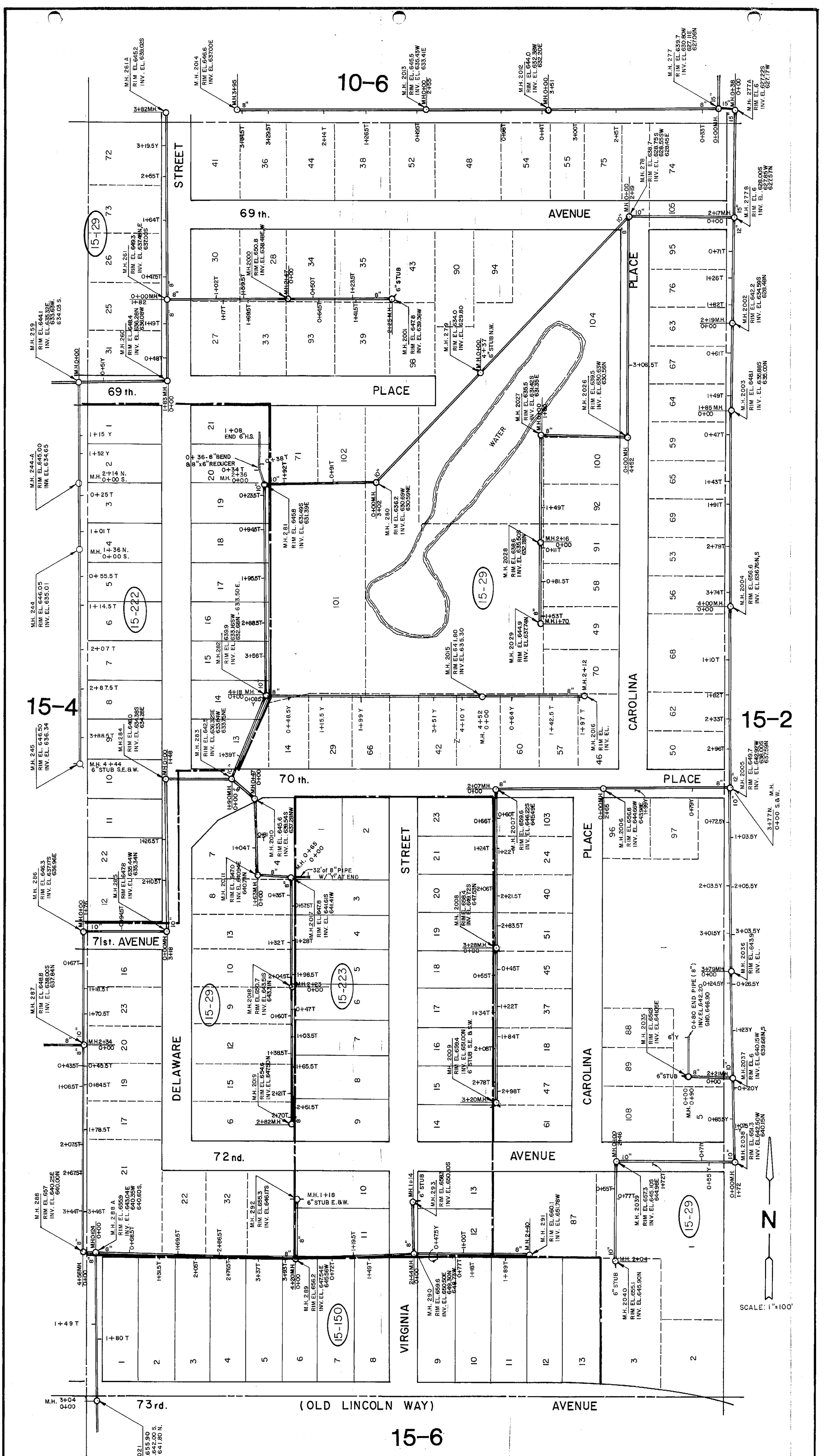
LAKEHEAD PIPELINE

17-7

All of this Page inside M.C.D. and Town Limits

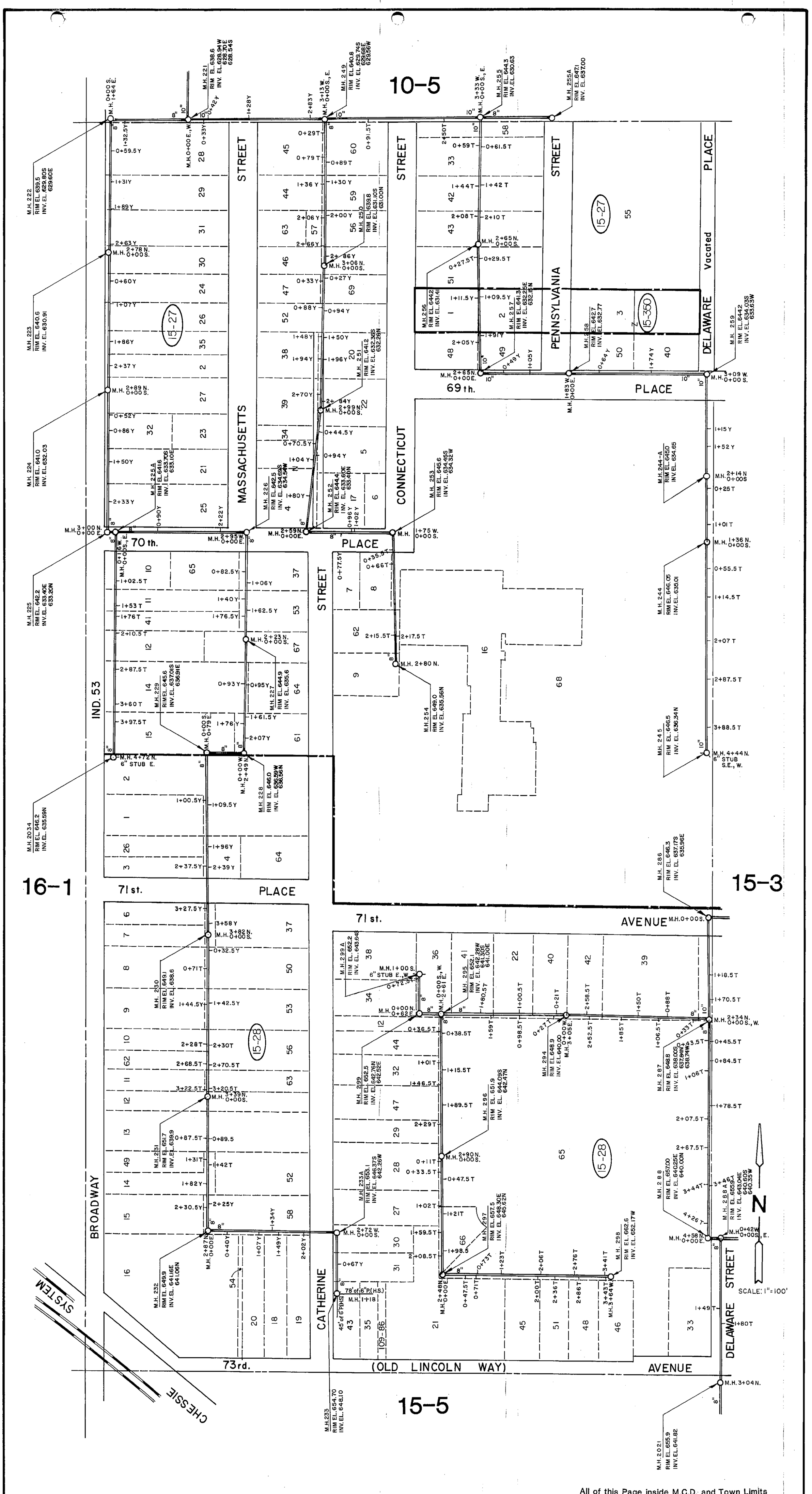
W.1/2 N.W.1/4 SEC.11,T.35N.,R.8W.

358-11-4



All of this Page inside M.C.D. and Town Limits

E. 1/2 N.W. 1/4 SEC. 15, T. 35 N., R. 8 W.



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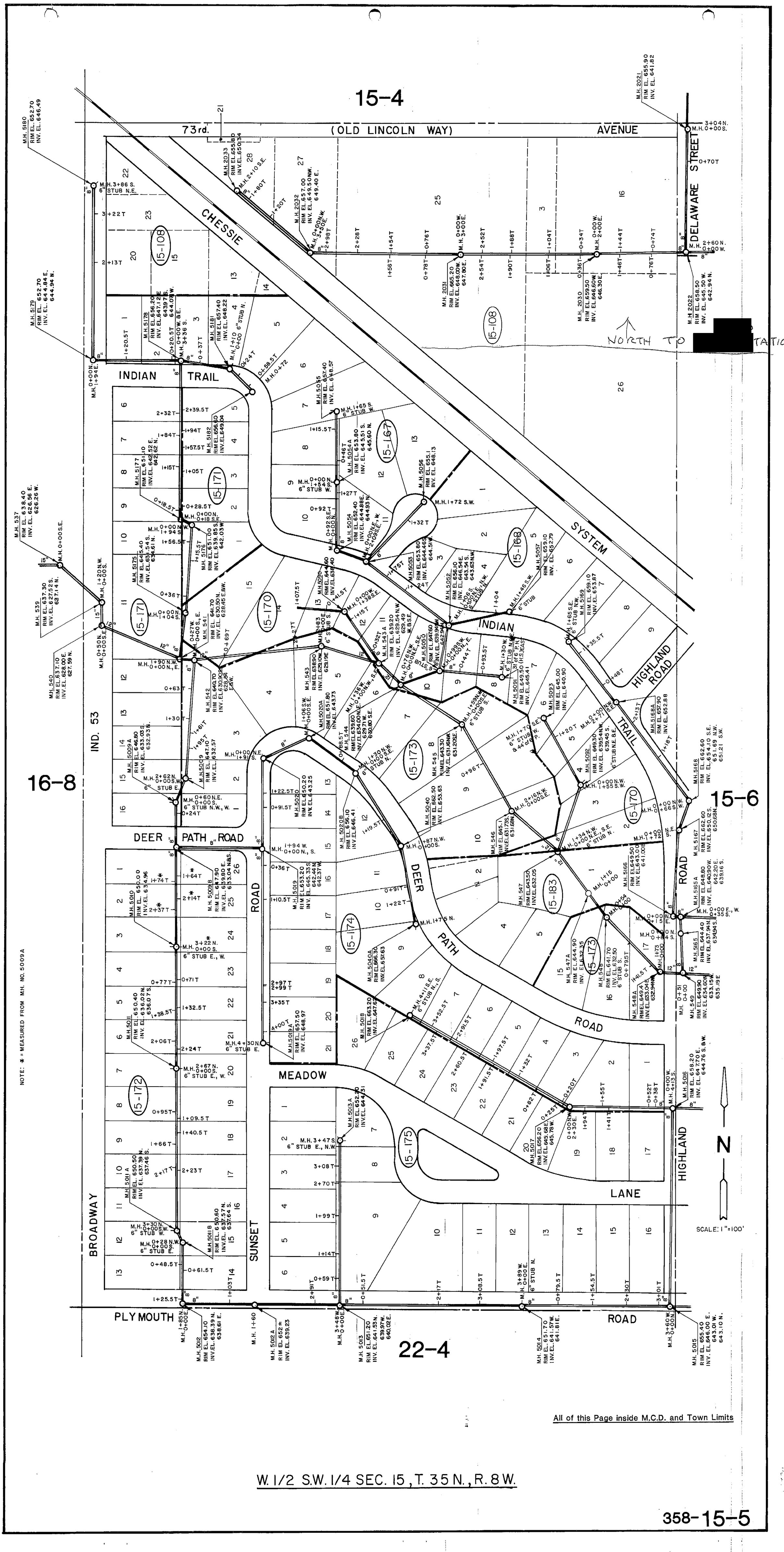
W. 1/2 N.W. 1/4 SEC. 15, T. 35 N., R. 8 W.



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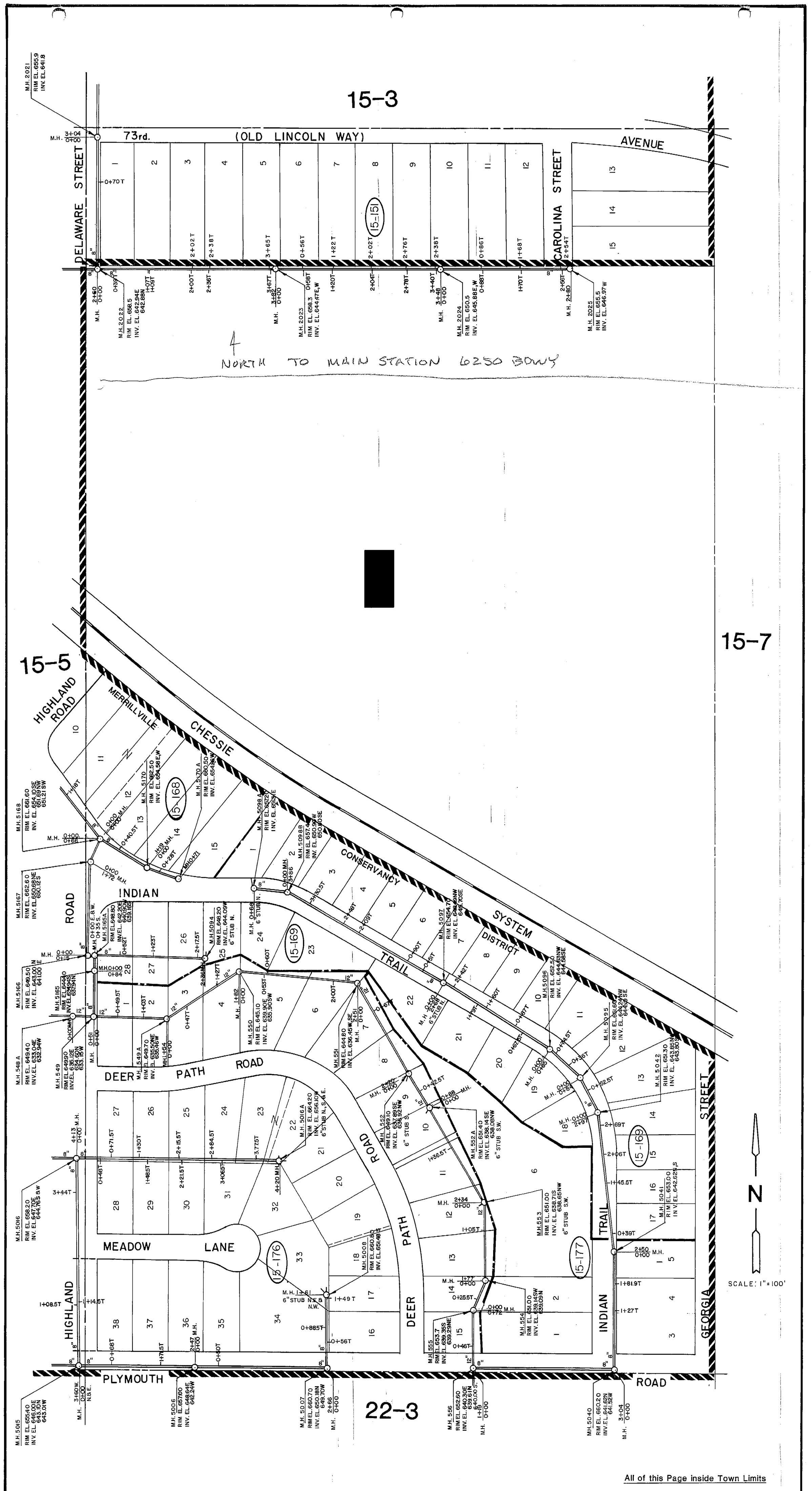


All of this Page inside Town Limits

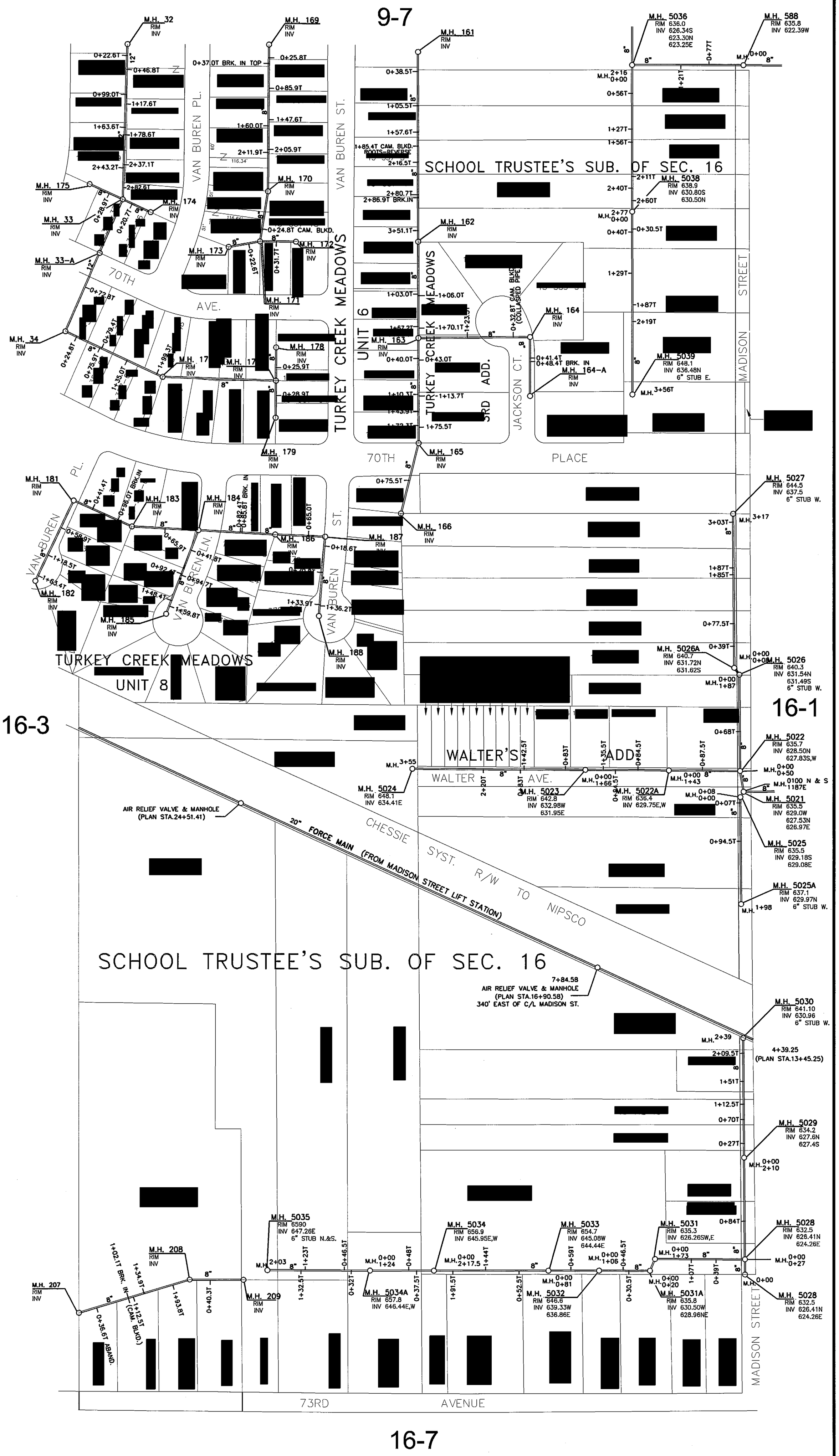
E. 1/2 S.W. 1/4 SEC. 15, T. 35 N., R. 8 W.

EXISTING 21" PIPE REMOVED
REPLACED W/30" PIPE FROM
M.H. IC 2 TO M.H. IC 4A
1980-81 Expansion Project

All of this Page inside M.C.D. and Town Limits

E. 1/2 N.E. 1/4 SEC. 16, T. 35 N., R. 8 W.

358-16-1



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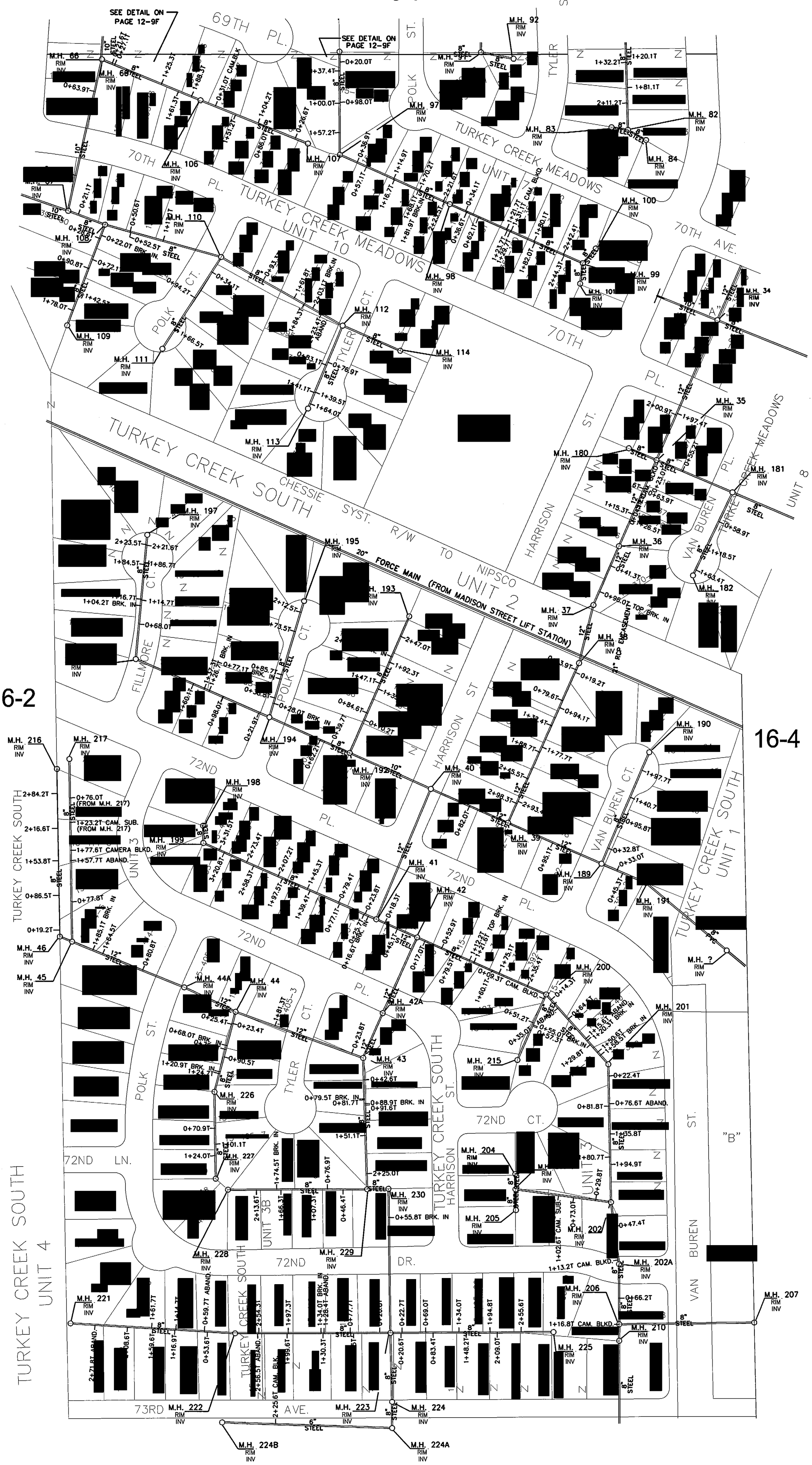
ROSS TOWNSHIP

W.1/2 N.E.1/4 SEC.9,T.35N.,R.8W.

358-16-2



All of this Page inside Town Limits

SCALE: 1"=100'

ROSS TOWNSHIP

E.1/2 N.W.1/4 SEC.16,T.35N.,R.8W.

9-5

16-5

SCALE: 1"=100'

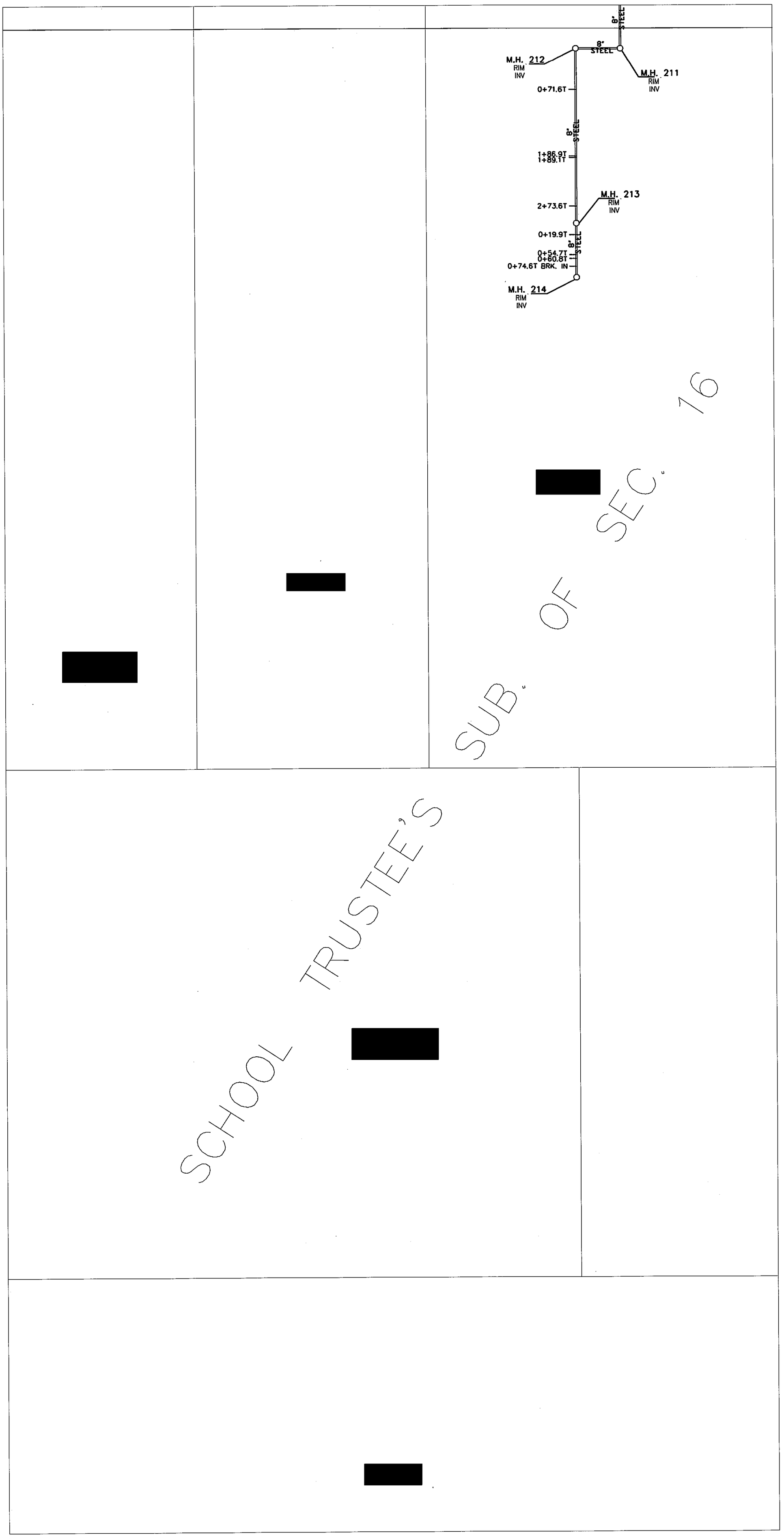
All of this Page inside Town Limits

ROSS TOWNSHIP

W.1/2 N.W.1/4 SEC.16,T.35N.,R.8W

358-16-4

16-3



16-5

16-7

21-3

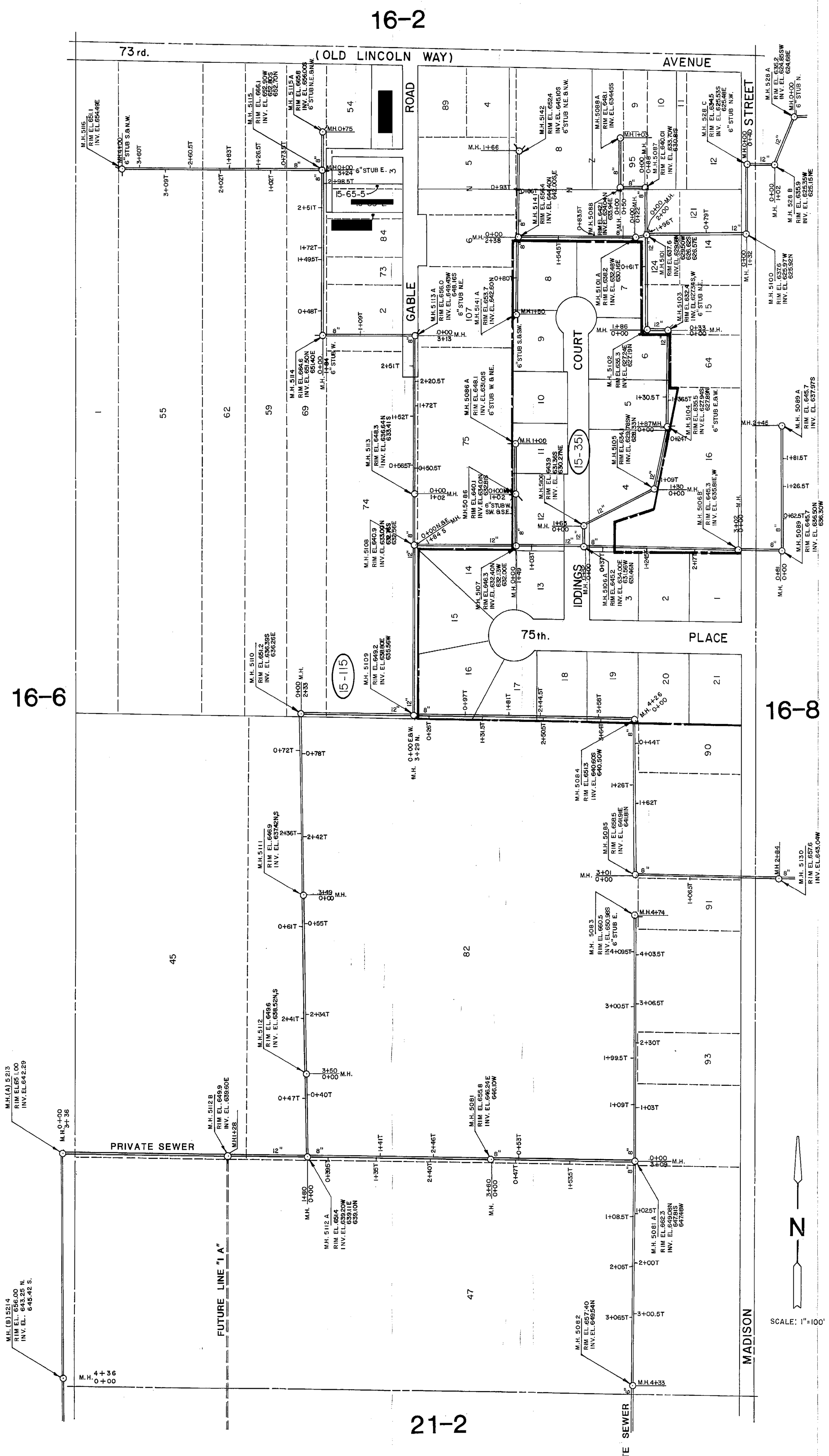
ALL OF THIS PAGE INSIDE TOWN LIMITS

ROSS TOWNSHIP

SCALE: 1"=100'

E.1/2 S.W.1/4 SEC.16,T.35N.,R.8W.

358-16-6



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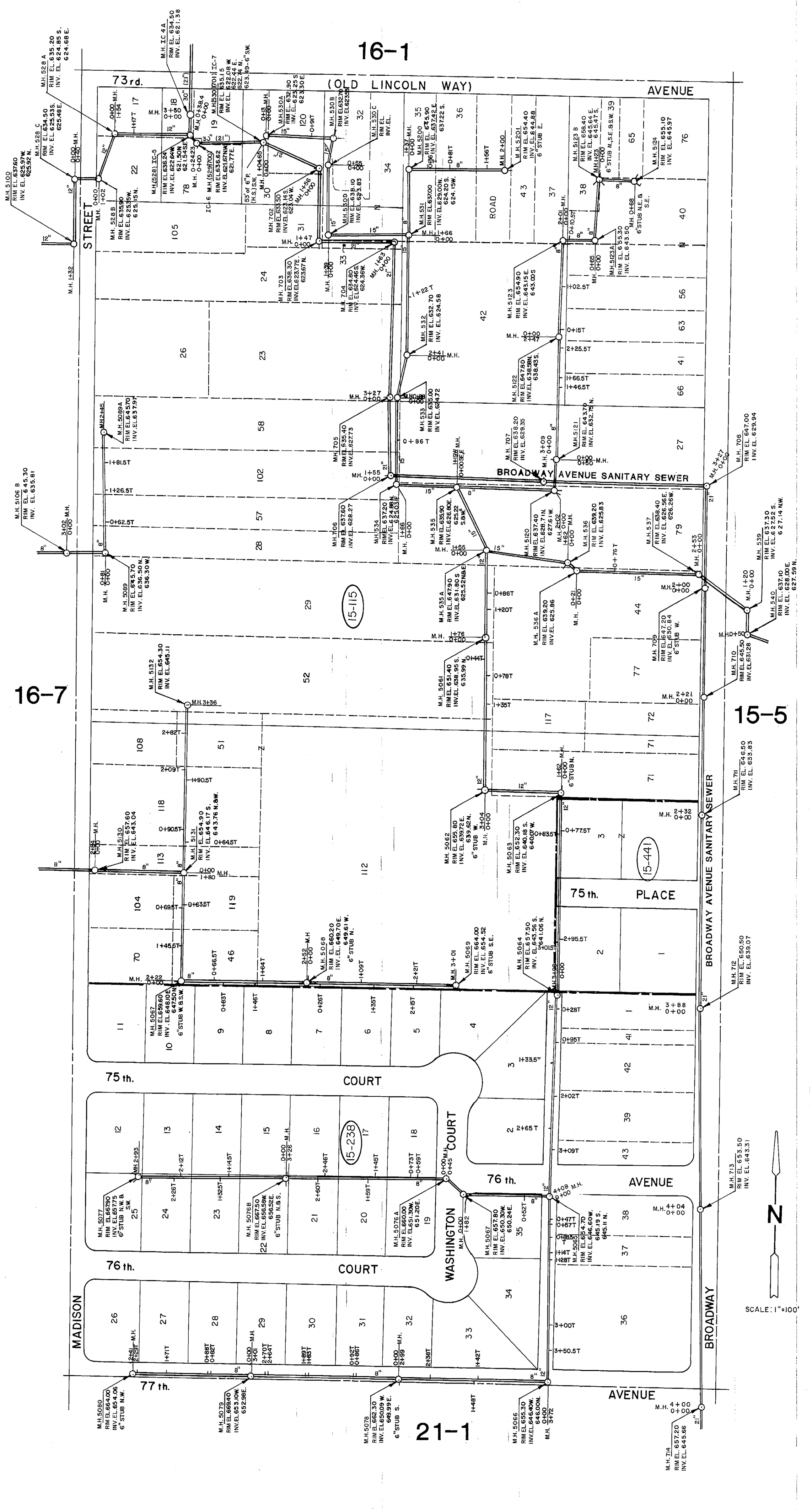
W. 1/2 S.E. 1/4 SEC. 16, T. 35 N., R. 8 W.



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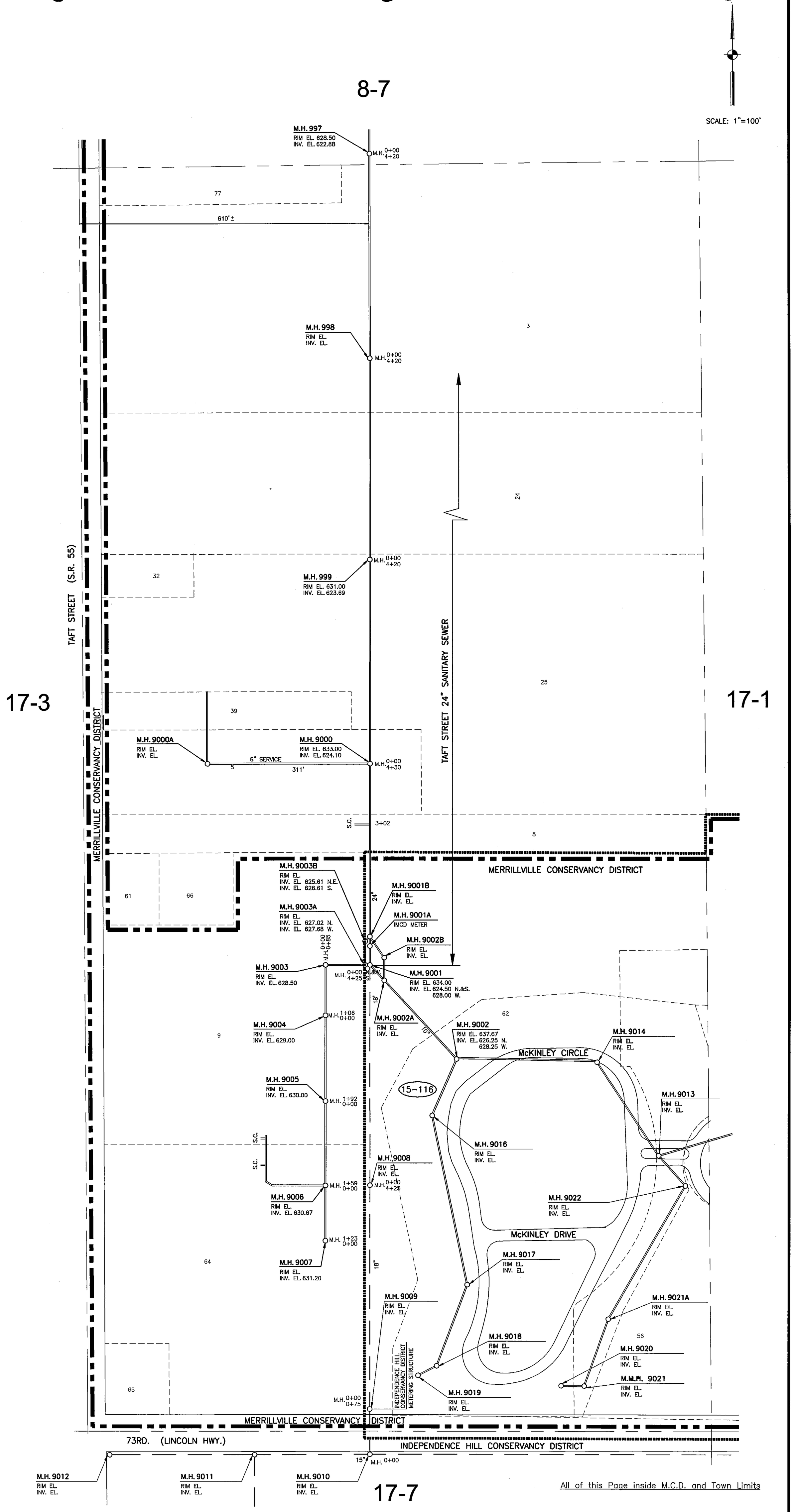
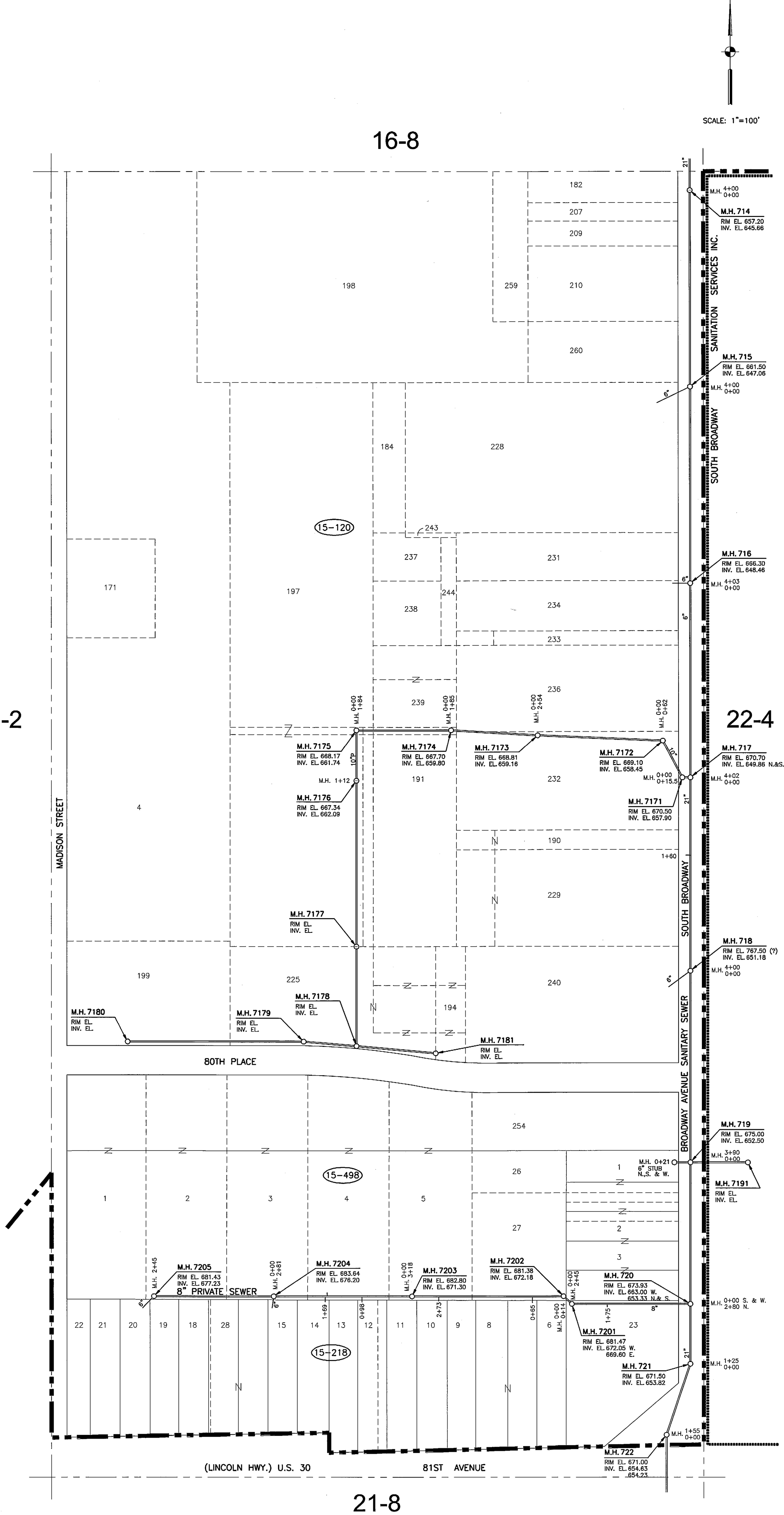
E. 1/2 S.E. 1/4 SEC. 16, T. 35 N., R. 8 W.



W.1/2 N.E.1/4 SEC.17,T.35N.,R.8W.

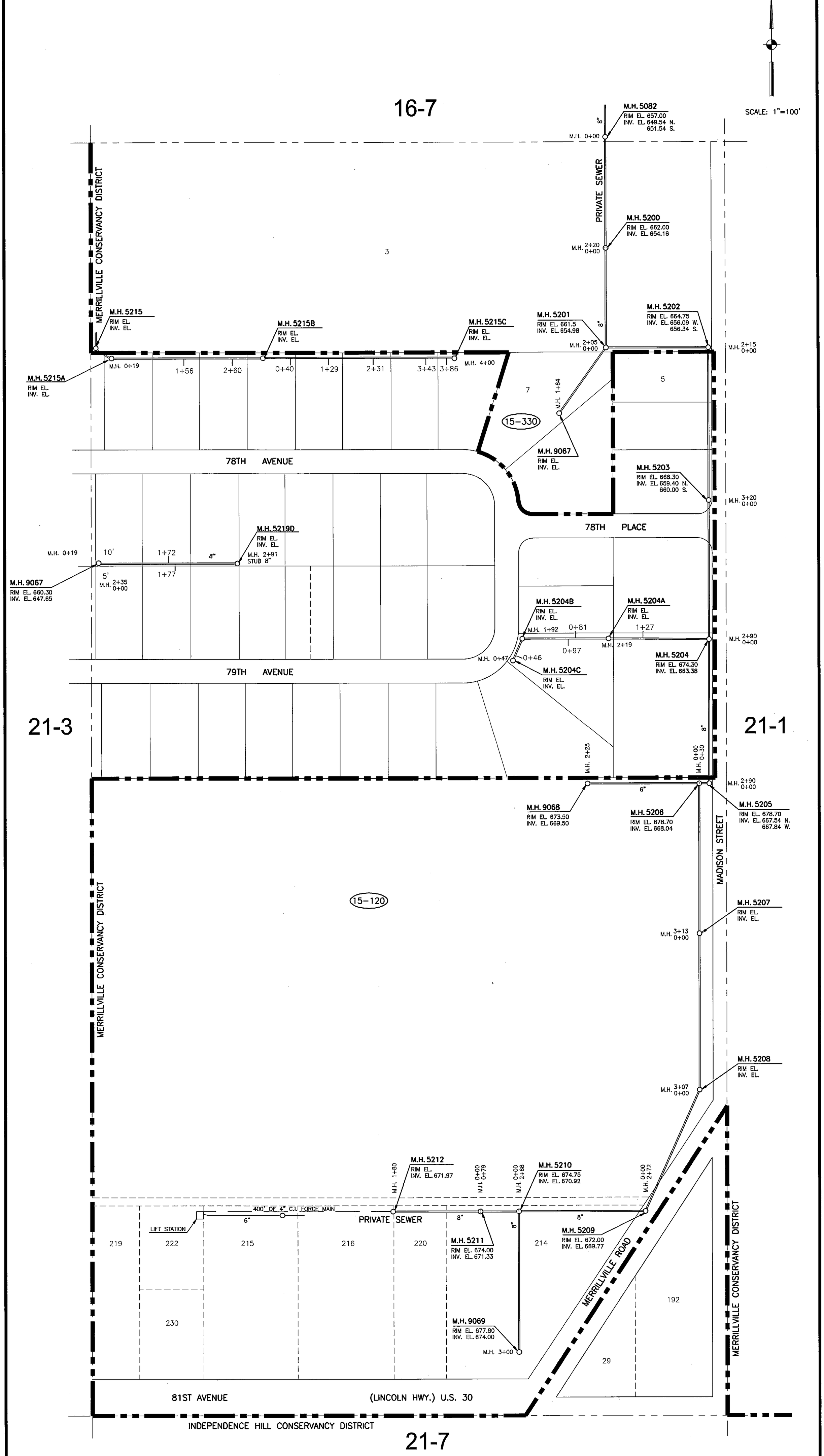
358-17-2



All of this Page inside M.C.D. and Town Limits

E.1/2 N.E.1/4 SEC.21,T.35N.,R.8W.

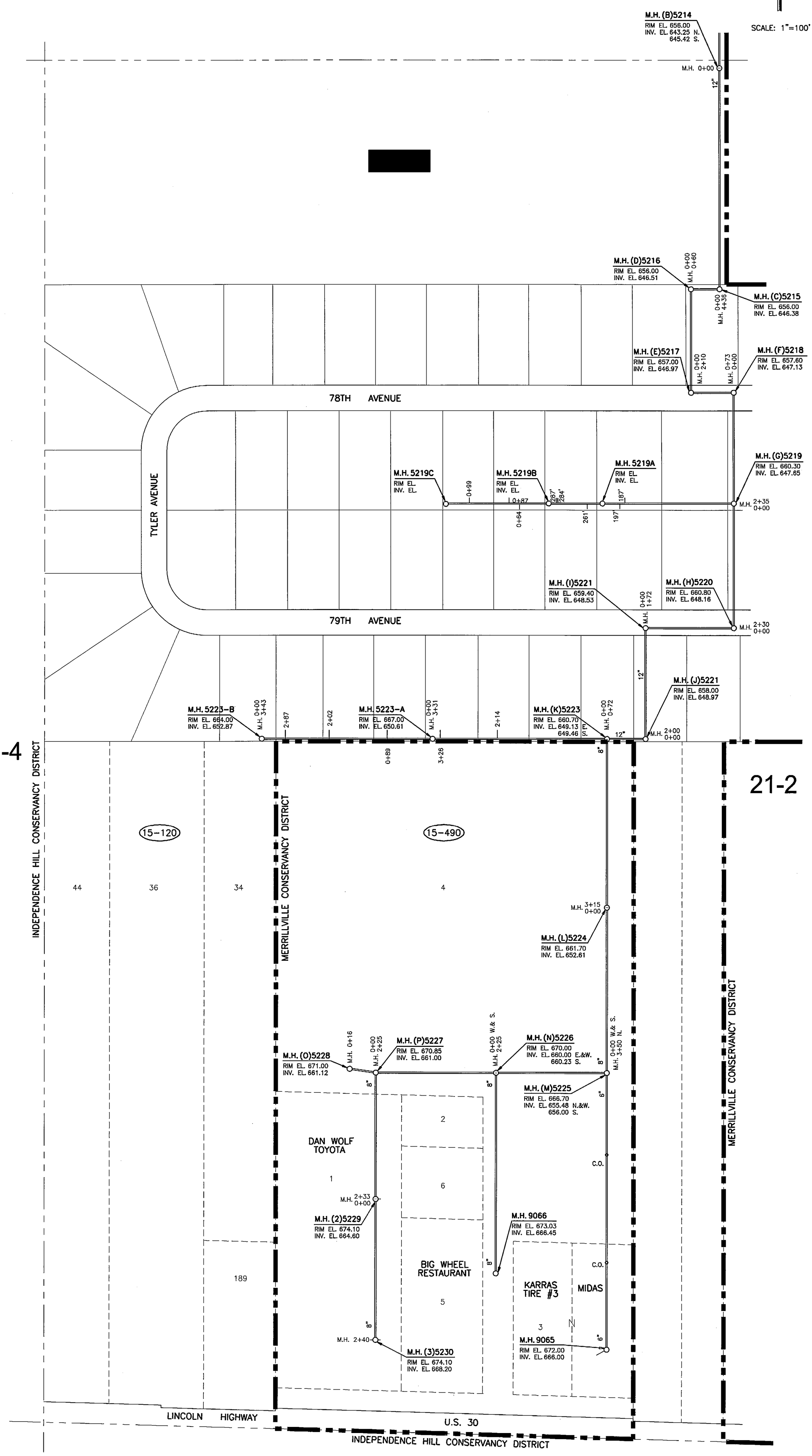
358-21-1



All of this Page inside Town Limits

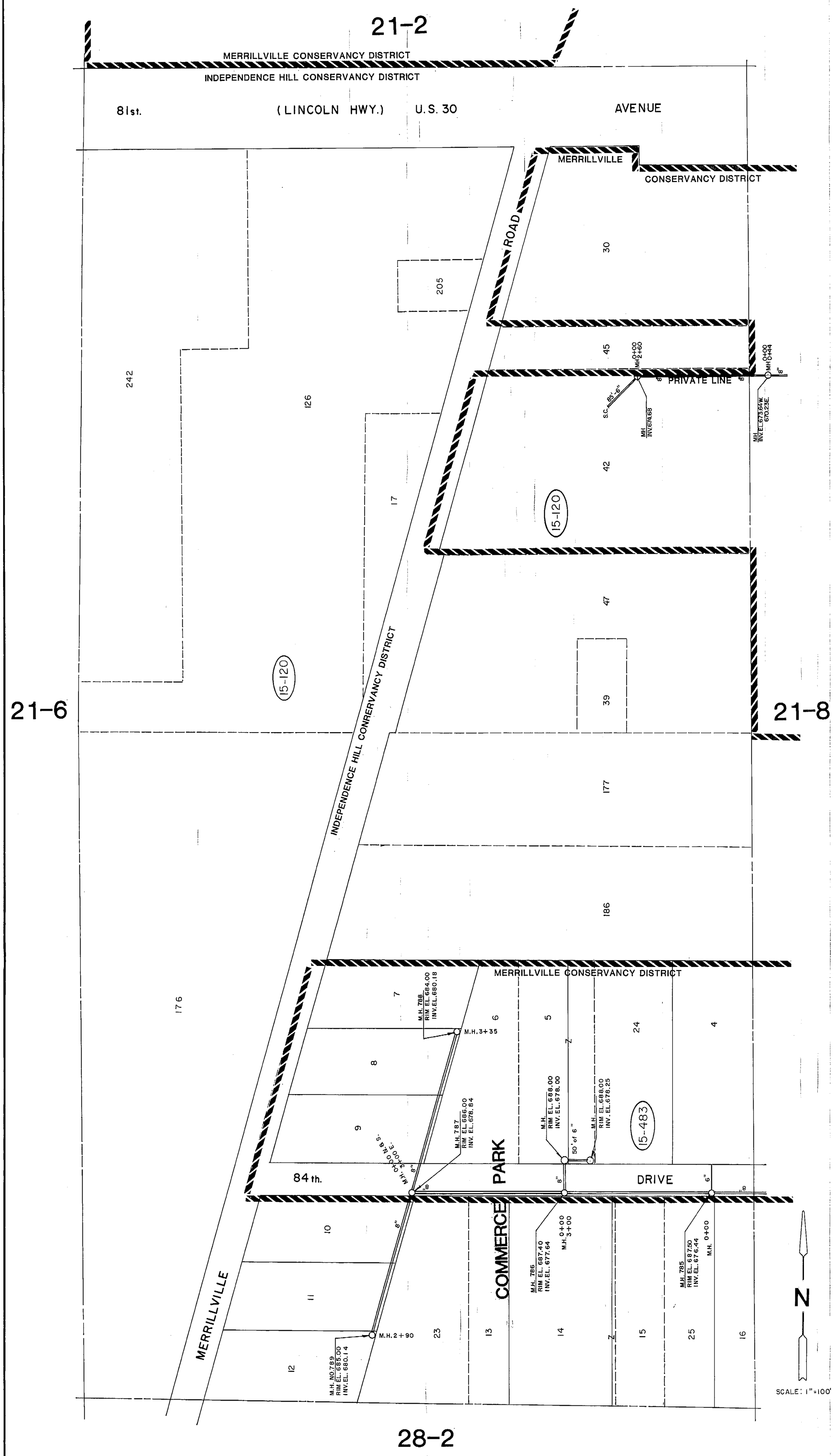
W.1/2 N.E.1/4 SEC.21,T.35N.,R.8W.

358-21-2



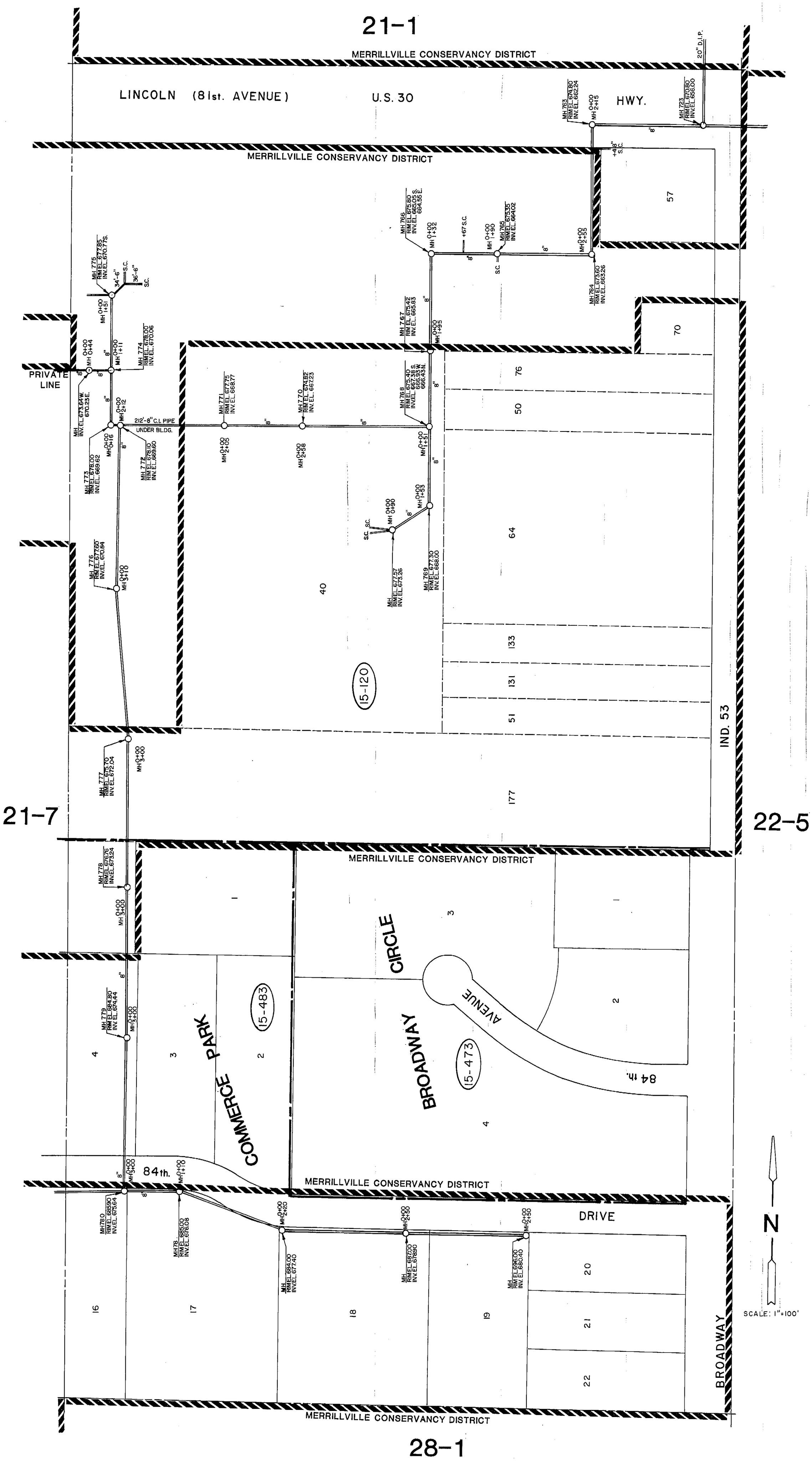
All of this Page inside Town Limits

E.1/2 N.W.1/4 SEC.21,T.35N.,R.8W.



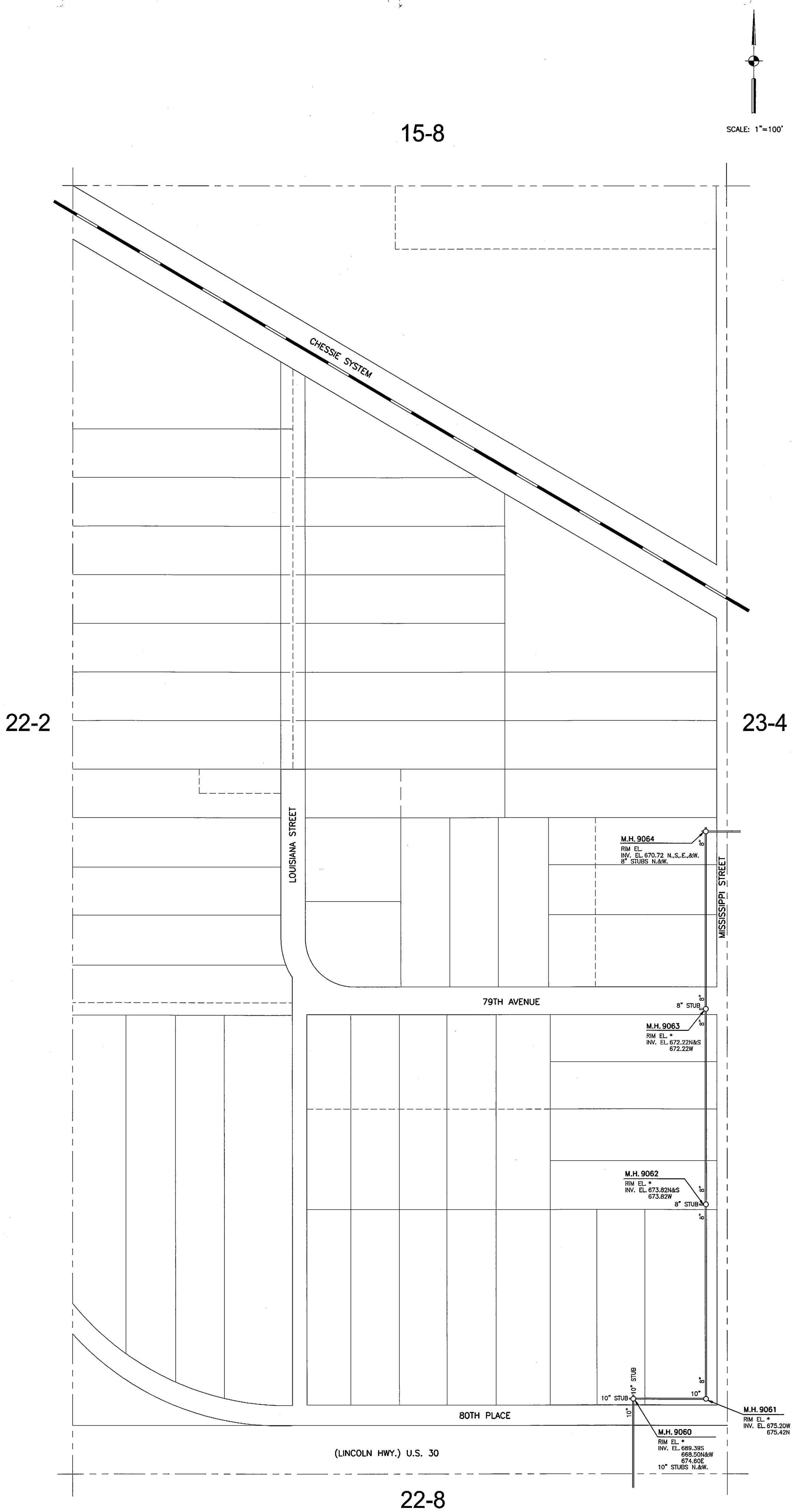
All of this Page inside Town Limits

W. 1/2 S.E. 1/4 SEC. 21, T. 35N., R. 8 W.



All of this Page inside Town Limits

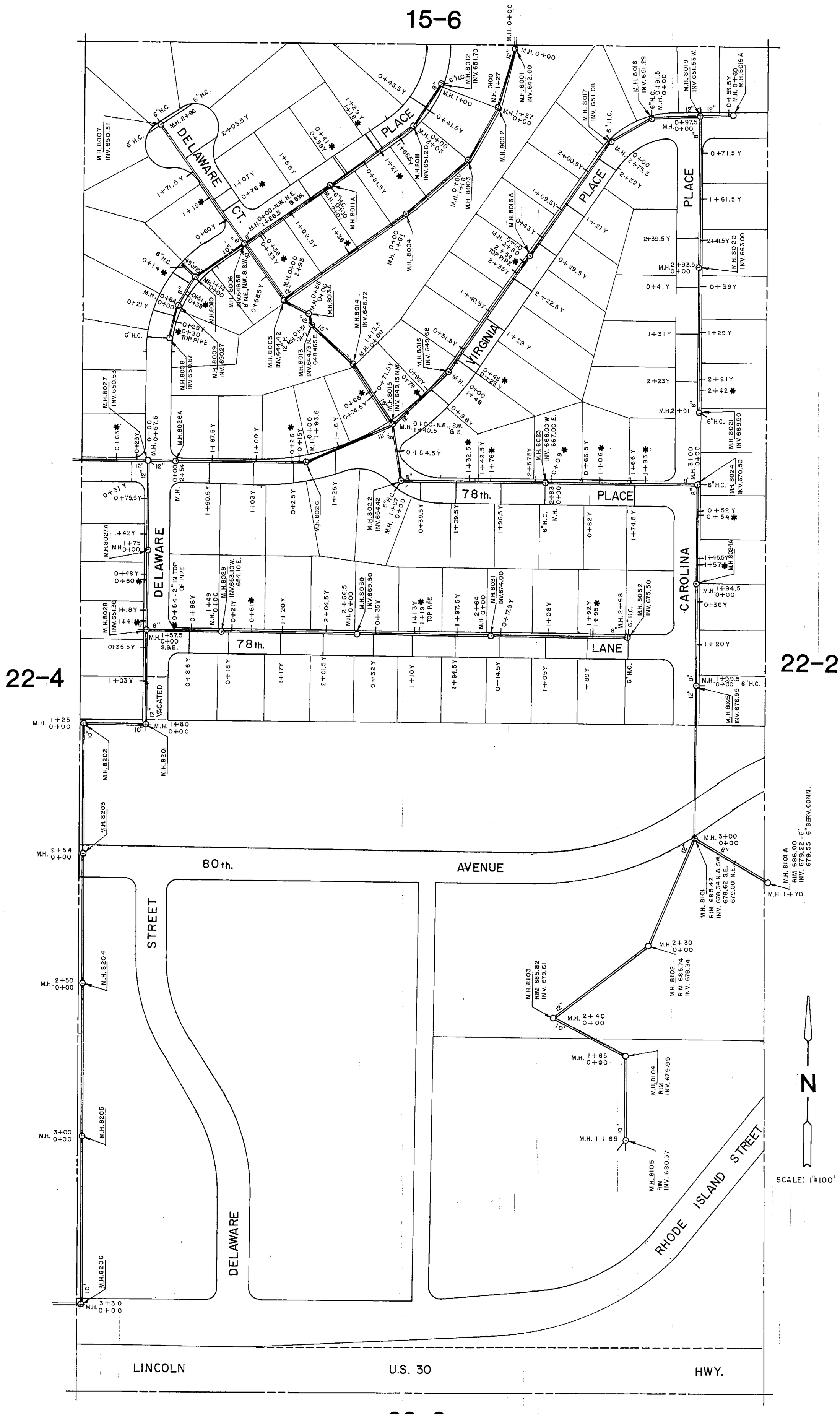
E. 1/2 S.E. 1/4 SEC. 21, T. 35 N., R. 8 W.



All of this Page inside Town Limits

E.1/2 N.E.1/4 SEC.22,T.35N.,R.8W.

358-22-1



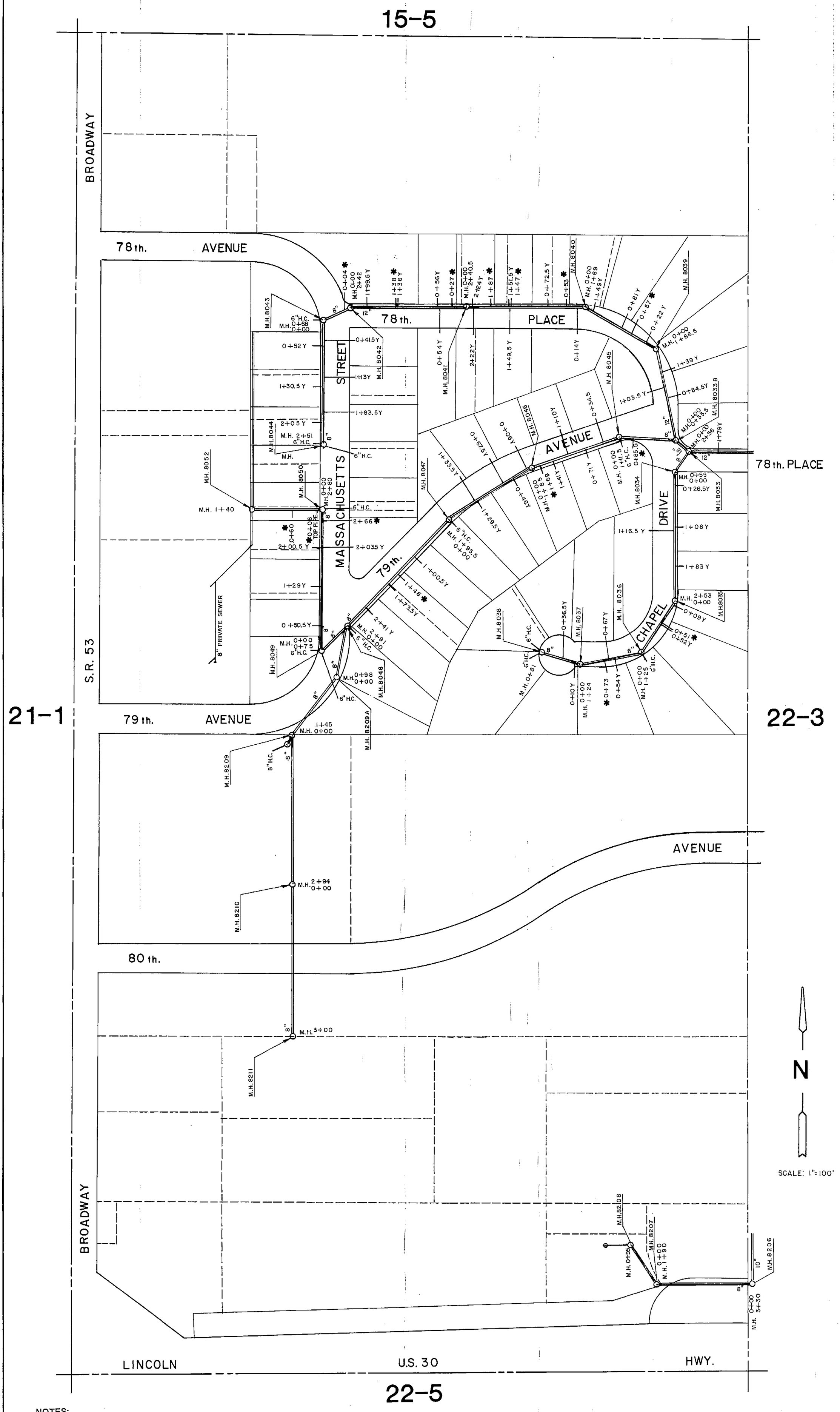
NOTES:

Last two digits of manholes beginning with 80 correspond with manhole numbers contained in the Television Inspection Logs

✱ Indicates Break-In Connection

All of this Page inside Town Limits

E. 1/2 N.W. 1/4 SEC. 22, T. 35 N., R. 8 W.



NOTES:

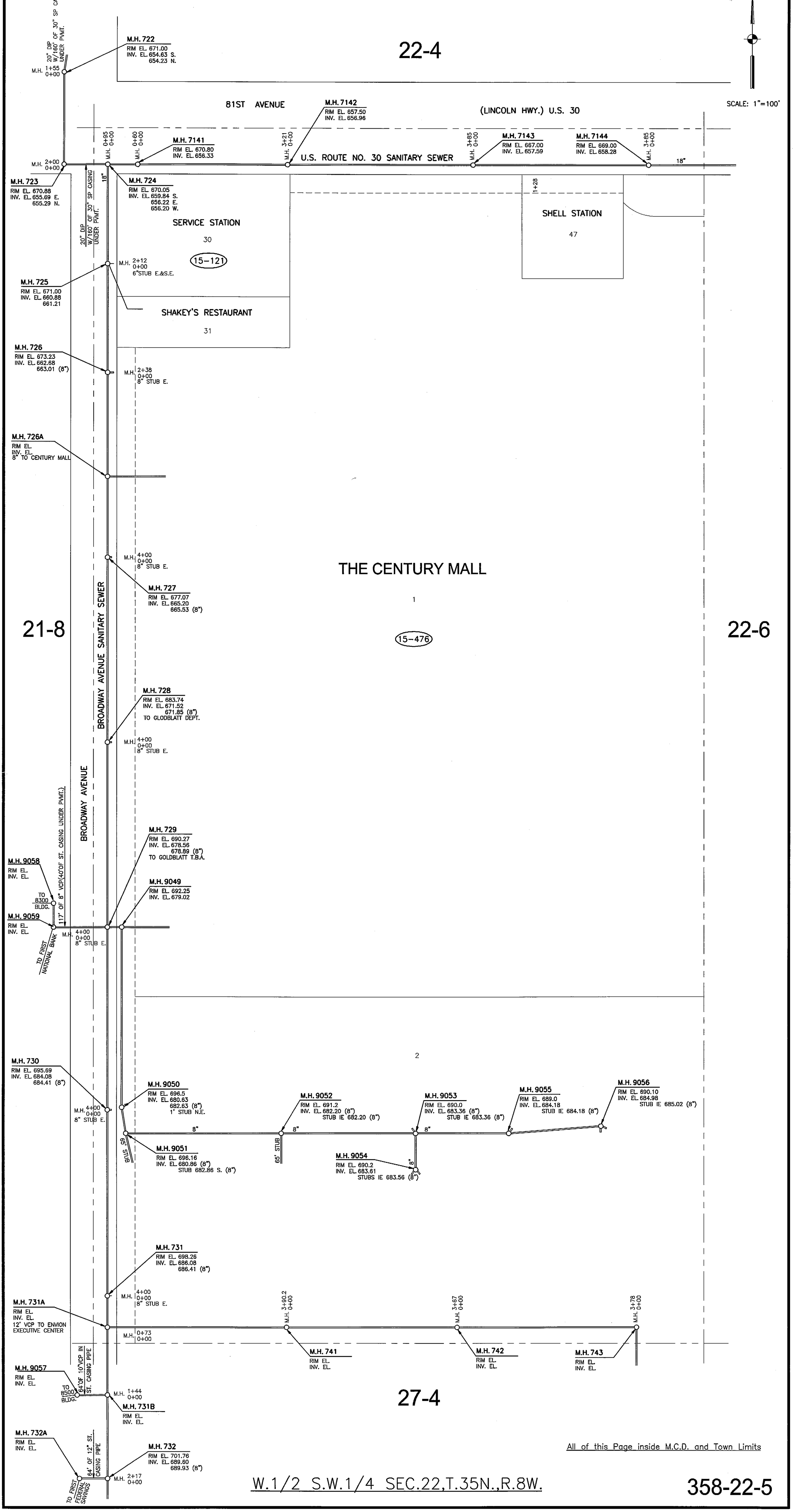
Last two digits of manholes beginning with 80 correspond with manhole numbers contained in the Television Inspection Logs

✱ Indicates Break-In Connection

All of this Page inside Town Limits

W. 1/2 N.W. 1/4 SEC. 22, T. 35 N., R. 8 W.

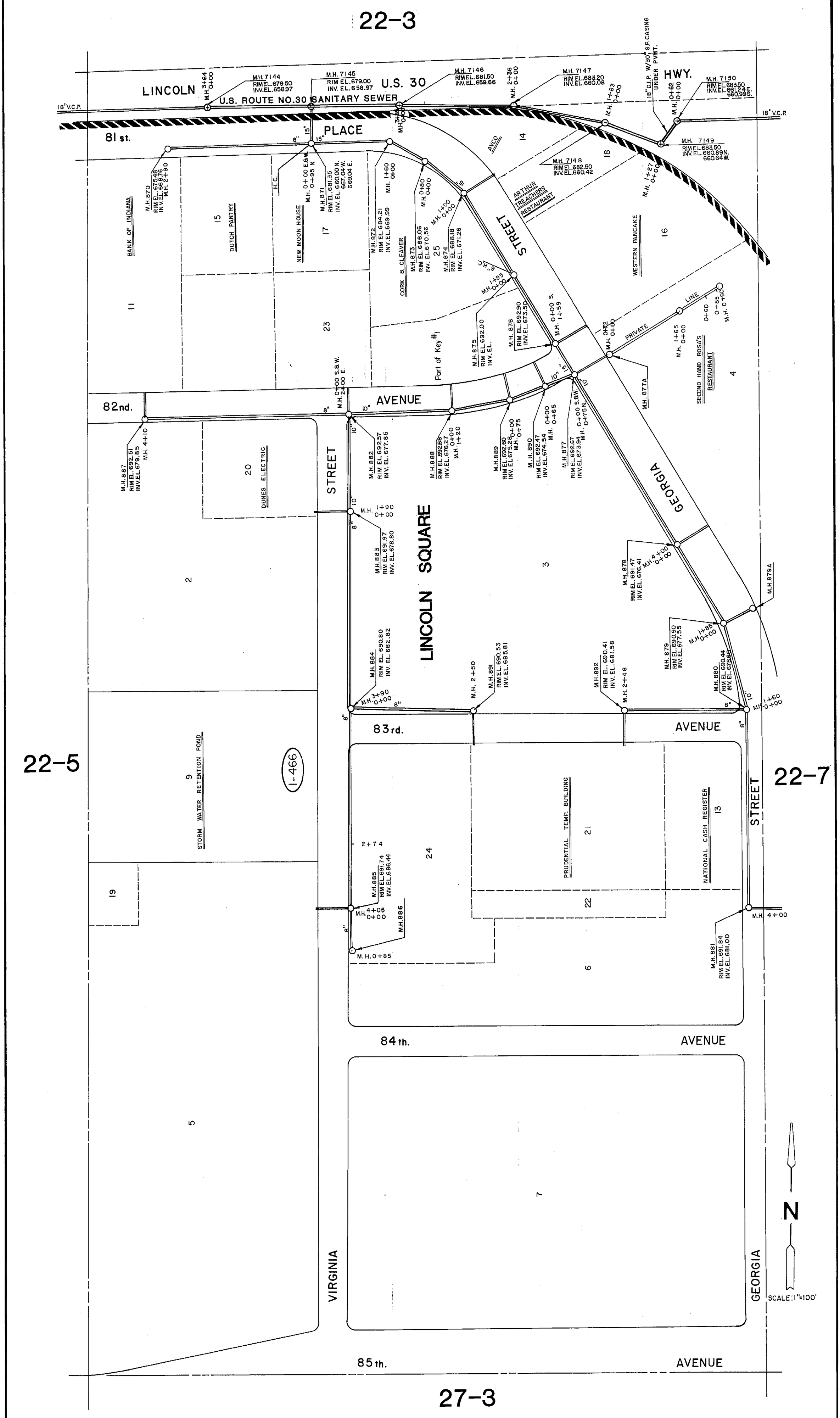
358-22-4



All of this Page inside M.C.D. and Town Limits

W.1/2 S.W.1/4 SEC.22,T.35N.,R.8W.

358-22-5



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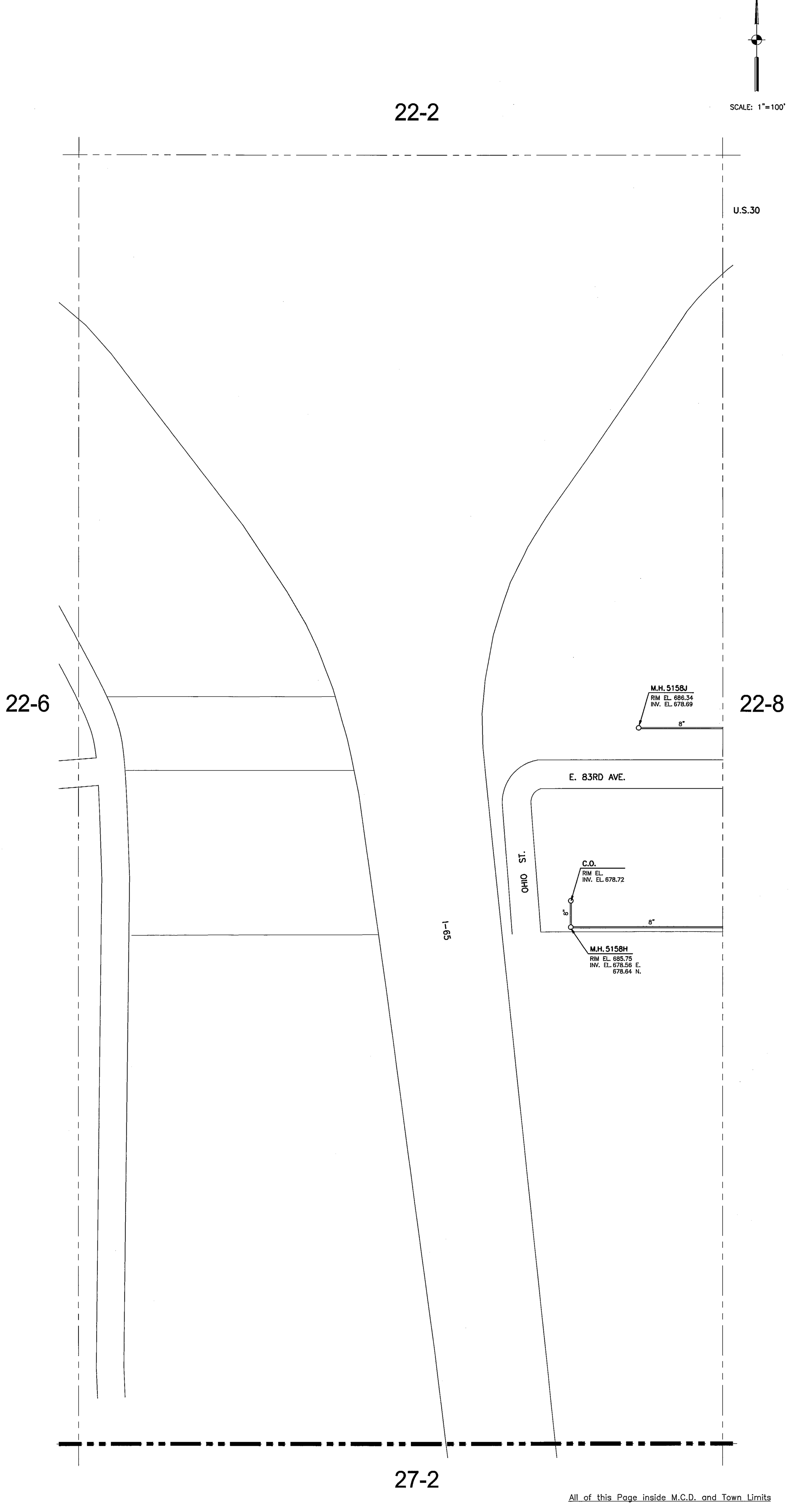
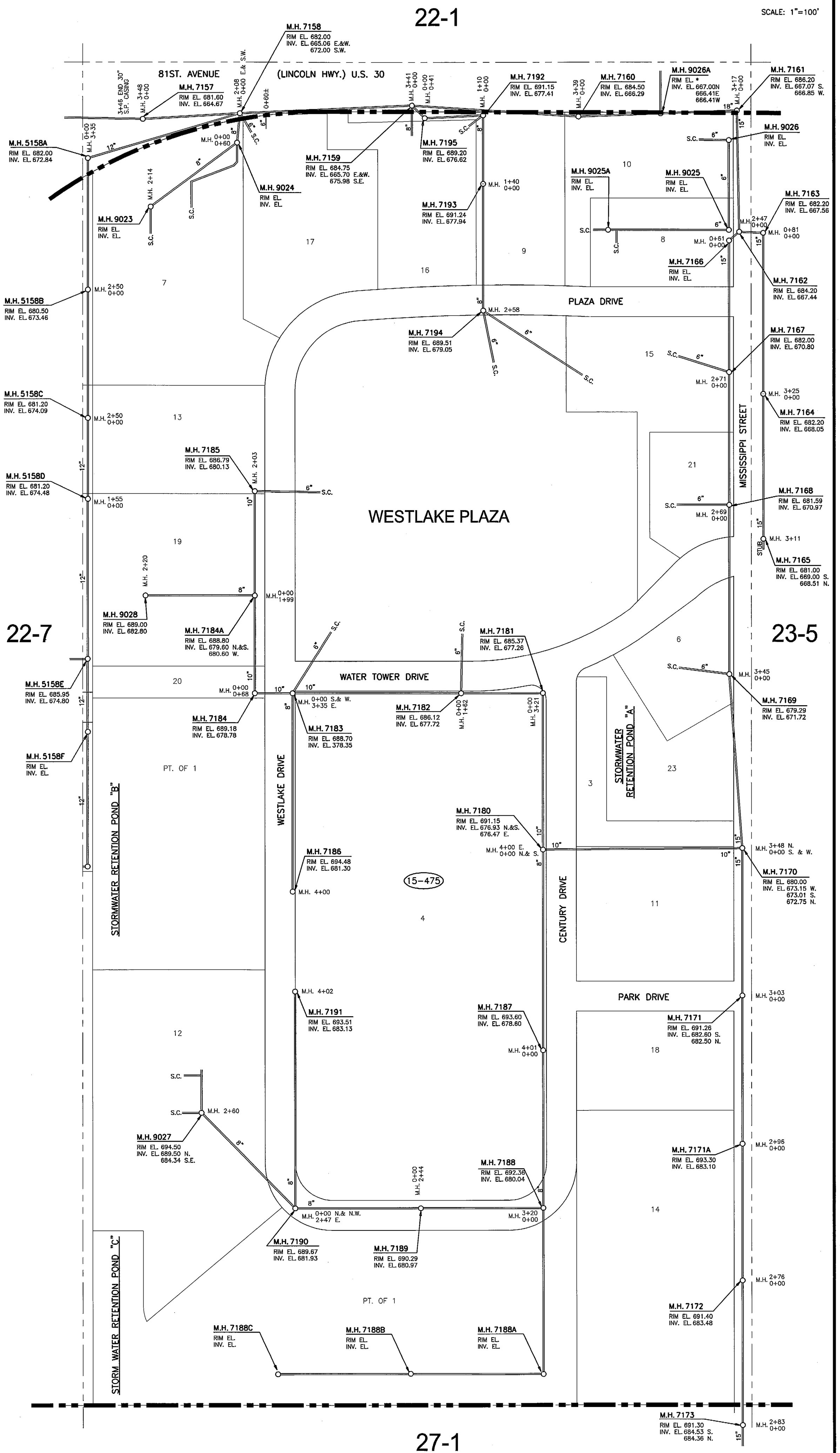
E.1/2 S.W.1/4 SEC. 22, T.35 N., R. 8 W.



All of this Page inside M.C.D. and Town Limits

W.1/2 S.E.1/4 SEC.22,T.35N.,R.8W.

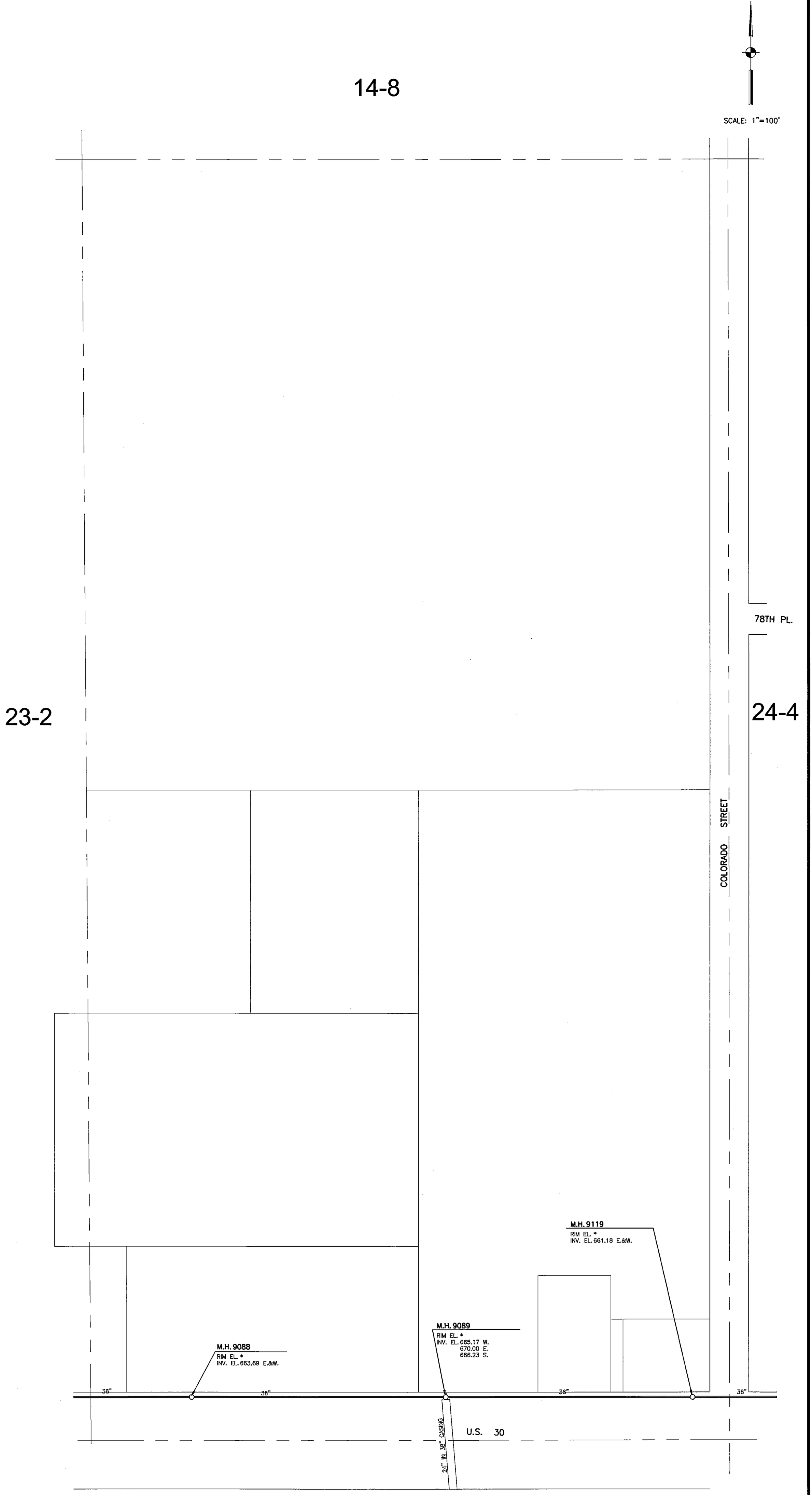
358-22-7



All of this Page inside M.C.D. and Town Limits

E.1/2 S.E.1/4 SEC.22,T.35N.,R.8W.

358-22-8

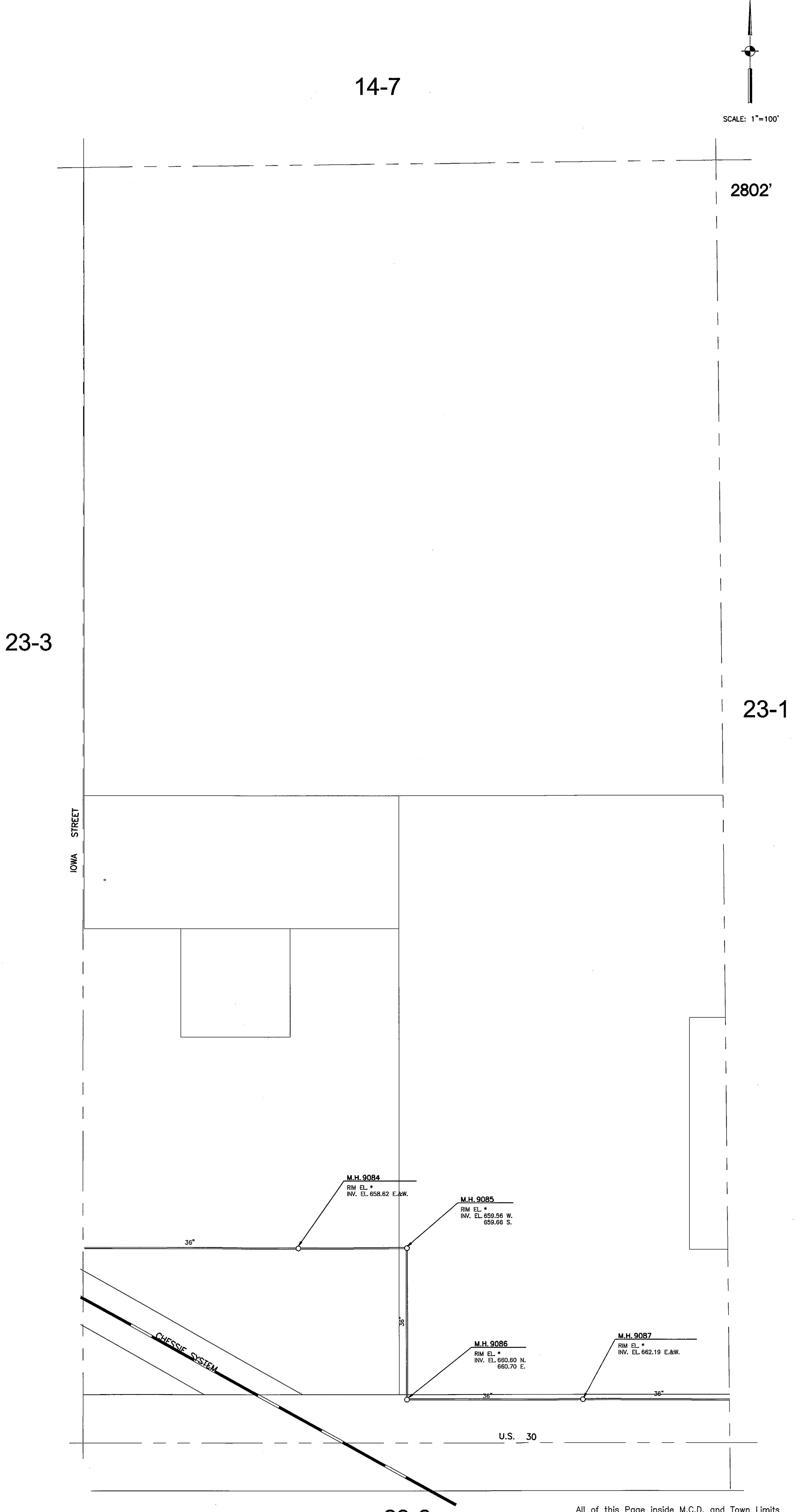


23-8

All of this Page inside M.C.D. and Town Limits

W.1/2 N.E.1/4 SEC.23,T.35N.,R.8W.

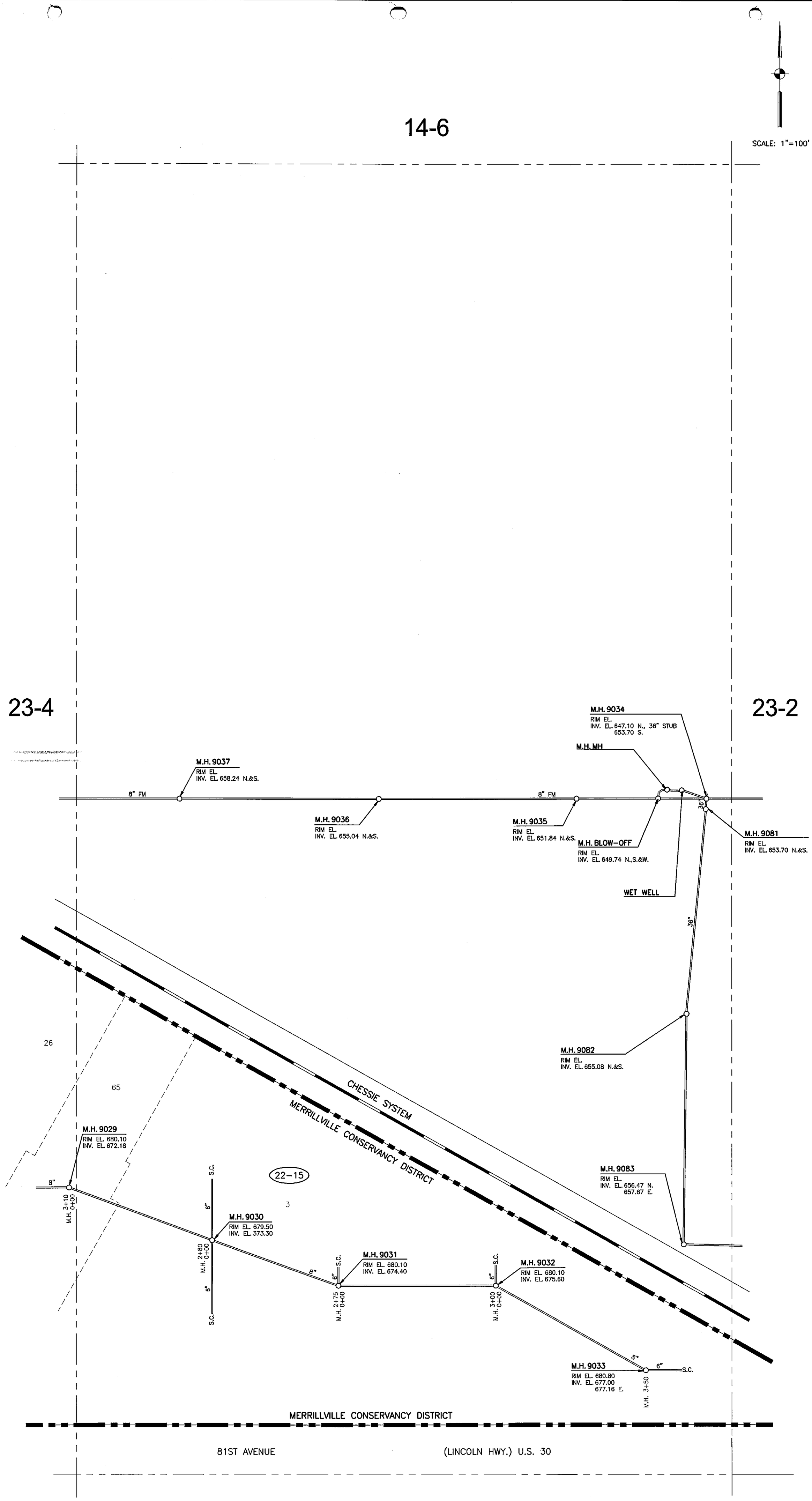
358-23-1



All of this Page inside M.C.D. and Town Limits

W.1/2 N.W.1/4 SEC.23,T.35N.,R.8W.

358-23-2

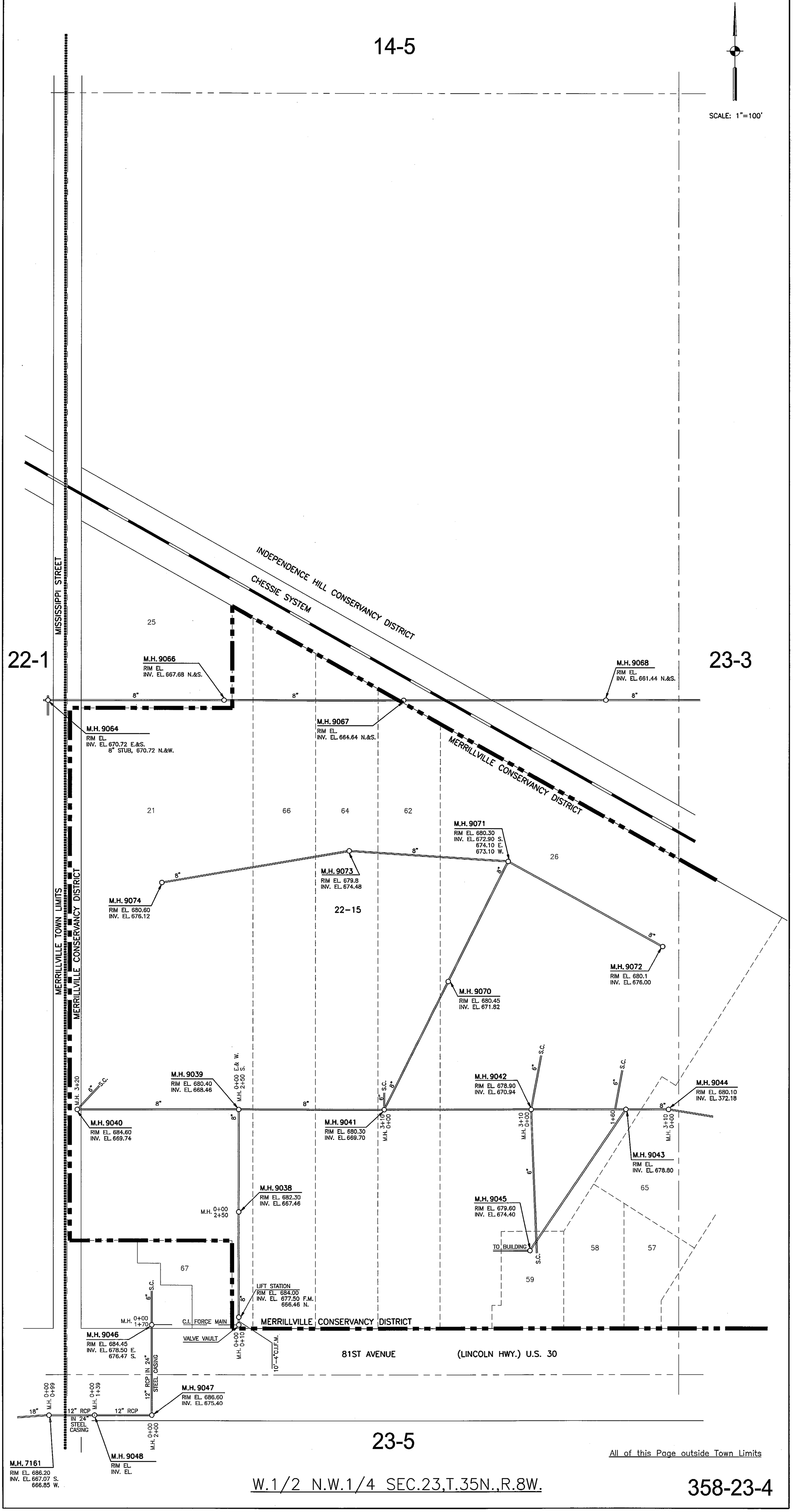


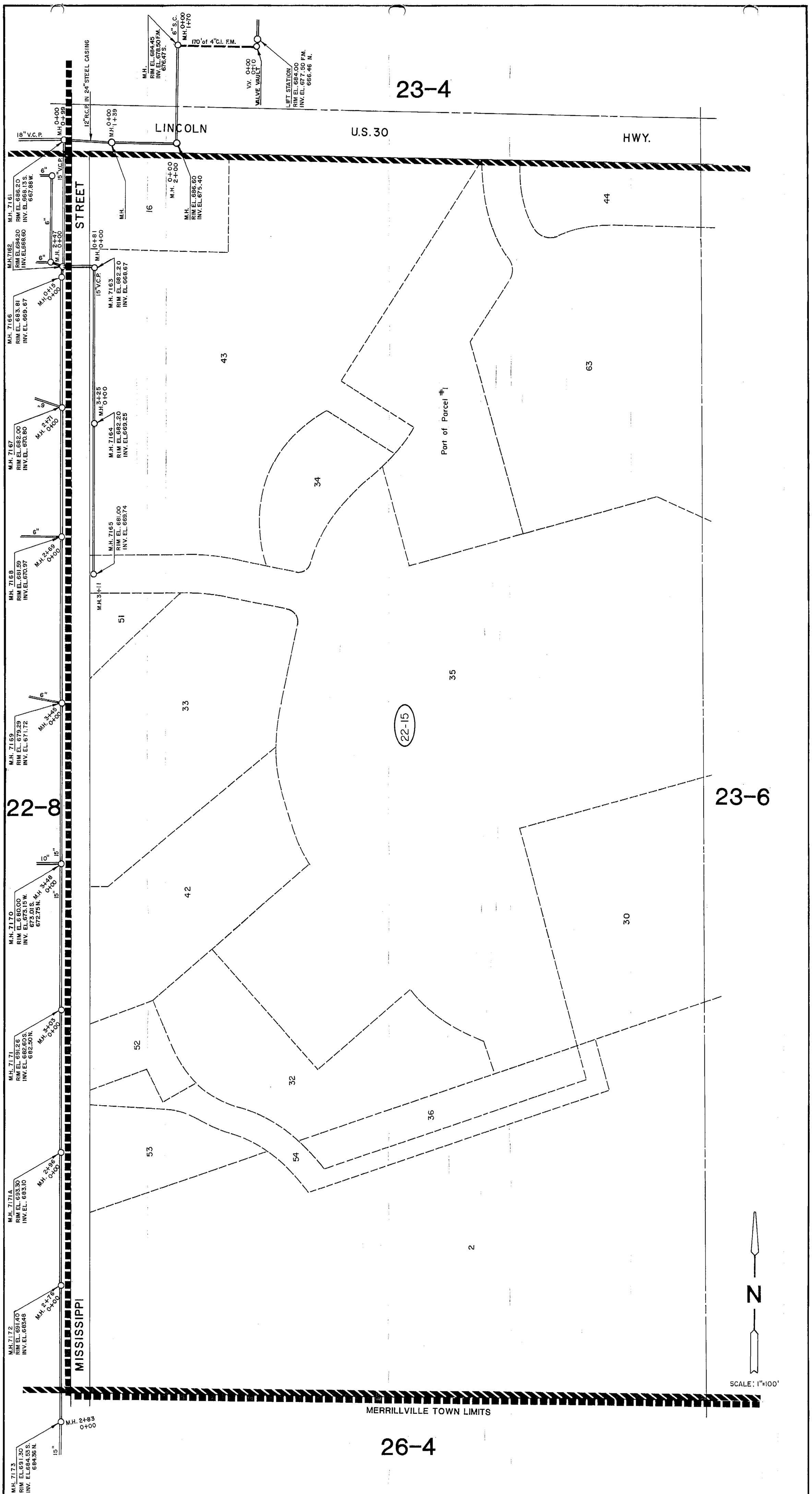
23-6

All of this Page outside Town Limits

E.1/2 N.W.1/4 SEC.23,T.35N.,R.8W.

358-23-3


14-5
SCALE: 1"=100'
22-1
23-3
MISSISSIPPI STREET
INDEPENDENCE HILL CONSERVANCY DISTRICT
CHESSIE SYSTEM
MERRILLVILLE CONSERVANCY DISTRICT
M.H. 9066
RIM EL.
INV. EL. 667.68 N.&S.
M.H. 9068
RIM EL.
INV. EL. 661.44 N.&S.
M.H. 9064
RIM EL.
INV. EL. 670.72 E.&S.
8" STUB, 670.72 N.&W.
M.H. 9067
RIM EL.
INV. EL. 664.64 N.&S.
M.H. 9071
RIM EL. 680.30
INV. EL. 672.90 S.
674.10 E.
673.10 W.
M.H. 9073
RIM EL. 679.8
INV. EL. 674.48
M.H. 9074
RIM EL. 680.60
INV. EL. 676.12
22-15
M.H. 9072
RIM EL. 680.1
INV. EL. 676.00
M.H. 9070
RIM EL. 680.45
INV. EL. 671.82
MERRILLVILLE TOWN LIMITS
MERRILLVILLE CONSERVANCY DISTRICT
M.H. 9039
RIM EL. 680.40
INV. EL. 668.46
M.H. 9042
RIM EL. 678.90
INV. EL. 670.94
M.H. 9044
RIM EL. 680.10
INV. EL. 372.18
M.H. 9040
RIM EL. 684.60
INV. EL. 669.74
M.H. 9041
RIM EL. 680.30
INV. EL. 669.70
M.H. 9043
RIM EL.
INV. EL. 678.80
M.H. 9038
RIM EL. 682.30
INV. EL. 667.46
M.H. 9045
RIM EL. 679.60
INV. EL. 674.40
TO BUILDING
LIFT STATION
RIM EL. 684.00
INV. EL. 677.50 F.M.
666.46 N.
C.I. FORCE MAIN
VALVE VAULT
MERRILLVILLE CONSERVANCY DISTRICT
M.H. 9046
RIM EL. 684.45
INV. EL. 678.50 E.
676.47 S.
81ST AVENUE
(LINCOLN HWY.) U.S. 30
12" RCP IN 24" STEEL CASING
M.H. 9047
RIM EL. 686.60
INV. EL. 675.40
M.H. 9048
RIM EL.
INV. EL.
M.H. 7161
RIM EL. 686.20
INV. EL. 667.07 S.
666.85 W.
23-5
All of this Page outside Town Limits
W.1/2 N.W.1/4 SEC.23,T.35N.,R.8W.
358-23-4



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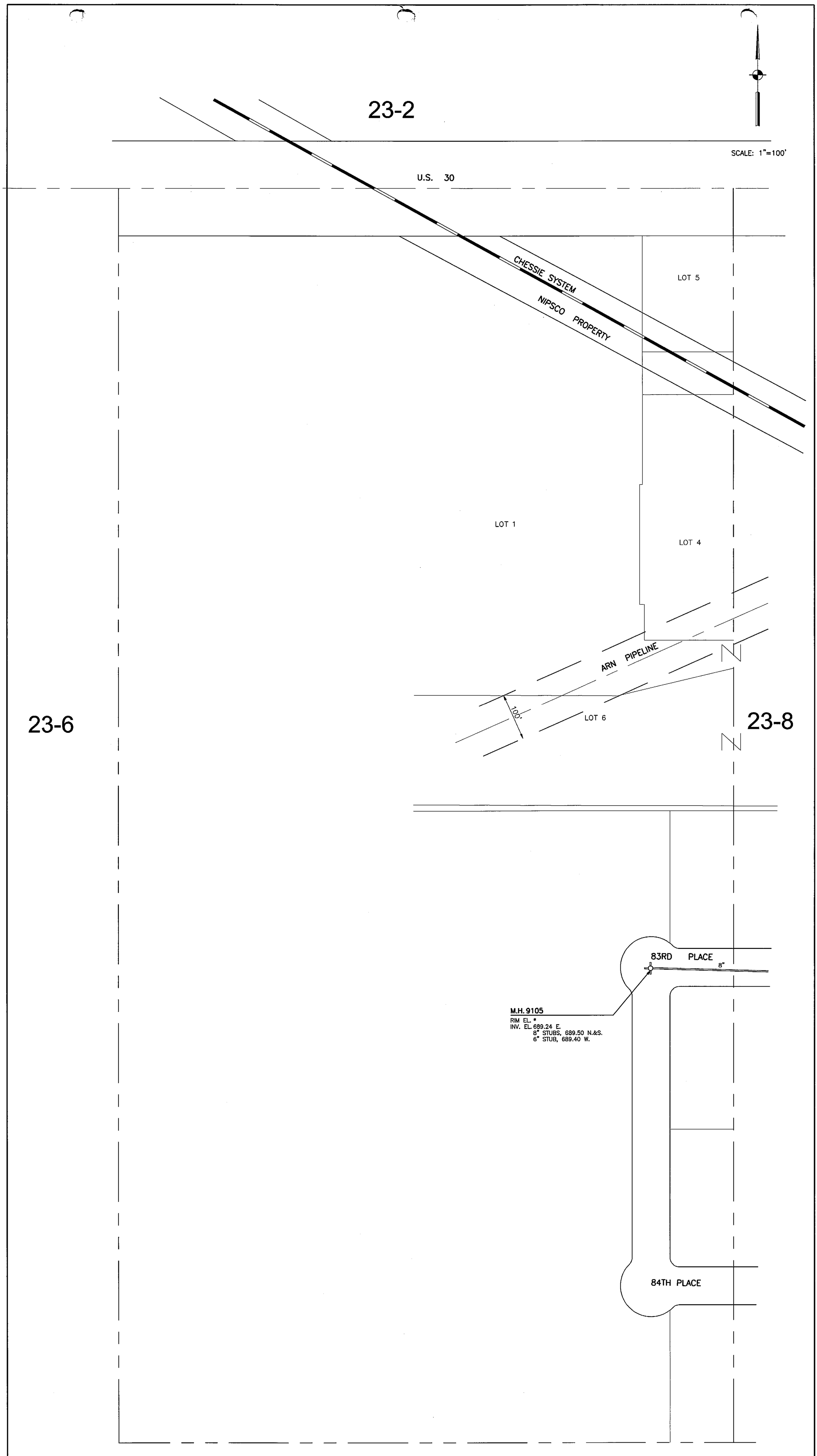

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W.1/2 S.E.1/4 SEC.23,T.35N.,R.8W.

358-23-7

23-1

SCALE: 1"=100'

U.S. 30

24" IN 38" CASING

M.H. 9090
RIM EL. *
INV. EL. 670.60 N.
670.52 S.E.
10" STUB, 671.45 W.

M.H. 9091
RIM EL. *
INV. EL. 670.60 N.W.
670.62 S.

LOT 3 LOT 2 LOT 1

M.H. 9092
RIM EL. *
INV. EL. 671.22 N.&S.
8" STUBS, 672.30 E.&W.

M.H. 9093
RIM EL. *
INV. EL. 671.83 N.
671.85 S.E.
672.80 S.W.

LOT 45

M.H. 9094
RIM EL. *
INV. EL. 672.27 S.E.
673.00 S.

NIPSCO PROPERTY CHESSIE SYSTEM

ARN PIPELINE

M.H. 9095
RIM EL. *
INV. EL. 673.29 N.
680.50 S.

LOT 2

23-7

24-5

LOT 7

M.H. 9096
RIM EL. *
INV. EL. 681.17 N.
683.30 S.W.

M.H. 9098
RIM EL. *
INV. EL. 684.06 E.
684.26 S.

M.H. 9097
RIM EL. *
INV. EL. 683.45 N.E.
683.65 W.

COLORADO STREET

83RD PLACE

M.H. 9104
RIM EL. *
INV. EL. 684.90 N.
686.80 E.
686.00 W.

M.H. 9099
RIM EL. *
INV. EL. 684.90 N.
686.80 E.
686.00 W.

M.H. 9100
RIM EL. *
INV. EL. 687.17 W.
689.00 S.
690.30 E.

M.H. 9106
RIM EL. *
INV. EL. 692.30 E.&W.

M.H. 9101
RIM EL. *
INV. EL. 691.64 N.&S.

84TH PLACE

M.H. 9103
RIM EL. *
INV. EL. 697.44 E.
8" STUB, 697.44 W.

M.H. 9102
RIM EL. *
INV. EL. 694.72 N.
694.70 E.
696.20 W.

M.H. 9117
RIM EL. *
INV. EL. 695.29 E.&W.

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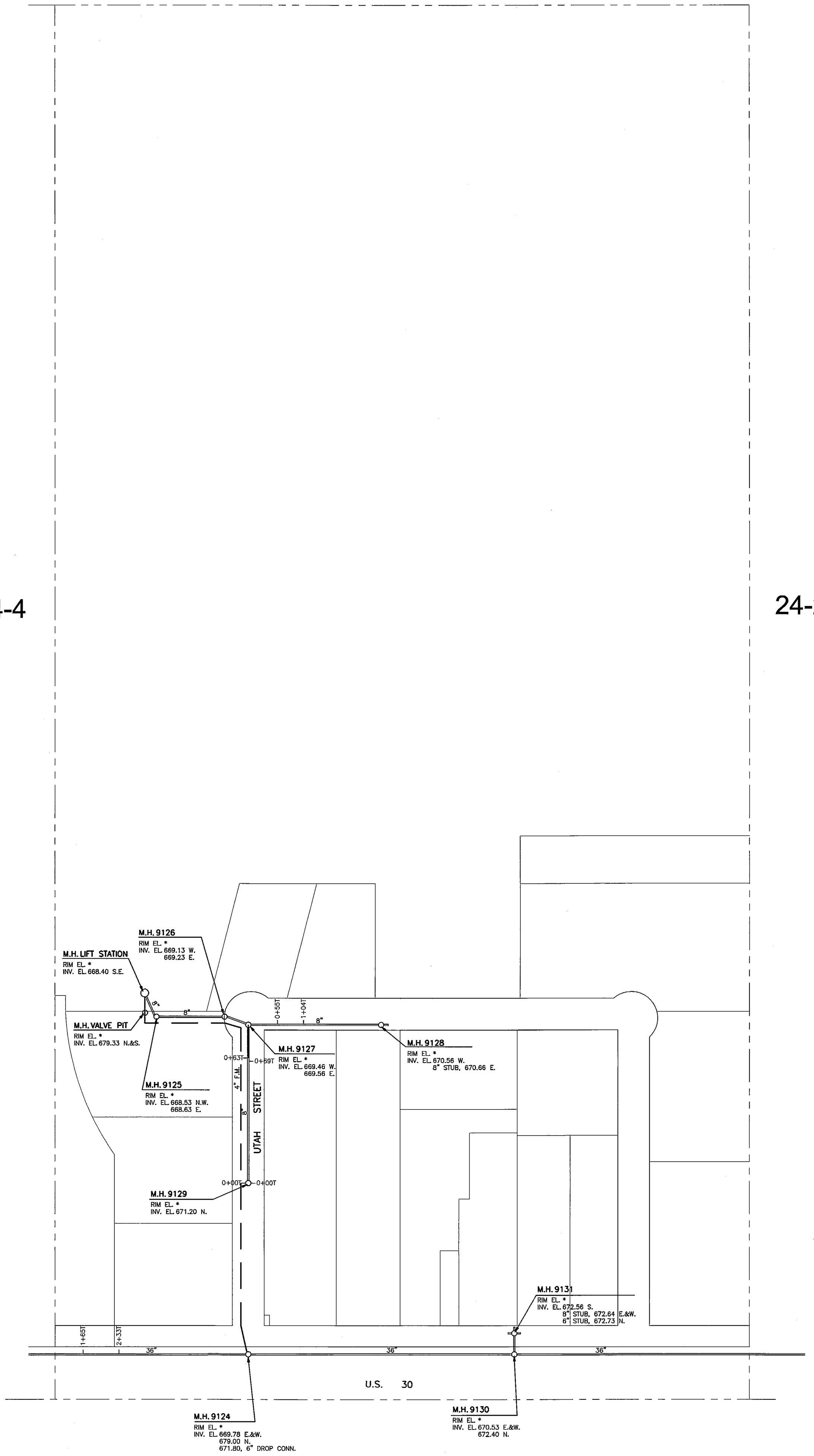
SCALE: 1"=100'

24-4

24-2



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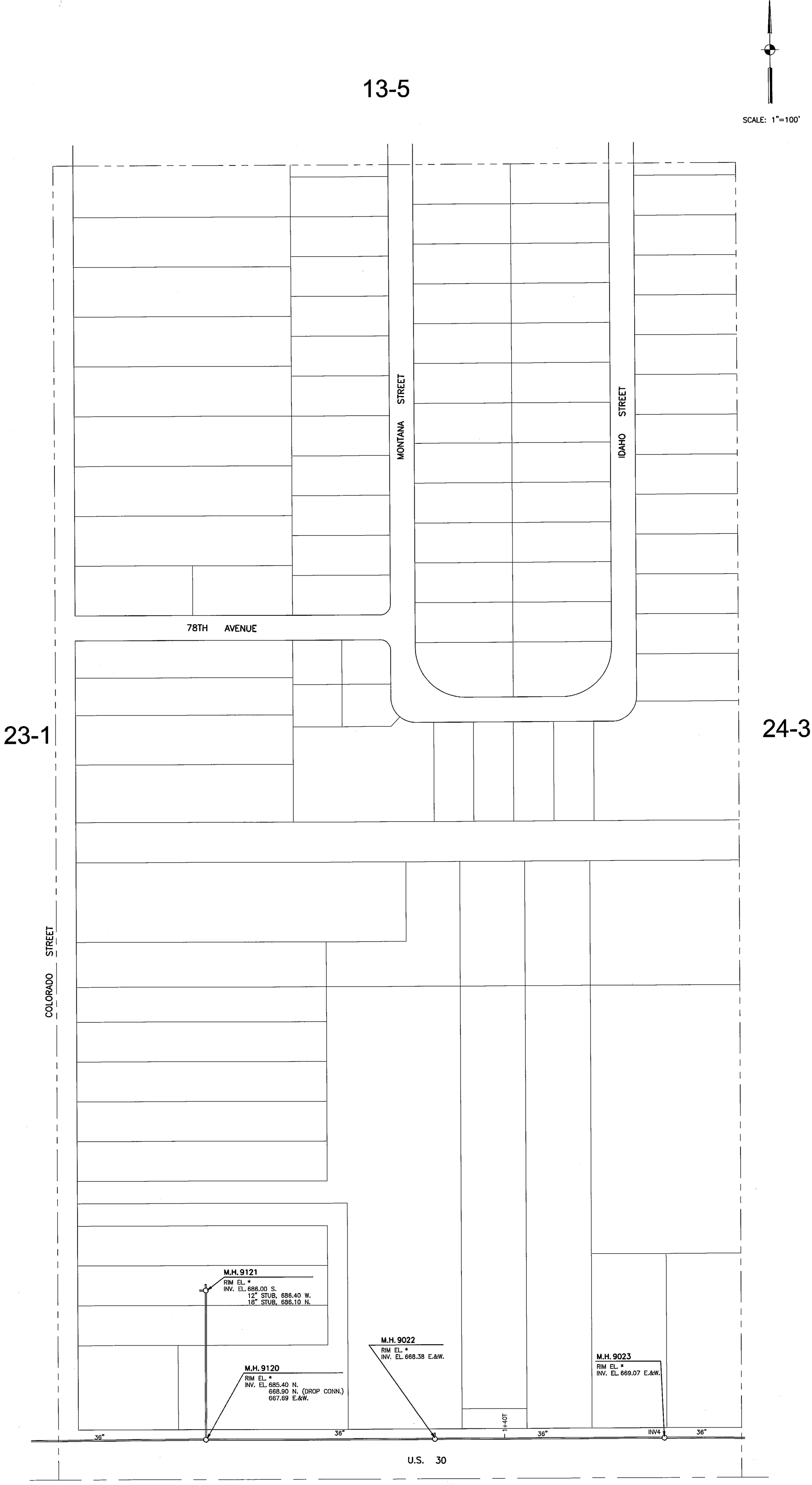

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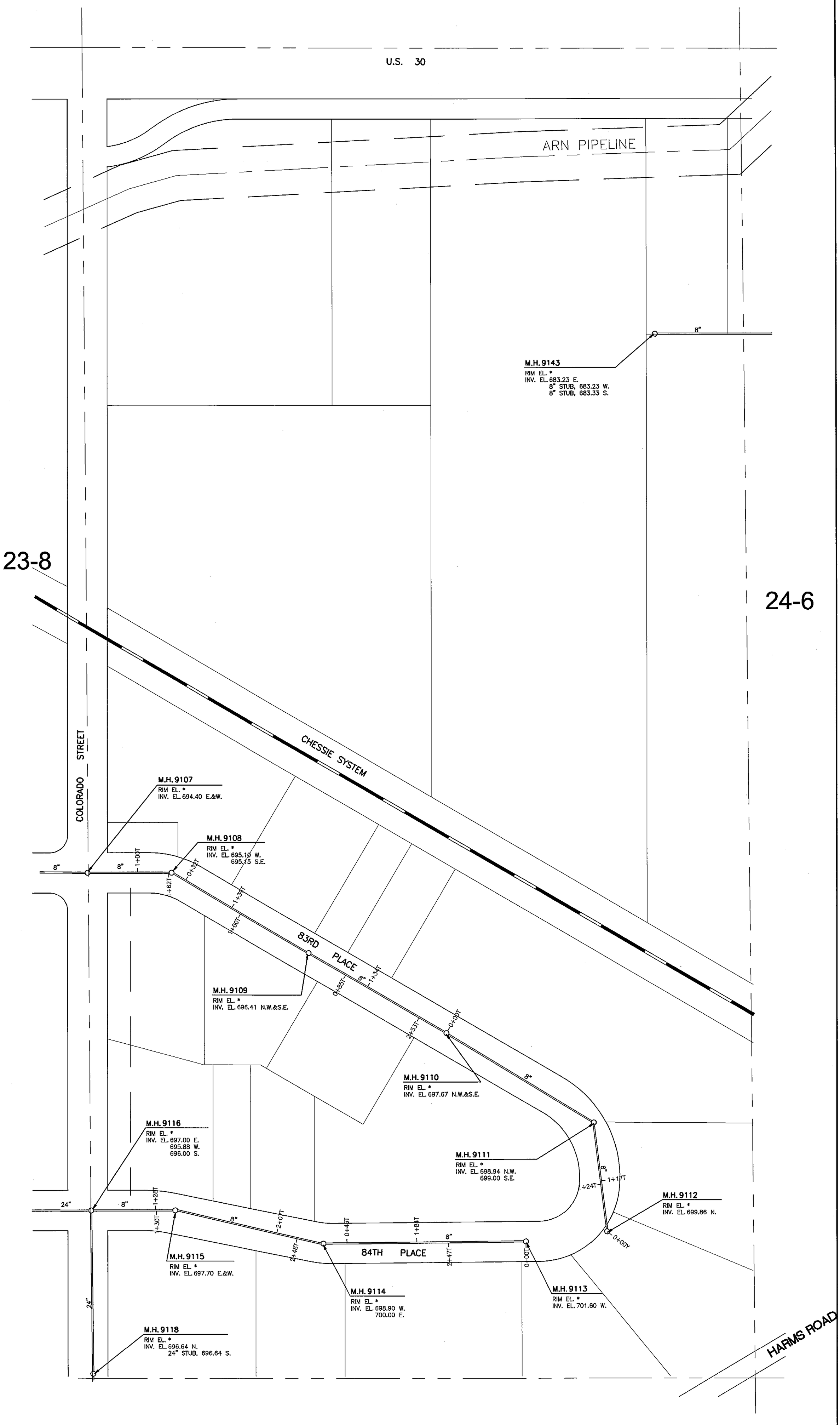

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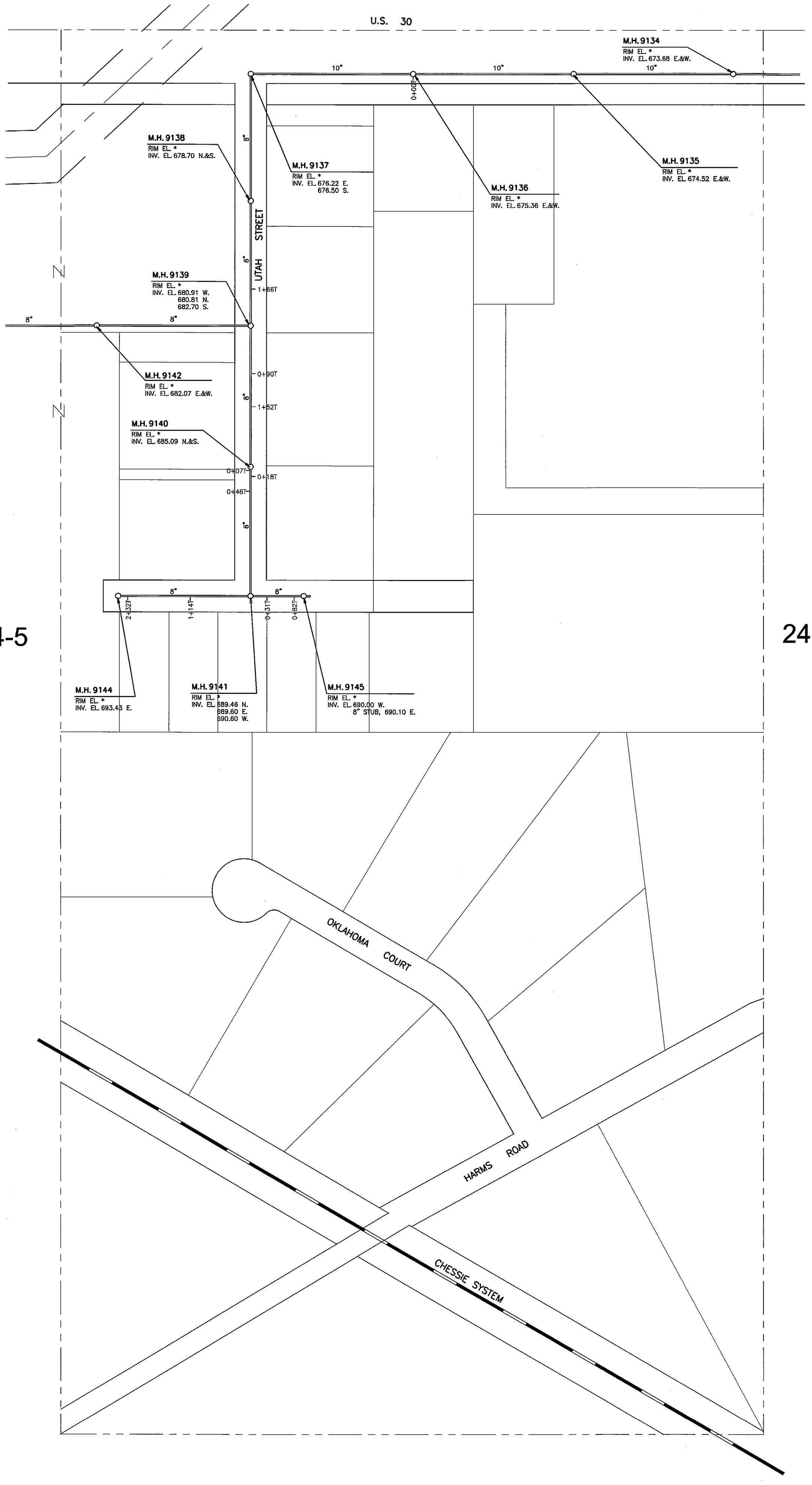

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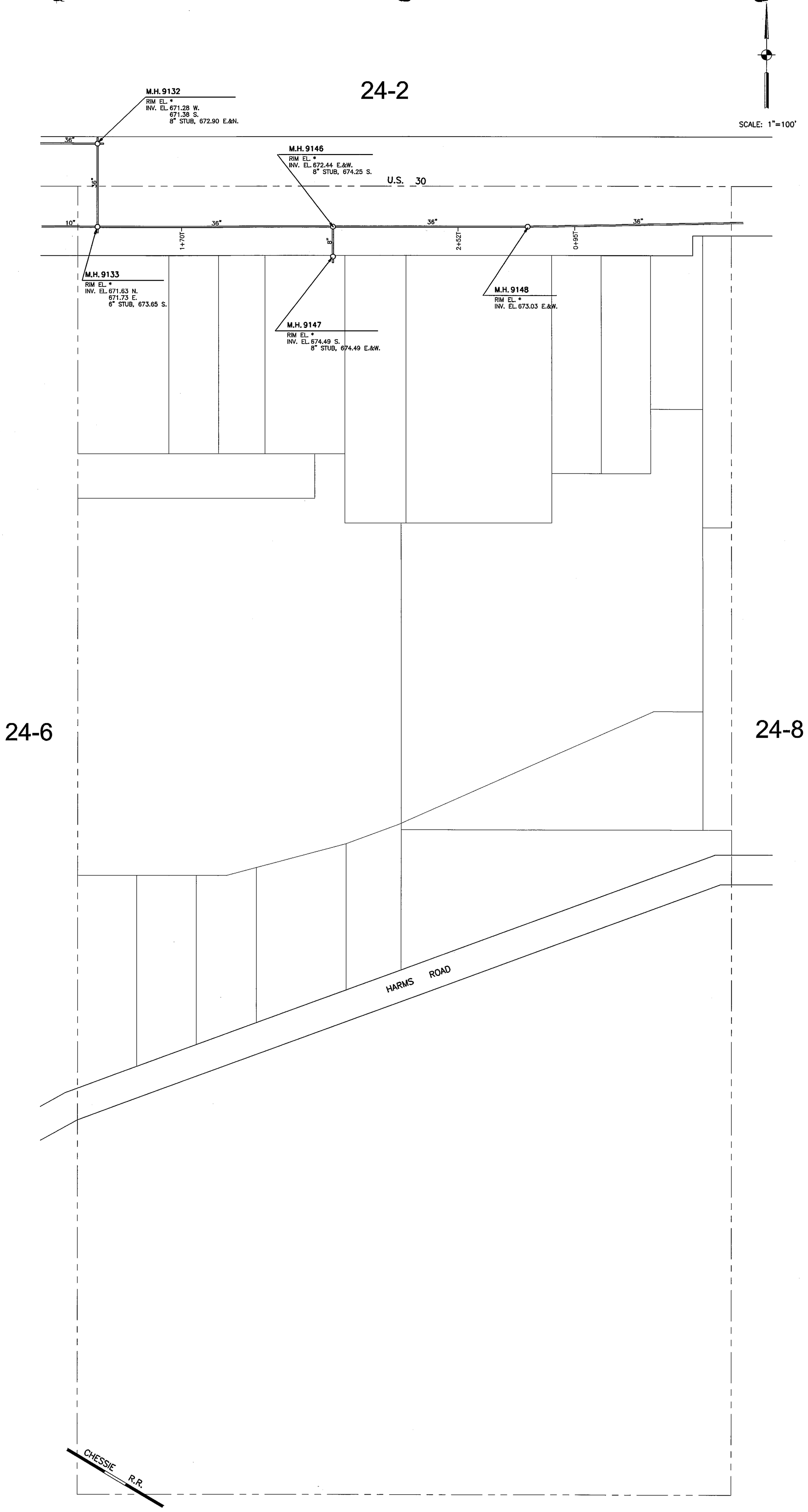

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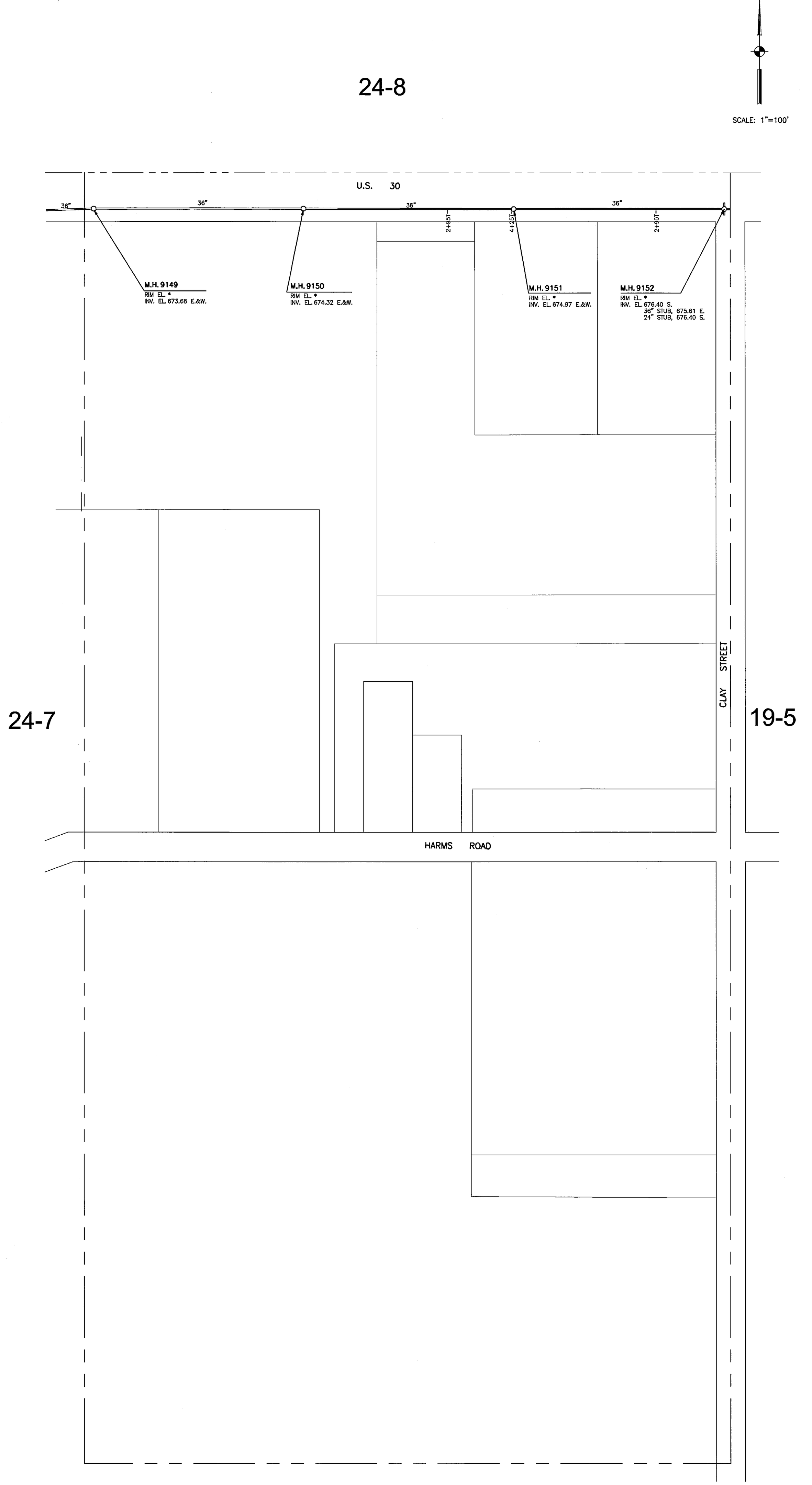

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E.1/2 S.E.1/4 SEC.24,T.35N.,R.8W.

358-24-8

23-6

SCALE: 1"=100'

MERRILLVILLE CONSERVANCY DISTRICT

-001

31

0+93

M.H. 974
RIM EL. 678.56 W.
INV. EL. 678.66 S.
678.82 E.

26-4

87TH AVENUE

12"

8"

8"

1+25

162

12"

96

1+28

95

26-2

M.H. 973
RIM EL. 684.05
INV. EL. 679.92

M.H. 975
RIM EL. 682.60
INV. EL. 678.91

100

-002

HARMS ROAD

89TH AVENUE

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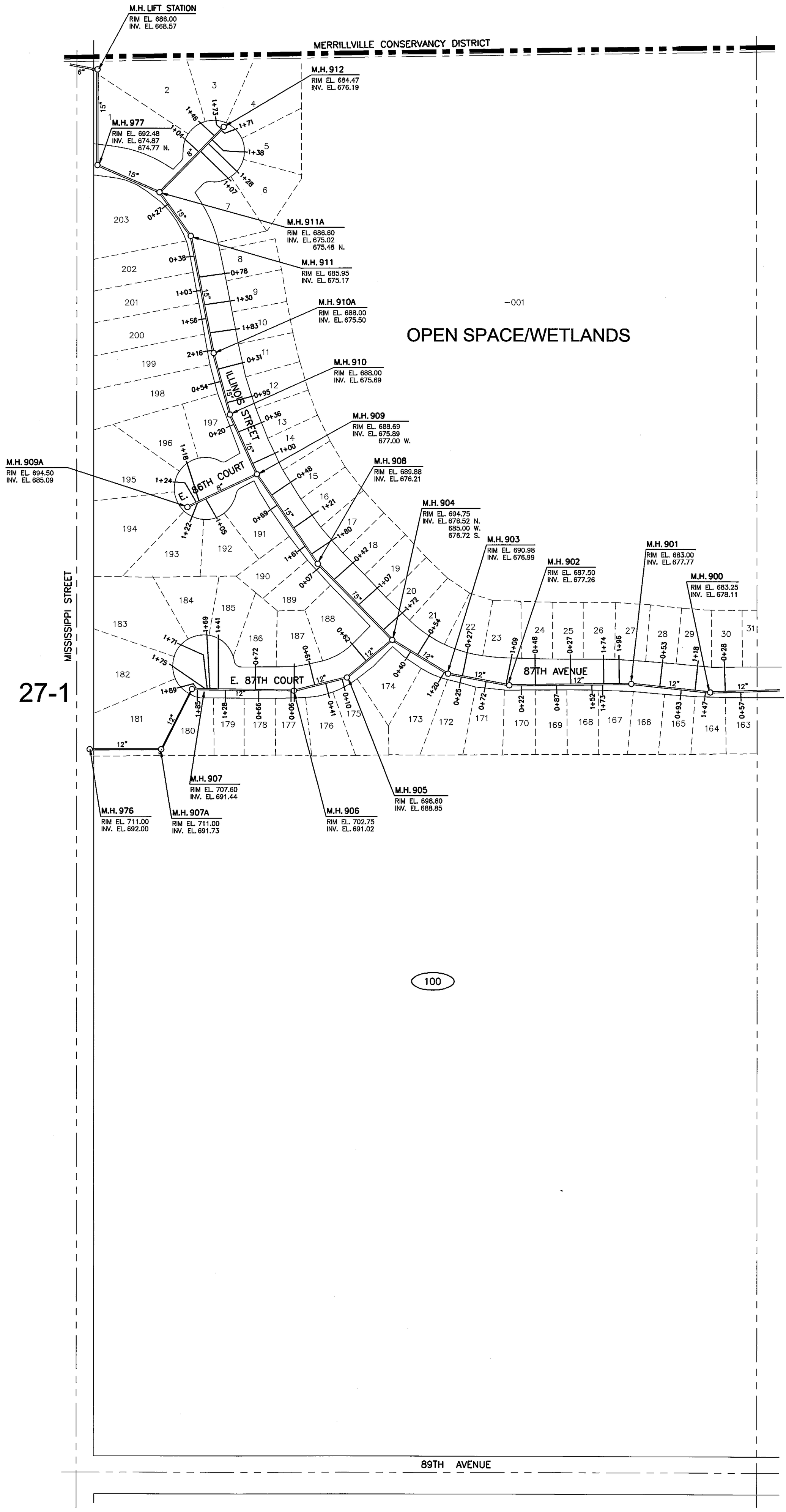

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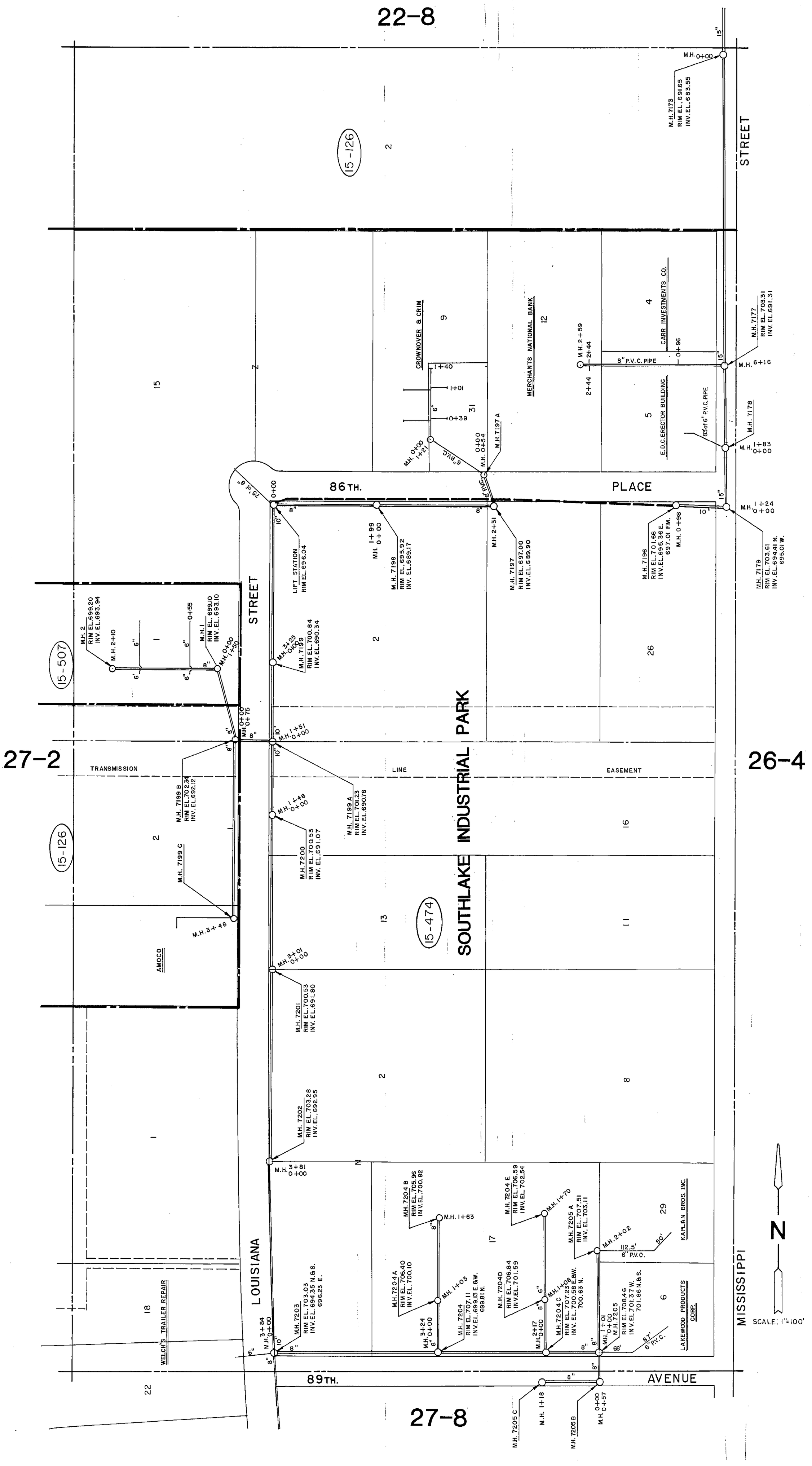

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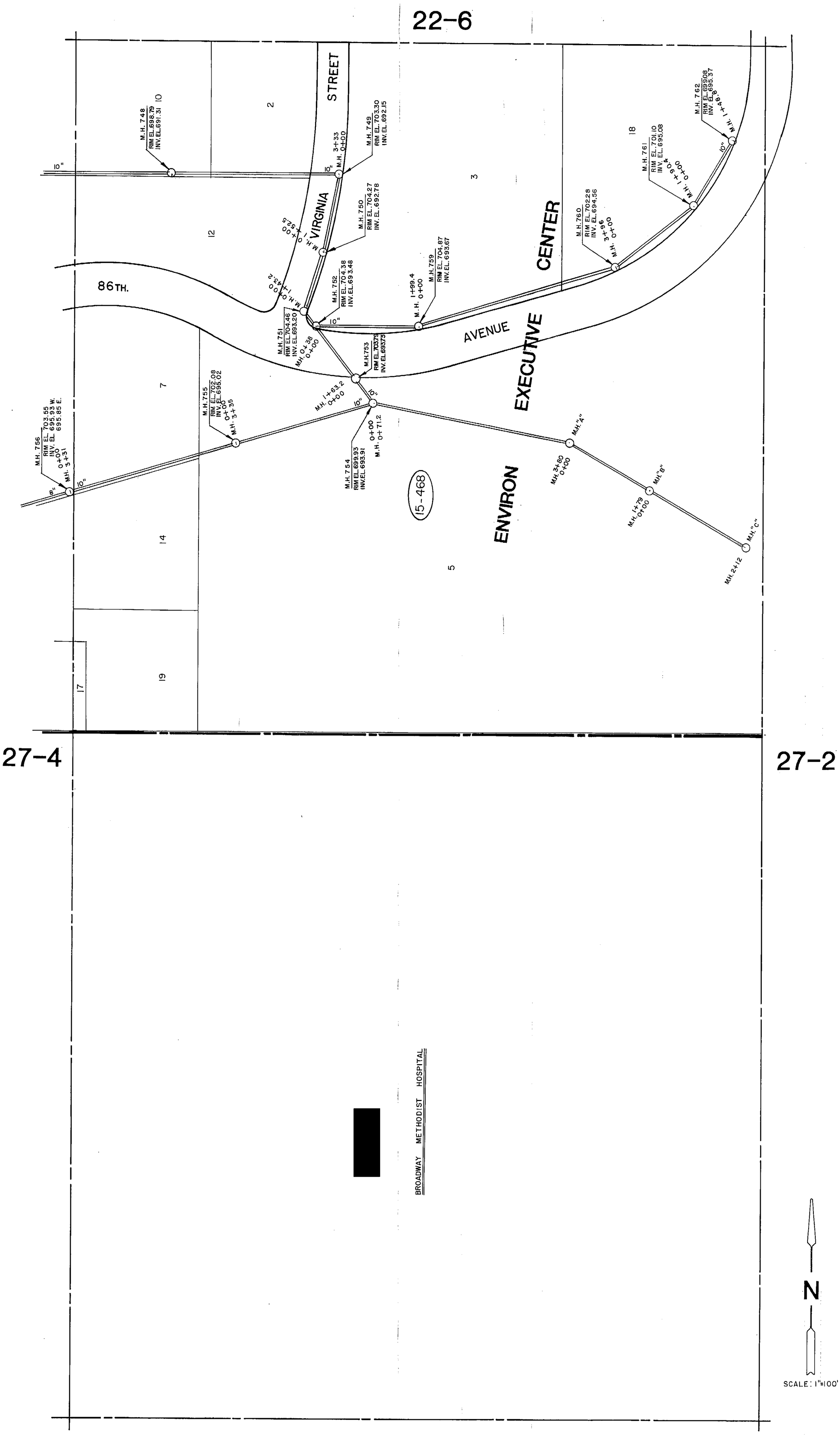

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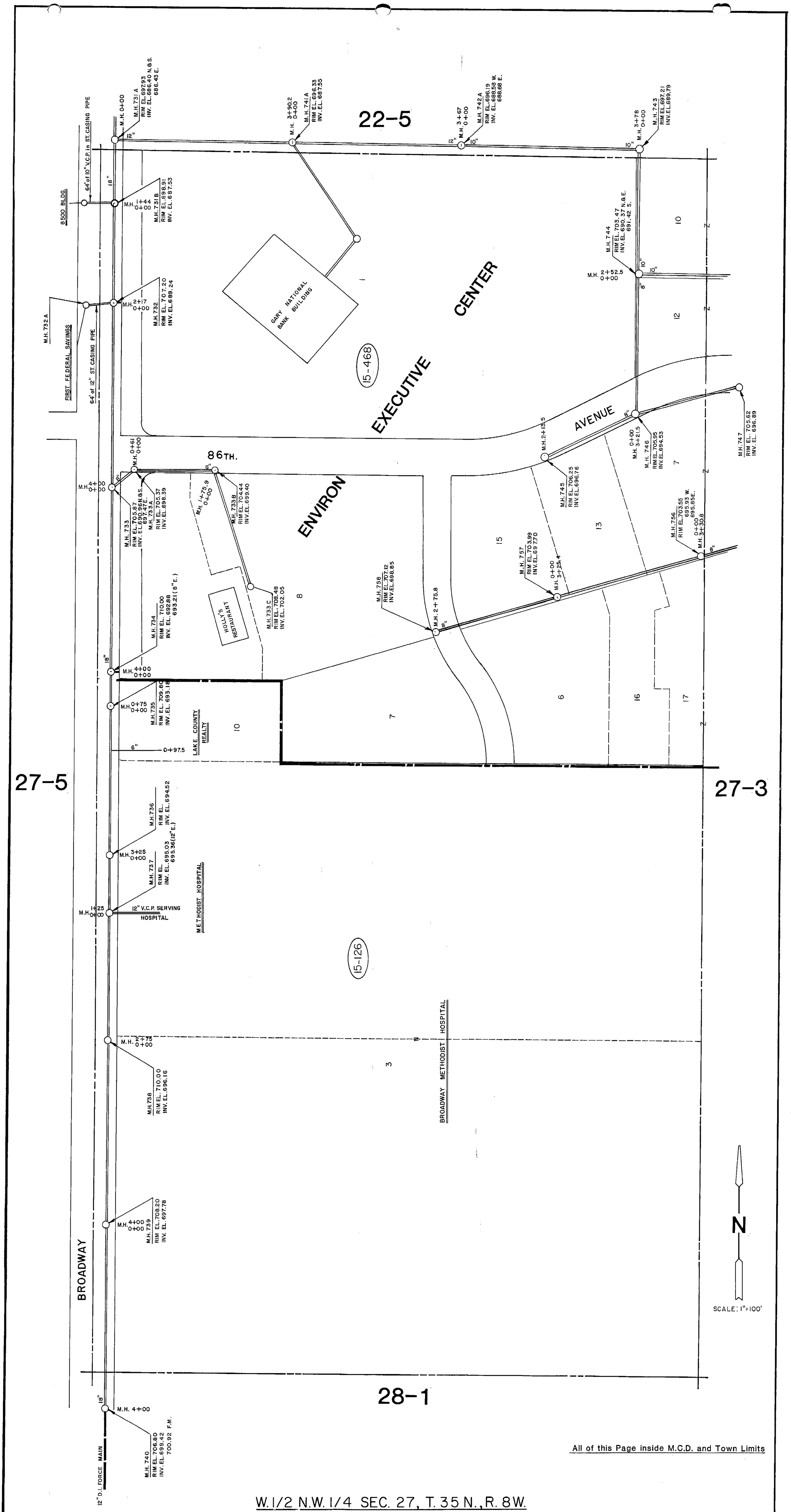

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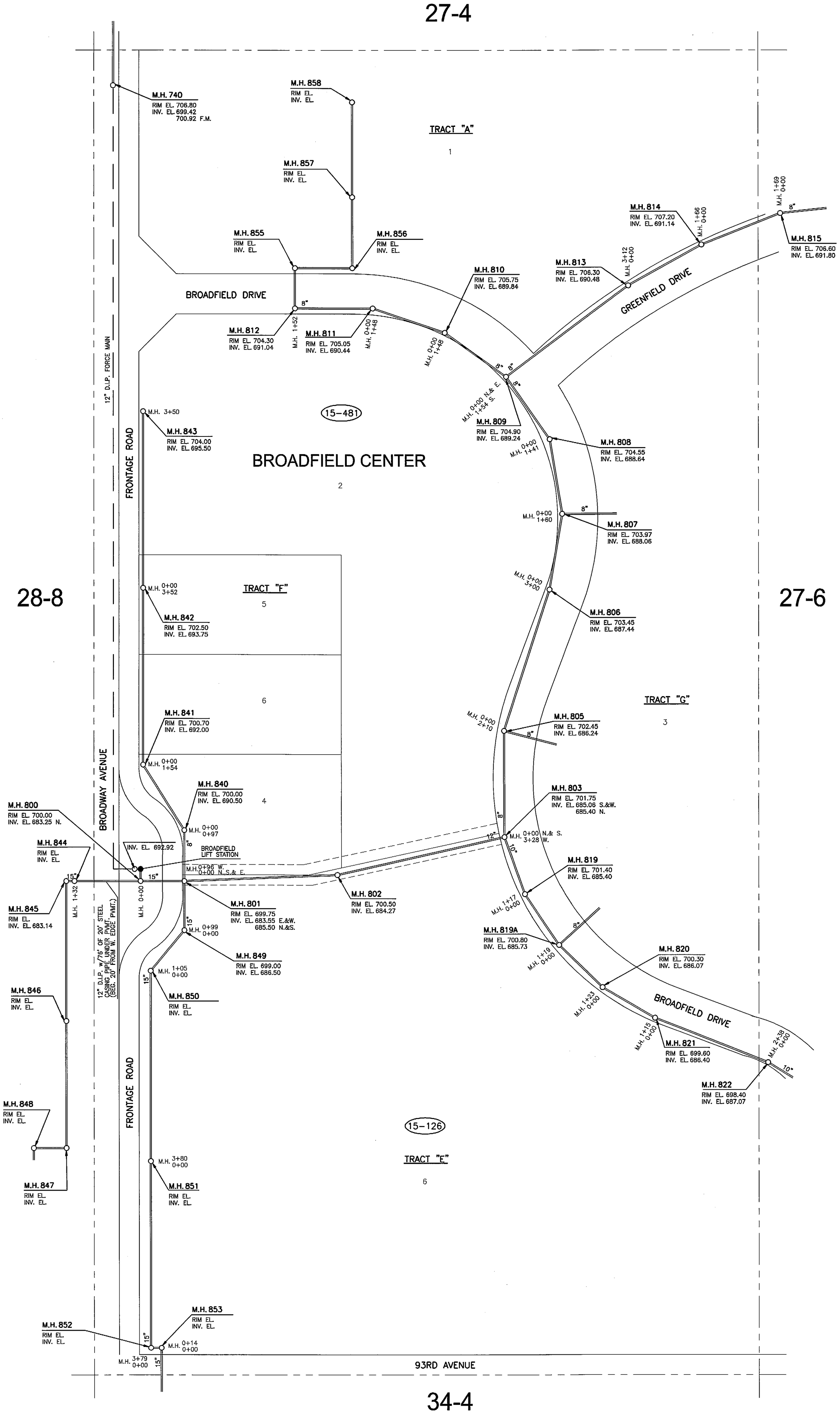
SCALE: 1"=100'

27-4



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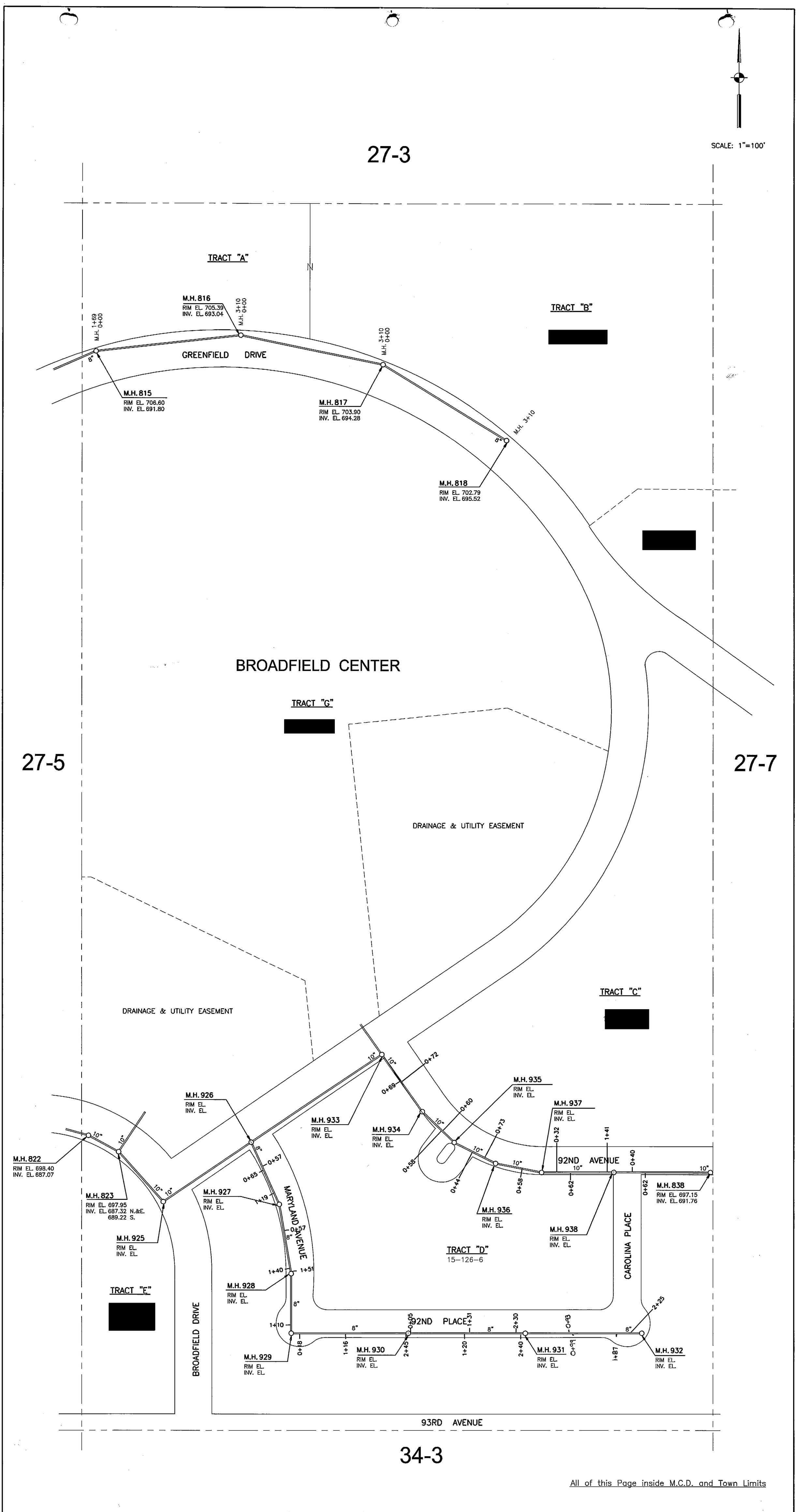

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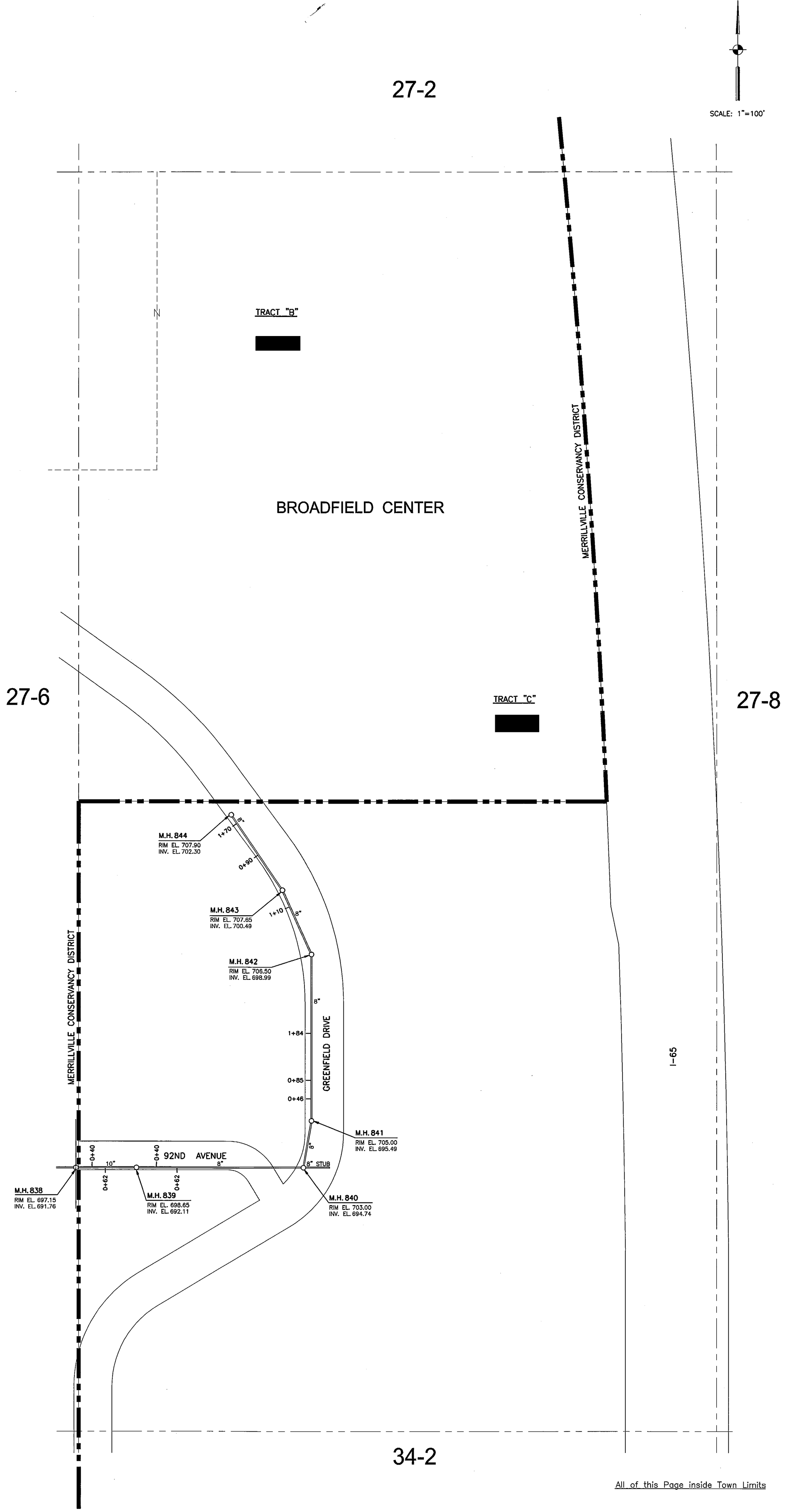

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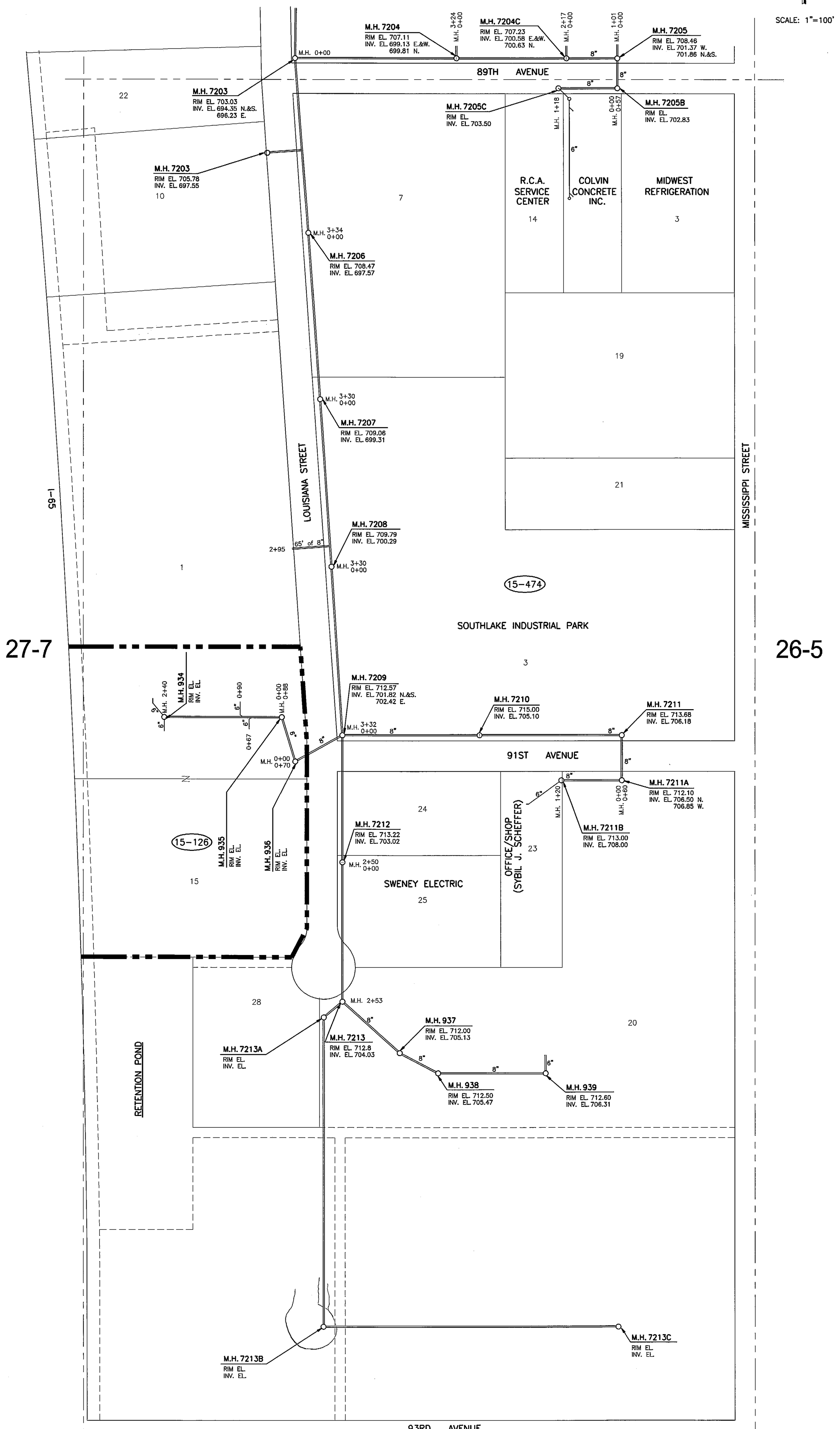

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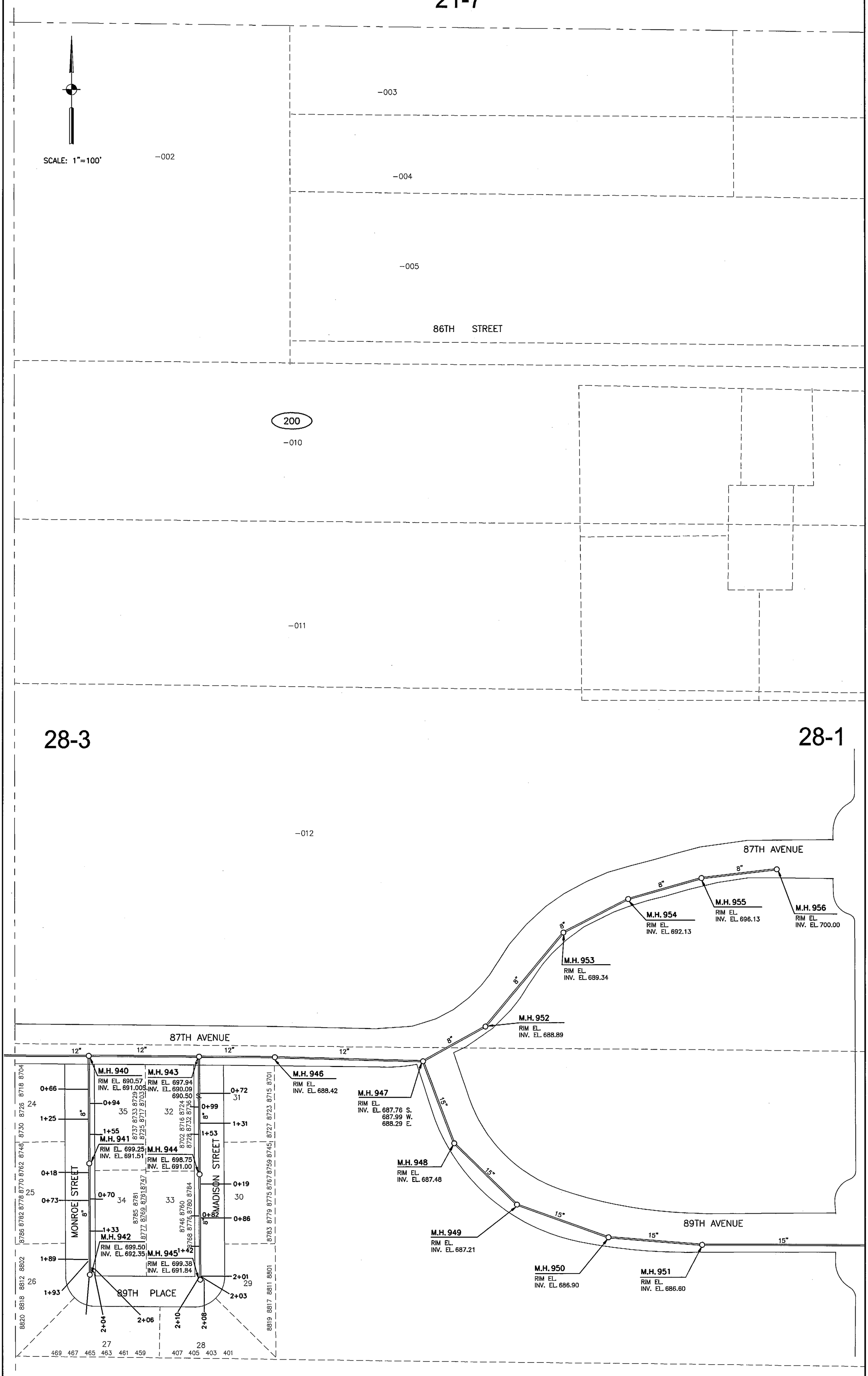

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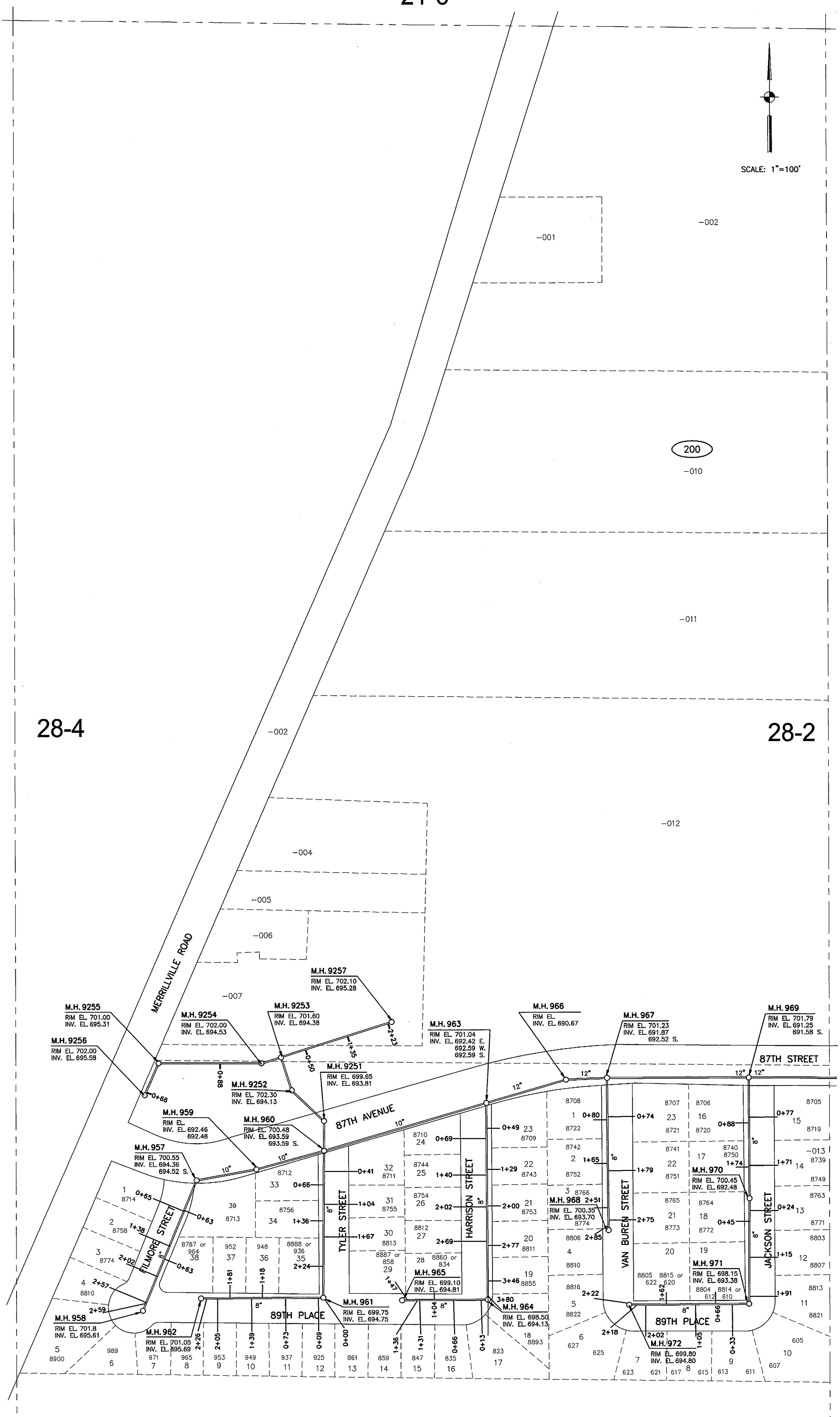

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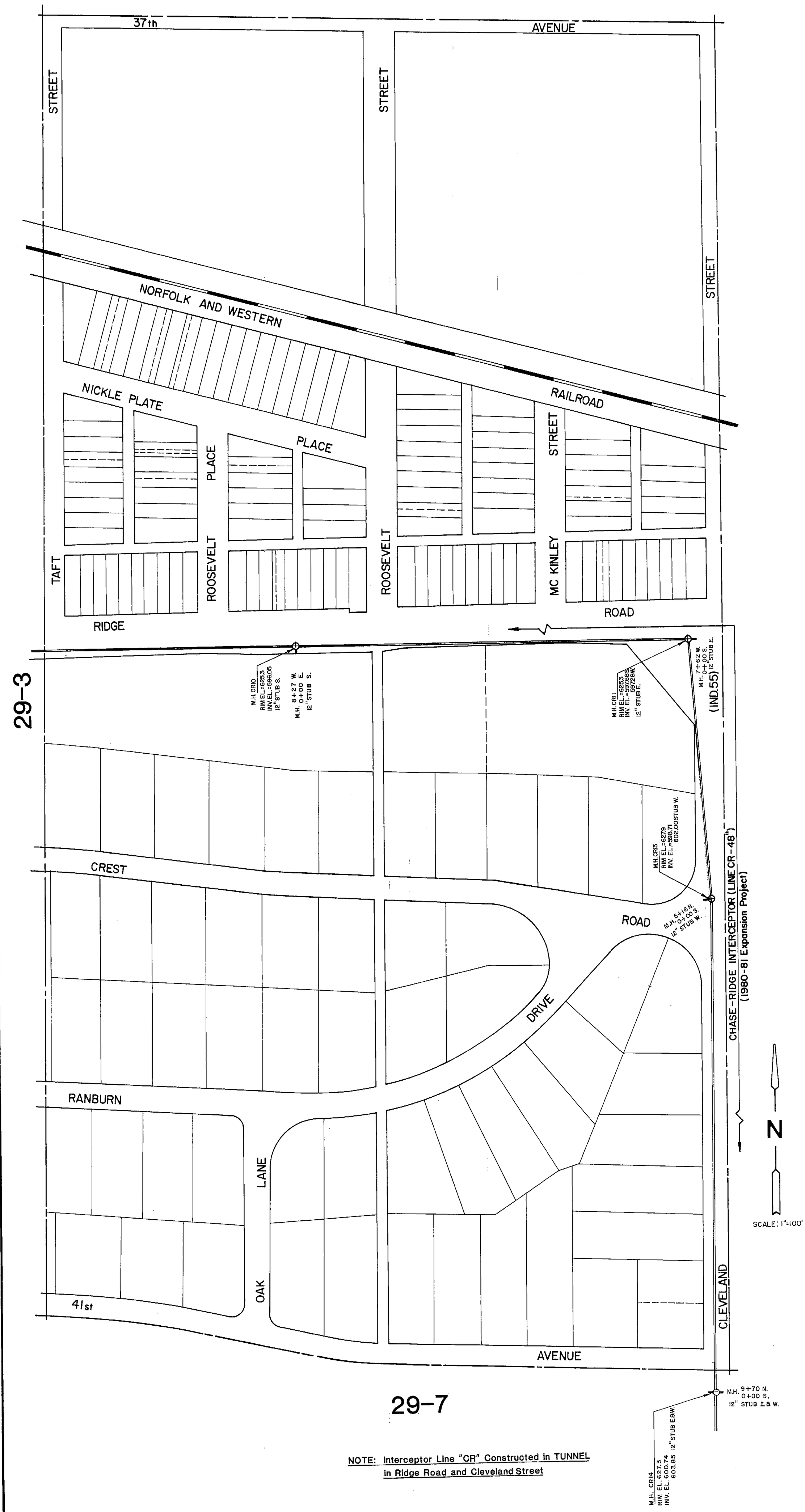

29-7

NOTE: Interceptor Line "CR" Constructed in TUNNEL in Ridge Road and Cleveland Street

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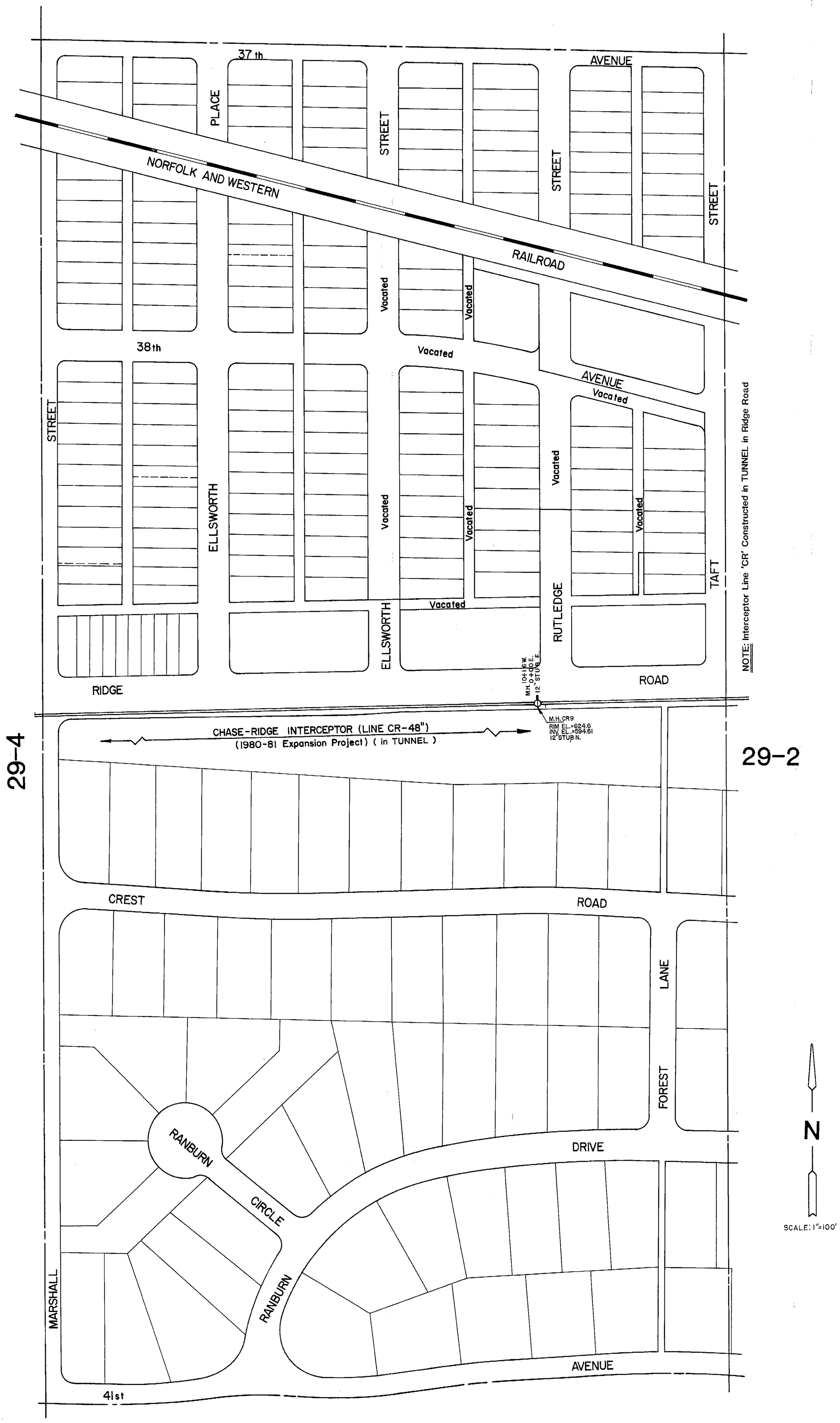

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E. 1/2 N.W. 1/4 SEC. 29, T. 36 N., R. 8 W.

NOTE: Interceptor Line 'CR' Constructed in TUNNEL in Chase Street and Ridge Road from 300' North of Ridge Road South and East to Marshall Street.

29-3

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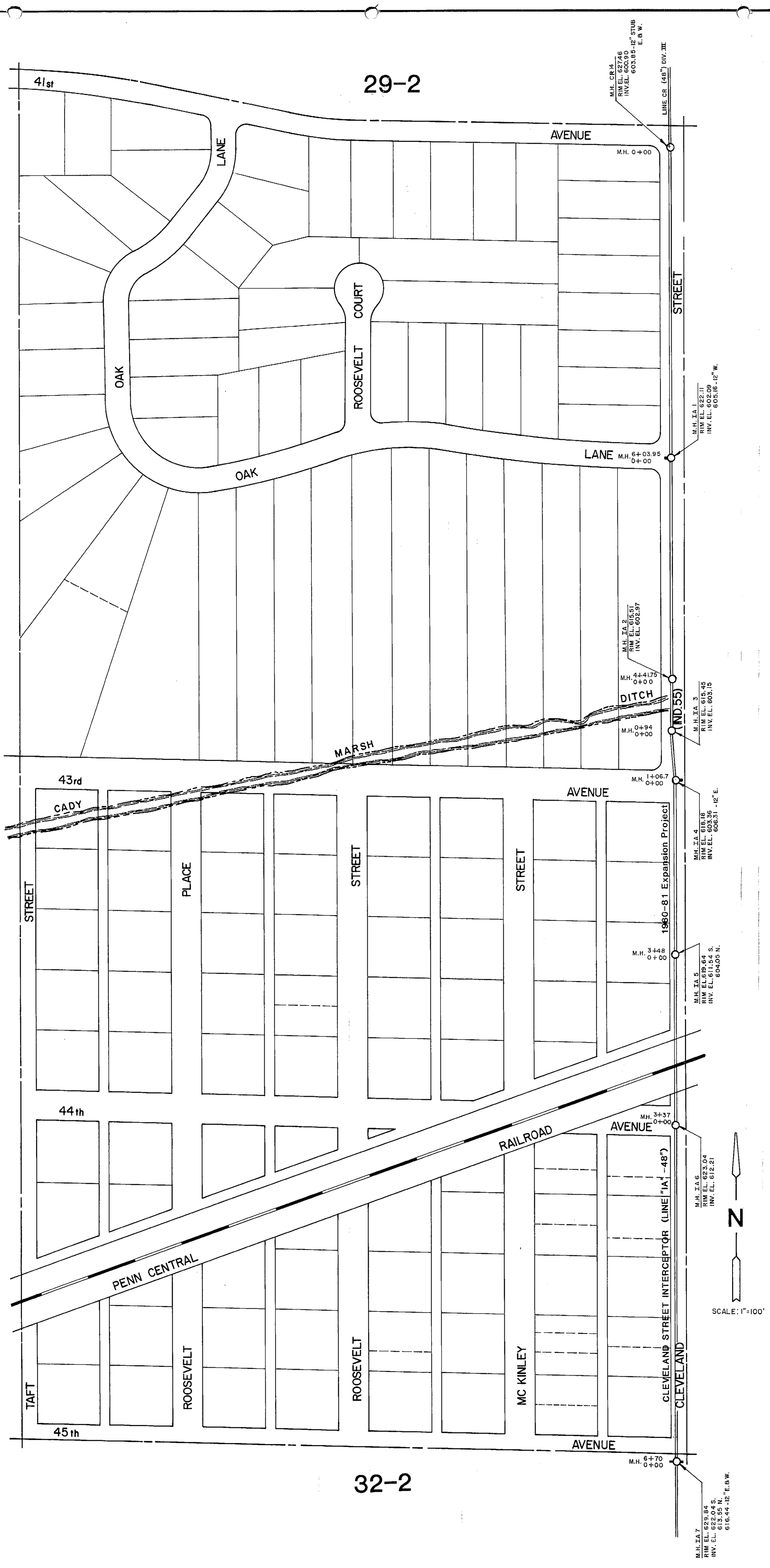
368-29-4



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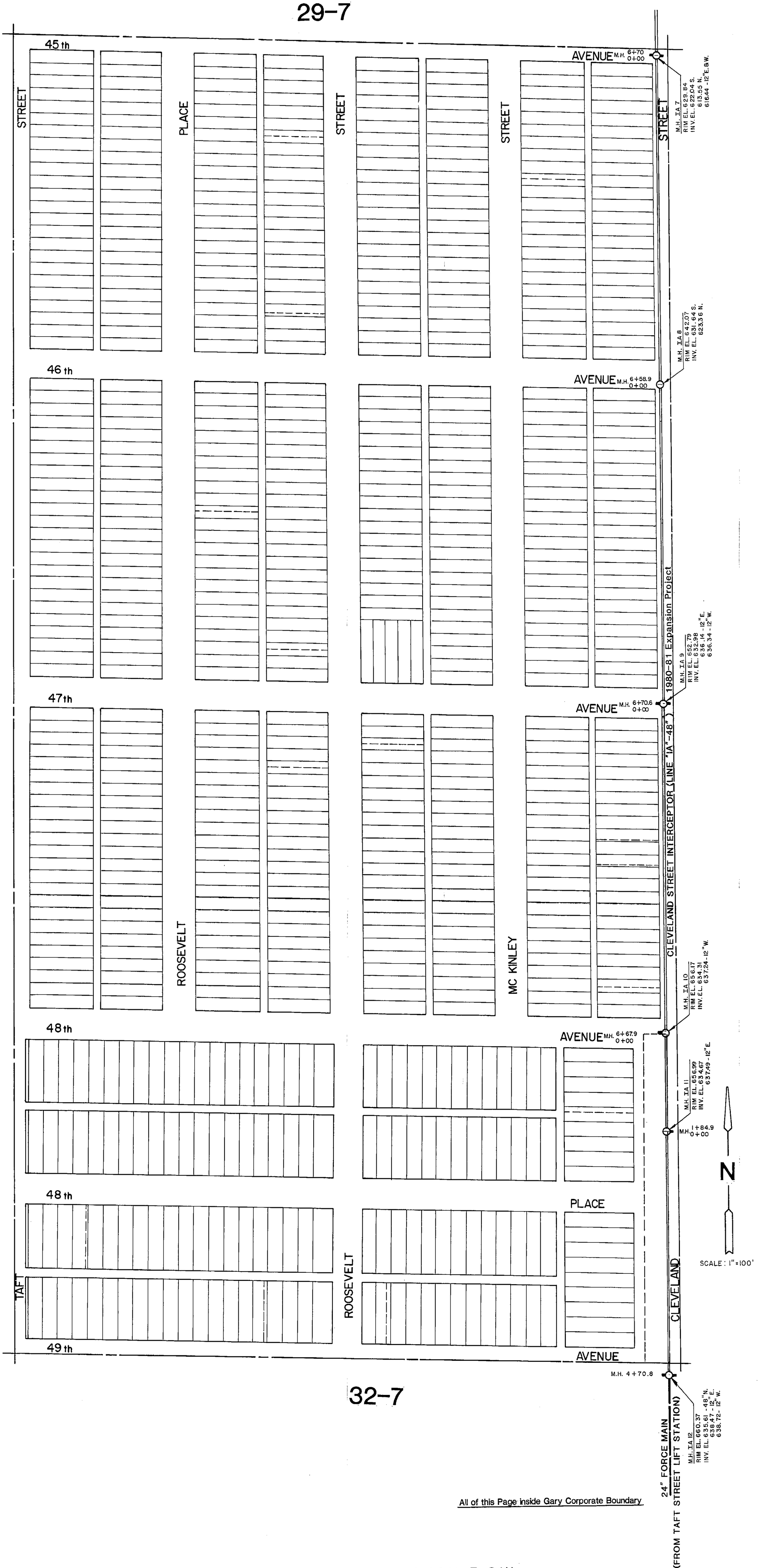
29-7



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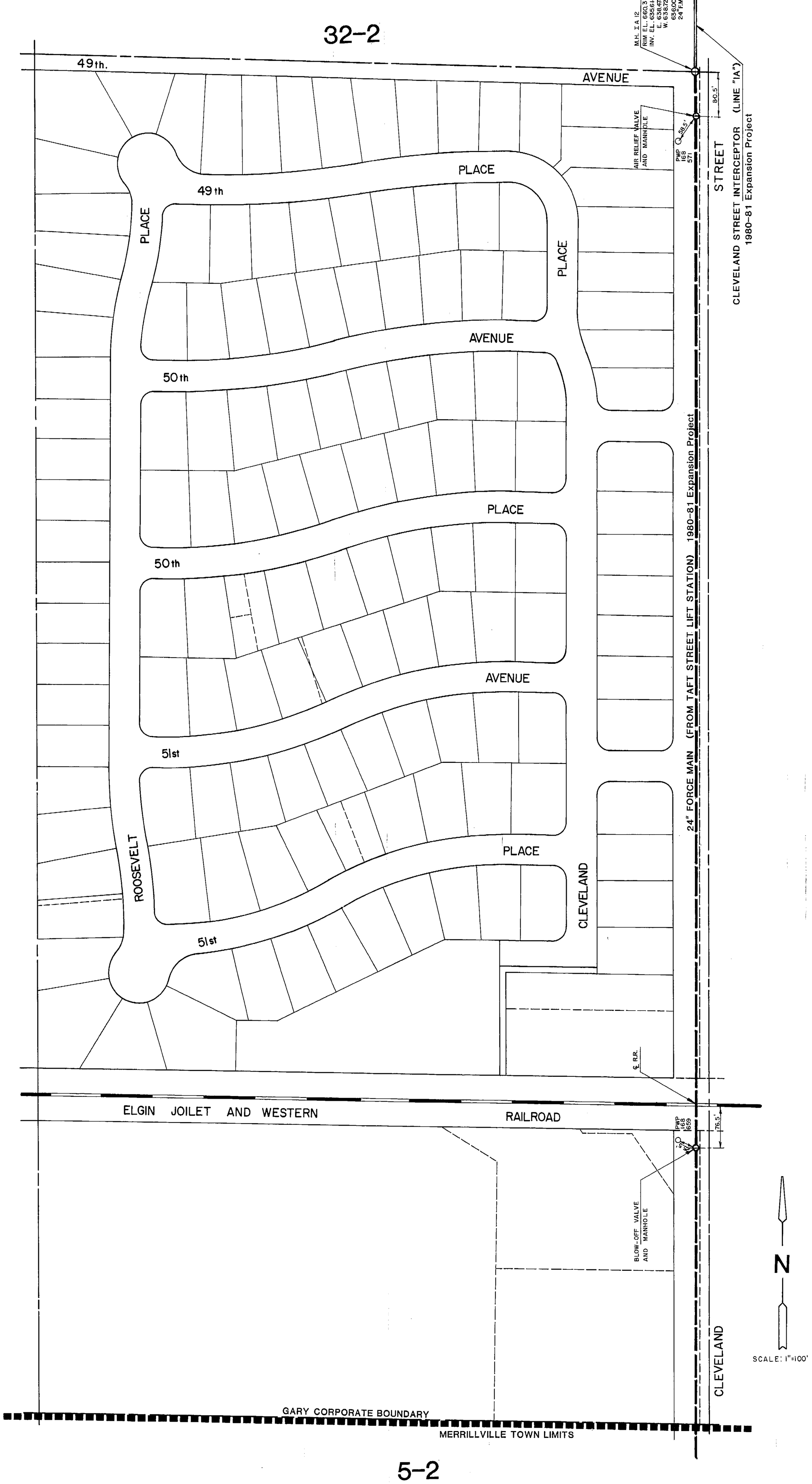

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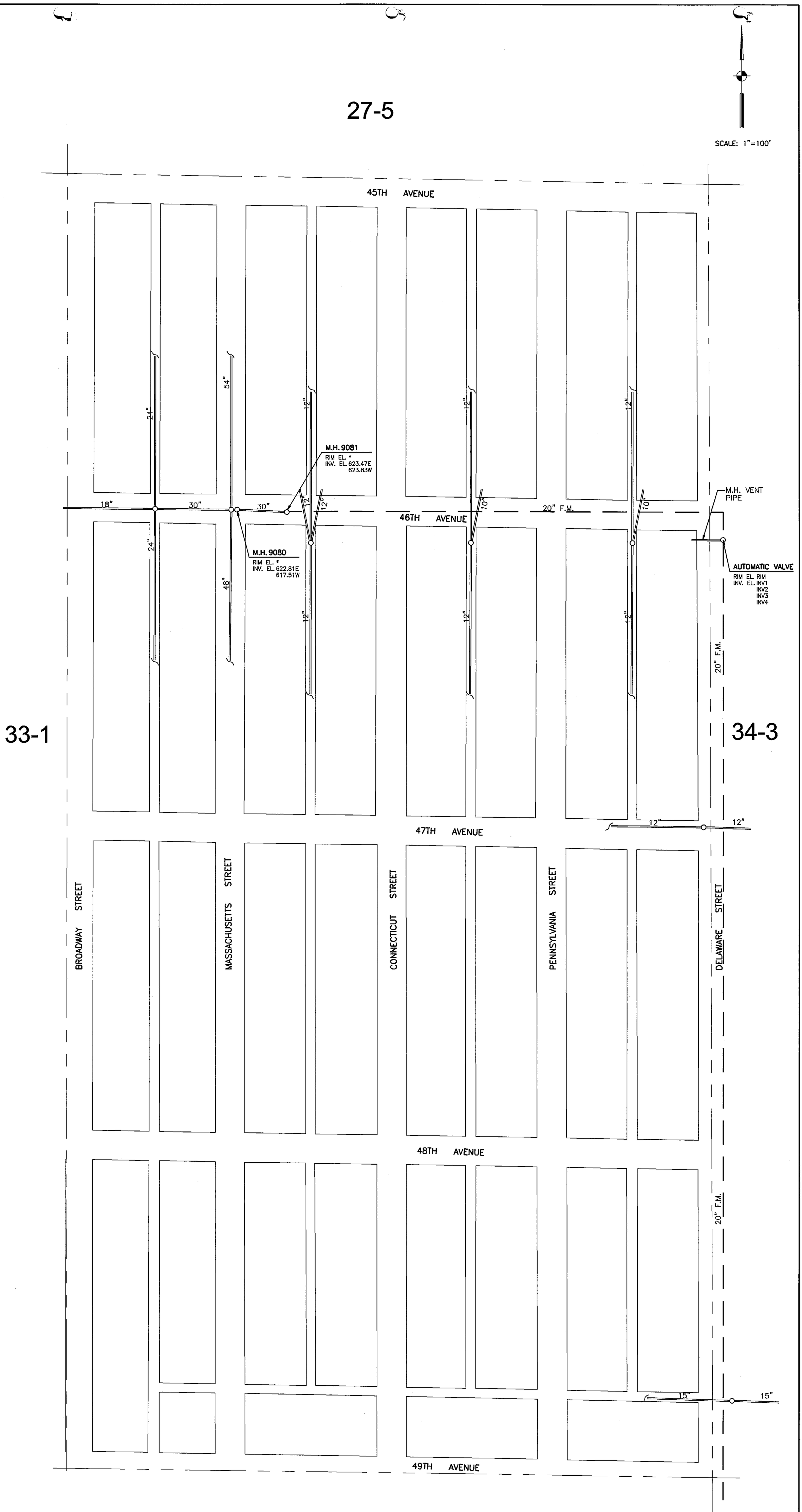

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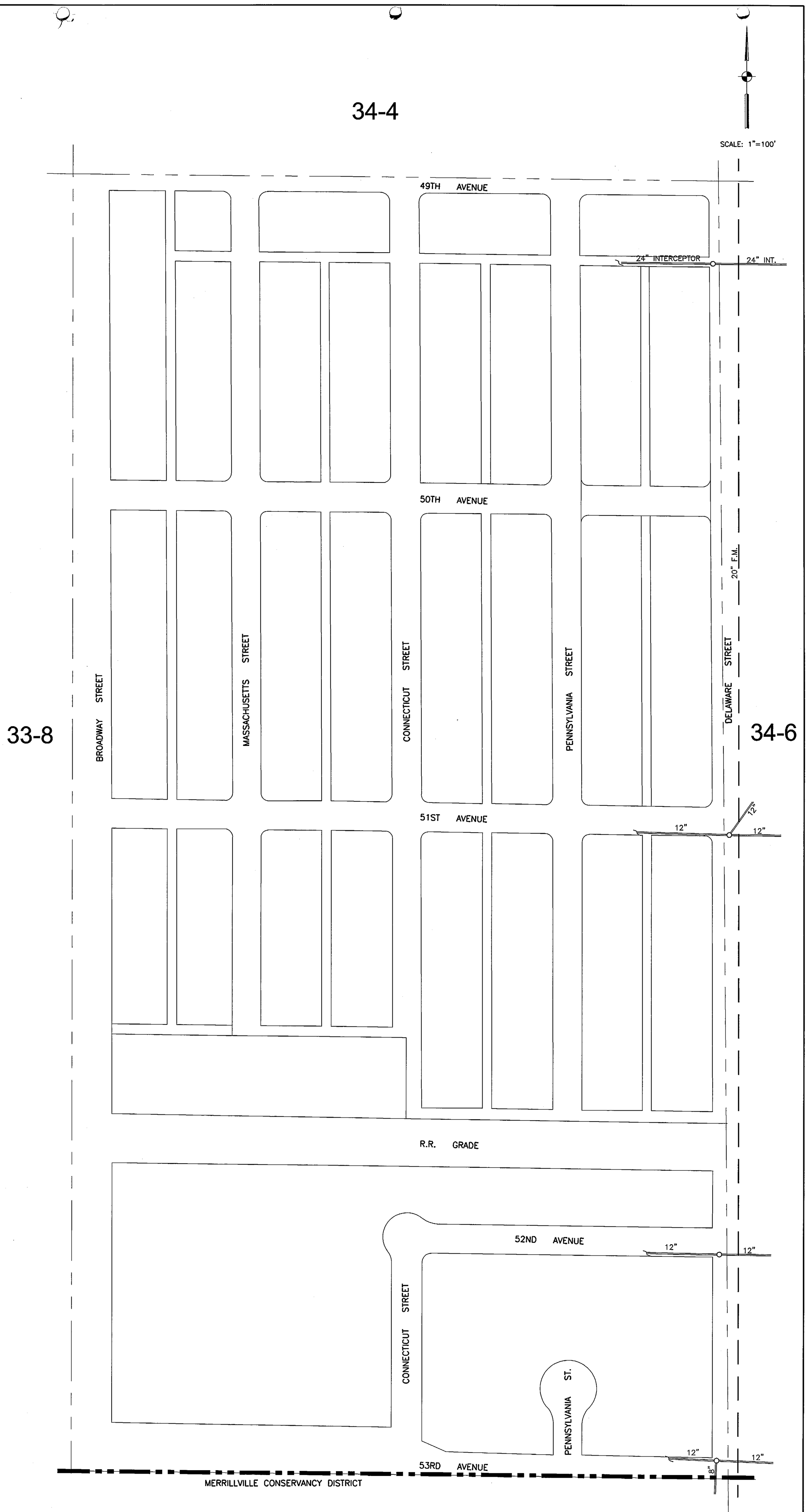

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3-4

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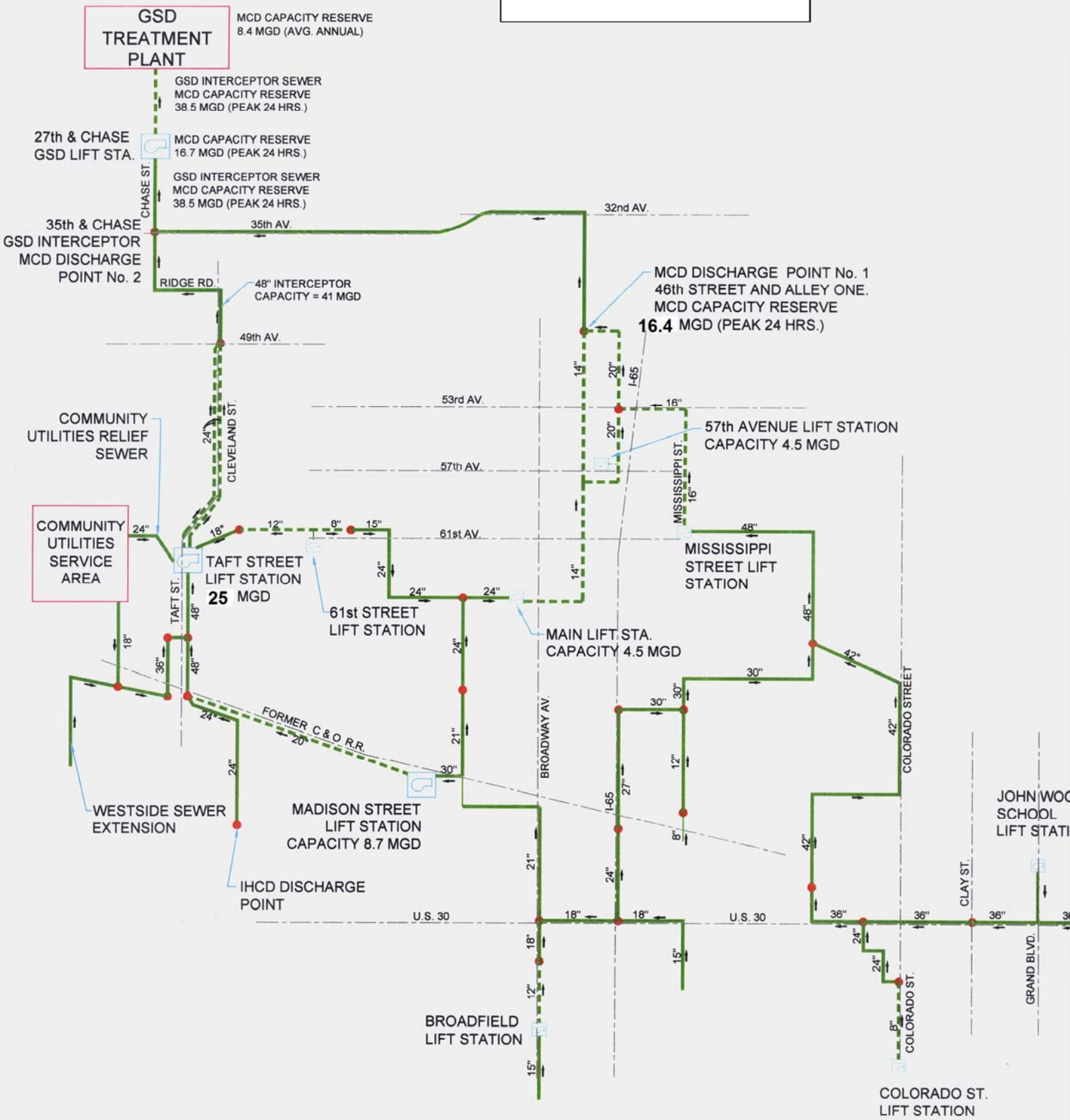
368-34-5

MCD EXHIBIT 6



NORTH

RADO ST.
TATION

LEGEND

- FORCE MAIN
- GRAVITY SEWER
- ROADS
- LIFT STATION

RW ARMSTRONG
Inspiration to reality.

6300 Broadway, Suite E-1, Merrillville, IN 46410 (219) 736 - 2258
Union Station - 300 S. Meridian St., Indianapolis, IN 46225 (317) 766 - 0461

MERRILLVILLE CONSERVANCY DISTRICT
LAKE COUNTY, INDIANA
FUTURE CAPITAL IMPROVEMENTS
PROJECT PLANNING REPORT

APPENDIX B
MAJOR MCD FACILITIES AND
CAPACITY ROUTING SCHEMATIC

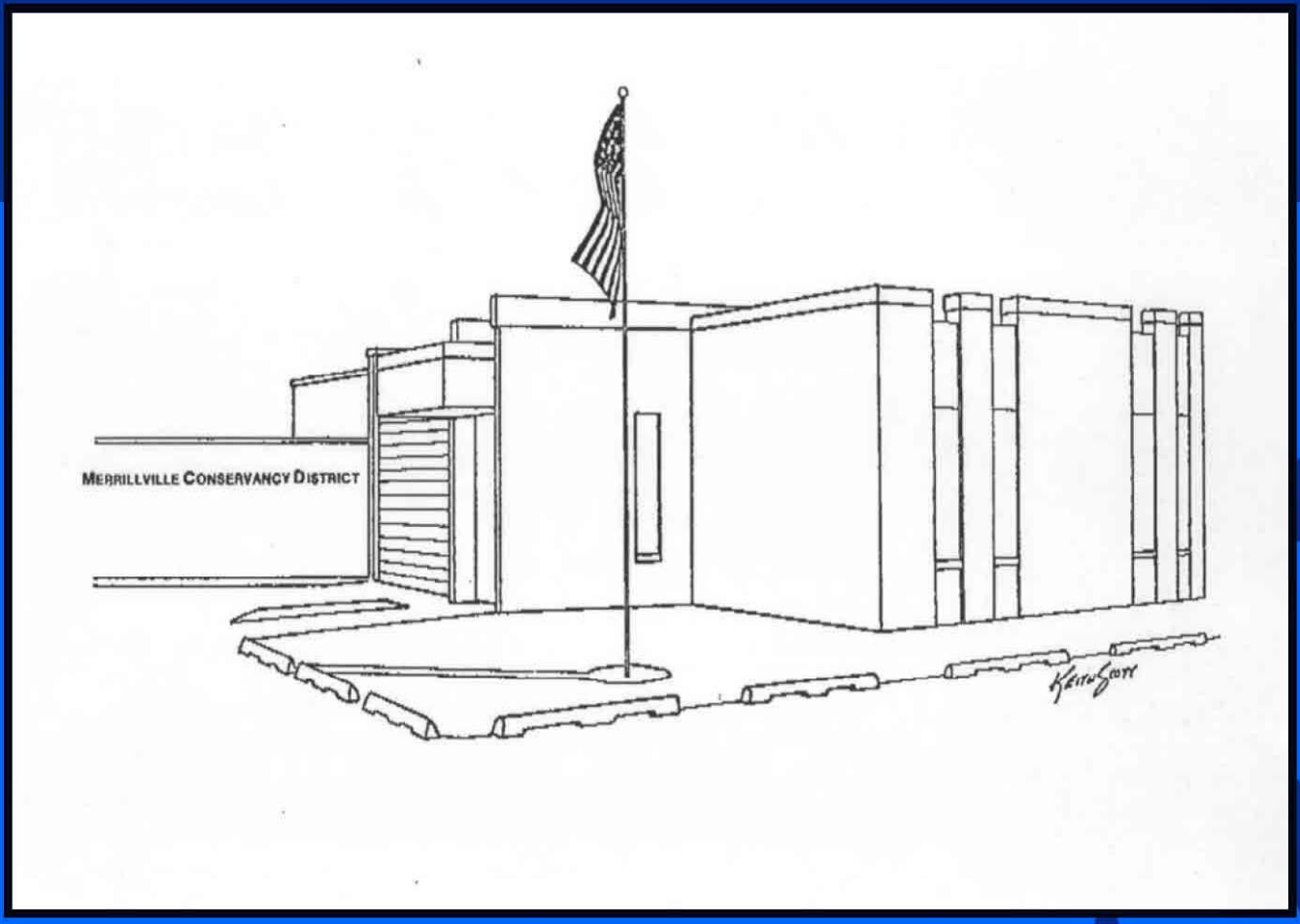
JOB NO.	20082080.90	DRAWN	NAS
DATE	6/08	SCALE	AS NOTED

EXHIBIT 1 OF 1

MCD EXHIBIT 8

Merrillville Conservancy District

STANDARDS & SPECIFICATIONS



Latest Revision: November 2012

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MERRILLVILLE CONSERVANCY DISTRICT

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100.5 Record Documents
100.6 District Engineering Consultant
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MERRILLVILLE CONSERVANCY DISTRICT

STANDARDS & SPECIFICATIONS

INTENT

It is the intent of these Standards & Specifications to provide the User/Applicant with the minimum requirements of Merrillville Conservancy District (*hereinafter*, MCD) so as to minimize the possibility of unacceptable gravity sanitary sewer, lift station, or force main installations and also to prevent unacceptable building sewers or service connections to the existing MCD sanitary sewer system.

It is the intent of these Standards & Specifications to ensure that gravity sanitary sewer installations and service connections be designed and implemented in such a manner as to protect the capacity of the existing MCD sanitary sewer system and to prevent any undue hardships upon existing and proposed new Users in the area through uncontrolled or unrestricted gravity sanitary sewer, lift station, force main, or building sewer design and installation.

Should any issues arise during design or construction of gravity sanitary sewers, lift stations, force mains, or building sewers within MCD's exclusive sanitary sewer service territory that are not addressed by these Standards & Specifications, or which need clarification, direction shall be provided by MCD prior to any determination being made by the User/Applicant.

The Applicant shall be responsible to maintain a copy of the Latest Revision of these Standards and Specifications.

Merrillville Conservancy District Contact:

Charles Stojakovich
MCD's District Coordinator
6251 Broadway
Merrillville, IN 46410

Telephone: 219-472-8000
Fax: 219-980-8035
Email: cstojakovich@mcdin.com

MCD will provided the User/Applicant or User/Applicant's agent with one (1) copy of these MCD Standards & Specifications at no cost. MCD will supply additional copies to User/Applicant or User/Applicant's agent(s) for $50.00 per set.

MERRILLVILLE CONSERVANCY DISTRICT

STANDARDS & SPECIFICATIONS

DEFINITIONS

A. Unless the context specifically indicates otherwise, the meaning of terms used in these Standards & Specifications shall be as follows:

1. "Approved Contractor" shall mean a contractor who has met the application, bonding and insurance requirements of the Merrillville Conservancy District and has been approved to perform work on public sewers or building sewers that are intended to be connected to or incorporated into the existing MCD gravity sanitary sewer system.

2. "Building drain" shall mean that part of the lower horizontal piping of a drainage system which receives the wastewater discharge from soil, waste and other wastewater drainage pipes inside the walls of the building and conveys it to the building sewer, beginning at the outside wall of the building.

3. "Building sewer" shall mean the extension from the building drain to the public sewer or other place of disposal, also referred to as the "house connection" or "service connection".

4. "Combined sewer" shall mean a sewer intended to receive both wastewater and storm or surface water.

5. "Commercial" shall mean any establishment involved in a commercial enterprise including those buildings used in sales, service, food preparation, etc.

6. "Construction drainage" shall mean water accumulated in excavations; water taken from the ground through a well-point, under drain or other dewatering system; water accumulated as a result of grading; and all other drainage associated with construction operations.

7. "Contractor" shall mean any person, firm or corporation engaged in the installation of a gravity sanitary sewer or sanitary sewer service connection within the limits of the Merrillville Conservancy District. In relevant instances, the term "Contractor" may be substituted with Developer, Builder, or Property Owner.

8. "Cooling water" shall mean the unpolluted water from any system for condensing, air conditioning, cooling refrigeration or other use, and shall be free from odor and oil, but may be polluted by heat only.

9. "Controlled manhole" shall mean a structure in which both sampling and flow measuring devices can be housed. The District has drawings of a typical controlled manhole available upon request.

10. “Directors” shall mean the Merrillville Conservancy District Board of Directors and their authorized deputy, agent or representative.

11. “District” shall mean the Merrillville Conservancy District and the Board of Directors thereof, Lake County, Indiana, and any reference thereto within the perimeter of the District’s boundaries or under its jurisdiction.

12. “Easement” shall mean an acquired legal right for the specific use of land owned by others.

13. “Floatable oil” shall mean oil, fat or grease in a physical state such that it will separate by gravity from wastewater by treatment in an approved pretreatment facility. Wastewater shall be considered free of floatable fat if it is properly pretreated and the wastewater does not interfere with the collection system.

14. “Industrial wastes” shall mean the wastewater from industrial processes, trade or business, distinct from domestic or sanitary wastes.

15. “Industrial” is exclusive of “commercial” or “residential”.

16. “Industrial User” is any user who is required to participate in an industrial wastewater pretreatment program defined by 327 IAC 5.

17. “Infiltration” shall mean the water entering a sewer system, including sewer service connections from the ground through such means as, but not limited to, defective pipes, pipe joints, connections, or manhole walls. Infiltration does not include and is distinguished from inflow.

18. “Infiltration/Inflow” shall mean the total quantity of water from both infiltration and inflow without distinguishing the source.

19. “Inflow” shall mean the water discharged into a sewer system, including service connections from such sources including, but not limited to, roof leaders, cellar, yard and area drains, foundation drains, cooling water discharges, drains from springs and swampy areas, sewers, catch basins, storm waters, surface run-off, street wash waters, or drainage. Inflow does not include and is distinguished from infiltration.

20. “Interceptor sewer” shall mean a sewer whose primary purpose is to transport wastewater from collector sewers to a treatment facility.

21. “Inspector” or “District Inspector “ shall mean the person or persons duly authorized by the Merrillville Conservancy District through its Board of Directors to inspect and approve the installations of public sewer systems, building sewers and their connections to the existing MCD gravity sanitary sewer system.

22. “Major contributing industry” shall mean an industrial user of the publicly owned treatment works that has (a) a flow greater that 25,000 gpd or more per average work day; or (b) has a flow greater than 5% of the flow carried by the municipal system receiving its wastes; (c) has in its waste a toxic pollutant in toxic amounts as defined in standards issued under section 307(a) of the Act; or (d) is found by the

permit issuance authority, in connection with the issuance of a NPDES permit to the publicly owned treatment works receiving the waste, to have significant impact, either singly or in combination with other contributing industries, on that treatment works or upon the quality of effluent from that treatment works.

23. “Manager” shall mean the District Manager of the Merrillville Conservancy District, the duly authorized agent of the Merrillville Conservancy District Board of Directors.

24. “May” is permissive (see “Shall” definition 39).

25. “Municipality” shall mean the Town of Merrillville or the City of Hobart which lies wholly or partially within the limits of the Merrillville Conservancy District.

26. “Natural outlet” shall mean any outlet, including storm sewers and combining sewer overflows, into a watercourse, pond, ditch, lake, or other body of surface water or groundwater.

27. “Non-industrial User” any user who is NOT required to participate in an industrial wastewater pretreatment program defined by 327 IAC 5.

28. “Normal domestic sewage” shall mean all household-type discharge from places of human habitation including sanitary conveniences, kitchen and laundry wastes.

29. “NPDES Permit” shall mean the National Pollution Discharge Elimination Permit that is issued by the U.S. Environmental Protection Agency setting the limits on constituents that the permitee may legally discharge. The limits are set in both concentration and quantity.

30. “Permitee” shall be any individual, individuals, governmental body, or corporation who seeks permission to use, discharge or otherwise utilize the sanitary sewer system of the Merrillville Conservancy District.

31. “Person” shall mean any individual, firm, company, industry, association, society or corporation, or group.

32. “Properly shredded garbage” shall mean the wastes from the preparation, cooking, and dispensing of foods that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than ½” in any dimension.

33. “Public buildings” shall mean buildings to be used by the public for religious, educational, charitable, or governmental purposes. Classification of said buildings shall be made solely by the Board of Directors.

34. “Public sewer” shall mean a common sewer controlled by a governmental agency or public utility; also referred to as “gravity sanitary sewer”; may include sanitary manholes, force main, and lift station(s).

35. “Residential” shall mean a domicile used for non-commercial purposes and shall include homes, duplexes, apartment buildings, condos, etc.

36. “Sewage collection system” shall mean all of the common lateral sewers within a publicly owned treatment system which are primarily installed to receive wastewaters directly from facilities which convey wastewater from individual structures or from private property, and which include service connection “Y” fittings designed for connection with those facilities. The facilities which convey wastewater from individual structures or from private property to the public lateral sewer, or its equivalent, are specifically excluded from the definition with the exception of pumping units and the pressurized lines for individual structures or groups of structures when such units are cost effective and are owned and maintained by the District.

37. “Sanitary sewer” shall mean a sewer intended to carry only sanitary and industrial wastewater from residences, commercial buildings, industrial plants, and institutions.

38. “Sewer” shall mean a pipe or conduit that carries wastewater or drainage water.

39. “Shall” is mandatory (see “May” definition 24).

40. “Storm sewer” shall mean a sewer intended to carry only storm water, surface run-off, street wash water and drainage water, groundwater, subsurface water, or unpolluted water from any source.

41. “Unpolluted water” shall mean water of quality equal to or better than the effluent criteria in effect or water that would not be benefited by discharge to the sanitary sewers and wastewater treatment facilities provided.

42. “User Class” or “Service Class” shall mean the division of wastewater treatment customers by source, function, waste characteristics, and process of discharge similarities (ie: residential, commercial, industrial in the User Charge System)

    CLASS 1A - Residential User - shall mean a user of the public sewer system whose premises or building is used primarily as a residence in accordance with “Residential” definition 35, with waste meeting standard residential quantity characteristics.

    CLASS 1B - Commercial User - shall mean any establishment involved in a commercial enterprise, business or service in accordance with “Commercial” definition 5, and based on a determination by the District, discharges waste exceeding standard quantity characteristics of “Residential”.

    CLASS 2 - Industrial User - shall mean any user, including any “Residential”, “Commercial” or manufacturing or processing facility that discharges industrial type waste to the public sewer system, and more specifically, in accordance with “Industrial User” definition 16, this shall mean any user who is required to participate in an industrial wastewater pretreatment program defined by 327 IAC 5.

43. “Wastewater” shall mean the spent water of a community, carrying human, animal, and household wastes in a public or private drain. From the standpoint of source, it may be a combination of the liquid and water-carried waste from residences, commercial buildings, industrial plants and institutions, together with any

groundwater, surface water, and storm water that may be present. Also referred to as “sewage”.

44. “Wastewater facilities” shall mean the structures, equipment and processes required to collect, carry away, and treat domestic and industrial waste and dispose of the effluent.

45. “Water course” shall mean a natural or artificial channel for the passage of water, either continuously or intermittently.

45. “MCD” shall be synonymous with Merrillville Conservancy District, “the District” or “Owner”.

Merrillville Conservancy District

STANDARDS & SPECIFICATIONS

PUBLIC SEWERS

100 GENERAL

MERRILLVILLE CONSERVANCY DISTRICT

PUBLIC SEWERS

100 GENERAL

100.1 - PROCEDURE

Proposed **public sewer construction, including gravity sanitary sewers, sanitary manholes, force mains, and lift stations with the intention to connect to or incorporate the constructed sewer into the existing Merrillville Conservancy District sanitary sewer system** shall be required to adhere to the following procedure for District review, approval, and acceptance during preliminary, design, construction, and completion phases of the proposed public sewer project in accordance with this Specification Section 100.1

A. **Preliminary Approval Phase**:

1. The Applicant shall coordinate a Preliminary Design Meeting with the Merrillville Conservancy District Board of Directors, or with appropriate Board Members and District Personnel along with the District Engineering Consultant. The Applicant shall contact the District Manager or Director to coordinate said meeting. The meeting shall be scheduled prior to the Applicant submitting or the District accepting proposed Plans and Specifications for review. The District may be contacted at 6250 Broadway, Merrillville, IN, or at (219) 980-5220.

2. The preliminary design meeting shall provide the opportunity to discuss details of the public sewer proposal, and the District requirements of the proposed design and construction of the public sewer.

3. The preliminary design meeting shall provide the opportunity to discuss District requirements including, but not limited to the following topics:

   - Proposed sewer layout
   - Project location
   - Infrastructure sizing
   - Overall planning area / incorporation to existing MCD public sewer system
   - Lift station / force main planning, sizing, design

4. The preliminary design meeting shall provide the opportunity to discuss details of the procedure for District review, approval, and acceptance during the design, construction, and completion phases of the proposed public sewer project in accordance with this Specification Section 100.1.

5. The preliminary design meeting shall provide the opportunity to discuss applicable and anticipated fees / costs associated with the District's review, approval, and acceptance of the design, construction, and completion of the proposed public sewer project in

accordance with Specification Section 100.3. The fees discussed shall include as applicable: Plan Review Fees, Special Benefits Assessments, Inspection Fees, Tap/Alteration Fees, and Approved Contractor Fees.

6. The preliminary design meeting shall provide the opportunity to discuss details of proposed transfer of ownership of the constructed sewer system and associated easements or property to the District for incorporation into the existing public sewer system. Proposed transfer of ownership discussion shall include details and requirements of proposed easement dedication and proposed transfer of ownership of proposed public sewer system and/or property to the District.

7. The preliminary design meeting shall provide the opportunity to, if applicable, draft a "Letter of Intent" or "Sewer Extension Agreement" for execution by the District and the Applicant which would document specific details and requirements discussed and mutually agreed upon by both parties at the Preliminary Meeting regarding the design review, construction, and completion / acceptance of the proposed public sewer project in accordance with these Standards and Specifications and any other mutually agreed upon District or Applicant stipulations.

B. **Design Review Phase**:

1. Following the preliminary meeting with the District regarding the proposed public sewer and prior to beginning construction, the Applicant shall submit plans and specifications meeting all requirements of 327 IAC 3-6, stamped, signed, and dated by a Registered Professional Engineer in the State of Indiana, to the Merrillville Conservancy District for review.

2. Together with the proposed plans and specifications, the Applicant shall submit a copy of the IDEM construction permit application, complete with all applicable design summary and engineering data for the proposed gravity sewers, force main and/or lift station.

3. At the time of submission of the proposed plans and specifications for District review, the Applicant shall submit payment of required Plan Review Fees in accordance with Specification Section 100.3.

4. The District may utilize the District Engineering Consultant to assist in the review of proposed plans, specifications, design summary, and engineering data.

5. The District shall complete review of the proposed plans and specifications and inform the Applicant of determination within 21 days of receipt. Determination will be either:

    a. "Approval Granted without Exceptions"
    b. "Approval Not Granted - Resubmit".

6. Upon District approval of proposed plans and specifications, the District will execute the Capacity Certification / Allocation Letter and return it to the Applicant in order to submit it with the IDEM construction permit application.

7. Upon District approval of proposed plans and specifications, along with the Capacity Certification / Allocation Letter, the District shall forward a letter that indicates design

approval and that makes the approval contingent upon the Applicant obtaining the IDEM permit, delivering payment of applicable fees, and obtaining other required applicable permits. The letter shall indicate the minimum time required for notification to the MCD inspector (72 hours) prior to beginning construction.

8. Upon District approval of proposed plans and specifications, and prior to beginning construction of the proposed sewer, the Applicant shall submit payment of the required Special Benefits Assessment (SBA) as applicable, in accordance with Specification Section 100.3.

9. The Applicant shall be required to indicate the intended methods or procedure for the dedication of any easements to the Merrillville Conservancy District for all proposed public sewer infrastructure that is intended to be incorporated and ownership transferred to the District. Applicable dedication and transfer of ownership will be required prior to the District's final acceptance of the constructed public sewer system in the completion phase.

10. Any other requirements of the Letter of Intent executed during the preliminary phase, if applicable, shall be met by Applicant prior to beginning construction of the proposed public sewer.

11. The Merrillville Conservancy District has the right and authority to deny application or deny approval for proposed public sewer construction that is intended to be incorporated into the existing MCD sanitary sewer system in order to protect their interest as manager, operator, and maintainer of the existing public sewer system, or to protect the interest of the public users of the existing or proposed public sewer system.

C. **Construction Phase**:

1. ***Prior to the Contractor beginning construction*** of a proposed public sewer system, including gravity sanitary sewers, sanitary manholes, force mains, or lift stations that are intended to be incorporated into the existing MCD sanitary sewer system, the Applicant shall meet or perform the following requirements:

   - The Applicant shall provide notification to the District Inspector a minimum 72 hours prior to Contractor beginning construction on the proposed public sewer system.

   - The Applicant shall submit three (3) sets of approved plans and specifications to the District. Any revisions to the District-approved plans and specifications shall be documented and provided to the District Inspector promptly during construction.

   - The Applicant shall submit three (3) copies of a proposed construction schedule to the District. The schedule shall document all major tasks including critical path items (in a bar/gantt chart format) required to complete the public sewer system construction.

   - The Applicant is required to submit three (3) copies of any shop drawings or submittals requested or required by the District for review and approval.

- Payment for Inspection Fee and Approved Contractor Fee shall be delivered to the District in accordance with Specification Section 100.3. The Applicant shall be required to verify that the Contractor is approved by the District.

- The Contractor's bond and insurance requirements shall be met and documents attesting to the requirements shall be submitted to or on file with the District in accordance with Specification Section 100.4.

- Copies of all permits required for construction shall be submitted to the District in accordance with Specification Section 100.7.

2. ***During Construction*** of a proposed public sewer system, including gravity sanitary sewers, sanitary manholes, force mains, or lift stations that are intended to be incorporated into the existing MCD sanitary sewer system, the Applicant shall meet or perform the following requirements:

   - The Contractor shall make available any and all work to inspection and testing, and shall not cover any work without inspection performed or consent by the District Inspector.

   - The Contractor shall coordinate with the District Inspector and perform required testing in accordance with Specification Section 205.

   - Record Documents shall be kept to date by the Contractor in accordance with Specification Section 100.5.

   - Final Inspection shall be performed by the District Inspector with any deficient or punch list items corrected prior to final acceptance by the District.

D. **Completion / Acceptance Phase**:

1. Following acceptable construction of a proposed public sewer system, including gravity sanitary sewers, sanitary manholes, force mains, or lift stations that are intended to be incorporated into the existing MCD sanitary sewer system, and prior to final acceptance of the constructed system, the Applicant shall complete and execute applicable dedication and transfer of ownership documents for the public sewer infrastructure and property, and submit to the District.

2. Prior to final acceptance of the constructed system by the District, the Applicant shall submit at a minimum two (2) hard copies and electronic versions of the final sets of Record Drawings to the District in accordance with Specification Section 100.5.

3. Prior to final acceptance of the constructed system by the District, the Applicant shall deliver payment of all outstanding fees to the District in accordance with Specification Section 100.3.

4. Any other requirements of the Letter of Intent executed during the preliminary phase, if applicable, shall be met by Applicant prior to final acceptance of the constructed system by the District.

5. No Building Sewer / Tap-In Applications will be approved for building sewer / service

connection construction until the above items are completed.

6. Prior to final acceptance of the constructed system by the District, the Applicant shall submit Waivers of Lien regarding any labor or materials involved in construction of the infrastructure to the Merrillville Conservancy District.

100.2 - CHECKLIST

A. See attached "MCD - Public Sewers - District Procedure Checklist" at the end of Specification Section 100.

100.3 - FEES *(Subject to Periodic Modification) - Also see Appendix B - Fee Summary Table

A. **Plan Review Fees** shall be required for all proposed *public* sewers, including gravity sanitary sewers, lift stations, and force mains that are intended to be incorporated into the existing MCD sanitary sewer system. The Merrillville Conservancy District requires reimbursement of costs incurred to review all proposed plans. The Plan Review Fees, which are subject to periodic revision to cover the cost of review, are currently set as follows:

8" or Larger Gravity Sanitary Sewer Construction	
First 1,000 feet	$150.00
Each additional 1,000 feet	$100.00
Lift Station Construction	$600.00
Force Main Construction	
First 1,000 feet	$150.00
Each additional 1,000 feet	$100.00

Payment of Plan Review Fees shall be made by Applicant at the time of submission of plans and specifications to the District for review during the Design Phase in accordance with Specification Section 100.1.

B. **Special Benefits Assessment**

MCD has eliminated Special Benefits Assessments pursuant to MCD Resolution Number 2012-02. See, APPENDIX A, infra.

C. **Inspection Fees** shall be required for proposed *public* sewers, including gravity sanitary sewers, lift stations, and force mains that are intended to be incorporated into the existing

MCD sanitary sewer system. The Merrillville Conservancy District requires reimbursement of costs incurred to inspect all public sewer construction. The Inspection Fees, which are subject to periodic revision to cover the cost of inspection, are currently set as follows:

8" or Larger Gravity Sanitary Sewer Construction

See, APPENDIX A, infra.

Lift Station Construction $600.00

Force Main Construction

See, APPENDIX a, infra.

Payment of Inspection Fees shall be made by Applicant prior to beginning construction during the Construction Phase in accordance with Specification Section 100.1.

D. **Tap Fees** shall be required for all *building* sewers or service connections on all proposed *public* sewers that are intended to be incorporated into the existing MCD sanitary sewer system. Additions, remodeling, or change of use may involve an additional fee considered an Alteration Fee. The Tap Fees shall be based on square footage and type of use in accordance with the latest revision of the Merrillville Conservancy District **Tap Fee Schedule**, subject to periodic revision by the District. A copy of the current Tap Fee Schedule is attached to this Standards and Specifications Document, Appendix A.

Refer to Specification Section 300.5 to determine applicability of Tap Fees for demolished building / structures.

Payment of Tap Fees shall be made by Applicant prior to the start of *building* sewer construction, and prior to the District approving a **Building Sewer (Tap-In) Application** in accordance with the procedures outlined in Specification Section 300.3.

100.4 - APPROVED CONTRACTOR REQUIREMENTS

A. An **Approved Contractor Fee** shall be required for all new Contractors filing with the District to be placed on the District's Approved Contractor list. This charge should be paid to the District prior to beginning work on any project that will be incorporated into the District. An initial fee of $50.00 shall be required, and a yearly renewal fee of $25.00 shall be required to be forwarded to the District along with a yearly renewal of the Contractor's Certificate of Insurance and Bond Certificates in accordance with this Specification Section 100.4.

B. All Contractors installing proposed public sewers within the Merrillville Conservancy District or with the intent to connect to the Merrillville Conservancy District public sewer system shall file with the Board of Directors of the District a suitable Bond protecting the Property Owner and the Merrillville Conservancy District against loss due to inferior workmanship, use of improper materials or improper connections to the public sewer. Said Bond shall also hold the Board of Directors of the District harmless from all legal action resulting from the work of the Contractor within the District limits. Said Bond shall be revoked upon cause by the Board of Directors of the District. Amount of the Bond shall be the greater of $25,000.00, or 25% of the proposed

public sewer infrastructure construction cost.

C. It is the purpose of the Bond to ensure the Property Owner that all proposed public sewer systems and/or proposed service connections within the District are made on a compatible and comparable basis so as not to endanger the capacity of the system by the introduction of unwanted or unwarranted storm and ground water infiltration and/or inflow.

D. The Board of Directors shall require the Contractor of the proposed public sewer to properly execute a 96A Form (as prescribed by the Indiana State Board of Accounts) and present a Certificate of Insurance prior to beginning work meeting the following limits:

General Liability: The Contractor shall carry Commercial General Liability Insurance. The policy shall be written on an occurrence basis and shall include broad form property damage coverage. The required limits for this coverage are to meet the minimum amounts shown below. The Merrillville Conservancy District shall be written into the General Liability policy as an additional insured.

Workmen's Compensation Insurance: The Contractor shall carry Workmen's Compensation Insurance to insure his statutory liability to his employees in the state of Indiana, in which the work under this Contract is to be performed.

(1) General Liability

General Aggregate	$ 2,000,000
Each Occurrence	$ 1,000,000

(2) Workmen's Compensation Statutory

E. The Board of Directors of the District also retains the right to request any such other items deemed necessary by the Board for the protection of its sewers and appurtenances and its freeholders. Non-compliance with the District Standards & Specifications, poor workmanship, improper insurance or lapsed insurance, etc., will allow suspension of the authorization to work in the District. Criteria for sub-contractors shall be the same as for prime contractors. Contactors shall be liable to verify all employees. Approved District Contractors are not allowed to transfer their right to do work for the District to any Contractor not approved by the District. The Contractor must be able to prove that all employees working on the public sewer construction project are on the Contractor's payroll.

100.5 - RECORD DOCUMENTS

A. During construction of a public sewer that has been approved for construction by the Merrillville Conservancy District, including a gravity sanitary sewer, lift station or force main within the Merrillville Conservancy District limits that is intended to be incorporated into the existing MCD public sewer system, the Contractor shall **daily** maintain one copy of Record Drawings at the job site in a clean, dry, legible, updated and current condition.

B. The Contractor shall make the Record Drawings available at all work times for periodic inspection by the District Inspector.

C. The Contractor shall not permanently conceal any work until the required information is

recorded and the District Inspector has inspected the work.

D. The Contractor shall legibly mark the Record Drawings to record actual construction on a copy of the approved construction drawings. The Record Drawings shall be labeled “Record Drawing” and initialed by the Contractor, and shall indicate:

1. The actual depths, sizes, materials, and locations of all components of the constructed public sewer.

2. The actual horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.

3. The actual location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.

4. All construction changes resulting from modifications of the design or plan.

5. Physical details not included on the original drawings pertinent to the continued operation and maintenance of the constructed public sewer.

E. The Contractor shall complete and maintain updated records of all service connection locations including the distance as measured along the public sewer line to the nearest downstream manhole, the length of the building sewer pipe installed, the distance from the connection point to the centerline of the street, and the depth at the end of the building sewer at the connection to the public sewer.

F. Upon completion of the work and prior to final acceptance, the Contractor shall deliver (2) two hard copies, and (2) two copies on electronic data (CD) of the Record Drawings to the Merrillville Conservancy District.

G. The Contractor shall accompany the submittal with a transmittal letter in duplicate, containing:

1. The date of submission.
2. The Contractor's name and address.
3. Project title and general scope description.
4. A certification that each document submitted is complete and accurate.
5. The signature of the Contractor or its authorized representative.

100.6 - DISTRICT ENGINEERING CONSULTANT

A. The District may utilize an engineering consultant to assist in performing design analysis, plan reviews and construction inspection functions. The consultant shall be referred to as the “District Engineering Consultant” in the Standards and Specifications herein.

B. The District Engineering Consultant shall provide impartial and unbiased analysis, review and recommendations to the District Board of Directors and the District Inspector and personnel regarding proposed public sewer designs, technical aspects of proposed construction drawings, proposed gravity sanitary sewer or force main systems, pre-cast structures and lift station designs, building sewers, and regarding testing procedures and standards.

100.7 - PERMITS

A. The Applicant or Contractor is responsible for the preparation of applications for all applicable and required state, federal, and local permits and to comply with all applicable state, federal, and local permit governing authority requirements related to the construction of a public sewer system including gravity sanitary sewers, lift stations or force mains within the Merrillville Conservancy District limits with the intention to incorporate the work into the existing MCD sanitary sewer system. Applicable permits required for proposed public sewer construction may include but are not limited to the following:

1. IDEM Construction - (sanitary sewer, lift station, force main)
2. IDEM "Rule 5" - (NPDES)
3. INDOT - (state highway r-o-w construction)
4. Applicable City, Town, or County Building Permit
5. Local Highway or Street Authority (construction within streets or r-o-w)
6. Railroad Authority - (crossing railroad r-o-w)
7. Army Corp of Engineers - (construction in a wetland/stream)
8. County Drainage Board - (regulated drain crossing)
9. IDNR - (construction in a floodway/stream)

B. At a minimum, the proposed public sewer system including the gravity sanitary sewer, lift station, and force main design and construction shall always be prepared and performed in accordance with applicable sections of 327 IAC 3-6, and as recommended in the "10 State Standards", as referenced by the Indiana Department of Environmental Management (IDEM).

C. All applicable permits, including but not limited to those above, shall be obtained by the Applicant prior to the Contractor beginning construction, and the Contractor shall provide proper notification, make necessary arrangements for proposed construction, and delay beginning construction until all arrangements are completed and permission is granted by the governing authority.

D. The District will assist the Applicant or Contractor in completing the requirements of the IDEM Construction permit application by executing the required Capacity Certification / Allocation Letter following the Applicant fulfilling required procedures referenced in Section 100.1.

MERRILLVILLE CONSERVANCY DISTRICT

PUBLIC SEWERS

Applicant _____
Project / Phase _____
Project No. _____

PROCEDURE CHECKLIST

Item No.	District Requirements / Procedures	Date Completed
A.	**PRELIMINARY APPROVAL PHASE**	
1	Applicant to coordinate preliminary design meeting with MCD to discuss public sewer proposal, District requirements, procedure, and fees.	
2	Applicant to execute a "Letter of Intent" or "Sewer Extension Agreement", as applicable, appropriate, or required by the District. This Agreement may be required to be executed following completion of Item B. Design Review Phase.	
B.	**DESIGN REVIEW PHASE**	
1	Applicant to submit (2) sets of proposed public sewer plans and specifications, meeting requirements of 327 IAC 3-6 and MCD Standards and Specifications, to the District for review. Plans shall be stamped by a Registered P.E. in the State of Indiana. Allow 21 days for District review.	
2	Applicant to submit a copy of the proposed IDEM sewer construction permit application to the District along with the plans and specs for review. Upon District approval of plans and specs, the District will execute the Capacity Certification / Allocation Letter and return it to the applicant for submission with the permit application.	
3	Applicant to submit payment of required fees to the District including Plan Review Fees and the Special Benefits Assessment, as applicable, along with the plans and specs for review.	
4	The District to forward a letter to Applicant indicating approval of proposed plans and specs, and contingencies. Letter indicates required (72 hr) notification to the District Inspector prior to beginning construction.	
C.	**CONSTRUCTION PHASE**	
1	Applicant to provide (2) copies of proposed construction schedule to the District, prior to beginning construction.	
2	Applicant to submit any revised plans to the District, prior to beginning construction.	
3	Applicant to submit (3) copies of shop drawings/submittals required or requested by the District, prior to beginning construction.	
4	Applicant to submit or ensure payment is made for Inspection Fee and Approved Contractor Fee, prior to beginning construction. Applicant to ensure Contractor is an approved Contractor of the District.	
5	Applicant to verify Contractors bonds/insurance requirements are met and documents indicating so are submitted to or are on file at the District, prior to beginning construction.	
6	Applicant to submit copies of all required permits for construction to the District, prior to beginning construction.	
7	Contractor to install proposed public sewer in accordance with approved plans and specs, and according to MCD Standards and Specifications, during construction.	
8	Contractor to coordinate inspection and successful testing with the District Inspector, during construction.	
9	Contractor to maintain daily record drawings (as-builts) onsite and make available for District review, during construction.	
D.	**COMPLETION / ACCEPTANCE PHASE**	
1	Applicant to complete and execute applicable dedication and transfer of ownership documents for the public sewer infrastructure and property.	
2	Applicant to submit, at a minimum, (2) hard copies, and electronic version if required by the District, of the final sets of record drawings to the District.	
3	Applicant to submit payment of all outstanding fees to the District.	
4	Applicant to meet any additional requirements indicated in the "Letter of Intent" or "Sewer Extension Agreement", as applicable.	
5	District will consider the approval of Building Sewer (Tap-In) Applications and allow building sewer / service connections to be constructed in accordance with the MCD Standards & Specifications.	

Merrillville Conservancy District

STANDARDS & SPECIFICATIONS

PUBLIC SEWERS

200 TECHNICAL SPECIFICATIONS

MERRILLVILLE CONSERVANCY DISTRICT

PUBLIC SEWERS

201 GRAVITY SANITARY SEWERS

201.0 - GENERAL

A. Pipe and fittings installed for gravity sanitary sewers that are to be approved by the District shall be one of the following material types: ductile iron (DI), poly vinyl chloride (PVC), or glass-fiber reinforced thermosetting resin pipe (GFRTR). Pipes, fittings, and joints shall meet the following specifications of this Section 201 and shall be supplied in the classes or strengths specified unless greater strengths are recommended by the pipe manufacturer for conditions to be encountered on the project.

B. All pipe and fittings shall have the approval of the Indiana Department of Environmental Management for use as sanitary sewer within the State of Indiana. The Contractor shall supply written certification from the pipe manufacturer that the pipe supplied conforms to the applicable standards and classes. Different types and classes of pipe shall not be installed between the same manholes. All gravity sewer pipe, fittings, and joints must be able to pass the leakage tests specified in Specification Section 205. All flexible pipe must be able to meet the deflection test when subjected to the live loads and trench loads that will be encountered subsequent to backfilling the trench.

C. Only smooth exterior pipe shall be used at manhole connections.

D. Joints shall be of a design that will permit flexibility and ensure watertight construction of the sewer line which will meet the specified test for leakage. All joints shall be made in accordance with the instructions of the manufacturer of the joint material and/or the pipe, and shall meet all applicable requirements of the latest version of the applicable ASTM standard as defined in this section. In all jointing operations the trench must be dewatered when joints are made. Bell and spigot ends of the pipe shall first be wiped clean before actual jointing operations are started. No solvent cement joints are acceptable.

E. The pipe shall be furnished in the longest manufactured lengths unless otherwise shown or specified. Shorter or cut lengths shall be used only where necessary to make closure. Branches, bends or other fittings where indicated or required shall be made to standard dimensions unless otherwise shown. All pipes shall be straight, true in form, of full diameter throughout, and shall have deep and wide bell joints. The interior of all pipe and accessories shall be kept free from dirt and foreign matter at all times.

201.1 - DUCTILE IRON PIPE - (DI)

A. Ductile iron pipe for gravity sanitary sewer shall conform to the latest revisions of ASTM A746, ANSI/AWWA C150/A21.50, and ANSI/AWWA C151/A21.51. Ductile iron pipe shall be a minimum Pressure Class 350 (psi) or meet the manufacturer's recommendations regarding the pipe size, laying condition, and proposed depth of cover, whichever is greater.

B. Ductile iron fittings shall conform to the latest revision of ANSI/AWWA C110/A21.10.

C. Ductile iron pipe and fitting joints shall be rubber gasket push-on joints conforming to the latest revision of ANSI/AWWA C111/A21.11. Mechanical joints conforming to the latest revision of ANSI/AWWA C111/A21.11 shall be used when joint restraint is necessary or required.

D. Ductile iron pipe and fittings shall be lined with one of the following linings:

1. An amine cured novalac epoxy such as PROTECTO 401 Ceramic Epoxy interior lining for ductile iron pipe and fittings or an approved equal. Any pipe cut ends and/or damaged lining shall be repaired in accordance with the pipe manufacturer's recommended procedures for sealing cut ends and repairing field damaged areas.

2. A composite lining system consisting of a primer layer of fusion bonded epoxy and an interior surface layer of specially modified DuPont Fusabond polyethylene such as American POLYBOND-PLUS by American Ductile Iron Pipe, Birmingham, Alabama, or an approved equal. Any pipe cut ends and/or damaged lining shall be repaired in accordance with the pipe manufacturer's recommended procedures for sealing cut ends and repairing field damaged areas.

E. Ductile iron pipe and fittings shall be installed with polyethylene encasement conforming to the latest revision of ANSI/AWWA C105/A21.5 as necessary or required by the District. Ductile iron pipe shall have a standard asphaltic coating on the exterior.

F. All installed ductile iron pipes shall, at a minimum, have the nominal pipe size, pressure class, and manufacturer's mark stamped on the outside of each joint, and shall have been manufactured within the last 365 days.

201.2 - POLY VINYL CHLORIDE PIPE - (PVC)

A. PVC pipe and fittings for gravity sanitary sewer shall conform to one of the materials listed in ***Table 201.2-1*** located at the end of this Specification Section 201.

B. PVC pipe and fittings for gravity sanitary sewer shall have smooth interior and shall have continuous ring elastomeric gasket joints conforming to the latest revision of ASTM F477 and ASTM D3212. All PVC pipe shall be tested for deflection in accordance with the Standards and Specifications Section 205 and conform to the latest revision of ASTM Specification D2412. Cell classification shall be as defined in the latest revision of ASTM D1784. Only manufactured fittings shall be used.

C. All installed PVC pipes shall have the ASTM designation, SDR no., pressure rating, nominal size, and manufacturer's mark stamped on the outside of each joint, and shall have been manufactured within the last 365 days.

201.3 - GLASS-FIBER REINFORCED THERMOSETTING RESIN PIPE - (GFRTR)

A. GFRTR pipe and materials shall conform to the latest revisions of ASTM D 3262 and ASTM D3567. The pipe shall have a minimum stiffness of 46 psi at 5% deflection. GFRTR pipe shall be Hobas pipe as manufactured by Hobas Pipe USA, Flowtite pipe as manufactured by Amitech, USA LTD., or equal.

B. All joints shall be made by field connecting pipes with fiberglass sleeve couplings utilizing continuous ring elastomeric sealing gaskets made of EPDM rubber compound as the sole means of maintaining joint water tightness. The joints shall conform to the latest revision of ASTM D4161. Installation of the pipe shall be performed in accordance with the latest revision of ASTM D3839.

C. All GFRTR pipe shall be tested for deflection in accordance with Section 205 of these Standards and Specifications and in accordance with the latest revision of ASTM D2412.

D. Lateral connections to GFRTR pipe shall be made by a compression-fit connection specifically designed for GFRTR pipe and shall be Inserta-Tee, as manufactured by Inserta Fittings Co., Hillsboro, Oregon, or approved equal, or B & H Lateral Stacks can also be used in accordance with ***Standard Detail # 500.4A***.

E. All installed GFRTR pipes shall have the ASTM designation, pressure rating, nominal size, and manufacturer's mark stamped on the outside of each joint, and shall have been manufactured within the last 365 days.

201.4 - SANITARY SEWER PIPE IN CASING

A. This section describes the requirements for installation of pipelines across railroads, state or federal highways, or other areas where it is deemed necessary not to use open cut methods of construction. The Contractor shall be responsible for the completion of the jacking or boring of the pipelines in accordance with these standards and specifications, and in accordance with ***Standard Detail # 500.14***.

B. The casing pipe sleeve shall be electric fusion-welded steel plate pipe, conforming to the latest revision of ASTM A139, Grade B. Pipe shall have a smooth wall with minimum yield strength of 35,000 psi. The interior and exterior surfaces shall be factory coated with a bituminous coating conforming to the latest revision of AWWA C203.

C. The diameter and length of casing pipe shall be as dictated by the requirements of the railroad or highway involved. The minimum wall thickness for steel pipe shall be as follows:

NOMINAL DIAMETER	MINIMUM NOMINAL WALL THICKNESS UNPROTECTED*
12" and Under	0.188"
14"	0.250"
16"	0.281"
18"	0.312"

20" and 22"	0.344"
24"	0.375"
26"	0.406"
28"	0.438"
30"	0.469"
32"	0.500"
34" and 36"	0.531"
38"	0.562"
40"	0.594"
42"	0.625"
44" and 46"	0.656"
48” to 72”	refer to AWWA Standard

*When a casing is installed with a protective coating or is cathodically protected, the nominal wall thickness may be reduced by 0.063” for casing diameter over 12”.

D. The casing pipe and joints shall be of leak-proof construction. Casing shall be installed so as to prevent the formation of a waterway under the highway or railway.

E. Unless otherwise directed by the District, the casing shall be of sufficient internal diameter to provide for a minimum clearance between the outside of the carrier pipe of not less than three inches at any point.

F. The carrier pipe shall be of the size, material and length as specified in the applicable gravity sanitary sewer specification section previously described. The carrier pipe shall be installed within the casing pipe and shall meet all requirements for line, grade, and water tightness as specified in the applicable gravity sanitary sewer specification section previously described.

G. The carrier pipe is to be supported within the casing by fabricated casing spacers. At least two fabricated casing spacers or two block sections are required between carrier pipe joints, and it is preferred that the spacers be located near the joints and shall balance the weight of the carrier pipe appropriately.

201.5 - SANITARY SEWER PIPE NEAR POTABLE WATER FACILITIES

A. When the Contractor is incapable to provide adequate separation between installed gravity sanitary sewer pipe and existing potable water facilities, in accordance with the 327 IAC article 3, and as recommended in the “Recommended Standards for Wastewater Facilities” (10 State Standards), the gravity sanitary sewer pipe shall be designed and installed with one of the following materials:

1. Ductile Iron in accordance with Specification Section 202.1.

2. PVC in accordance with Specification Section 202.2

    - AWWA C900, SDR 14, (Class 200) or ASTM D2241, SDR 21, (Class 200)

3. HDPE in accordance with Specification Section 202.3

TABLE 201.2 - 1

GASKETED JOINT PVC PIPE SPECIFICATION REQUIREMENTS
(All meeting ASTM D-3212 and F-477)

Pipe Size	ASTM Specification (latest revision)	Type	Cell Classification	ASTM D-2412 Minimum Uniform Pipe Stiffness* psi	Maximum Depth of Installation feet	Other
6” to 15”	D-3034	PSM SDR-35	12454B, C or 12364C	46	Per Pipe Manufacturer	-
18” to 27”	F-679	PSM (T-1 wall thickness) SDR-35	12454C or 12364C	46	Per Pipe Manufacturer	-
6” to 15”	D-3034	PSM SDR-26	12454B, C or 12364C	115	Per Pipe Manufacturer	-
18” to 21”	F-679	PSM SDR-26	12454C or 12364C	115	Per Pipe Manufacturer	-

* When tested at 5% deflection.

MERRILLVILLE CONSERVANCY DISTRICT

PUBLIC SEWERS

202 SANITARY SEWER FORCE MAINS

202.1 - DUCTILE IRON PIPE

A. Ductile iron pipe for sanitary sewer force mains shall conform to the latest revisions of ANSI/AWWA C150/A21.50, and ANSI/AWWA C151/A21.51. Ductile iron pipe shall be a minimum Pressure Class 350 (psi) or meet the manufacturer's recommendations regarding the pipe size, laying condition, and proposed depth of cover, whichever is greater.

B. Ductile iron fittings shall conform to the latest revision of ANSI/AWWA C110/A21.10 or C153/A21.53.

C. Ductile iron pipe and fitting joints shall be rubber gasket push-on joints conforming to the latest revision of ANSI/AWWA C111/A21.11. Mechanical joints conforming to the latest revision of ANSI/AWWA C111/A21.11 shall be used when joint restraint is necessary or required.

D. Ductile iron pipe and fittings shall be lined with one of the following linings:

1. An amine cured novalac epoxy such as PROTECTO 401 Ceramic Epoxy interior lining for ductile iron pipe and fittings or an approved equal. Any pipe cut ends and/or damaged lining shall be repaired in accordance with the pipe manufacturer's recommended procedures for sealing cut ends and repairing field damaged areas.

2. A composite lining system consisting of a primer layer of fusion bonded epoxy and an interior surface layer of specially modified DuPont Fusabond polyethylene such as American POLYBOND-PLUS by American Ductile Iron Pipe, Birmingham, Alabama, or an approved equal. Any pipe cut ends and/or damaged lining shall be repaired in accordance with the pipe manufacturer's recommended procedures for sealing cut ends and repairing field damaged areas.

E. Ductile iron pipe and fittings shall be installed with polyethylene encasement conforming to the latest revision of ANSI/AWWA C105/A21.5. Ductile iron pipe shall have a standard asphaltic coating on the exterior.

F. All installed ductile iron pipes shall at a minimum have the nominal pipe size, pressure class, and manufacturer's mark stamped on the outside of each joint, and shall have been manufactured within the last 365 days.

G. Ductile iron force main pipe shall be restrained by either an approved restrained joint mechanism or properly designed concrete thrust block at locations where thrust restraint is required, in accordance with 327 IAC 3, and AWWA C600, the latest revision.

202.2 - POLY VINYL CHLORIDE PIPE - (PVC)

A. PVC pipe and fittings for sanitary sewer force mains shall be pressure rated pipe and fittings conforming to the latest revision of either ASTM D2441, SDR 21, (Class 200) for 4" to 36" diameter pipe, or AWWA C900, SDR 14, (Class 200) for 4" to 12" diameter pipe, or AWWA C905, SDR 14, (Class 200) for 14" to 48" diameter pipe. Cell classification shall be as defined in the latest revision of ASTM D1784. Only manufactured fittings shall be used.

B. PVC pipe and fittings for sanitary sewer force mains shall have a smooth interior, shall be bell and spigot joints conforming to the latest revision of ASTM D3139, and shall have continuous ring elastomeric gasket joints conforming to the latest revision of ASTM F477.

C. All installed PVC pipes shall have the ASTM / AWWA designation, SDR no., pressure rating, nominal size, and manufacturer's mark stamped on the outside of each joint, and shall have been manufactured within the last 365 days.

D. PVC force main pipe shall be restrained by either an approved restrained joint mechanism or properly designed concrete thrust block at locations where thrust restraint is required in accordance with 327 IAC 3, and AWWA C600, the latest revision.

E. Ductile iron fittings shall be lined with one of the following linings:

1. An amine cured novalac epoxy such as PROTECTO 401 Ceramic Epoxy interior lining for ductile iron pipe and fittings or an approved equal. Any pipe cut ends and/or damaged lining shall be repaired in accordance with the pipe manufacturer's recommended procedures for sealing cut ends and repairing field damaged areas.

2. A composite lining system consisting of a primer layer of fusion bonded epoxy and an interior surface layer of specially modified DuPont Fusabond polyethylene such as American POLYBOND-PLUS by American Ductile Iron Pipe, Birmingham, Alabama, or an approved equal. Any pipe cut ends and/or damaged lining shall be repaired in accordance with the pipe manufacturer's recommended procedures for sealing cut ends and repairing field damaged areas.

202.3 - HIGH DENSITY POLYETHYLENE - (HDPE)

A. Materials used for the manufacture of polyethylene pipe for sanitary sewer force mains shall be high density ethylene/hexane copolymer PE 3408 polyethylene resin meeting the requirements of ASTM D3350 with a cell classification of PE:345434C. The pipe shall contain no recycled compound except that generated in the manufacturer's own plant from resin of the same specification from the same raw material.

B. HDPE pipe shall meet the requirements ASTM D 1248. Polyethylene piping materials shall meet the requirements of ASTM D 1248, as material code designation PE3408, Type III, Class C. Pipe shall be DR 11, with a pressure class of 160 psi. The pipe shall have average internal dimensions that are larger than the nominal pipe size indicated on the plans (refer to the table below). The pipe shall have ductile iron pipe equivalent outside dimensions

("DIPS").

C. HDPE pipe shall be joined into continuous lengths onsite by butt-fusion method and shall be performed with strict adherence to the manufacturer's recommendations. Socket fusion shall not be approved.

D. All installed HDPE pipes shall have the ASTM designation, DR (SDR) no., pressure rating, nominal size, and manufacturer's mark stamped on the outside of each joint, and shall have been manufactured within the last 365 days.

E. HDPE force main pipe shall be restrained by an approved HDPE restraint mechanism along with a properly designed concrete thrust collar at locations where thrust restraint is required.

F. Ductile iron fittings shall be lined with one of the following linings:

1. An amine cured novalac epoxy such as PROTECTO 401 Ceramic Epoxy interior lining for ductile iron pipe and fittings or an approved equal. Any pipe cut ends and/or damaged lining shall be repaired in accordance with the pipe manufacturer's recommended procedures for sealing cut ends and repairing field damaged areas.

2. A composite lining system consisting of a primer layer of fusion bonded epoxy and an interior surface layer of specially modified DuPont Fusabond polyethylene such as American POLYBOND-PLUS by American Ductile Iron Pipe, Birmingham, Alabama, or an approved equal. Any pipe cut ends and/or damaged lining shall be repaired in accordance with the pipe manufacturer's recommended procedures for sealing cut ends and repairing field damaged areas.

202.4 - IDENTIFICATION / LOCATION TAPE

A. Furnish and install identification/location tape over the centerline of buried force mains in accordance with the manufacturer's installation instructions and as specified herein.

B. Identification/Location tape shall be installed 2' below final grade over centerline of pipe.

C. Non-detectible identification/location tape for **ductile iron pipe** shall be manufactured of inert polyethylene so as to be highly resistant to alkalis, acids and other destructive agents found in soil, and shall have a minimum thickness of 4-mils. Tape width shall be a minimum of 3" and a maximum of 6" and shall have background color specified below, imprinted with black letters. Imprint shall be as specified below and shall repeat itself a minimum of once every 2' for entire length of tape.

D. Detectible identification/location tape for **PVC or HDPE pipe** shall be manufactured of inert polyethylene so as to be highly resistant to alkalis, acids and other destructive agents found in soil, shall have a minimum thickness of 4-mils, **and shall have a 1-mil thick metallic foil core**. Tape width shall be a minimum of 3" and a maximum of 6" and shall have background color specified below, imprinted with black letters. Imprint shall be as specified below and shall repeat itself a minimum of once every 2' for entire length of tape.

E. In all PVC or HDPE pipe installation, the identification/location tape shall be looped into the manholes for connection to a locating device. The tape shall be one continuous piece from manhole to manhole.

F. Detectible aluminum Identification/location tape is acceptable and shall be "Terra Tape" as manufactured by Reef Industries, Inc., Houston, TX, or an approved equal.

G. Identification tape background colors and imprints shall be as follows:

Imprint	Background Color
"Caution - Force Main Buried Below"	Green

202.5 - AIR RELIEF VALVES

A. Air relief valves (combination air release and vacuum valves) shall be stainless steel, manufactured by A.R.I. (model D-020-SS or D-025-SS), or approved equal, and shall be provided at every intermediate apex point where air may accumulate in the force main, in accordance with 327 IAC 3. (A.R.I. Model D-020 shall be provided nearest the proposed lift station, while all others shall be model D-025). Air relief valve structures shall be furnished and installed in accordance with ***Standard Detail #500.17***.

B. Automatic air relief valves shall be utilized in all areas except in those requiring manual air relief valves. In accordance with 327 IAC 3, manual air relief valves are required within the 100-year flood plain, and where flooding may occur, such as in pits and manholes, unless the valve is equipped with a corrosion resistant, mesh screened opening at an elevation over (18) eighteen inches above the ground surface.

202.6 - BLOW-OFF FACILITIES

A. When applicable, or as required by the District, force main blow-off structures shall be furnished and installed at each low point along the route of the force main in which solids may have the tendency to settle and accumulate during extended periods of operation of the system.

B. When applicable, or required by the District, force main blow-off structures shall be furnished and installed in accordance with ***Standard Detail #500.18***.

MERRILLVILLE CONSERVANCY DISTRICT

PUBLIC SEWERS

203 SANITARY SEWER MANHOLES

203.0 - GENERAL

A. All precast structures to be used in the project shall be structurally sound and free of defects. Any spalled concrete or voids shall be properly patched or repaired using equivalent strength grout and properly cured before placement. Structures showing excessive cracking or damage should be rejected and replaced at the discretion of the District Inspector. Any structures deemed unacceptable shall be replaced by the Contractor.

B. All structures or other material rejected by the District as being not in conformance with the requirements of these standards and specifications shall be removed from the site of the work by the Contractor as soon as it is rejected, and replaced by material which does comply. Any rejected material not so removed may be broken or rendered impossible for use by the District.

C. Unless otherwise approved by the District Inspector, all concrete used in the manufacturing of precast structures shall have a minimum compressive strength of 4,500 psi at 28 days and meet all applicable requirements of Class "A" concrete as specified in the latest revision of ASTM C478.

203.1 - PRECAST MANHOLE

A. All standard manholes for sanitary sewers shall be made watertight and conform to size and dimensions as indicated on ***Standard Details # 500.10, and 500.11***.

B. The base, riser sections, eccentric cone, and adjusting rings shall conform to ASTM C478. The joints between the base, riser sections and the bottom joint of the eccentric cone shall be tongue and groove type with a continuous rubber ring gasket conforming to ASTM C443 or a preformed flexible butyl gasket type joint sealant such as RUB'R-NEK as manufactured by Henry Company, or Kent Seal #2 as manufactured by Hamilton Kent, or approved equal conforming to ASTM C990. In addition to the gasket or joint sealant, the joint shall be sealed with approved mastic on the outside of the joint, as required by the District.

C. The joint between the top of the eccentric cone and the adjusting rings, and the joint between the frame and grate and the adjusting rings shall be sealed using a preformed flexible butyl gasket type joint sealant such as RUB'R-NEK as manufactured by Henry Company, or Kent Seal #2 as manufactured by Hamilton Kent, or approved equal conforming to ASTM C990 to obtain a watertight fit. The manhole frame and cover shall be bolted to the adjustment rings or cone section. An external manhole chimney seal shall be installed in accordance with Specification Section 203.6 of these specifications.

D. A smooth invert channel with a radius equal to that of the inside of the sewer section shall be constructed or pre-fabricated in the manhole using Class “A” concrete.

E. A watertight, flexible connection shall be made between the manhole and the sewer pipes using elastomeric gaskets conforming to ASTM C923. Gaskets shall be Kor-N-Seal as manufactured by National Pollution Control Systems, Inc. of Milford, New Hampshire, or A-Lok as manufactured by A-Lok Products Inc. of Trenton, New Jersey, or approved equal, and shall be installed in strict conformance with the manufacturer’s instructions. Only smooth exterior pipe shall be allowable for connections to sanitary manholes.

F. In lieu of a precast base, the Contractor shall have the option of using cast-in-place concrete. If the Contractor selects this option, he shall submit to the District shop drawings with the design certified by a Professional Engineer.

G. In order to facilitate future connections or future anticipated infrastructure, pipe stubs out of manholes or special structures shall be provided as recommended by the District during the plan review and capped or plugged by the Contractor.

H. No brick or block shall be used in the construction of a standard sanitary or drop manhole in order to adjust the elevation of the frame and cover. Where one solid riser section cannot be used, final adjustments in the elevation of the frame and cover shall be accomplished by the use of precast concrete adjusting rings in accordance with ***Standard Details 500.10, 500.11, and 500.12***. Rings shall be a nominal thickness of not less than 2” and not more than 12” in total.

203.2 - CASTING - FRAME & COVER

A. Frames and covers shall be included for all sanitary manholes as indicated on ***Standard Details # 500.10, 500.11, and 500.12***, and shall be in accordance with ***Standard Detail # 500.13***.

B. Ferrous castings shall be as manufactured by East Jordan Foundry, Neenah Foundry Company, or approved equal, and shall conform to ASTM A48 Class 30. The covers and frames shall be of a design, type, and weight as indicated on ***Standard Detail # 500.13***, and shall be bolt down lids provided with (4) bolt holes and stainless steel hex head bolts.

C. Castings shall be of uniform quality, free from blowholes, porosity, hard spots, shrinkage defects, cracks or other injurious defects. They shall be smooth and well cleaned by shot blasting or other approved methods. Unless otherwise specified, they shall be coated with high grade bituminous asphalt paint conforming to Federal Specifications MIL-C-450B.

203.3 - DROP MANHOLE

A. All drop manholes for sanitary sewers shall be made watertight and conform to size and dimensions as indicated on ***Standard Detail # 500.12***.

B. Where a sanitary sewer or building sewer pipe enters a sanitary manhole 24” or more above the invert of the outgoing sewer, the incoming sewer shall be connected to the manhole by means of an exterior drop connection in accordance with ***Standard Detail #500.12***.

C. Exterior drop connections shall be precast unless otherwise approved by the District during plan review or by the District Inspector during construction.

203.4 - MANHOLE DIAMETER

A. All sanitary sewer manholes shall be sized in accordance with the tables provided with the ***Standard Details #500.10 and 500.11*** based on the types, sizes, and orientation of sewer pipes connecting to or through the manhole.

203.5 - MANHOLE STEPS

A. **Steps shall not be supplied for any manholes unless requested by the District during plan review**. If manhole steps are requested by the District, steps shall be furnished already installed in the precast sections prior to delivery to the site.

B. If manhole steps are requested by the District, steps shall be made of copolymer polypropylene plastic conforming to requirements of ASTM D4101and reinforced with ½" Grade 60 steel conforming to requirements of ASTM A615. Steps shall be able to resist a 1500 pound pullout force. Cast iron steps shall not be approved by the District.

C. If manhole steps are requested by the District, steps must comply with all applicable provisions of OSHA regulations.

D. If manhole steps are requested by the District, steps shall be Model PSI-PF as manufactured by M.A. Industries, Inc. of Peachtree, Georgia or approved equal, and installed in accordance with ASTM C478.

203.6 - CHIMNEY SEAL

A. The manhole chimney shall be sealed with an external manhole chimney seal as indicated on the ***Standard Details # 500.10, 500.11, and 500.12***.

B. The external manhole chimney seal shall be WrapidSeal heat activated, high-shrink membrane manhole encapsulation system as manufactured by Canusa-CPS, or Infi-Shield external rubber sealing sleeve as manufactured by Sealing Systems Inc., or approved equal .

C. The external rubber sleeve shall have a minimum thickness of 65 mils and shall be a single continuous rubber band made of EPDM rubber. Each band shall have a 2" x 1/4" mastic strip on the top and bottom edge. The mastic shall be non-hardening butyl rubber sealant and shall seal to the cone/top slab of the manhole/catch basin and over the lip of the casing. One 12-inch band shall seal a casting and a maximum of four, two-inch adjusting rings, while one 16-inch band will seal a casting and a maximum of six, two-inch adjusting rings.

D. Detailed instructions for installation, including application of primer shall be in accordance with the manufacturer's recommendation.

203.7 - MANHOLE PROTECTIVE COATING

A. In order to protect concrete manholes against corrosion by hydrogen sulfide gas, the Merrillville Conservancy District shall reserve the right to require interior protective coating or lining on all manholes in areas where they determine there is a potential for generating high levels of corrosive gas. A determination will be made during the plan review phase.

B. Protective coating applications such as a pvc liner system may be required in those areas as directed by the District.

MERRILLVILLE CONSERVANCY DISTRICT

PUBLIC SEWERS

204 INSTALLATION / UNDERGROUND CONSTRUCTION

204.1 - SITE EXCAVATION

A. The Contractor, prior to the start of construction, shall verify the location of any existing underground utilities and structures within the site limits. It is the Contractor's responsibility to make any and all exploratory investigations which may be necessary to verify or locate the utility pipes, wires, structures and appurtenances of others.

B. PROTECTION AND CARE OF EXISTING FACILITIES: All poles and overhead utility wires, fences, sidewalks, curbs, signal lights, mail boxes, road or street signs, culverts, building, and other surface structures shall be protected and preserved by the Contractor and shall be repaired, replaced or otherwise restored to a condition equal to or better than they were before the work was started. All water and gas mains and services; sewers and sewer services; drains, petroleum pipes, buried electric, telephone, television, telegraph and signal cables and conduits; manholes, storm water inlets, foundations and other subsurface structures shall be properly supported and protected during construction and left in a condition equal to or better than they were before the work started. Fire hydrants shall remain accessible to fire department personnel at all times.

C. All excavation and site construction work shall conform to the requirements of all local, state and Federal authorities, municipalities, and agencies having jurisdiction over the excavation or site construction work.

D. Permits for construction within street/highway right-of-way shall be obtained by the Contractor. If bonds are required to obtain the street/highway permits, the cost of said bonds shall be borne by the Contractor. If the street/highway permit requires bedding, backfill, or restoration materials other than those listed in these Standards and Specifications, the more stringent requirements shall apply.

E. When working within, across, or in the vicinity of a railroad right-of-way, the Contractor shall conform to all requirements of the agreement or permit with the railroad.

F. The Contractor shall give proper notification to the street/highway authority or railroad prior to the start of work, and no work shall be started within said right-of-way until all arrangements are completed and permission is granted by the governing authority.

G. When working in public right-of-way, the Contractor shall maintain one-way traffic at all times unless he can obtain written permission for closing from the proper authority. Two-way traffic shall be maintained during non-working hours. Access to homes and businesses shall be blocked no longer than necessary. Emergency vehicles shall be provided access at all times. It shall also be the Contractor's responsibility to provide appropriate traffic control during construction. This may include flagmen, signs,

barricades, etc. as may be required by the public agency with jurisdiction.

H. EXCAVATION SAFETY: Excavation work shall be performed in accordance with all applicable provisions of the OSHA standards (29 CFR Part 1926 Subpart P) for trench and excavation safety and as recommended by the pipe manufacturer.

I. Sheeting and bracing shall be placed in the trench as may be necessary for the safety of the public, for the protection of the workmen, adjacent properties, and for the proper installation of the work in accordance with all applicable provisions of the OSHA standards (29 CFR Part 1926 Subpart P).

J. Sheeting and/or bracing shall be progressively removed as the backfill is placed in such a manner as to prevent the caving in of the sides of the trench or excavation and to prevent damage to the work.

K. Sheeting which is placed for the protection of the public, adjacent properties, or structures shall not be removed until the backfill has been placed and thoroughly compacted. While being removed, all vacancies left by this sheeting shall be carefully filled with sand free from silt, rammed into place, puddled or otherwise firmly compacted.

L. Unless otherwise directed or permitted, not more than 100 feet of any trench shall be open at any time.

M. Surface encumbrances, located so as to create a hazard to employees involved in excavation work or in the vicinity thereof at any time during operations, shall be removed or made safe before excavation is begun.

N. During excavation, material satisfactory for backfilling shall be stockpiled in an orderly manner at a distance from the banks of the trench sufficient to avoid overloading and to prevent slides and cave-ins. Adequate drainage shall be provided for the stockpiles and surrounding areas by means of ditches, dikes, or other approved methods. The stockpiles shall also be protected from contamination with unsatisfactory excavated material or other material that may destroy the quality and fitness of the suitable stockpiled material.

O. Grading shall be done as may be necessary to prevent surface water from flowing into the excavation, and any water accumulating therein shall be removed so that the stability of the bottom and sides of the excavation is maintained.

P. Excavation for manholes or similar structures shall be sufficient to leave at least 12” clear between the outer structure surfaces and the face of the excavation or support members and be of sufficient size to permit the placement and removal of forms for the full length and width of structure footings and foundations. When concrete is to be poured in place in an excavated area, special care shall be taken not to disturb the bottom of the excavation. Excavation to the final grade level shall not be made until just before the concrete is to be placed.

Q. STABILIZATION: If portions of the bottom of trenches or excavations consist of material unstable to such a degree that it cannot adequately support the utility or structure, the bottom shall be over-excavated and stabilized with granular material in compliance with Articles 211.02 and 211.04 of the INDOT Standard Specifications.

R. STREAM/LAKE CROSSINGS: At any stream/lake crossing the Contractor shall properly handle or divert stream or lake water and conform to the requirements of the Indiana Department of Natural Resources and the U.S. Army Corps of Engineers permits.

S. ROCK EXCAVATION: The Contractor shall excavate rock, if encountered, shall dispose of the excavated material, and shall furnish acceptable materials for backfill in place of the excavated rock.

T. In general, rock in pipe trenches shall be excavated so as to be not less than 6” from the pipe after it has been laid. Before the pipe is laid, the trench shall be backfilled to the correct subgrade with the same material as that required for bedding the pipe.

U. As trenches are backfilled, the Contractor shall remove all surplus material, regrade and leave clear, free, and in good order all roadways and sidewalks affected by the construction of the work. During the progress of and until the expiration of the guarantee period, he shall maintain in good and safe conditions the surface of any street over the trenches and promptly fill all depressions over and adjacent to trenches caused by settlement of backfilling.

V. Excavated rock shall be removed and disposed off the site.

204.2 - BEDDING - SANITARY SEWER

A. All pipe laid in open trenches shall be installed with Standard Bedding unless otherwise directed by the District. Pipe bedding details are shown on the ***Standard Details # 500.7 and 500.8***. Compaction and density requirements shall be as indicated on the Standard Details and shall be in accordance with Section 204.4.

1. For flexible pipe (PVC / HDPE / GFRTR) pipe the embedment material shall be Class IB embedment material in accordance with the latest revision of ASTM D2321 or ASTM D3839. INDOT coarse aggregate size no. 73 limestone is acceptable Class IB embedment material. For gravity flow applications PVC pipe shall also be installed in accordance with the latest revision of ASTM D2321. For pressure flow PVC pipe shall be installed in accordance with applicable provisions of the latest revision of ANSI/AWWA C605. GFRTR pipe shall be installed in accordance with the latest revision of ASTM D3839.

2. For semi-rigid or rigid pipe (Ductile Iron) the embedment material shall be Class “B” bedding material in accordance with the latest revision of ASTM C12. Sand conforming to the requirements of INDOT Fine Aggregate size no. 15 is an acceptable Class “B” bedding material. Ductile iron pipe shall be installed in accordance with applicable provisions of the latest revision of AWWA C-600 and the Installation Guide for Ductile Iron Pipe as published by the Ductile Iron Pipe Research Association. Lined pipe and fittings must be handled only from the outside of the pipe and fittings. No forks, chains, straps, hooks, etc. shall be placed inside the pipe and fittings for lifting, positioning, or laying.

3. **SLAG SHALL NOT BE USED AS EMBEDMENT MATERIAL.**

B. Pipe bedding shall be placed in lifts of a maximum of 6" loose thickness. The bedding shall be brought up evenly on both sides of pipe for the full length of pipe. Care shall be taken to ensure thorough compaction of the fill under pipe haunches.

C. Alternate bedding in accordance with ***Standard Detail #500.8*** shall be used when directed by the District during plan review or by the District Inspector during construction

inspection.

204.3 - BACKFILL - SANITARY SEWER

A. Pipe installed by open cut method shall be bedded in accordance with Specification Section 204.2 above as indicated in ***Standard Details 500.7 and 500.8***.

B. The remainder of the trench shall be backfilled as follows:

1. **Structural Backfill** of all trenches under any existing or planned pavements, sidewalks, curbs, gutters, or similar structures; or within 5' of pavement, sidewalks, curbs, gutters, or similar structures; or where necessary to protect adjacent structures or utilities; shall be suitable sand, gravel, or crushed limestone material conforming to one of the gradations described in ***Table 204.3-1*** at the end of this Specification Section 204.3. In addition, the top 6" below the base of the pavement shall be backfilled with crushed stone. If the Contractor can demonstrate that satisfactory compaction can be obtained with lifts greater than 8" thick, then these thicker lifts may be allowed. If satisfactory compaction cannot be obtained with 8" lifts, the Contractor shall reduce the thickness of the lift and/or change his compaction method until satisfactory compaction is obtained in accordance with Specification Section 204.4

2. **General Backfill** for trenches under turfed or seeded areas and in miscellaneous unimproved areas shall be suitable native earth material containing no stones over 4" in their largest dimensions, containing no more than 5% organic matter and, shall be free of trash, rubble or debris. Stones which are used in backfilling shall not be placed within 3' of the pipe and shall be distributed among the earth backfill so that all interspaces are filled with fine material. All such backfilling shall be deposited in the lifts of a maximum 12" loose thickness and compacted by hand tamping or approved mechanical tamping devices. Excess earth to the amount required to replace settlement shall be neatly rounded over the trench and the remainder hauled off the work site. Trenches shall be maintained by the Contractor until settlement has ceased and trenches remain level with the adjacent ground.

3. Trench backfill shall be in accordance with ***Standard Details # 500.15 and 500.16***, shall be backfilled to existing grade, and shall be remedied should any settlement of the backfill below original or adjacent final ground surface occur for at a minimum period of one year after final grading.

4. **SLAG SHALL NOT BE USED AS BACKFILL MATERIAL.**

C. No fill shall be placed against any manhole or other structure until poured in place concrete has been allowed to cure for at least three days. Backfill shall be placed in such a manner that the structure will not be damaged by shock from falling earth. The backfill material shall be deposited and compacted as specified, and shall be placed in such a manner as to prevent eccentric loading and excessive stress on the structure.

204.4 - COMPACTION OF BEDDING & BACKFILL MATERIAL

A. Sampling and testing shall be the responsibility of the Contractor and be performed in accordance with the requirements of this Specification Section 204.4. Tests shall be

performed by an approved commercial testing laboratory and coordinated by the Contractor.

B. Laboratory tests for moisture-density relations (proctor) shall be determined in accordance with the latest revision of ASTM D-698. A minimum of one test shall be performed on each different type of material used for bedding and backfill.

C. FIELD IN-PLACE DENSITY TESTS

1. The Contractor shall perform a sufficient number of compaction density tests for both the bedding and backfill materials to demonstrate that the specified compaction is being obtained. A minimum of one satisfactory compaction test shall be performed on the **bedding material** for each 400 linear feet of pipe installed. A minimum of one satisfactory compaction test shall be performed on the **backfill material** for each cumulative lift length of 400 lineal feet. Additional tests shall be performed if the first tests consistently fail, if material changes, or if the Contractor's method of compaction changes.

2. Density shall be determined in accordance with the latest revisions of ASTM D-1556, ASTM D-2167 or ASTM D-2922. When ASTM D-2922 is used, the calibration curves shall be checked and adjusted using only the sand cone method as per ASTM D-1556. ASTM D-2922 results in a wet unit weight of soil and when using this method, ASTM D-3017 shall be used to determine the moisture content of the soil. The calibration curves furnished with the moisture gauges shall be checked along with density calibration checks as described in the latest revision of ASTM-D3017. The calibration checks of both the density and moisture gauges shall be made at the beginning of a job on each different type of material encountered. Copies of calibration curves and results of calibration tests shall be collected by the Contractor.

D. Copies of each density test report shall be maintained by the Contractor during construction through a minimum of one year following final completion.

E. Trench backfill improperly compacted shall be reopened to the adequate depth and then refilled and compacted to the specified density. Field in-place density tests shall also be repeated for improperly compacted trenches that are reopened, refilled and recompacted. A minimum of one repeat test per lift of backfill for every 200' of improperly compacted trench that is reopened, refilled and recompacted shall be performed.

F. COMPACTION REQUIREMENTS: Pipe bedding and each backfill lift shall be compacted to a density not less than the following percentage of maximum density as determined by the Proctor Test (ASTM D-698):

Usage	Compaction %
Standard Bedding	95
Backfill	
Structural - under pavements	per rqmnts. of permitting authority
General - turfed, seeded areas, and misc. unimproved areas	85

204.5 - GRAVITY SANITARY SEWER INSTALLATION

A. Utmost care shall be exercised in transporting and handling all pipe, fittings, valves, etc., in order to avoid shock and damage to pipe and coatings. Lifting shall be by hoist or skids when hand lifting is not feasible. Droppings shall not be permitted. Pipe handled on skidways shall not be skidded or rolled against pipe already on the ground. Damaged or defective pipe and appurtenances shall be replaced.

B. Where gravity sanitary sewers are designed to be constructed parallel to and close to any existing water main, sewer or gas line, the exact location of which is not shown, the Contractor may shift the location of the new sewer where possible and where feasible to avoid interference with existing pipe lines or pavement, should such interference develop during the course of construction. In general, the Contractor shall determine the exact location of existing pipe lines before starting construction.

C. All lengths of pipe shall be dimensioned accurately to measurements established at the site and shall be worked into place without springing or forcing. Cut sections of pipe shall be reamed to remove all burrs. The Contractor shall cut all pipe and drill all holes that may be necessary.

D. Gravity sanitary sewer pipe shall be installed in accordance with the latest revision of ASTM D2321.

E. The Contractor shall prevent surface/ground water accumulation on-site or in trench during construction. Contractor shall make every practical effort to secure a dry trench bottom prior to laying pipe.

F. The laying of pipe on the prepared bedding material shall commence from the lowest point, with the spigot ends pointing in the direction of flow. All pipes shall be laid on stable bedding with a uniform bearing under full length of pipe barrel, true to line and grade. All gravity sanitary sewers shall be installed with a slope within 10% of the slope indicated on the construction plans reviewed by the District. They shall be carefully centered so that when laid, they form a sewer with uniform invert.

G. A pipe plug or bulkhead shall be used whenever pipe laying operations are not in progress as required to protect the outside pipe ends from foreign material.

H. The pipe shall be thoroughly cleaned before being laid and kept clean during construction. Before making pipe joints, all surfaces of the joints shall be clean and dry. Lubricants, primers and adhesives shall be used in accordance with the manufacturer's recommendations. The pipe shall then be placed, fitted and adjoined so as to obtain a watertight joint. In the event that previously laid pipe is disturbed, it shall be removed and reinstalled.

I. The Contractor shall assure proper alignment and grade by the proper use of lasers, batter boards, or surveying instruments.

J. All pipe shall be laid without break, upgrade from structure to structure with bell ends of the pipe upgrade. Semi-rigid and rigid pipe (Ductile Iron) shall be installed with Class “B” bedding in accordance with Specification Section 204.2 and as indicated in ***Standard Detail # 500.7***. Flexible pipe (PVC / HDPE / GFRTR) shall be installed in accordance with the latest revision of ASTM D2321 using Class 1B embedment material in accordance with Specification Section 204.2 and as indicated in ***Standard Detail # 500.7***.

K. An alternate bedding, in accordance with ***Standard Detail # 500.8***, concrete cradles or concrete encasements, shall be provided by the CONTRACTOR when directed by the District.

L. The Contractor shall maintain a temporary bulkhead at the downstream end of all new sewer pipes where they join either existing sewers or new sewers of other construction contracts. This bulkhead shall not be removed without approval of the District Inspector. The Contractor shall be responsible for disposal of any water which may build up behind the bulkhead. The Contractor shall be solely responsible for the design, construction, and removal of said bulkhead, and shall be held responsible for any and all damage or costs that may result from failure of said bulkhead. When directed by the District Inspector, the Contractor shall promptly remove the bulkhead from the sewer, but not before properly removing any water which has accumulated behind the bulkhead.

204.6 - SANITARY SEWER FORCE MAIN INSTALLATION

A. Utmost care shall be exercised in transporting and handling all pipe, fittings, valves, etc., in order to avoid shock and damage to pipe and coatings. Lifting shall be by hoist or skids when hand lifting is not feasible. Droppings shall not be permitted. Pipe handled on skidways shall not be skidded or rolled against pipe already on the ground. Damaged or defective pipe and appurtenances shall be replaced.

B. Lined pipe and fittings must be handled only from the outside of the pipe and fittings. No forks, chains, straps, hooks, etc. shall be placed inside the pipe and fittings for lifting, positioning, or laying.

C. All pipes shall be installed with Standard Bedding in accordance with Specification Section 204.2 of the specifications and as indicated in ***Standard Detail # 500.7***.

D. Deflection from a straight line or grade as required by horizontal or vertical alignments or offsets shall be in accordance with the manufacturer's specifications.

E. If the alignment requires deflections in excess of the allowable deflection per joint, special bends or a sufficient number of shorter lengths of pipe shall be furnished to provide angular deflections.

F. All pipe shall be laid at the locations as indicated on the District reviewed construction drawings. Fittings shall be installed at the locations indicated on the drawings.

G. A pipe plug or bulkhead shall be used whenever pipe laying operations are not in progress as required to protect the outside pipe ends from foreign material.

H. No pipe shall be laid in water or when the trench or weather conditions are unsuitable for proper installation.

I. The pipe shall be thoroughly cleaned before being laid and kept clean during construction. Before making pipe joints, all surfaces of the joints shall be clean and dry. Lubricants, primers and adhesives shall be used in accordance with the manufacturer's recommendations. The pipe shall then be placed, fitted and adjoined so as to obtain a watertight joint. In the event that previously laid pipe is disturbed, it shall be removed and reinstalled.

J. When the proposed elevation of the force main conflicts with the elevation of an existing gravity sewer, water main, gas main, or other structure, the force main shall be relocated deeper to avoid conflict if feasible.

K. Concrete thrust blocking or joint restraint mechanisms shall be provided at all line deflection fittings, and at all locations required to protect the sanitary force main pipe joints from separation.

L. Thrust blocks or joint restraint for sanitary force main pipe shall be installed at locations and as indicated on the construction drawings reviewed by the District.

M. Type of joint restraint to be used per District specifications. The District shall supply information / requirements for joint restraint materials to the Applicant as necessary.

204.7 - SANITARY SEWER MANHOLE INSTALLATION

A. Precast concrete structures shall be located as indicated on the construction drawings reviewed by the District.

B. Manholes shall be placed at the end of each gravity sanitary sewer line, at all changes in grade, size, and alignment, at all intersections, and at all distances not greater than 400' for 15" diameter sewers or less, and 500' for 18" - 30" diameter sewers. Greater spacing may be approved for larger sewers.

C. Excavation and backfill for precast structures shall follow excavation and backfill specifications for gravity sanitary sewers and shall be in accordance with Specification Sections 204.1 and 204.3.

D. Preparation of a stable base for installation of a precast concrete structure shall be made with a minimum of 12" of compacted limestone (IN #53 or IN #73) installed to a minimum 2' greater diameter than the concrete structure base, and shall be in accordance with the relevant ***Standard Detail # 500.10, 500.11, or 500.12***.

E. Unless otherwise shown, the top of manholes (frame and casting) shall be set at ground level or top of pavement.

F. A drop pipe shall be provided for a gravity sanitary sewer entering a manhole at an elevation greater than 24" above the manhole invert.

G. In accordance with the testing requirements of the latest revision of ASTM C478, the Contractor shall perform leakage tests on all gravity sewer manholes in accordance with Section 205 of these specifications.

204.8 - EROSION / SEDIMENT CONTROL

A. The Contractor shall meet the requirements of 327 IAC 15-5 ("Rule 5") for erosion and sediment control when land disturbing activities of the construction site will exceed one acre in total area. The Contractor shall bear the responsibility to obtain necessary State (IDEM) permit and local (SWCD) approval of a storm water pollution prevention / erosion and sediment control plan, and to properly implement the required measures and practices

on the construction site.

B. Erosion control measures, practices, and products shall comply with the latest revision of the “Indiana Storm Water Quality Manual” as developed by the Division of Soil Conservation.

204.9 - RESTORATION

A. RESTORATION OF THE SURFACE OF PAVED STREETS AND ALLEYS: Unless otherwise specified, paved streets shall be replaced or restored to a condition equal to or better than that which existed prior to the start of work. In addition, the paved streets shall be restored in accordance with applicable state or local authority requirements. The Contractor, however, shall clean up and restore pavement or subgrade upon completion of any given section of sewer and not delay restoration until completion of all sewers.

B. RESTORATION OF SIDEWALKS, CURBS, GUTTERS, DRIVEWAYS, PRIVATE ROADS, PARKING LOTS, AND OTHER MISCELLANEOUS ITEMS: The Contractor shall restore and/or repair all sidewalks, crosswalks, curbs, gutters, driveways, shoulders of roads, private roads, parking areas, mail box turnouts, mail boxes, street signs, miscellaneous structures, etc. The restoration and/or repair work shall be done without delay, as soon as the work immediately adjacent is completed. In any event, the removed or damaged facilities, etc. shall be restored to a condition equal to or better than that which existed prior to the start of the sewer work.

C. RESTORATION OF LAWN OR GARDEN AREAS: in areas of sewer construction which are not to be paved or covered with stone or gravel, surface preparation, topsoil seed and mulching shall be in accordance with Section 621 and Section 914 of the latest revision of the Indiana Department of Transportation (INDOT) Standard Specifications, and shall be restored in accordance with applicable local authority or Property Owner requirements.

D. RESTORATION OF DRAINAGE: All existing open ditches and streams which are disturbed shall be cleaned and graded to original or better grade and cross section. The Contractor shall perform this work as soon as possible after backfilling the trench. Culverts, field tile, or other drainage pipes removed or cut during the course of the work shall be reinstalled. Those culverts, field tile or other drains damaged by the Contractor shall be repaired to a condition equal to or better than the condition of the original pipes, or replaced with a new pipe of the same material, size, and length.

TABLE 204.3-1

GRADATION REQUIREMENTS FOR STRUCTURAL BACKFILL*

Sieve Size	NOMINAL SIZES (PERCENTS PASSING)					
	2"	1-½"	1"	½"	No. 4	No. 30
2-½"	100					
2"	90-100	100				
1-½"	70-100	90-100	100	100		
1"	55-95	70-100	85-100	-		
¾"	45-90	55-95	70-100	-		
½"	35-85	40-90	55-95	85-100	100	100
No. 4	20-65	20-70	25-75	45-85	90-100	-
No. 8	10-50	10-55	15-60	25-75	75-100	-
No. 30	3-35	3-35	3-35	5-45	15-70	70-100
No. 200	0-8.0	0-8.0	0-8.0	0-8.0	0-8.0	0-8.0

*Source: Indiana Department of Transportation 1999 Standard Specifications, Section 211.02.

MERRILLVILLE CONSERVANCY DISTRICT

PUBLIC SEWERS

205 TESTING

205.0 - GENERAL

A. Prior to acceptance, all gravity sewers larger than 6-inch diameter, including manholes, and service laterals larger than 6-inch diameter installed in the Merrillville Conservancy District with the intent to connect to the public sewer system shall be tested and pass a test for leakage. The Contractor shall furnish all labor, materials, and equipment required for making the tests and ground water level determinations. The tests shall be made at times as selected or approved by the Merrillville Conservancy District. **The District Inspector shall be informed of, coordinated with, and shall be present during all testing to verify performance a nd results in accord ance with this Specification Section 205.** Testing shall not be performed until backfilling and compaction are completed. All gravity sewers shall pass one of the three following leakage tests as further specified by this section:

1. Low Pressure Air Test conforming to the requirements of the latest revision of ASTM C828 and ASTM C924 as minimum. The Low Pressure Air Test shall be used unless an Infiltration or Exfiltration Test is approved by the District.

2. Infiltration Test with a maximum inward leakage of 100 gallons per inch of pipe diameter per mile per day.

3. Exfiltration Test with a maximum outward leakage of 100 gallons per inch of pipe diameter per mile per day.

B. The Low Pressure Air Test shall be used unless an Infiltration or Exfiltration Test is approved by the District. Should one or more segments of the sewer system fail the Low Pressure Air Test, the Contractor may request approval to perform an infiltration or an exfiltration test to establish whether the 100 gallons per inch of pipe diameter per mile per day is being exceeded. Upon obtaining approval for the requested alternative leakage test procedure and upon determination that the tested segment(s) of the sewer system pass the approved alternative leakage test, the segments which pass the alternative leakage test shall be deemed acceptable.

C. If measured leakage exceeds the leakage allowance and thereby fails the leakage test, the Contractor shall locate the points of leakage and make necessary repairs so as to reduce the leakage to the permissible maximum. The Contractor, at his own expense, shall remove and reconstruct as much of the work as necessary to obtain a test within the allowable leakage limits. Repair methods other than reconstruction must be approved by the District.

Regardless of the outcome of any leakage test, the Contractor shall be responsible for

repairing all visible leaks.

D. At various times during the construction of the sewers, leakage tests may be required on various sections of newly installed sewers as directed by the District Inspector. If any of these sections fail to meet the leakage test, the Contractor shall not only correct the leakage problem in the failing section by a method acceptable to the District prior to any further construction, but shall modify his construction technique and/or his materials in a manner acceptable to the District Inspector to assure that subsequently constructed sewers will pass the leakage test.

E. The Contractor shall submit leakage test reports to the District within 30 days of each said test, utilizing the attached forms or forms similar to those attached at the end of this section ***(Forms 205.5-7 through 205.5-12)***.

205.1 - GROUND WATER LEVEL

A. Prior to and during all testing, the Contractor shall determine ground water levels by backfill ground water gauge ***(Figure 205.5-1)*** or by manhole ground water gauge ***(Figure 205.5-2)***. The number and location of the ground water level determinations shall be selected by the Contractor and approved by the District Inspector. In general, a sufficient number of ground water gauges shall be installed to determine ground water levels in the area of the sewers being tested. The District Inspector may require the Contractor to make additional ground water level determinations in certain areas if he deems them necessary.

B. In the case of newly installed ground water gauges or the attachment of the temporary clear plastic tubing in the manhole ground water gauge, the level of ground water shall be allowed to stabilize before determining the ground water level.

205.2 - TESTING GRAVITY SEWERS

A. LOW PRESSURE AIR TEST:

1. Immediately prior to testing, the pipe shall be cleaned. After cleaning, all pipe outlets shall be plugged. The Contractor must be aware that low-pressure air testing may be dangerous. The Contractor shall review the paragraphs entitled "Safety Precautions" in ASTM C828 and ASTM C924 before beginning pressurization of the pipe. The sewer line shall then be slowly pressurized to an internal pressure of 4.0 psig greater than the hydrostatic pressure head created by any ground water over the pipe (i.e., the height of ground water above the invert of the pipe, in feet, multiplied by 0.43). Where such internal pressure adjustment would result in a starting pressure greater than 9.0 psig, an infiltration test shall be performed. The method of pressurizing shall be such that the pressure shall be maintained until the temperature of the pipe and the air have equalized but in no case less than five minutes. After the temperature has stabilized, the air supply shall be discontinued and the pressure allowed to drop. When the pressure reaches 3.5 psig (not including additional air pressure required by ground water), a stopwatch shall be used to record the time it takes for the pressure to drop to 2.5 psig (or a one-pound pressure drop). If the recorded time is more than the minimum test time as computed using ***Table 205.5-3***, the section of pipe shall be considered to have

passed the leakage test. If the recorded time is less than the minimum test time, the line shall be considered to have failed the test, shall be inspected for possible leaks and retested upon correction until such time as the line passes the requirements. The low pressure air test shall be performed by the Contractor in the presence of the District Inspector. All required corrections, repairs and retesting shall be performed by the Contractor prior to acceptance by the District.

2. For the purpose of record keeping, the "Low Pressure Air Test Form" ***(Form 205.5-7)*** or similar form shall be filled out by the Contractor and approved by the District Inspector for each tested section.

B. INFILTRATION TEST:

1. An infiltration test shall be used only when approved by the District Inspector or when the starting pressure for the Low Pressure Air Test would be greater than 9.0 psig. For an infiltration test to be performed, the ground water elevation must be at least 2.0 feet above the crown of the upstream pipe. The test shall require cleaning of the line and then plugging the upstream pipe opening with a watertight plug with length equal to or greater than the pipe diameter. A 90° V-Notch weir shall be placed in the downstream manhole of the section of pipe being tested. When performing an infiltration test with a weir, sufficient time shall be allowed for the infiltration to crest the weir and stabilize. This time shall be determined by the District Inspector based on the allowable infiltration, the size of the sewer line, the slope of the line, and other pertinent information. In no case shall the time be less than one hour. The Contractor shall measure the head (H) of water flowing over the weir. The measurement must be accurate and taken a minimum distance of 18" or four times the height of H upstream of the weir, whichever is greater. The measured infiltration over the weir can be calculated as:

$$Q = 3240\ H^{2.5} \quad \text{(where H is in inches and Q is in gallons per day)}$$

2. Where the infiltration allowances are very small, and measurement by weir inaccurate, the leakage measurement shall be made by timing the filling of a container of known volume. The volume collected shall be converted to a 24-hour basis for comparison with specification requirements. If the measured infiltration is less than that allowed by ***Table 205.5-4***, the pipe section shall be considered to have passed the leakage test. The infiltration test shall be performed by the Contractor in the presence of the District Inspector. All required corrections, repairs and retesting shall be performed by the Contractor prior to acceptance by the District.

3. For record purposes, the "Infiltration Test Form" ***(Form 205.5-8)*** or similar form shall be filled out by the Contractor and approved by the District Inspector for each tested section.

C. EXFILTRATION TEST:

1. An exfiltration test may only be performed in lieu of a low pressure air test if approved by the District Inspector.

2. Before beginning the exfiltration test, the pipe shall be cleaned. Once cleaned, the downstream pipe outlet shall be sealed at the manhole with a watertight plug. To assure a proper seal, the plug shall be at least equal to the diameter of the pipe being tested. (Note that if service laterals were connected, any opening lower in elevation than the static water level will also have to be plugged).

3. The upstream manhole shall then be filled with water to a static level not lower than 4' above the top of the sewer pipe (at its highest point) and not less than 4' higher than the existing ground water table, whichever is greater. In lieu of using the upstream manhole, a standpipe can be used to develop the specified pressure head.

4. The water shall be allowed to stand for a period long enough to allow water absorption into the pipe (a minimum of six hours). After the absorption period, the pipe shall be refilled to the established level and the test begun. After a one hour period, the exfiltrated volume shall be calculated by either measuring the drop in water level in the manhole or measuring the volume of water required to refill the standpipe to the original level, whichever applies. The measured exfiltration rate shall then be calculated and compared with the allowable exfiltration. If the measured exfiltration is less than that allowed by ***Table 205.5-4***, the pipe section shall be considered to have passed the leakage test. The exfiltration test shall be performed by the Contractor in the presence of the District Inspector. All required corrections, repairs and retesting shall be performed by the Contractor prior to acceptance by the District.

5. For record purposes, the "Exfiltration Test Form" ***(Form 205.5-9)*** or similar form shall be filled out by the Contractor and approved by the District Inspector for each tested section.

D. DEFLECTION TEST:

1. Deflection testing shall be performed by the Contractor in the presence of the District Inspector on all plastic pipes with nominal inside diameters of 8-inches or greater.

2. Deflection testing shall be accomplished using one of the following devices: calibrated television or photography, or a properly sized "go, no go" mandrel or sewer ball. Deflections of no more than 5% based on the base inside diameters will be allowed. See ***Table 205.5-5*** for Deflection Test Data.

3. The Contractor shall provide proving rings to verify the mandrel diameter when directed by the District Inspector.

4. The deflection test shall be performed no sooner than 30 days following installation of the pipe (including backfill). Prior to testing, the pipeline shall be thoroughly cleaned.

5. Prior to acceptance by the District, pipes having deflections greater than 5% shall be excavated, rebedded and/or replaced and retested (successfully).

6. The Contractor shall submit deflection test reports ***(Form 205.5-10)*** to the District within 30 days after performance of each said test. A separate report shall be submitted for each manhole to manhole sewer section. This report shall provide all pertinent data regarding the test including, but not limited to, the date of the test, details of the testing device used, diameter of the pipe, the date installation of the line was completed including backfill, and whether the line passed or failed the test.

205.3 - MANHOLE TESTING

A. The Contractor shall be required to vacuum test all backfilled or pre-backfilled manholes in accordance with ASTM C1244. A vacuum of 10" Hg shall be attained, and the time for the pressure to drop to 9" Hg shall be measured. ***Table 205.5-6*** shall be referred to for the minimum required test times. Prior to performing the test, the Contractor shall temporarily plug all pipes entering the manhole. The pipes and plugs shall be securely braced to prevent movement during the testing.

B. The Contractor shall be required to test all manholes and lift station wet wells in the system by means of an exfiltration or infiltration test. The exfiltration method shall be used as described above except where the ground water table is at or above a level one-half the depth of the manhole. If this case exists, an infiltration test may be conducted by including the manhole in the section of pipe to be tested.

C. The exfiltration test shall be conducted by plugging all pipe openings with watertight plugs and filling the manhole with water. After a saturation period of at least one hour, the manhole shall be refilled and the water level measured. After one hour following the saturation period, the water level shall be remeasured and the volume difference shall be considered the loss due to leakage. If the actual leakage is less than that allowed by these specifications as determined from ***Table 205.5-4***, the manhole shall be considered to have passed the leakage test. Any correction, repair or re-testing needed to pass the leakage test shall be performed by the Contractor.

D. For record purposes, the "Manhole Test Form" ***(Form 205.5-11)*** or similar form shall be filled out by the Contractor and approved by the District Inspector for each tested manhole or wet well.

205.4 - FORCE MAIN TESTING

A. HYDROSTATIC TESTING: The testing method described in this paragraph is for water pressure testing. The test, which must be successfully performed on all new force mains, shall be performed in accordance with the following provisions:

1. Said test shall include all force mains from the point of beginning or the wastewater lift station to the point of termination. The Contractor shall make arrangements with the District Inspector to be present on-site for the test after the piping has been accepted as being ready for testing. Any concrete thrust blocks shall have been in place for a period of at least 10 days prior to test. The test shall be performed on a day mutually agreed upon and in the presence of the District Inspector. Methods of performing the test must meet with the approval of the District Inspector.

2. Water for testing must be furnished by the Contractor. The Contractor shall furnish all necessary equipment, piping, pumps, fittings, gauges, and operating personnel to properly conduct the test.

3. The force main and the blow-off pipeline shall be subjected to a hydrostatic pressure at least 50% over the expected working pressure of ___ psi at an elevation of ____ feet above MSL. The specified test pressure shall be corrected to the elevation of the test gauge. This data shall be provided by the Developer, Builder, or Contractor and verified by the District Inspector prior to beginning testing.

4. The test procedure shall be as follows:

   a. The system shall be slowly filled with water. Air shall be expelled from the pipe through air relief valves. If additional air vents are needed to assure that all air is expelled, the Contractor shall temporarily install corporation cocks at the appropriate points. All air shall be expelled from the force main prior to applying the test pressure.

   b. After the test pressure is first applied, a visual inspection of the force main shall be made for leaks. All visible leaks shall be stopped by repairing or replacing defective or damaged pipe, fittings, or valves prior to starting the official pressure test.

   c. After all visible leaks are stopped, the official test shall be conducted for a period of at least two hours. During the test, the pressure in the section of the pipe shall not drop more than 5 psi below the specified test pressure.

   d. Pumps shall be equipped with a receiving water receptacle, and the water entering the pipeline to make up leakage shall be carefully measured and recorded. Pumping equipment shall include suitably calibrated pressure gauges. Leakage is defined as the volume of water which must be added to the pipeline to maintain a pressure within 5 psi of the specified test pressure.

   If the amount of makeup water entering the pipeline (during the 2 hour test while the pressure is maintained within 5 psi of the specified test pressure) is less than or equal to the allowable leakage as calculated by the following formula*, the pipeline shall be accepted as having passed the leakage test satisfactorily:

$$\frac{L = SD\,(P)^{1/2}}{133{,}200}$$

   * Formula from AWWA Standard C600

   where

   L = allowable leakage, gallons per hour
   S = length of pipeline tested, feet
   D = nominal diameter of pipe, inches
   P = average test pressure during test, pounds per square inch gauge

   All visible leaks, however, shall be stopped by appropriate repairs or replacement of defective or damaged materials regardless of the outcome of the test.

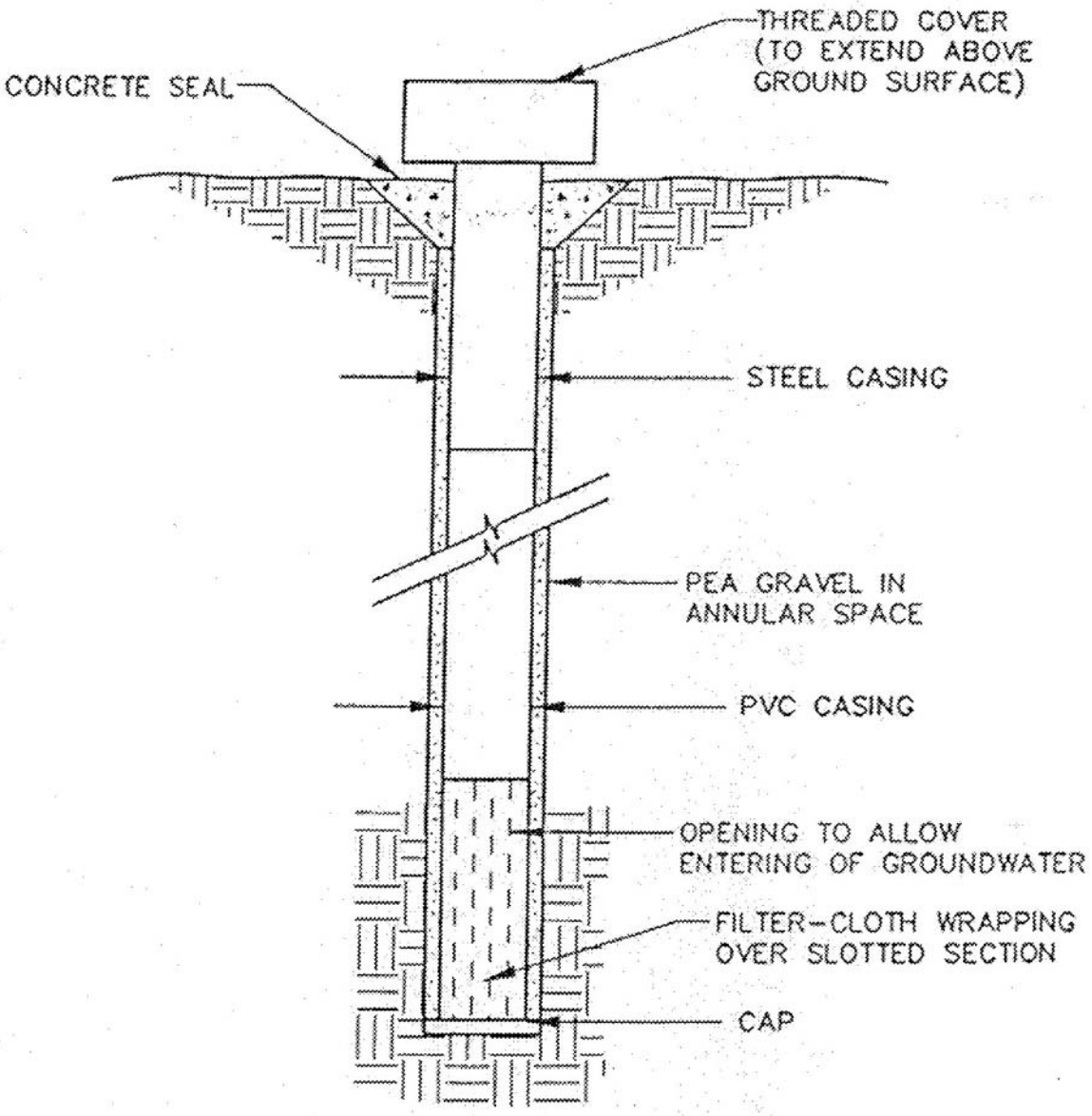
5. Should the line fail this official test, the pressure shall be maintained while a thorough search is made of all possible locations of leakage or other causes of pressure drop. When all such conditions are corrected, the pipe line shall be given another official test and this procedure repeated until satisfactory results are obtained.

B. All leaks developing after the line has been tested and made evident by a showing of water on the ground surface shall be repaired by the Contractor to the satisfaction of the District Inspector regardless of the results of the official test.

C. For record purposes, the “Hydrostatic Test Form” ***(Form 205.5-12)*** or similar form shall be filled out by the Contractor and approved by the District Inspector for each tested segment.

FIGURE 205.5-1

BACKFILL GROUNDWATER GAUGE



INSTALL GAUGE IN BACKFILL NEAR THE MIDPOINT OF A SEWER SECTION. GROUNDWATER LEVEL WITHIN GAUGE SHALL BE DETERMINED BY A METHOD ACCEPTABLE TO THE ENGINEER.

FIGURE 205.5-2

MANHOLE GROUNDWATER GAUGE

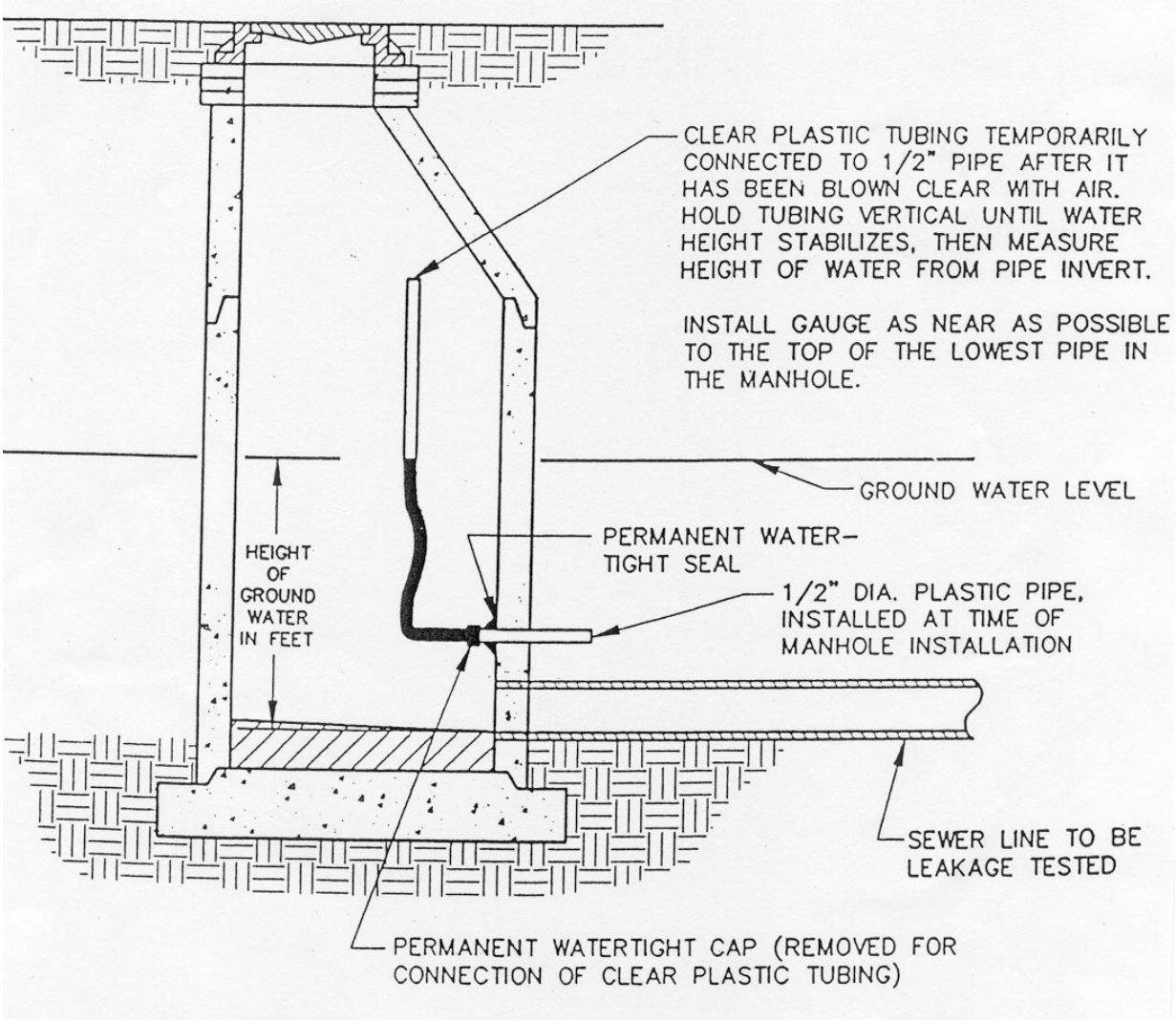


TABLE 205.5-3

MINIMUM SPECIFIED TIME REQUIRED FOR A 1.0 PSIG PRESSURE DROP FOR SIZE AND LENGTH OF PIPE INDICATED

1 Pipe Diameter (in.)	2 Minimum Time (min: sec.)	3 Length for Minimum Time (ft.)	4 Time for Longer Length (sec.)	Specification Time for Length (L) Shown (min:sec)							
				100 ft.	150 ft.	200 ft.	250 ft.	300 ft.	350 ft.	400 ft.	450 ft.
4	3:46	597	0.380 L	3:46	3:46	3:46	3:46	3:46	3:46	3:46	3:46
6	5:40	398	0.854 L	5:40	5:40	5:40	5:40	5:40	5:40	5:42	6:24
8	7:34	298	1.520 L	7:34	7:34	7:34	7:34	7:36	8:52	10:08	11:24
10	9:26	239	2.374 L	9:26	9:26	9:26	9:53	11:52	13:51	15:49	17:48
12	11:20	199	3.418 L	11:20	11:20	11:24	14:15	17:05	19:56	22:47	25:38
15	14:10	159	5.342 L	14:10	14:10	17:48	22:15	26:42	31:09	35:36	40:04
18	17:00	133	7.692 L	17:00	19:13	25:38	32:03	38:27	44:52	51:16	57:41
21	19:50	114	10.470 L	19:50	26:10	34:54	43:37	52:21	61:00	69:48	78:31
24	22:40	99	13.674 L	22:47	34:11	45:34	56:58	68:22	79:46	91:10	102:33
27	25:30	88	17.306 L	28:51	43:16	57:41	72:07	86:32	100:57	115:22	129:48
30	28:20	80	21.366 L	35:37	53:25	71:13	9:02	106:50	124:38	142:26	160:15
33	31:10	72	25.852 L	43:05	64:38	86:10	107:43	129:16	150:43	172:21	193:53
36	34:00	66	30.768 L	51:17	76:55	102:34	128:12	153:50	179:29	205:07	230:46
42	39:48	57	41.883 L	69:48	104:42	139:37	174:30	209:24	244:19	279:13	314:07
48	45:34	50	54.705 L	91:10	136:45	182:21	227:55	273:31	319:06	364:42	410:17
54	51:02	44	69.236 L	115:24	173:05	230:47	288:29	346:11	403:53	461:34	519:16
60	56:40	40	85.476 L	142:28	213:41	284:55	356:09	427:23	498:37	569:50	641:04

Source: Uni-Bell PVC Pipe Association, Practice UNI-B-6-98.

TABLE 205.5-4

INFILTRATION AND EXFILTRATION TESTS
MAXIMUM ALLOWABLE INFILTRATION OR EXFILTRATION BASED ON 100 GALLONS PER DAY PER INCH OF PIPE DIAMETER PER MILE OF PIPE

SEWER PIPE REQUIREMENTS

Nominal Pipe Diameter, Inches	Allowable Infiltration/Exfiltration, Gallons Per Foot of Pipe Per Hour
6	0.0047
8	0.0063
10	0.0079
12	0.0095
15	0.0118
18	0.0142
21	0.0166
24	0.0189
27	0.0213
30	0.0237
36	0.0284
42	0.0331
48	0.0379

MANHOLE REQUIREMENTS

Nominal Manhole Diameter, Inches	Allowable Infiltration/Exfiltration, Gallons Per Vertical Foot Per Hour
48"	0.0379
60"	0.0473
72"	0.0568
84"	0.0663
96"	0.0758
108"	0.0852

TABLE 205.5-5

DEFLECTION TEST DATA
PIPE ASTM SPECIFICATION

Normal Pipe Size, Inches	ASTM D3034[1]		ASTM F679[2]		ASTM D3262[5]
	Base Inside Diameter Inches	5% Deflection Mandrel Inches	Base Inside Diameter, Inches	5% Deflection Mandrel, Inches	Minimum Diameter @ 5% Deflection, Inches
6	5.742	5.45	-	-	-
8	7.665	7.28	-	-	-
10	9.563	9.08	-	-	-
12	11.361	10.79	-	-	11.96
15	13.898	13.20	-	-	-
18	-	-	16.976	16.13	17.41
20	-	-	-	-	19.31
21	-	-	20.004	19.00	-
24	-	-	22.480	21.36	23.09
27	-	-	25.327	24.06	-
30	-	-	-	-	28.69
33	-	-	-	-	30.51
36	-	-	-	-	34.39
42	-	-	-	-	39.99
48	-	-	-	-	45.68

[1] Source: 1991 Handbook of PVC Pipe, Uni-Bell PVC Pipe Association, Table 10.14 and ASTM D3034 Table X1.1 for SDR 35.
[2] Source: 1991 Handbook of PVC Pipe, Uni-Bell PVC Pipe Association, Table 10.15 and ASTM F679 Table X2.1 for T-1
[5] Source: Glass-Fiber Reinforced Thermosetting Resin (GFRTR) Pipe (Hobas Pipe USA, Inc.)

TABLE 205.5-6

VACUUM TESTING MANHOLES (MIN. TEST TIMES)

Manhole Depth (ft.)	Manhole Diameter (in.)								
	30	33	36	42	48	54	60	66	72
	Minimum Test Times (s.)								
8	11	12	14	17	20	23	26	29	33
10	14	15	18	21	25	29	33	36	41
12	17	18	21	25	30	35	39	43	49
14	20	21	25	30	35	41	46	51	57
16	22	24	39	34	40	46	52	58	67
18	25	27	32	38	45	52	59	65	73
20	28	30	35	42	50	53	65	72	81
22	31	33	39	46	55	64	72	79	89
24	33	36	42	51	59	64	78	87	97
26	36	39	46	55	64	75	85	94	15
28	39	42	49	59	69	81	91	101	113
30	42	45	53	65	74	87	98	108	121

Table 1. Minimum test times for various manhole diameters (ASTM C1244-93)

FORM 205.5-7

LOW PRESSURE AIR TEST FORM

1. Municipality: _____ Test No. _____

2. Project Name: _____

3. Location of Sewer: _____

4. Weather Conditions:_____

5. Test Section Description:
   Upstream Manhole No. _____
   Downstream Manhole No. _____
   Pipe Diameter _____ Inches
   Pipe Length _____ Feet

6. Pipe (was) (was not) cleaned before test.

7. Groundwater Level
   Below Pipe ☐
   Above Pipe ☐
   Head of groundwater above pipe invert: _____ feet.
   Pressure increase due to head of groundwater: _____ ft. x 0.43 = _____ psig.
   Provide location and type of groundwater monitors used:

   _____

   _____

8. Minimum Time required for Test Section for 1.0 psig drop:
   _____ minutes _____ seconds

9. Test Data
   Initial Pressure: _____ psig
   Time for Pressure Stabilization: _____ minutes _____ seconds
   Start Test Pressure: _____ psig
   Stop Test Pressure: _____ psig
   Test Pressure Drop: _____ psig
   Actual Test Time: _____ minutes _____ seconds

10. Test Section: pass ☐ fail ☐

11. Signature of Contractor _____ Date _____

12. Signature of Inspector _____ Date _____

FORM 205.5-8

INFILTRATION TEST FORM

1. Municipality: _____ Test No. _____
_____
2. Project Name: _____

3. Location of Sewer: _____

4. Weather conditions: _____

5. Description of Test Section:
   Upstream Manhole No. _____
   Downstream Manhole No. _____
   Pipe Diameter _____ Inches
   Pipe Length _____ Feet

6. Pipe (was) (was not) cleaned before test.

7. Groundwater Level:
   Below Pipe ☐
   Above Pipe ☐
   Head of groundwater above pipe invert: _____ feet.
   Provide location and type of groundwater monitors used:

   _____

   _____

8. Type weir used: _____

9. Time elapsed for infiltrated water to crest weir:
   _____ minutes _____ seconds

10. Head, H, measured: _____ inches

11. Measured infiltration rate calculated using $Q = 3240\ H^{2.5}$ = _____ gallons/day

12. Allowable infiltration rate for test section: _____ gallons/day

13. Test Section: pass ☐ fail ☐

14. Signature of Contractor _____ Date _____

15. Signature of Inspector _____ Date _____

FORM 205.5-9

EXFILTRATION TEST FORM

1. Municipality: _____ Test No. _____
_____
2. Project Name: _____

3. Location of Sewer: _____

4. Weather conditions: _____

5. Test Description:
   Upstream Manhole No. _____ Downstream Manhole No. _____
   Pipe Diameter _____ Inches Pipe Length _____ Feet

6. Pipe (was) (was not) cleaned before test.

7. Groundwater Level: Below Pipe ☐ Above Pipe ☐
   Head of groundwater above pipe invert: _____ feet.
   Provide location and type of groundwater monitors used:
   _____
   _____

8. Method used for imposing hydrostatic pressure head on system:
   upstream manhole ☐ standpipe ☐

9. Saturation period of manhole and pipe: _____ minutes

10. If manhole used for imposing pressure head, complete following:
    Initial water surface elevation: _____ feet _____ inches
    Pressure head on system: _____ psig
    End of test water surface elevation: _____ feet _____ inches
    Elapsed time for test: _____
    Diameter of manhole where water levels were measured: _____
    Volume water loss: _____ gallons
    Actual exfiltration rate: _____ gallons per hour = _____ gpd

11. If standpipe used for imposing pressure head, complete following:
    Pressure head imposed on system: _____ feet _____ inches
    Gallons added during test period: _____
    Elapsed time for test: _____
    Actual exfiltration rate: _____ gallons per day

12. Allowable exfiltration rate for test section _____ gallons per day

13. Test Section: pass ☐ fail ☐

14. Signature of Contractor _____ Date _____

15. Signature of Inspector _____ Date _____

FORM 205.5-11

MANHOLE TEST FORM

1. Municipality: _____ Test No. _____
_____
2. Project Inspector: _____
3. Date of Test: _____
4. Manhole Number or Location: _____
5. Depth of Manhole from Ground: _____ Feet _____ Inch
6. Size(s) of pipe(s) connected: _____
7. Groundwater level measurements:
   a. Type and location of groundwater monitors: _____
   _____
   b. Groundwater level elevation: _____ feet from the top of the manhole
8. Water level after filling the manhole _____ feet _____ inches from top
   at the beginning of test _____ feet _____ inches from top
   at the end of test _____ feet _____ inches from top

   Time elapsed of test: _____
9. Diameter of the manhole where the water level was measured:
   _____ feet _____ inches
10. Total volume lost: _____ gallons
11. Measured leakage rate: _____ gallons/hour
12. Allowable leakage rate: _____
13. Manhole: pass ☐ fail ☐
14. Signature of Contractor _____ Date _____
15. Signature of Inspector _____ Date _____

FORM 205.5-10

SEWER DEFLECTION TEST FORM*

1. Municipality: _____ Test No. _____
_____
2. Project Name: _____
3. Location of Sewer: _____
4. Test Description: _____

   Upstream Manhole No. _____ Downstream Manhole No. _____

   Nominal Pipe Diameter _____ Inches Pipe Length _____ Feet

   Type of Pipe _____

   Base Inside Pipe Diameter _____ Inches
5. Pipe (was) (was not) cleaned before test.
6. Size of Mandrel: _____ Inches
7. Test Section: Pass _____ Fail _____
8. Signature of the Contractor: _____ Date: _____
9. Signature of the Inspector: _____ Date: _____

*** Maximum Allowable Deflection is 5.0%**

FORM 205.5-12

HYDROSTATIC TEST FORM

1. Owner / Municipality: _____ Test No. _____
_____
2. Project Name: _____
3. Location of Force Main: _____
_____
4. Weather conditions: _____
5. Type of Pipe: _____
6. Diameter of Force Main:_____ Inches
7. Length of Force Main Tested:_____ Feet
8. Working Pressure:_____ psi
9. Hydrostatic Test Pressure:_____ psi
10. Duration of above hydrostatic pressure:_____ hours (2 hour minimum required)
11. Amount of Water Pumped into Force main During Hydrostatic Test Period:_____ gph
12. Allowable Leakage:_____ gph
13. Visible Leaks: _____
14. Test Section: Pass _____ Fail_____
15. Signature of the Contractor: _____ Date: _____
16. Signature of the Inspector: _____ Date: _____

FORM 205.5-13

VACUUM TESTING MANHOLE TEST FORM

1. Municipality: _____ Test No. _____
_____
2. Project Inspector: _____
3. Date of Test: _____

4. Manhole Number or Location: _____
5. Manhole Diameter (Inches): _____
6. Approx. Depth of manhole from Rim: _____ Feet _____ Inch
7. Size(s) of pipe(s) connected: _____
8. Temporary Plug(s) installed in pipe(s) connected: ☐
9. Securely brace all connected pipe(s) and plug(s): ☐

10. A vacuum pressure of ___10”___Hg shall be attained

11. Time measured for vacuum pressure to drop to _____9”_____Hg: _____ Seconds

    * Vacuum Testing Manhole (Minimum Test Times) - Table 205.5-6 shall be referenced.

    * (Minimum Test Times are in accordance with ASTM C1244-93)

12. Manhole: pass ☐ fail ☐

13. Signature of Contractor _____ Date _____

14. Signature of Inspector _____ Date _____

FORM 205.5-13

VACUUM TESTING MANHOLE TEST FORM

1. Municipality: _____ Test No. _____
_____
2. Project Inspector: _____
3. Date of Test: _____
4. Manhole Number or Location: _____
5. Manhole Diameter (Inches): _____
6. Approx. Depth of manhole from Rim: _____ Feet _____ Inch
7. Size(s) of pipe(s) connected: _____
8. Temporary Plug(s) installed in pipe(s) connected: ☐
9. Securely brace all connected pipe(s) and plug(s): ☐
10. A vacuum pressure of ___10”___Hg shall be attained
11. Time measured for vacuum pressure to drop to _____9”_____Hg: _____ Seconds

    * Vacuum Testing Manhole (Minimum Test Times) - Table 205.5-6 shall be referenced.

    * (Minimum Test Times are in accordance with ASTM C1244-93)

12. Manhole: pass ☐ fail ☐
13. Signature of Contractor _____ Date _____
14. Signature of Inspector _____ Date _____

TABLE 205.5-6

VACUUM TESTING MANHOLES (MIN. TEST TIMES)									
Manhole Depth (ft.)	Manhole Diameter (in.)								
	30	33	36	42	48	54	60	66	72
	Minimum Test Times (s.)								
8	11	12	14	17	20	23	26	29	33
10	14	15	18	21	25	29	33	36	41
12	17	18	21	25	30	35	39	43	49
14	20	21	25	30	35	41	46	51	57
16	22	24	39	34	40	46	52	58	67
18	25	27	32	38	45	52	59	65	73
20	28	30	35	42	50	53	65	72	81
22	31	33	39	46	55	64	72	79	89
24	33	36	42	51	59	64	78	87	97
26	36	39	46	55	64	75	85	94	15
28	39	42	49	59	69	81	91	101	113
30	42	45	53	65	74	87	98	108	121

Table 1. Minimum test times for various manhole diameters (ASTM C1244-93)

MERRILLVILLE CONSERVANCY DISTRICT

PUBLIC SEWERS

206 LIFT STATIONS

206.1 L.S. DESIGN SUMMARY, ENGINEERING DATA, GENERAL REQUIREMENTS

A. Applicant of a proposed public sewer that is intended to be incorporated into the existing Merrillville Conservancy District sewer system, and that is proposed to include a lift station and force main shall be required to furnish to the District all applicable, requested, or required engineering data in order for the District to review the proposed design, plans, and/or system components.

B. Engineering data and design summary information that is required to be furnished by the Applicant shall include, but shall not be limited to the following:

- Proposed pumps - performance requirements, motor data, pump characteristic curves
- Detail drawings and specifications on the proposed pumps, wet well, lift station, equipment - (catalog cut sheets reflecting characteristics for major items of equipment)
- Calculations and assumptions for sizing the lift station, current and build-out capacities, flow data, etc.
- Any additional design summary and product data required in the following applicable Specification Sections 206.2-206.4.

MERRILLVILLE CONSERVANCY DISTRICT

PUBLIC SEWERS

206 LIFT STATIONS

206.2 SELF-PRIMING SUCTION LIFT PACKAGED LIFT STATION

1.01 SECTION INCLUDES

A. Work under this section includes, but is not limited to, furnishing and installing a factory built duplex pump station with self priming suction lift type pumps for depths of up to a maximum 25 feet, above grade enclosures (Specification Section 206.4), and natural gas engine backup power source, as indicated and specified herein, as necessary for proper and complete performance.

1.02 REFERENCES

A. Publications listed below form part of this specification to extent referenced in the text by basic designation only. Consult latest edition of publication unless otherwise noted.

1. American National Std. Institute (ANSI) / American Water Works Assoc. (AWWA)

a.	ANSI B16.1	Cast iron pipe flanges and flanged fittings.
b.	ANSI/AWWA C115/A21.51	Cast/ductile iron pipe with threaded flanges.
c.	ANSI 253.1	Safety Color Code for Marking Physical Hazards.
d.	ANSI B40.1	Gauges, Pressure and Vacuum.
e.	AWWA C508	Single Swing Check Valves.
f.	AWWA C504	Plug Valves

2. American Society for Testing and Materials (ASTM)

a.	ASTM A48	Gray Iron Castings.
b.	ASTM A126	Valves, Flanges, and Pipe Fittings.
c.	ASTM A307	Carbon Steel Bolts and Studs.
d.	ASTM A36	Structural Steel.

3. Institute of Electrical and Electronics Engineers (IEEE)

a.	ANSI/IEEE Std 100	Standard Dictionary of Electrical Terms.
b.	ANSI/IEEE Std 112	Test Procedure for Polyphase Induction Motors.
c.	IEEE Std 242	Protection of Industrial and Control Power

Systems.

4. National Electric Code (NEC) / National Electrical Manufacturers Assoc. (NEMA)

a.	NEC	National Electric Code.
b.	NEC 701	National Electric Code article 701.
c.	NEMA Std MG1	Motors and Generators.

5. Miscellaneous References

a.	Ten-State Standards	Recommended Standards for Sewage Works.
b.	Hydraulic Institute	Std for Centrifugal, Rotary and Reciprocating Pumps.
c.	NMTBA and JIC Std	National Machine Tool Builders Association and Joint Industrial Council Standards
d.	ISO 9001	International Organization for Standardization.

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1.03 SYSTEM DESCRIPTION

A. Contractor shall furnish and install one factory built, automatic pump station. The station shall be complete with all equipment specified herein, factory assembled on a common steel baseplate.

B. The principal items of equipment shall include two self-priming, horizontal, centrifugal, v-belt motor driven sewage pumps, one water cooled standby engine, valves, and piping. A pump motor control panel with thermal-magnetic circuit breakers, magnetic motor starters, automatic liquid level control systems for normal and standby operation, and internal wiring.

C. Factory built pump station design, including materials of construction, pump features, valves and piping, and motor controls shall be in accordance with requirements listed under PART 2 - PRODUCTS of this section.

1.04 PERFORMANCE CRITERIA

A. Pumps must be designed to handle raw, unscreened, domestic sanitary sewage. Pumps shall have at a minimum 6-inch suction connection, and 3-inch discharge connection. Each pump shall be selected to deliver required flow at a design dynamic discharge head.

B. Station Power Requirements

1. Site power furnished to pump station shall be as necessary to provide required power to pump motors and equipment, maintained within industry standards. Voltage tolerance shall be plus or minus 10 percent. Control voltage shall not exceed 132 volts.

1.05 SUBMITTALS

A. Design Summary and Product Data

1. Prior to fabrication, pump station manufacturer shall submit three (3) copies of the lift station design summary data to the Merrillville Conservancy District for review and approval in accordance with Specification Section 206.1.

2. Design summary and product data shall include shop drawings, the precast concrete wet well, electrical ladder logic drawings, control panel and its different accessories, and support data as follows: Catalog cuts sheets reflecting characteristics for major items of equipment, materials of construction, major dimensions, motor and V-belt drive data, pump characteristic curves showing the design duty point capacity (GPM), head (FT), net positive suction head required (NPSHr) and hydraulic brake horsepower (BHP). Electrical components used in the motor branch and liquid level control shall be fully described.

3. Shop drawings shall provide layout of mechanical equipment and anchor bolt locations for equipment base plate. Pipe penetrations and station access clearances shall be dimensioned relative to the station centerline. The electrical ladder logic drawings shall illustrate motor branch and liquid level control circuits to extent necessary to validate function and integration of circuits to form a complete working system.

B. Operation and Maintenance Manuals

1. Installation shall be performed in accordance with written instructions provided by the pump station manufacturer. Comprehensive instructions supplied at time of shipment shall enable personnel to properly operate and maintain all equipment supplied. Content and instructions shall assume operating personnel are familiar with pumps, motors, piping and valves.

2. Documentation shall be specific to the pump station supplied and collated in functional sections. Each section shall combine to form a complete system manual covering all aspects of equipment supplied by the station manufacturer. Support data for any equipment supplied by others, even if mounted or included in overall station design, shall be provided by those supplying the equipment. Instructions shall include the following as a minimum:

a. Functional description of each major component, complete with operating instructions.

b. Instructions for operating pumps and pump controls in all modes of operation.

c. Calibration and adjustment of equipment for initial start-up, replacement of level control components, or as required for routine maintenance.

d. Support data for commercially available components not produced by the station manufacturer, but supplied in accordance with the specifications, shall be supported by literature from the prime manufacturer and incorporated as appendices.

e. Electrical schematic diagram of the pump station circuits shall be in accordance with NFPA70. Schematics shall illustrate, to the extent of authorized repair, pump motor branch, control and alarm system circuits including interconnections. Wire numbers and legend symbols shall be shown. Schematic diagrams for individual components, not normally repairable by the station operator, need not be included. Details for such parts shall not be substituted for an overall system schematic. Partial schematics, block diagrams, and simplified schematics shall not be provided in lieu of an overall system diagram.

f. Mechanical layout drawing of the pump station and components, prepared in accordance with good commercial practice, shall provide installation dimensions and location of all pumps, valves and piping.

3. Operation and maintenance instructions which rely on vendor cut-sheets and literature which include general configurations, or require operating personnel to selectively read portions of the manual shall not be acceptable. Operation and maintenance instructions must be specific to equipment supplied in accordance with these specifications.

1.06 QUALITY ASSURANCE

A. The manufacturer of the pump station shall have a quality management system in place and shall be ISO 9001 certified.

B. Upon request from the engineer, owner, or the maintenance personnel, the pump station manufacturer shall prove financial stability and ability to produce the station within the specified delivery schedules. Evidence of facilities, equipment and expertise shall demonstrate the manufacturer's commitment to long term customer service and product support.

C. Pump Performance Certifications

1. All internal passages, impeller vanes, and recirculation ports shall pass a 3-inch spherical solid. Smaller internal passages that create a maintenance nuisance or interfere with priming and pump performance shall not be permitted. Upon request from the engineer, manufacturer’s certified drawings showing size and location of the recirculation port(s) shall be submitted for approval.

2. Reprime Performance

a. Consideration shall be given to the sanitary sewage service anticipated, in which debris is expected to lodge between the suction check valve and its seat, resulting in the loss of the pump suction leg, and siphoning of liquid from the pump casing to the approximate center line of the impeller. Such occurrence shall be considered normal, and the pump must be capable of automatic, unattended operation with an air release line installed.

b. During unattended operation, the pump shall retain adequate liquid in the casing to insure automatic repriming while operating at its rated speed in a completely open system. The need for a suction check valve or external priming device shall not be required.

c. Pump must reprime 24 vertical feet at the specified speed and impeller diameter. Reprime lift is defined as the static height of the pump suction above the liquid, while operating with only one-half of the liquid remaining in the pump casing. The pump must reprime and deliver full capacity within five minutes after the pump is energized in the reprime condition. Reprime performance must be confirmed with the following test set-up:

1) A check valve to be installed down stream from the pump discharge flange. The check valve size shall be equal (or greater than) the pump discharge diameter.

2) A length of air release pipe shall be installed between pump and the discharge check valve. This line shall be open to atmosphere at all times duplicating the air displacement rate anticipated at a typical pump station fitted with an air release valve.

3) The pump suction check valve shall be removed. No restrictions in the pump or suction piping will prevent the siphon drop of the suction leg. Suction pipe configuration for reprime test shall incorporate a 2 feet minimum horizontal run, a 90° elbow and vertical run at the specified lift. Pipe size shall be equal to the pump suction diameter.

4) Impeller clearances shall be set as recommended in the pump service manual.

5) Repeatability of performance shall be demonstrated by testing five consecutive reprime cycles. Full pump capacity (flow) shall be achieved within five minutes during each cycle.

6) Liquid to be used for reprime test shall be water.

d. Upon request from the engineer, certified reprime performance test results, prepared by the manufacturer, and certified by a registered professional engineer, shall be submitted for approval prior to shipment.

D. Factory System Test

1. All components including the pumps, motors, engine, valves, piping and controls will be tested as a complete working system at the manufacturer's facility. Tests shall be conducted in accordance with Hydraulic Institute

Standards at the specified head, capacity, rated speed and horsepower. Factory operational test shall duplicate actual performance anticipated for the complete station.

2. Upon request from the engineer, the operational test may be witnessed by the engineer, and/or representatives of his choice, at the manufacturer's facility.

E. The manufacturers technical representative shall inspect the completed installation, correct or supervise the correction of any defect or malfunction, and instruct operating personnel in the proper operation and maintenance of the equipment as described in Part 3 of this section.

1.07 MANUFACTURER'S WARRANTY

A. The pump station manufacturer shall warrant all equipment to be of quality construction, free of defects in material and workmanship. A written warranty shall include specific details described below.

1. Fiberglass components of the station enclosure shall be warranted for 10 years to resist UV damage, corrosion from moisture or corrosive soils, or physical failures occurring in normal service, without the need for special protective coatings, when installed according to the manufacturer's recommendations.

2. The pumping units installed in this station are warranted for a period of five (5) years or 10,000 hours of operation from the time of shipment from the factory. The conditions of this warranty are predicated on factory approved installation and start-up of equipment in permanent municipal wastewater installation.

3. All remaining equipment apparatus and parts furnished shall be warranted for a period of five (5) years, excepting those items that are normally consumed in service such as light bulbs, oil, grease, packing, gaskets, o-rings, etc. The pump station manufacturer shall be solely responsible for the warranty of the station and all components.

B. Components failing to perform as specified by the engineer or owner, or as represented by the manufacturer, or as proven defective in service during the warranty period, shall be replaced, repaired, or satisfactorily modified by the manufacturer without cost of parts or labor to the owner.

D. The warranty shall become effective upon the acceptance by the purchaser or the purchaser's authorized agent.

PART 2 - PRODUCTS

2.01 MANUFACTURER

A. The pump station system integrator shall have a quality management system in place and shall be ISO 9001 certified.

B. In order to unify responsibility for proper operation of the complete pumping station, it is the intent of these Specifications that all system components are furnished by a single supplier (unitary source). The pumping station must be of standard catalog design, totally warranted by the manufacturer. Under no circumstances will a system consisting of parts compiled and assembled by a manufacturer's representative or distributor be accepted.

C. In event the Contractor obtains engineer's approval for equipment substitution, the Contractor shall, at his own expense, make all resulting changes to the enclosures, buildings, piping or electrical systems as required to accommodate the proposed equipment. Revised detail drawings illustrating the substituted equipment shall be submitted to the engineer prior to acceptance.

D. Acceptable pumping station manufacturer shall be Gorman Rupp Pump Co., or an approved equal.

E. Alternate Standby Power Generation – This specification is written based on an automatic starting natural gas powered water-cooled engine that is directly coupled to a pump motor to provide standby power during power outages. Other standby power modules such as standard genset/auto transfer switch arrangements **must be approved by the District** and shall be designed to mount inside the lift station enclosure and sized per the lift station manufacturer recommendations.

2.02 UNIT BASE

The unit base shall be comprised of structural steel with a perimeter flange and reinforcements. Perimeter flange and reinforcements shall be designed to prevent flexing or warping under operating conditions. Perimeter flange shall be drilled for hardware used to secure unit base to concrete pad as shown on the contract drawings. Unit base shall contain provisions for lifting the complete pump unit during shipping and installation.

2.03 PUMP DESIGN

A. The manufacturer of the pumps shall have a quality management system in place and shall be ISO 9001 certified.

B. Pumps shall be horizontal, self-priming centrifugal type, designed specifically for handling raw, unscreened, domestic sanitary sewage. Pump solids handling capability and performance criteria shall be in accordance with requirements listed under PART 1 - GENERAL of this section.

C. Materials and Construction Features

1. Pump casing: Casing shall be cast iron Class 30 with integral volute scroll. Casing shall incorporate following features:

a. Mounting feet sized to prevent tipping or binding when pump is completely disassembled for maintenance.

b. Fill port coverplate, 3 1/2" diameter, shall be opened after loosening a hand nut/clamp bar assembly. In consideration for safety, hand nut threads must provide slow release of pressure, and the clamp bar shall be retained by detent lugs. A Teflon gasket shall prevent adhesion of the fill port cover to the casing.

c. Casing drain plug shall be at least 1 1/4" NPT to insure complete and rapid draining.

d. Liquid volume and recirculation port design shall be consistent with performance criteria listed under PART 1 - GENERAL of this section.

2. Coverplate: Coverplate shall be cast iron Class 30. Design must incorporate following maintenance features:

a. Retained by hand nuts for complete access to pump interior. Coverplate removal must provide ample clearance for removal of stoppages, and allow service to the impeller, seal, wearplate or check valve without removing suction or discharge piping.

b. A replaceable wearplate secured to the coverplate by weld studs and nuts shall be AISI 1015 HRS.

c. In consideration for safety, a pressure relief valve shall be supplied in the coverplate. Relief valve shall open at 75-200 PSI.

d. Two O-rings of Buna-N material shall seal coverplate to pump casing.

e. Pusher bolt capability to assist in removal of coverplate. Pusher bolt threaded holes shall be sized to accept same retaining cap screws as used in rotating assembly.

f. Easy-grip handle shall be mounted to face of coverplate.

3. Rotating Assembly: A rotating assembly, which includes impeller, shaft, mechanical shaft seal, lip seals, bearings, sealplate and bearing housing, must be removable as a single unit without disturbing the pump casing or piping. Design shall incorporate following features:

a. Sealplate and bearing housing shall be cast iron Class 30. Separate oil filled cavities, vented to atmosphere, shall be provided for shaft seal and bearings. Cavities must be cooled by the liquid pumped. Three lip seals will prevent leakage of oil.

1) The bearing cavity shall have an oil level sight gauge and fill plug check valve. The clear sight gauge shall provide easy monitoring of the bearing cavity oil level and condition of oil without removal of the fill plug check valve. The check valve shall vent the cavity but prevent introduction of moist air to the bearings.

2) The seal cavity shall have an oil level sight gauge and fill/vent plug. The clear sight gauge shall provide easy monitoring of the seal cavity oil level and condition of oil without removal of the fill/vent plug.

3) Double lip seal shall provide an atmospheric path providing positive protection of bearings, with capability for external drainage monitoring.

b. Impeller shall be ductile iron, two-vane, semi-open, non-clog, with integral pump out vanes on the back shroud. Impeller shall thread onto the pump shaft and be secured with a lockscrew and conical washer.

c. Shaft shall be AISI 4140 alloy steel unless otherwise specified by the engineer, in which case AISI 17-4 pH stainless steel shall be supplied.

d. Bearings shall be anti-friction ball type of proper size and design to withstand all radial and thrust loads expected during normal operation. Bearings shall be oil lubricated from a dedicated reservoir. Pump designs which use the same oil to lubricate the bearings and shaft seal shall not be acceptable.

e. Shaft seal shall be oil lubricated mechanical type. The stationary and rotating seal faces shall be tungsten titanium carbide alloy. Each mating surface shall be lapped to within three light bands flatness (35 millionths of an inch), as measured by an optical flat under monochromatic light. The stationary seal seat shall be double floating by virtue of a dual O-ring design; an external O-ring secures the stationary seat to the sealplate, and an internal O-ring holds the faces in alignment during periods of mechanical or hydraulic shock (loads which cause shaft deflection, vibration, and axial/radial movement). Elastomers shall be viton. Cage and spring to be AISI 316 stainless steel. Seal shall be oil lubricated from a dedicated reservoir. The same oil shall not lubricate both shaft seal and shaft bearings. Seal shall be warranted in accordance with requirements listed under PART 1 - GENERAL of this section.

f. Pusher bolt capability to assist in removal of rotating assembly. Pusher bolt threaded holes shall be sized to accept same cap screws as used for retaining rotating assembly.

4. Adjustment of the impeller face clearance (distance between impeller and wearplate) shall be accomplished by external means.

a. Clearances shall be maintained by external shimless coverplate adjustment, utilizing collar and adjusting screw design for incremental adjustment of clearances by hand. Requirement of realignment of belts, couplings, etc., shall not be acceptable.

Coverplate shall be capable of being removed without disturbing clearance settings.

b. There shall be provisions for additional clearance adjustment in the event that adjustment tolerances have been depleted from the coverplate side of the pump. The removal of stainless steel shims from the rotating assembly side of the pump shall allow for further adjustment as described above

c. Clearance adjustment which requires movement of the shaft only, thereby adversely affecting seal working length or impeller back clearance, shall not be acceptable.

5. Suction check valve shall be molded Neoprene with integral steel and nylon reinforcement. A blow-out center shall protect pump casing from hydraulic shock or excessive pressure. Removal or installation of the check valve must be accomplished through the coverplate opening, without disturbing the suction piping. Sole function of check valve shall be to save energy by eliminating need to reprime after each pumping cycle. Pumps requiring a suction check valve to assist reprime will not be acceptable.

6. Spool flanges shall be one-piece cast iron, class 30 fitted to suction and/or discharge ports. Each spool shall have one 1-1/4" NPT and one 1/4" NPT tapped hole with pipe plugs for mounting gauges or other equipment.

C. Serviceability

1. The pump manufacturer shall demonstrate to the engineer's satisfaction that consideration has been given to reducing maintenance costs by incorporating the following features.

2. No special tools shall be required for replacement of any components within the pump.

D. Pump Drain Kit

The pump drain kit shall consist of a 10' length of plastic hose with a quick connect female Kamlock fitting on one end of hose and two sets of fittings for pump drains. Each set of fittings for pump drain includes a stainless steel pipe nipple, stainless steel bushing, stainless steel ball valve and an aluminum quick connect male Kamlock fitting.

E. Spare Parts Kit

1. There shall be furnished with the pump station the following minimum spare parts:

a. One spare pump mechanical seal (complete), and with it all gaskets, seals, sleeves, "o"-rings, and packing required to be replaced during replacement of the seal.
b. One set of impeller clearance adjustment shims.

c. One set cover plate "o"-ring.
d. One rotating assembly "o"-ring.

F. Volute Casing Heaters

1. Pump shall be provided with a thermostat mounted to the exterior of the volute casing, and a 150 watt 115 volt electric heater inserted into the interior of the volute by means of a dedicated port. The heater shall be energized at 43+/-3 degrees F to provide heat to the casing and eliminate the possibility of freezing. Heater probes that must be installed through a pump drain port shall not be acceptable. Heater probes that must be installed through a pump drain port shall not be acceptable.

2.04 VALVES AND PIPING

A. Each pump shall be equipped with a full flow type check valve capable of passing a 3" spherical solid. Valve shall be constructed with flanged ends and fitted with an external lever and torsional spring. Valve seat shall be constructed of stainless steel, secured to the body to ensure concentricity, sealed by an O-ring, and shall be replaceable. The valve body shall be cast iron incorporating a clean-out port large enough to allow removal and/or replacement of the valve clapper without removing valve or piping from the line. Valve clapper shall have a molded neoprene seating surface incorporating low pressure sealing rings. Valve hinge pin and internal hinge arm shall be stainless steel supported on each end in brass bushings. Shaft nut shall have double O-rings which shall be shall be easily replaceable without requiring access to interior of valve body. All internal hardware shall be stainless steel. Valve shall be rated at 175 PSI water working pressure, 350 PSI hydrostatic test pressure. Valves other than full flow type or valves mounted in such a manner that prevents the passage of a 3" spherical solid shall not be acceptable.

B. The discharge header shall include a 3-way plug valve to permit either or both pumps to be isolated from the common discharge header. Valves shall have ports designed to pass spherical solids equal to the pumps capability. The plug valve shall be non-lubricated, tapered type. Valve body shall be semi-steel with flanged end connections drilled to 125 pound standard. Valve shall be furnished with a drip-tight shutoff plug mounted in stainless steel bearings, and shall have a resilient facing bonded to the sealing surface. Valve shall be operated with a single lever actuator providing lift, turn, and reseat action. The lever shall be equipped with a locking device to hold the plug in the desired position.

C. Air Release Valves

1. Each pump shall be equipped with one automatic air release valve, designed to permit the escape of air to the atmosphere during initial priming or unattended repriming cycles. Upon completion of the priming or repriming cycle, the valve shall close to prevent recirculation. Valves shall provide visible indication of valve closure, and shall operate solely on discharge pressure. Valves which require connection to the suction line shall not be acceptable.

2. All valve parts exposed to sewage shall be constructed of cast iron, stainless steel, or similar corrosion resistant materials. Diaphragms, if used, shall be fabric-reinforced neoprene or similar inert material.

3. A clean out port, 3 inches or larger in diameter, shall be provided for ease of inspection, clean out, and service.

4. Valves shall be field adjustable for varying discharge heads.

5. Connection of the air release valves to the station piping shall include stainless steel fittings.

D. Piping

1. Flanged header pipe shall be centrifugally cast, ductile iron, complying with ANSI/AWWA A21.51/C115 and class 53 thickness.

2. Flanges shall be cast iron class 125 and Comply with ANSI B16.1.

3. Pipe and flanges shall be threaded and suitable thread sealant applied before assembling flange to pipe.

4. Bolt holes shall be in angular alignment within $1/2^{o}$ between flanges. Flanges shall be faced with a gasket finish.

E. Contractor must insure all pipes connected to the pump station are supported to prevent piping loads from being transmitted to pumps or station piping. Pump station discharge force main piping shall be anchored with thrust blocks where shown on the contract drawings.

2.05 DRIVE UNIT

A. Motors

1. Pump motors shall be appropriately designed (HP, phase, hertz, VAC, ODP, RPM) in conjunction with the lift station pump design, and shall be NEMA design B with cast iron frame with copper windings, induction type, with class F insulation and 1.15 SF for normal starting torque and low starting current characteristics, suitable for continuous service. The motors shall not overload at the design condition or at any head in the operating range as specified.

2. Motors shall be tested in accordance with provisions of ANSI/IEEE Std 112.

3. Motor with engine shall be of a double shaft configuration.

2.06 ENGINE

A. Standby engine shall be a six (6) cylinder, natural gas fueled water cooled type, and shall have continuous duty power rating suitable for the horsepower requirements of the pump, after derating to factors set forth under performance. Engine shall be

cooled by an integral water cooling system capable of maintaining safe engine operating temperature under expected operating loads, and subject to the expected maximum ambient temperatures in the pump station enclosure.

B. Equipment

1. The engine shall be equipped with all controls and components required for manual and automatic operation when used with the engine controls and DC level control system described in these specifications. Such components shall include, but not be limited to, the following:

   a. 12 Volt dc electrical system including starter and alternator
   b. Storage battery, 84 ampere-hour capacity minimum
   c. Elapsed running time meter
   d. Sensors for engine temperature, oil pressure, and overspeed
   e. Critical grade exhaust silencer to limit engine exhaust noise.
   f. Switch for manual operation of the cranking motor, mounted on or near the engine
   g. Voltmeter
   h. Solenoid fuel lock-off valve suitable for use with natural gas or LPG service
   i. Lube oil pressure gauge
   j. Jacket water temperature gauge
   k. Tachometer

2. Engine electrical equipment shall be wired to a terminal board on the engine and pre-wired to the base secured control panel. (Note: If control panel is opted to be shipped loose, connection to matching terminals in the control panel shall be by contractor.)

3. Because the engine shall be required to operate during emergency situations, the following minimum performance standards shall be used for engine selection:

   a. Engine speed shall be controlled by an electronic, governor-controlled throttle which shall maintain the preset speed over the range of expected pumping loads. This speed shall not be less than 1800 rpm to insure adequate cooling, nor more than 3000 rpm so that internal engine wear is held to a minimum. This governed speed shall not be acceptable if it is greater than that speed at which the engine torque and horsepower curves intersect. Engine manufacturer's published performance curves shall be submitted for review to support engine selection.

   b. The engine shall develop approximately 95 percent of manufacturer's published performance after a reasonable run-in period.

   c. For selection of engine size, engine performance shall be derated according to manufacturer's specifications to allow for decreased

performance if installed at elevations more than 1000 feet above sea level.

d. For selection of engine size, engine performance shall be derated according to manufacturer's specifications to allow for decreased performance in an ambient temperature of 100-degrees f, which can reasonably be expected in the pump station.

e. Engine rating shall be further reduced to conform to engine manufacturer's recommendations for continuous service applications.

C. Brake horsepower requirements of pump shall not exceed calculated engine horsepower after derating for power available after run-in, temperature compensation, and altitude compensation.

2.07 DRIVE TRANSMISSION

A. Power shall be transmitted from engine to pump by a v-belt drive assembly through a centrifugal clutch mounted on a jackshaft, which shall be coupled or otherwise interfaced with a shaft extension on the pump motor. Jackshaft shall be constructed of steel, not less than 1 1/2 inches in diameter, and shall be mounted in two pillow blocks furnished with anti-friction roller bearings.

B. Each drive assembly shall have a minimum of two v-belts or one synchronized belt system. Each v-belt drive assembly shall be selected on the basis that adequate power will be transmitted from driver to pump based on the data developed in accordance with drive calculations.

C. Centrifugal clutch shall be designed to remain disengaged until engine has reached some speed greater than idle speed to reduce starting loads. Once engaged, clutch shall be rated to transmit power continuously until engine speed has been reduced below disengagement speed. Clutch shall disengage completely while engine is not operating.

D. Belt guards

1. Pump drive transmissions shall be enclosed on all sides in a guard constructed of any one or combination of materials consisting of expanded, perforated, or solid sheet metal, except that maximum perforated or expanded openings shall not exceed 1/2 inch.

2. Guards shall be manufactured to permit complete removal from the pump unit without interference with any unit component, and shall be securely fastened to the unit base.

3. All metal shall be free of burrs and sharp edges. Structural joints shall be continuously welded. Panels may be riveted to frames with not more than five-inch spacing. Tack welds shall not exceed four-inch spacing.

4. The guard shall be finished with one coat of gray W.R. non-lift primer and one coat of orange acrylic alkyd W.R. enamel in accordance with section 3, Color Definitions of ANSI 253.1; Safety Color Code for Marking Physical Hazards.

2.08 FINISH

A. Pumps, piping, and exposed steel framework shall be cleaned prior to painting. Exposed surfaces to be coated with one coat gray W.R. non-lift primer and one coat white acrylic alkyd W.R. enamel. Paint shall be low VOC, alkyd based, high solids, semi-gloss white enamel for optimum illumination enhancement, incorporating rust inhibitive additives. The finish coat shall be 1.0 to 1.2 MIL dry film thickness (minimum), resistant to oil mist exposure, solvent contact, and salt spray. The factory finish shall allow for over-coating and touch up after final installation.

2.09 ELECTRICAL CONTROL COMPONENTS:

A. The pump station control panel will be tested as an integral unit by the pump station manufacturer. The control panel shall also be tested with the pump station as a complete working system at the pump station manufacturer's facility.

B. The electrical control components shall be provided by the pump station supplier and shall be provided with the following features.

C. Panel Enclosure

1. Enclosure shall be constructed in conformance with applicable section of National Electrical Manufacturers Association (NEMA) standards for type 1 electrical enclosures. Enclosure shall be fabricated of steel having a minimum thickness of not less than 0.075 Inch (14 gauge). All seams shall be continuously welded, and shall be free of burrs and voids. Interior and exterior surfaces shall be white enamel. There shall be no holes through the external walls of the enclosure for mounting the enclosure or any components contained within the enclosure. Panel enclosure up to 60" x 36" x 12" shall be mounted on floor stands and secured to pump base.

2. Enclosure shall be equipped with a door mounted on a continuous steel hinge, and sealed around its perimeter. Door shall be held closed with clamps that are quick and easy to operate. The door shall accommodate the mounting of switches and indicators.

3. Enclosure shall be furnished with a removable back panel, fabricated of steel having a thickness of not less than 0.106 Inch (12 gauge), which shall be secured to the enclosure with collar studs. Such panel shall be of adequate size to accommodate all basic components.

4. All control components shall be securely fastened to a removable back panel with screws and lock washers. Switches, indicators and instruments shall be mounted through the control panel door. Self-tapping screws shall not be

used to mount any components. All connections from the back panel to door mounted or remote devices shall be made through terminal blocks.

5. UL Label Requirement:

Pump station controls shall conform to third party safety certification. The panel shall bear a serialized UL label listed for "Enclosed Industrial Control Panels". The enclosure, and all components mounted on the sub-panel or control cover shall conform to UL descriptions and procedures.

6. Auxiliary Power Transformer:

The lift station shall be equipped with a 3 KVA step-down transformer to supply 115 volt, AC, single phase for the control and auxiliary equipment. The primary and secondary side of the transformer to be protected by a thermal magnetic circuit breaker, sized to meet the power requirements of the transformer. An operating mechanism shall penetrate the control panel door. and a padlockable operator handle shall be secured on the exterior surface. Interlocks must prevent opening the door until circuit breakers are in "OFF" position.

D. Motor Branch Components:

1. Main connections

a. A main terminal block and ground lug shall be furnished for field connection of the electrical supply. The connections shall be designed to accept copper conductors of sufficient size to serve the pump station loads. The main terminal block shall be mounted to allow incoming wire bending space in accordance with article 373 of the National Electric Code (NEC). A separate terminal strip shall be provided for 115 volt, single phase control power and shall be segregated from the main terminal block. Ten percent of the control terminals shall be furnished as spares.

b. All motor branch components shall be of the highest industrial quality. Operating coils of all ac control devices shall be rated for 120 volts, and shall be suitable for use in a voltage range of 108 to 132 volts, 60 hertz.

2. Circuit breakers and operating mechanisms

a. A properly sized heavy duty molded case breaker shall be furnished for each pump motor, and shall have a symmetrical RMS interrupting rating of 85 amperes at 480 volts. All circuit breakers shall be sealed by the manufacturer after calibration to prevent tampering.

b. A padlocking operating mechanism shall be installed on each motor circuit breaker. Operator handles for the mechanisms shall be located on the exterior of the control compartment door, with

interlocks which permit the door to be opened only when circuit breakers are in the "off" position.

3. An open frame, across-the-line, NEMA rated magnetic motor starter shall be furnished for each pump motor. Starters of NEMA size 1 and above shall be designed for addition of at least two auxiliary contacts. Starters rated "0", "00", or fractional sizes shall not be acceptable. Power contacts shall be double-break and made of cadmium oxide silver. All motor starters shall be equipped to provide undervoltage release and overload protection on all three phases. Motor starter contacts shall be easily replaceable without removing the motor starter from its mounted position.

4. Overload relays shall be solid-state block type, having visual trip indication with trip-free operation. Electrically resetting the overload will cause one (1) normally open and one (1) normally closed isolated alarm/control contact to reset, thus re-establishing a control circuit. Trip setting shall be governed by solid-state circuitry and adjustable current setting. Trip classes shall be 10, 15 and 20. Additional features to include phase loss protection, selectable jam/stall protection and selectable ground fault protection.

5. Overload reset pushbuttons shall be mounted through the door of the control panel in such a manner as to permit resetting the overload relays without opening the control panel door.

6. Secondary Lightning Arrestor

   The control panel shall be equipped with a secondary lightning arrestor to minimize damage to the pump motors and control from transient voltage surges. The arrestor shall utilize silicon-oxide varistors encapsulated in a non-conductive housing. The arrestor shall have a current rating of 60,000 Amps, and a Joule rating of 1500.

7. Three Phase Voltage Monitor:

   The control panel shall be equipped to monitor the incoming power and shut down the pump motors when required to protect the motor(s) from damage caused by phase reversal, phase loss, low voltage, and voltage unbalance. An integral time delay shall be provided to minimize nuisance trips. The motor(s) shall automatically restart when power conditions return to normal.

E. Other Control Components:

1. The control circuit shall be fused, and shall be provided with a disconnect switch connected in such a manner as to allow control power to be disconnected from all control circuits.

2. Pump mode selector switches shall be connected to permit manual start and manual stop of each pump motor individually. Manual operation shall override shutdown systems supplied with the level control system except motor overload.

3. Pump sequence selector switch shall permit selection of automatic pump alternation, or selection of either pump to run as lead pump for each cycle.

4. A selector switch shall provide manual alternation of the air pumps in the bubbler system. The switch shall be connected in such a manner that either pump may be selected to operate continuously.

5. A pushbutton switch shall be provided to silence one of the 115 volt AC alarm circuits while corrective actions are underway. Depressing the alarm silence pushbutton shall also cause the high water alarm circuit (low water alarm optional) to reset when the liquid level has been lowered.

6. High pump temperature shutdown circuit

   a. The control panel shall be equipped with circuitry to override the level control system and shut down the pump motor(s) when required to protect the pump from damage caused by excessive temperature.

   b. A thermostat shall be mounted on each pump to detect its temperature. If the pump temperature should rise to a level which could cause pump damage, the thermostat shall cause the shutdown circuit to drop out the motor starter. An indicator, visible on the front of the control panel shall indicate that the pump motor has been stopped because of a high temperature condition. The pump shall remain locked out until the pump has cooled and the circuit has been manually reset. Automatic reset of such a circuit shall not be acceptable.

7. Six digit elapsed time meters (non-reset type) shall be connected to each pump motor starter to indicate the total running time of each pump in "hours" and "tenths of hours".

8. A duplex ground fault indicating utility receptacle providing 115 VAC, 60 hertz, single phase current shall be mounted on the side of the control enclosure. Receptacle circuit shall be protected by a 15 ampere thermal-magnetic circuit breaker.

9. Indicating lights shall be oil tight type and equipped with integral step-down transformers for long lamp life. Lamps shall be LED type. Lamps shall be replaceable from the front without opening the control panel door and without the use of tools. Indicating lights will be provided for the following functions:

   a. Pump #1 high pump temperature shutdown
   b. Pump #2 high pump temperature shutdown
   c. High wet well level
   d. Alarm silenced
   e. Pump #1 run
   f. Pump #2 run
   g. Engine low oil pressure
   h. Engine high temperature
   i. Engine overspeed
   j. Engine overcrank
   k. 115 volt power available

F. Wiring

1. The pump station components, as furnished by the manufacturer, shall be completely pre-wired. (Note: If control panel is opted to be shipped loose, the pump station as furnished by the manufacturer shall be completely pre-wired except for the power feeder lines and final connections to pump motors, engine, and remote alarm devices. The interconnecting wire, conduit, and other materials required shall be furnished and installed by the electrical contractor.)

2. All wiring, workmanship, and schematic wiring diagrams shall be in compliance with applicable standards and specifications for industrial controls set forth by the Joint Industrial Council (JIC), National Machine Tool Builders Association (NMTBA), and the National Electric Code (NEC).

3. All user serviceable wiring shall be type MTW or THW, 600 volts, and shall be color coded as follows:

a.	Line and load circuits, AC or DC power	black
b.	AC control circuit less than line voltage	red
c.	DC control circuit	blue
d.	Interlock control circuit, from external source	yellow
e.	Equipment grounding conductor	green
f.	Current carrying ground	white
g.	Hot with circuit breaker open	orange

4. Wire identification and sizing

   a. Control circuit wiring inside the panel, with the exception of internal wiring of individual components, shall be 16 gauge minimum, type MTW or THW, 600 volts. Wiring in conduit shall be 14 gauge minimum. Motor branch wiring shall be 10 gauge minimum.

   b. Motor branch conductors and other power conductors shall not be loaded above 60-degree C temperature rating, on circuits of 100 amperes or less, nor above 75-degree C on circuits over 100 amperes. Wires shall be clearly numbered at each end in conformance with applicable standards. All wire connectors in the control panel shall be of the ring tongue type with nylon insulated shanks. All wires on the sub-plate shall be bundled and tied. All wires extending from components mounted on door shall be terminated on a terminal block mounted on the back panel. All wiring outside the panel shall be installed in conduit.

5. Control conductors connecting components mounted on the enclosure door shall be bundled and tied in accordance with good commercial practice. Bundles shall be made flexible at the hinged side of the enclosure. Adequate length and flex shall be allowed so that the door can swing to its full open position without undue mechanical stress or abrasion on the conductors or insulation. Bundles shall be clamped and held in place with mechanical fastening devices on each side of the hinge.

G. Conduit requirements are as follows:

1. All conduit and fittings shall be UL listed.

2. Liquid tight flexible metal conduit shall be constructed of a smooth, flexible galvanized steel core with smooth abrasion resistant, liquid tight, polyvinyl chloride cover.

3. Conduit shall be supported in accordance with articles 346, 347, and 350 of the National Electric Code.

4. Conduit shall be sized according to the National Electric Code.

H. Grounding

1. The pump station manufacturer shall ground all electrical equipment to the enclosure back panel. The mounting surface of all ground connections shall have any paint removed before making final connections.

2. The contractor shall provide an earth driven ground connection to the control panel at the main ground lug in accordance with the National Electric Code (NEC).

2.10 LIQUID LEVEL CONTROL SYSTEM

A. The manufacturer of the liquid level control system shall have a quality management system in place and shall be ISO 9001 certified.

B. Pump station shall operate on utility power while such power is available, except for exercise periods as specified herein. When operating on utility power, operation of pumps and motors shall be controlled by the level control system as specified herein. During a failure of utility power and during exercise periods, operation of the pump with the standby engine shall be controlled by the level control system and engine control system specified herein. Transfer from AC control and to DC control shall occur as follows.

1. Relays and other controls shall be provided to accomplish the following functions:

a. Time delay after failure of utility power before transfer from AC control to DC control. Relay shall be manually adjustable from 0.2 To 60 seconds.

b. Time delay after restoration of utility power before transfer from DC control to AC control. Relay shall be manually adjustable from 0 to 30 minutes.

c. Automatic override of time delay after power restoration, upon occurrence of: engine or engine control failure as specified under engine control system.

d. Manual override of time delay on restoration of normal power. Momentary pushbutton or similar device shall be acceptable.

e. Time delay after transfer from DC control to AC control before application of AC power to motor of pump with standby engine. Such relay shall be preset at approximately 15 seconds to permit engine to stop completely before motor is started.

f. Indicate the presence of utility power. Such indicator shall be the press-to-test type to permit the operator to verify failure of utility power.

2. These functions and interlocks shall be applicable only to the motor of the pump furnished with the standby engine. No hindrance shall be included for the motor starter and motor branch circuit for the pump which does not have the standby engine. Immediately upon restoration of utility power after power interruption, and during exercise periods, the pump which does not have the standby engine shall be permitted to run if operation of that pump is required by the AC control system.

C. Controls shall be provided to cause regular use of the DC control system and standby engine. Such exercise of standby components shall occur to maintain these components in a ready condition, and to discover malfunctions before emergency conditions arise.

1. Exercise periods shall be established by a manually adjustable exercise timer. Timer shall provide a 7-day timing cycle, and shall permit the selection of one or more exercise periods of 15 minute duration, or multiples thereof, which shall repeat every 7 days.

2. During exercise periods, timer shall simulate a loss of utility power to transfer circuits described herein. After transfer from AC control to DC control, the DC control system shall operate the pump with the standby engine through the engine control system as described in these specifications.

3. If the standby engine is operating at the end of the exercise period, it shall continue to operate until one of the following conditions occurs:

a. The DC control system stops the engine through the engine control system, or

b. The delay on restoration of utility power relay times out.

4. Upon occurrence of either of these conditions, operation of the engine shall cease and revert to control by the AC control system.

5. During exercise periods, utility power shall remain available to the motor of the pump which does not have the standby engine.

D. LIQUID LEVEL CONTROL (AC/DC)

1. The integral AC/DC level control system shall start and stop the pump motors/engine in response to changes in wet well level, as set forth herein.

2. The DC control system shall start and stop the standby engine through the engine control system and in response to changes in the wet well liquid level during a failure of utility power and during exercise periods.

3. The level control system shall be capable of operating as an air bubbler type level control system.

4. The level control system shall be designed to accomplish the following tasks:

   a. Continuously monitor the level of liquid in the wet well.

   b. Start and stop pump motors/engine as required by the level of liquid in the wet well.

   c. Select the sequence of pump operation upon operator command for automatic alternation.

   d. Provide alarm indications upon occurrence of predetermined malfunctions.

   e. Upon restoration of utility power after a power outage, the system shall delay the application of power to the engine driven pump, by a length of time that has been preselected by the operator.

5. The level control system shall utilize the alternator relay to select first one pump, then the second pump, to run as lead pump for a pumping cycle. Alternation shall occur at the end of a pumping cycle.

6. The level control system shall utilize an electronic pressure switch which shall continuously monitor the wet well level, permitting the operator to read wet well level at any time. Upon operator selection of automatic operation, the electronic pressure switch shall start the motor for one pump when the liquid level in the wet well rises to the "lead pump start level". When the liquid is lowered to the "lead pump stop level", the electronic pressure switch shall stop this pump. These actions shall constitute one pumping cycle. Should the wet well level continue to rise, the electronic pressure switch shall start the second pump when the liquid reaches the "lag pump start level" so that both pumps are operating. These levels shall be adjustable as described below.

   a. The electronic pressure switch shall include integral components to perform all pressure sensing, signal conditioning, EMI and RFI suppression, DC power supply and 120 volt outputs. Comparators shall be solid state, and shall be integrated with other components to perform as described below.

   b. The electronic pressure switch shall be capable of operating on a supply voltage of 12VDC in an ambient temperature range of -10 degrees C (14 degrees F) through 55 degrees C (131 degrees F). Control range shall be 0 to 12.0 feet of water with an overall repeat accuracy of (plus/minus) 0.1 feet of water. Memory shall be retained using a non-volatile lithium battery back-up.

   c. The electronic pressure switch shall consist of the following integral components: pressure sensor, display, electronic comparators and output relays.

1) The internal pressure sensor shall be a strain gauge transducer and shall receive an input pressure from the air bubbler system. The transducer shall convert the input to a proportional electrical signal for distribution to the display and electronic comparators. The transducer output shall be filtered to prevent control response to level pulsations or surges. The transducer range shall be 0-15 PSI, temperature compensated from -40 degrees C (-40 degrees F) through 85 degrees C (185 degrees F), with a repeat accuracy of (plus/minus) 0.25% full scale about a fixed temperature. Transducer overpressure rating shall be 3 times full scale.

2) The electronic pressure switch shall incorporate a digital back lighted LCD panel display which, upon operator selection, shall indicate liquid level in the wet well, and the preset start and stop level for both lead and lag pump. The display shall include twenty (20), 0.19" high alpha-numeric characters calibrated to read out directly in feet of water, accurate to within one-tenth foot (0.1 foot), with a full scale indication of not less than 12 feet. The display shall be easily convertible to indicate English or metric units.

3) Level adjustments shall be electronic comparator set-points to control the levels at which the lead and lag pumps start and stop. Each of the level settings shall be easily adjustable with the use of membrane type switches, and accessible to the operator without opening any cover panel on the electronic pressure switch. Controls shall be provided to permit the operator to read the selected levels on the display. Such adjustments shall not require hard wiring, the use of electronic test equipment, artificial level simulation or introduction of pressure to the electronic pressure switch.

4) Each output relay in the electronic pressure switch shall be solid state. Each relay input shall be optically isolated from its output and shall incorporate zero crossover switching to provide high immunity to electrical noise. The "ON" state of each relay shall be indicated by illumination of a light emitting diode. The output of each relay shall be individually fused providing overload and short circuit protection. Each output relay shall have an inductive load rating equivalent to one NEMA size 4 contactor. A pilot relay shall be incorporated for loads greater than a size 4 contactor.

d. The electronic pressure switch shall be equipped with an output board which shall include LED status indicators and a connector with cable for connection to the main unit.

e. The electronic pressure switch shall be equipped with pump start delay(s) preset at a fixed delay time of five (5) seconds.

f. Circuit design in which application of power to the lag pump motor starter is contingent upon completion of the lead pump circuit shall not be acceptable.

g. The electronic pressure switch shall be equipped with a simulator system capable of performing system cycle testing functions.

h. The electronic pressure switch shall be capable of controlling liquid levels in either a pump up or pump down application.

i. The electronic pressure switch shall be equipped with a security access code to prevent accidental set-up changes and provide liquid level set-point lock-out.

j. The electronic pressure switch shall be equipped with one (1) 0-33 ft. W.C. input, one (1) scalable analog input of either 0-5VDC, 0-10VDC, or 4-20mA, and one (1) 4-20mA scalable output. Output is powered by 10VDC supply. Load resistance for 4-20mA output shall be 100-400 ohms.

k. The electronic pressure switch shall include a DC power supply to convert 120VAC control power to 12VDC EPS power. The power supply shall be 500 mA (6W) minimum and be UL listed Class II power limited power supply.

l. The electronic pressure switch shall be equipped with an electronic comparator and solid state output relay to alert maintenance personnel to a high liquid level in the wet well. In the event that the wet well liquid reaches a preset high water alarm level the alarm output relay shall energize a signal relay. The signal relay shall complete a 12 volt DC circuit for an external alarm device. An indicator, visible on the front of the control panel, shall indicate that a high wet well level exists. The alarm signal shall be maintained until the wet well level has been lowered and the circuit has been manually reset. High water alarm shall be furnished with a dry contact wired to terminal blocks.

m. The electronic pressure switch shall be equipped with an electronic comparator and solid state output relay to start and stop the standby engine in response to changes in wet well level during a failure of utility power and during exercise periods.

o. An alarm silence pushbutton and relay shall be provided to permit maintenance personnel to de-energize the audible alarm device while corrective actions are under way. After silencing the alarm device, manual reset of the alarm condition shall clear the alarm silence relay automatically. The pushbutton shall be oil tight design with contacts rated NEMA A300 minimum.

E. Air Bubbler System (AC/DC)

1. The level control system shall be the air bubbler type, containing air bubbler piping which extends into the wet well. A pressure sensor contained within

the electronic pressure switch shall sense the air pressure in this piping to provide wet well level signals for the remainder of the level control system.

2. The AC control shall include two vibrating reed, industrial rated, air pumps to deliver free air at a rate of approximately 5 cubic feet per hour and a pressure not to exceed 7 psi. Liquid level control systems utilizing air compressors delivering greater quantities of air at higher pressures, requiring pressure reducing valves, air storage reservoirs, and other maintenance nuisance items will not be acceptable. A selector switch shall be furnished to provide manual alternation of the air pumps. The switch shall be connected in such a manner that either pump may be selected to operate continuously. The selector switch shall be oil-tight design with contacts rated NEMA A300 minimum.

3. The DC control shall include one 12 volt DC air pump to deliver free air at a rate of approximately 5 cubic feet per hour and a pressure not to exceed 7 PSI. Such pump shall be energized when the standby level control system is operating, and shall deliver air to the air piping and air bell utilized by the AC control system. Operating power for the air pump shall be provided by the storage battery furnished with the standby engine.

4. An air bell constructed of PVC 3 inches in diameter shall be provided for installation at the outlet of the air bubbler line in the wet well. The air bell shall have a 3/8" NPT tapped fitting for connection to the bubbler line.

5. An air flow indicator gauge shall be provided and connected to the air bubbler piping to provide a visual indication of rate of flow in standard cubic feet per hour.

6. Alarm Light (External)

   Station manufacturer will supply one 12 VDC alarm light fixture with vapor-tight shatter resistant red globe, conduit box, and mounting base. The design must prevent rain water from collecting in the gasketed area of the fixture, between the base and globe. The alarm light will be shipped loose for installation by the contractor.

7. Alarm Flasher

   The alarm light circuit shall be equipped with a repeat cycle timer causing the alarm light to flash. Flash rate shall be approximately 1 second. (1/2 second on and off).

F. Engine Control System

1. The engine control system shall be designed to accomplish the following tasks:

   a. Permit the operator to select mode of engine operation, providing manual start and stop of the engine to override the level control system and cranking circuit if required.

   b. Crank the engine upon start command from the level control system, and stop the engine upon a stop command.

c. Stop the cranking sequence if the engine fails to start after a reasonable number of attempts, and provide an alarm indication of failure to start.

d. While the engine is operating, continuously monitor engine speed, temperature and oil pressure.

e. Stop the engine for excessive speed, excessive engine water temperature, or insufficient oil pressure, and provide an alarm indication of shutdown and its cause, and shall

f. Maintain the charge on the engine storage battery.

g. Shutdown features shall be wired to the terminal strip to provide a general alarm indication.

2. Upon operator selection of automatic operation, when the standby level control system provides a start command, the engine control system shall start the engine cranking motor for a short period of time. If the engine does not start, the system shall stop the cranking motor for a short period of time, then resume cranking. Typically, 5 10-second cranking periods, each followed by a 10-second rest period, should be considered a reasonable effort to start the engine. When the engine starts, a sensor on the engine or elsewhere in the system shall stop the cranking cycle and reset the cranking circuit for the next start.

3. If the engine does not start within the preset number of attempts, the cranking circuit shall be de-energized, a failure to start indicator on the control panel shall be illuminated, and an external alarm device shall be energized. Control of the pump with the standby engine shall be returned to the AC control system.

4. Once the engine has started normally, the engine control system shall monitor engine speed, cylinder head temperature , and oil pressure. Upon engine failure from any cause, system shall provide an alarm indication, illuminate an indicator, and energize and external alarm device as specified below.

5. During periods when the DC control system is fully operative, a battery charger shall continuously charge the engine storage battery.

6. Mode of engine operation

a. Switches or other devices shall be provided and connected to perform as follows:

1) When automatic operation is selected, engine shall start and stop under control of the engine control system.

2) When manual operation is selected, engine cranking motor shall be controlled by a manual pushbutton or other device on the engine. Once started, engine shall run until off is selected.

3) Operator can stop engine if it is running, and prevent it from starting during maintenance or repair.

b. Engine failure circuits shall stop the engine, illuminate a labeled indicator on the control panel, and energize an external alarm device for each of the following conditions:

1) Engine speed exceeds maximum overspeed setting.

2) Engine temperature exceeds safe operating temperature as specified by the engine manufacturer.

3) Engine oil pressure falls below engine manufacturer's specified recommendations. System must override or bypass this function during cranking and several seconds after starting to permit engine to build up oil pressure.

7. Engine control system shall be furnished with one battery charger, designed and connected to operate on 115 volts, AC 60 hertz to maintain the charge on the 12 volt DC storage battery supplied with the engine. Battery charger shall incorporate the following design features:

a. Automatic charge sensing and charging rate adjustment circuit.

b. Integral current limit circuit to limit charging rate.

c. Charging rate ammeter.

d. Fuse for protection of charging circuit.

8. Operating power for the engine control system, except the battery charger, shall be provided by the storage battery furnished with the standby engine.

2.11 DIGITAL COMMUNICATION SYSTEM

A. The monitoring Remote Terminal Unit (RTU) shall be enclosed in a NEMA 1 enclosure. The RTU shall be powered by 12 volts AC and have a built in battery backup capable of keeping the RTU powered for 40 hours in case of primary AC failure. All terminations inside the RTU enclosure shall be low voltage AC or DC (28 volts or less). The RTU shall have two (2) analog, 10-bit resolution, 4-20ma or 0-5 vdc inputs, with four (4) alarm thresholds per input. The RTU shall have built in AC failure and low battery detection. The RTU shall have eight (8) digital inputs of which up to three (3) shall be capable of recording pump runtimes in one (1) minute resolution. The RTU shall have at least three (3) remotely controllable relay outputs. The RTU shall have up to two (2) optional pulse counting totalizers of which one can be programmed to report every 15 minutes. The RTU shall have a built in electronic key or card reader, which can be used to securely put the RTU in/out of alarm reporting mode and/or to accept in progress, alarms. The RTU shall produce an audible noise to indict to the operator that the key or card has been successfully read.

B. The RTU shall be capable of reporting alarms and all supervisory information to a password protected customer web site, an Open Protocol Device (OPC) compliant

Human Machine Interface (HMI) software package or both. The web site or HMI software package shall be capable of displaying all RTU alarms and supervisory data. This to include alarms, individuals accepting alarms, RTU electronic key/card reads with user names and time of read, pump run times with historical graphs, individual pump flow estimates, automatic daily analysis of pump runtimes for abnormalities with automatic customer notification of such abnormalities, pump starts, hourly analysis of excess pump starts with automatic notifications of excess pump starts, daily radio health checks with automatic notification of non-reporting or poorly reporting RTU's, scaled and labeled pulse totalizations and if rainfall gauges are used, inter-day rainfall graphs. The customer web site or HMI software package shall be capable of reporting alarms via phone dialup, numeric pager dialup, alpha numeric pager, fax or email or any combination of the above. The customer web site or HMI software shall produce an audit report of every alarm or notification event with accurate results of all notification attempts. The customer web site or HMI software shall produce and deliver weekly reports which summarize alarms and responses, pump runtimes and flow estimates and all electronic key or card uses at the RTU sites.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Contractor shall off-load equipment at installation site using equipment of sufficient size and design to prevent injury or damage. Station manufacture shall provide written instruction for proper handling. Immediately after off-loading, contractor shall inspect complete pump station and appurtenances for shipping damage or missing parts. Any damage or discrepancy shall be noted in written claim with shipper prior to accepting delivery. Validate all station serial numbers and parts lists with shipping documentation. Notify the manufacturer's representative of any unacceptable conditions noted with shipper.

3.02 INSTALLATION

A. Install, level, align, and lubricate pump station as indicated on project drawings. Installation must be in accordance with written instructions supplied by the manufacture at time of delivery.

B. Suction pipe connections are vacuum tight. Fasteners at all pipe connections must be tight. Install pipe with supports and thrust blocks to prevent strain and vibration on pump station piping. Install and secure all service lines (level control, air release valve or pump drain lines) as required in wet well.

C. Check motor and control data plates for compatibility to site voltage. Install and test the station ground prior to connecting line voltage to station control panel.

D. Prior to applying electrical power to any motors or control equipment, check all wiring for tight connection. Verify that protective devices (fuses and circuit breakers) conform to project design documents. Manually operate circuit breakers and

switches to ensure operation without binding. Open all circuit breakers and disconnects before connecting utility power. Verify line voltage, phase sequence and ground before actual start-up.

3.03 FIELD QUALITY CONTROL

A. Operational Test

1. Prior to acceptance by owner, an operational test of all pumps, drives, and control systems shall be conducted to determine if the installed equipment meets the purpose and intent of the specifications. Tests shall demonstrate that all equipment is electrically, mechanically, structurally, and otherwise acceptable; it is safe and in optimum working condition; and conforms to the specified operating characteristics.

2. After construction debris and foreign material has been removed form the wet well, contractor shall supply clear water volume adequate to operate station through several pumping cycles. Observe and record operation of pumps, suction and discharge gage readings, ampere draw, pump controls, and liquid level controls. Check calibration of all instrumentation equipment, test manual control devices, and automatic control systems. Be alert to any undue noise, vibration or other operational problems.

B. Manufacturers Start-up Services

1. Coordinate station start-up with manufactures technical representative. The representative or factory service technician will inspect the completed installation. He will calibrate and adjust instrumentation, correct or supervise correction of defects or malfunctions, and instruct operating personnel in proper operation and maintenance procedures.

3.04 CLEANING

A. Prior to acceptance, inspect interior and exterior of pump station for dirt, splashed material or damaged paint. Clean or repair accordingly. Remove from the job site all tools, surplus materials, scrap and debris.

3.05 PROTECTION

A. The pump station should be placed into service immediately. If operation is delayed, the station shall be stored and maintained per manufacturers written instructions.

MERRILLVILLE CONSERVANCY DISTRICT

PUBLIC SEWERS

206 LIFT STATIONS

206.3 SUBMERSIBLE TYPE PACKAGED LIFT STATION

1.01 SECTION INCLUDES

A. Work under this section includes, but is not limited to, furnishing and installing a factory built duplex pump station with submersible type pumps including above grade enclosure, as indicated and specified herein, as necessary for proper and complete performance.

1.2. REFERENCES

A. Publications listed below form part of this specification to extent referenced in the text by basic designation only. Consult latest edition of publication unless otherwise noted.

1. American National Std. Institute (ANSI) / American Water Works Assoc. (AWWA)

a. ANSI B16.1	Cast iron pipe flanges and flanged fittings.
b. ANSI/AWWA	C115/A21.51Cast/ductile iron pipe with threaded flanges.
c. ANSI 253.1	Safety Color Code for Marking Physical Hazards.
d. ANSI B40.1	Gauges, Pressure and Vacuum.
e. AWWA C508	Single Swing Check Valves.
f. AWWA C504	Plug Valves

2. American Society for Testing and Materials (ASTM)

a. ASTM A48	Gray Iron Castings.
b. ASTM A126	Valves, Flanges, and Pipe Fittings.
c. ASTM A307	Carbon Steel Bolts and Studs.
d. ASTM A36	Structural Steel.

3. Institute of Electrical and Electronics Engineers (IEEE)

a. ANSI/IEEE Std 100	Standard Dictionary of Electrical Terms.
b. ANSI/IEEE Std 112	Test Procedure for Polyphase Induction Motors.
c. IEEE Std 242	Protection of Industrial and Control Power Systems.

4. National Electric Code (NEC) / National Electrical Manufacturers Assoc. (NEMA)

a. NEC	National Electric Code.
b. NEC 701	National Electric Code article 701.
c. NEMA Std MG1	Motors and Generators.

5. Miscellaneous References

a. Ten-State Standards	Recommended Standards for Sewage Works.
b. Hydraulic Institute	Std for Centrifugal, Rotary and Reciprocating Pumps.
c. NMTBA and JIC Std	National Machine Tool Builders Association and Joint Industrial Council Standards
d. ISO 9001	International Organization for Standardization.

1.3. SYSTEM DESCRIPTION

A. The contractor shall furnish and install one factory built automatically controlled above ground submersible pump station package capable of handling raw unscreened sewage or similar liquids.

B. The pumps and mechanical slide rail accessories shall be installed in the wet well and indicated on the proposed plans. The pump control panel, liquid level control, valves and piping shall be installed within a factory built fiberglass enclosure.

C. Factory built pump station design, including materials of construction, pump features, valves and piping, and motor controls shall be in accordance with requirements listed under PART 2 - PRODUCTS of this section.

1.4. PERFORMANCE CRITERIA

A. Each pump must be designed to handle raw, unscreened, domestic sanitary sewage. Pumps shall be capable of passing a 3-inch solid. Each pump shall be selected to deliver required flow at a design dynamic discharge head.

B. Site power furnished to pump station shall be as necessary to provide required power to pump motors and equipment, maintained within industry standards. Voltage tolerance shall be plus or minus 10 percent. Control voltage shall not exceed 132 volts.

1.5. SUBMITTALS

A. Design Summary and Product Data

1. Prior to fabrication, pump station manufacturer shall submit three (3) copies of the lift station design summary data to the Merrillville Conservancy District for review and approval, in accordance with Specification Section 206.1.

2. Design Summary and product data shall include shop drawings, electrical ladder logic drawings, and support data as follows: Catalog cut sheets reflecting characteristics for major items of equipment, materials of construction, major dimensions, motor data, pump characteristic curves showing the design duty point capacity (GPM), head (FT), and hydraulic brake horsepower (BHP). Electrical components used in the motor branch and liquid level control shall be fully described.

3. Shop drawings shall provide layout of mechanical equipment and anchor bolt locations for slide rail components. Pipe penetrations and station access clearances shall be dimensioned relative to the station centerline. The electrical ladder logic drawings shall illustrate motor branch and liquid level control circuits to extent necessary to validate function and integration of circuits to form a complete working system.

B. Operation & Maintenance Manuals

1. Installation shall be in accordance with written instructions provided by the pump station manufacturer. Comprehensive instructions supplied at time of shipment shall enable personnel to properly operate and maintain all equipment supplied. Content and instructions shall assume operating personnel are familiar with pumps, motors, piping and valves, but lack experience on exact equipment supplied.

2. Documentation shall be specific to the pump station supplied and collated in functional sections. Each section shall combine to form a complete system manual covering all aspects of equipment supplied by the station manufacturer. Support data for any equipment supplied by others, even if mounted or included in overall station design, shall be provided by those supplying the equipment. Instructions shall include the following as a minimum:

    a. Functional description of each major component, complete with operating instructions.

    b. Instructions for operating pumps and pump controls in all modes of operation.

    c. Calibration and adjustment of equipment for initial start-up, replacement of level control components, or as required for routine maintenance.

    d. Support data for commercially available components not produced by the station manufacturer, but supplied in accordance with the specifications, shall be supported by literature from the prime manufacturer and incorporated as appendices.

    e. Electrical schematic diagram of the pump station circuits shall be in accordance with NFPA70. Schematics shall illustrate, to the extent of authorized repair, pump motor branch, control and alarm system circuits including interconnections. Wire numbers and legend symbols shall be shown. Schematic diagrams for individual components, not normally repairable by the station operator, need not be included. Details for such parts shall not be substituted for an overall system schematic. Partial schematics, block diagrams, and simplified schematics shall not be provided in lieu of an overall system diagram.

    f. Mechanical layout drawing of the pump station and components, prepared in accordance with good commercial practice, shall provide installation dimensions and location of all pumps, valves and piping.

3. Operation and maintenance instructions which rely on vendor cut-sheets and literature which include general configurations, or require operating personnel to selectively read portions of the manual shall not be acceptable. Operation and maintenance instructions must be specific to equipment supplied in accordance with these specifications.

1.6. QUALITY ASSURANCE

A. The pumps and pump station manufacturer must be certified to ISO 9001 by an accredited certification agency.

B. Upon request from the District, or the District Engineer, the pump station manufacturer shall prove financial stability and ability to produce the station within the specified delivery schedules. Evidence of facilities, equipment and expertise shall demonstrate the manufacturer's commitment to long term customer service and product support.

C. All pump openings and passages shall be of adequate size to pass 3.15" diameter spheres (minimum) and any trash or stringy material which can pass through an average house collection system.

D. The manufacturer’s technical representative shall inspect the completed installation, correct or supervise the correction of any defect or malfunction, and instruct operating personnel in the proper operation and maintenance of the equipment as described in Part 3 of this section.

1.7. MANUFACTURER'S WARRANTY

A. The pump station manufacturer shall warrant all equipment to be of quality construction, free of defects in material and workmanship. A written warranty shall include specific details described below.

1. Fiberglass components of the station enclosure shall be warranted for 10 years to resist UV damage, corrosion from moisture or corrosive soils, or physical failures occurring in normal service, without the need for special protective coatings, when installed according to the manufacturer's recommendations.

2. The pumping units installed in this station shall be warranted for a period of five (5) years or 10,000 hours of operation from the time of shipment from the factory. The conditions of this warranty are predicated on factory approved installation and start-up of equipment in permanent municipal waste water installation.

3. All remaining equipment apparatus and parts furnished shall be warranted for a period of five (5) years, excepting those items that are normally consumed in service such as light bulbs, oil, grease, packing, gaskets, o-rings, etc. The pump station manufacturer shall be solely responsible for the warranty of the station and all components.

B. Components failing to perform as specified by the District or District Engineer, or as represented by the manufacturer, or as proven defective in service during the warranty period, shall be replaced, repaired, or satisfactorily modified by the manufacturer without cost of parts or labor to the District.

C. It is not intended that the station manufacturer assume liability for consequential damages or contingent liabilities arising from failure of any vendor supplied product or part which fails to properly operate, however caused. Consequential damages resulting from defects in design or delays in delivery are also beyond the manufacturer's scope of liability.

D. The warranty shall become effective upon the acceptance by the purchaser or the purchaser's authorized agent.

PART 2 - PRODUCTS

2.1 MANUFACTURER

A. The pump station system integrator shall have a quality management system in place and shall be ISO 9001 certified.

B. In order to unify responsibility for proper operation of the complete pumping station, it is the intent of these Specifications that all system components be furnished by a single supplier (unitary source). The pumping station must be of standard catalog design, totally warranted by the manufacturer.

Under no circumstances will a system consisting of parts compiled and assembled by a manufacture's representative or distributor be accepted.

C. In event the contractor obtains the District's approval for equipment substitution, the contractor shall, at his own expense, make all resulting changes to the enclosures, buildings, piping or electrical systems as required to accommodate the proposed equipment. Revised detail drawings illustrating the substituted equipment shall be submitted to the District prior to acceptance.

D. Acceptable pumping station manufacturer shall be Gorman Rupp Pump Co., or a approved equal.

E. Alternate Standby Power Generation – shall be provided as required by MCD.

2.2. STATION ENCLOSURE

A. The station enclosure shall contain and enclose all valves, and associated controls and shall be constructed to enhance serviceability by incorporating the following design characteristics:

1. Two access panels per side of station shall be provided. Panels shall be sized and placed to permit routine maintenance operations through the panel openings of the enclosure. For these purposes, routine maintenance shall include frequently performed adjustments and inspections of the electrical components, controls and valves.

2. The access panels shall be provided with a hinge and latch. Hinge shall be the continuous type. Latch shall engage the enclosure at not less than three places, and shall be protected by a keyed lock.

3. One enclosure side shall contain a screened vent to maximize air flow for enclosure ventilation.

4. Station enclosure, less base, must be removable or able to be disassembled following the removal of reusable hardware.

5. Removal or disassembly of the enclosure shall be accomplished by not more than two maintenance personnel without the use of lifting equipment.

B. The station enclosure shall be manufactured of molded reinforced orthophthalic polyester resins with a minimum of 30% fiberglass, and a maximum of 70% resin. Resin fillers or extenders shall not be used.

C. Glass fibers shall have a minimum average length of 1 1/4 inches. Major design considerations shall be given to structural stability, corrosion resistance, and watertight properties. The polyester laminates shall provide a balance of mechanical, chemical, and electrical properties to insure long life. They must be impervious to micro-organisms, mildew, mold, fungus, corrosive liquids, and gases which can reasonably be expected to be present in the environment surrounding the wet well.

D. All interior surfaces of the housing shall be coated with a polyester resin-rich finish. It shall provide:

1. Maintenance-free service
2. Abrasion resistance
3. Protection from Sewage, greases, oils, gasoline, and other common chemicals
4. The outside of the enclosure shall be coated with a suitable pigmented resin, compounded to insure long maintenance-free life.

E. An exhaust blower shall be mounted in the roof of the enclosure. Blower capacity shall be sufficient to change station air a minimum of once every two minutes. Blower motor shall be operated automatically and shall be turned on at approximately 70 degrees F and shall be turn off at 55 degrees F. Blower motor and control circuit shall be protected by a thermal-magnetic air circuit breaker to provide overcurrent and overload protection. Blower exhaust outlet shall be designed to prevent the entrance of rain, snow, rocks, and foreign material.

2.3. STATION BASE

A. Station base shall be constructed of pre-cast, reinforced concrete bonded inside a fiberglass form covering top and sides, and shall be designed to insure adequate strength to resist deformation of the structure during shipping, lifting, or handling. The enclosure base shall function at the wet well top and incorporate a duplex access lid, sized for the installation and removal of the specified pumps, and shall be of sufficient size to permit access to the wet well. Color used shall de-emphasize the presence of dirt, grease, etc., and shall be provided with a non-skid surface.

B. A static wet well vent shall be mounted in the station base, and be housed in the station enclosure. The station enclosure shall provide a transition area between the wet well and the vent outlet. The vent shall terminate through the station wall with a screened opening which shall be designed to prevent the entrance of rain, snow, rocks and foreign material.

C. The station base shall incorporate a cable transition adapter for the pump cables, level controls, and associated wiring. The adapter shall provide for a vapor tight transition between the wet well and the lift station enclosure. The adapter shall incorporate cable grips for each cable and be provided with a gasket between the adapter and the station for a positive seal. Junction boxes shall not be considered for cable transition.

D. The station base shall be furnished with elastomeric compression sealing devices for all piping penetrations to provide for a vapor tight transition between the wet well and lift station enclosure.

2.4. PUMP DESIGN

J-series winglet vane vortex pumps (to be specified for 7.5 Horsepower requirements or below)

A. The pump(s) must be submersible slide rail type and be properly selected with the necessary characteristics to deliver ____GPM at a design dynamic discharge head of ____ feet.

B. The manufacturer of the pumps must be certified to ISO 9001 by an accredited certification agency.

C. Hydraulic Components and Solids Handling

1. The pump casing shall be of gray iron with a gray iron or ductile iron slide rail guide shoe attached to the discharge flange as an integral assembly. Casing shall be easily removable from the motor for full inspection of impeller.

2. All pump openings and passages shall be of adequate size to pass a 3-inch diameter spheres (minimum) and any trash or stringy material which can pass through an average house collection system. The impeller shall be recessed into the pump casing and shall not require flow of liquid through the impeller. The impeller and seal housing shall incorporate auxiliary vanes to hydraulically reduce pressure on the primary seal and force fibrous materials and solids away from the close axial clearance on the backside of the impeller. No impeller clearance adjustment or wear rings shall be required.

3. The impeller shall be a multi-vane vortex type with integral winglets on each vane. The winglet shall form an L-shaped cross section at the face of the vane for improved hydrodynamic efficiency. Impeller shall be of ductile iron and precision balanced. Balancing shall not deform or weaken the impeller. The impeller shall have a tapered locking fit onto the shaft and further be secured by a key and locking bolt. Impeller fasteners shall be non-corroding.

4. A hoisting bail shall provide for proper balance of pump and detente from the discharge connection while using a single lift cable.

5. All other major pump components such as stator housing, seal housing, and bearing brackets must be of structural grade steel or gray iron - Class 30. All external surfaces coming into contact with sewage shall be protected by an epoxy coating of 8 mils minimum thickness. All exposed fasteners and lock washers shall be of 304 stainless steel.

2.4. PUMP DESIGN

J-series semi-axial flow pumps (to be specified for all horsepower requirements above 7.5)

A. The pump(s) must be submersible slide rail type and be properly selected with the necessary characteristics to deliver ____GPM at a design dynamic discharge head of ____ feet.

B. The manufacturer of the pumps must be certified to ISO 9001 by an accredited certification agency.

C. Hydraulic Components and Solids Handling

1. The pump casing shall be of gray iron with a gray iron or ductile iron slide rail guide shoe attached to the discharge flange as an integral assembly. Casing shall be easily removable from the motor for full inspection of impeller.

2. All pump openings and passages shall be of adequate size to pass ____" diameter spheres (minimum) and any trash or stringy material which can pass through an average house collection system. The back of the impeller shall incorporate auxiliary vanes to hydraulically reduce pressure on the primary seal and force fibrous materials and solids away from the close axial clearance on the backside of the impeller. No wear rings or adjustment of the impeller back clearance shall be required.

3. The impeller shall be of semi-axial flow design, incorporating one or two long sweeping vanes with wide flow channels. It shall be gray iron 30 or ductile iron Class 80-55-06 with designed counter weight mass for dynamic balancing to eliminate vibration. Balancing shall not deform or weaken the impeller. The impeller shall have a tapered locking fit onto the shaft and further be secured by a key and locking bolt. Impeller fasteners shall be non-corroding.

4. The suction clearance between the impeller and pump casing shall be in the axial direction only. This clearance must be fully adjustable to maintain peak operating efficiency of the pump. The adjustment shall be easily accomplished using three external adjusting screws.

5. Disassembly of the pump or replacement of wear rings shall not be required. On pump applications below 13HP, the axial face clearance on the suction side of the impeller shall be kept clear of solids and impurities through the use of auxiliary pump out vanes.

6. A hoisting bail shall provide for proper balance of pump and detente from the discharge connection while using a single lift cable.

7. All other major pump components such as stator housing, seal housing, and bearing brackets must be of structural grade steel or gray iron - Class 30. All external surfaces coming into contact with sewage shall be protected by an epoxy coating of 8 mils minimum thickness. All exposed fasteners and lock washers shall be of 304 stainless steel.

D. Shaft Seal

1. On pump applications below 13 horsepower, the pump shaft shall be sealed against leakage by a mechanical-double faced seal with combined spring system for the upper and lower portion. The lower wearing faces shall be silicon carbide. The upper faces shall be carbon and hardened stainless steel. Elastomers shall be viton.

   a. On pump applications above 13 horsepower, two separate mechanical seals shall be provided, arranged in tandem. The upper seal shall have a hardened stainless steel rotating face and carbon stationary face. The lower seal shall incorporate silicon carbide on both the rotating and stationary faces. Cage and springs shall be of stainless steel and elastomers of viton.

   b. The rotating seal faces shall be lubricated from an oil filled reservoir between pump and motor; the oil serving as both lubricating and a cooling media. The reservoir shall have separate oil fill and drain plugs to insure accuracy when measuring lubricant level and for ease of maintenance.

   c. Seal shall require no special maintenance or routine adjustment; however, shall be easily inspected or replaced. No seal damage shall result from operating the pump for short periods of time without liquid.

2.5. PUMP MOTOR

A. Motor Description

1. The submersible pump motor shall be of adequate HP designed to efficiently operate in accordance with the electrical power indicated above. The motor and pump must be connected to form an integral unit. Motor shall be a squirrel-cage, induction type in an air-filled water tight enclosure. The motor shall conform to NEMA design Class B, and incorporate Class F insulation materials to withstand a continuous operating temperature of 155 degrees C (311 degrees F). The pump and motor shall be capable of handling liquids with a maximum temperature of 40 degrees C (104 degrees F).

2. Motor shall be capable of sustaining a minimum of 10 starts per hour. The motor shall operate while only partially submerged and not require a cooling jacket or any other means of auxiliary cooling during normal continuous operation.

3. Motor housing shall be of cast iron. The stator shall consist of copper windings with copper connectors applied to high grade electrical steel laminations. The stator shall be held securely in place by a heat-shrink fit into the motor housing. Any other means of securing the stator which would require penetration of the motor housing shall not be considered acceptable.

4. Rotor shall be solid cast and dynamically balanced for vibration-free operation. Rotor end bars and short circuit rings shall be of aluminum. The pump shaft shall be of AISI type 329 stainless

steel (or hardened alloy steel with protective stainless steel shaft sleeve which prevents contact of the shaft with the liquid). The shaft shall be machined with shoulders or snap ring grooves for positive placement of bearings. The upper and lower bearing shall be of heavy duty design, capable of supporting the shaft and rotor while under maximum radial and thrust loads. The bearings shall be permanently grease lubricated and sealed at the time of installation.

5. Watertight Integrity

a. All static seals at water tight mating surfaces shall be of nitrile "O" ring type. Use of auxiliary sealing compounds shall not be required. The power and control cables shall enter the motor through a terminal housing. The entrance shall be sealed with a rubber grommet and clamp set which when compressed longitudinally causes a radial water tight seal. The clamp set shall prevent all slippage and rotation of cable while engaged, yet may be easily removed and reused during routine maintenance. Any other cable entrance design requiring use of epoxies, silicones, or similar caulking materials shall be considered unacceptable.

b. The pump and electrical cables shall be capable of continuous submergence without loss of waterproof integrity to a depth of 65 feet.

c. The water tight integrity of the motor housing and shaft seal shall be tested during manufacture by pressurizing the motor cavity and submerging in water with motor operating.

6. Motor Protection

a. The motor shall be protected from thermal and moisture damage. Thermal protection shall consist of three separate thermostatic switches embedded into the stator windings. Each switch shall open independently and terminate motor operation if temperature of the protected winding reaches the high temperature set point. Any moisture in the motor housing shall be detected by a mechanically activated moisture sensing micro-switch. The switch shall be sensitive enough to detect airborne moisture and terminate operation of motor before liquid enters the cavity. Use of probes or floats that rely on the presence of liquid to initiate signal shall not be considered acceptable. The thermal and moisture sensing devices shall be connected to the pump control panel by the contractor.

2.6. AUTOMATIC DISCHARGE CONNECTION

A. Each pump shall be furnished with a submersible discharge connection system to permit removal and installation of the pump without the necessity of an operator entering the wet well. The design must insure an automatic and firm connection of the pump to the discharge piping when lowered into place.

B. A gray iron or fabricated steel base plate with integral guide rail pilots shall be provided along with all hardware and anchor bolts required for permanent installation to the wet well floor. The base plate shall be designed with an integral 90^0 elbow, or adapt to a commercially available elbow for connection to the vertical discharge piping utilizing standard ANSI 125 lbs. flanges. The base plate shall be coated with an epoxy coating for corrosion resistance. The manufacturer shall provide all necessary drawings to insure proper installation and alignment of baseplate within the sump.

C. Each pump shall be provided with a replaceable ductile iron slide rail guide shoe attached to pump discharge flange. A replaceable neoprene seal shall be provided as an integral part of the guide shoe to form a seal with the base plate connection and eliminate the possibility of leakage and erosive wear during operation. The seal shall contact mating faces in a static position and shall have

adequate flexibility to flex under pumping pressure to increase seal efficiency. Metal-to-metal contact at the discharge connection shall not be acceptable.

D. The contractor shall provide two lengths of ____", schedule 40 stainless steel guide rail pipe for each pump.

E. Upper guide rail pilots, and a lifting cable shall be furnished for each pump. Bottom pilots shall be an integral part of the baseplate for ease of installation and proper alignment.

F. The guide shoe shall direct the pump down two vertical guide rails and onto the discharge connection in a simple lineal movement. The buildup of sludge and grease on guide rails shall not present problems during the lifting operation. The guide shoe shall be designed with integral hooks at the top to transmit full weight of the pump to the base plate flange. No portion of the pump shall be supported directly on the bottom of the wet well, guide rails, or lifting cable.

G. Lifting cable shall consist of a 316 stainless steel braided wire cable attached to the pump lifting bail. A crimped ball end shall be provided at the upper end of this cable for attaching to the wet well access frame.

H. All bolts, machine screws, nuts, washers, and lockwashers for complete assembly of access cover, guide rails, and discharge elbow shall be stainless steel.

2.7. WET WELL ACCESS

A. The wet well access shall be fabricated from welded aluminum sections. A hinged aluminum door shall be provided for each pump. The hinged door shall be fabricated from 1/4" thick aluminum with non-skid diamond tread on upper surface. All hardware on access assembly shall be stainless steel with a flush upper surface without protrusions. For safety, the door shall have a 300 lbs/sq.ft. rating and be fitted with a recessed staple for padlock. Door shall be furnished with a flush aluminum drop handle and automatic hold open arm.

2.8. VALVES AND PIPING

A. Check Valve: Each pump shall be equipped with a full flow type check valve capable of passing a 3" spherical solid. Valve shall be constructed with flanged ends and fitted with an external lever and torsional spring. Valve seat shall be constructed of stainless steel, secured to the body to ensure concentricity, sealed by an O-ring, and shall be replaceable. The valve body shall be cast iron incorporating a clean-out port large enough to allow removal and/or replacement of the valve clapper without removing valve or piping from the line. Valve clapper shall have a molded neoprene seating surface incorporating low pressure sealing rings. Valve hinge pin and internal hinge arm shall be stainless steel supported on each end in brass bushings. Shaft nut shall have double O-rings which shall be shall be easily replaceable without requiring access to interior of valve body. All internal hardware shall be stainless steel. Valve shall be rated at 175 PSI water working pressure, 350 PSI hydrostatic test pressure. Valves other than full flow type or valves mounted in such a manner that prevents the passage of a 3" spherical solid shall not be acceptable.

B. Each discharge line shall be equipped with a 2-way plug valve to permit isolation of the pumps from the common discharge header. The plug valve shall be non-lubricated type. Valve body shall be semi-steel with flanged end connections drilled to 125 pound standard. Valve shall be furnished with a drip-tight shutoff plug mounted in stainless steel or teflon over phenolic bearings, and shall have a resilient facing bonded to the sealing surface. Valves shall have ports designed to pass 3" spherical solids.

C. Piping

1. Flanged header pipe shall be centrifugally cast, ductile iron, complying with ANSI/AWWA A21.51/C115 and class 53 thickness.

2. Flanges shall be cast iron class 125 and Comply with ANSI B16.1.

3. Pipe and flanges shall be threaded and suitable thread sealant applied before assembling flange to pipe.

4. Bolt holes shall be in angular alignment within $1/2^0$ between flanges. Flanges shall be faced and a gasket finish applied.

2.9. SUPPORTS AND THRUST BLOCKS

A. All pipes connected to the pump station shall be supported according to good commercial practice.

2.10. ELECTRICAL CONTROL COMPONENTS

A. The pump station control panel will be tested as an integral unit by the pump station manufacturer.

B. Panel Enclosure

1. The electrical control equipment shall be mounted within a 36"x30"x14" Nema 1 stainless steel, dead front type control enclosure. The enclosure door shall be hinged and sealed with a neoprene gasket. It shall include a removable plated steel back panel on which control components shall be mounted. Back panel shall be secured to enclosure with collar studs. Operator controls shall be mounted on the enclosure door. The enclosure shall be mounted within the fiberglass valve enclosure. The control panel shall be equipped with vapor emission type corrosion inhibitors.

2. All components shall be of the highest industrial quality, securely fastened to a removable sub-plate with screws and lockwashers. The sub-plate shall be tapped to accept all mounting screws. Self-tapping screws shall not be used to mount any component. All operating controls and instruments shall be securely mounted and shall be clearly labeled to indicate function.

3. A main terminal block and ground bar shall be furnished for field connection of the electrical supply. The connections shall be designed to accept copper conductors of sufficient size to serve the pump station loads. The main terminal block shall be mounted to allow incoming wire bending space in accordance with Article 373 of the National Electrical Code (NEC).

C. Motor Branch Components

1. A properly sized heavy duty air circuit breaker shall be furnished for each pump motor, and shall have a symmetrical RMS interrupting rating of_____amperes at ____volts. All circuit breakers shall be sealed by the manufacturer after calibration to prevent tampering. A padlocking operating mechanism shall be installed on each motor circuit breaker. Operator handles for the mechanisms shall be located on the door, with interlocks which permit the door to be opened only when circuit breakers are in the "OFF" position.

2. An open frame, across-the-line, NEMA rated magnetic motor starter shall be furnished for each pump motor. Starters of NEMA size 1 and above shall be designed for addition of at least two auxiliary contacts. Starters rated "O", "OO", or fractional size shall not be acceptable. Power contacts shall be double-break and made of cadmium oxide silver. Coils shall be epoxy molded for protection from moisture and corrosive atmospheres. The starter assembly shall be equipped with a metal mounting plate for durability. All motor starters shall be equipped to provide under-voltage release and overload protection on all three phases. Motor starter contacts and coils shall be easily replaceable without removing the motor starter from its mounted position.

3. Overload relays shall be solid-state block type, having visual trip indication with trip-free operation. Electrically resetting the overload will cause one (1) normally open and one (1) normally closed isolated alarm/control contact to reset, thus re-establishing a control circuit. Trip setting shall be governed by solid-state circuitry and adjustable current setting. Trip classes shall be 10, 15 and 20. Additional features to include phase loss protection, selectable jam/stall protection and selectable ground fault protection. A reset pushbutton, mounted through the control panel door, shall permit resetting the overload relays without opening the door.

D. Other Control Components

1. The pump control panel shall be equipped to terminate pump operation due to high motor winding temperature or moisture in the motor housing, utilizing contacts in the pump motor housing. If either event should occur, the motor starter will drop out and a mechanical indicator visible on the door shall indicate that the pump motor has been shut down. The pump motor and the mechanical indicator shall require manual reset. Dry contacts, wired to terminal blocks, shall be furnished for each pump for thermal/moisture shutdown.

2. The control circuit shall be protected by a normal duty thermal- magnetic air circuit breaker which shall be connected in such a manner as to allow control power to be disconnected from all control circuits.

3. Pump mode selector switches shall be connected to permit manual start and manual stop for each pump individually, and to select automatic operation of each pump under control of the liquid level control system. Manual operation shall override the liquid level control system. Selector switches shall be heavy duty, oil-tight design, with contacts rated NEMA A300 minimum.

4. Pump alternation shall be integral to the liquid level controller. Provisions for automatic alternation or manual selection shall also be integral to the liquid level controller.

5. Control panel shall be equipped with one oil-tight pilot light for each pump motor. Light shall be wired in parallel with the related pump motor starter to indicate that the motor is on or should be running.

6. Six digit elapsed time indicators (non-reset type) shall be connected to each motor starter to indicate the total running time of each pump in "hours" and "tenth of hours".

7. A switch shall be provided to permit the station operator to select automatic alternation of the pumps, to select pump number one to be the lead pump for each pumping cycle or to select pump number two to be the lead pump for each pumping cycle. Selector switch shall be oil-tight design, with contacts rated NEMA A300 minimum.

8. A duplex ground fault indicating utility receptacle providing 115 VAC, 60 Hertz, single phase current, shall be mounted on the door panel of the control enclosure. Receptacle circuit shall be protected by a 15 ampere thermal-magnetic circuit breaker.

E. Wiring

1. The control panel, as furnished by the manufacturer, shall be completely wired. The contractor shall field connect the power feeder lines to the main terminal block, final connections to the remote alarm devices, and the connections between the pump and the pump motor control. All wiring, workmanship, and schematic wiring diagrams shall be in compliance with applicable standards and specifications set forth by the National Electric Code (NEC).

2. All user serviceable wiring shall be type MTW or THW, 600 volts, and shall be color coded as follows:

a. Line and load circuits, AC or DC power	Black	
b. AC control circuit less than line voltage	Red	
c. DC control circuit	Blue	
d. Interlock control circuit, from external source		Yellow
e. Equipment grounding conductor		Green
f. Current carrying ground	White	
g. Hot with circuit breaker open	Orange	

3. Control circuit wiring inside the panel, with the exception of internal wiring of individual components, shall be of 16 gauge minimum, type MTW or THW, 600 volts. Power wiring shall be 14 gauge minimum.

4. The ampacity of motor branch conductors and other power conductors shall not exceed the temperature rating of the connecting terminals. Wires shall be clearly numbered at each end in accordance with the electrical diagrams. All wires on the sub-plate shall be bundled and tied.

5. Wires connected to components mounted on the enclosure door shall be bundled and tied in accordance with good commercial practice. Bundles shall be made flexible at the hinged side of the enclosure. Adequate length and flex shall be provided to allow the door to swing to its full open position without undue stress or abrasion on the wire or insulation. Bundles shall be held in place on each side of the hinge by mechanical fastening devices.

F. Conduit requirements are as follows

1. All conduit and fittings shall be UL listed.

2. Liquid tight flexible metal conduit shall be constructed of smooth, flexible galvanized steel core with smooth abrasion resistant, liquid tight, polyvinyl chloride cover.

3. Conduit shall be supported in accordance with articles 346, 347, and 350 of the National Electric Code.

4. Conduit shall be sized according to the National Electric Code.

G. Grounding

1. The pump control manufacturer shall provide a common ground bar mounted on the enclosure back plate. The mounting surface of the ground bar shall have any paint removed before making final connections.

2. The contractor shall make the field connections to the main ground lug and each pump motor in accordance with the National Electric Code.

H. Identification

1. A permanent corrosion resistant name plate(s) shall be attached to the control and include the following information:

   a. Equipment serial number
   b. Supply voltage, phase and frequency
   c. Current rating of the minimum main conductor
   d. Electrical wiring diagram number
   e. Motor horsepower and full load current
   f. Motor overload heater element
   g. Motor circuit breaker trip current rating
   h. Name and location of equipment manufacturer

2. Control components shall be permanently marked using the same identification shown on the electrical diagram. Identification label shall be mounted adjacent to the device.

3. Switches, indicators, and instruments shall be plainly marked to indicate function, position, etc. Marking shall be mounted adjacent to and above the device.

2.11. LIQUID LEVEL CONTROL (Air Bubbler Type)

A. The manufacturer of the liquid level control system must be certified to ISO 9001 by an accredited certification agency.

B. The level control system shall start and stop the pump motors in response to changes in wet well level, as set forth herein.

C. The level control system shall be capable of operating as either an air bubbler type level control system or submersible transducer type system.

D. The level control system shall utilize alternation to select first one pump, then the second pump, to run as lead pump for a pumping cycle. Alternation shall occur at the end of a pumping cycle, or in the event of excessive run time.

E. The level control system shall utilize an electronic pressure switch which shall continuously monitor the wet well level, permitting the operator to read wet well level at any time. Upon operator selection of automatic operation, the electronic pressure switch shall start the motor for one pump when the liquid level in the wet well rises to the "lead pump start level". When the liquid is lowered to the "lead pump stop level", the electronic pressure switch shall stop this pump. These actions shall constitute one pumping cycle. Should the wet well level continue to rise, the electronic pressure switch shall start the second pump when the liquid reaches the "lag pump start level" so that both pumps are operating. These levels shall be adjustable as described below.

1. The electronic pressure switch shall include integral components to perform all pressure sensing, signal conditioning, EMI and RFI suppression, DC power supply and 120 volt outputs. Comparators shall be solid state, and shall be integrated with other components to perform as described below.

2. The electronic pressure switch shall be capable of operating on a supply voltage of 12VDC in an ambient temperature range of -10^{0}C (14 degrees F) through 55 degrees C (131 degrees F). Control range shall be 0 to 12.0 feet of water with an overall repeat accuracy of (plus/minus) 0.1 feet of water. Memory shall be retained using a non-volatile lithium battery back-up.

3. The electronic pressure switch shall consist of the following integral components: pressure sensor, display, electronic comparators and output relays.

   a. The internal pressure sensor shall be a strain gauge transducer and shall receive an input pressure from the air bubbler system. The transducer shall convert the input to a proportional electrical signal for distribution to the display and electronic comparators. The transducer output shall be filtered to prevent control response to level pulsations or surges. The transducer range shall be 0-15 PSI, temperature compensated from -40 degrees C (-40 degrees F) through 85 degrees C (185 degrees F), with a repeat accuracy of (plus/minus) 0.25% full scale about a fixed temperature. Transducer overpressure rating shall be 3 times full scale.

   b. The electronic pressure switch shall incorporate a digital back lighted LCD panel display which, upon operator selection, shall indicate liquid level in the wet well, and the preset start and stop level for both lead and lag pump. The display shall include twenty (20), 0.19" high alpha-numeric characters calibrated to read out directly in feet of water, accurate to within one-tenth foot (0.1 foot), with a full scale indication of not less than 12 feet. The display shall be easily convertible to indicate english or metric units.

   c. Level adjustments shall be electronic comparator set-points to control the levels at which the lead and lag pumps start and stop. Each of the level settings shall be easily adjustable with the use of membrane type switches, and accessible to the operator without opening any cover panel on the electronic pressure switch. Controls shall be provided to permit the operator to read the selected levels on the display. Such adjustments shall not require hard wiring, the use of electronic test equipment, artificial level simulation or introduction of pressure to the electronic pressure switch.

   d. Each output relay in the electronic pressure switch shall be solid state. Each relay input shall be optically isolated from its output and shall incorporate zero crossover switching to provide high immunity to electrical noise. The "ON" state of each relay shall be indicated by illumination of a light emitting diode. The output of each relay shall be individually fused providing overload and short circuit protection. Each output relay shall have an inductive load rating equivalent to one NEMA size 4 contactor. A pilot relay shall be incorporated for loads greater than a size 4 contactor.

4. The electronic pressure switch shall be equipped with an output board which shall include LED status indicators and a connector with cable for connection to the main unit.

5. The electronic pressure switch shall be equipped with pump start delay(s) preset at a fixed delay time of five (5) seconds.

6. Circuit design in which application of power to the lag pump motor starter is contingent upon completion of the lead pump circuit shall not be acceptable.

7. The electronic pressure switch shall be equipped with a simulator system capable of performing system cycle testing functions.

8. The electronic pressure switch shall be capable of controlling liquid levels in either a pump up or pump down application.

9. The electronic pressure switch shall have internal capability of providing automatic alternation, manual selection of pump sequence operation, and alternation in the event of 1-199 hours excessive run time.

10. The electronic pressure switch shall be equipped with a security access code to prevent accidental set-up changes and provide liquid level set-point lock-out.

11. The electronic pressure switch shall be equipped with one (1) 0-33 ft. W.C. input, one (1) scalable analog input of either 0-5VDC, 0-10VDC, or 4-20mA, and one (1) 4-20mA scalable output. Output is powered by 10VDC supply. Load resistance for 4-20mA output shall be 100-400 ohms.

12. The electronic pressure switch shall include a DC power supply to convert 120VAC control power to 12VDC EPS power. The power supply shall be 500 mA (6W) minimum and be UL listed Class II power limited power supply.

13. The electronic pressure switch shall be equipped with an electronic comparator and solid state output relay to alert maintenance personnel to a high liquid level in the wet well. An indicator, visible on the front of the control panel, shall indicate that a high wet well level exists. The alarm signal shall be maintained until the wet well level has been lowered and the circuit has been manually reset. High water alarm shall be furnished with a dry contact wired to terminal blocks.

14. The electronic pressure switch shall be equipped with an electronic comparator and solid state output relay to alert maintenance personnel to a low liquid level in the wet well. An indicator, visible on the front of the control panel, shall indicate that a low wet well level exists. The alarm signal shall be maintained until the cause for the low wet well level has been corrected and the circuit has been manually reset. A low liquid level condition shall disable both pump motors. When the wet well rises above the low level point, both pump motors shall be automatically enabled. Low water alarm shall be furnished with a dry contact wired to terminal blocks.

F. An alarm silence pushbutton and relay shall be provided to permit maintenance personnel to de-energize the audible alarm device while corrective actions are underway. After silencing the alarm device, manual reset of the alarm condition shall clear the alarm silence relay automatically. The pushbutton shall be oil tight design with contacts rated NEMA A300 minimum.

G. Air Bubbler System

1. The level control system shall be the air bubbler type, containing air bubbler piping which extends into the wet well. A pressure sensor contained within the electronic pressure switch shall sense the air pressure in this piping to provide wet well level signals for the remainder of the level control system.

2. Two vibrating reed, industrial rated, air pumps shall be furnished to deliver free air at a rate of approximately 5 cubic feet per hour and a pressure not to exceed 7 psi. Liquid level control

systems utilizing air compressors delivering greater quantities of air at higher pressures, requiring pressure reducing valves, air storage reservoirs, and other maintenance nuisance items will not be acceptable. A selector switch shall be furnished to provide manual alternation of the air pumps. The switch shall be connected in such a manner that either pump may be selected to operate continuously. The selector switch shall be oil-tight design with contacts rated NEMA A300 minimum.

3. An air bell constructed of PVC 3 inches in diameter shall be provided for installation at the outlet of the air bubbler line in the wet well. The air bell shall have a 3/8" NPT tapped fitting for connection to the bubbler line.

4. An air flow indicator gauge shall be provided and connected to the air bubbler piping to provide a visual indication of rate of flow in standard cubic feet per hour.

H. Station Heater

1. Pump station shall be provided with a 1300/1500 watt, 115 volt electric heater with cord, thermostat and grounding plug. Ungrounded heaters shall not be acceptable.

I. Insulation Package

1. The pump station shall be furnished with 1" thick spray foam insulation, which shall be applied to the roof, doors, and corner panels.

J. Discharge Gauge Kit

1. The pump station shall be equipped with a glycerin-filled pressure gauge to monitor discharge pressures. Gauge shall be a minimum of 4 inches in diameter, and shall be graduated in feet water column. Rated accuracy shall be 1 percent of full scale reading. Pressure gauge shall be graduated 0 to 140 feet water column minimum. Gauge kit shall be mounted and complete with all hoses and stainless steel fittings and shall include a shutoff valve installed in each connection to discharge piping and a three way valve to monitor either pump.

K. UL Label Requirement:

1. Pump station components and controls shall conform to third party safety certification. The station shall bear a UL label listed for “Packaged Pumping System”. The panel shall bear a serialized UL label listed for "Enclosed Industrial Control Panels". The pump station components, panel enclosure, and all components mounted on the sub-panel or control cover shall conform to UL descriptions and procedures.

L. Auxiliary Power Transformer

1. The lift station shall be equipped with a 3 KVA stepdown transformer to supply 115 volt, AC, single phase for the control and auxiliary equipment. The primary and secondary side of the transformer to be protected by a thermal magnetic circuit breaker, sized to meet the power requirements of the transformer. An operating mechanism shall penetrate the control panel door. and a padlockable operator handle shall be secured on the exterior surface. Interlocks must prevent opening the door until circuit breakers are in "OFF" position.

M. Transient Voltage Surge Suppressor

1. The control panel shall be equipped with a transient voltage surge suppressor to minimize damage to the pump motors and control from transient voltage surges. The suppressor shall utilize silicon-oxide varistors encapsulated in a non-conductive housing. The arrestor shall have a current rating of 60,000 Amps, and a Joule rating of 1500.

N. Alarm Light

1. Station manufacturer will supply one 115 volt AC alarm light fixture with vapor-tight red globe, guard, conduit box, and mounting base. The design must prevent rain water from collecting in the gasketed area of the fixture, between the base and globe. The alarm light will be shipped loose for installation by the contractor.

O. Alarm Horn

1. Station manufacturer will supply one 115 volt AC weatherproof alarm horn with projector, conduit box, and mounting base. The design must prevent rain water from collecting in any part of the horn. The alarm horn will be shipped loose for installation by the contractor.

P. Station Enclosure Low Temperature Alarm:

1. Pump station shall be supplied with a thermostat which shall monitor interior station temperature. The control shall incorporate a control relay and an unpowered dry contact wired to terminal blocks for field connection to a remote alarm device in the event that the temperature within the enclosure falls below a preset point between 35-100 deg. F.

2.12. AUTOMATIC TELEPHONE DIALER

A. The dialer shall be a solid state component capable of dialing up to 16 phone numbers, each up to 24 digits in length. Phone numbers and standard pulse dialing of Touch Tone DTMF dialing are user programmable via the system's keyboard or touch tone phone.

B. Solid State Voice Message Recording and Playback

1. The unit shall have two different categories of speech message capability, all implemented with permanent nonvolatile solid state circuitry with no mechanical tape mechanisms. The unit shall allow for message recording from a remote telephone as well as from the front panel.

2. User Field Recorded Messages: The user may record and re-record his own voice messages for each input channel and for the station ID.

3. There shall be no limit on the length of any particular message, within the overall available message recording time; which shall be 40 seconds for 4 channel units, 80 seconds for 8 channel units, and 160 seconds for 16 or more channels.

4. The unit shall allow selective recording of both Normal and Alarm advisory messages for each input channel.

5. The unit shall provide for automatic setting of the optimum speech memory usage rate for the total set of messages recorded in order to achieve optimum recording sound quality.

6. Circuit board switches or jumper straps shall not be acceptable means of manipulating message length or recording rates.

7. Permanent Resident Non-Recorded Messages: Permanent built-in messages shall be included to support user programming operations, to provide supplemental warning messages such as advising that the alarms have been disabled, and to allow the unit to be fully functional even when the installer has not recorded any messages of his own.

C. Local & Remote Programming Capabilities

1. The user may optionally elect to alter the following parameters from their standard normal default values via keyboard entry or remotely from any touch tone phone.

2. Alarm Call Grouping: Upon alarm activation, the system shall selectively call the correct phone numbers according to the current alarm(s).

3. Alarm Response Delay: .1 to 999.9 seconds.

4. Delay Between Alarm Call Outs: .1 to 99.9 minutes.

5. Alarm Reset Time: .1 to 99 hours or "NO RESET."

6. Incoming Ring Response (Answer) Delay: 1 to 20 rings.

7. Number of Message Repetitions: 1 to 20 repetitions.

8. nput Alarm Criteria: Each channel shall be independently configured for "Alarm On Open Circuit", "Alarm On Closed Circuit", and "No Alarm."

9. Autocall Test: When enabled, the unit shall place a single round of test calls, both at the time this function is enabled and also at regular subsequent intervals until this function is disabled at the keyboard.

10. Run Time Meter: Selected inputs shall accumulate and report the number of hours that its input contacts have been closed.

11. Remote System Microphone Activation.

12. Remote and Local Arming and Disarming of System.

13. Pulse Totalizer Function.

D. User entered programming and voice messages shall be kept intact even during power failures or when all power is removed for up to ten years.

E. Acknowledgement of an alarm phone call is to be accomplished by pressing a touch tone "9" as the alarm call is being received, and/or by returning a phone call to the unit after having received an alarm call.

F. The unit shall continuously monitor the presence of AC power and the status of four contact closure inputs. The unit shall optionally be field upgradeable to incorporate a total of 8, 16, 24, or 32 dry contact inputs. AC power failure, or violation of the alarm criteria at any input, shall cause the unit to go into alarm status and begin dial outs. The unit shall, upon a single program entry, automatically accept all input states as the normal non-alarm state; eliminating possible confusion about Normally

Open versus Normally Closed inputs. Further, as a diagnostic aid, the unit shall have the capability of directly announcing the state of any given input as currently "Open Circuit" or "Closed Circuit", without disturbing any message programming. Each input channel shall also be independently programmable, without the need to manipulate circuit board switches or jumpers, as Normally Open or Normally Closed, or for No Alarm (Status Only), or for Pulse Totalizing, or for Run Time Metering.

G. Any dry contact input can be programmed to accumulate and report the number of hours their respective input circuits have been closed. Any such channels will never cause an alarm, but on inquiry will recite the channel's message according to the status of the input and then report the closed circuit time to the tenth of an hour. The input will accumulate and report in tenths of hours up to a total accumulated running time of 99,999.9 hours. The initial value of the Run Time Meter shall be programmable in order to agree with existing electro-mechanical Run Time Meters. Up to a total of 8 Run Time Meters may be programmed.

G. Any dry contact input can be programmed to accumulate the number of pulses (momentary contact closures) occurring at the input.

I. Upon initiating an alarm phone call, the system is to "speak" only those channels that are currently in "alarm status."

J. The unit shall provide a complete verbal report of all programmable functions and their programmed values on command form from any remote touch tone phone.

K. The unit shall be capable of dialing any phone number on command and function as a speakerphone.

L. Inquiry phone calls can be made directly to the unit at any time from any telephone, locally or long distance, for a complete status report of all variables being monitored; including power status.

M. Normal power shall be 105-135 VAC, 15 watts nominal. The product is to contain its own gel cell rechargeable battery which is automatically kept charged when AC power is present. The system shall operate on battery power for a minimum of 20 continuous hours in the event of AC power failure. A shorter backup time shall not be acceptable. The built-in charger shall be precision voltage controlled, not a "trickle charger", in order to minimize recharge time and maximize battery life available.

N. The dialer is to use a standard rotary pulse or touch tone "dial-up" phone line (direct leased line <u>not</u> to be required) and is to be F.C.C. approved. Connection to the telephone is through a 4-pin modular jack (RJ-11.)

O. All power, phone line, dry contact, and analog signal inputs shall be protected at the circuit board to IEEE Standard 587, Category B (6,000 volts open circuit/3,000 amps closed circuit.) Gas tubes followed by solid state protectors shall be integral to the circuit board for each such line. Protectors mounted external to the main circuit board shall not be an acceptable substitute. The installer shall provide a good electrical ground connection point near the unit to maximize the effectiveness of the surge protection.

P. The dialer shall be supplied and under warranty by the lift station manufacturer covered by a three (3) year warranty covering parts and labor performed at the factory.

Q. The system shall include expansion connectors to accommodate field upgrades for additional dry contact inputs, remote supervisory control outputs, analog inputs and communication with remote printers and computers.

R. All keyboard and front panel switches shall be sealed to prevent contamination. Front panel LED's shall indicate: Normal Operation, Program Mode, Phone Call in Progress, Status for each channel, AC Power Present, AC Power Failure, and Discharging or Recharging Battery. On any inquiry telephone call or on site status check, the voice shall provide specific warning if no dial out phone numbers are entered, or if the unit is in the "alarm disable" mode, or if AC power is off or has been off since last reset. A built-in microphone shall allow anyone at a remote phone to listen to local sounds and have a two-way conversation with personnel at the dialer.

PART 3 - EXECUTION

3.1. EXAMINATION

A. Contractor shall off-load equipment at installation site using equipment of sufficient size and design to prevent injury or damage. Station manufacturer shall provide written instruction for proper handling. Immediately after off-loading, contractor shall inspect complete pump station and appurtenances for shipping damage or missing parts. Any damage or discrepancy shall be noted in written claim with shipper prior to accepting delivery. Validate all station serial numbers and parts lists with shipping documentation. Notify the manufacturer's representative of any unacceptable conditions noted with shipper.

3.2. INSTALLATION

A. Install, level, align, and lubricate pump station as indicated on project drawings. Installation must be in accordance with written instructions supplied by the manufacturer at time of delivery.

B. Check motor and control data plates for compatibility to site voltage. Install and test the station ground prior to connecting line voltage to station control panel.

C. Prior to applying electrical power to any motors or control equipment, check all wiring for tight connection. Verify that protective devices (fuses and circuit breakers) conform to project design documents. Manually operate circuit breakers and switches to ensure operation without binding. Open all circuit breakers and disconnects before connecting utility power. Verify line voltage, phase sequence and ground before actual start-up.

3.3. FIELD QUALITY CONTROL

A. Operational Test

1. Prior to acceptance by owner, an operational test of all pumps, and control systems shall be conducted to determine if the installed equipment meets the purpose and intent of the specifications. Tests shall demonstrate that all equipment is electrically, mechanically, structurally, and otherwise acceptable; it is safe and in optimum working condition; and conforms to the specified operating characteristics.

2. After construction debris and foreign material has been removed form the wet well, contractor shall supply clear water volume adequate to operate station through several pumping cycles. Observe and record operation of pumps, suction and discharge gage readings, ampere draw,

pump controls, and liquid level controls. Check calibration of all instrumentation equipment, test manual control devices, and automatic control systems. Be alert to any undue noise, vibration or other operational problems.

B. Manufacturers Start-up Services

1. Coordinate station start-up with manufacturer's technical representative. The representative or factory service technician will inspect the completed installation. Calibrate and adjust instrumentation, correct or supervise correction of defects or malfunctions, and instruct operating personnel in proper operation and maintenance procedures.

3.4. CLEANING

A. Prior to acceptance, inspect interior and exterior of pump station for dirt, splashed material or damaged paint. Clean or repair accordingly. Remove from the job site all tools, surplus materials, scrap and debris.

3.5. PROTECTION

A. The pump station should be placed into service immediately. If operation is delayed, station is to be stored and maintained per manufacturer's written instructions.

MERRILLVILLE CONSERVANCY DISTRICT

PUBLIC SEWERS

206 LIFT STATIONS

206.4 FIBERGLASS ENCLOSURE FOR SUCTION LIFT PACKAGED LIFT STATION

1.01 GENERAL DESCRIPTION

The Manufacturer shall furnish complete, a factory-built fiberglass modular pump station enclosure, which shall coordinate with the self-priming suction lift packaged lift station in accordance with Specification Section 206.2.

1.02 SUBMITTALS

The Contractor shall submit at a minimum (3) sets of shop drawings for the enclosure, including material specification data, sizing and certifications.

1.03 MANUFACTURER

Fiberglass modular enclosure, complete with all appurtenances, shall be supplied by the lift station pumping skid Manufacturer. The Contractor shall be responsible for the satisfactory operation of the enclosure. The equipment specified shall be a product of a company experienced in the design of fiberglass enclosures. The company shall submit detailed installation and user instructions for its product, submit evidence of an established service program including complete parts and service manuals

PART 2 - PRODUCTS

2.01 MODULAR PUMP STATION ENCLOSURE

A. Enclosure Construction and Design:

1. The enclosure is to be rectangular with outside dimensions coordinating with the lift station pumping skid and having a maximum outside height of 9' at the roof peak.

2. A minimum of (4) four lifting eyes arranged on the corners shall be provided to ease handling and installation onto a concrete pad furnished by the contractor.

3. Enclosure walls and roof shall be seamless, one-piece sprayed fiberglass panels laminated to form a structural composite as follows: 1/8" thick fiberglass outside surface, 3/4" thick ura-foam polyurethane core, 1/2" marine grade plywood, and 3/32" thick fiberglass inside surface. Marine

grade plywood shall replace foam at all cut-out openings and penetration points.

4. Each wall panel shall overlap at the corner and form an internal connection joint using stainless steel hardware. All panel joints shall be thoroughly sealed with silicone caulk. The enclosure shall have a minimum R-10 insulation factor and shall be capable of withstanding 150 mph wind loads.

5. All exterior surfaces shall be stucco textured green colored, isopthalic gel coat finish incorporating ultra-violet inhibitors.

6. All interior surfaces shall be sprayed white isopthalic gel coat finish offering the same characteristics as the exterior surfaces.

7. The roof panel shall be an arched, one-piece design incorporating the same materials of construction as the side walls. The roof shall be removable as a unit, allowing for complete access to the pumping equipment with a crane. The pitch of the roof shall be sufficient for good moisture drainage, and withstand a minimum snow load of 40 pounds per square foot.

8. The 3'-0" wide x 6'-8" high entrance doors shall be constructed of the same laminated fiberglass and foam core materials as the remainder of the station. Marine grade plywood will replace the insulation in areas where auxiliary equipment will be mounted. Each door shall be hung with (3) three stainless steel ball bearing type hinges. A three point closure system incorporating a lockable door handle and interior override lever shall allow emergency exits even if the door is padlocked from the outside. An adjustable door positioner and holder shall be mounted at the top of the door. A gasket consisting of solid rubber and sponge shall seal the door while closed. The door and all hardware shall be mounted to withstand 150 MPH winds. A wall mounted drip molding will be installed above each door.

9. After the pumping equipment is installed, the fully assembled station enclosure shall be positioned on the concrete mounting pad and sealed with butyl autoglass tape as furnished by the pump station manufacturer. The interior base flange shall be drilled positioning and fastened to the pad using expansion anchors on 24" maximum centers.

B. Enclosure Functional Equipment:

1. The interior of the station shall be illuminated by four (4) factory installed 120 volt, two (2) lamp T8 32W, vapor-tight fluorescent light fixtures. All lights will be prewired and run to the control panel through PVC conduit and a weatherproof switch shall be installed adjacent to each station entrance. A length of flexible conduit shall provide for quick connection of the lighting circuit to the pump control panel. The lighting circuit shall be protected by a dedicated 15 amp thermal-magnetic circuit breaker.

2. A thermostatically controlled 120 VAC exhaust fan with screen and weatherproof shutters shall be installed in the wall approximately opposite the fresh air intake vent. The fan shall have a minimum capacity of 1600

CFM at free air and be capable of changing the air in the enclosure a minimum of six times per hour. The exhaust fan shall be protected by a thermal-magnetic circuit breaker.

3. Two (2) self-contained, unpowered, thermally actuated fresh air intake vents shall progressively open or close exterior louvers as a result of thermal expansion or contraction of a wax-like material contained in an enclosed plunger actuator. Movement for the plunger rod shall drive the louver vane mechanical linkage. The louvers will progressively open at 75 degrees F, and progressively close at 60 degrees F. Operation of the intake louvers shall not require use of motors, solenoids, or other electrically related devices. The plunger actuator shall be mounted out of the incoming air flow, and shall hold the louvers fully open based on the ambient temperature of the pump station interior. The louver vanes and frame shall be constructed of anodized aluminum, with zinc plated steel actuator mounting and linkage. The louver vanes shall pivot on plastic bearings.

C. Equipment on Auto-Start Pumping Station

1. Two (2) sets of non-powered, thermally actuated exhaust vents shall be supplied for each engine used. The louvers will progressively open at 75 degrees F, and progressively close at 60 degrees F. Operation is the result of thermal expansion or contraction of wax in an enclosed plunger which is used to drive the louver vane mechanical linkage. Functional operation is identical to the intake vents, except the plunger actuator is mounted directly in the path of the air flow in order to sense the ambient temperature of the air exiting the pump station interior.

2. A critical grade spiral muffler and flexible exhaust pipe will be supplied for each engine. The pump station enclosure shall incorporate provisions for installation of the exhaust equipment through the wall panel.

3. The pump control panel for the Auto-start Pump station shall be shipped completely pre-wired to the pumps, motors, and engine(s) through conduit secured to the pump base. Upon installation, the contractor shall remove any temporary shipping hardware and brackets, and anchor the control panel permanently to the concrete station pad.

4. A battery back-up 12 volt DC emergency lighting system shall provide 50 watts of illumination for 1-1/2 hours in the event of power outage. The system shall be fully self-contained for automatic operation of (2) two sealed beam lamps powered by a maintenance free pure-lead 12 volt battery. An automatic solid state battery charger with integral transfer circuit shall maintain the battery in a constant state of readiness. A charge rate pilot light and test switch shall be provided. The charging circuit shall be protected by a thermal-magnetic circuit breaker.

5. A high capacity electric blower type station heater shall be provided for the protection of the pumping equipment. The heater shall maintain an inside/outside differential temperature of 60 degrees F while operating on

the primary voltage supplied to the station. The heater shall be provided with an adjustable thermostat, circuit breaker, and contactor.

6. The station enclosure shall be furnished with extra wide doors. A double hung door design with 3-point locking hardware, door closer, and hinges on each section shall allow complete access to the 6'-0" x 6'-8" full door opening without the need for a center sill.

7. A wall mounted duplex GFI utility receptacle providing 120 volt AC power shall be installed and pre-wired through PVC conduit with the station lighting. The receptacle shall be protected by a dedicated 20-amp 120 VAC thermal magnetic circuit breaker.

PART 3 - EXECUTION

3.01 PREPARATION: Contractor shall make sure base slab is level and ready to accept fiberglass housing installation.

3.02 INSTALLATION

A. Install fiberglass housing in compliance with applicable codes, and connect to available electrical services.

MERRILLVILLE CONSERVANCY DISTRICT

PUBLIC SEWERS

207 LOW PRESSURE SYSTEMS

207.1 GENERAL

A. Only when the design and construction of a conventional gravity sanitary sewer collection system is not reasonably feasible or cost effective, and a low pressure sanitary sewer collection system is feasible, applicable, and efficient shall this type of system be proposed for approval by the District.

B. A low pressure sewer system shall function in order for several properties to combine their sewer discharge efforts into one low pressure system together that requires individual or dual grinder pump station(s).

C. The low pressure sewer main, service lines, and appurtenances shall be designed, furnished and installed in accordance with Specification Sections 207.2 and 207.3, and shall be installed in accordance with the manufacturer's recommendations and installation instructions.

D. The grinder pump stations, including a semi-positive displacement type pump shall be designed, furnished and installed in accordance with Specification Section 400.5, and shall be installed in accordance with the manufacturer's recommendations and installation instructions.

E. The Applicant shall be required to furnish to the District all applicable, requested, or required engineering data in order for the District to review the proposed design, plans, and/or system components, in accordance with Specification Section 206.1

207.2 INDIVIDUAL GRINDER LOW PRESSURE SYSTEM

A. LOW PRESSURE SEWER MAIN MATERIALS

1. All pipe, fittings, valves and appurtenances shall be as specified herein. All pipe, fittings, valves and appurtenances shall be new.

2. All low pressure sewer main pipe shall be SDR 11 HDPE (1 ¼"- 6" diameter), in accordance with Paragraph E.

B. HIGH DENSITY POLYETHYLENE (HDPE) PIPE AND FITTINGS

1. PIPE

   - HDPE pipe (PE 3408) shall meet the requirements of Type III Class C, Category 5, P34 material as described in ASTM D 1248. Cell classifications shall be 345434C in accordance with ASTM D 3350-840. Design manufacture pipe for a working pressure of 128 psi, with a typical depth of cover of 54 inches to the top of pipe.
   - Melt flow shall be no greater than 0.15 gms/10 min. when tested in accordance with ASTM D 1238-Condition E. (Melt Flow shall be no greater than 4.0 gms/10 min. when tested in accordance with ASTM D 1238-Condition F.) 1 Flexural Modulus shall be 110,000 psi to less than 160,000 psi when tested in accordance with ASTM D 790. Tensile strength at yield shall be 3,200 psi to less than 3,500 psi when tested in accordance with ASTM D 638. Environmental Stress Crack Resistance shall be in excess of 5,000 hours with zero failures when tested in accordance with ASTM D 1693 – Condition C.
   - Hydrostatic Design Basis shall be 1,600 psi at 23°C when tested in accordance with ASTM D 2837.
   - Polyethylene pipe shall have ductile iron pipe equivalent outside diameter unless otherwise specified.

2. FITTINGS - Fittings shall be manufactured in accordance with the reference standards listed in these specifications and the material types and design pressure and temperature ranges specified.

   - Fittings shall be manufactured by the same manufacturer as the pipe to which fusion bonding is intended, using identical materials and meeting the same pressure requirements.
   - Fittings shall not be field fabricated.

3. FUSION BONDING PROCEDURE - Piping joints other than those shown as flanged or otherwise mechanically connected shall be butt fusion bonded in accordance with a written bonding procedure specification (BPS) as required by ANSI (ASME B31.3, Chapter VII, paragraph A-328). BPS shall include cutting and facing requirements.

   - Materials to be fusion bonded shall be from the same manufacturer.
   - Bonders and bonding operators shall be qualified in the use if the BPS as required by ANSI/ASME B31.3, chapter VII, paragraph A-328. Qualification records certifying that bonders and bonding operators employed to complete fusion bonding are qualified in the BPS shall be submitted prior to commencement of fusion bonding work.
   - Bonding equipment specified in the BPS shall be in proper operating condition. Equipment heater performance shall be tested and certified prior to use for fusion bonding. Bonders and bonding operators shall be qualified for the specific bonding equipment utilized in the fusion bonding work.

4. QUALITY ASSURANCE - The pipe and fittings manufacturer shall have an established quality control program responsible for inspecting incoming materials and outgoing pipe, fittings and components.

- Incoming polyethylene materials shall be inspected for density per ASTM D-1 505 and melt flow rate per ASTM D-1238 and contamination. All incoming materials shall be certified by the supplier. Certificates shall be verified by the pipe manufacturer and submitted to the Engineer.

C. FLUSHING CONNECTION ENCLOSURES, COVER, INSULATION, BEDDING, BALL VALVE, COUPLING

1. Flushing enclosures shall be PVC material or injection molded polyethylene plastic using a structural foam process. Wall thickness shall not be less than ½-inch. Enclosures shall be twenty four (24) inches diameter by thirty (30) inches long. Color shall be white or as selected by the owner. Enclosures shall be as manufactured by Ford Meter Box Co. (Model PST-24-30) or by Southeastern Distributors, Sweetwater, Tennessee, or approved equal.

2. Covers shall be cast iron a minimum 15” inch diameter lid opening. Lid shall have a lifter worm lock with standard pentagon bolt. A minimum of five (5) lifter keys shall be delivered to the Owner. The word “Sewer” shall be cast in the top of the lid. Covers shall be Ford Meter Box Company (Model FC-52) or approved equal. Lids shall be Ford Meter Box Co. (Model C5L-Sewer) or approved equal.

3. Enclosures shall be set vertically on a base of a compacted limestone aggregate (IN. #53’s) a minimum of one (1) foot deep and twelve (12) inches beyond outside of enclosure. Backfill shall be compacted in six (6) inch layers all around enclosures in excavated area to maintain stability and prevent settlement. No flushing enclosures shall be placed in areas which are subject to vehicular traffic.

4. Rigid Polystyrene insulation or Ford Meter Box Co. (Model CCID-24) insulating disc shall be furnished and installed as indicated on the plans.

5. Two (2)-inch stainless steel ball valve and threaded (2) inch quick connect coupling shall be furnished and installed as indicated in the plans.

D. ENGINEERED THERMOPLASTIC VALVES & FITTINGS

1. All plastic valve and fitting components furnished primarily for the lateral assemblies are to be tested for compliance with ASTM D 1599 (Categories 7.1.1, 7.2.2, and 7.2.3). Components shall be tested against the requirements of ASTM D2513 (Categories 6.10.1 and 6.10.2).

2. All pipe connections shall be made using compression fitting connections including a Buna-N O-ring for sealing to the outside diameter of the pipe. A split-collet locking device shall be integrated into all pipe connection fittings to securely restrain the pipe from hydraulic pressure and external loading caused by shifting and settling.

3. Polypropylene curb stop (plug) valves shall be pressure-tight in both directions. The tee-head shall include a ratcheting feature to prevent breaking from over-torquing the valve handle. EPDM or Buno-N O-rings shall be used to provide a redundant, watertight seal on the stem. A spherical, PVC ball shall be supported in molded, polyethylene seats to provide watertight seals in either direction, as well as maximum

flow capicaity and ease of operation. Valves shall be designed to withstand a working pressure of 150 psi minimum.

4. All fittings and valves shall be rated for 150 psi service.

5. Completed lateral assembly shall be provided by Environment One Corporation, Niskayuna, New York, or approved equal.

E. PLUG VALVES (MAIN LINES & SERVICE LATERAL ASSEMBLY)

1. All plug valves shall be of the non-lubricated, resilient seated, eccentric type.

2. Plug valves shall be located in the low pressure sewer main line at flushing connections and at system zone isolation locations, and at each service lateral assembly along with a with a curb stop and redundant check valve as specified herein.

3. All plug valves shall be of appropriate size to not restrict flow. All plug valves shall be of the drip-tight-closing, resilient-faced plug type, and shall be of the eccentric seating construction such that the opening movement of the closing member (plug) results in the closing member rising off the body seat contact. Port areas shall be equal to at least 80 percent of the nominal size pipe area.

4. Valve bodies, bonnets and plugs shall be constructed of cast iron meeting the requirements of ASTM A126 Class B or polypropylene.

5. Valves shall be rated for 250 psi. An adjustable close position stop shall be provided for field adjustment. The seat end and standard flow direction shall be cast on the valve body.

6. All shaft seals shall be replaceable without disassembling the valve and while the valve is under system operating pressure.

7. The plug shall be of a one-piece design with a precision molded resilient facing. The resilient seating surface shall not be in the flow way pattern when the valve is in the open position. The body seating surface shall be welded nickel overlay containing a minimum of 90% nickel.

8. Unless otherwise noted or indicated, all valve and connections shall be ANSI Class 250 flanges, or threaded for polypropylene compression fittings suitable for use with SDR 11 HDPE pipe, depending on size of the valve.

9. All eccentric plug valves shall be as manufactured by DeZURIK, or approved equal

F. VALVE BOXES: All main line plug valves (including plug valves at flushing connections) shall be furnished with a cast iron valve box, complete with cast iron lids. The word “SEWER” shall be cast in the lid. The boxes shall be of such length as will be adapted, without full extension, to the depth of cover required over the pipe at the valve location.

G. CURB BOXES: All service lateral assembly plug valves shall be furnished with a curb box constructed of ABS plastic, conforming to ASTM D1788. Lid shall be cast iron conforming to ASTM A48 class 25, providing magnetic detectability, with pentagon head bolts. Curb boxes shall be arch pattern base and shall be provided with height adjustment.

H. REDUNDANT CHECK VALVES: All service line lateral assemblies shall be furnished with a separate injection molded from glass fiber reinforced PVC check valve. The valve shall be 1 ¼" and shall be a gravity operated flapper type including a non-fouling integral hinge made from fabric reinforced synthetic elastomer to ensure corrosion resistance, dimensional stability, fatigue strength, and trouble free operation. The check valve will provide a fully-ported passageway when open and shall introduce a friction loss of less than 6-inches of water at maximum rated flow. The non-metallic hinge shall be an integral part of the flapper assembly, also providing maximum degrees of freedom for assured seating at a very low back pressure. The valve body shall be injection molded from fiber reinforced PVC with socket ends or threaded for polypropylene compression fittings suitable for use with SDR 11 HDPE pipe.

I. INSTALLATION

1. GENERAL - The quality of all materials, the process of manufacture and the finished products shall be subject to inspection and approval by the District Inspector. Such inspection may be made at the place of manufacture or on the work site after delivery or at both places. Products shall be subject to rejection at any time on account of failure to meet any of the specification requirements even though sample products may have been accepted as satisfactory at the place of manufacture.

    - Prior to being installed, each pipe, fitting and valve shall be carefully inspected and those not meeting the specifications shall be rejected and removed from the work site.

2. PIPE HANDLING - Pipe shall be stored on clean, level ground to prevent undue scratching or gouging of the pipe. If the pipe must be stacked for storage, such stacking should be in accordance with the pipe manufacturer's recommendations. The pipe should be in such a manner that it is not damaged by being dragged over sharp objects or cut by chokers or lifting equipment.

3. DAMAGED PIPE - Segments of pipe having cuts or gouges in excess of 10 percent of the wall thickness of the pipe shall be cut out and removed. The undamaged portions of the pipe shall be rejoined using the butt fusion joining method. Sections of polyethylene pipe should be joined into continuous lengths on the job site above ground. The joining method shall be the butt-fusion method and shall be performed in strict accordance with the pipe manufacturer's recommendations. The butt-fusion equipment used in the joining procedure shall be capable of meeting all conditions recommended by the pipe manufacturer, including, but not limited to, fusion temperature, alignment and fusion pressure.

4. HANDLING FUSED SEGMENTS - Fused segments of pipe shall handled so as to avoid damage to the pipe. When lifting fused sections of pipe, chains or cable-type chokers should be avoided. Nylon slings are preferred. Spreader bars should be used when lifting long, fused sections. Care should be exercised to avoid cutting or gouging the pipe.

5. TRACER WIRE - All main line and service line low pressure sewer mains shall be provided with an electrically continuous type TW insulated #8 tracer wire. The wire

shall be installed along the pipe, fastened to the pipe at a minimum of 10 ft. Intervals and terminating above ground with the lead taped around each structure.

6. PIPE INSTALLATION - The Contractor shall provide proper implements, tools and facilities for the safe and expeditious prosecution of the work.

   - The interior of every pipe, fitting and valve shall be cleaned of all debris, dirt and other foreign material before being laid and shall be kept clean until accepted in the completed work.

7. SETTING VALVES AND VALVE BOXES - Clean the interiors of valves of foreign matter before installation. Inspect valves in opened and closed positions to insure all parts are in working condition.

   - Set buried valves and valve boxes plumb. Center valve boxes on the valves or valve operators.

8. DRILLING WATER - The Contractor is responsible for securing, transporting, and storing any water required for drilling and hydrostatic testing.

J. TESTING: All low pressure sewer main shall be hydrostatically tested in accordance with Specification Section 205.4.

207.3 DUAL GRINDER LOW PRESSURE SYSTEM

A. LOW PRESSURE SEWER MAIN MATERIALS

1. All pipe, fittings, valves and appurtenances shall be as specified herein. All pipe, fittings, valves and appurtenances shall be new.

2. All low pressure sewer main pipe shall be SDR 11 HDPE (1 ¼"- 6" diameter), in accordance with Paragraph E.

B. HIGH DENSITY POLYETHYLENE (HDPE) PIPE AND FITTINGS

1. PIPE

   - HDPE pipe (PE 3408) shall meet the requirements of Type III Class C, Category 5, P34 material as described in ASTM D 1248. Cell classifications shall be 345434C in accordance with ASTM D 3350-840. Design manufacture pipe for a working pressure of 128 psi, with a typical depth of cover of 54 inches to the top of pipe.
   - Melt flow shall be no greater than 0.15 gms/10 min. when tested in accordance with ASTM D 1238-Condition E. (Melt Flow shall be no greater than 4.0 gms/10 min. when tested in accordance with ASTM D 1238-Condition F.) 1 Flexural Modulus shall be 110,000 psi to less than 160,000 psi when tested in accordance with ASTM D 790. Tensile strength at yield shall be 3,200 psi to less than 3,500 psi when tested in accordance with ASTM D

638. Environmental Stress Crack Resistance shall be in excess of 5,000 hours with zero failures when tested in accordance with ASTM D 1693 – Condition C.

- Hydrostatic Design Basis shall be 1,600 psi at 23°C when tested in accordance with ASTM D 2837.
- Polyethylene pipe shall have ductile iron pipe equivalent outside diameter unless otherwise specified.

2. FITTINGS - Fittings shall be manufactured in accordance with the reference standards listed in these specifications and the material types and design pressure and temperature ranges specified.

   - Fittings shall be manufactured by the same manufacturer as the pipe to which fusion bonding is intended, using identical materials and meeting the same pressure requirements.
   - Fittings shall not be field fabricated.

3. FUSION BONDING PROCEDURE - Piping joints other than those shown as flanged or otherwise mechanically connected shall be butt fusion bonded in accordance with a written bonding procedure specification (BPS) as required by ANSI (ASME B31.3, Chapter VII, paragraph A-328). BPS shall include cutting and facing requirements.

   - Materials to be fusion bonded shall be from the same manufacturer.
   - Bonders and bonding operators shall be qualified in the use if the BPS as required by ANSI/ASME B31.3, chapter VII, paragraph A-328. Qualification records certifying that bonders and bonding operators employed to complete fusion bonding are qualified in the BPS shall be submitted prior to commencement of fusion bonding work.
   - Bonding equipment specified in the BPS shall be in proper operating condition. Equipment heater performance shall be tested and certified prior to use for fusion bonding. Bonders and bonding operators shall be qualified for the specific bonding equipment utilized in the fusion bonding work.

4. QUALITY ASSURANCE - The pipe and fittings manufacturer shall have an established quality control program responsible for inspecting incoming materials and outgoing pipe, fittings and components.

   - Incoming polyethylene materials shall be inspected for density per ASTM D-1 505 and melt flow rate per ASTM D-1238 and contamination. All incoming materials shall be certified by the supplier. Certificates shall be verified by the pipe manufacturer and submitted to the Engineer.

C. FLUSHING CONNECTION ENCLOSURES, COVER, INSULATION, BEDDING, BALL VALVE, COUPLING

1. Flushing enclosures shall be PVC material or injection molded polyethylene plastic using a structural foam process. Wall thickness shall not be less than ½-inch. Enclosures shall be twenty four (24) inches diameter by thirty (30) inches long. Color shall be white or as selected by the owner. Enclosures shall be as manufactured by Ford Meter Box Co. (Model PST-24-30) or by Southeastern Distributors, Sweetwater, Tennessee, or approved equal.

2. Covers shall be cast iron a minimum 15” inch diameter lid opening. Lid shall have a lifter worm lock with standard pentagon bolt. A minimum of five (5) lifter keys shall be delivered to the Owner. The word “Sewer” shall be cast in the top of the lid. Covers shall be Ford Meter Box Company (Model FC-52) or approved equal. Lids shall be Ford Meter Box Co. (Model C5L-Sewer) or approved equal.

3. Enclosures shall be set vertically on a base of a compacted limestone aggregate (IN. #53’s) a minimum of one (1) foot deep and twelve (12) inches beyond outside of enclosure. Backfill shall be compacted in six (6) inch layers all around enclosures in excavated area to maintain stability and prevent settlement. No flushing enclosures shall be placed in areas which are subject to vehicular traffic.

4. Rigid Polystyrene insulation or Ford Meter Box Co. (Model CCID-24) insulating disc shall be furnished and installed as indicated on the plans.

5. Two (2)-inch stainless steel ball valve and threaded (2) inch quick connect coupling shall be furnished and installed as indicated in the plans.

D. ENGINEERED THERMOPLASTIC VALVES & FITTINGS

1. All plastic valve and fitting components furnished primarily for the lateral assemblies are to be tested for compliance with ASTM D 1599 (Categories 7.1.1, 7.2.2, and 7.2.3). Components shall be tested against the requirements of ASTM D2513 (Categories 6.10.1 and 6.10.2).

2. All pipe connections shall be made using compression fitting connections including a Buna-N O-ring for sealing to the outside diameter of the pipe. A split-collet locking device shall be integrated into all pipe connection fittings to securely restrain the pipe from hydraulic pressure and external loading caused by shifting and settling.

3. Polypropylene curb stop (plug) valves shall be pressure-tight in both directions. The tee-head shall include a ratcheting feature to prevent breaking from over-torquing the valve handle. EPDM or Buno-N O-rings shall be used to provide a redundant, watertight seal on the stem. A spherical, PVC ball shall be supported in molded, polyethylene seats to provide watertight seals in either direction, as well as maximum flow capicaity and ease of operation. Valves shall be designed to withstand a working pressure of 150 psi minimum.

4. All fittings and valves shall be rated for 150 psi service.

5. Completed lateral assembly shall be provided by Environment One Corporation, Niskayuna, New York, or approved equal.

E. PLUG VALVES (MAIN LINES & SERVICE LATERAL ASSEMBLY)

1. All plug valves shall be of the non-lubricated, resilient seated, eccentric type.

2. Plug valves shall be located in the low pressure sewer main line at flushing connections and at system zone isolation locations, and at each service lateral

assembly along with a with a curb stop and redundant check valve as specified herein.

3. All plug valves shall be of appropriate size to not restrict flow. All plug valves shall be of the drip-tight-closing, resilient-faced plug type, and shall be of the eccentric seating construction such that the opening movement of the closing member (plug) results in the closing member rising off the body seat contact. Port areas shall be equal to at least 80 percent of the nominal size pipe area.

4. Valve bodies, bonnets and plugs shall be constructed of cast iron meeting the requirements of ASTM A126 Class B or polypropylene.

5. Valves shall be rated for 250 psi. An adjustable close position stop shall be provided for field adjustment. The seat end and standard flow direction shall be cast on the valve body.

6. All shaft seals shall be replaceable without disassembling the valve and while the valve is under system operating pressure.

7. The plug shall be of a one-piece design with a precision molded resilient facing. The resilient seating surface shall not be in the flow way pattern when the valve is in the open position. The body seating surface shall be welded nickel overlay containing a minimum of 90% nickel.

8. Unless otherwise noted or indicated, all valve and connections shall be ANSI Class 250 flanges, or threaded for polypropylene compression fittings suitable for use with SDR 11 HDPE pipe, depending on size of the valve.

9. All eccentric plug valves shall be as manufactured by DeZURIK, or approved equal

F. VALVE BOXES: All main line plug valves (including plug valves at flushing connections) shall be furnished with a cast iron valve box, complete with cast iron lids. The word “SEWER” shall be cast in the lid. The boxes shall be of such length as will be adapted, without full extension, to the depth of cover required over the pipe at the valve location.

G. CURB BOXES: All service lateral assembly plug valves shall be furnished with a curb box constructed of ABS plastic, conforming to ASTM D1788. Lid shall be cast iron conforming to ASTM A48 class 25, providing magnetic detectability, with pentagon head bolts. Curb boxes shall be arch pattern base and shall be provided with height adjustment.

H. REDUNDANT CHECK VALVES: All service line lateral assemblies shall be furnished with a separate injection molded from glass fiber reinforced PVC check valve. The valve shall be 1 ¼” and shall be a gravity operated flapper type including a non-fouling integral hinge made from fabric reinforced synthetic elastomer to ensure corrosion resistance, dimensional stability, fatigue strength, and trouble free operation. The check valve will provide a fully-ported passageway when open and shall introduce a friction loss of less than 6-inches of water at maximum rated flow. The non-metallic hinge shall be an integral part of the flapper assembly, also providing maximum degrees of freedom for assured seating at a very low back pressure. The valve body shall be injection molded from fiber reinforced PVC with socket ends or threaded for polypropylene compression fittings suitable for use with SDR 11 HDPE pipe.

I. INSTALLATION

1. GENERAL - The quality of all materials, the process of manufacture and the finished products shall be subject to inspection and approval by the District Inspector. Such inspection may be made at the place of manufacture or on the work site after delivery or at both places. Products shall be subject to rejection at any time on account of failure to meet any of the specification requirements even though sample products may have been accepted as satisfactory at the place of manufacture.

    - Prior to being installed, each pipe, fitting and valve shall be carefully inspected and those not meeting the specifications shall be rejected and removed from the work site.

2. PIPE HANDLING - Pipe shall be stored on clean, level ground to prevent undue scratching or gouging of the pipe. If the pipe must be stacked for storage, such stacking should be in accordance with the pipe manufacturer's recommendations. The pipe should be in such a manner that it is not damaged by being dragged over sharp objects or cut by chokers or lifting equipment.

3. DAMAGED PIPE - Segments of pipe having cuts or gouges in excess of 10 percent of the wall thickness of the pipe shall be cut out and removed. The undamaged portions of the pipe shall be rejoined using the butt fusion joining method. Sections of polyethylene pipe should be joined into continuous lengths on the job site above ground. The joining method shall be the butt-fusion method and shall be performed in strict accordance with the pipe manufacturer's recommendations. The butt-fusion equipment used in the joining procedure shall be capable of meeting all conditions recommended by the pipe manufacturer, including, but not limited to, fusion temperature, alignment and fusion pressure.

4. HANDLING FUSED SEGMENTS - Fused segments of pipe shall handled so as to avoid damage to the pipe. When lifting fused sections of pipe, chains or cable-type chokers should be avoided. Nylon slings are preferred. Spreader bars should be used when lifting long, fused sections. Care should be exercised to avoid cutting or gouging the pipe.

5. TRACER WIRE - All main line and service line low pressure sewer mains shall be provided with an electrically continuous type TW insulated #8 tracer wire. The wire shall be installed along the pipe, fastened to the pipe at a minimum of 10 ft. Intervals and terminating above ground with the lead taped around each structure.

6. PIPE INSTALLATION - The Contractor shall provide proper implements, tools and facilities for the safe and expeditious prosecution of the work.

    - The interior of every pipe, fitting and valve shall be cleaned of all debris, dirt and other foreign material before being laid and shall be kept clean until accepted in the completed work.

7. SETTING VALVES AND VALVE BOXES - Clean the interiors of valves of foreign matter before installation. Inspect valves in opened and closed positions to insure all parts are in working condition.

- Set buried valves and valve boxes plumb. Center valve boxes on the valves or valve operators.

8. DRILLING WATER - The Contractor is responsible for securing, transporting, and storing any water required for drilling and hydrostatic testing.

J. TESTING: All low pressure sewer main shall be hydrostatically tested in accordance with Specification Section 205.4.

Merrillville Conservancy District

STANDARDS & SPECIFICATIONS

SERVICE CONNECTIONS / BUILDING SEWERS

300 GENERAL

MERRILLVILLE CONSERVANCY DISTRICT

SERVICE CONNECTIONS / BUILDING SEWERS

300 GENERAL

300.1 - USE ORDINANCE

A. Copies of the latest revision of the Merrillville Conservancy District Sewer "Use Ordinance", which indicates the type of wastewater to be admitted to the system and the provisions for the connection to, discharge to, and use of the system, are available at the Merrillville Conservancy District Office. This Specification Section 300 shall use excerpts from said "Use Ordinance". It is not the intent of this Specification to incorporate all the provisions of this Ordinance and, should there be any clarifications that are not covered by this Specification, a copy of the "Use Ordinance" should be secured and reviewed.

300.2 - CONNECTION REQUIREMENTS

A. The owner(s) of all houses, buildings, or properties used for human occupancy, employment, recreation, or any other purpose, situated within the District and abutting on any street, alley, easement or right-of-way in which there is now located or may in the future be located a public sanitary sewer of the District, is hereby required at the owner(s) expense to install state plumbing code approved toilet, kitchen, and laundry facilities therein, and to connect such facilities directly to the public sewer with a properly designed and constructed building sewer in accordance with the requirements of this Specification Section 300 and the provisions of the Use Ordinance, within 90 days after the date of official notice to do so, provided that said public sewer is within 200' of the property line.

B. Should a District public sewer not be available within the prescribed distance, then the building sewer shall be connected to a private sewage disposal system complying with requirements and recommendations of the Indiana Department of Environmental Management, and as approved by the Lake County Health Department.

   Alternatively, the building sewer owner may construct the necessary public sewer at his expense to connect to the MCD sanitary sewer system. The building sewer owner would be eligible for a cost recovery agreement in accordance with state statute.

C. At such time the public sewer becomes available to a property served by a private sewage disposal system, a building sewer / service connection shall be designed and constructed to connect to the public sewer in compliance with these Specifications and the "Use Ordinance" and the private sewage disposal facility shall be abandoned.

300.3 - PROCEDURE

Proposed **building sewer construction, including service connections and indivi dual low-pressure systems with the intention to connect to the ex isting Merrillville Conservancy District sanitary sewer system** shall be required to adhere to the following procedure for District review, approval, and acceptance during preliminary, design, construction, and completion phases of the proposed building sewer project in accordance with this Specification Section 300.3.

A. **Preliminary Approval Phase**:

1. The Applicant shall obtain the latest revision of the Merrillville Conservancy District Standards and Specifications, and review these Standards and Specifications regarding building sewer procedures and technical standards.

2. The Applicant shall contact the District to provide notice of proposed building sewer and obtain a Building Sewer (Tap-In) Application, a copy of which is attached to the Standards and Specifications. The District can be contacted at 6250 Broadway, Merrillville, IN, or at (219) 980-5220.

3. The Applicant contact with the District shall provide or schedule the opportunity to discuss details of the building sewer proposal, District requirements, procedures for plan review, construction, completion / acceptance, and anticipated fees/costs associated with the proposed building sewer.

B. **Design Review Phase**:

1. A **Building Sewer (Tap-In) Application** shall be required for each separate and all building sewers or service connections that are intended to connect to the existing Merrillville Conservancy District sanitary sewer system. This permit may be required by the local building authority along with the building permit before any building construction takes place.

2. The Applicant shall complete and deliver to the District, a Building Sewer (Tap-In) Application prior to beginning the building sewer construction, along with proposed construction drawings, if applicable. The building sewer applications shall be divided into three (3) classes as follows:

   Class (1A) - *Residential* service connections
   Class (1B) - *Commercial* service connections
   Class (2) - *Industrial* waste discharge service connections

   In either case, the Applicant shall make Building Sewer (Tap-In) Application on the latest revision of forms furnished by the Merrillville Conservancy District.

For Class (2) industrial waste discharge Applicant, pretreatment of proposed discharge is required and subject to Federal Categorical Pretreatment Standards, and EPA requirements as contained in 40 CFR part 403 entitled "General Pretreatment Regulations for Existing and New Sources of Pollution".

Class (2) Industrial waste discharge Applicant shall also complete and submit, as applicable, Industrial Waste Survey, and Discharge and Monitoring forms as provided by the Merrillville Conservancy District, in accordance with the Merrillville Conservancy District Use Ordinance referenced in Specification Section 300.1.

The District may require Applicant to provide sampling or testing structures or equipment and periodic sample collection to protect existing infrastructure and ensure maintaining discharge requirements to the Gary Sanitary District.

3. The Applicant shall provide, at the request of the District, any additional proposed discharge information or proposed building sewer or connection data along with the Building Sewer (Tap-In) Application for the District's review.

4. At the time of submission of the Building Sewer (Tap-In) Application for the District review, the Applicant shall submit payment of required Tap Fees in accordance with Specification Section 300.5.

5. The District may utilize the District Engineering Consultant to assist in the review of the Building Sewer (Tap-In) Application and any additional information or data regarding the proposed building sewer or discharge.

6. The District shall complete review of the Building Sewer (Tap-In) Application and inform the Applicant of determination within 7 days of receipt.

7. Upon District approval of the Building Sewer (Tap-In) Application, the District shall approve Application and issue a letter of sewer availability to the Applicant. This letter of sewer availability may be required for Town or County issuance of building permit.

C. **Construction Phase**:

1. ***Prior to the Contractor beginning construction*** of a proposed building sewer, including service connections and individual low-pressure systems with the intention to connect to the existing Merrillville Conservancy District sanitary sewer system, the Applicant shall meet or perform the following requirements:

   - The Applicant shall provide notification to the District Inspector a minimum 72 hours prior to Contractor beginning construction on the proposed public sewer system.

   - The Applicant shall provide three (3) copies of construction plans, as applicable, to the District.

   - The Applicant shall provide three (3) copies of a proposed construction schedule to the District if the building sewer construction is anticipated to last

longer than 5 days. If the construction of the building sewer is anticipated to last 5 days or less, no schedule is required to be submitted.

- Payment for Inspection Fee and Approved Contractor Fee shall be delivered to the District in accordance with Specification Section 300.5. The Applicant shall be required to verify that the Contractor is approved by the District.

- The Contractor's bond and insurance requirements shall be met and documents attesting to the requirements shall be submitted to or on file with the District in accordance with Specification Section 300.6.

- Copies of all permits required for construction shall be submitted to the District in accordance with Specification Section 300.9.

2. ***During Construction*** of a proposed building sewer, including service connections and individual low-pressure systems with the intention to connect to the existing Merrillville Conservancy District sanitary sewer system, the Applicant shall meet or perform the following requirements:

    - The Contractor shall make available any and all work to inspection and testing, and shall not cover any work without inspection performed or consent by the District Inspector, and connection to existing Merrillville Conservancy District sanitary sewer system shall not be performed without the approval and without being in the presence of the District Inspector.

    - The Contractor shall coordinate with the District Inspector and perform required testing in accordance with Specification Section 205.

    - Record Documents shall be kept to date by the Contractor in accordance with Specification Section 300.7.

D. **Completion / Acceptance Phase**:

1. Prior to final acceptance of the constructed building sewer, the Applicant shall submit at a minimum two (2) hard copies, and electronic versions if requested by the District, of the final sets of Record Drawings to the District in accordance with Specification Section 300.7.

2. Prior to final acceptance of the constructed building sewer, the Applicant shall deliver payment of all outstanding fees to the District in accordance with Specification Section 300.5.

3. The Merrillville Conservancy District shall recommend to the Town of Merrillville or the appropriate authority ***NOT*** to issue an Occupancy Permit if any or all above items are not completed appropriately.

300.4 - CHECKLIST

A. See attached "MCD - Service Connections / Building Sewers - District Procedure Checklist" at the end of Specification Section 300.

300.5 - FEES *(Subject to Periodic Modification) - also See Appendix B - Fee Summary Table

A. **Plan Review Fees** shall be not be required for proposed *building* sewers less than 8" diameter, including service connections or individual low-pressure systems with the intention to connect to the existing Merrillville Conservancy District sanitary sewer system. (The District requires reimbursement of costs incurred to review all proposed *public* sewer system plans in accordance with Specification Section 100.3.) Plan Review Fees shall be required for proposed *building* sewers 8" diameter or greater in the same manner as the public sewers, in accordance with the fee schedule outlined in Specification Section 100.3.

B. **Special Benefits Assessment** shall not be required for proposed *building* sewers, including service connections or individual low-pressure systems with the intention to connect to the existing Merrillville Conservancy District sanitary sewer system. (Applicable proposed *public* sewer system developments that are proposed to be incorporated into the existing MCD public sewer system shall incur the Special Benefits Assessment in accordance with Specification Section 100.3.)

C. **Inspection Fees** shall be required for proposed *building* sewers, including service connections or individual low-pressure systems with the intention to connect to the existing Merrillville Conservancy District sanitary sewer system. The Merrillville Conservancy District requires reimbursement of costs incurred to inspect all proposed building sewer construction. The building sewer Inspection Fees, which are subject to periodic revision by the Merrillville Conservancy District, are currently set as follows:

First 100 feet of building sewer:	$150.00
Each additional 100 feet of building sewer:	$150.00

Payment of Inspection Fees shall be made by Applicant prior to the Contractor beginning construction on the proposed building sewer in accordance with procedures outlined in Specification Section 300.3.

D. **Tap Fees** shall be required for all *building* sewers or service connections on all proposed *public* sewers that are intended to be incorporated into the existing MCD sanitary sewer system. Additions, remodeling, or change of use may involve an additional fee considered an Alteration Fee. The Tap Fees shall be based on parameters or characteristics in accordance with the latest revision of the Merrillville Conservancy District **Tap Fee Schedule**, subject to periodic revision by the District. A copy of the MCD Current Tap Fee Schedule is attached to this Standards and Specifications Document, Appendix A.

Unless the District determines that an exception is allowable (due to catastrophe, etc…), there shall be no credit of fee for demolished buildings / structures which have been previously connected the existing MCD sanitary sewer system. Relocation or reconstruction of the building sewer from a demolished building / structure shall be

considered a new connection and Tap Fees shall be required for all building sewers or service connections on all proposed public sewers that are intended to be incorporated into the existing MCD sanitary sewer system. The District may charge an Alteration Fee if the basic use of a building is modified or enlarged.

Payment of Tap Fees shall be made by Applicant prior to the start of building sewer construction, and prior to the District approving a **Building Sewer (Tap-In) Application** in accordance with the procedures outlined in Specification Section 300.3.

300.6 - APPROVED CONTRACTOR REQUIREMENTS

A. An **Approved Contractor Fee** shall be required for all new Contractors filing with the District to be placed on the District's Approved Contractor list. This charge should be paid to the District prior to beginning work on any project that will be incorporated into the District. An initial fee of $50.00 shall be required, and a yearly renewal fee of $25.00 shall be required to be forwarded to the District along with a yearly renewal of the Contractor's Certificate of Insurance and Bond Certificates in accordance with Specification Section 300.6.

B. All Contractors installing proposed building sewers within the Merrillville Conservancy District or with the intent to connect to the Merrillville Conservancy District public sewer system shall file with the Board of Directors of the District a suitable Bond protecting the Property Owner and the Merrillville Conservancy District against loss due to inferior workmanship, use of improper materials or improper connections to the public sewer. Said Bond shall also hold the Board of Directors of the District harmless from all legal action resulting from the work of the Contractor within the District limits. Said Bond shall be revoked upon cause by the Board of Directors of the District. Amount of the Bond required shall be at a minimum $25,000.00, subject to periodic modification by the District.

C. It is the purpose of the Bond to ensure the Property Owner that all proposed public sewer systems and/or proposed service connections within the District are made on a compatible and comparable basis so as not to endanger the capacity of the system by the introduction of unwanted or unwarranted storm and ground water infiltration and/or inflow.

D. The Board of Directors shall require the Contractor of the proposed building sewer to properly execute a 96A Form (as prescribed by the Indiana State Board of Accounts) and present a Certificate of Insurance prior to beginning work meeting the following limits:

General Liability: The Contractor shall carry Commercial General Liability Insurance. The policy shall be written on an occurrence basis and shall include broad form property damage coverage. The required limits for this coverage are to meet the minimum amounts shown below. The Merrillville Conservancy District shall be written into the General Liability policy as an additional insured.

Workmen's Compensation Insurance: The Contractor shall carry Workmen's Compensation Insurance to insure his statutory liability to his employees in the state of Indiana, in which the work under this Contract is to be performed.

(1) General Liability

General Aggregate	$ 1,000,000
Each Occurrence	$ 500,000

(2) Workmen's Compensation Statutory

E. The Board of Directors of the District also retains the right to request any such other items deemed necessary by the Board for the protection of its sewers and appurtenances and its freeholders. Non-compliance with the District Standards & Specifications, poor workmanship, improper insurance or lapsed insurance, etc., will allow suspension of the authorization to work in the District. Criteria for sub-contractors shall be the same as for prime contractors. Contactors shall be liable to verify all employees. Approved District Contractors are not allowed to transfer their right to do work for the District to any Contractor not approved by the District. The Contractor must be able to prove that all employees working on the public sewer construction project are on the Contractor's payroll.

300.7 - RECORD DOCUMENTS

A. During construction of a building sewer that has been approved for construction by the Merrillville Conservancy District, including service connections and individual low-pressure systems with the intention to connect to the existing Merrillville Conservancy District sanitary sewer system, the Contractor shall **daily** maintain one copy of Record Drawings at the job site in a clean, dry, legible, updated and current condition.

B. The Contractor shall make the Record Drawings available at all work times for periodic inspection by the District Inspector.

C. The Contractor shall not permanently conceal any work until the required information is recorded and the District Inspector has inspected the work.

D. The Contractor shall legibly mark the Record Drawings to record actual construction on a copy of the approved construction drawings. The Record Drawings shall be labeled "Record Drawing" and initialed by the Contractor, and shall indicate:

1. The actual depths, sizes, materials, and locations of all components of the constructed building sewer.

2. The actual horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.

3. The actual location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.

4. All construction changes resulting from modifications of the design or plan.

5. Physical details not included on the original drawings pertinent to the continued operation and maintenance of the constructed building sewer.

E. The Contractor shall complete and maintain updated records of all service connection locations including the distance as measured along the existing public sewer line to the

nearest downstream manhole, the length of the building sewer pipe installed, the distance from the connection point to the centerline of the street, and the depth at the end of the building sewer at the connection to the public sewer.

F. Upon completion of the work and prior to final acceptance, the Contractor shall deliver two (2) hard copies, and electronic data (CD) if requested by the District, of the Record Drawings to the Merrillville Conservancy District.

G. The Contractor shall accompany the submittal with a transmittal letter in duplicate, containing:

1. The date of submission.
2. The Contractor's name and address.
3. Project title, location, or address, and general scope description.
4. A certification that each document submitted is complete and accurate.
5. The signature of the Contractor or its authorized representative.

300.8 - DISTRICT ENGINEERING CONSULTANT

A. The District may utilize an engineering consultant to assist in performing design analysis, plan reviews and construction inspection functions. The consultant shall be referred to as the “District Engineering Consultant” in the Standards and Specifications herein.

B. The District Engineering Consultant shall provide impartial and unbiased analysis, review and recommendations to the District Board of Directors and the District Inspector and personnel regarding proposed building sewer design or construction, and regarding testing procedures and standards.

300.9 - PERMITS

A. The Applicant or Contractor is responsible for the preparation of applications for all applicable and required state, federal, and local permits and to comply with all applicable state, federal, and local permits governing authority requirements related to the construction of a building sewer within the Merrillville Conservancy District limits with the intention to connect to the existing MCD sanitary sewer system. Applicable permits required for proposed building sewer construction may include but are not limited to the following:

1. IDEM Construction - (sanitary sewer, lift station, force main, building sewer)
2. INDOT - (state highway r-o-w construction)
3. Applicable City, Town, or County Building Permit
4. Local Highway or Street Authority (construction within street or r-o-w)

B. At a minimum, the building sewer design and construction shall always be prepared and performed in accordance with applicable sanitary sewer sections of 327 IAC 3-6, and as recommended in the “10 State Standards”, as referenced by the Indiana Department of Environmental Management (IDEM).

C. All applicable permits, including but not limited to those above, shall be obtained by the Applicant prior to the Contractor beginning construction, and the Contractor shall provide proper notification, make necessary arrangements for proposed construction, and delay beginning construction until all arrangements are completed and permission is granted by the governing authority.

D. The District will assist the Applicant in completing the requirements of the IDEM Construction Permit Application by executing the Capacity Certification / Allocation Letter following the Applicant fulfilling required procedures referenced in Specification Section 300.3.

300.10 - FACILITIES CONNECTED

A. No person shall connect any roof downspout, exterior foundation drain, or other source of surface runoff or groundwater to a building sewer or building drain which is connected directly or indirectly to the existing or a proposed District sanitary sewer.

B. Home water usage facilities shall be required to meet the water conservation and minimum requirements of IDEM and the local plumbing code.

300.11 - CLARIFICATION

A. Should the Applicant have any questions regarding the District procedure, design, or construction requirements of a building sewer / service connection, the District Manager or the District Inspector may be contacted for an interpretation and clarification. Should the question address a technical or design issue, the District Manager or District Inspector may refer to the District Engineering Consultant for additional support in interpretation, clarification, or recommendation.

MERRILLVILLE CONSERVANCY DISTRICT

SERVICE CONNECTIONS / BUILDING SEWERS

Applicant _____
Project / Phase _____
Project No. _____

PROCEDURE CHECKLIST

Item No.	District Requirements / Procedures	Date Completed
A.	**PRELIMINARY APPROVAL PHASE**	
1	Applicant to provide notice to the District of proposed building sewer and obtain a Building Sewer (Tap-In) Application. Applicant shall also obtain a copy of the MCD Standards and Specifications for reference.	
2	Applicant to contact the District to provide or schedule the opportunity to discuss the building sewer proposal, District requirements, procedure, and fees.	
B.	**DESIGN REVIEW PHASE**	
1	Applicant to submit Building Sewer (Tap-In) Application to the District for review. Allow 7 days for District review.	
2	Applicant to submit, at the District request, any additional proposed discharge information or proposed building sewer or connection data, along with Application for review.	
3	Applicant to submit payment of required Tap Fees to the District, along with Application for review.	
4	The District to forward a letter of sewer availability to Applicant indicating approval of proposed Building Sewer (Tap-In) Application, and contingencies. Letter indicates required (72 hr) notification to the District Inspector prior to beginning construction.	
C.	**CONSTRUCTION PHASE**	
1	Applicant to provide (2) copies of proposed construction schedule to the District, prior to beginning construction, if construction is anticipated to last over 5 calendar days.	
2	Applicant to submit or ensure payment is made for Inspection Fee and Approved Contractor Fee, prior to beginning construction. Applicant to ensure Contractor is an approved Contractor of the District.	
3	Applicant to verify Contractors bonds/insurance requirements are met and documents indicating so are submitted to or are on file at the District, prior to beginning construction.	
4	Applicant to submit copies of all required permits for construction to the District, prior to beginning construction.	
5	Contractor to install proposed building sewer in accordance with MCD Standards and Specifications, during construction.	
6	Contractor to coordinate inspection and successful testing with the District Inspector, during construction.	
7	Contractor to maintain daily record drawings (as-builts) onsite and make available for District review, during construction.	
D.	**COMPLETION / ACCEPTANCE PHASE**	
1	Applicant to submit, at a minimum, (2) hard copies, and electronic version if required by the District, of the final sets of record drawings to the District.	
2	Applicant to submit payment of all outstanding fees to the District.	
3	District to recommend Town of Merrillville, or appropriate Authority, ***NOT*** to issue Occupancy Permit should any above items not be completed appropriately.	

Merrillville Conservancy District

STANDARDS & SPECIFICATIONS

SERVICE CONNECTIONS / BUILDING SEWERS

400 TECHNICAL SPECIFICATIONS

MERRILLVILLE CONSERVANCY DISTRICT

SERVICE CONNECTIONS / BUILDING SEWERS

400 TECHNICAL SPECIFICATIONS

400.1 - MATERIALS

A. Pipe and fittings for the building sewers shall be one of the following types: ductile iron pipe (di), or polyvinyl chloride (pvc) pipe. Pipes, fittings and joints shall meet the following specifications and shall be supplied in the classes or strengths specified unless greater strengths are recommended by the pipe manufacturer for conditions to be encountered on the project.

1. Ductile Iron Pipe shall confirm to the latest revisions of ANSI/AWWA C150/A21.50 and ANSI/ AWWA C151/A21.51. The ductile iron pipe and fittings shall be pressure class 350 or shall be according to the manufacturer's recommendations for the pipe size, laying conditions, and proposed depth of bury of the pipe, whichever is greater. Ductile iron fittings shall conform to the latest revisions of ANSI/SWWA C110/A21.10. All joints shall be rubber gasket push-on joints conforming to the latest revisions of C111/A21.11. Mechanical joints shall be used when joint restraint is necessary or required. The ductile iron pipe shall be manufactured with a ceramic epoxy interior lining or an epoxy-polyethylene composite interior lining system, and be installed with a polyethylene encasement conforming to the latest revisions of C105/A21.5.

2. Polyvinyl Chloride Pipe (PVC)

   - PVC building sewer pipe shall be PSM SDR 35 PVC pipe. Pipe and fittings shall conform to the latest revision of ASTM D3034 and shall have a minimum pipe stiffness of 46 psi at 5% deflection when tested in accordance with ASTM D2412.

   - Joints shall be elastomeric gasket joints and shall conform to the latest revisions of ANSI /ASTM F477 and ANSI / ASTM D3212.

3. Ductile Iron Pipe shall always be the material used for building sewers installed beneath pavement, street, driveway or parking lot at a depth of cover less than 3.5 ft. AWWA C900 PVC may be substituted in lieu of Ductile Iron Pipe, however, SDR-35 PVC shall not be installed beneath pavement, street, driveway, or parking lot with a depth of cover less than 3.5 ft.

4. Other types of pipes and fittings may only be used after approval by the Merrillville Conservancy District.

B. The pipe shall be furnished in the longest manufactured lengths. Shorter or cut lengths shall be used only where necessary to make closure. Branches, bends or other specials shall be made to standard dimensions. All pipes shall be straight, true in form, full diameter throughout, and shall have deep and wide socket joints. The interior of all pipe and accessories shall be kept free from dirt and foreign matter at all times.

C. Joints shall conform to the specifications listed above and shall be of a design that will permit flexibility and ensure watertight construction of the sewer line. All pipe joints shall be made in accordance with the instructions of the manufacturer of the joint material and/or the pipe. In all jointing operations, the trench must be dewatered when joints are made and kept dewatered until sufficient time has elapsed to assure efficient hardening or bonding of the joint material. Bell and spigot ends of the pipe shall first be wiped clean before actual jointing operations are started.

D. When jointing pipe of dissimilar material or similar material, a watertight flexible coupling between the two shall be used. This coupling shall be constructed of flexible PVC and shall be clamped to each pipe end using one or more stainless steel bands. The coupling shall be installed in accordance with the manufacturer's recommendations. Coupling shall be as manufactured by Fernco of Davison, Michigan. ***See Standard Detail # 500.9***.

E. The connection between the building drain and the building sewer shall be made with a suitable adaptor to adequately prevent leakage or infiltration. See ***Standard Detail # 500.1***.

F. The size and slope of the building sewer shall be subject to the approval of the District Inspector, but in no event shall the diameter of a building sewer be less than 6". The slope of a building sewer shall not be less than 1/8" per foot. The maximum length of a building sewer between manholes or cleanouts shall be 300 ft.

G. Where the depth of the gravity sanitary sewer allows, the end of the building sewer near the connection point shall be installed at approximately 10' depths or as deep as possible by installing the line with a minimum of a 1% slope.

H. Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor and a cleanout shall be installed within 5' of an exterior building wall unless the District approves a different alignment.

I. No building sewer shall be laid parallel to, or within 3' of any bearing wall which might thereby be weakened. The depth shall be sufficient to afford protection from frost.

J. The building sewer shall be laid at a uniform grade and in straight alignment insofar as possible. Changes in directions shall be discouraged, and shall be made only with approved fittings. A manhole or cleanout shall be provided at each horizontal change in direction. See ***Standard Details # 500.2 - 500.4***.

K. Building sewer connections to gravity sanitary sewers shall only be made at manufactured fittings. No saddle connections are acceptable. Tee or Wye service connections shall be installed in accordance with ***Standard Details # 500.2 - 500.4***. In lieu of fitting connections, Inserta Tee compression fit manufactured fittings are acceptable means to connect 6"

through 15” service connections to existing solid wall, profile, closed profile, and corrugated gravity sewer main, when existing main is cored and Inserta Tee is installed in strict accordance with manufacturers recommendations.

L. In all buildings which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such drains shall be lifted by a District approved artificial means and discharged to the building sewer. No water operated sewage ejector shall be used. An individual grinder pump manufactured by E-One, as specified in Specification Section 400.5 is acceptable.

M. Grease, oil and sand interceptors shall be installed when they are necessary for the proper handling of liquid wastes containing flammable wastes, sand and/or other harmful ingredients; however, such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of type and capacity approved by the District. See ***Standard Detail # 500.5*** for the standard grease and oil interceptor designs.

N. For restaurants and any other food handling or processing establishments using 5,000 gallons of water per day or more or having a seating capacity of 150-300 seats or more, two 1,000 gallon interceptors in a series flow configuration are required. See ***Standard Detail # 500.6*** for the tandem series grease and oil interceptor design. For water use of less than 5,000 gallons per day, one 1,000 gallon interceptor is required. Said interceptor shall be located as to be readily and easily accessible for cleaning and inspection. In the maintaining of these interceptors, the owner(s) shall be responsible for the proper removal and disposal by appropriate means of the captured material and shall maintain records of the dates and means of disposal which are subject to review by the District. Any removal and hauling of the collected materials not performed by the owner(s) personnel must be performed by a licensed waste disposal firm.

400.2 - EXCAVATION

A. All excavations required for the installations of the building sewers shall be open trench method unless otherwise approved by the District Inspector. Pipe laying and backfill shall be performed in accordance with ASTM Specifications except that no backfill shall be placed until the work has been inspected by the District Inspector or his representative.

B. For all sizes of building sewers, bedding material shall meet the requirements of bedding for public sewer installations, and shall be in accordance with Specification Section 304.2 and ***Standard Detail # 500.7***.

C. Since the load on the pipe, for most trenches, increases approximately with the square of the width, it follows that the trenches should be as narrow as is practically possible, at least from the bottom to the level of the top of the pipe.

D. Pipe laid in rock trenches shall require supplementary foundation to provide uniform support for the barrel of the pipe. A satisfactory foundation in such cases is small size broken stone or gravel, at least 4” thick minimum and 6” thick maximum under the pipe to support the bottom quadrant. Proper tamping is necessary to prevent lateral displacement of the pipe especially during backfilling and to assure loading on the pipe is uniformly distributed. Best results are obtained by placing selected backfill in successive layers of not more than 6” each. Backfill should be placed completely under the pipe barrel with adequate tamping to

offset any shrinkage caused by subsequent consolidation of the earth envelope. Tamping should continue until backfill is 12" over the pipe. The remainder of the backfill should then be placed using a reasonably uniform material, free from large stone, frozen chunks or other debris that could cause an unbalanced loading.

E. For any pipe having a corrosion protection outer coating or encasement, the bedding material must be free of material or material characteristics which could damage the protective coating or encasement in accordance with Specification Section 304.2. **SLAG IS NOT ALLOWABLE BEDDING MATERIAL**.

F. If the soil or other material at the bottom of the trench is determined by the District Inspector to provide unsatisfactory foundation for the pipe, the unsuitable soil or other material shall be excavated and replaced with compacted granular material acceptable to the District in accordance with Specification Section 304.2.

G. All backfilling of building sewers shall meet the requirements of backfilling public sewers, and shall be in accordance with Specification Section 304.3 and in accordance with ***Standard Detail 500.16***. Backfilling shall provide for a sufficient base for immediate restoration of pavement, streets, sidewalk or parking lot damage.

400.3 - CONNECTION DETAILS

A. Building sewer connections to gravity sanitary sewers shall only be made at manufactured fittings. No saddle connections are acceptable. Tee or Wye service connections shall be installed in accordance with ***Standard Details # 500.2 - 500.4***. In lieu of fitting connections, Inserta Tee compression fit manufactured fittings are acceptable means to connect 6" through 15" service connections to existing solid wall, profile, closed profile, and corrugated gravity sewer main, when existing main is cored and Inserta Tee is installed in strict accordance with manufacturers recommendations. No building sewer shall connect to a manhole unless approved by the District.

B. The Applicant for the building sewer permit shall provide a 48-hour notice to the District Inspector when the building sewer is ready for inspection and connection to the public sewer. The building sewer connection to the public sewer shall only be performed under the supervision of the District Inspector in accordance with the procedures outlined in Specification Section 200.3.

C. The Applicant shall furnish to the District a complete set of "as-built" plans or Record Drawings indicating tap-ins, location of building sewer line, grease interceptor, etc. in accordance with Specification Section 200.7.

D. The Applicant / Contractor shall perform deflection testing on building sewers greater than 6" diameter, and shall furnish a copy of all building sewer test results, and/or applicable televising performed in accordance with Specification Section 305.2 to the District Inspector.

400.4 - EXCAVATION SAFETY

A. Excavation work for building sewer installation, including the provision of barricades, fences and lights so as to protect the public from hazard, shall be performed in accordance with all

applicable provisions of the OSHA standards (29 CFR Part 1926 Subpart P) for trench and excavation safety and as recommended by the pipe manufacturer. Streets, sidewalks, parkways and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the public authorities with jurisdiction over said public property.

400.5 INDIVIDUAL GRINDER LOW PRESSURE SEWER

A. GENERAL DESCRIPTION - The Manufacturer shall furnish complete factory-built and tested Individual Grinder Pump Station(s), each consisting of grinder pump(s) suitably mounted in a basin constructed of high density polyethylene (HDPE) for simplex stations and HDPE or Fiberglass Reinforced Polyester Resin for duplex stations, NEMA 6P electrical quick disconnect (EQD), pump removal system, shut-off valve, anti-siphon valve, check valve, each assembled in the basin, electrical alarm panel, and all necessary internal wiring and controls. Component type grinder pump systems that require field assembly will not be acceptable, due to the potential problems that can occur during field assembly. All components and materials shall be in accordance with section 2.0 of this Product Specification. For ease of serviceability, all pump, motor/grinder units shall be of like type and horsepower throughout the system.

B. SUBMITTALS - The Contractor shall submit shop drawings including material specification data, sizing and certifications detailing the equipment to be furnished including dimensional data and materials of construction, the pumps characteristics and pump curves, etc. The District and District Engineer shall promptly review this data, and return two (2) copies as accepted, or with requested modifications.

C. MANUFACTURER

1. Grinder pump stations, complete with all appurtenances, form an integral system, and as such, shall be supplied by one grinder pump station Manufacturer. The Contractor shall be responsible for the satisfactory operation of the entire system. The equipment specified shall be a product of a company experienced in the design and manufacture of grinder pumps for specific use in low pressure sewage systems. The company shall submit detailed installation and user instructions for its product, submit evidence of an established service program including complete parts and service manuals, and be responsible for maintaining a continuing inventory of grinder pump replacement parts. The Manufacturer shall provide a reference and contact list from ten of its largest contiguous grinder pump installations of the type of grinder pumps described within this specification.

2. The Manufacturer of the grinder pump station shall be Environment One Corporation, or approved Equal.

3. These specifications are intended to provide guidelines for standard equipment of a recognized Manufacturer who already meets all the requirements of this specification.

D. EXPERIENCE CLAUSE - The equipment furnished hereunder shall be the product of a company experienced in the design and manufacture of grinder pumps specifically designed for use in low pressure systems. All Manufacturers proposing equipment for this project shall have at least five (5) years of experience in the design and manufacture of units of identical

size(s) and performance to the specified units.

E. OPERATING CONDITIONS - At a minimum, the pumps shall be capable of delivering 15 GPM against a rated total dynamic head of 0 feet (0 PSIG) and 9 GPM against a rated total dynamic head of 138 feet (60 PSIG). The pump(s) must also be capable of operating at negative total dynamic head without overloading the motor(s). Under no conditions shall in-line piping or valving be allowed to create a false apparent head.

F. WARRANTY - The grinder pump Manufacture shall provide a part(s) and labor warranty on the complete station and accessories, including, but not limited to, panel and redundant check valve, for a period of twelve (12) months after notice of Owner's acceptance. Any manufacturing defects found during the warranty period will be reported to the Manufacturer by the Owner and will be corrected by the Manufacturer at no cost to the Owner.

G. PUMP - The pump shall be a custom designed, integral, vertical rotor, motor driven, solids handling pump of the progressing cavity type with a single mechanical seal. The rotor shall be through-hardened, highly polished, precipitation hardened stainless steel. Plating on the rotor will not be acceptable due to its tendency to delaminate. The stator shall be of a specifically compounded ethylene propylene synthetic elastomer. The material shall be suitable for domestic wastewater service. Its physical properties shall include high tear and abrasion resistance, grease resistance, water and detergent resistance, temperature stability, excellent aging properties, and outstanding wear resistance. Buna-N is not acceptable as a stator material because it does not exhibit the properties as outlined above and required for wastewater service.

H. GRINDER

1. The grinder shall be placed immediately below the pumping elements and shall be direct-driven by a single, one-piece motor shaft. The grinder impeller assembly shall be securely fastened to the pump motor shaft by means of a threaded connection attaching the grinder impeller to the motor shaft. Attachment by means of pins or keys will not be acceptable. The grinder will be of the rotating type with a stationary hardened and ground stainless steel shredding ring spaced in close annular alignment with the driven impeller assembly, which shall carry two hardened type 400 series stainless steel cutter bars.

2. This assembly shall be dynamically balanced and operate without objectionable noise or vibration over the entire range of recommended operating pressures. The grinder shall be constructed so as to eliminate clogging and jamming under all normal operating conditions including starting. Sufficient vortex action shall be created to scour the tank free of deposits or sludge banks which would impair the operation of the pump. These requirements shall be accomplished by the following, in conjunction with the pump:

   - The grinder shall be positioned in such a way that solids are fed in an upward flow direction.
   - The maximum flow rate through the cutting mechanism must not exceed 4 feet per second. This is a critical design element to prevent jamming and as such must be adhered to.
   - The inlet shroud shall have a diameter of no less than 5 inches. Inlet shrouds

that are less than 5 inches in diameter will not be accepted due to their inability to maintain the specified 4 feet per second maximum inlet velocity which by design prevents unnecessary jamming of the cutter mechanism and eliminates blinding of the pump by large objects blocking the inlet shroud.

- The impeller mechanism must rotate at a nominal speed of no greater than 1800 rpm.

3. The grinder shall be capable of reducing all components in normal domestic sewage, including a reasonable amount of "foreign objects," such as paper, wood, plastic, glass, rubber and the like, to finely-divided particles which will pass freely through the passages of the pump and the 1-1/4" diameter stainless steel discharge piping.

I. ELECTRIC MOTOR - As a maximum, the motor shall be a 1 HP, 1725 RPM, 240 Volt 60 Hertz, 1 Phase, capacitor start, ball bearing, air-cooled induction type with a low starting current not to exceed 30 amperes and high starting torque of 8.4 foot pounds. Inherent protection against running overloads or locked rotor conditions for the pump motor shall be provided by the use of an automatic-reset, integral thermal overload protector incorporated into the motor. This motor protector combination shall have been specifically investigated and listed by Underwriters Laboratories, Inc., for the application. Non-capacitor start motors or permanent split capacitor motors will not be accepted because of their reduced starting torque and consequent diminished grinding capability. To reduce the potential of environmental concerns, the expense of handling and disposing of oil, and the associated maintenance costs, oil-filled motors will not be accepted.

J. MECHANICAL SEAL - The pump/core shall be provided with a mechanical shaft seal to prevent leakage between the motor and pump. The seal shall have a stationary ceramic seat and carbon rotating surface with faces precision lapped and held in position by a stainless steel spring.

K. TANK AND INTEGRAL ACCESSWAY

1. Constructed of HDPE, the tank shall be E-One Model 2010-93, or approved equal. The tank shall be manufactured of high density polyethylene, with a melt index of 2.0 grams/10 minutes or lower to assure high environmental stress cracking resistance. Corrugated sections are to be made of a double wall construction with the internal wall being generally smooth to promote scouring. Corrugations of the outside wall are to be of a minimum amplitude of 1 1/2" to provide necessary transverse stiffness. Any incidental sections of a single wall construction are to be a minimum .250 inch thick. All seams created during tank construction are to be thermally welded and factory tested for leak tightness. Tank wall and bottom must withstand the pressure exerted by saturated soil loading at maximum burial depth. All station components must function normally when exposed to 150 percent of the maximum external soil and hydrostatic pressure.

2. The tank shall be furnished with one EPDM grommet fitting to accept a 4.50" OD DWV or Schedule 40 pipe. Tank capacities shall be as shown on the contract drawings.

3. The accessway shall be an integral extension of the wet well assembly and include a lockable cover assembly providing low profile mounting and watertight capability.

Accessway design and construction shall enable field adjustment of station height in increments of 4" or less without the use of any adhesives or sealants requiring cure time before installation can be completed.

4. The station shall have all necessary penetrations molded in and factory sealed. To ensure a leak free installation no field penetrations shall be acceptable.

5. All discharge piping shall be constructed of 304 Series Stainless Steel and terminate outside the accessway bulkhead with a stainless steel, 1 1/4 inch female NPT fitting. The discharge piping shall include a stainless steel ball valve rated for 200 psi WOG; PVC ball valves will not be accepted. The bulkhead penetration shall be factory installed and warranted by the Manufacturer to be watertight.

6. The accessway shall include a single NEMA 6P electrical quick disconnect (EQD) for all power and control functions, factory installed with accessway penetrations warranted by the Manufacturer to be watertight. Plug-type connections of the power cable onto the pump housing will not be acceptable due to the potential for leaks and electrical shorts. The accessway shall also include a 2-inch PVC vent to prevent sewage gases from accumulating in the tank.

L. CHECK VALVE

1. The pump discharge shall be equipped with a factory installed, gravity operated, flapper-type integral check valve built into the stainless steel discharge piping. The check valve will provide a full-ported passageway when open, and shall introduce a friction loss of less than 6 inches of water at maximum rated flow. Moving parts will be made of a 300 series stainless steel and fabric reinforced synthetic elastomer to ensure corrosion resistance, dimensional stability, and fatigue strength. A nonmetallic hinge shall be an integral part of the flapper assembly providing a maximum degree of freedom to assure seating even at a very low back-pressure. The valve body shall be an injection molded part made of glass filled PVC. Ball type check valves are unacceptable due to their limited sealing capacity in slurry applications.

2. Each grinder pump installation shall also include one separate check valve of the type detailed in Section 2.08 for installation in the 1 1/4" service lateral between the grinder pump station and the sewer main, preferably next to the curb stop. The separate check valve shall be provided as a separate line item in the bid schedule.

M. ANTI-SIPHON VALVE - The pump discharge shall be equipped with a factory-installed, gravity-operated, flapper-type integral anti-siphon valve built into the stainless steel discharge piping. Moving parts will be made of 300 series stainless steel and fabric-reinforced synthetic elastomer to ensure corrosion resistance, dimensional stability, and fatigue strength. A nonmetallic hinge shall be an integral part of the flapper assembly, providing a maximum degree of freedom to ensure proper operation even at a very low pressure. The valve body shall be injection-molded from a glass-filled thermoplastic resin. Holes or ports in the discharge piping are not acceptable anti-siphon devices, due to their tendency to clog from the solids in the slurry being pumped.

N. CORE UNIT - The Grinder Pump Station shall have cartridge type, easily removable core assembly consisting of pump, motor, grinder, all motor controls, check valve, anti-siphon

valve, level control, electrical quick disconnect and wiring. The watertight integrity of each core unit, shall be established by 100 percent factory test at a minimum of 5 PSIG.

O. CONTROLS

1. All necessary controls, including motor and level controls, shall be located in the top housing of the core unit. The top housing will be attached with stainless steel fasteners.

2. Non-fouling wastewater level controls for controlling pump operation shall be accomplished by monitoring the pressure changes in an integral air column connected to a pressure switch. The level detection device shall have no moving parts in direct contact with the wastewater. High-level sensing will be accomplished in the manner detailed above by a separate air-bell sensor and pressure switch of the same type. Closure of the high-level sensing device will energize an alarm circuit as well as a redundant pump-on circuit. For increased reliability, pump ON/OFF and High-level alarm functions shall not be controlled by the same switch. Float switches of any kind, including float trees, will not be accepted due to the periodic need to maintain (rinsing, cleaning) such devices.

3. To assure reliable operation of the pressure switches, each core shall be equipped with a breather assembly, complete with a suitable means to prevent accidental entry of water into the motor compartment. The grinder pump will be furnished with a 6 conductor 14 gauge, type SJOW cable, pre-wired and watertight to meet UL requirements with a FACTORY INSTALLED NEMA 6P EQD half attached to it.

P. ALARM PANEL

1. Each grinder pump station shall include a NEMA 4X, UL listed ALARM PANEL suitable for wall mounting. The NEMA 4X enclosure shall be manufactured of thermoplastic to assure corrosion resistance. The enclosure shall include a hinged, lockable cover, padlock, and secured dead front. The enclosure shall not exceed 11.38"W x13.5"H x 5.63"D.

2. For each core, the panel shall contain one (1) 15 amp, double pole circuit breaker for the power circuit and one (1) 15 amp single pole circuit breaker for the alarm circuit. The panel shall contain terminal blocks, integral power bus, push to run feature and a complete alarm circuit.

3. The Alarm Panel shall include the following features: audio & visual alarm, push-to-run switch, and high level (redundant) pump starting control. The alarm sequence is to be as follows:

   - When liquid level in the sewage wet-well rises above the alarm level, visual and audio alarms will be activated. The contacts on the alarm pressure switch will close. The redundant pump starting system will be energized.

   - The audio alarm may be silenced by means of the externally mounted, push-to-silence button.

   - Visual alarm remains illuminated until the sewage level in the wet-well drops

below the "off" setting of the alarm pressure switch.

4. The visual alarm lamp shall be inside a red fluted lens at least 2 5/8" in diameter and 1 11/16" in height. Visual alarm shall be mounted to the top of the enclosure in such a manner as to maintain NEMA 4X rating. For duplex units, in addition to the above, two high level indicator lights shall be mounted behind the access cover.

5. During a high level alarm condition on a duplex station, the appropriate light will illuminate to indicate which pump core requires servicing. The audio alarm shall be a printed circuit board in conjunction with an 86 dB buzzer with quick mounting terminal strip mounted in the interior of the enclosure. The audio alarm shall be capable of being deactivated by depressing a push-type switch which is encapsulated in a weatherproof silicone boot and mounted on the bottom of the enclosure.

6. The entire Alarm Panel as manufactured, shall be listed by Underwriters Laboratories, Inc.

Q. SERVICEABILITY - The grinder pump core unit shall have two lifting hooks complete with nylon lift-out harness connected to its top housing to facilitate easy core removal when necessary. All mechanical and electrical connections must provide easy disconnect capability for core unit removal and installation. A push-to-run feature will be provided for field trouble shooting. All motor control components shall be mounted on a readily replaceable bracket for ease of field service.

R. OSHA CONFINED SPACE - All maintenance tasks for the grinder pump station must be possible without entry into the grinder pump station (as per OSHA 1910.146, permit-required confined spaces). "Entry means the action by which a person passes through an opening into a permit-required confined space. Entry includes ensuing work activities in that space and is considered to have occurred as soon as any part of the entrant's body breaks the plane of an opening into the space."

S. SAFETY

1. The Grinder Pump shall be free from electrical and fire hazards as required in a residential environment. As evidence of compliance with this requirement, the completely assembled and wired Grinder Pump Station shall be listed by Underwriters Laboratories, Inc., to be safe and appropriate for the intended use. UL listing of components of the station, or third-party testing to UL standard will not be acceptable.

2. The grinder pump shall meet accepted standards for plumbing equipment for use in or near residences, shall be free from noise, odor, or health hazards, and shall have been tested by an independent laboratory to certify its capability to perform as specified in either individual or low pressure sewer system applications. As evidence of compliance with this requirement, the grinder pump shall bear the seal of NSF International. Third-party testing to NSF standard will not be acceptable.

T. FACTORY TEST

1. Each grinder pump shall be submerged and operated for 5 minutes (minimum).

Included in this procedure will be the testing of all ancillary components such as, the anti-siphon valve, check valve, discharge assembly and each unit's dedicated level controls and motor controls. All factory tests shall incorporate each of the above listed items. Actual appurtenances and controls which will be installed in the field, shall be particular to the tested pump only. A common set of appurtenances and controls for all pumps will not be acceptable. Certified test results shall be available upon request showing the operation of each grinder pump at two (2) different points on its curve, with the maximum pressure no less than 60 psi. The Engineer reserves the right to inspect such testing procedures with representatives of the Owner, at the Grinder Pump Manufacturer's facility.

2. All completed stations shall be factory leak tested to assure the integrity of all joints, seams and penetrations. All necessary penetrations such as inlets, discharge fittings and cable connectors shall be included in this test along with their respective sealing means (grommets, gaskets etc.).

U. DELIVERY - All Grinder Pump units will be delivered to the job site 100 percent completely assembled, including testing, ready for installation. Grinder pump units will be individually mounted on wooden pallets.

V. INSTALLATION

1. Earth excavation and backfill are specified under SITE WORK, but are also to be done as a part of the work under this section, including any necessary sheeting and bracing.

2. The Contractor shall be responsible for handling ground water to provide a firm, dry subgrade for the structure, and shall guard against flotation or other damage resulting from general water or flooding.

3. The Grinder Pump Stations shall not be set into the excavation until the installation procedures and excavation have been approved by the Engineer.

4. Remove packing material. Users instructions MUST be given to the Owner. Hardware supplied with the unit, if required, will be used at installation. The basin will be supplied with a standard 4" inlet grommet (4.50" OD) for connecting the incoming sewer line. Appropriate inlet piping must be used. The basin may not be dropped, rolled or laid on its side for any reason.

5. Installation shall be accomplished so that 1" to 4" of accessway, below the bottom of the lid, extends above the finished grade line. The finished grade shall slope away from the unit. The diameter of the excavated hole must be large enough to allow for the concrete anchor.

6. A 6" inch (minimum) layer of naturally rounded aggregate, clean and free flowing, with particle size of not less than 1/8" or more than 3/4" shall be used as bedding material under each unit.

7. A concrete anti-flotation collar, as detailed on the drawings, and sized according to the Manufacturer's instructions, shall be required and shall be pre-cast to the grinder pump or poured in place. Each Grinder Pump Station with its pre-cast anti-flotation

collar shall have a minimum of three (3) lifting eyes for loading and unloading purposes.

8. If the concrete is poured in place, the unit shall be leveled, and filled with water, to the bottom of the inlet, to help prevent the unit from shifting while the concrete is being poured. The concrete must be manually vibrated to ensure there are no voids. If it is necessary to pour the concrete to a level higher than the inlet piping, an 8" sleeve is required over the inlet prior to the concrete being poured.

9. The Contractor will provide and install a four (4) foot piece of four inch SCH 40 PVC pipe with water tight cap, to stub-out the inlet for the property owners' installation contractor.

10. The electrical enclosure shall be furnished, installed and wired to the Grinder Pump Station by the Contractor. An alarm device is required on every installation, there shall be NO EXCEPTIONS. It will be the responsibility of the Contractor and the Engineer to coordinate with the individual property owner(s) to determine the optimum location for the Alarm Panel.

11. The Contractor shall mount the alarm device in a conspicuous location, as per national and local codes. The Alarm Panel will be connected to the Grinder Pump Station by a length of six (6) conductor 12 gauge type TC cable as shown on the contract drawings. The power and alarm circuits must be on separate power circuits. The grinder pump stations will be provided with a minimum of 32', 25' of useable electrical supply cable outside the station, to connect to the alarm panel. This cable shall be supplied with a FACTORY INSTALLED EQD half to connect to the mating EQD half on the core.

W. BACKFILL REQUIREMENTS

1. Proper backfill is essential to the long-term reliability of any underground structure. Several methods of backfill are available to produce favorable results with different native soil conditions. The most highly recommended method of backfilling is to surround the unit to grade using Class I or Class II backfill material as defined in ASTM 2321. Class 1A and Class 1B are recommended where frost heave is a concern, Class 1B is a better choice when the native soil is sand or if a high, fluctuating water table is expected. Class 1, angular crushed stone offers an added benefit in that it doesn't need to be compacted.

2. Class II, naturally rounded stone, may require more compactive effort, or tamping, to achieve the proper density. If the native soil condition consists of clean compactible soil, with less than 12 percent fines, free of ice, rocks, roots and organic material, it may be an acceptable backfill. Soil must be compacted in lifts not to exceed one foot to reach a final Proctor Density of between 85 percent and 90 percent. Heavy, non-compactible clays and silts are not suitable backfill for this or any underground structure such as inlet or discharge lines.

3. If you are unsure of the consistency of the native soil, it is recommended that a geotechnical evaluation of the material is obtained before specifying backfill.

4. Another option is the use of a flowable fill (i.e., low slump concrete). This is

particularly attractive when installing grinder pump stations in augured holes where tight clearances make it difficult to assure proper backfilling and compaction with dry materials. Flowable fills should not be dropped more than four feet from the discharge to the bottom of the hole to avoid separation of the constituent materials.

5. Backfill of clean native earth, free of rocks, roots, and foreign objects shall be thoroughly compacted in lifts not exceeding 12" to a final Proctor Density of not less than 85 percent. Improper backfilling may result in damaged accessways. The Grinder Pump Station shall be installed at a minimum depth from grade to the top of the 1 1/4" discharge line, to assure maximum frost protection. The finish grade line shall be 1" to 4" below the bottom of the lid, and final grade shall slope away from the Grinder Pump Station.

6. All restoration will be the responsibility of the Contractor. The properties shall be restored to their original condition in all respects, including, but not limited to, curb and sidewalk replacement, landscaping, loaming and seeding, and restoration of the traveled ways, as directed by the Engineer.

X. START-UP AND FIELD TESTING

1. The Manufacturer shall provide the services of qualified factory trained technician(s) who shall inspect the placement and wiring of each station, perform field tests as specified herein, and instruct the Owner's personnel in the operation and maintenance of the equipment before the stations are accepted by the Owner.

2. All equipment and materials necessary to perform testing shall be the responsibility of the installing Contractor. This will include, as a minimum, a portable generator (if temporary power is required) and water in each basin.

3. The services of a trained factory-authorized technician shall be provided for a period of two days. Each day shall be ten (10) person hours in duration.

4. Upon completion of the installation, the authorized factory technician(s) will perform the following test on each station:

   - Make certain the discharge shut-off valve is fully open. This valve must not be closed when the pump is operating. In some installations, there may be a valve(s) at the street main that must also be open.

   - Turn ON the alarm power circuit.

   - Fill the wet well with water to a depth sufficient to verify the high level alarm is operating. Shut off water.

   - Turn ON pump power circuit. Initiate pump operation to verify automatic "on/off" controls are operative. Pump should immediately turn ON. Within one (1) minute alarm light will turn OFF. Within three (3) minutes the pump will turn OFF.

5. Upon completion of the start-up and testing, the Manufacturer shall submit to the Engineer the start-up authorization form describing the results of the tests performed

for each Grinder Pump Station. Final acceptance of the system will not occur until authorization forms have been received for each pump station installed and any installation deficiencies corrected.

Y. SPARE CORE - The Manufacturer will supply one (1) spare grinder pump core for each type of pump station installed, complete with all operational controls, level sensors, check valve, anti-siphon valve, pump/motor unit, and grinder.

Z. MANUALS - The Manufacturer shall supply four (4) copies of Operation and Maintenance Manuals to the Owner, and one (2) copies of the same to the District.

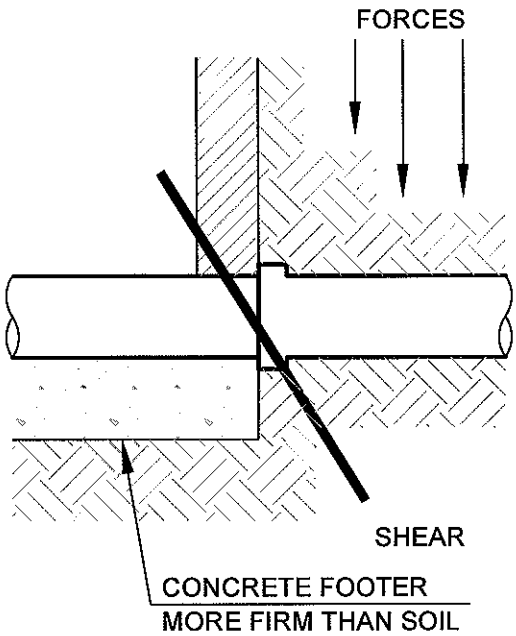
Merrillville Conservancy District

STANDARDS & SPECIFICATIONS

500 STANDARD DETAILS

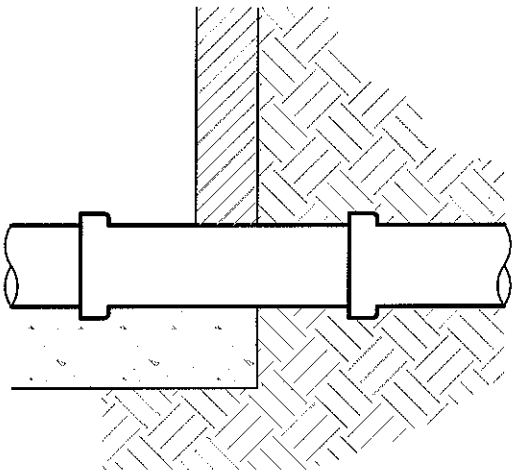
MERRILLVILLE CONSERVANCY DISTRICT

APPROVED



WHEN A PIPE PASSES THROUGH A WALL IT IS DESIRABLE TO HAVE A JOINT AT THE OUTSIDE WALL FACE SO THAT STRESSES WHICH MAY BE CAUSED BY UNEQUAL LOADING AND BEDDING CONDITIONS WILL NOT CAUSE SHEARING ACTION.

NOT APPROVED



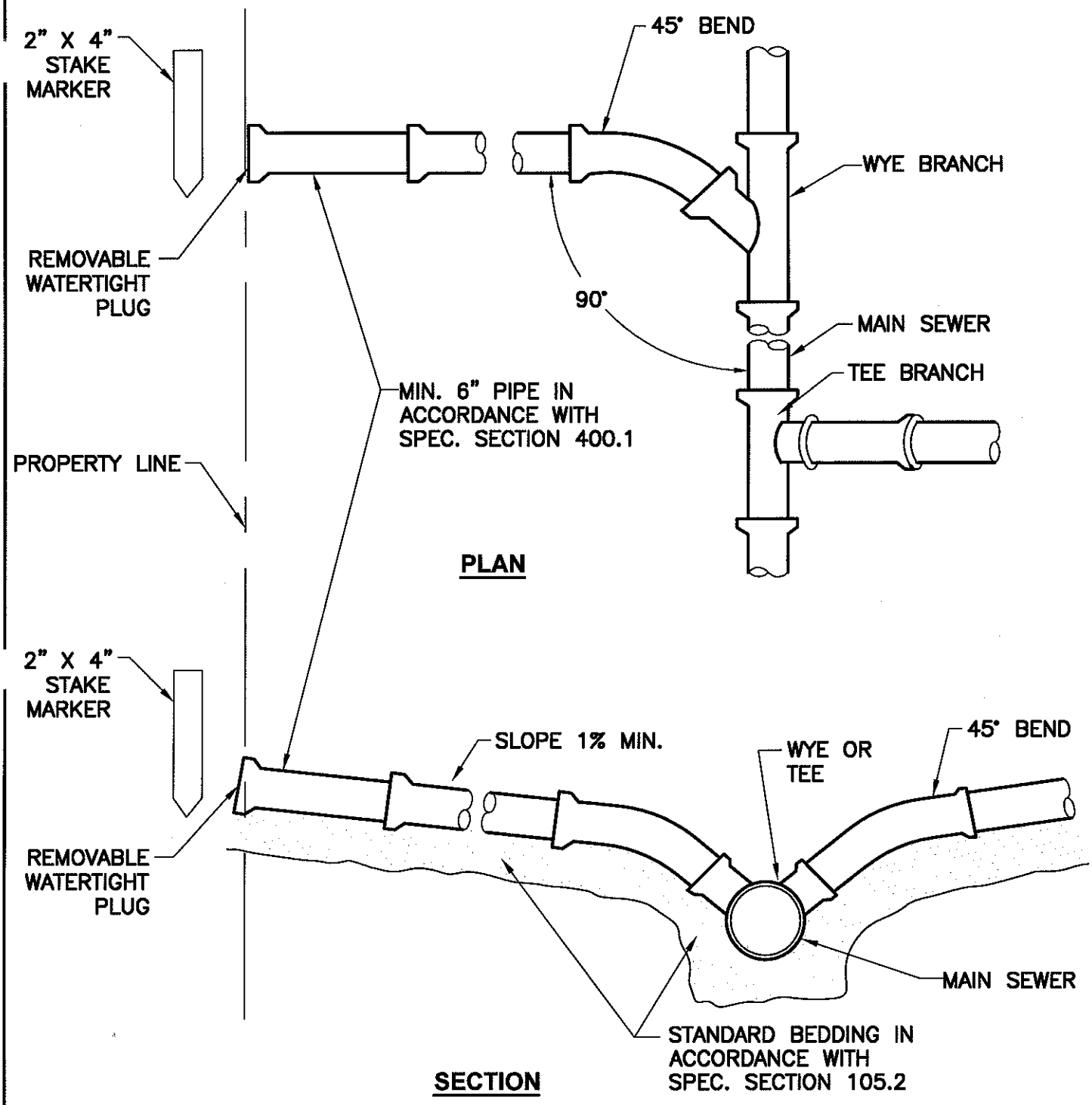
PIPE BARREL WILL BE FORCED TO ACT AS A CANTILEVER BEAM IF SOIL IS LESS FIRM THAN CONCRETE BASE WITH BUILDING OR MANHOLE

BUILDING DRAIN/ BUILDING SEWER TRANSITION

AIRPORTS • ARCHITECTURE
R.W. ARMSTRONG
EST. 1961
ENVIRONMENTAL • TRANSPORTATION
8300 BROADWAY, SUITE E-1
MERRILLVILLE, INDIANA 46410 (219) 738-2258

DETAIL No. 500.1

MERRILLVILLE CONSERVANCY DISTRICT

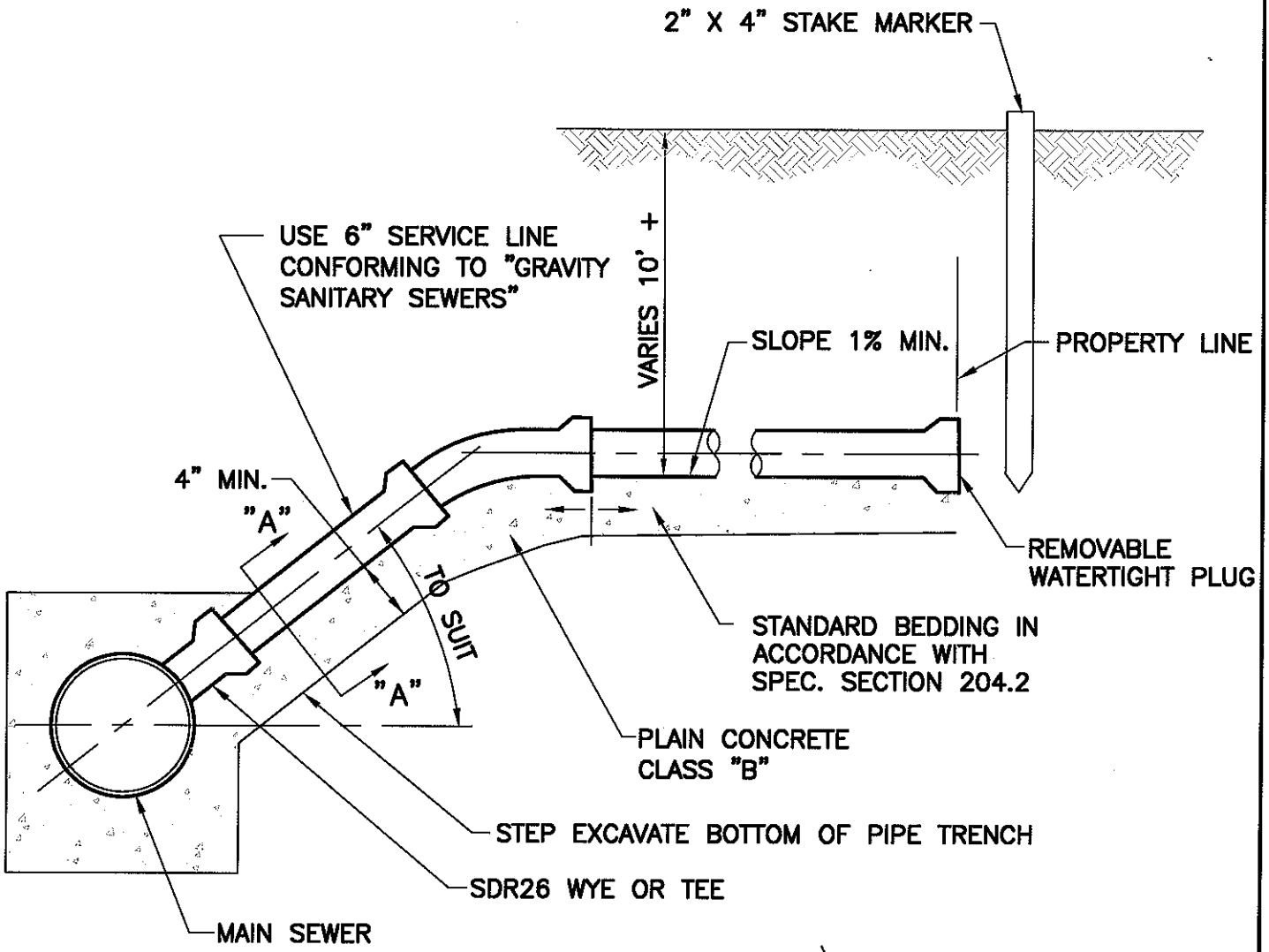


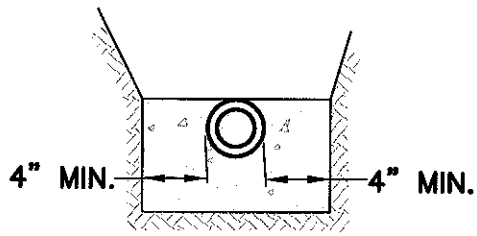
STANDARD SANITARY SERVICE CONNECTION - SHALLOW

AIRPORTS • ARCHITECTURE
R.W. ARMSTRONG
EST. 1961
ENVIRONMENTAL • TRANSPORTATION
8300 BROADWAY, SUITE E-1
MERRILLVILLE, INDIANA 46410 (219) 738-2258

DETAIL No. 500.2

MERRILLVILLE CONSERVANCY DISTRICT





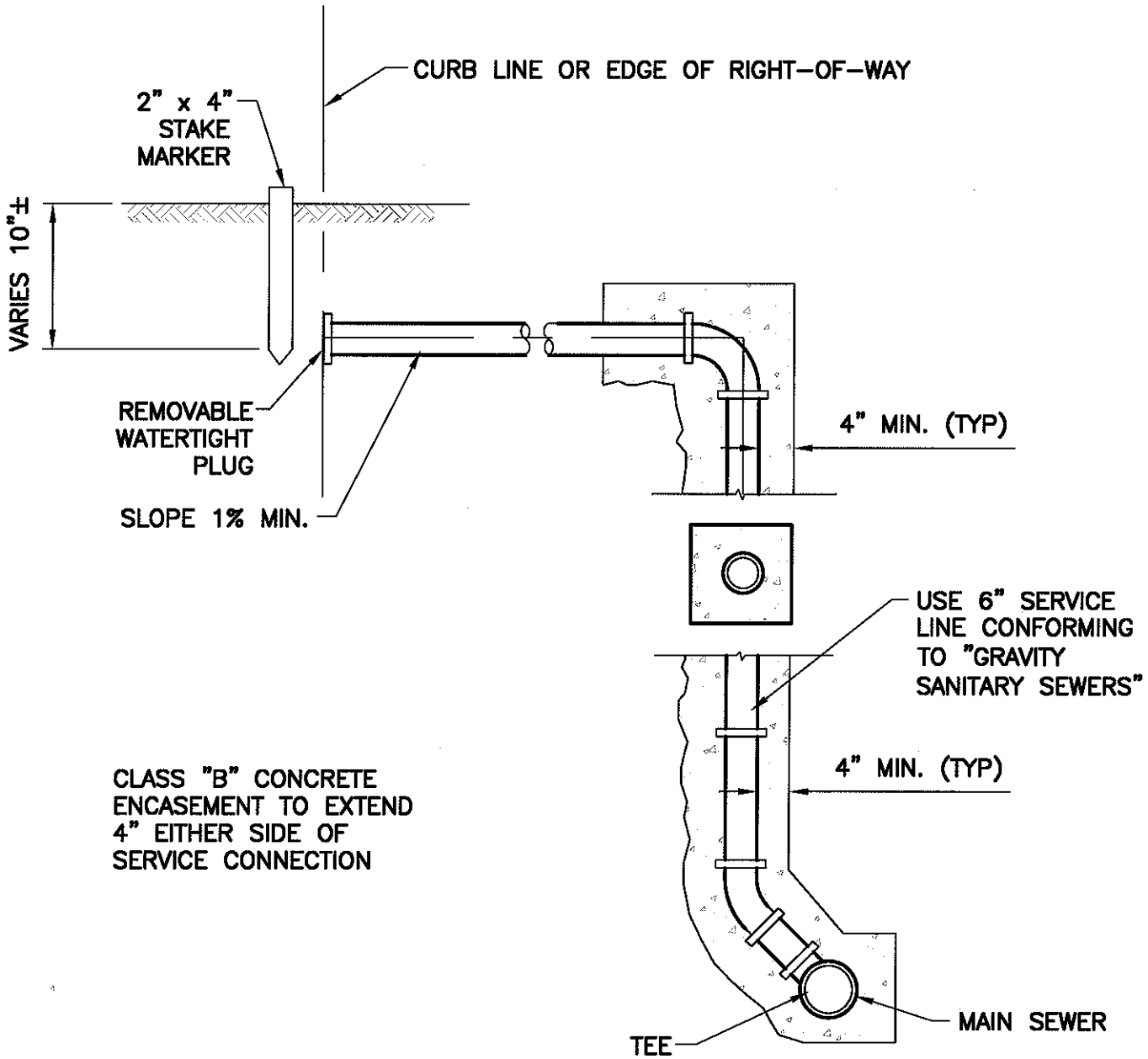
SECTION "A-A"

STANDARD SANITARY SERVICE CONNECTION - DEEP

AIRPORTS • ARCHITECTURE
R.W. ARMSTRONG
EST. 1961
ENVIRONMENTAL • TRANSPORTATION
8300 BROADWAY, SUITE E-1
MERRILLVILLE, INDIANA 46410 (219) 738-2258

DETAIL No. 500.3

MERRILLVILLE CONSERVANCY DISTRICT



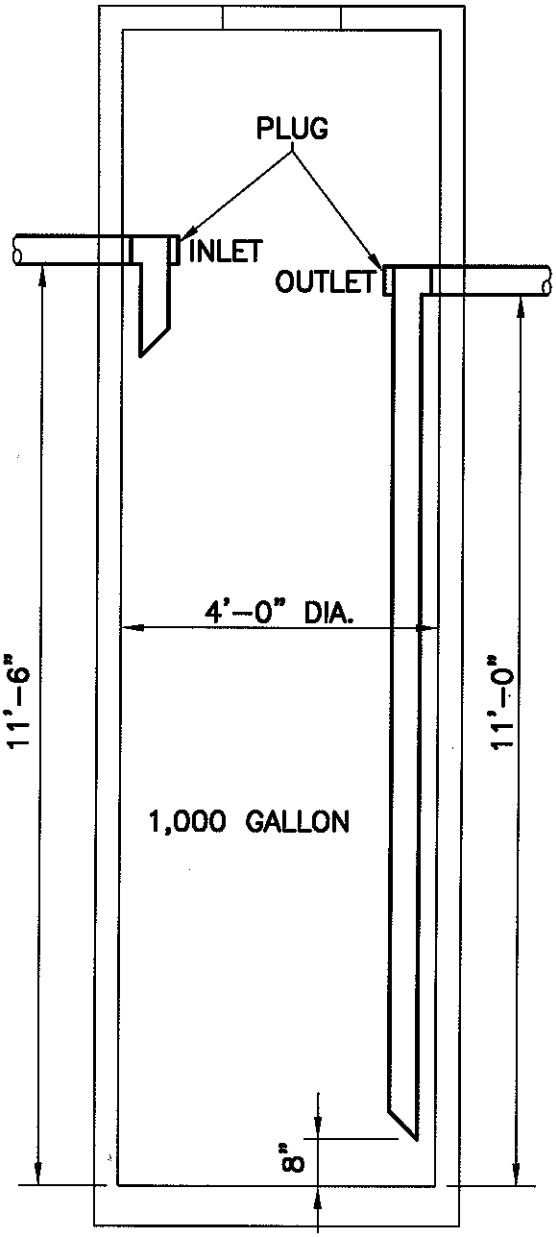
ALTERNATE SANITARY SERVICE CONNECTION - DEEP

(LIMITED R/W ONLY)

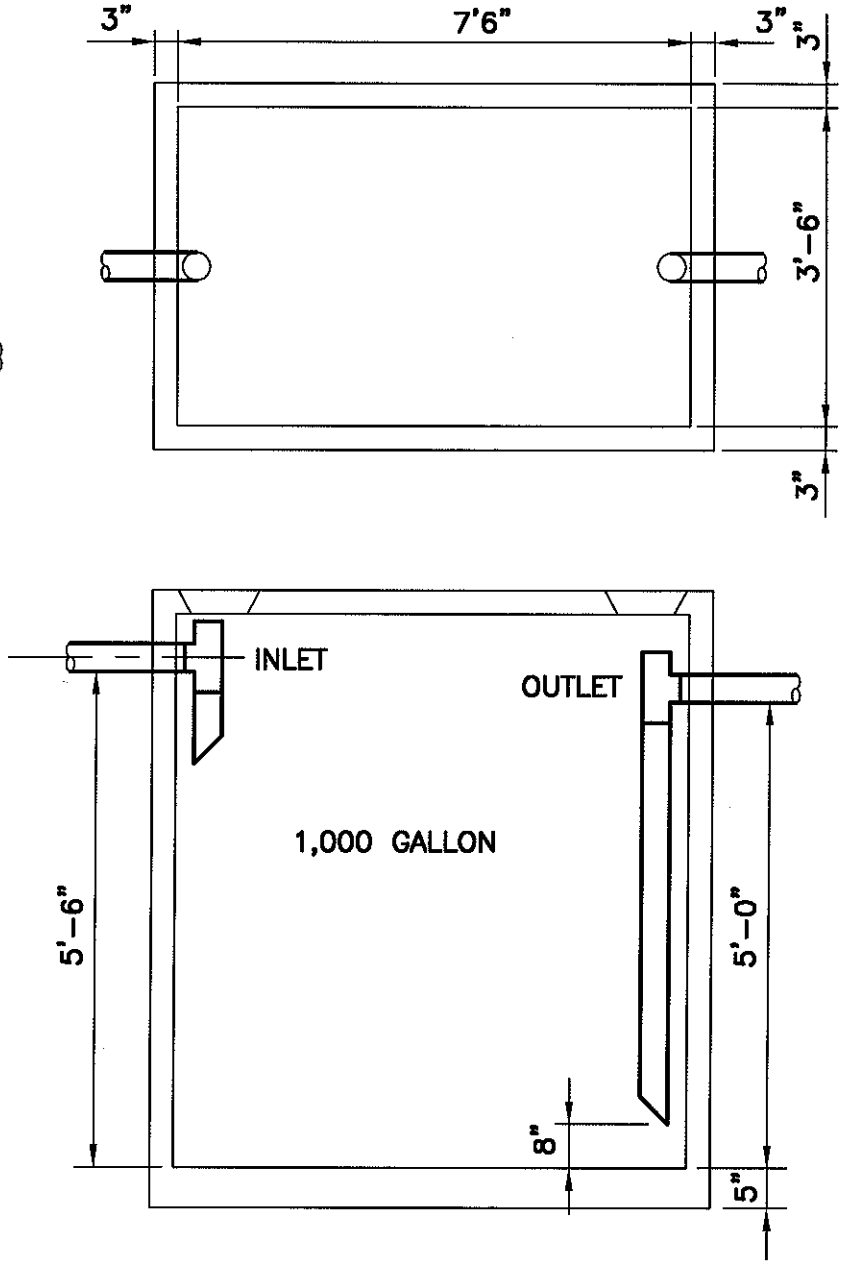
AIRPORTS • ARCHITECTURE
R.W. ARMSTRONG
EST. 1961
ENVIRONMENTAL • TRANSPORTATION
8300 BROADWAY, SUITE E-1
MERRILLVILLE, INDIANA 46410 (219) 738-2258

DETAIL No. 500.4

MERRILLVILLE CONSERVANCY DISTRICT



MANHOLE TYPE



PRECAST VAULT TYPE

EXTERNAL GREASE / OIL INTERCEPTOR-1

(FOR WATER USE LESS THAN 5,000 GALLONS/DAY)

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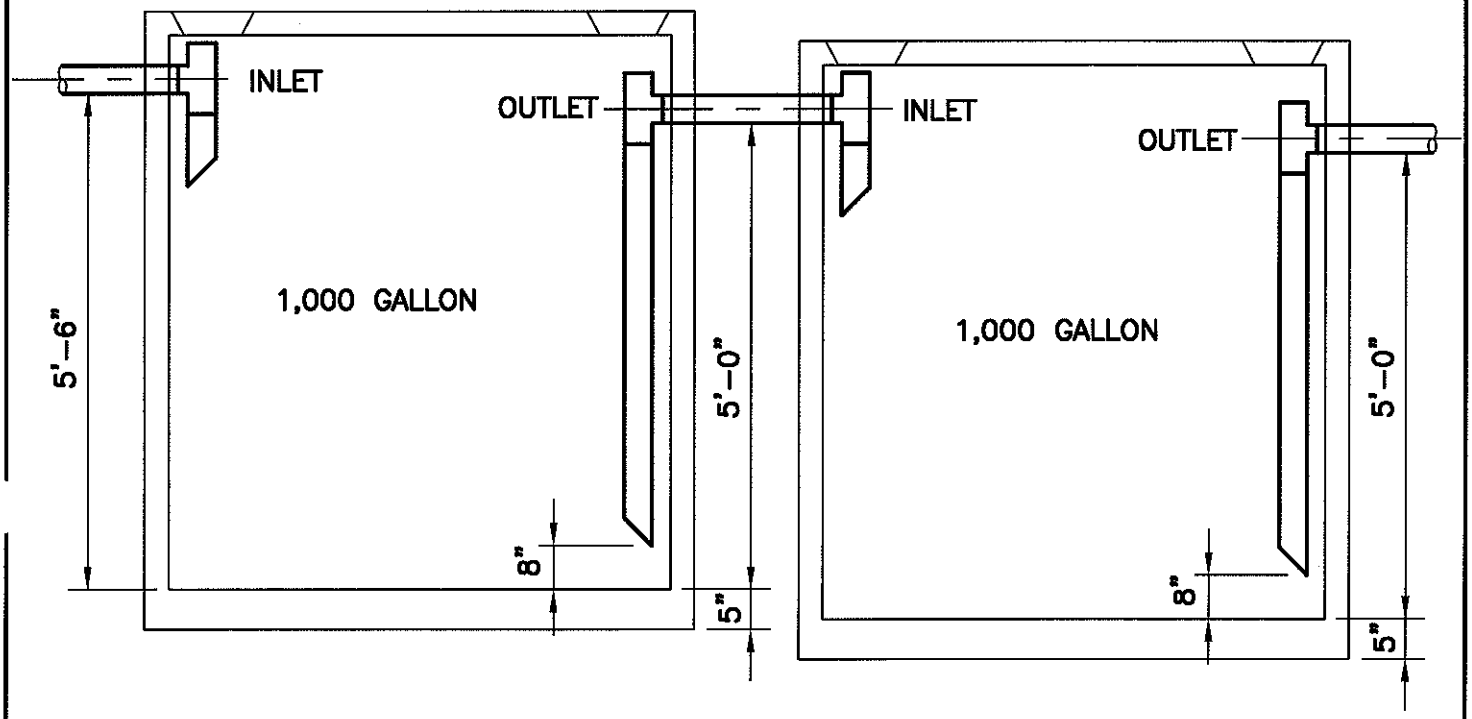
R.W. ARMSTRONG
EST. 1961
ENVIRONMENTAL • TRANSPORTATION
8300 BROADWAY, SUITE E-1
MERRILLVILLE, INDIANA 46410 (219) 738-2258

DETAIL No. 500.5

MERRILLVILLE CONSERVANCY DISTRICT

TANDEM COMMERCIAL GREASE TRAP



PRECAST VAULT TYPE

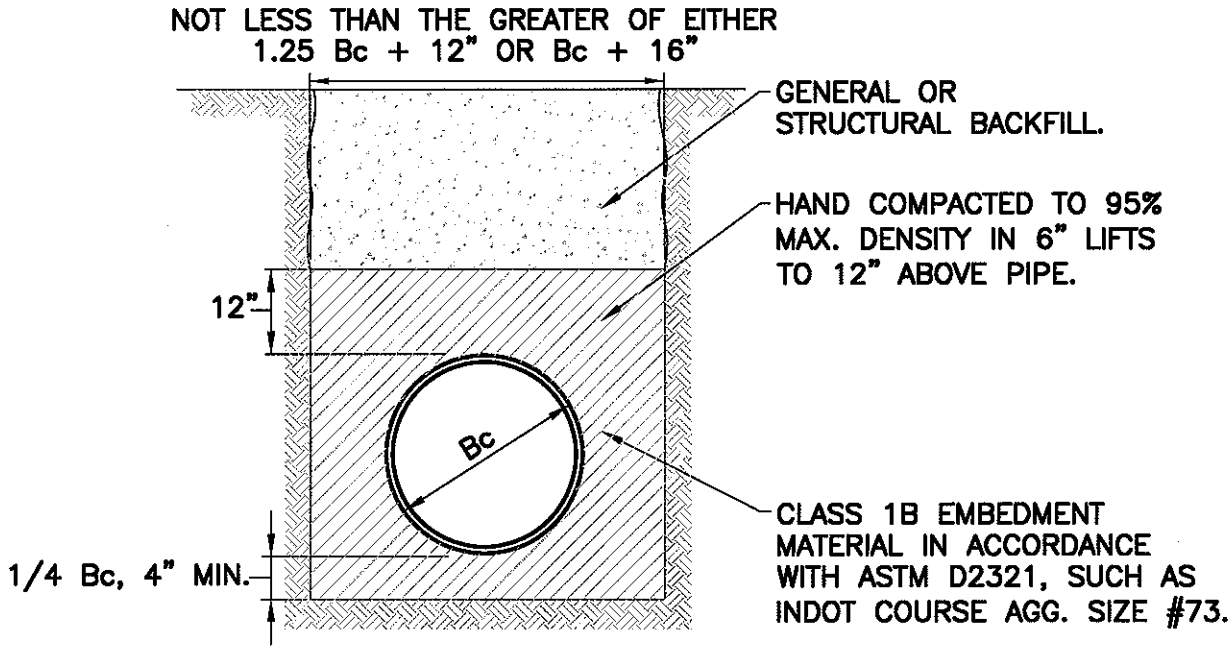
EXTERNAL GREASE / OIL INTERCEPTOR-2

(FOR WATER USE GREATER THAN 5,000 GALLONS/DAY)

AIRPORTS • ARCHITECTURE
R.W. ARMSTRONG
EST. 1961
ENVIRONMENTAL • TRANSPORTATION
8300 BROADWAY, SUITE E-1
MERRILLVILLE, INDIANA 46410 (219) 738-2258

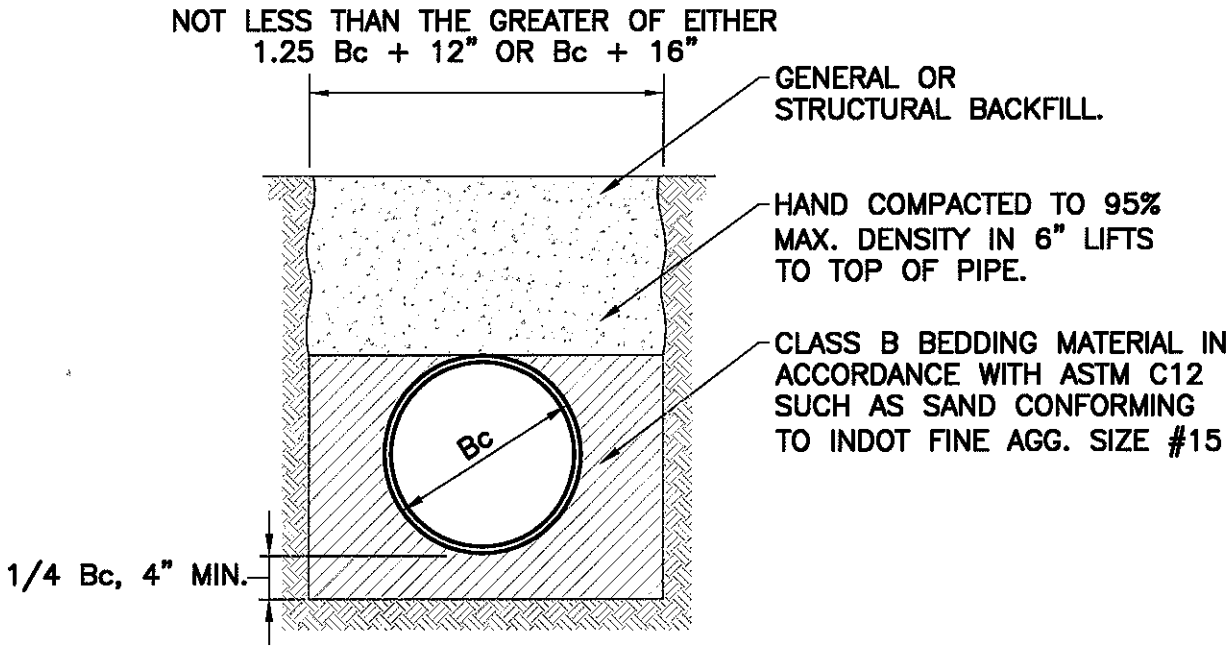
DETAIL No. 500.6

MERRILLVILLE CONSERVANCY DISTRICT



NOTE: IN ROCK TRENCH, EXCAVATE AT LEAST 6" BELOW THE BELL OF THE PIPE.

STANDARD BEDDING - FLEXIBLE PIPE

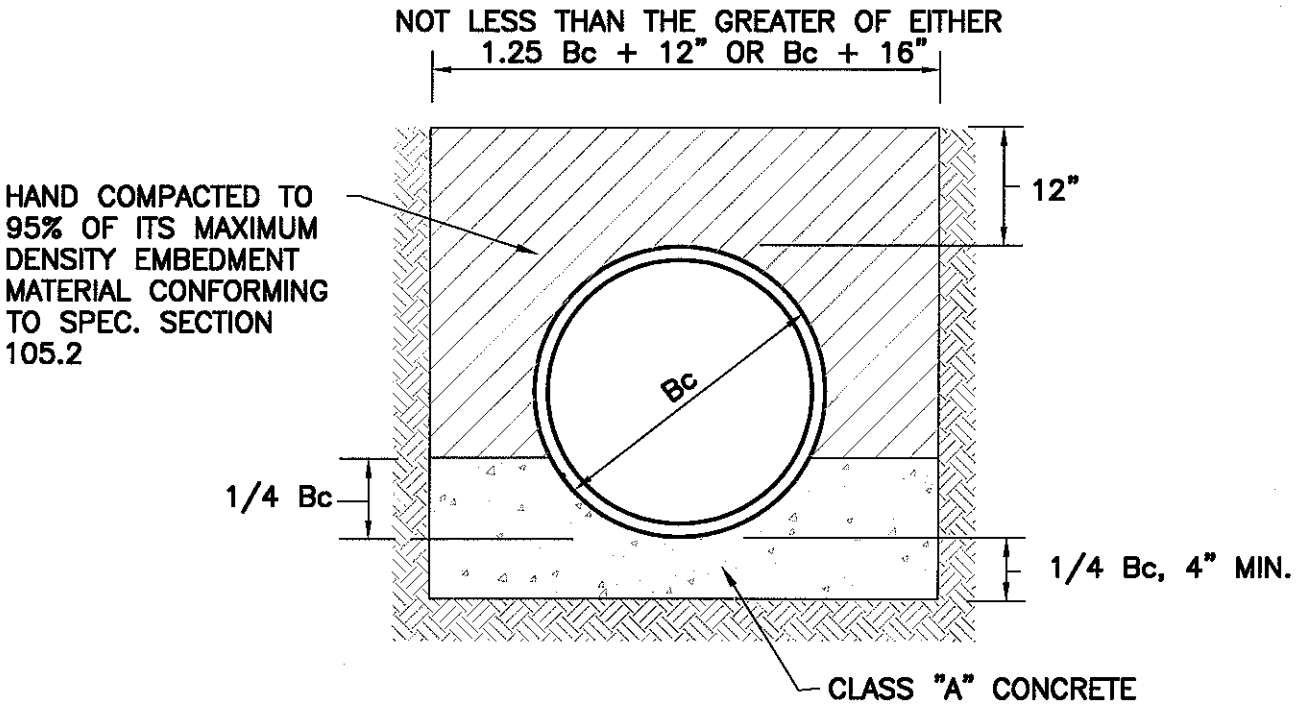


NOTE: IN ROCK TRENCH, EXCAVATE AT LEAST 6" BELOW THE BELL OF THE PIPE.

STANDARD BEDDING - RIGID / SEMI-RIGID PIPE

AIRPORTS • ARCHITECTURE
R.W. ARMSTRONG
EST. 1961
ENVIRONMENTAL • TRANSPORTATION
8300 BROADWAY, SUITE E-1
MERRILLVILLE, INDIANA 46410 (219) 738-2258

DETAIL No. 500.7



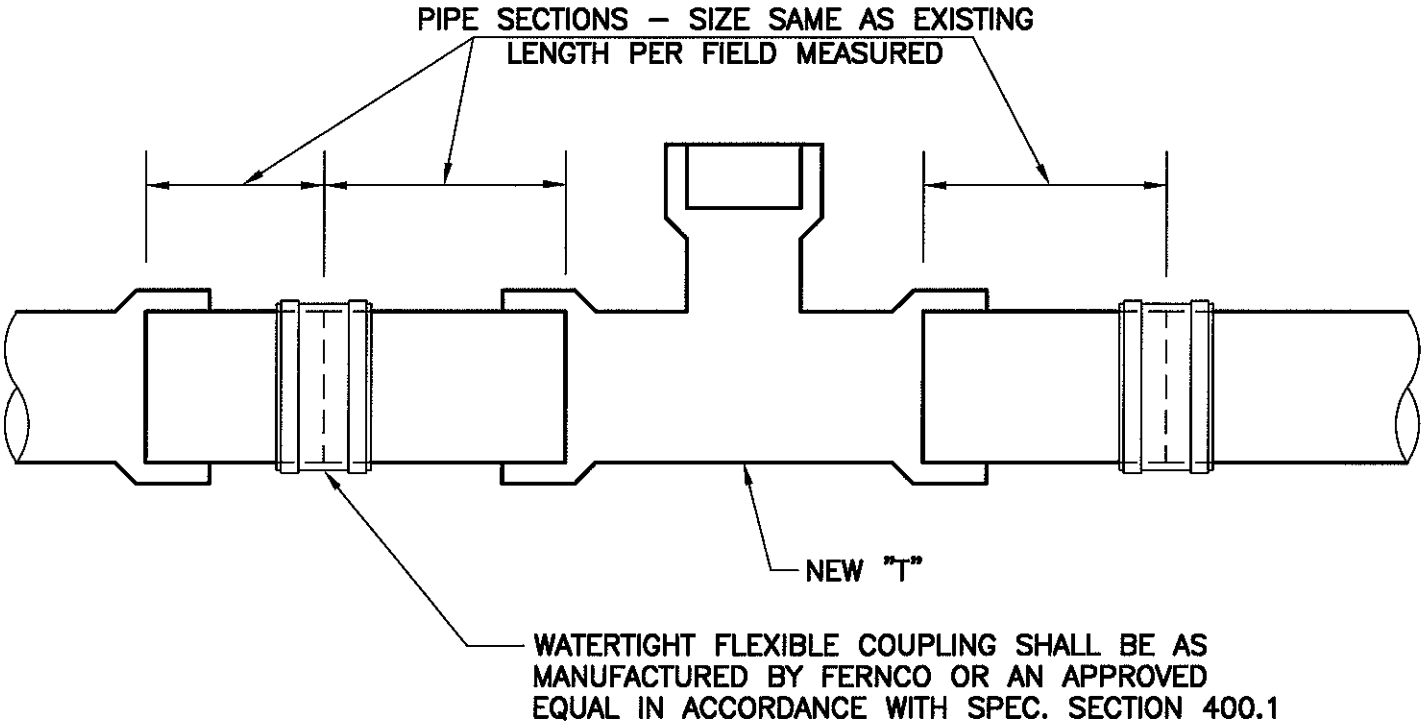
ALTERNATE SANITARY PIPE BEDDING

(CONCRETE CRADLE)

AIRPORTS • ARCHITECTURE
R.W. ARMSTRONG
EST. 1961
ENVIRONMENTAL • TRANSPORTATION
8300 BROADWAY, SUITE E-1
MERRILLVILLE, INDIANA 46410 (219) 738-2258

DETAIL No. 500.8

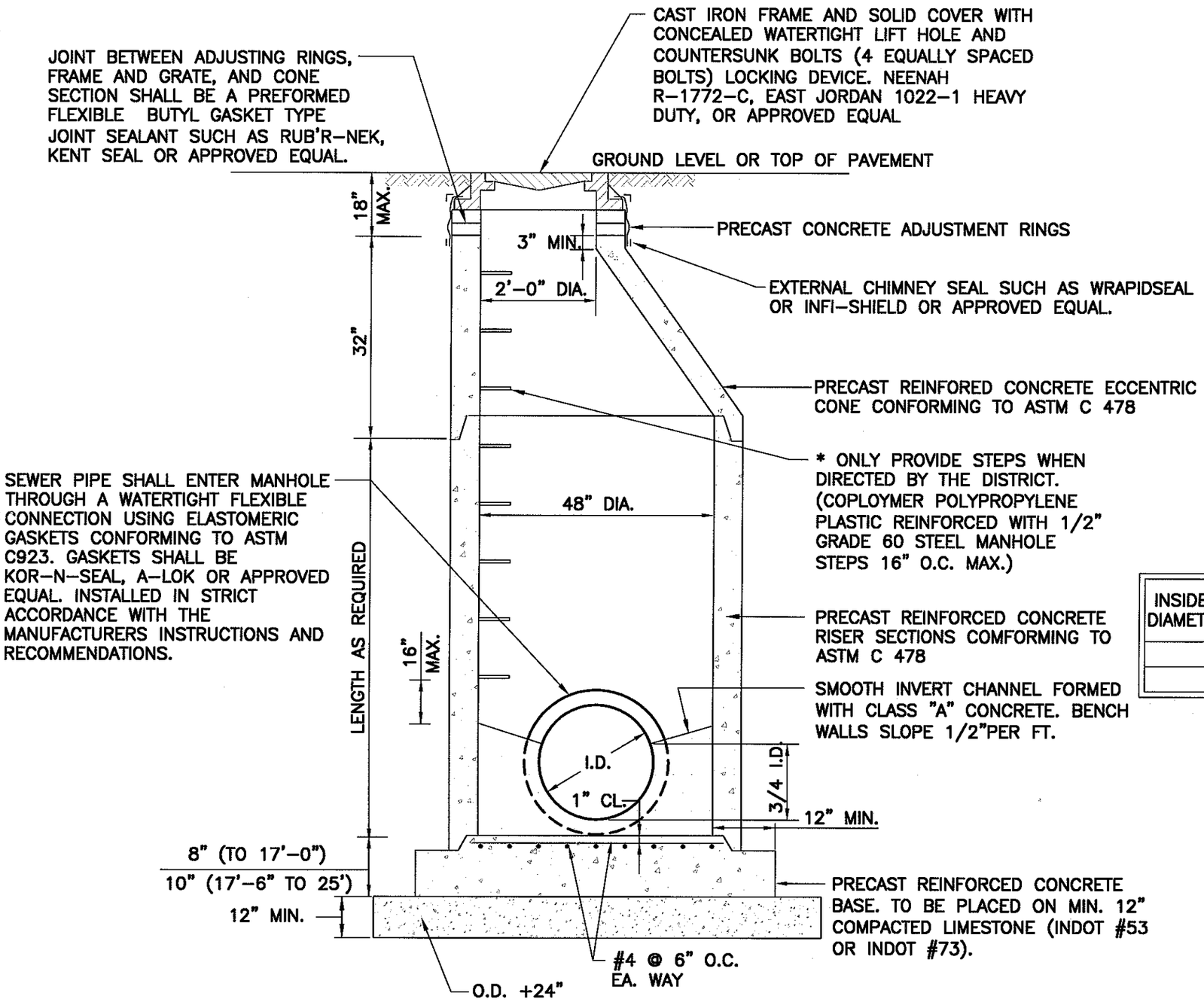
MERRILLVILLE CONSERVANCY DISTRICT



CONNECTIONS TO EXISTING SEWER PIPE

AIRPORTS • ARCHITECTURE
R.W. ARMSTRONG
EST. 1961
ENVIRONMENTAL • TRANSPORTATION
8300 BROADWAY, SUITE E-1
MERRILLVILLE, INDIANA 46410 (219) 738-2258

DETAIL No. 500.9



NOTE: THE BASE, RISER SECTION, ECCENTRIC CONE AND ADJUSTING RINGS SHALL CONFORM TO ASTM C478. THE JOINTS BETWEEN THE BASE, RISER SECTIONS, AND BOTTOM JOINT OF THE ECCENTRIC CONE SHALL BE TONGUE AND GROVE TYPE WITH A CONTINUOUS RUBBER RING GASKET CONFORMING TO ASTM C443 OR A PREFORMED FLEXIBLE BUTYL GASKET TYPE JOINT SEALANT CONFORMING TO ASTM C990 SUCH AS RUB'R-NEK, KENT SEAL, OR APPROVED EQUAL. IN ADDITION, JOINTS SHALL BE SEALED WITH AN APPROVED MASTIC AS REQUIRED BY THE DISTRICT.

TYPE I

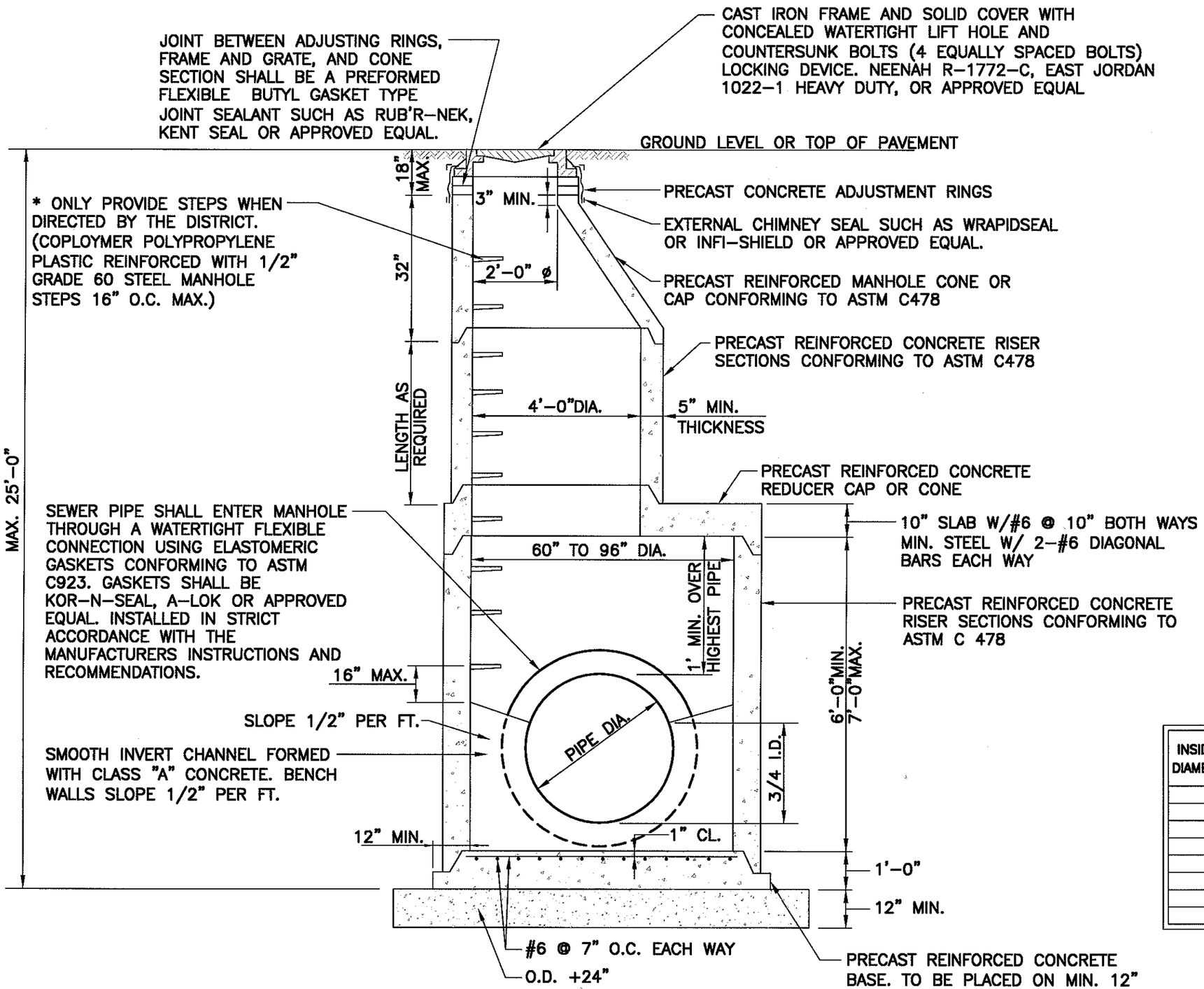
INSIDE MANHOLE DIAMETER, INCHES	SEWER PIPE DEFLECTION THROUGH MANHOLE, DEGREES	TYPE OF SEWER PIPE	
		PVC	DI/FIBER
48"	0° – 45°	27"	24"
48"	46° – 90°	21"	20"

STANDARD PRECAST CONCRETE MANHOLE - TYPE I

SEE TABLE FOR MAXIMUM INSIDE DIAMETER FOR CONNECTING SEWER
(NOT TO SCALE)

AIRPORTS • ARCHITECTURE
R.W. ARMSTRONG
EST. 1961
ENVIRONMENTAL • TRANSPORTATION
8300 BROADWAY, SUITE E-1
MERRILLVILLE, INDIANA 46410 (219) 738-2258

DETAIL No. 500.10



NOTE: THE BASE, RISER SECTIONS, CONE OR CAP AND ADJUSTING RINGS SHALL CONFORM TO ASTM C478. THE JOINTS BETWEEN THE BASE, RISER SECTIONS, AND CONE OR CAP SHALL BE TONGUE AND GROVE TYPE WITH A CONTINUOUS RUBBER RING GASKET CONFORMING TO ASTM C443 OR A PREFORMED FLEXIBLE BUTYL GASKET TYPE JOINT SEALANT CONFORMING TO ASTM C990 SUCH AS RUB'R-NEK, KENT SEAL, OR APPROVED EQUAL. IN ADDITION, JOINTS SHALL BE SEALED WITH AN APPROVED MASTIC AS REQUIRED BY THE DISTRICT.

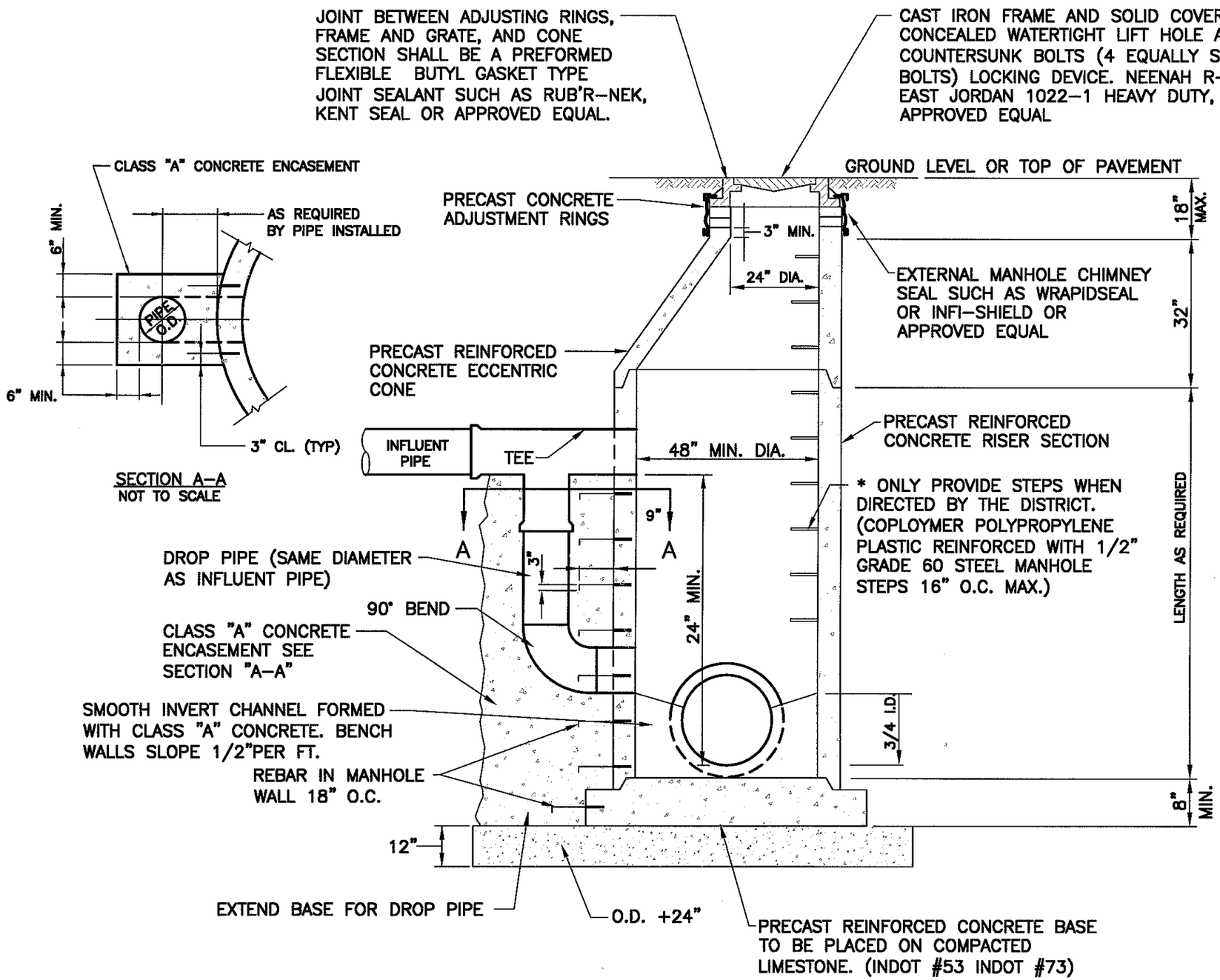
INSIDE MANHOLE DIAMETER, INCHES	SEWER PIPE DEFLECTION THROUGH MANHOLE, DEGREES	TYPE OF SEWER PIPE	
		PVC	DI/FIBER
60"	0° – 45°	36"	36"
60"	46° – 90°	27"	24"
72"	0° – 45°	42"	42"
72"	46° – 90°	30"	30"
84"	0° – 45°	48"	48"
84"	46° – 90°	36"	36"
96"	0° – 45°	42"	42"
96"	46° – 90°	48"	48"

STANDARD PRECAST CONCRETE MANHOLE - TYPE II

SEE TABLE FOR MAXIMUM INSIDE DIAMETER FOR CONNECTING SEWER
(NOT TO SCALE)

AIRPORTS • ARCHITECTURE
R.W. ARMSTRONG
EST. 1961
ENVIRONMENTAL • TRANSPORTATION
8300 BROADWAY, SUITE E-1
MERRILLVILLE, INDIANA 46410 (219) 738-2258

DETAIL No. 500.11



NOTE: THE BASE, RISER SECTION, ECCENTRIC CONE AND ADJUSTING RINGS SHALL CONFORM TO ASTM C478. THE JOINTS BETWEEN THE BASE, RISER SECTIONS, AND BOTTOM JOINT OF THE ECCENTRIC CONE SHALL BE TONGUE AND GROVE TYPE WITH A CONTINUOUS RUBBER RING GASKET CONFORMING TO ASTM C443 OR A PREFORMED FLEXIBLE BUTYL GASKET TYPE JOINT SEALANT CONFORMING TO ASTM C990 SUCH AS RUB'R-NEK, KENT SEAL, OR APPROVED EQUAL. IN ADDITION, JOINTS SHALL BE SEALED WITH AN APPROVED MASTIC AS REQUIRED BY THE DISTRICT.

PRECAST CONCRETE DROP MANHOLE

(NOT TO SCALE)

AIRPORTS • ARCHITECTURE
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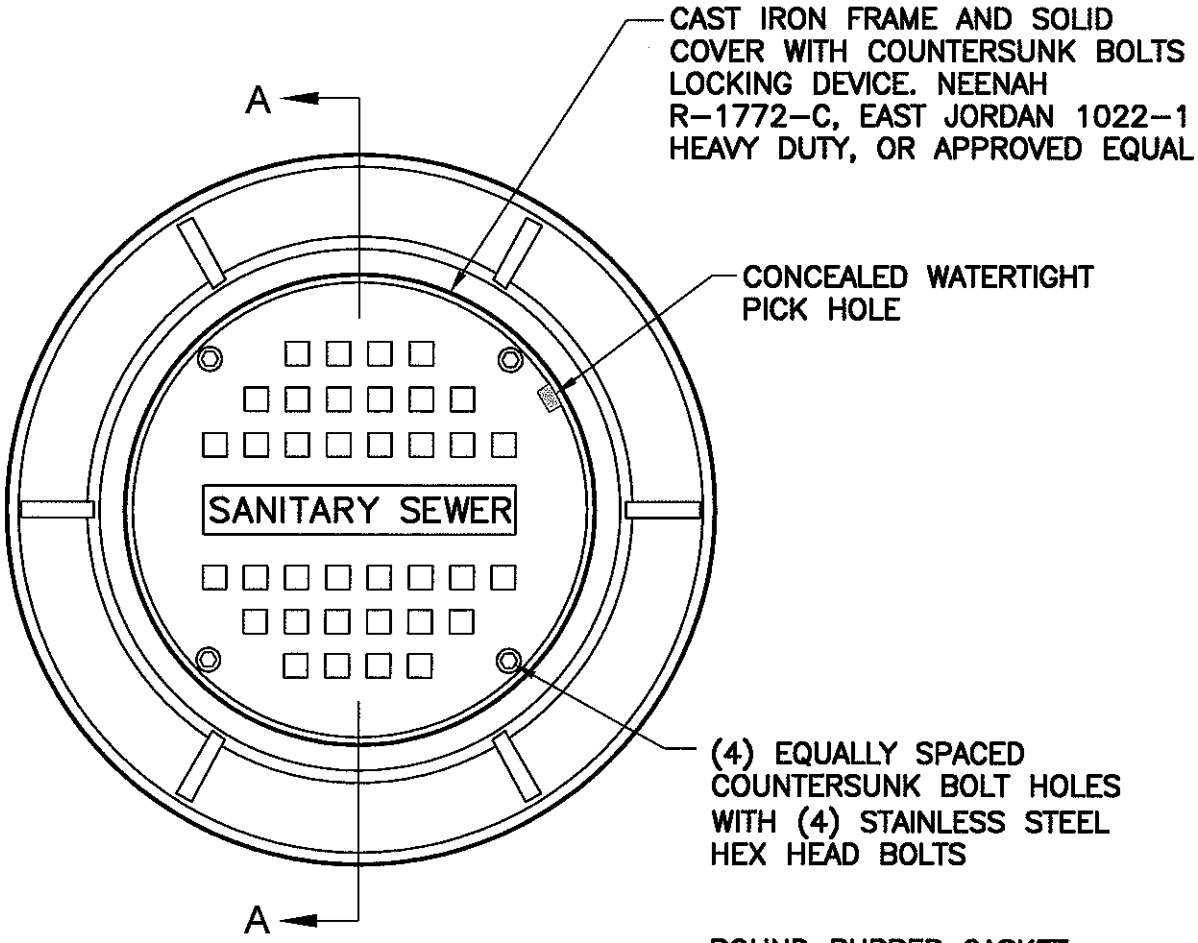
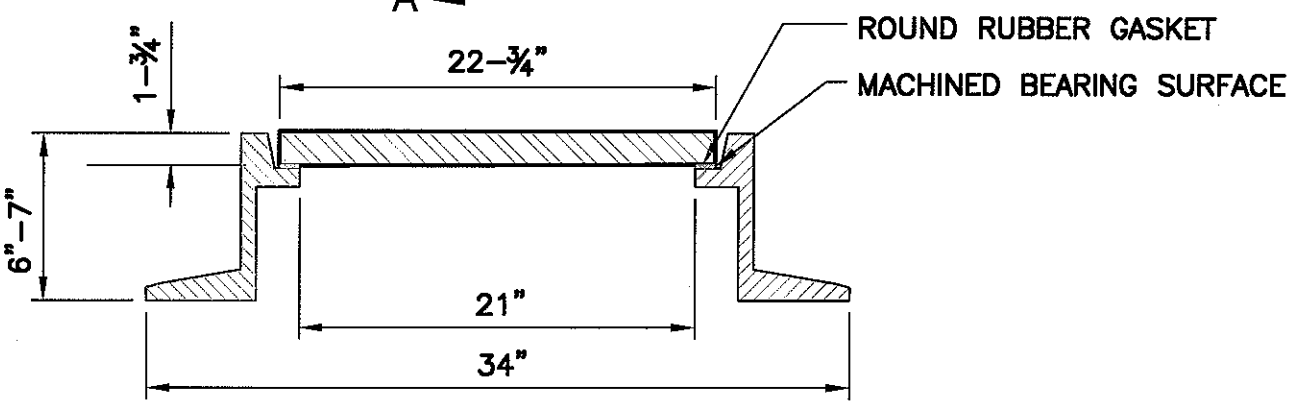
EST. 1961
ENVIRONMENTAL • TRANSPORTATION
8300 BROADWAY, SUITE E-1
MERRILLVILLE, INDIANA 46410 (219) 738-2258

DETAIL No. 500.12

MERRILLVILLE CONSERVANCY DISTRICT





SECTION A-A

SANITARY SEWER MANHOLE FRAME AND COVER

(TYPE I, TYPE II AND DROP MANHOLES)

(NOT TO SCALE)

AIRPORTS • ARCHITECTURE
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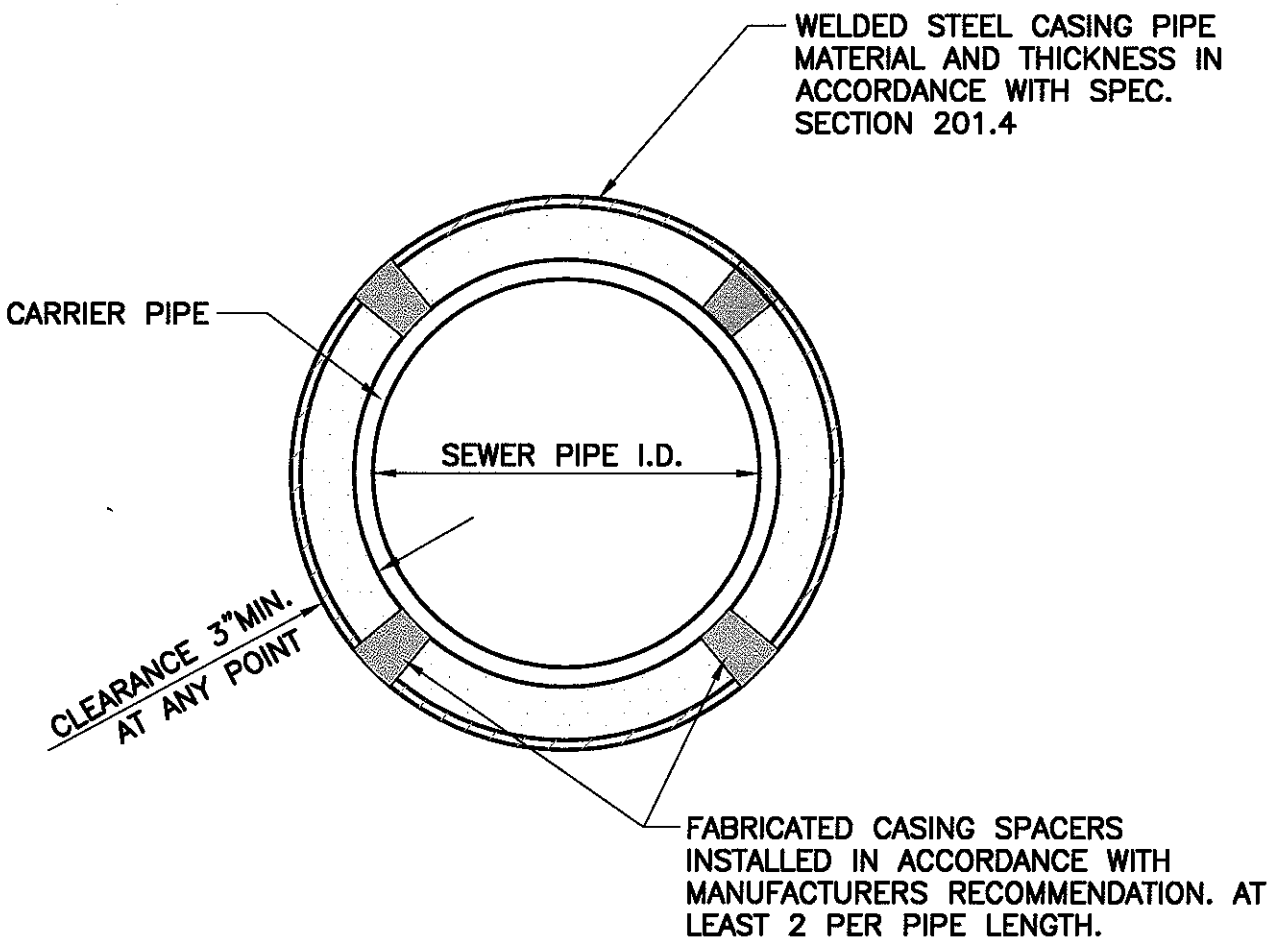
EST. 1961
ENVIRONMENTAL • TRANSPORTATION
8300 BROADWAY, SUITE E-1
MERRILLVILLE, INDIANA 46410 (219) 738-2258

DETAIL No. 500.13

MERRILLVILLE CONSERVANCY DISTRICT



CROSS-SECTION

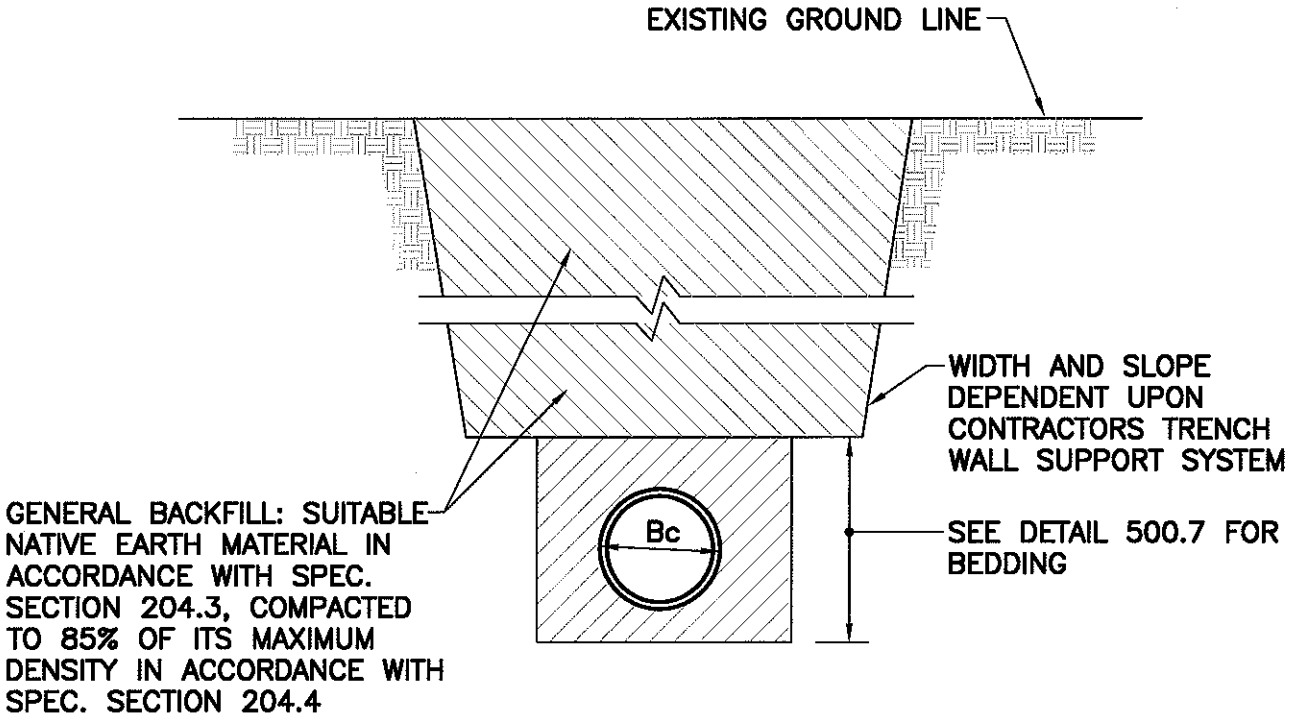
SANITARY SEWER PIPE IN CASING

(NOT TO SCALE)

AIRPORTS • ARCHITECTURE
R.W. ARMSTRONG
EST. 1961
ENVIRONMENTAL • TRANSPORTATION
8300 BROADWAY, SUITE E-1
MERRILLVILLE, INDIANA 46410 (219) 738-2258

DETAIL No. 500.14

MERRILLVILLE CONSERVANCY DISTRICT



NOTE: CONTRACTOR SHALL PROVIDE A TRENCH SAFETY SYSTEM WHICH CONFORMS TO THE REQUIREMENTS OF SPECIFICATION SECTION 204.1

TRENCH AND GENERAL BACKFILL DETAIL

(TURFED/SEEDED/UMIPROVED AREAS)

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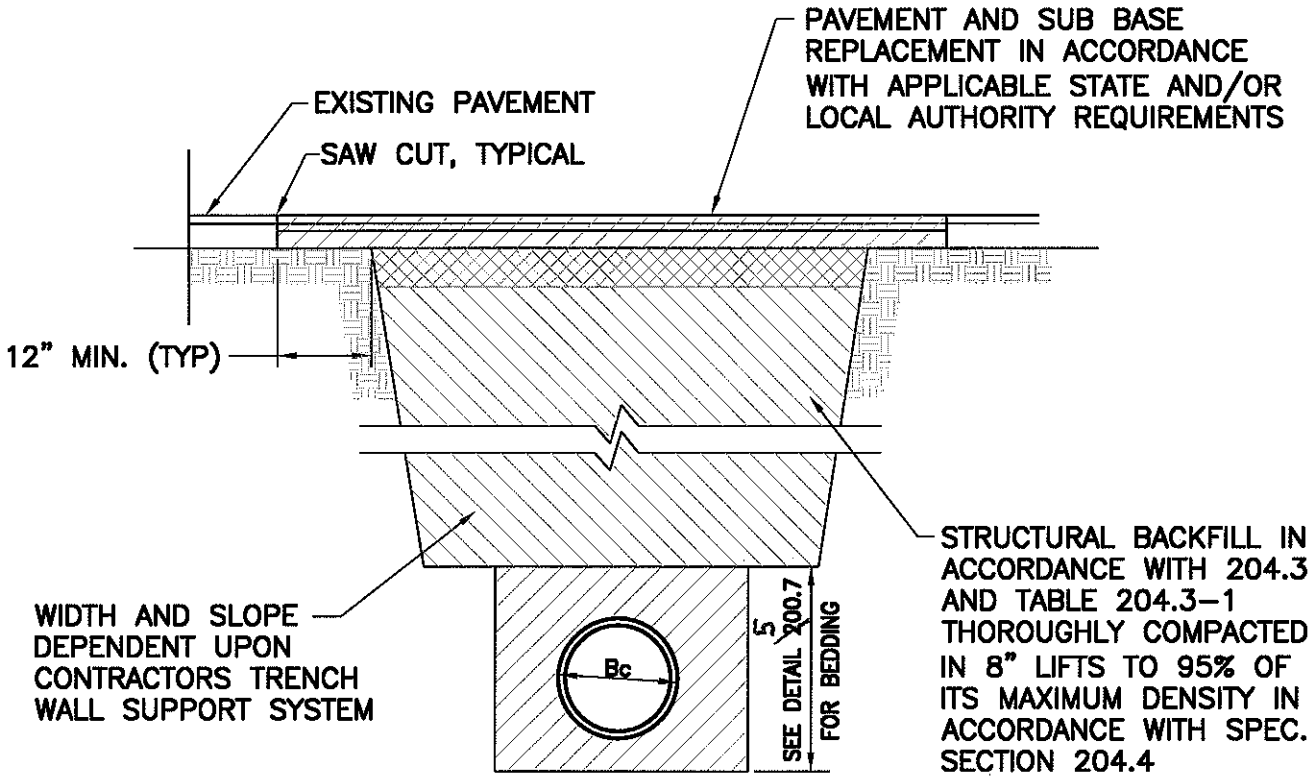
ENVIRONMENTAL • TRANSPORTATION
8300 BROADWAY, SUITE E-1
MERRILLVILLE, INDIANA 46410 (219) 738-2258

DETAIL No. 500.15



NOTE: CONTRACTOR SHALL PROVIDE A TRENCH SAFETY SYSTEM WHICH CONFORMS TO THE REQUIREMENTS OF SPEC. SECTION 204.1

TRENCH AND STRUCTURAL BACKFILL UNDER PAVEMENT DETAIL AND OTHER LOCATIONS*

* IN ACCORDANCE WITH SECTION 204.3 OF THE STANDARDS AND SPECIFICATIONS.

(COMPACTION TESTING REQUIRED IN ACCORDANCE WITH SECTION 204.4 OF THE STANDARDS AND SPECIFICATIONS)

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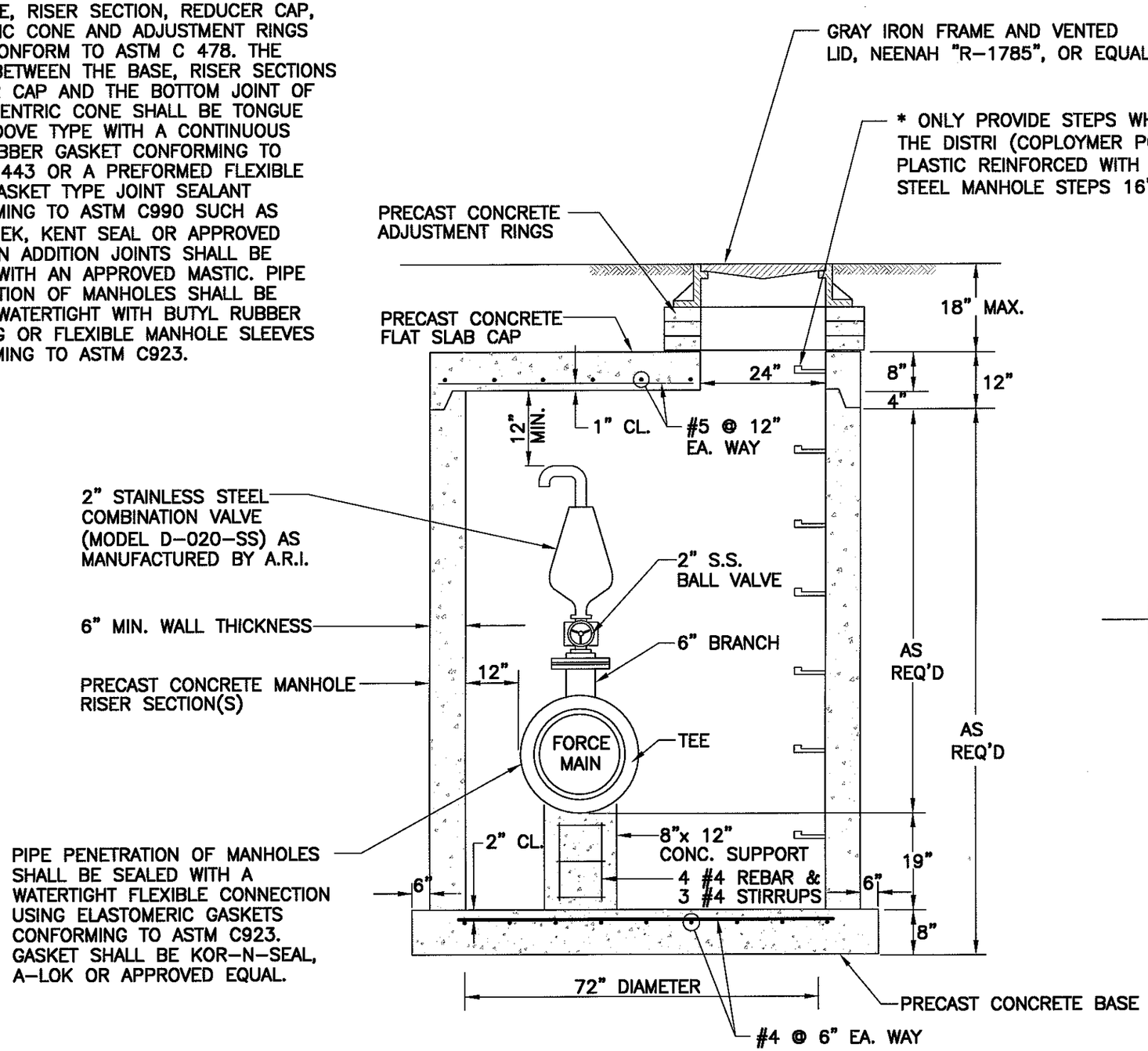
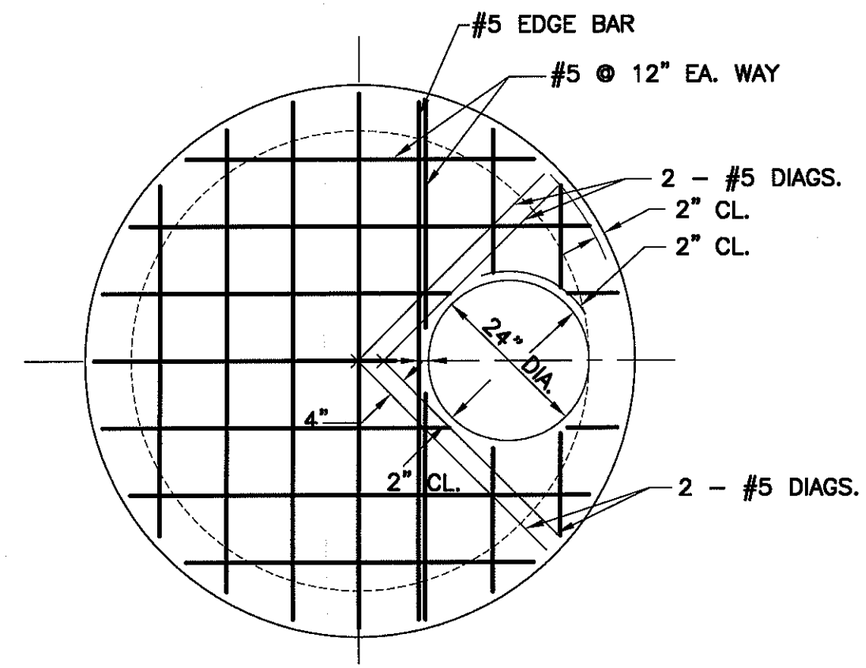
MERRILLVILLE, INDIANA 46410 (219) 738-2258

DETAIL No. 500.16

NOTE:
THE BASE, RISER SECTION, REDUCER CAP, ECCENTRIC CONE AND ADJUSTMENT RINGS SHALL CONFORM TO ASTM C 478. THE JOINTS BETWEEN THE BASE, RISER SECTIONS REDUCER CAP AND THE BOTTOM JOINT OF THE ECCENTRIC CONE SHALL BE TONGUE AND GROOVE TYPE WITH A CONTINUOUS RING RUBBER GASKET CONFORMING TO ASTM C 443 OR A PREFORMED FLEXIBLE BUTYL GASKET TYPE JOINT SEALANT COMFORMING TO ASTM C990 SUCH AS RUB'R-NEK, KENT SEAL OR APPROVED EQUAL. IN ADDITION JOINTS SHALL BE SEALED WITH AN APPROVED MASTIC. PIPE PENETRATION OF MANHOLES SHALL BE SEALED WATERTIGHT WITH BUTYL RUBBER CAULKING OR FLEXIBLE MANHOLE SLEEVES CONFORMING TO ASTM C923.



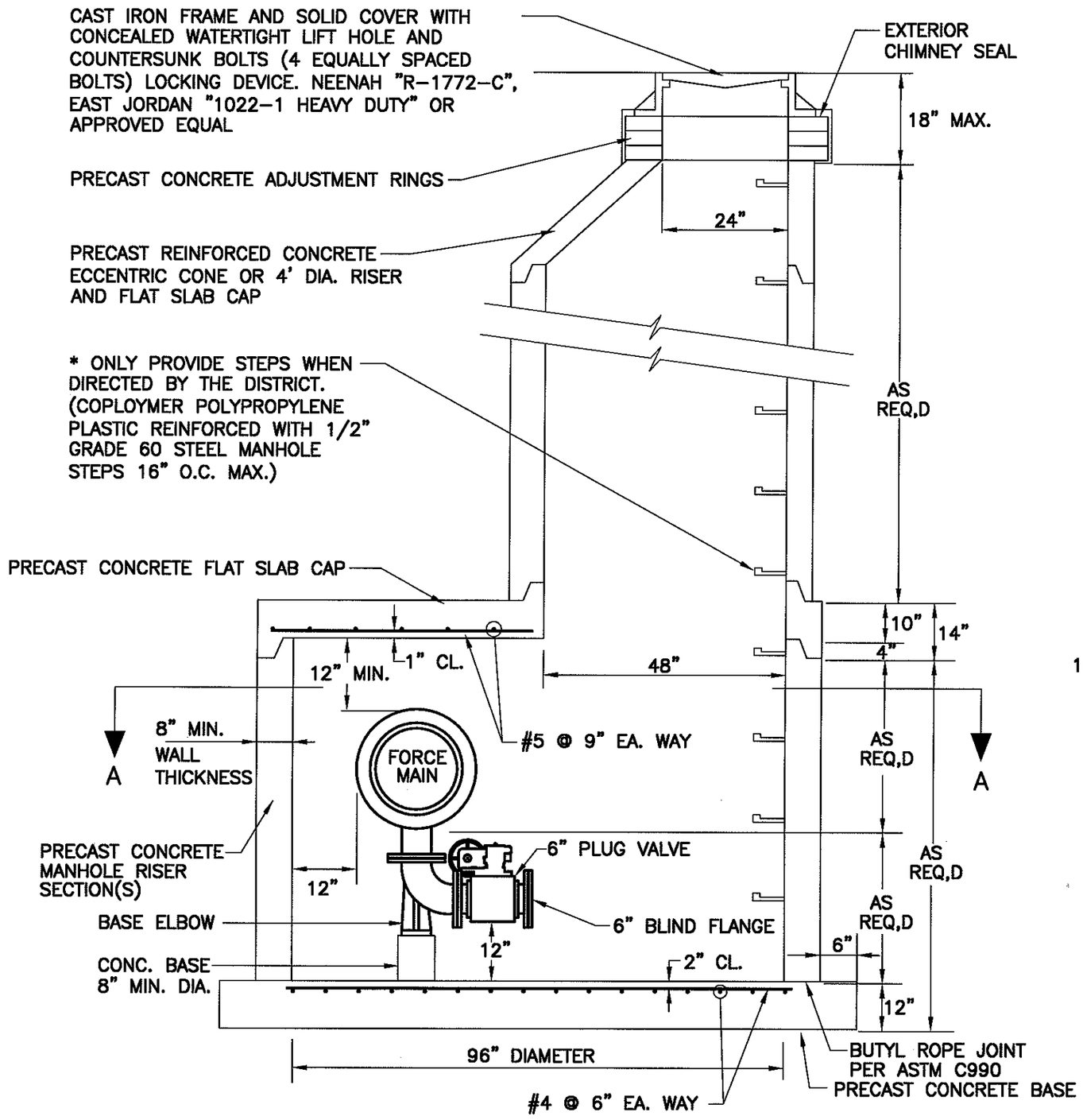
AIR RELIEF VALVE STRUCTURE
(NOT TO SCALE)



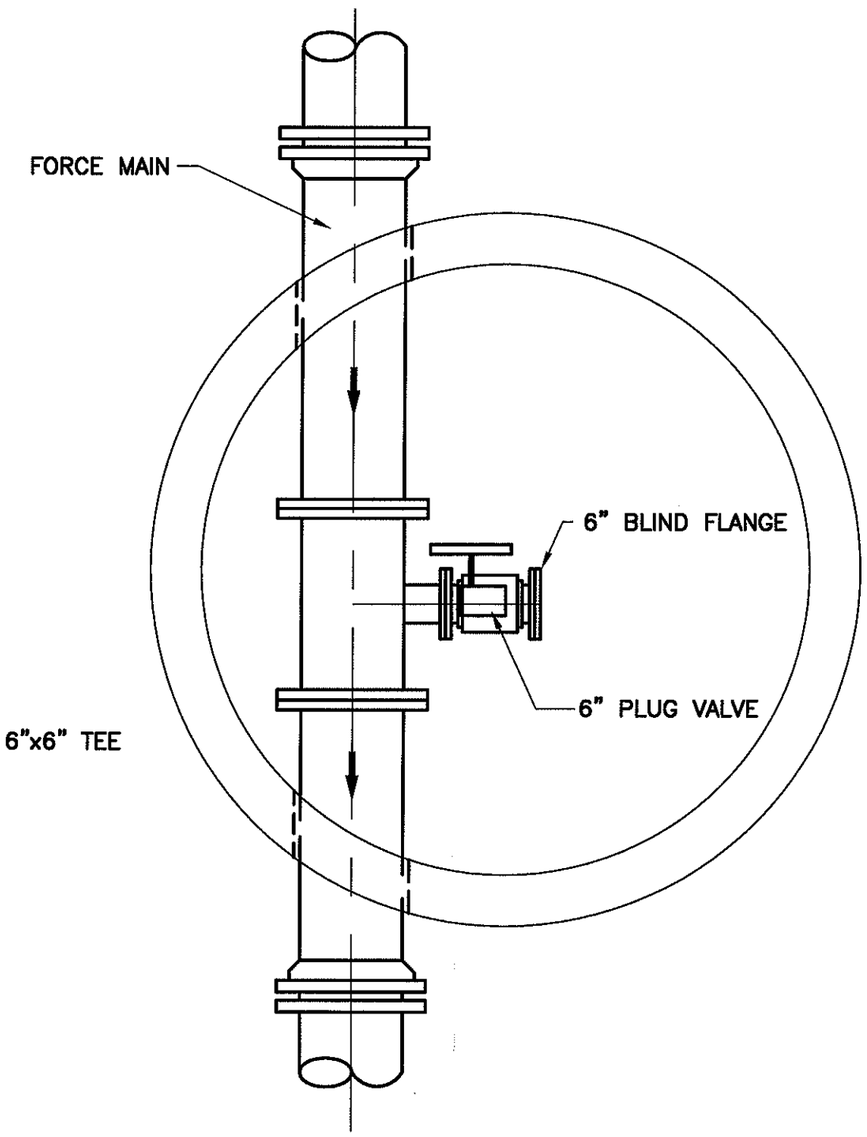
FLAT SLAB TOP

R.W. ARMSTRONG
AIRPORTS • ARCHITECTURE
ENVIRONMENTAL • TRANSPORTATION
EST. 1961
8300 BROADWAY, SUITE E-1
MERRILLVILLE, INDIANA 46410 (219) 738-2258

DETAIL No. 500.17



BLOW-OFF STRUCTURE
(NOT TO SCALE)

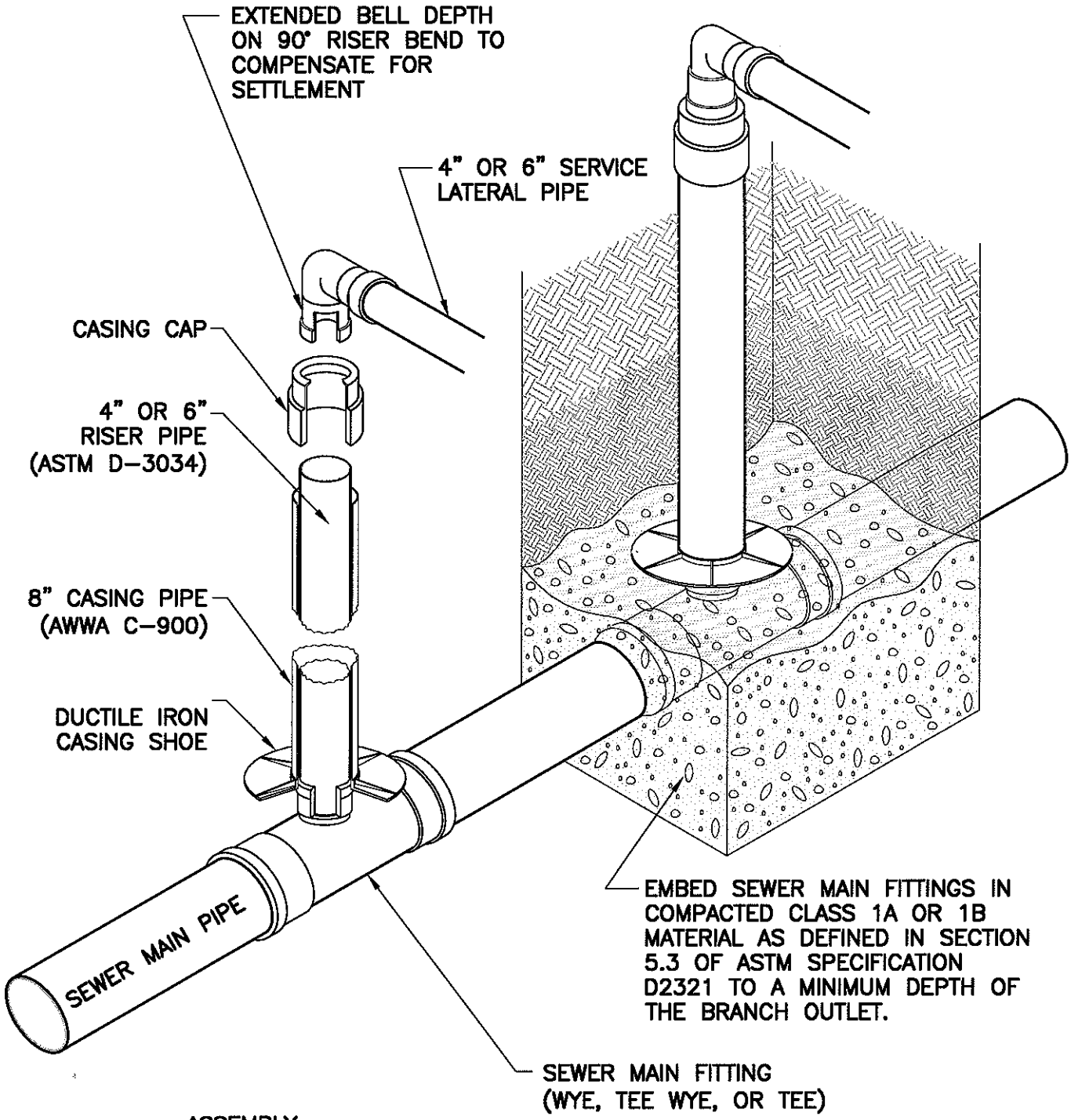


SECTION A-A

R.W. ARMSTRONG
AIRPORTS · ARCHITECTURE · ENVIRONMENTAL · TRANSPORTATION
EST. 1961
8300 BROADWAY, SUITE E-1
MERRILLVILLE, INDIANA 46410 (219) 738-2258

DETAIL No. 500.18

MERRILLVILLE CONSERVANCY DISTRICT



ASSEMBLY

1. PLACE CASING SHOE OVER SEWER MAIN OUTLET.
2. MAKE SQUARE CUTS ON CASING PIPE – INSTALL IN SHOE AND CUT TO PROPER ELEVATION. (SHORT SEGMENTS WITH COUPLINGS FOR CONVENIENCE IS PERMITTED) INSTALL CASING CAP.
3. INSTALL RISER PIPE IN SEWER MAIN FITTING AND CUT TO APPROPRIATE LENGTH. (2" ABOVE CASING CAP)
4. INSTALL RISER BEND AND LATERAL PIPE ON COMPACTED FILL.

MANUFACTURER'S INFO:
BATES & HARRINGTON, INC.
MADISON HEIGHTS, VA
PH. (804)929-0783

PVC LATERAL STACK ASSEMBLY
FOR DEEP SERVICE LATERAL INSTALLATIONS

AIRPORTS • ARCHITECTURE
R.W. ARMSTRONG
EST. 1961
ENVIRONMENTAL • TRANSPORTATION
8300 BROADWAY, SUITE E-1
MERRILLVILLE, INDIANA 46410 (219) 738-2258

DETAIL No. 500.19

MCD RESOLUTION NUMBER 2012-02

MERRILLVILLE CONSERVANCY DISTRICT'S RESOLUTION AMENDING TAP-IN FEE SCHEDULE AND ESTABLISHING INDUSTRIAL USER PRETREATMENT PROGRAM NON-COMPLIANT USER CHARGE

I. AMENDED TAP-IN FEE RESOLUTION

WHEREAS, Merrillville Conservancy District [*hereinafter*, MCD] Resolution 2010-02 states the current Tap-In Fees and Inspection Fees for any person or entity wishing to connect real estate to MCD's sanitary sewer facilities;

WHEREAS, the following MCD Resolutions provide for certain specified undeveloped areas within MCD's boundaries to pay per acre Special Benefits Assessments of varying amounts when the real estate is developed:

1) MCD Resolution 99-04 (passed 12-29-99);
2) MCD Resolution 01-03 (passed 5-12-03);
3) MCD Resolution 02-03 (passed 5-12-03);
4) MCD Resolution 2004-01 (passed 2-3-04);
5) MCD Resolution 01-05 (passed 3-7-05);
6) MCD Resolution 01-06 (passed 2-27-06); and
7) MCD Resolution 06-03 (passed 5-8-06).

WHEREAS, the purposes of MCD's per acre Special Benefits Assessments and Tap-In Fees are to recover MCD's historical costs for installing sanitary sewers in undeveloped areas and to recover MCD's costs throughout the district for replacing sanitary sewer wastewater capacity used by new connections to MCD's sanitary sewer facilities;

WHEREAS, for the purpose of administrative convenience MCD's Board of Directors desires to eliminate MCD's per acre Special Benefits Assessment and collect only a Tap-In Fee for new connections to MCD's facilities;

WHEREAS, MCD's Board of Directors believes it is in the best interests of MCD to merge the collection of MCD's Special Benefits Assessment with the collection of MCD's Tap-In Fees;

WHEREAS, MCD's Board of Directors contracted with H.J. Umbaugh & Associates to conduct a study and prepare a report regarding an MCD System Development Charge, which combines the cost factors underlying MCD's current Tap-In Fees and Special Benefits Assessments; and

WHEREAS, H. J. Umbaugh & Associates has advised the MCD Board of Directors that for the report they have prepared, that the terms "System Development Charge" and "Tap-In Fee" are interchangeable;

APPENDIX A

WHEREAS, H.J. Umbaugh and Associates provided MCD's Board of Directors with a report regarding MCD's System Development Charge, which will form the basis of MCD's updated Tap-In Fee schedule.

BE IT RESOLVED, that MCD's Board of Directors, upon a motion duly made and seconded, hereby adopts the following provisions governing the Tap-In Fees for establishing new and upgraded connections to MCD's sanitary sewer facilities:

Section 1: MCD's Categorical Tap-In Fees.

TYPES OF ESTABLISHMENTS	Estimated Daily Flow Gallons Per Day	Tap-In Fee
Assembly Hall/Church, per seat	5.00	$27.35
Auto Service Station, per set of pumps	500.00	$2,735.00
Bowling Alley, per alley	200.00	$1,094.00
Bars & Cocktail Lounge, per seat	30.00	$164.10
Dwelling		
Apartment		
One bedroom, per apartment	100.00	$547.00
Two bedroom, per apartment	160.00	$875.20
Hotel/Motel		
Per Room	100.00	$547.00
Private Dwelling	200.00	$1,094.00
Mobile Home Park, per space	200.00	$1,094.00
Institution		
Average type, per bed	120.00	$645.40
Hospital, per bed	250.00	$1,367.50
Office		
Business/Professional, per Square Foot	0.20	$1.09
Medical, per Square Foot	0.50	$2.74
Restaurants, per seat	40.00	$218.80
Retail Space, per gross floor area	0.20	$1.09
School, per student	15.00	$82.05
Self-Service laundry, per machine	500.00	$2,735.00
Theater		

Indoor, per seat Outdoor, per car stall	5.00 7.00	$27.35 $38.29
Warehouse/Office Combination Office, per Square Foot Dedicated Warehouse, per Square Foot	 0.47 0.17	 $2.57 $0.93

Section 2: Individually Calculated Tap-In Fees.

A. Purpose

This section concerns Tap-In Fees for establishments and entities that are not listed under the "Types of Establishments" covered by MCD's Categorical Tap-In Fees stated above; and for situations where questions arise as to whether the wastewater discharge flow estimates for MCD's categorical "Types of Establishments" do not reasonably reflect the actual usage patterns of the proposed customer.

B. Tap-In Fee Equals $5.47 per Gallon of Average Daily Wastewater Flow Discharged to MCD's Sanitary Sewers

MCD's System Development Charge study prepared by H.J. Umbaugh & Associates shows the current and historical costs that should be recovered from MCD's Tap-In Fees translate to a charge of $5.47 per gallon of average daily wastewater flow discharged to MCD's sanitary sewers by MCD's new customers. Tap-In Fees individually calculated under this section are based on the policy that MCD's Tap-In Fees should serve as a mechanism for MCD to reserve adequate wastewater capacity for MCD's new customers. The $5.47 charge per gallon is applied to the average daily flow number of MCD's new customer to arrive at the tap fee.

C. Calculation of MCD's New Customer's Estimated Average Daily Flow and "Two-Year Look Back Period"

i. MCD's Calculation of Estimated Average Daily Wastewater Discharge Flow; Treatment of "Two-Year Look Back Period"

MCD's new customer's estimated average daily wastewater flow discharged to MCD's sanitary sewer, which is used for individually calculating MCD's customer's Tap-In Fee under this section for situations where the proposed customer is not identified in the table of Types of Establishments found in Section 1, or there is a reasonable basis to believe the estimated flows found in the table are inaccurate. In those circumstances, the estimated average daily wastewater flow will initially be determined according to the following methodology.

First, MCD's new customer will provide MCD with reasonable information from which MCD's personnel can estimate MCD's new customer's average daily water usage. MCD will assume that MCD's new customer's estimated average daily wastewater discharge flow into MCD's sanitary sewers equals MCD's new customer's estimated average daily water usage. The

$5.47 per gallon Tap-In Fee charge is applied to MCD's new customer's estimated average daily wastewater discharge flow to determine the Tap-In Fee.

MCD's new customer's estimated average daily wastewater discharge flow that is used to determine MCD's new customer's Tap-In Fee will be reconciled with the new customer's actual usage patterns after a two year period, which begins on the date that MCD's new customer connects to, and begins discharging wastewater to the District. A two year period will be used to enable MCD's new customer's establishment to reach a full and standard operational level. This two year reconciliation period shall be referred to as MCD's estimated Tap-In Fee's "Two Year Look-Back Period".

The public water utility usage records for MCD's new customer shall serve as the data used to prove the amount of wastewater that MCD's new customer discharges into MCD's sanitary sewers during the "Two Year Look-Back Period. MCD's new customer's public water utility water usage will be deemed to equal the volume of wastewater MCD's new customer discharges into MCD's sanitary sewers.

When the above-described methodology is used to generate MCD's estimate of the new customer's average daily flow, then after the expiration of the "Two Year Look Back Period":

1) MCD will credit the new customer with the excess Tap-In Fee paid, if MCD's average daily flow estimate was too high compared to the new customer's actual usage patterns; or

2) MCD will bill MCD's new customer for the balance of the Tap-In Fee at the same rate as the original estimated Tap-In Fee, if MCD's average daily flow estimate was too low compared to the new customer's actual usage patterns.

ii. MCD's New Customer's Suggested Average Daily Wastewater Discharge Flow Methodology Used to Compute Tap-In Fee; Treatment of "Two-Year Look Back Period"

If MCD's new customer believes that the public water utility usage records for MCD's new customer will not accurately measure the amount of wastewater that MCD's new customer discharges into MCD's sanitary sewers, then MCD's new customer may present MCD with whatever tangible support MCD's new customer has for a different estimate of the new customer's expected average daily wastewater discharge flow. If MCD's Board of Directors determines that the new customer's estimate of expected average daily discharge flow is reasonable and plausible, then MCD will use the new customer's estimate of expected average daily flow to compute the tap-in fee.

If public utility water usage records will not be used to determine MCD's new customer's average daily wastewater discharge flow into MCD's sanitary sewers, then MCD's new customer must propose a discharge flow metering system that will accurately measure the amount of wastewater that MCD's new customer will discharge into MCD's sanitary sewers.

MCD's new customer's discharge flow metering system must be based on the highest and best technology commercially available.

MCD has a strong preference that any new customer's recommended discharge flow metering system shall utilize flow metering of wastewater being directly discharged into MCD's sanitary sewers; and, that if possible, a single flow meter shall be used. In any case, the number of flow meters shall be kept to as few as possible. MCD's new customer shall be responsible for paying the entire cost of designing, installing, calibrating, and maintaining the wastewater discharge flow metering system. The flow metering system shall be maintained and calibrated as often as is necessary to insure accurate wastewater discharge flow metering, but in no case shall the meters be calibrated less frequently than every two years. If it is determined that the meter is out of calibration by a margin greater than 5%, then the monthly flow data used to prepare the previous sewer bills shall be adjusted by the calibration variance going back to the month following the last calibration.

MCD will consider a new customer's proposed alternate form of wastewater discharge flow metering, only when MCD's new customer demonstrates that flow metering of wastewater being directly discharged into MCD's sanitary sewers is technologically impossible.

If MCD's new customer's flow metering system fails or for any reason ceases to accurately measure the volume of wastewater being discharged into MCD's sanitary sewers, during the period of metering system failure or inaccuracy MCD's new customer's public water utility water usage records will be deemed to equal the volume of wastewater MCD's new customer discharges into MCD's sanitary sewers.

A new MCD customer's MCD Tap-In Fee, which is based on MCD's new customer's estimate of average daily wastewater flow discharged into MCD's sanitary sewers as documented by MCD's new customer's proposed alternate form of wastewater discharge flow metering, will also be subject to a "Two Year Look-Back Period". MCD's new customer's estimated average daily wastewater discharge flow that is used to determine MCD's new customer's Tap-In Fee will be reconciled with the new customer's actual usage patterns after a two year period, which begins on the date that MCD's new customer actually pays a Tap-In Fee to MCD. A two year period will be used to enable MCD's new customer's establishment to reach a full and standard operational level.

The intent of this provision is promote fairness by not requiring MCD's new customer's to reserve more capacity than they need, but not to provide MCD's new customer with an opportunity to request capacity only to have second thoughts regarding that request. Therefore at the expiration of the "Two Year Look-Back Period":

1) If MCD's customer's estimate of average daily flow is too high, then the Tap-In Fee will not be adjusted, but the capacity reflected in the original estimate will remain reserved and available to MCD's new customer; and

2) If MCD's customer's estimate of average daily flow is too low, then the Tap-In Fee will be increased to reflect the additional flow being generated by the customer. This

additional flow will be priced at the current cost per gallon as reflected in the Tap-In Fee resolution in effect at the expiration of the Two Year Look-Back Period plus 10% of the cost per gallon to cover MCD's additional administrative costs.

Section 3: Calculation of Upgraded Tap-In Fees for Existing MCD Customers

This section concerns the calculation of upgraded Tap-In Fees for MCD's existing customers.

If the building location of an existing MCD customer is demolished and a new building is constructed, the existing MCD customer or a purchaser of the new building must pay a Tap-In Fee for the new structure.

If an existing MCD customer significantly expands its building(s) and/or operation(s) in a way that causes the customer to exceed the capacity reserved by the customer's original Tap-In Fee charged under this Resolution and subsequent Tap-In Fee Resolutions, then MCD's existing customer will be required to pay an additional "Upgraded Tap-In Fee" for MCD's customer's additional reserved capacity needed due to MCD's customer's expanded use of MCD's facilities. The Upgraded Tap-In Fee will be calculated by the methods specified in Sections 1 or 2 of this Resolution.

Section 4: Payment of MCD's Tap-In Fee is Condition Precedent to Issuance of MCD's Letter of Sewer Availability to a New MCD Customer

Local Building and Planning officials having jurisdiction over building projects on real estate lying within MCD's sanitary sewer service territory will not issue a building permit without a "Letter of Sewer Availability" from MCD. MCD's new customer and MCD's existing customers, who are required to pay a Tap-In Fee under this Resolution, must pay MCD's Tap-In Fee in full before MCD will provide a "Letter of Sewer Availability" for any new or expanded buildings or facilities which are the subject of the Tap-In Fee.

The purpose of this requirement is to insure that MCD's new customer submit their building plans and specifications to MCD before construction begins, so MCD's staff can review the plans and specifications and insure that the new or updated building or facility meets MCD's technical sanitary sewer and wastewater discharge flow metering requirements. The purpose of this requirement is also to insure that MCD's Tap-In Fees are fully and timely paid by MCD's customers.

Section 5: Repeal of Special Benefits Provisions Contained in MCD's Prior Resolutions

Given that the Tap-In Fees provided for by this MCD Resolution are intended to include all capacity related charges previously addressed in MCD's Resolutions providing for the payment of MCD's Special Benefits Assessments and MCD's Tap-In Fees, MCD's Board hereby repeals the Special Benefits Assessment provisions contained in the following MCD Resolutions:

1) MCD Resolution 99-04 (passed 12-29-99);
2) MCD Resolution 01-03 (passed 5-12-03);
3) MCD Resolution 02-03 (passed 5-12-03);
4) MCD Resolution 2004-01 (passed 2-3-04);
5) MCD Resolution 01-05 (passed 3-7-05);
6) MCD Resolution 01-06 (passed 2-27-06); and
7) MCD Resolution 06-03 (passed 5-8-06).

MCD's Board also repeals the Special Benefits Assessment provisions contained in any MCD Resolutions that might be contained in any MCD Resolutions not specifically listed above.

Section 6: Sewer Inspection Fees

In addition to the above-discussed Tap-In Fees, persons or entities establishing new connections to MCD's sanitary sewer facilities shall pay the following Sewer Inspection Fees:

Length of Sewer or Force Main, Feet	Inspection Cost Component @ $50 per Hour
0-100	$150
101-200	$300
201-300	$450
301-400	$600
401-500	$750
501-600	$900
601-700	$1,050
701-800	$1,200
801-900	$1,350
901-1,000	$1,500
Lift Station	$600

II. INDUSTRIAL USER PRETREATMENT PROGRAM NON-COMPLIANT USER CHARGE

WHEREAS, 40 C.F.R. Ch. 1, Part 403 is a regulation enacted by the U.S. Environmental Protection Agency which requires MCD to develop and implement an Industrial User Pretreatment Program;

WHEREAS, 327 IAC 5 is a rule adopted by the Indiana Department of Environmental Management's Water Pollution Control Board which requires MCD to develop and implement an Industrial User Pretreatment Program;

WHEREAS, MCD's Board of Directors enacted "MCD Resolution No.: 2011-02", which is entitled:

"Merrillville Conservancy District Resolution Implementing Industrial User Pretreatment Program for Publicly Owned Treatment Works";

WHEREAS, according to the above referenced federal and state authorities and MCD Resolution No.: 2011-02, MCD transmitted to MCD's users discharging non-domestic wastewater into MCD's facilities "Commercial & Industrial User Wastewater Questionnaires" and/or "Commercial & Industrial Food Preparation/Service User Wastewater Questionnaires" with instructions to complete and return the Questionnaire(s) to MCD;

WHEREAS, a number of MCD's users discharging non-domestic wastewater into MCD's facilities have failed to complete and return their "Commercial & Industrial User Wastewater Questionnaires" and/or "Commercial & Industrial Food Preparation/Service User Wastewater Questionnaires" to MCD;

WHEREAS, MCD cannot meet MCD's legal obligation to implement an Industrial User Pretreatment Program if MCD's users discharging non-domestic wastewater into MCD's facilities fail to comply with MCD's requests made to such users to take actions, which are necessary to implement an Industrial User Pretreatment Program;

WHEREAS, MCD's failure to comply with its legal obligations to implement an Industrial User Pretreatment Program exposes the District to significant financial penalties that will exceed the financial capabilities of existing rates and charges;

WHEREAS, MCD's Board of Directors has decided to establish a new user charge class of customers composed of non-domestic wastewater dischargers, who are not in compliance with their obligations imposed by MCD's Industrial User Pretreatment Program;

WHEREAS, MCD's Board of Directors has determined that this new user charge class of customers shall be known as **"MCD's Industrial User Pretreatment Program Non-Compliant Users";** and

WHEREAS, MCD is establishing a user charge rate structure for "MCD's Industrial User Pretreatment Program Non-Compliant Users" to generate revenues not otherwise available to fund the cost of non-compliance with the requirements of MCD's Industrial User Pretreatment Program;

BE IT RESOLVED, that MCD's Board of Directors, upon a motion duly made and seconded, hereby establishes a new user charge class of customers known as **"MCD's Industrial User Pretreatment Program Non-Compliant Users",** which shall be governed by the following provisions:

A. "MCD's Industrial User Pretreatment Program Non-Compliant Users" will pay sewage rates and charges based on the quantity of water used on or in the property or premises subject to such rates and charges, as the same is measured by the water meter there in use, plus a base charge based on the size of the water meter installed, except as herein otherwise provided. For the purpose of billing and collecting the charges for sewage service, the water meters shall be read bimonthly and the users shall be billed bimonthly (or period equaling a month). The water usage schedule on which the amount of said

rates and charges shall be determined is as follows. The greater of a minimum bimonthly bill of $200 or a bimonthly sewer bill calculated as follows:

	Effective Date		
All Users	1/1/2012	1/1/2013	1/1/2014
1) Treatment charge per 1,000 gallons	$ 3.85	$ 3.95	$ 4.05

Plus:

2) Base Rate – as follows:

	Effective Date		
Water Meter Size	1/1/2012	1/1/2013	1/1/2014
5/8" – 3/4"	$ 23.25	$ 24.20	$ 26.20
1"	43.45	45.90	50.95
1 1/2"	87.75	93.50	105.40
2"	144.20	154.15	174.70
3"	318.90	341.80	389.20
4"	560.75	601.70	686.20
6"	1,246.05	1,338.00	1,527.70
8"	2,213.55	2,377.50	2,715.70

B. MCD's users who discharge non-domestic wastewater into MCD's facilities shall be billed according to the rates charged "MCD's Industrial User Pretreatment Program Non-Compliant Users", beginning thirty (30) days after MCD notifies said User that the User is not in compliance with the requirements of MCD's Industrial User Pretreatment Program.

C. MCD's User will be removed from the class of customers paying the rates charged "MCD's Industrial User Pretreatment Program Non-Compliant Users", within thirty (30) days from the date that said User becomes compliant and notifies MCD that said User is in compliance with the requirements of MCD's Industrial User Pretreatment Program.

III. EFFECTIVE DATE

A. The Industrial User Pretreatment Program Non-Compliant User Charge provisions of this Resolution shall be effective on January 1, 2013**.**

B. All other provisions of this Resolution are effective upon passage of this Resolution.

IV. SEVERABILITY AND SAVINGS CLAUSE

In the event that any provision of this resolution shall be found to be unenforceable because it conflicts with or is contrary to any applicable law, the unenforceable provision shall be severed from this resolution and shall not affect the enforceability of the remainder of this resolution, which shall be given effect without the unenforceable provision. To this end the provisions of this resolution are declared to be severable.

The above MCD Board Resolution was approved, passed, and signed by the following Board Members at a properly noticed and duly held public meeting on October 29, 2012 at 5:30 p.m.

SIGNED AND DATED THIS 29TH DAY OF OCTOBER, 2012.

EDWARD M. SPERKA, Chairman
MCD Board of Directors

Absent

HELEN SANOK, Vice Chairman
MCD Board of Directors

KENNETH E. SMITH, JR., Secretary-Treasurer
MCD Board of Directors

JEFFERY MINCHUK, Director
MCD Board of Directors

EDWARD YERGA, Director
MCD Board of Directors

CURRENT PUBLIC SEWER & BUILDING SEWER FEE SUMMARY TABLE *

** Subject to periodic revision*

Type	Fee	Amount	When Due	Spec. Section
Public Sewer	Plan Review	8" or Larger Gravity Sanitary Sewer Construction First 1,000 feet $ 150.00 Each additional 1,000 feet $ 100.00 Force Main Construction First 1,000 feet $ 150.00 Each additional 1,000 feet $ 100.00 Lift Station Construction $ 600.00	At the time of submission of proposed public sewer plans and specifications to MCD for review.	100.3 A
	Special Benefits Assessment	District to determine amount - variables are location of development, proposed acreage, and amount of infrastructure to be incorporated into the MCD system	After design approval, and prior to beginning construction of the proposed public sewer.	100.3 B
	Inspection	8" or Larger Gravity Sanitary Sewer Construction See, Appendix A, MCD Resolution Number 2012-02 Force Main Construction See, Appendix A, MCD Resolution Number 2012-02 Lift Station Construction $ 600.00	Prior to beginning construction of the proposed public sewer.	100.3 C
	Tap	N/A	N/A	100.3 D
	Approved Contractor	Initial Fee $ 50.00 Yearly Renewal Fee $ 25.00	Prior to beginning work on any project that will be incorporated into the MCD system.	100.4 A
Building Sewer	Plan Review	N/A	N/A	300.5 A
	Special Benefits Assessment	N/A	N/A	300.5 B
	Inspection	First 100 ft. of building sewer $ 150.00 Each add. 100 ft. of building sewer $ 150.00	Prior to beginning construction of the proposed building sewer.	300.5 C
	Tap	Current Tap Fee Schedule - See Appendix A	At time of District approval of Building Sewer (Tap-In) Application, prior to beginning construction of the proposed building sewer.	300.5 D
	Approved Contractor	Initial Fee $ 50.00 Yearly Renewal Fee $ 25.00	Prior to beginning work on any project that will be incorporated into the MCD system.	300.6 A

MERRILLVILLE CONSERVANCY DISTRICT

BUILDING SEWER (TAP-IN) APPLICATION

Development / Project Name (If Any): _____

Proposed Building Sewer Property Address: _____

Applicant / Property Owner Name and Contact Info: _____

_____

Proposed Building Sewer Contractor: _____

Service Class Determination: **Class 1A** - Residential or **Class 1B** - Commercial or **Class 2** - *Industrial

* For Class (2) Industrial waste discharge Applicant, pretreatment of proposed discharge is required and subject to Federal Categorical Pretreatment Standards, and EPA requirements as contained in 40 CFR part 403 entitled "General Pretreatment Regulations for Existing and New Sources of Pollution".

* Class (2) Industrial waste discharge Applicant shall also complete and submit, as applicable, Industrial Waste Survey, and Discharge and Monitoring forms as provided by the Merrillville Conservancy District, in accordance with the Merrillville Conservancy District User Ordinance referenced in Specification Section 300.1 of the Merrillville Conservancy District Standards & Specifications.

Payment of Tap Fees Made: **Yes** or **No**

Proposed Building Sewer Data:

Size: _____

Length: _____

Material: _____

Manholes: _____

Cleanouts: _____

Connection to Public Sewer Data:

Size: _____

Location: _____

Applicant signature indicates awareness of the latest version of the Merrillville Conservancy District Standards & Specifications, and indicates the Applicant's agreement to ensure that the installation of building sewer / service connection is performed in accordance with said Standards & Specifications:

Applicant: _____ _____ _____
Signature Title Date

MCD Approval: _____ _____ _____
Signature Title Date

MCD EXHIBIT 9

PENDING ORDINANCE CPO-10-05
ORDINANCE NO 8347
AS AMENDED
CERTIFICATION DATE
CERTIFIED BY
FAVORABLY
UNFAVORABLY

AN ORDINANCE AMENDING GARY MUNICIPAL CODE TITLE XV SECTION 158 REGARDING SEWERS AND THE GARY SANITARY DISTRICT

WHEREAS, the present sewer ordinance is outdated and no longer meets State of Indiana and Federal laws having last been amended in 1999; and

WHEREAS, The City of Gary and the Gary Sanitary District have been mandated pursuant to consent decree to revise and update the existing Sewer User Ordinance; and

WHEREAS, The State of Indiana and the United States Environmental Protection Agency have approved the proposed replacement ordinance; and

WHEREAS, the City of Gary will benefit from the proposed replacement ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Gary, Indiana as follows:

Section 1. The present Title XV Section 158 is amended in its entirety to read as follows:

(See attached)

Section 2. This ordinance does not affect prosecutions for ordinance violations committed prior to the effective date of this ordinance, does not waive any fee or penalty due and unpaid on the effective date of this ordinance, and does not affect the validity of any bond or cash deposit posted, filed or deposited pursuant to the requirements of any ordinance.

Section 3. This ordinance shall be in full force and effective from and after the date of its passage and publication according to law.

PASSED and **ADOPTED** by the Common Council of the City of Gary, Indiana, this 2nd day of March, 2010.

Presiding Officer

ATTEST:

City Clerk

Presented by me to the Mayor for his approval and signature this 3rd day of March 2010.

CITY CLERK

APPROVED and **SIGNED** by me this 4th day of March, 2010.

MAYOR, CITY OF GARY, INDIANA

PREPARED BY: Chief of Staff's Office
SPONSORED BY: Mayor Rudolph Clay
Gary Sanitary District Commissioners

COMMITTEE ASSIGNMENT FINANCE Reported-out/ Date 2-2-10
1st Reading/Date 2-2-10 Committee Hearing/Date 2-9-10
2nd Reading/Date 2-2-10 Public Hearing/Date 3-2-10
3rd Reading/Date 3-2-10 Final Reading/Date 3-2-10
Passed/Date 3-2-10 Defeated/Date_____ Deferred/Date_____
Tabled/Date_____ Override/Date_____ Adopted/Date_____
Publication/Date_____ Community Hearing/Date_____
Veto_____ Pocket Veto_____ Adopted_____

Adopted by Gary City Council on 3-2-10

SEWER USE ORDINANCE

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SEWER USE ORDINANCE

SECTION I

GENERAL PROVISIONS

A. PURPOSE AND POLICY

This ordinance sets forth uniform requirements for discharges into, the construction of, and additions to, the Gary Sanitary District ("GSD") wastewater collection and treatment system. These requirements enable the GSD to protect public health, maintain a sound sewer infrastructure system in the future, and comply with all applicable local, state and federal laws relating thereto.

B. OBJECTIVES

1. To prevent the introduction of pollutants into GSD's wastewater treatment system that will interfere with the normal operation of the wastewater treatment plant or contaminate the resulting municipal sludge; or result in GSD's violation of their ordinance, permit, orders, laws, or rules and regulations, etc.;

2. To prevent the introduction of pollutants into GSD's wastewater treatment system which do not receive adequate treatment in the wastewater treatment plant, and which will pass through the plant into receiving waters or the atmosphere;

3. To improve the opportunity to recycle and reclaim wastewater and sludge from the system;

4. To minimize the introduction of infiltration and inflow into the wastewater collection system that will occupy capacity reserved for community growth.

This ordinance provides for the regulation of discharges into GSD's wastewater system through the issuance of industrial discharge and building permits, the execution of special agreements, and the enforcement of administrative regulations and permit requirements.

In furtherance of these objectives, this ordinance details the general regulation of discharges to public sewers, the issuance of connecting permits for building sewers, the inspection of building sewers, the issuance of construction permits for sewer construction, the issuance of discharge permits for industrial users of the system, and the enforcement of all applicable local, state, and federal laws and regulations required by the Clean Water Act, General Pretreatment Regulations (40 CFR Part 403), and consistent with the Gary Sanitary District Enforcement Response Guide.

C. DEFINITIONS

As used in this ordinance the following terms shall have the meanings ascribed to them in this part unless the context specifically indicates otherwise:

1. **"ASTM"** shall mean the American Society for Testing and Materials.

2. **"ACT"** shall mean the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., also known as the Clean Water Act.

3. **"Administrator" or "Approval Authority"** shall mean the Regional Administrator of the U.S. Environmental Protection Agency (U.S. EPA) or the Commissioner of the Indiana Department of Environmental Management (IDEM) or its successor, provided such state agency has a pretreatment program approved by the EPA.

4. **"Ammonia Nitrogen"** shall mean the concentration, expressed in milligrams per liter (mg/l) of nitrogen that is in the ammonia form. Determination of ammonia nitrogen shall be in accordance with 4O CFR Part 136.

5. **"Authorized Representative of Industrial User"** shall mean:

   (a) A principal executive officer of at least the level of vice president, if the industrial user is a corporation; or

   (b) A general partner or proprietor if the industrial user is a partnership or proprietorship, respectively; or

   (c) A duly authorized representative of the individual designated above if such representative is responsible for the overall operation of the facilities from which the indirect discharge originates.

6. **"Board"** shall mean the Gary Sanitary District's Board of Commissioners.

7. **"Biochemical Oxygen Demand - Total (tBOD)"** shall mean the quantity of dissolved oxygen in milligrams per liter required during stabilization of the decomposable organic matter (carbonaceous component) by aerobic biochemical action under standard laboratory procedures for five (5) days at 20° Celsius using USEPA approved procedures in accordance with 40 CFR 136.

8. **"Building Drain"** shall mean that part of the lowest horizontal piping of a drainage system which receives the discharge from solid waste and other

drainage pipes inside the walls of the building and conveys it to the building sewer which begins five (5) feet (1.5 meters) outside the inner face of the building wall.

9. **"Building Sewer"** shall mean the extension from the building drain to the public sewer or other place of disposal and shall include that portion of the drain within the public right-of-way.

10. **"Bypass"** shall mean the intentional diversion of wastestreams from any portion of an Industrial User's treatment facility and consistent with the language contained in 40 CFR Part 403.17.

11. **"Categorical Industrial User"** shall mean an industry whose effluent is regulated under 40 CFR 403.6.

12. **"Categorical Pretreatment Standard"** shall mean any regulation containing pollutant discharge limits promulgated by U.S.EPA in accordance with section 307 (b) and (c) of the Act which apply to a specific category of Industrial Users and which appear in the appropriate subpart of 40 CFR Chapter I, Subchapter N.

13. **"Carbonaceous Biochemical Oxygen Demand (cBOD)"** - measures the quantity of oxygen utilized in the biochemical oxidation of organic or carbon compounds while inhibiting the nitrogenous oxygen demand under standard laboratory conditions and by using standard laboratory analytical procedures, in accordance with 40 CFR 136, in five (5) days at twenty (20) degrees centigrade, expressed in milligrams per liter (mg/l).

14. **"City"** shall mean the civil City of Gary, Lake County, Indiana.

15. **"Combined Sewer"** shall mean a sewer designed to carry both sanitary wastewater and storm or surface-water runoff.

16. **"Compatible Pollutants"** shall mean wastewater having or containing (a) measurable biochemical oxygen demand, (b) suspended solids, (c) pH, (d) fecal coliform bacteria, or (e) additional pollutants identified or defined in the City's National Pollutant Discharge Elimination System (NPDES) permit or by the State or Board. It is further clarified that conventional pollutants as identified by the USEPA pursuant to Section 304 (a)(4) of the Act in a form which causes interference with the POTW operations shall be considered non-compatible.

17. **"Composite Sample"** shall mean a twenty-four (24) hour composite sample containing a minimum of twelve (12) discrete samples taken at equal time intervals over the compositing period or proportional to the flow rate over the compositing period. More than the minimum number of discrete samples will be required in order to determine the average conditions during the compositing period when the wastewater loading is highly variable.

18. **"Council"** shall mean the Gary Common Council, Gary, Indiana.

19. **"Direct Discharge"** shall mean the discharge of treated or untreated wastewater directly to the waters of the State of Indiana.

20. **"Director"** shall mean the Director of the Gary Sanitary District or his/her authorized deputy, agent, or representative.

21. **"Discharge Report"** shall mean the discharge monitoring report required by an Industrial Wastewater Discharge Permit describing, through representative sampling and measurements performed in accordance with 40 CFR 136, the nature of the monitored effluent discharge of an Industrial User.

22. **"District"** shall mean the Sanitary District of the City of Gary, commonly known as the Gary Sanitary District (GSD), and the Board of Commissioners thereof, Lake County, Indiana. Any reference thereto shall mean all territory within the perimeter of GSD's boundaries or under its jurisdiction.

23. **"District Sewer"** shall mean a sewer owned and operated by the Gary Sanitary District.

24. **"Domestic Wastewater"** shall mean sewage introduced into a wastewater treatment system by residential users.

25. **"Effluent"** shall mean the water, together with any wastes that may be present, flowing out of a drain, sewer, receptacle or outlet.

26. **"EPA"** shall mean the U.S. Environmental Protection Agency or, where appropriate, the term may also be used as a designation for the administrator or other duly authorized official of said agency.

27. **"Foundation Drains"** shall mean any network of pipes, pumps or drainage mechanisms located at, or under a footing, foundation or floor

slab of any building or structure that intentionally or unintentionally conveys groundwater away from a building or structure.

28. **"Garbage"** shall mean solid wastes from the domestic and commercial preparation, cooking and dispensing of food and from handling, storage and sale of produce, meat, fish, seafood, fowl and condemned food.

29. **"General Pretreatment Regulations"** shall mean 'General Pretreatment Regulations for Existing and New Sources', 40 CFR Part 403, as amended.

30. **"Grab Sample"** shall mean a sample which is taken from a wastestream on a one-time basis with no regard to the flow in the wastestream and over a period of time not to exceed fifteen (15) minutes.

31. **"Groundwater Remediation Discharge"** shall mean the discharge or introduction of contaminated groundwater originating from an approved groundwater remediation project into the wastewater treatment system.

32. **"Heat Pump Discharge"** shall mean water discharged from a heat pump or other device that uses water as a heat source or heat sink.

33. **"Indirect Discharge"** shall mean the discharge or the introduction of nondomestic pollutants from any source regulated under section 307 (b),(c), or (d) of the Act (33 U.S.C. 1317), into the wastewater treatment system (including holding tank waste discharged into the system).

34. **"Industrial Pretreatment Department"** shall mean the department of GSD or its representatives that is responsible for implementation of the **Industrial** Pretreatment Program for GSD.

35. **"Industrial User (IU)"** shall mean any user of the wastewater treatment system who discharges, causes or permits the discharge of non-domestic wastewater into GSD's wastewater treatment system.

36. **"Industrial Waste"** shall mean all solid, liquid or gaseous waste resulting from any commercial, industrial, manufacturing, agricultural, trade or business operation or process or from the development, recovery or processing of natural resources.

37. **"Industrial Wastewater"** shall mean a combination of liquid and water-carried waste discharged from any industrial establishment and resulting

from any trade or process carried on in that establishment, including the wastewater from pretreatment facilities and polluted cooling water.

38. **"Infiltration"** shall mean the groundwater entering the sewer system from the ground through such means as, but not limited to, defective or poorly constructed pipes, pipe joints, *pipe* connections and manholes or from drainage pipe constructed to remove groundwater from areas such as building foundations and farm fields.

39. **"Inflow"** shall mean the storm and surface water entering directly into the sewers from such sources as, but not limited to, manhole covers, roof drains, basement drains, land drains, foundation drains, cooling/heating water discharges, catch basins, or storm water inlets.

40. **"Interference"** shall mean a discharge, alone or in conjunction with a discharge or discharges from other sources, which either:

    a. Inhibits or disrupts GSD's Wastewater Treatment Plant, its treatment processes or operations, or its sludge processes, use or disposal; or
    b. Is a cause of a violation of any requirement of the POTW's NPDES permit (including an increase in the magnitude or duration of a violation) or of the prevention of sewage sludge use or disposal in compliance with the following statutory provisions and regulations or permits issued thereunder (or more stringent State or local regulations): Section 405 of the Clean Water Act, the Solid Waste Disposal Act (SWDA), (including Title II, more commonly referred to as the Resource Conservation and Recovery Act (RCRA), and including State regulations contained in any State sludge management plan prepared pursuant to Subtitle D of the SWDA), the Clean Air Act, the Toxic Substances Control Act, and the Marine Protection, Research and Sanctuaries Act.

41. **"Lift Station"** shall mean any arrangements of pumps, valves and controls that lifts wastewater to a higher elevation.

42. **"Maximum Daily Discharge Concentration"** shall mean the highest allowable daily discharge for any calendar day during a calendar month based upon the type of sample (e.g. grab, 24-hour composite) required under this Ordinance, GSD issued discharge permit, or categorical pretreatment standard promulgated by USEPA.

43. **"Medical Wastes"** shall mean isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes and dialysis wastes or any other waste resulting from the provision of medical treatment.

44. **"NH3-N"** shall mean the same as ammonia nitrogen measured as ammonia.

45. **"NPDES Permit"** shall mean a permit issued under the National Pollutant Discharge Elimination System for the discharge of wastewaters to the navigable waters of the United States.

46. **"Natural Outlet"** shall mean any outlet into a watercourse, pond, ditch, lake or other body of surface water or groundwater.

47. **"New Source"** shall mean:

a. Any building, structure, facility or installation from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under section 307(c) of the Act which will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:

(i) The building, structure, facility or installation is constructed at a site at which no other source is located; or

(ii) The building, structure, facility or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or

(iii) The production or wastewater generating processes of the building, structure, facility or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is engaged in the same general type of activity as the existing source should be considered.

b. Construction on a site at which an existing source is located results in a modification rather than a New Source if the construction does not create a new building, structure, facility or installation meeting the criteria of paragraphs 47(a)(ii) or 47 (a)(iii) of this section but otherwise alters, replaces, or adds to existing process or production equipment.

c. Construction of a New Source as defined under this paragraph has commenced if the owner or operator has:

(i) Begun, or caused to begin as part of a continuous onsite construction program:

(1) Any placement, assembly, or installation of facilities or equipment; or
(2) Significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation or New Source facilities or equipment; or

(ii) Entered into a binding contractual obligation for the purchase of facilities or equipment that is intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.

48. **"Noncontact Cooling Water"** shall mean the water used for cooling which does not come into direct contact with raw material, intermediate product, waste product, or finished product.

49. **"Nonindustrial User"** shall mean all users of the wastewater treatment system not included in the definition of "Industrial User".

50. **"Pass Through"** shall mean a discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of GSD's NPDES permit, including an increase in the magnitude or duration of violation.

51. **"Person"** shall mean any individual, partnership, trust, firm, company, association, society, corporation, group, governmental agency, including but not limited to, the United States of America, the State of Indiana and all political subdivision authorities, districts, departments, agencies, bureaus, and instrumentalities thereof, or any other legal entity.

52. **"pH"** shall mean the negative logarithm of the concentration of hydrogen ions in solution.

53. **"Phosphorus"** shall mean the concentration, expressed in milligrams per liter (mg/l), of Total Phosphorus derived through acid hydrolysis of the sample conducted in accordance with 40 CFR 136.

54. **"Pollutant"** shall mean any dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical, chemical materials, chemical wastes, or biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt and industrial, municipal, and agricultural waste discharged into water.

55. **"Pollution"** shall mean the man-made or man-induced alteration of the chemical, physical, biological, and radiological integrity of water.

56. **"Pretreatment or Treatment"** shall mean the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into the wastewater treatment system. The reduction or alteration can be obtained by physical, chemical or biological processes, or process changes or other means, except as prohibited by 40 CFR Part 403.6(d).

57. **"Pretreatment Standard or Regulation"** shall mean any substantive or procedural requirement related to pretreatment contained in this ordinance, permit or any local, state, or federal regulations.

58. **"Private Sewage Disposal System"** shall mean any sewage disposal or wastewater treatment system not connected to a public sewer and constructed for the purpose of treating residential, commercial or industrial wastes

59. **"Process Wastewater"** shall mean any water which, during manufacturing or processing, comes into direct contact with or results from the production or use of any raw material, intermediate product, finished product, byproduct, or waste product.

60. **"Properly Shredded Garbage"** shall mean the wastes from the preparation, cooking and dispensing of food that has been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half inch (1.27 centimeters) in any dimension.

61. **"Public Sewer"** shall mean any combined or sanitary sewer or lift station located within the public right-of-way or a dedicated easement and which is controlled by a public authority.

62. **"Publicly Owned Treatment Works or POTW"** shall mean a "treatment works/plant", as defined by Section 212 of the Act (33 USC Section 1292) which is owned by the City of Gary. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature and any conveyances which convey wastewater to a treatment plant.

63. **"Sanitary District"** shall mean the geographical area serviced by the Gary Sanitary District.

64. **"Sanitary Sewer"** shall mean a sewer which carries sewage and to which storm, surface and ground waters are not intentionally admitted.

65. **"Sewage"** shall mean wastewater.

66. **"Sewage System"** shall mean the network of publicly owned sewers and appurtenances used for collecting, transporting, and pumping wastewater to the wastewater treatment plant, and the wastewater treatment plant itself. This term is also expressed as municipal wastewater system or wastewater collection system.

67. **"Sewer"** shall mean a pipe or conduit for carrying sewage or storm water.

68. **"Sewer Work"** shall mean the connecting of any building sewer to a GSD sewer, the making of a significant alteration to or significant repair of a building sewer to a building drain or the altering or repairing of a GSD sewer.

69. **"Shall"** is mandatory; "may" is permissive.

70. **"Significant Industrial User"** shall mean: 1) any Categorical Industrial User (CIU); 2) any other IU which a) discharges an average of twenty-five thousand (25,000) gallons of process wastewater per day; b) contributes a processed water which makes up five percent or more of the dry weather average hydraulic or organic capacity of GSD's Wastewater Treatment System; or c) is found by GSD, State of Indiana or the U.S.EPA to have significant impact, either by itself or in combination with other contributing industries, on the Wastewater Treatment System, the quality of sludge, the system's effluent quality or air emissions generated by the system. Upon a finding that an IU meeting the above criteria has no reasonable potential for adversely affecting the wastewater treatment system of the GSD or for violating any pretreatment standard or requirement, the GSD may at any time, upon its own initiative or in response to a

petition received from an industrial user, and in accordance 40 CFR 403.8(f)(6), determine that such an industrial user is not a significant industrial user.

71. **"Significant Noncompliance (SNC)"** shall mean an Industrial Users' effluent meets one or more of the following criteria:

a. Chronic violations of wastewater discharge limits, defined here as those in which sixty-six (66) percent or more of all of the measurements taken during a six month period exceed (by any magnitude) the daily maximum limit or the average limit for the same pollutant parameter;

b. Technical Review Criteria (TRC) violations, defined here as those in which thirty-three (33) percent or more of all the measurements for each pollutant parameter taken during a six month period equal or exceed the product of the daily maximum limit or the average limit multiplied by the applicable TRC (TRC=1.4 for BOD, TSS, fats, oil and grease, and 1.2 for all other pollutants except pH).

c. Any other violation of a pretreatment effluent limit (daily maximum or longer term average) that the GSD determines has caused, alone or in combination with other discharges, interference or pass through (including endangering the health of POTW personnel or the general public);

d. Any discharge of a pollutant that has caused imminent endangerment to human health, welfare or to the environment or has resulted in the POTW's exercise of its emergency authority under section 40 CFR 403.8 (f)(1)(vi)(B) to halt or prevent such a discharge;

e. Failure to meet, within ninety (90) days after the schedule date, a compliance schedule milestone contained in a local control mechanism or enforcement order for starting construction, completing construction, or attaining final completion;

f. Failure to provide, within thirty (30) days after the due date, required reports such as baseline monitoring reports, ninety (90) day compliance reports, periodic self-monitoring reports, and reports on compliance with compliance schedules;

g. Failure to accurately report non-compliance;

h. Any other violation or group of violations which GSD determines will adversely affect the operation and implementation of the local pretreatment program.

72. "**Slug Load or Slug"** shall mean any discharge of non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch discharge at a flow rate or concentration which would cause a violation of the prohibited discharge standards in Section II Parts B and C of this ordinance.

73. **"Sludge"** shall mean any solid, semi-solid or liquid waste generated from a municipal, commercial or industrial wastewater treatment plant or air pollution control facility or any other waste having similar characteristics and effects as defined in standards issued under Sections 402 and 405 of the Federal Act and in the applicable requirements under Sections 3001, 3004 and 4004 of the Solid Waste Disposal Act as amended.

74. **"State"** shall mean the State of Indiana.

75. **"Standard Industrial Classification (SIC)"** shall mean a classification pursuant to the Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget.

76. **"Standard Methods"** shall mean the laboratory procedures set forth in the latest addition, at the time of analysis, of "Standard Methods for the Examination of Water and Wastewater" prepared and published jointly by the American Public Health Association and the Water Pollution Control Federation.

77. **"Storm Drain or Storm Sewer"** shall mean a sewer which carries storm, surface water and drainage, but excludes sewage and industrial waters, other than unpolluted cooling water.

78. **"Storm Water"** shall mean any flow occurring during or following any form of natural precipitation and resulting from such precipitation, including snowmelt.

79. **"Total Suspended Solids (TSS)"** shall mean solids that either float on the surface of, or are in suspension in, water, sewage or other liquids, and which are removable by laboratory filtering using U.S.EPA approved methods.

80. **"Toxic Amount"** shall mean that concentrations of any pollutant or combination of pollutants, which upon exposure to or assimilation into any organism will cause adverse effects, such as death, illness, cancer, genetic mutations, and physiological manifestations.

81. **"Toxic Pollutant"** shall mean, but not be limited to, any pollutant or combination of pollutants listed as toxic in regulations promulgated by the Administrator of the

Environmental Protection Agency under the provisions of the CWA 302(A) or other acts.

82. **"Unpolluted Water"** shall mean water of quality that would not cause a violation of receiving water quality standards, would not be benefited by discharge to the sanitary sewers and wastewater treatment facilities, and without additional treatment could be directly discharged to waters of Indiana in compliance with local, state and federal law.

83. **"Upset"** shall mean an exceptional incident in any Industrial User's facility, in which there is unintentional and temporary noncompliance with categorical Pretreatment Standards because of factors beyond the reasonable control of the industrial user. An upset does not include noncompliance to the extent it is caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventative maintenance, or careless or improper operation and consistent with the language contained in 40 CFR 403.16.

84. **"User"** shall mean any person who contributes, causes or permits the contribution of wastewater into GSD's wastewater treatment system.

85. **"Wastewater"** shall mean water-carried human wastes or a combination of water-carried wastes from residences, business, buildings, institutions and industrial establishments, together with any ground, surface, storm or other waters as may be present.

86. **"Wastewater normally discharged by a residence"** shall mean the wastewater contributed by a residential living unit and shall not exceed a volume of ten thousand five hundred (10,500) gallons per month, thirty-five (35) pounds of suspended solids per month, and thirty (30) pounds of cBOD per month.

87. **"Wastewater Treatment Plant"** shall mean the portion of GSD's Wastewater Treatment System that is designed to provide treatment of municipal sewage and industrial waste.

88. **"Wastewater Treatment System"** shall mean all facilities for collecting, transporting, pumping, treating and disposing of wastewater.

89. **"Watercourse"** shall mean an open-channel in which a flow of water occurs, either continuously or intermittently.

D. ABBREVIATIONS

The following abbreviations shall have the designated meanings:

1. BOD_5: Biochemical Oxygen Demand
2. $cBOD_5$: Carbonaceous Biochemical Oxygen Demand
3. CFR: Code of Federal Regulations
4. CIU Categorical Industrial User
5. CWA: Clean Water Act
6. EPA: United States Environmental Protection Agency
7. GSD: Gary Sanitary District
8. IDEM: Indiana Department of Environmental Management
9. ISBH: Indiana State Board of Health
10. IU Industrial User
11. l: Liter
12. mg: Milligrams
13. mg/l: Milligrams per Liter
14. NH3-N Ammonia Nitrogen
15. NPDES: National Pollutant Discharge Elimination System
16. O & M: Operations and Maintenance
17. POTW: Publicly Owned Treatment Works
18. RCRA: Resource Conservation and Recovery Act
19. SIC: Standard Industrial Classification
20. SIU Significant Industrial User
21. SNC Significant Non-compliance
22. SWDA: Solid Waste Disposal Act, 42 USC et seq.
23. TRC: Technical Review Criteria
24. TSS: Total Suspended Solids
25. U.S.EPA: United States Environmental Protection Agency
26. 40 CFR 136: U.S. EPA approved "Guidelines Establishing Test Procedures for the Analyses of Pollutants

27. 330 IAC 5-12-2: "Regulations for National Pretreatment Standards for Prohibited Discharges"

SECTION II

DISCHARGE AND SEWER REGULATIONS

A. UNLAWFUL DISPOSAL OF WASTES

1. It shall be unlawful to discharge to any natural outlet or watercourse within the District, any wastewater or other polluted water, except where suitable treatment has been provided in accordance with the laws of the United States, State of Indiana, and the District.

2. Except where a valid NPDES permit exists, the owner of all houses, buildings, or properties used for human occupancy, employment recreation or other purposes, situated within GSD and abutting any street, alley or right-of-way in which there is now located or may in the future be located a GSD sewer, is hereby required at his/her expense to connect such facilities directly with the GSD sewer in accordance with the provisions of this ordinance, within ninety (90) days after the day of official notice to do so, provided that said GSD sewer is within one hundred (100) feet (30.5 meters) of the property line, notwithstanding whether or not the facilities are served by any private sewage disposal system and within conditions as hereinafter provided.

B. GENERAL DISCHARGE PROHIBITIONS

1. No person shall discharge or cause to be discharged any storm water, surface water, groundwater, roof runoff, subsurface drainage, or unpolluted water into any sanitary sewer.

2. Storm water and all other unpolluted water may be discharged through structures existing prior to the prohibition of this practice to such sewers as are specifically designated as combined sewers or storm sewers. No new storm water or unpolluted water flow shall be introduced to the combined sewer system except as provided in Section IV. Industrial cooling water or unpolluted process waters may be discharged, on approval of application, as provided in Section IV.

C. SPECIFIC DISCHARGE PROHIBITIONS

1. No person shall discharge or cause to be discharged to any GSD sewer wastewater or pollutant which cause, threaten to cause, or are capable of causing, either alone or by interaction with other substances:

(a) A fire or explosion hazard in the GSD's Wastewater Treatment System including, but not limited to, wastestreams with a closed cup flashpoint of less 140 degrees Fahrenheit or 60 degrees Centigrade using the test methods in 40 CFR 261.21.

(b) Corrosive structural damage to the wastewater treatment system but in no case any solution with pH lower than 5.5 or higher than 9.0;

(c) Obstruction to the flow in GSD sewers, or other interference with the proper operation of the wastewater treatment system;

(d) An interference;

(e) A pass-through;

2. No person shall discharge or cause to be discharged to any GSD sewer:

(a) A slug or a flow rate and/or pollutant discharge rate which is excessive over a relatively short time period so that there is a treatment process upset and subsequent loss of treatment efficiency;

(b) Pollutants which create a fire or explosion hazard in the POTW, including but not limited to, wastestreams with a closed cup flashpoint of less than 140 degrees Fahrenheit or 60 degrees Centigrade using the test methods specified in 40 CFR 261.21.

Heat in amounts which will inhibit biological activity in the POTW resulting in Interference, but in no case heat in such quantities that the temperature at the POTW Treatment Plant exceeds 40 C. (104F) unless the Approval Authority, upon request of the POTW, approves alternate temperature limits.

(c) Any wastewater containing toxic pollutants in sufficient quantity, either singly or by interaction with other pollutants, to injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, to create a toxic effect in the receiving waters of the wastewater treatment plant, or to exceed applicable categorical pretreatment standards;

(d) Petroleum oil, nonbiodegradeable cutting oil, or products of mineral oil origin in amounts that will cause interference or pass through;

(e) Pollutants which result in the presence of toxic gases, vapors, or fumes with GSD's Wastewater Treatment Plant in a quantity that will cause acute worker health and safety problems;

(f) Any noxious or malodorous liquids, gases, or solids which either singly or by interaction with other wastes are sufficient to create a public nuisance or hazard to life or are sufficient to prevent entry into the sewers for maintenance and repair;

(g) Solid or viscous substances and/or other pollutants which may cause obstruction to the flow in a sewer or other interference with the operation of the wastewater works such as, but not limited to grease, improperly shredded garbage, animal guts or tissues, paunch manure, bones, hair, hides or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, waste paper, wood plastics, tar, medical wastes, asphalt residues from refining or processing of fuels or lubricating oil, mud, glass grinding or polishing wastes, or tumbling and deburring stones;

(h) Any substance that may cause the wastewater treatment plant effluent or any other product of the wastewater treatment plant such as residues, sludges, or scums, to be unsuitable for reclamation and reuse or to interfere with the reclamation process. In no case shall a substance discharged to the wastewater treatment plant cause the wastewater treatment plant to be in noncompliance with sludge use or disposal criteria, guidelines, or regulations developed under Section 405 of the Act;

(i) Any substance that will cause the wastewater treatment plant to violate its NPDES permit or the receiving stream's water quality standards;

(j) Any wastewater containing radioactive material including, but not limited to, radioactive waste above limits, regulations, or orders issued by the appropriate authority having control over their use.

(k) Detergents, surface-active agents, or other substances which may cause excessive foaming in the wastewater treatment system.

(l) Any gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, carbides, hydrides, stoddard solvents, sulfides, epoxides, esters, amines, polynuclear aromatic hydrocarbons, pyridines, new and used motor oils, or antifreeze, except at concentrations which do not exceed levels of such substances which are routinely present in the normal wastewater discharge and do not otherwise violate any section of this chapter or the conditions of an industrial discharge permit or a special agreement.

(m) Polychlorinated biphenyls (PCBs) in any detectable concentrations.

(n) Unpolluted water except as provided in Section IV.

(o) Any pollutant, including oxygen demanding pollutants (BOD, etc.) released in a Discharge at a flow rate and/or pollutant concentration which will cause Interference with the POTW.

3. No person shall discharge or cause to be discharged to the sewer or the POTW:

(a) Any trucked or hauled industrial process or hazardous wastes.

(b) Any septic tank waste, except at discharge points designated by the POTW and with a valid liquid waste hauler discharge permit.

4. Specific effluent limits shall not be developed and enforced without individual notice to persons or groups who have requested such notice and an opportunity to respond.

5. POTW's may develop Best Management Practices (BMPs) to implement subparagraphs (c) (1) and (c) (2) of 40 CFR 403.5. Such BMP's shall be considered local limits and Pretreatment Standards for the purpose of this part and section 307 (d) of the Act.

6. No person shall discharge or cause to be discharged a wastewater which has a value which exceeds the specific pollutant limitation shown in Table I. Industries must report results for the parameters listed where there are no set limitations.

TABLE I

SPECIFIC POLLUTANT LIMITATIONS

POLLUTANT	SAMPLE TYPE	MAXIMUM DAILY CONCENTRATION (mg/l)
Arsenic	24 hr. Composite	0.037
Cadmium (Total)	24 hr. Composite	0.25
Chromium (Total)	24 hr. Composite	0.97
Chromium (Hexavalent)	Grab	0.77
Copper (Total)	24 hr. Composite	2.5
Cyanide (Total)	Grab	0.058
Iron	24 hr. Composite	16.7
Lead (Total)	24 hr. Composite	0.88
Mercury (Total)	Grab	0.0009*
Molybdenum	24 hr. Composite	12.1
Nickel (Total)	24 hr. Composite	2.7
Selenium	24 hr. Composite	1.19
Silver (Total)	24 hr. Composite	1.2
Zinc (Total)	24 hr. Composite	2.9
Phenols (4AAP)	Grab	0.7
Oil and Grease	Grab	60
Chlorides	24 hr. Composite	114*
Fluorides	24 hr. Composite	12.5
Sulfate	24 hr. Composite	1125
Total Dissolved Solids	24 hr. Composite	768*
Benzene	Grab	Report
Toluene	Grab	Report
Ethylene	Grab	Report

Xylene	Grab	Report

* Interim Local Limit

7. A grease interceptor shall be installed in the waste line leading from sinks, drains, and other fixtures or equipment in non-residential dwelling units or any establishments where grease may be introduced into the drainage, or sewage system in quantities that can affect line stoppage or hinder sewage treatment. The characteristics, size, and method of installation of the grease interceptor shall meet the requirements imposed by the Administrative Building Council of the State of Indiana and shall be reviewed and approved by GSD prior to the commencement of installation. Approval of proposed facilities or equipment does not relieve the person of the responsibility of enlarging or otherwise modifying such facilities to accomplish the intended purpose. On a showing of good cause, GSD may waive this requirement. A grease interceptor is not required for individual dwelling units or for any private living quarters. In the maintaining of these interceptors, the owner shall be responsible for the proper removal and disposal by appropriate means of the captured material and shall maintain records of the dates and means of disposal, which are subject to review by GSD. Any removal and hauling of the collected materials not performed by the owner or the owner's personnel must be performed by licensed waste disposal firms.

D. MODIFICATION OF FEDERAL CATEGORICAL PRETREATMENT STANDARDS

When GSD demonstrates consistent removal of pollutants limited by federal categorical pretreatment standards, as required by 40 CFR 403.7, and any amendments thereto, GSD may apply to the Administrator of EPA, or IDEM, for authorization to give a removal credit to reflect removal of toxic or other regulated pollutants by GSD's Wastewater Treatment System.

E. STATE AND FEDERAL REQUIREMENTS

Federal Categorical Pretreatment Standards or State requirements shall apply at the end of process, and local limits, if more stringent, shall apply at the end of pipe.

F. GSD'S RIGHT OF REVISION

GSD reserves the right to establish by resolution more stringent limitations or requirements on discharges to the wastewater system than those in this ordinance if deemed necessary to comply with the objectives presented in this ordinance, local, state, or federal laws or regulations.

G. BASELINE MONITORING REPORT

Within one hundred eighty (180) days after the effective date of a federal categorical pretreatment standard, or one hundred eighty (180) days after the final administrative decision made on a category, which ever is later, existing Industrial Users subject to such categorical pretreatment standards and currently discharging or scheduled to discharge to the wastewater treatment system will be required to submit to GSD a report containing the following information as required by 40 CFR 403.12(b) and listed in paragraphs 1-7 below. Where reports containing this information already have been submitted to GSD in compliance with the requirement of 40 CFR 128.140(b)(1977), the Industrial User will not be required to submit this information again. At least 90 days prior to commencement of discharge, New Sources, and sources that become Industrial Users subsequent to the promulgation of an applicable categorical Standard, shall be required to submit to GSD a report which contains the information listed in paragraphs 1-5 of this section. New Sources shall also be required to include in this report information on the method of pretreatment the source intends to use to meet applicable pretreatment standards. New Sources shall give estimates of the information requested in paragraphs 4 and 5 of this section.

1. Identifying Information. The Industrial User shall submit the name and address of the facility including the name of the operator and owners.

2. Permits. A list of any environmental control permits held by or for the facility.

3. Description of Operations. An Industrial User shall submit a brief description of the nature, average rate of production, and Standard Industrial Classification of the operation(s) carried out by such Industrial User. This description should include a schematic process diagram which indicates points of discharge to the wastewater treatment system from the regulated processes.

4. Flow Measurement. Information showing the measured average daily and maximum daily flow, in gallons per day, to the wastewater treatment system from each of the following:

(a) All regulated process streams; and

(b) Other streams as necessary to allow use of the combined wastestream formula or formula of 40 CFR 403.6(e).

The Director may allow for verifiable estimates of these flows where justified by cost or feasibility considerations.

5. Measurement of Pollutants. The pretreatment standards for measuring pollutants are done according to 40 CFR 403.12(b)(5).

6. Certification. A statement, reviewed by an authorized representative of the Industrial User and certified to by a qualified professional, indicating whether pretreatment standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O and M) and/or additional pretreatment is required for the Industrial User to meet the pretreatment standards and requirements as set forth in 40 CFR 403.12(b)(6).

7. Compliance Schedule. If additional pretreatment and/or O and M will be required to meet the pretreatment standards, the Industrial User shall comply with provision as set in forth 40 CFR 403.12(b)(7).

8. Signatory Requirements. All baseline monitoring reports, 90-day compliance, and periodic compliance reports must be signed and certified consistent with 40 CFR 403.12(l).

H. EXCESSIVE DISCHARGE/ DILUTION PROHIBITION

Except where expressly authorized to do so by an applicable pretreatment standard or requirement, no Industrial User shall ever increase the use of process water, or in any other way attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with a pretreatment standard or requirement. GSD may impose mass limitations on Industrial Users which are using dilution to meet applicable pretreatment standards or requirements, or in other cases where the imposition of mass limitations is appropriate.

I. NOTIFICATION PROCEDURES FOR ACCIDENTAL DISCHARGE NONCOMPLIANCE AND CHANGED DISCHARGES

1. In case of an accidental discharge, it is the responsibility of the Industrial User to immediately telephone and notify the Industrial Pretreatment Department within two hours of the incident. The notification shall include:

(a) Name of company;

(b) Location of discharge;

(c) Type of waste discharged;

(d) Concentration and volume of waste discharged;

(e) Corrective actions taken to minimize the impact of the discharge to the wastewater treatment plant;

(f) Date and time of occurrence.

2. The Industrial User shall immediately notify GSD, within two hours of their knowledge, If it is unable to comply with any requirement of this ordinance and/or any pretreatment standard because of a breakdown of its treatment equipment, accidents caused by human error, or upsets. The notification should include the information required in paragraph 1 above.

3. Within five (5) calendar days following an accidental discharge or incident of noncompliance, the industrial user shall submit to GSD a detailed written report describing;

(a) The cause of the accidental discharge or noncompliance;

(b) The period of the accidental discharge or noncompliance, including exact dates and times or if not corrected, the anticipated time the noncompliance is expected to continue;

(c) Steps being taken and/or planned to reduce, eliminate or prevent recurrence of the accidental discharge or noncompliance.

4. Such notification shall not relieve the Industrial User of any expense, loss, damage, or other liability which may be incurred as the result of damage to the wastewater treatment system, fish kills, or any other damage to person or property; nor shall such notification relieve the user of any fines, civil penalties, or other liability which may be imposed by this ordinance or other applicable law.

5. In any enforcement proceeding the Industrial User seeking to establish the occurrence of an upset shall have burden of proof. An Industrial User who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating lots, or other relevant evidence that:

(a) An upset occurred and the Industrial User can identify the specific cause(s) of the upset;

(b) The facility was at the time being operated in a prudent and workmanlike manner and in compliance with applicable operation and maintenance procedures;

(c) The Industrial User has submitted to GSD the information required in paragraphs 2 and 3 above.

6. A notice shall be permanently posted on the Industrial User's bulletin board or other prominent place advising employees whom to call in the event of an accidental discharge. GSD or its representative should be included on this notice. Employers shall ensure that all employees who may observe, cause or suffer such a dangerous discharge to occur are advised of the emergency notification procedure.

7. All Industrial Users shall promptly notify the POTW in advance of any substantial change in the volume or character of pollutants in their discharge, including the listed or characteristic hazardous wastes for which the Industrial User has submitted initial notification under 40 CFR 403.12(p) and in compliance with the provisions of 40 CFR 403.12 (j).

8. GSD shall evaluate each Significant Industrial User for the need of a slug control plan and if GSD decides that a slug control plan is needed, the plan shall contain, at a minimum, the requirements as set forth in 40 CFR 403.8(f)(2)(vi).

J. LIABILITY FOR DAMAGE

If any person discharges or causes to be discharged a waste which causes interference, obstruction, damage or any other impairment to the wastewater treatment system, the Director may assess a charge against said person for:

(1) The work and materials required to clean or repair the wastewater treatment system; and

(1) Any civil penalty, fine or cost of compliance with injunctions or other orders of a court or governmental authority imposed against GSD as a result of such interference, obstruction, damage or impairment;

(3) All other costs incurred by the GSD or the City of Gary as a result of such interference, pass through, obstruction, damage or impairment including but not limited to expert, consultant, and attorneys' fees; and add such charges to said person's bill.

K. DUTY TO MITIGATE: PREVENTION OF ADVERSE IMPACT

All Users shall take all reasonable steps to minimize or prevent any adverse impact of any discharge in violation of this ordinance that has a reasonable likelihood of adversely affecting human health, the POTW, the waters receiving the POTW's discharge, or the environment.

L. MONITORING DEVICES: METERING EQUIPMENT

1. Installation and maintenance at Industrial User's expense. The Director may require, as is necessary to carry out the requirements of this ordinance, any industrial user to construct at his/her expense, monitoring facilities to allow inspection, sampling and flow measurement of the building drain or sewer and may also require sampling or metering equipment to be provided, installed and operated at the Industrial User's expense. The monitoring facility should normally be situated on the Industrial User's premises, but the Director may, when such a location would be impractical or cause undue hardship, allow the facility to be constructed in the public right-of-way; provided, however, the City's Board of Works shall be the authority, through the City's Engineering Department, to determine the locations on the public right-of-way, on or below which the monitoring device and facility shall be placed.

2. Temporary right-of-way use permit. The owner of the property abutting the public right-of-way to be used for the installation of the monitoring device shall acquire a temporary right-of-way use permit from the City. The City's Engineering Department shall review the temporary right-of-way use request and site plan prior to issuing the permit.

M. RIGHT TO INSPECT

Whenever required to carry out the objectives of this ordinance or of any issued Industrial Wastewater Discharge Permit, the authorized representative of GSD, IDEM, and/or USEPA, upon presentation of his/her credentials, shall have a right of entry to, upon, or through any premises for purpose of reviewing or photocopying relevant records, measuring, and sampling of the discharges or inspection premises, fixtures or equipment. This right of entry shall include, but not be limited to, any equipment necessary to conduct said inspections, measuring, and sampling. It shall be the duty of the discharger to provide all necessary clearance before entry and not to unnecessarily delay or hinder the authorized representative in carrying out the review or photocopying of relevant records, inspection, measuring and sampling. The right of entry shall exist at any time.

N SEARCH WARRANTS

If the Director or other authorized representative of the GSD has been refused access to building, structure, or property or any part thereof, and if the Director or authorized representative has probable cause to believe that there may be a violation of this Ordinance or that there is the need to inspect as a part of routine inspection program of the GSD designed to verify compliance with this Ordinance or any permit or order issued hereunder, or to protect the overall public health, safety, and welfare of the community, then upon application to the appropriate Court, the Director may seek a search and seizure warrant describing therein the specific location subject to the warrant. The request by the Director shall specify what may be searched or seized on

the property described. Such warrant shall be served at reasonable hours by the Director or authorized representative in the company of a uniformed police officer. In the event of an extreme emergency affecting the public health and safety, inspections shall be made without the issuance of a warrant.

O. RULES AND REGULATIONS

After the passage of this ordinance, and from time to time thereafter as may be needed, the Board of Commissioners may, by resolution, promulgate rules and regulations necessary to implement and carry out the provisions of this ordinance and not inconsistent therewith.

P. PENALTIES

1. Notwithstanding any other section, any person who violates any provision or discharge limit of this ordinance or of their issued Industrial Wastewater Discharge Permit may be assessed an administrative or civil penalty in an amount not to exceed two thousand and five hundred dollars ($2,500.00) per offense. Each parameter violated shall constitute a separate offense. Further, each day's violation shall constitute a separate offense.

2. Any and all penalties assessed and compliance with this ordinance may be enforced in a court of competent jurisdiction.

3. Nothing in this ordinance shall restrict any right which may be provided by statute or common law to GSD to bring other actions, at law or at equity, including injunctive relief.

Q. RECORD KEEPING REQUIREMENTS

1. Any Industrial User subject to the reporting requirements established in this ordinance shall maintain records of all information resulting from any monitoring activities required by this ordinance. Such records shall include for all samples:

(a) The date, exact place, method, and time of sampling;

(b) The name(s) of the person or persons taking the samples;

(c) The dates analyses were performed;

(d) The names of the persons who performed the analyses;

(e) The analytical techniques/methods used;

(f) The results of such analyses;

(g) A laboratory certification statement;

(h) The signature of an authorized representative; and

(I) Properly completed Chain-of-Custody.

2. Any industrial user subject to the reporting requirements established in this ordinance shall be required to retain for a minimum of three (3) years any records of monitoring activities and results and shall make such records available to the U.S.EPA, IDEM, GSD or their authorized representatives for inspecting and copying. This period shall automatically be extended for the duration of litigation concerning the Industrial User or GSD, or as requested by U.S.EPA, IDEM or GSD.

SECTION III

INDUSTRIAL WASTEWATER DISCHARGE PERMITS

A. PERMITS REQUIRED

1. All Industrial Users proposing to connect to or discharge into a GSD sewer must complete an application for an Industrial Wastewater Discharge Permit before connecting to or discharging into a GSD sewer.

2. All Significant Industrial Users connected to or discharging into a GSD sewer, who do not currently have an Industrial Wastewater Discharge Permit, must complete an application for an Industrial Wastewater Discharge Permit within thirty (30) days after the effective date of this ordinance.

3. All Significant Industrial Users shall obtain an Industrial Wastewater Discharge Permit from GSD before connecting or discharging into GSD's sewers.

4. No person shall knowingly make any false statement, representation, or certification in any application, record, report, plan or other document filed or required to be maintained pursuant to this ordinance or Industrial Wastewater Discharge Permit. Nor shall any person falsify, tamper with, or knowingly render inaccurate any monitoring device or method required under this ordinance.

B. PERMIT APPLICATION

1. The Director shall have the authority to prescribe an Industrial Wastewater Discharge Permit application form. The application form shall require the following information:

(a) Name, address, and Standard Industrial Classification number;

(b) Volume of wastewater to be discharged;

(c) The wastewater characteristics, including, but not limited to BOD, suspended solids, ammonia, and pH;

(d) Description of daily, weekly, and seasonal variations in discharges;

(e) Location of building drain and/or building sewer;

(f) Pretreatment standards applicable to the discharge;

(g) If additional pretreatment and/or operation and maintenance is required to meet the pretreatment standards, the Industrial User shall provide it by the shortest possible compliance schedules. The completion date in this schedule shall not be later than the compliance date established for any applicable federal pretreatment standard. The following conditions shall apply to this schedule:

(i) The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the Industrial User to meet the applicable pretreatment standards (e.g. hiring an engineer, completing preliminary plans, completing final plans, executing contracts for major components, commencing construction, completing construction, etc.);

(ii) No increment referred to in paragraph (g) or (i) shall exceed nine (9) months;

(iii) No later than fourteen (14) days following each date in the schedule and the final date for compliance, the Industrial User shall submit a progress report to the Director including, as a minimum, whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with this increment of

progress, the reason for delay, and the steps being taken by the Industrial User to return the construction to the schedule established. In no event shall more than nine (9) months elapse between such progress reports to the Director.

(h) Each product produced by type, amount, process or processes, and rate of production;

(i) The number and type of employees, hours of operation of plant, and proposed or actual hours of operation of pretreatment system;

(j) SIC number according to the Standard Industrial Classification Manual, Bureau of the Budget, 1972, as amended;

(k) Site plans, floor plans, mechanical and plumbing plans and details which show all sewers, sewer connections, and appurtenances by the size, location, and elevation;

(l) Where known, the nature and concentration of any pollutants in the discharge which are limited by any City, State, or National Pretreatment Standards, and a statement regarding whether or not the pretreatment standards are being met on a consistent basis, and if not, whether additional operation and maintenance and/or additional pretreatment is required for the Industrial User to meet applicable pretreatment standards;

(m) An evaluation of the facilities required, costs (capital and operation and maintenance), and analysis of the feasibility of the providing the capability to suspend or provide holding capacity for permitted discharges during wet weather periods for durations of 6, 12 and 24 hours.

(n) Any other information as may be deemed by the Director to be necessary to evaluate the Industrial Wastewater Discharge Permit application.

2. The Industrial Wastewater Discharge Permit application is to be signed and sworn to by:

(a) In case of a corporation or an association, an officer, or his/her duly authorized representative if such representative is responsible for the overall operation of the facility from which the discharge described in the application form originates;

(b) In the case of a partnership, a general partner;

(c) In the case of a sole proprietorship, by the proprietor;

(d) In the case of a governmental agency, by the principal executive officer.

(e) Any person signing the application statement submitted pursuant to this section shall make the following certification: I certify under penalty of law that this document and all attachments were prepared under my direction and supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information , the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. This statement must be consistent with the provisions of 40 CFR 403.6 (a) (2) (ii) and all amendments thereto.

(f) Whenever an application for Certification is made by a POTW, existing Industrial User, or new source under 40 CFR 403.6, said application must be made under the terms and conditions set out in said section, and contain the Certification Statement as set out in 40 CFR 403.6 (a) (2) (ii).

C. TERM

The Industrial Wastewater Discharge Permit shall be for a term not to exceed five (5) years. Any person wishing to continue to discharge to a GSD sewer beyond the term of the Industrial Wastewater Discharge Permit shall apply for renewal of the Industrial Wastewater Discharge Permit at least one-hundred eighty (180) days prior to the expiration of said permit.

D. CONDITIONS

The Director shall prescribe conditions to the Industrial Wastewater Discharge Permit that may include the following:

1. Applicable federal and/or state laws, regulations or orders;

2. Limits on the wastewater characteristics in addition to those contained in this ordinance, including, but not limited to, polychlorinated biphenyls and polybrominated biphenyls for the protection of public health or the wastewater treatment system. The Director shall apply applicable federal categorical pretreatment standards

or, in the absence of such standards, limits may be based on the best practical technology;

3. The unit charge or schedule of user charges and fees for the wastewater to be discharged to a GSD sewer, as established by Board;

4. Limits on the average and maximum wastewater constituents and characteristics;

5. Limits on average and maximum rate and time of discharge or requirements for flow regulation, equalization, or suspension;

6. Requirements for installation and maintenance of inspection and sampling facilities;

7. Specifications for monitoring programs which may include sampling locations, frequency of sampling, number, types and standards for tests, and reporting schedule;

8. Compliance schedules;

9. Requirements for submission of technical reports or discharge reports;

10. Requirements for maintaining and retaining plant records relating to wastewater discharge as specified by GSD, and affording GSD access thereto;

11. Requirements for notification of GSD of any new introduction of wastewater constituents or any substantial change in the volume or character of the wastewater constituents being introduced into the wastewater treatment system;

12. Requirements for notification of slug discharges;

13. A statement that indicates Industrial Wastewater Discharge Permit duration, which in no event shall exceed five (5) years;

14. A statement that the Industrial Wastewater Discharge Permit is nontransferable in accordance with Section IV.G of this ordinance;

15. A statement of applicable civil and criminal penalties for violation of pretreatment standards and requirements, and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable Federal, State, or local law;

16. Other conditions as deemed appropriate by GSD to ensure compliance with this ordinance.

E. PERMIT MODIFICATIONS

As soon as possible after promulgation of a categorical pretreatment standard, the Industrial Wastewater Discharge Permit of Industrial Users subject to such standard shall be revised to require compliance with such standard within the time frame prescribed by such standard. In addition, the Industrial User, with an existing Industrial Wastewater Discharge Permit, shall submit to the Director within one hundred eighty (180) days after the promulgation of an applicable categorical pretreatment standard, the information required by Section IV. Industrial Wastewater Discharge Permits of Industrial Users, who must comply with federal categorical pretreatment standards prior to the effective date of this ordinance, shall be revised immediately upon the effective date of this ordinance to reflect applicable pretreatment standards. GSD reserves the right to amend any part of a permit issued under this Section to comply with local, State, or federal laws and regulations.

~~F. FEES~~

There shall be an application fee of fifty ($50) dollars for an Industrial Wastewater Discharge Permit. Payment of the fee shall accompany submission of the completed application. This fee shall apply to original and renewal permit applications and modifications initiated by the permittee of existing permits. A three-hundred ($300) dollar permit fee shall be paid for all permits which are renewed and a five-hundred ($500) dollar permit fee shall be paid for all new, assigned, or transferred permits. Payment of fees shall be paid before issuance of permits.

G. NONASSIGNABILITY OR TRANSFERABILITY

The Industrial Wastewater Discharge Permits are issued to a specific person for a specific facility and do not constitute a property interest, nor shall the Industrial Wastewater Discharge Permit be assigned, conveyed or sold to a new owner, new user, different premises or a new or changed operation without notice to and approval by the GSD.

H. PRETREATMENT

Industrial Users shall provide necessary wastewater treatment as required to comply with the ordinance and shall achieve compliance with all federal categorical pretreatment standards within the time limitations as specified by the federal pretreatment regulations. Any facilities required to pretreat wastewater to a level acceptable to GSD shall be provided, operated, and maintained at the Industrial User's

expense. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to GSD for review and approval of such plans by IDEM before construction of the facility. The review of such plans and operating procedures will in no way relieve the Industrial User from the responsibility of modifying the facility as necessary to produce an effluent acceptable to GSD under the provisions of this ordinance. Any subsequent significant modifications in the pretreatment facilities or method of operation affecting its discharge shall be reported to and be acceptable to GSD prior to the Industrial User's initiation of the changes.

I. COMPLIANCE DATE REPORT

Within ninety (90) days following the date for final compliance with applicable pretreatment standards or, in the case of a New Source, following commencement of the introduction of wastewater into the system, any Industrial User subject to pretreatment standards or regulations shall submit to the Director a report indicating the nature and concentration of all pollutants in the discharge from the regulated process which are limited by pretreatment standards or regulations and the average and maximum daily flow for these process units in the Industrial User facility which are limited by pretreatment standards or regulations. The report shall state whether the applicable pretreatment standards or regulations are being met on a consistent basis and, if not, what additional operation and maintenance and/or pretreatment is necessary to bring the user into compliance with the applicable pretreatment standards or regulations. This statement shall be signed by an authorized representative of the Industrial User.

J. PERIODIC COMPLIANCE REPORTS

Any Industrial User subject to a pretreatment standard set forth in this ordinance, after the compliance date of such pretreatment standard, or, in the case of a New Source, after commencement of the discharge into the wastewater treatment system, shall submit to the Director, during the months of June and December, unless required more frequently in the pretreatment standard or by the Director, a report indicating the nature and concentration of pollutants in the effluent which are limited by such pretreatment standards. In addition, this report shall include a record of all daily and average flows reported pursuant to this Ordinance. At the discretion of the Director and in consideration of such factors as local high or low flow rates, holidays, budget cycles, etc., the Director may agree to alter the months during which the above reports are to be submitted.

Reports of permittees shall contain the results of sampling and analyses of the effluent discharge, including the flow, the nature and concentration or production and mass where requested by the Director, of pollutants contained therein which are limited by the applicable pretreatment standards. The frequency of monitoring shall be as

prescribed in the applicable pretreatment standard. All analyses shall be performed in accordance with 40 CFR Part 136. Where 40 CFR Part 136 does not include sampling or analytical technique for the pollutant in question, sampling and analyses shall be performed in accordance with the procedures set forth in the latest edition of U.S.EPA approved "Standard Methods for the Examination of Water and Wastewater" or with any other sampling and analytical procedures approved by the Administrator of the U.S.EPA.

K. HAZARDOUS WASTE REPORTING

Any Industrial User which disposes of hazardous waste, as defined under 40 CFR Part 261, must file reports with GSD within one hundred eighty (180) days of the effective date of the categorical pretreatment standards or one hundred eighty (180) days after the final administrative decision on the categorical pretreatment standard, whichever is later. Said reports must be in compliance with the terms of and contain the information required by 40 CFR 403.12 (p).

L. PENALTIES FOR VIOLATIONS

1. If any wastewater exceeds the pollutant limitations established in this Ordinance, the Board of Commissioners may:

(a) Reject the wastewater.

(b) Require the discharger to pretreat or modify the wastewater to meet the pollutant limits established in the Ordinance.

(c) Fine the violator in accordance with Section II. P. Take such other legal action which the Board may deem appropriate.

M. CONFIDENTIAL INFORMATION

1. The Director shall protect any information (other than effluent data) contained in the application forms, or other records, reports or plans as confidential upon showing by any person that such information, if made public, would divulge methods or processes entitled to protection as trade secrets of such person. Said information must be designated as confidential at the time it is provided to GSD.

2. Information accepted by GSD with a claim for confidentiality shall be safeguarded by GSD and shall not be transmitted to any government agency or to the public until and unless a fifteen-day notification is given to the user. During the fifteen-day period, the user shall submit a justification of confidentiality to the Director. A

determination of confidentiality shall be made by the Director pursuant to regulation used by IDEM.

3. This section shall not apply to U.S.EPA and IDEM which shall have immediate and unlimited access to any and all information collected by GSD in accordance with its pretreatment program.

N. EMERGENCY SUSPENSION OF SERVICE AND INDUSTRIAL WASTEWATER DISCHARGE PERMIT

Notwithstanding any other provision of this ordinance, the Director may, without notice or hearing, suspend the wastewater treatment service and/or an Industrial Wastewater Discharge Permit when such suspension is necessary, in the opinion of the Director, in order to stop an actual or threatened discharge which presents or may present an imminent or substantial endangerment to the health or welfare of persons or to the environment, causes interference to the wastewater treatment system, or causes GSD to violate any condition of its NPDES permit. Any Industrial User notified of a suspension of the wastewater treatment service and/or the Industrial Wastewater Discharge Permit shall immediately stop or eliminate the contribution. In the event of a failure of the person or Industrial User to comply voluntarily with the suspension order, the Director shall take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the wastewater treatment system or endangerment to any individuals. The Director shall reinstate the Industrial Wastewater Discharge Permits and/or the wastewater treatment service upon proof of the elimination of the noncomplying discharge. The Industrial User shall pay all costs associated with disconnecting from and reconnecting to the GSD sewer. A detailed written statement submitted by the Industrial User describing the cause(s) of the harmful contribution and the measures taken to prevent any future occurrence shall be submitted to the Director within five (5) days of the date of occurrence.

O. REVOCATION

The Director may revoke the Industrial Wastewater Discharge Permit of any person or Industrial User for any of the following:

1. Violation of any provision of this ordinance or of any applicable state and/or federal law including regulations;

2. Failure to timely file any discharge reports;

3. Failure to factually report wastewater characteristics;

4. Refusal of reasonable access to the user's premises for the purpose of review of records, inspection, or monitoring; or

5. Violation of any condition of the industrial wastewater discharge permit.

P. NOTICE OF REVOCATION

Except in cases of willfulness or those in which the public health interest or safety requires otherwise, the revocation, withdrawal, or suspension of an Industrial Wastewater Discharge Permit is lawful only if, before the institution of proceedings thereof, the permittee has been given:

1. Notice by the Director, in writing, of the facts or conduct which may warrant the action.

2. Opportunity to demonstrate or achieve compliance with all lawful requirements.

Q. NOTIFICATION OF VIOLATION

Whenever the Director finds that any Industrial User has violated or is violating this ordinance, or any condition of its Industrial Wastewater Discharge Permit, the Director may serve upon such person a written notice stating the nature of the violation. Within fifteen (15) days of the date of the notice, a plan for the satisfactory correction thereof shall be submitted to GSD by the Industrial User.

R. SHOW CAUSE HEARING

The Director may order any Industrial User who causes or allows an unauthorized discharge to enter the wastewater treatment plant to show cause at a GSD hearing why the proposed enforcement action should not be taken. A notice shall be served on the Industrial User specifying the time and place of a hearing to be held before the Director or an appointed hearing officer, the reasons why the action is to be taken, the proposed enforcement action, and directing the Industrial User to show cause why the proposed enforcement action should not be taken. The notice of the hearing shall be served personally or by registered or certified mail at least ten (10) days before the hearing.

S. APPEALS

An Industrial User may file with the Director a written request for reconsideration within fifteen (15) days of any action, decision or determination taken as part of GSD's administrative enforcement program. The request shall set forth in detail the facts

surrounding the request. The Director shall make his/her final determination within ten (10) days of the request.

The Industrial User may further appeal to the Board within fifteen (15) days of any final decision of the Director.

T. PUBLICATION OF VIOLATIONS

GSD shall annually publish in the largest local newspaper a list of the Industrial Users which have been in Significant Noncompliance during the twelve (12) previous months. The notification shall also summarize any enforcement actions taken against the Industrial User(s) during the same twelve (12) months.

U. HAULED WASTEWATER

1. Generators and transporters of septic tank liquid and other hauled wastewater may be allowed to discharge at the GSD Wastewater Treatment Plant at designated area and at such designated times as established by the Director provided such wastes do not violate Section II or Section III of this Ordinance or other requirements established or adopted by the GSD.
2. No waste hauling vehicle will be allowed to discharge any hauled waste without obtaining a discharge permit under Section III of this Ordinance.
3. Any hauled wastewater is subject to sampling and analysis by the GSD. Samples will be analyzed in accordance with 40 CFR 136 or other methods approved by USEPA or IDEM for evaluation of wastewater.
4. Rates and charges for discharge of hauled wastewater and required sampling and analysis will be as provided in Section V.

V. ENFORCEMENT RESPONSE GUIDE

Enforcement of this ordinance and industrial wastewater discharge permits shall be according to the terms and procedures contained in the GSD's Enforcement Response Guide and any actions allowed by GSD shall be in addition to those penalties set out in Section II P of this Ordinance.

9. Provisions of Ordinance Supplemental to Other Construction Ordinances.

information as may be deemed reasonable and necessary by the Director to carry out the provisions of this ordinance.

6. Who May Apply.

(a) Applications for a sewer connection permit shall only be made by the following:

(i) A plumbing contractor licensed by the state ~~and registered in accordance with section 8-270 of this Code~~;

(ii) A contractor (other than a plumbing contractor) who has met the surety bond and insurance requirements of the City's Building Department. Surety bond requirements are met if the building sewer contractor has filed and maintains with GSD a surety bond. Insurance requirements are met if the contractor has secured and maintains a public liability and property damage insurance policy.

(b) GSD may deny permits to any applicant who is currently in violation of this ordinance or any other applicable regulations.

(c) Application by persons other than those listed above may be accepted at the discretion of the Director.

7. Conformance with Indiana Fire Prevention and Building Safety Regulations. All sewer work and other construction actually performed on or associated with the building drain, building sewer and the connection of the building drain, building sewer and the connection of the building sewer to the public sewer shall be in accordance with the rules and regulations of the Indiana Fire Prevention and Building Safety Commissions and stated specifications of the City's Building Department.

8. Expiration of Permit. The connection permit shall expire if work is not initiated within one hundred fifty (150) days from the date of issuance. The Director

This ordinance shall not be construed as contravening any ordinances of the may, however, for good cause, extend the duration of the permit for a reasonable period.

City relating to construction within public streets, roads, or right-of-way, but rather shall be supplemental thereto.

10. Enforcement of Bond. Any action may be initiated in a court of competent jurisdiction relative to the bond provided for in this ordinance as follows:

(a) GSD's Counsel may initiate proceedings to forfeit a bond:

(i) As a penalty for repeated violations by a contractor, his agents or employees; or

(ii) To indemnify GSD against any loss, damage or expense sustained by GSD by reason of the conduct of the contractor, his agents or employees.

(b) A person, partnership, or corporation which holds a property interest in the real estate on which sewer work has occurred may bring an action against the bond for expenses necessary to correct code deficiencies therein after written and after the contractor has been given a reasonable opportunity to correct its performance. If such a person, partnership, or corporation prevails in any action brought under this section, he may also be allowed by the court to recover as part of the judgment a sum equal to the aggregate amount of costs and expenses, including attorney's fees based on actual time expended as determined by the court to have been reasonably incurred by the plaintiff for or in connection with the commencement and prosecution of such action.

B. PROHIBITION AGAINST CLEAR WATER DISCHARGES

1. Except as provided in this section, it shall be unlawful to cause or allow the connection of a building sewer to a public sewer or other building sewer when such building sewer has any of the following sources of clear water connected to it.

(a) Foundation/footing drains;

(b) Sump pumps with foundation drains connected;

(c) Roof drains;

(d) Heat pump discharge;

(e) Cooling water; or

(f) Any other sources of unpolluted water.

2. In addition to any other provision provided herein, any person found violating any provision listed in this section may be required to correct such connections at his expense.

3. In the event an industrial or commercial entity finds it necessary to discharge unpolluted water consisting of cooling water and/or steam condensate into

the public sewer and the sewer has the capacity to receive such clear water without affecting existing or future users, GSD may enter into an agreement for such discharge that will define a metering system or any other requirement deemed necessary to measure the flow. The user rate for such discharge shall be calculated by GSD in accordance with its current fee schedule.

C. DEWATERING DISCHARGE TO A STORM SEWER

1. It shall be unlawful to discharge the water resulting from dewatering activity to a storm sewer, whether such activity is temporary or permanent, without a valid storm sewer discharge permit issued by GSD. As a condition to the issuance of a permit, the applicant shall install, maintain and operate at the user's expense a metering device to measure the flow associated with such discharge and provide required analytical data.

2. Based upon the volumes determined by the measurements, use will be charged appropriate user fees in accordance with GSD's current fee schedule.

3. Users shall be required to submit monthly reports, subject to verification if authorized by the Director, to serve as the basis for billing, with any necessary adjustments in the amount made after verification.

D. MANDATORY INSPECTION

1. Notification. It shall be the duty of the holder of a connection permit to notify GSD in the manner described on the sanitary sewer connection permit that the sewer work is available for inspection. GSD will conduct inspections on building sewer connections from 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, except for observed GSD holidays. The building sewer, in its entirety from the foundation to the connection with the public sewer or existing lateral, must be exposed for inspection and be properly bedded in accordance with GSD's standard specifications to one-half (1/2) the diameter of the building sewer. It is further the duty of the permit holder to install safety barricades, fences, or other safety measures while waiting for an inspection. The permit holder may backfill the building sewer trench if GSD has not made an inspection within a four-hour period after notice has been given to GSD. In the event the building sewer is not completed and ready inspection upon the inspector's arrival or if the notification is made after 1:00 p.m. local time, Monday through Friday, the permit holder shall make the building sewer and connection available for a four-hour period on the following GSD work day. An inspection may be waived with or without conditions with the approval of the Director.

2. Right of Entry. GSD shall have the right of entry to, upon or through any premises, for purposes of inspection of sewer work and any other construction activity performed on or associated with the connection of the building sewer to the GSD sewer including inspection for clear water discharges into the sewer.

E. BUILDING SEWER MAXIMUM LENGTH

Except for building sewers serving single - or double - family residences, or single-owner industrial facilities, connection permits will not be issued for building sewers exceeding six hundred (600) feet in length as measured from the outside of the building to the center of the public sewer, unless the sewer is constructed in a dedicated easement or right-of-way. No more than one hundred (100) feet of a building sewer shall exist within public right-of-way.

F. MAXIMUM NUMBER OF CONNECTIONS

No more than one (1) building will be permitted to connect to a building sewer. Sewers with more than one (1) connection must be constructed as a public sewer in a dedicated easement, unless GSD determines that an exception is justified.

G. BUILDING SEWER RESPONSIBILITY

It shall be the responsibility of the property owner(s) whose property is benefited to provide for, install, and make private connections for the use of their premises to an existing public or building sewer. Further, it shall be the responsibility of the owner to make all necessary repairs, extension, relocations, changes or replacements thereof, and of any accessories thereto. These requirements may be altered, modified or waived at the discretion of the Director when it is shown that compliance is not possible due to extenuating circumstances.

H. EXISTING FOUNDATION DRAINS, ROOF DRAINS, DEFECTIVE BUILDING SEWERS, AND SUMP PUMPS

In the event GSD determines that a violation of this section exists, GSD shall notify the violator, by certified mail, that such violation exists. The notice shall describe the nature of the violation and the corrective action(s) that must be taken. Such corrective action shall be taken within thirty (30) days of receipt of such notice.

I. PENALTIES

Any person violating any provision of this section shall be subject to the penalties of this ordinance in accordance with Sections II. N, and further, at the discretion of the Director, may be required to correct such violation at his expense.

J. APPEAL

Any person affected by the exercise of any discretionary authority delegated by this article to any official of GSD and who objects to the decision made or action taken by such official shall be entitled to a hearing before the Board upon such objection. The person desiring such hearing before the Board shall file a written request for a hearing, including a statement of his objections, with the Director, who shall call the same to the attention of the Board. Such requests must be filed with the Director within ten (10) calendar days from the date of the action being appealed. The appeal shall be scheduled before the Board within thirty (30) calendar days after such request is filed. Notice shall be given to the appellant identifying the time, place, and date of the appeal at least ten (10) calendar days prior to the scheduled date. The Board may hear any evidence it deems relevant. After the hearing, the Board may confirm, reverse or modify the decision or action. The order of the Board shall be final. Such order shall be made within (10) calendar days after the hearing and shall be in writing and sent to the appellant.

MCD EXHIBIT 10

AGREEMENT BETWEEN
THE GARY SANITARY DISTRICT
AND
THE MERRILLVILLE CONSERVANCY DISTRICT
FOR IMPLEMENTATION AND ENFORCEMENT OF A
PUBLICLY OWNED TREATMENT WORKS [POTW]
INDUSTRIAL PRETREATMENT PROGRAM

This "Agreement Between the Gary Sanitary District and the Merrillville Conservancy District for Implementation and Enforcement of a Publicly Owned Treatment Works [POTW] Industrial Pretreatment Program" (*hereinafter* referred to as "Agreement") is entered between the Gary Sanitary District, a special taxing District of the City of Gary (*hereinafter,* referred to as "GSD"), and the Merrillville Conservancy District, a special taxing district and political subdivision of the State of Indiana (*hereinafter*, referred to as "MCD").

Witnesseth:

Whereas, GSD owns and operates an approved POTW Treatment Plant and is required to implement and enforce an approved Industrial Pretreatment Program; and,

Whereas, MCD is a POTW that renders wastewater disposal service to domestic and non-domestic Users within a service territory in Lake County, Indiana, including a portion of the Town of Merrillville, a portion of the City of Hobart, a portion of the City of Crown Point and portions of unincorporated Lake County; and,

Whereas, GSD and MCD currently operate under an October 10, 1995, "Wastewater Treatment Agreement Between the City of Gary Sanitary District and the Merrillville Conservancy District" by which GSD provides treatment to all of MCD's wastewater and its constituent parts at GSD's POTW Treatment Plant; and,

Whereas, certain facilities serviced by MCD, which are classified as "Industrial Users" under Federal and State water pollution control laws, currently have the potential to discharge industrial wastewater or conventional pollutants in such a quantity as to have a potential for impacting GSD's POTW; and,

Whereas, MCD desires to contract with GSD to assist in the implementation and enforcement an approved Industrial Pretreatment Program within the service territory of the MCD; and,

Whereas, GSD and MCD must implement and enforce an approved pretreatment program to control discharges from all Industrial Users into GSD's and MCD's POTWs pursuant to requirements set out in all applicable federal and state statutes, administrative codes, rules, regulations, municipal ordinance and resolutions;

Whereas, on 4-4-11MCD has approved and adopted MCD Resolution No. 2011-02 entitled "MCD's Resolution Implementing Industrial User Pretreatment Program for Publicly Owned Treatment Works", which subjects Industrial Users operating within MCD's wastewater disposal service territory to required Federal and State pretreatment controls, the City of Gary, Indiana's Sewer Use Ordinance and provides procedures for implementation and enforcement of an Industrial Wastewater Pretreatment Program; and,

Whereas,"MCD's Resolution Implementing POTW Industrial User Pretreatment Program" is no less stringent and is as broad in scope as the Industrial Wastewater Pretreatment portions of the Sewer Use Ordinance of the City of Gary; and,

Whereas, the provisions of MCD's Resolution No. 2011-02 entitled "MCD's Resolution Implementing Industrial User Pretreatment Program for Publicly Owned Treatment Works", and the City of Gary, Indiana's Sewer Use Ordinance are incorporated by reference into this Agreement [H.I.].

Now, therefore, GSD and MCD hereby agree that the requirements of the approved Industrial Pretreatment Program for the GSD will apply to Industrial Users of the MCD and that the GSD will assist the MCD with the implementation and enforcement of the MCD's Industrial Pretreatment Program, subject to the terms of this Agreement and all Federal, State, and local requirements, including the following covenants and conditions:

Agreement

1. **Definitions.** Unless the context specifically indicates otherwise, the following terms and phrases, as used in this Agreement, shall have the meanings hereinafter designated:

   "Definitions from MCD Ordinance No. 2011-02 Incorporated by Reference". The ninety-three (93) definitions contained in Section I(C) of "MCD's Resolution Implementing Industrial User Pretreatment Program for Publicly Owned Treatment Works" are hereby specifically incorporated by reference [H.I.] and will not be duplicated below.

   "CFR" means the Code of Federal Regulations.

   "Collection System" shall mean the system of local sewers necessary to accept effluent from individual residences, businesses and industries throughout GSD or MCD.

   "Compliance Schedule" means a schedule of remedial measures including an enforceable sequence of actions or operations leading to compliance with water quality standards, USEPA effluent limitation or other limitation, prohibition or standard.

"Control Authority" means the local authority responsible for implementation and enforcement of the approved pretreatment program. For the purpose of execution of this Agreement, the Control Authority is MCD and/or GSD.

"Effluent Limitation" means any restriction on quantities, quality, rates and concentration of chemical physical, thermal, biological, and other constituents or pollutants.

"Flow" shall mean the gallons of liquid effluent transmitted or received.

"Ordinance" means the ordinance, resolution, or other local rules regulating use of and discharge into the POTW, including but not limited to GSD's sewer use ordinance.

"Special Administrator" means the individual assigned having full power and authority to control, manage and operate the complete GSD POTW and vested with the power and authority as provided under Rule 70 of the Federal Rules of Civil Procedure to perform any act necessary to achieve expeditious compliance with GSD's Federal Consent Decree and GSD's NPDES permit. For purposes of this Agreement, this individual is the current Mayor of the City of Gary.

"USEPA" means the United States Environmental Protection Agency.

" Violations of Pretreatment Standards and Regulations"

A separate violation of the pretreatment rules shall be established for each separate occurrence of the following, but shall not be limited to:

(a) The indirect discharge of pollutants in contravention of an applicable pretreatment standard or other applicable discharge limitation;

(b) Where an Industrial Wastewater Pretreatment Permit is required under "MCD's Resolution Implementing Industrial User Pretreatment Program for Publicly Owned Treatment Works" or GSD's pretreatment related ordinances; the indirect discharge of pollutants by an Industrial User without such a permit or in violation of discharge limitations or other terms and conditions of the permit;

(c) Failure to comply with any other applicable pretreatment requirement; or,

(d) Failure to allow entry, inspection and monitoring by GSD, MCD or IDEM personnel when requested in accordance with applicable law or to carry out monitoring, recording and reporting required under Indiana's Pretreatment rules. Each violation of (a) through (b) of the above paragraphs shall constitute a separate violation. Further, each day's violation shall constitute a separate offense.

"Wastewater" means the liquid and water-carried wastes from dwellings, commercial buildings, industrial facilities, and institutions.

2. **Legal Authority.** This Agreement authorizes the GSD and MCD, through the MCD, to:

   a) Deny or condition Industrial Users' new or increased contributions of pollutants, or changes in the nature of pollutants, to the MCD's POTW and subsequently to the GSD POTW ;

   b) Regulate the discharge of pollutants that could interfere with the reclamation or disposal of wastewater or sludge, cause the GSD POTW Treatment Plant to exceed GSD's NPDES effluent limitations, or cause pass-through of pollutants to the receiving stream;

   c) Prohibit unauthorized or unpermitted discharges to MCD's POTW and subsequently GSD's POTW;

   d) Require MCD's Industrial Users to comply with applicable Pretreatment Standards and requirements;

   e) Prohibit the discharge of pollutants into MCD's POTW that could interfere with or inhibit the biological treatment processes and the GSD POTW Treatment Plant or cause pass-through to the receiving stream;

   f) Enforce the Federal and State Categorical Pretreatment Standards regarding prohibited discharge standards which are incorporated by reference into the "MCD's Resolution Implementing POTW Industrial User Pretreatment Program";

   g) Require each of MCD's Industrial Users to develop a compliance schedule for the installation of technology required to meet applicable pretreatment standards and requirements and to submit of all notices and self-monitoring reports as are necessary to assess and assure compliance;

   h) Enforce, through and by the MCD, the "MCD's Resolution Implementing POTW Industrial User Pretreatment Program for Publicly Owned Treatment Works" as specified in Section II of the MCD's Resolution;

   I) Recover from a violating MCD Industrial User the cost of damages to GSD's POTW, MCD's POTW, or the environment; any fines, penalties or legal fees resulting from GSD's NPDES or any other POTW permit violations; and other actual costs incurred by GSD or MCD as a result of the Industrial User's

discharge;

j) Immediately and effectively halt or prevent any discharge of pollutants to MCD's POTW and subsequently GSD's POTW which reasonably appears to present an imminent endangerment to the health or welfare of persons;

k) Halt or prevent any discharges to the MCD POTW and subsequently the GSD POTW which presents or may present an endangerment to the environment or which threatens to interfere with the operation of MCD's or GSD's POTW;

l) Annually publish in the largest local newspaper a list of the Industrial Users which have been in Significant Noncompliance during the twelve (12) previous months. The notification shall also summarize any enforcement actions taken against the Industrial User during the same twelve (12) months;

m) Update the Industrial Waste Survey for all existing and potential Industrial Users on an annual basis;

n) Control, through permit, order or similar means, the Industrial User's contribution to MCD's POTW and subsequently the GSD POTW;

o) Conduct on-site inspections, sampling, and analysis of MCD's Industrial Users' wastewater necessary to determine compliance and noncompliance with Pretreatment Requirements;

p) Perform, only through the MCD, enforcement activities in accordance with "MCD's Resolution Implementing POTW Industrial User Pretreatment Program" and a USEPA approved Enforcement Response Guide; and,

q) Perform other technical or administrative duties required by any applicable Federal, State or local approved Industrial Pretreatment Program.

3. Identification of Users

Within sixty (60) days of the effective date of this Agreement, MCD will provide to GSD written procedures for notifying GSD of potential new Industrial Users within the MCD's service territory. Such procedures shall require the MCD to provide GSD with written notice of any and all Industrial Users proposing to connect to the MCD's POTW prior to connection so that MCD may provide the new Industrial Users with an Industrial Waste Survey Questionnaire.

Before any new Industrial User located outside the service territory of the MCD discharges

into MCD's POTW, GSD and MCD will enter into an Agreement with the jurisdiction in which such Industrial User is located. Such Agreement shall be substantially equivalent to this Agreement and must be fully secured prior to a discharge from any new Industrial User the outside MCD's jurisdiction to the MCD POTW.

In the instance where an existing Industrial User is located outside the service territory of MCD, but discharges into MCD's sewer system, the GSD and the MCD will enter into an Agreement with the jurisdiction in which such Industrial User is located. Such Agreement shall establish responsibility for the pretreatment program for that industry and be substantially equivalent to this Agreement.

4. Fees

This section authorizes GSD to establish reasonable charges and fees to MCD for GSD's Industrial User Pretreatment Program related activities required by and covered by this Agreement. MCD will charge and collect such reasonable fee and charges from MCD's Industrial Users.

"GSD's MCD Industrial User Pretreatment Program Fee Schedule", which is attached to this Agreement and marked as **EXHIBIT A**, establishes GSD's reasonable charges and fees which will be paid by MCD to GSD for GSD's activities required to assist in the implementation of MCD's Industrial User Pretreatment Program. The fees described in **EXHIBIT A** allow GSD to recover the following costs, at a minimum:

a) GSD's reasonable costs extended to process MCD's "Industrial Wastewater Pretreatment Permit" applications for new, renewed, or modified Permits;

b) GSD's reasonable fees for reviewing accidental spill prevention plans and construction facilities;

c) GSD's reasonable fees for monitoring and/or analysis of MCD's Industrial Users' discharges;

d) GSD's reasonable fees for any necessary on site inspection of MCD's Industrial Users' facilities; and,

e) Other reasonable fees as the GSD and MCD may agree from time to time are necessary to carry out requirements of GSD's and MCD's approved Industrial Pretreatment Program.

MCD will bill and collect GSD's fees described in **EXHIBIT A** from MCD's Industrial Users and forward said fees to GSD.

GSD will provide MCD with results of all GSD's monitoring and sampling efforts conducted

on each MCD Industrial User.

GSD shall give MCD prior written notice of any demand for an increase in "GSD's MCD Industrial User Pretreatment Program Fee Schedule" (i.e., **EXHIBIT A**), which must actually be received by the MCD at least 60 days prior to the date GSD proposes the MCD adopt said changes. No fee increase shall be effective absent a mutual agreement of GSD and MCD.

5. GSD Recovery of Costs for MCD's Industrial Users' Violations of Pretreatment Requirements

Section II of "MCD's Resolution Implementing Industrial User Pretreatment Program for Publicly Owned Treatment Works" provides for an MCD Administrative Surcharge to be imposed on any Industrial Users for violating MCD's Pretreatment Standards and Regulations.

Additionally, this section authorizes GSD to recover actual costs incurred for consequences resulting from MCD's Industrial Users who discharge wastewater into MCD's POTW, and subsequently GSD's POTW, in violation of any Federal, State or local Pretreatment Requirements.

For each and every such violation or discharge that adversely impacts the environment or the receiving waters, and/or GSD's POTW, GSD may recover GSD's actual costs associated with the clean up, repair, recovery or any other activity required due to the impact of the violation or discharge. Such GSD costs shall be recovered directly from the MCD's Industrial User. Such GSD actual costs shall include, but shall not be limited to:

a) The actual costs of any labor required to monitor, test, repair, clean up, pick up, vacuum, sweep, or in any other way recover from the violation or discharge and to return the affected GSD facility(ies) to the conditions required by permit;

b) The actual costs of any outside services billed to GSD and/or its representatives of any services, monitoring, testing, repairs, clean up, pumping, recording, containment work, or other activity engaged in assisting the GSD to return the affected GSD facility(ies) to the conditions required by permit;

c) The actual costs of any materials, supplies, parts, and/or equipment used by GSD and/or its representatives for any services, monitoring, testing repairs, clean up, pumping, recording, containment work, or other activity engaged in assisting GSD return the affected GSD facility(ies) to the conditions required by the permit;

d) The actual costs of any services related to the violation or discharge provided to the GSD by any public agency; and

e) The actual amount of any fines, penalties, administrative fees, judgments and/or settlements against GSD or its representatives resulting from the violation or discharge whether imposed, adjudicated, negotiated or required by any legal means.

The above costs shall be limited to all reasonable and necessary costs, which shall be calculated by GSD from the records, reports, documents and/or invoices submitted by the contractors, vendors, suppliers, agencies and/or claimants and verified by legal counsel to the GSD. GSD's costs assessed against MCD's Industrial Users shall in all cases be limited to reasonable and necessary costs actually incurred by GSD.

GSD shall Invoice MCD's violating or discharging Industrial User via the MCD for these costs as they are developed and submitted. An Industrial User's payment of such costs shall be due thirty (30) days after the MCD mails a copy of said Invoice to such Industrial User. Said Industrial User shall pay simple interest at the rate of ten (10) percent, compounded annually, on the unpaid balance, beginning on the day after final payment is due from said Industrial User. Upon MCD's receipt of any monies paid by an MCD Industrial User pursuant to such an Invoice from GSD, MCD shall as soon as practicable forward said monies to GSD.

GSD shall provide MCD with copies of all notices which it desires to be sent to MCD's Industrial Users, including, but not limited to, Industrial Waste Surveys, notices of violations, penalties and fees to be assessed, or inspection and monitoring activities. MCD shall forward such notices, etc., by first class U.S. Mail to MCD's Industrial Users within one (1) week of MCD's receipt of said notices from GSD.

These costs shall be in addition to and in no way a limitation of any remedies and fines available under GSD's sewer use ordinance and "MCD's Resolution Implementing Industrial User Pretreatment Program for Publicly Owned Treatment Works".

6. GSD Disclosure of Records

MCD shall have the right, through designated representatives, at any reasonable time, to review the records maintained by GSD of all information resulting from any monitoring activities required by the approved Industrial Pretreatment Program and pertaining to Industrial Users of MCD's POTW.

GSD shall supply contemporaneously to MCD, a copy of any reports submitted to the Indiana Department of Environmental Management on the compliance status of each Industrial User discharging into MCD's POTW and a description of corrective or enforcement action that have or will be taken to resolve any violations.

7. **Compliance with Rules, Regulations, Standards, and Laws**

MCD and GSD shall comply with any and all statutory rules and regulation applicable to this Agreement and its amendments.

8. **Annual Meeting**

There shall be, unless otherwise agreed, an annual meeting of the Board of Sanitary Commissioners of the GSD, together with the Board of Directors of the MCD for the purpose of reviewing matters of interest to all parties, including, but not limited to, revision of this Agreement to ensure compliance with the Federal Clean Water Act (42 U.S.C. § 1251 *et seq.*) and rules and regulations (40 CFR Part 403) issued thereunder, as necessary. The time and place of the annual meeting shall be mutually decided upon by GSD and MCD, but it must be held on or before June 30 of any given year.

9. **Notices**

Any notices required or desired to be given under this Agreement may be served personally or by mail. Any notice given by mail shall be deemed to have been served upon receipt or upon certified mailing. At the date of execution of this Agreement, the GSD's address is 3600 W. 3rd Avenue, Gary, Indiana, Attention: Director; The MCD's official address is 6250 Broadway, Merrillville, Indiana Attn: District Coordinator.

10. **Benefits**

All of the provisions of this Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of this Agreement.

11. **Severability**

If any provision, paragraph, word section or article of this Agreement is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, sections, and articles shall not be affected and shall continue in full force and effect.

12. **Conflict**

All other Agreements and parts of other Agreements inconsistent or conflicting with any part of this Agreement are hereby repealed to the extent of such inconsistency or conflict.

13. **Complete Agreement**

The terms and provisions herein contained constitute the entire Agreement pertaining to the Industrial Pretreatment Program between the GSD and MCD and shall supersede all previous Agreements and/or contracts pertaining to any Industrial Pretreatment Program.

Terms not otherwise defined herein shall be adopted in the latest edition of "Standard Methods for the Examination of Water and Wastewater," published by the American Public Health Association, the American Water Works Association and the Water Environment Federation; the Clean Water Act, 33 U.S.C. Part 1252 *et seq.*, and the Code of Federal Regulations Title 40 Part 403.

14. Effective Date

It is understood and agreed between the MCD and GSD that this Agreement shall become effective after its execution and approval by the GSD, the MCD, and such regulatory agencies as may be legally required.

15. Term of Agreement

a) MCD shall implement and enforce an approved Industrial Pretreatment Program in the MCD with the assistance of GSD until this Agreement is terminated as provided herein.

b) MCD may terminate this Agreement upon giving the GSD thirty (30) days written notice of its intention to do so and provided that MCD has an approved Industrial Pretreatment Program that is, at a minimum, equally as stringent as the GSD approved Industrial Pretreatment Program. Notice shall include the effective date of such termination. All administrative fees due the GSD under the terms of this Agreement shall be due an payable to the GSD within thirty (30) days from the effective date of termination.

The GSD and the MCD hereby agree to the full performance of the covenants contained herein.

In witness whereof, the parties hereto have executed this Agreement in triplicate.

(Intentionally left blank)

GARY SANITARY DISTRICT BOARD OF COMMISSIONERS

APPROVED, SIGNED AND DATED THIS 23rd DAY OF August, 2011.

RICHARD COMER, President

CHARLES W. JACKSON, Board Member

CYNTHIA WATTS, Board Member

HARLEE CURRIE, Board Member

NELSON TINSLEY, Board Member

RINZER WILLIAMS III, Director of GSD

SIGNED AND DATED THIS _____ DAY OF _____, 2011.

RUDY CLAY,
Mayor, City of Gary, Indiana
GSD Special Administrator

MERRILLVILLE CONSERVANCY DISTRICT BOARD OF DIRECTORS

APPROVED, SIGNED AND DATED THIS 11TH DAY OF AUGUST, 2011.

EDWARD SPERKA, Chairman

HELEN SANOK, Vice-Chairman

KENNETH E. SMITH, JR., Secretary-Treasurer

JEFFERY MINCHUK, Board Member

EDWARD YERGA, Board Member

EXHIBIT A

GSD's MCD Industrial User Pretreatment Program Fee Schedule

Industrial Pretreatment Program Time Estimates

- **Industrial Survey Review-*Minimum 1.5 hours*.**
  May take longer to research if processes outlined in the survey, raw materials used in the process, or final products are unfamiliar to IPP.
- **Permit Preparation-*Minimum 2.0 hours*.**
  This is the time needed from start to finish to research, write permit, and obtain appropriate signatures. This task may take longer if Industrial User is determined to be a Categorical Industrial User.
- **Sampler Preparation-*30 minutes*.**
  This task includes replacing hoses, cleaning sampler bottle.
- **Sampler Installation- *Minimum 30 minutes*.**
  This task includes setup of equipment at Industrial site. (Manhole removal, installation of sampling hose, programming of portable sampling device, meter reading, contacting company representative). Installation may take longer if there are unforeseen issues that would hinder installation. These instances could include but not limited to access to the property, frozen or jammed locks. This does not include drive time to the site.
- **Sample Collection-*Minimum 1.0 hours*.**
- **Meter Readings-*Minimum 15 minutes* per site.**
  Times could be longer if clearance has to be accessed. This does not include drive time.
- **Self Monitoring Report Review- *Minimum 1.0 hour*.**
  This task includes the review of the submitted self monitoring reports by Industrial Users. The reports are reviewed to ensure that the Industrial Users are in compliance with the Control Authority issued permit.
- **Self Monitoring Report Data Entry-*Minimum 30 minutes*.**
  If calls have to be made for missing data the task could be longer.
- **Site Visit-*Minimum 1.0 hours*.**
  Site Visits are done for many different reasons such as Non-Compliance follow up, change in process, meter readings, waste tracking, etc.
- **Letter of Violation preparation- 30 minutes.**
- **Industrial inspections-*Minimum 1.0 to 3.0 hours*.**
  Inspection times vary based of the facility and their process.
- **Inspection Report Preparation-*1.5 hours***

- **Training on sampler preparation and programming of industrial sampler. *Minimum 1.0 hours.***
  Times vary based on the aptitude of the individual being trained.
- **Bottle preservation- *Minimum 20 minutes.***
  Based on the aptitude of the individual being trained.
- **Data Entry for meter readings - Calculation of Loadings – Industrial Invoice preparation – *1.0 to 2.0 hours.***
  Time is shorter if a program is in place.
- **Preparation of Annual Report-Estimated: 4.0-8.0 hours.**
  It depends on the number of industrial monitoring sites
- **Preparation of Quarterly Report to IDEM-4.0 hours.**
  Report is designed to determine if any Industrial Users are Significant Non-Compliance.
- **Creation of Sampling Schedule-Minimum 1.0 hours**
- **Safety Training-1.0 hour per week.**

GSD'S Charges to Assist MCD with the above Industrial Pretreatment Program Activities

- GSD's hourly rate charged for assisting MCD with the IPP activities will depend upon which GSD employee actually provides the assistance

- **Hourly Rates**

  Lab/IPP Manager: $41.10/hour

  IPP Coordinator: $31.95/hour

  IPP Investigator: $22.35/hour

- **Other Charges**

  There is a traveling cost of $0.55 per mile.

  Industrial permit application: $50.00

  Initial Industrial permit: $500.00

  Industrial permit renewal: $300.00

  Industrial permits are good for three (3) years.

MCD EXHIBIT 11

MCD Resolution No.: 2011-02

MERRILLVILLE CONSERVANCY DISTRICT RESOLUTION IMPLEMENTING INDUSTRIAL USER PRETREATMENT PROGRAM FOR PUBLICLY OWNED TREATMENT WORKS

Be it resolved that the Board of Directors of the Merrillville Conservancy District (*hereinafter*, MCD) hereby enacts the following "Resolution Implementing Industrial User Pretreatment Program for Publicly Owned Treatment Works (*hereinafter*, POTW)", amending and supplementing MCD's prior rules, regulations and resolutions governing sewer use and construction within the wastewater disposal service territory served by the MCD's POTW:

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SECTION I

GENERAL PROVISIONS

A. PURPOSE AND POLICY

This resolution sets forth uniform requirements for discharges into the Merrillville Conservancy District (*hereinafter*, MCD) Wastewater Collection System which eventually discharges through the Gary Sanitary District (*hereinafter,* GSD) Collection System and into GSD Wastewater Treatment Plant. These requirements enable the MCD to protect public health, insure a sound sewer infrastructure system in the future, and comply with all applicable local, state and federal laws relating thereto. In achieving these objectives, the MCD can contract with the GSD to assist the MCD with the implementation of the MCD's INDUSTRIAL WASTEWATER PRETREATMENT PROGRAM.

B. OBJECTIVES

1. To prevent the introduction of pollutants into the MCD's and the GSD's Wastewater Collection Systems which will interfere with the normal operation of the GSD Wastewater Treatment Plant or contaminate the resulting municipal sludge;

2. To prevent the introduction of pollutants into the Districts wastewater collection systems which do not receive adequate treatment in the GSD Wastewater Treatment Plant, and which will pass through the plant into receiving waters or the atmosphere;

3. To improve the opportunity to recycle and reclaim wastewater and sludge from the system;

4. To prevent the introduction of infiltration and inflow into the MCD's and GSD's collection systems which will occupy capacity reserved for community growth.

5. To provide for the regulation of discharges into the MCD's and GSD's wastewater systems through the issuance of industrial discharge permits, the execution of inter-jurisdictional agreements, and the enforcement of administrative regulations.

In furtherance of these objectives, this resolution details the general regulation of discharges to public sewers, the issuance of discharge permits for industrial users of the system, and the enforcement of all applicable local, state, and federal laws and regulations required by the Clean Water Act, General Pretreatment Regulations (40 CFR Part 403), and consistent with the GSD's Enforcement Response Guide.

C. DEFINITIONS

As used in this resolution the following terms shall have the meanings ascribed to

them in this part unless the context specifically indicates otherwise;

1. **"ASTM"** shall mean the American Society for Testing and Materials.

2. **"ACT"** shall mean the Federal Water Pollution Control Act, as amended, 33 USC 1251 et. seq., also known as the Clean Water Act.

3. **"Administrator" or "Approval Authority"** shall mean the regional administrator of the U.S. Environmental Protection Agency (USEPA) or the Commissioner of the Indiana Department of Environmental Management (IDEM).

4. **"Ammonia Nitrogen"** shall mean the concentration, expressed in milligrams per liter (mg/l) of nitrogen that is in the ammonia form. Determination of ammonia nitrogen shall be in accordance with 40 CFR Part 136.

5. **"Approved POTW pretreatment program" or "program" or "POTW pretreatment program"** means a program administered by a POTW that meets the criteria established in 327 IAC 5-19-3) and which has been approved by the IDEM Commissioner in accordance with 327 IAC 5-19-4 and 327 IAC 5-19-5.

6. **"Authorized Representative of Industrial User"** shall mean:

(a) A principal executive officer of at least the level of vice president, if the industrial user is a corporation; or

(b) A general partner or proprietor if the industrial user is a partnership or proprietorship, respectively; or

(c) A duly authorized representative of the individual designated above if such representative is responsible for the overall operation of the facilities from which the indirect discharge originates.

7. **"Board"** shall mean the MCD's Board of Directors.

8. **"Biochemical Oxygen Demand - Total (tBOD)"** shall mean the quantity of dissolved oxygen in milligrams per liter required during stabilization of the decomposable organic matter (carbonaceous component) by aerobic biochemical action under standard laboratory procedures for five (5) days at 20° Celsius using USEPA approved procedures in accordance with 40 CFR 136.

9. **"Building Drain"** shall mean that part of the lowest horizontal piping of a drainage system which receives the discharge from solid waste and other drainage pipes inside the walls of the building and conveys it to the building sewer which begins five (5) feet (1.5 meters) outside the inner face of the building wall.

10. **"Building Sewer"** shall mean the extension from the building drain to the public sewer or other place of disposal and shall include that portion of the drain within the public right-of- way.

11. **"Bypass"** shall mean the intentional diversion of wastestreams from any portion of an Industrial User's treatment facility and consistent with the language contained in CRF Pat 403.17.

12. **"Categorical Industrial User"** shall mean an industry whose effluent is regulated under 40 CFR 403.6.

13. **"Categorical Pretreatment Standard"** shall mean any regulation containing pollutant discharge limits promulgated by USEPA in accordance with section 307 (b) and (c) of the Act which apply to a specific category of Industrial Users and which appear in the appropriate subpart of 40 CFR Chapter I, Subchapter N.

14. **"Carbonaceous Biochemical Oxygen Demand (cBOD)"** - measures the quantity of oxygen utilized in the biochemical oxidation of organic or carbon compounds while inhibiting the nitrogenous oxygen demand under standard laboratory conditions and by using standard laboratory analytical procedures, in accordance with 40 CFR 136, in five (5) days at twenty (20) degrees centigrade, expressed in milligrams per liter (mg/l).

15. **"Combined Sewer"** shall mean a sewer designed to carry both sanitary wastewater and storm or surface-water runoff.

16. **"Compatible Pollutants"** shall mean wastewater having or containing (a) measurable biochemical oxygen demand, (b) suspended solids, (c) pH, (d) fecal coliform bacteria, or (e) additional pollutants identified or defined in the City's National Pollutant Discharge Elimination System (NPDES) permit or by the State or Board. It is further clarified that conventional pollutants as identified by the USEPA pursuant to Section 304 (a)(4) of the Act in a form which causes interference with the POTW operations shall be considered non-compatible.

17. **"Composite Sample"** shall mean a twenty-four (24) hour composite sample containing a minimum of twelve (12) discrete samples taken at equal time intervals over the composting period or proportional to the flow rate over the composite sampling period. More than the minimum number of discrete samples will be required in order to determine the average conditions during the composite sampling period when the wastewater loading is highly variable.

18. **"Control authority"** shall mean the MCD and GSD, since they are POTWs (*See*, #64 below) with approved Industrial Pretreatment Programs; see, 327 IAC 5-17-5.

19. **"Direct Discharge"** shall mean the discharge of treated or untreated wastewater directly to the waters of the State of Indiana.

20. **"Directors"** shall mean the five (5) members of the Board of Directors of the Merrillville Conservancy District.

21. **"Discharge Report"** shall mean the discharge monitoring report required by the Industrial Wastewater Discharge Permit describing, through representative sampling and measurements performed in accordance with 40 CFR 136, the nature of the monitored effluent discharge of an Industrial User.

22. **"District"** shall mean the Merrillville Conservancy District (hereinafter, MCD), and the five (5) member Board of Directors thereof, Lake County, Indiana. Any reference to "District" or "MCD" shall mean all properly annexed territory within the perimeter of the District's boundaries or under the MCD's ad valorem taxing jurisdiction.

23. **"District Sewer"** shall mean a sewer owned and operated by the MCD.

24. **"Domestic Wastewater"** shall mean wastewater of the type commonly introduced into a wastewater treatment system by residential users.

25. **"Effluent"** shall mean the water, together with any wastes that may be present, flowing out of a drain, sewer, receptacle or outlet.

26. **"USEPA"** shall mean the U.S. Environmental Protection Agency or, where appropriate, the term may also be used as a designation for the administrator or other duly authorized official of said agency.

27. **"Foundation Drains"** shall mean any network of pipes, pumps or drainage mechanisms located at, or under a footing, foundation or floor slab of any building or structure that intentionally or unintentionally conveys groundwater away from a building or structure.

28. **"Garbage"** shall mean solid wastes from the domestic and commercial preparation, cooking and dispensing of food and from handling, storage and sale of produce, meat, fish, seafood, fowl and condemned food.

29. **"Gary Sanitary District"** shall mean the Sanitary District of the City of Gary commonly known as the Gary Sanitary District (hereinafter, GSD), and the Board of Commissioners thereof, Lake County, Indiana. Any reference thereto shall mean all territory within the perimeter of the GSD's boundaries or under its jurisdiction.

30. **"General Pretreatment Regulations"** shall mean 'General Pretreatment Regulations for Existing and New Sources', 40 CFR Part 403, as amended. *See also*, Title 327 IAC, Article 5, *et seq.*

31. **"Grab Sample"** shall mean a sample which is taken from a waste stream on a one-time basis with no regard to the flow in the waste stream and over a period of time not to exceed fifteen (15) minutes.

32. **"Groundwater Remediation Discharge"** shall mean the discharge or introduction of contaminated groundwater originating from an approved groundwater remediation project into the wastewater treatment system.

33. **"Heat Pump Discharge"** shall mean water discharged from a heat pump or other device that uses water as a heat source or heat sink.

34. **"IDEM"** shall mean the Indiana Department of Environmental Management.

35. **"Indirect Discharge"** shall mean the discharge or the introduction of nondomestic pollutants from any source regulated under section 307 (b),(c), or (d) of the Act (33 U.S.C. 1317), into the wastewater treatment system (including holding tank waste discharged into the system).

36. **"Industrial Pretreatment Department"** shall mean the department of GSD or its representatives that is responsible for implementation of the Industrial Pretreatment Program for GSD.

37. **"Industrial User (IU)"** shall mean any user of the wastewater treatment system who discharges, causes or permits the discharge of non-domestic wastewater into GSD's wastewater treatment system.

38. **"Industrial Waste"** shall mean all solid, liquid or gaseous waste resulting from any commercial, industrial, manufacturing, agricultural, trade or business operation or process or from the development, recovery or processing of natural resources.

39. **"Industrial Wastewater"** shall mean a combination of liquid and water-carried waste discharged from any industrial establishment and resulting from any trade or process carried on in that establishment, including the wastewater from pretreatment facilities and polluted cooling water.

40. **"Infiltration"** shall mean the groundwater entering the sewer system from the ground through such means as, but not limited to, defective or poorly constructed pipes, pipe joints, pipe connections and manholes or from drainage pipe constructed to remove groundwater from areas such as building foundations and farm fields.

41. **"Inflow"** shall mean the storm and surface water entering directly into the sewers from such sources as, but not limited to, manhole covers, roof drains, basement drains, land drains, foundation drains, cooling/heating water discharges, catch basins, or storm water inlets.

42. **"Interference"** shall mean a discharge which, alone or in conjunction with a discharge or discharges from other sources, either:

(a) Inhibits or disrupts the GSD's Wastewater Treatment Plant, its treatment processes or operations, or its sludge processes, use or disposal; or

(b) Causes of a violation of any requirement of the GSD's NPDES permit (including an increase in the magnitude or duration of a violation) or prevents sewage sludge use or disposal in compliance with the following statutory provisions and regulations or permits issued thereunder (or more stringent State or local regulations): Section 405 of the Clean Water Act, the Solid Waste Disposal Act (SWDA), [including Title II, more commonly referred to as the Resource Conservation and Recovery Act (RCRA), and including State regulations contained in any State sludge management plan prepared pursuant to Subtitle D of the SWDA], the Clean Air Act, the Toxic Substances Control Act, or the Marine Protection, Research and Sanctuaries Act.

43. **"Lift Station"** shall mean any arrangements of pumps, valves and controls that lifts wastewater to a higher elevation.

44. **"Maximum Daily Discharge Concentration"** shall mean the highest allowable daily discharge for any calendar day during a calendar month based upon the type of sample (e.g. grab, 24-hour composite) required under this Resolution, MCD issued discharge permit, or categorical pretreatment standard promulgated by USEPA.

45. **"Medical Wastes"** shall mean isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes and dialysis wastes or any other waste resulting from the provision of medical treatment.

46. **"NH3-N"** shall mean the same as ammonia nitrogen measured as ammonia.

47. **"National Pollutant Discharge Elimination System" or "NPDES"** shall mean the national program for issuing, modifying, revoking and reissuing, terminating, denying, monitoring, and enforcing permits for the discharge of pollutants from point sources and imposing and enforcing pretreatment requirements by the EPA or an authorized state under Sections 307, 318, 402, and 405 of the Clean Water Act.

48. **"NPDES Permit"** shall mean a permit issued to a POTW (See, #64 below) under the National Pollutant Discharge Elimination System for the discharge of wastewaters to the navigable waters of the United States. *See,* Section 402 of the Act.

49. **"Natural Outlet"** shall mean any outlet into a watercourse, pond, ditch, lake or other body of surface water or groundwater.

50. **"New Source"** shall mean:

(a) Any building, structure, facility or installation from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under section 307(c) of the Act which will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:

(i) The building, structure, facility or installation is constructed at a site at which no other source is located; or

(ii) The building, structure, facility or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or

(iii) The production or wastewater generating processes of the building, structure, facility or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is engaged in the same general type of activity as the existing source should be considered.

(b) Construction on a site at which an existing source is located results in a modification rather than a New Source if the construction does not create a new building, structure, facility or installation meeting the criteria of 40(a)(ii), or 40(a)(iii) of the instant numbered paragraph but otherwise alters, replaces, or adds to existing process or production equipment.

(c) Construction of a New Source as defined under this paragraph has commenced if the owner or operator has:

(i) Begun, or caused to begin as part of a continuous onsite construction program:

(1) Any placement, assembly, or installation of facilities or equipment; or

(2) Significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of facilities or equipment; or

(ii) Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated

or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.

51. **"Noncontact Cooling Water"** shall mean the water used for cooling which does not come into direct contact with raw material, intermediate product, waste product, or finished product.

52. **"Nonindustrial User"** shall mean all users of the wastewater treatment system not included in the definition of "Industrial User".

53. **"Pass Through"** shall mean a discharge which exits the POTW (See, #64 below) into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of GSD's NPDES permit, including an increase in the magnitude or duration of violation.

54. **"Permit"** means any written authorization, license, or equivalent document issued By USEPA, IDEM or a POTW to regulate the discharge of pollutants, the construction of water pollution treatment or control facilities, or land application of sludge or waste products.

55. **"Person"** shall mean any individual, partnership, trust, firm, company, association, society, corporation, group, governmental agency, including but not limited to, the United States of America, the State of Indiana and all political subdivision authorities, districts, departments, agencies, bureaus, and instrumentalities thereof, or any other legal entity.

56. **"pH"** shall mean the negative logarithm of the concentration of hydrogen ions in solution.

57. **"Phosphorus"** shall mean the concentration, expressed in milligrams per liter (mg/l), of Total Phosphorus derived through acid hydrolysis of the sample conducted in accordance with 40 CFR 136.

58. **"Pollutant"** means, but is not limited to dredged spoil, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, chemical wastes, solid wastes, toxic wastes, hazardous substances, biological materials, radioactive materials (except those regulated under the Atomic Energy Act of 1954, as amended; 42 U.S.C. 2011, *et seq.*), heat, wrecked or discarded equipment, rock and sand, cellar dirt; and other industrial, municipal, and agricultural waste discharged into water.

59. **"Pollution"** shall mean the man-made or man-induced alteration of the chemical, physical, biological, and radiological integrity of water.

60. **"Pretreatment or Treatment"** shall mean the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to or in lieu of discharging or otherwise introducing such pollutants into a POTW (See, #64 below). The reduction or alteration can be obtained by physical, chemical or biological processes, or process changes or other means, except by dilution or as prohibited by 40 CFR Part 403.6(d) and 327 IAC 5-12-3(e).

61. **"Pretreatment Standard or Regulation"** shall mean any substantive or procedural requirement related to pretreatment contained in this ordinance, permit or any local, state, or federal regulations.

62. **"Pretreatment Requirements"** shall mean any substantive or procedural requirement related to Pretreatment other than a Pretreatment Standard, imposed on an Industrial User.

63. **"Private Sewage Disposal System"** shall mean any sewage disposal or wastewater treatment system not connected to a public sewer and constructed for the purpose of treating residential, commercial or industrial wastes.

64. **"Process wastewater"** means any water that, during manufacturing or processing, comes into direct contact with or results from the production or use of any raw material, intermediate product, finished product, byproduct, or waste product.

65. **"Properly Shredded Garbage"** shall mean the wastes from the preparation, cooking and dispensing of food that has been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half inch (1.27 centimeters) in any dimension.

66. **"Public Sewer"** shall mean any combined or sanitary sewer or lift station located on land owned by a POTW, within a public right-of-way, or in a dedicated easement and which is controlled by public authority.

67. **"Publicly Owned Treatment Works or POTW"** shall mean a "treatment works", as defined by Section 212 of the Act (33 USC Section 1292) which is owned by a State, political subdivision, or municipality (as defined by section 502(4) of the Act). This definition includes any devices or systems used in the storage, treatment, recycling, and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes sewers, pipes and other conveyances only if they convey wastewater to a POTW Treatment Plant. The term also means the municipality as defined in section 502(4) of the Act, which has jurisdiction over the Indirect Discharges and the discharges from such a treatment works.

68. **"Sanitary Sewer"** shall mean a sewer which carries wastewater and to which storm, surface and ground waters are not intentionally admitted.

69. **"Sewage"** shall mean wastewater.

70. **"Sewage System"** shall mean the network of publicly owned sewers and appurtenances used for collecting, transporting, and pumping wastewater to the wastewater treatment plant, and the wastewater treatment plant itself. This term is also expressed as municipal wastewater system or wastewater collection system.

71. **"Sewer"** shall mean a pipe or conduit for carrying wastewater or storm water.

72. **"Sewer Work"** shall mean the connecting of any building sewer to the MCD's wastewater collection system, the making of a significant alteration to or significant repair to a building sewer, to a building drain or the altering or repairing of a District sewer.

73. **"Shall"** is mandatory; **"may"** is permissive.

74. **"Significant Industrial User"** shall mean: 1) any Categorical Industrial User (CIU); 2) any other IU which a) discharges an average of twenty-five thousand (25,000) gallons of process wastewater per day; b) contributes a processed water which makes up five percent or more of the dry weather average hydraulic or organic capacity of GSD's Wastewater Treatment System; or c) is found by GSD, State of Indiana or the USEPA to have significant impact, either by itself or in combination with other contributing industries, on the Wastewater Treatment System, the quality of sludge, the system's effluent quality or air emissions generated by the system. Upon a finding that an IU meeting the above criteria has no reasonable potential for adversely affecting the wastewater treatment system of the GSD or for violating any pretreatment standard or requirement, the GSD may at any time, upon its own initiative or in response to a petition received from an industrial user, and in accordance 40 CFR 403.8(f)(6), determine that such an industrial user is not a significant industrial user.

75. **"Significant Noncompliance (SNC)"** shall mean an Industrial Users' effluent discharge is in Significant Noncompliance if its violations meet one or more of the following criteria:

(a) Chronic violations of wastewater discharge limits, defined here as those in which sixty-six (66) percent or more of all of the measurements taken during a six month period exceed (by any magnitude) the daily maximum limit or the average limit for the same pollutant parameter;

(b) Technical Review Criteria (TRC) violations, defined here as those in which thirty-three (33) percent or more of all the measurements for each pollutant parameter taken during a six month period equal or exceed the product of the daily maximum limit or the average limit multiplied by the applicable TRC (TRC=1.4 for BOD, TSS, fats, oil and grease, and 1.2 for all other pollutants except pH).

(c) Any other violation of a pretreatment effluent limit (daily maximum or

longer term average) that the GSD and/or MCD determines has caused, alone or in combination with other discharges, interference or pass through (including endangering the health of POTW personnel or the general public);

(d) Any discharge of a pollutant that has caused imminent endangerment to human health, welfare or to the environment or has resulted in the POTW's exercise of its emergency authority under section 40 CFR 403.8 (f)(1)(F)(i) to halt or prevent such a discharge;

(e) Failure to meet, within ninety (90) days after the schedule date, a compliance schedule milestone contained in a local control mechanism or enforcement order for starting construction, completing construction, or attaining final completion;

(f) Failure to provide, within thirty (30) days after the due date, required reports such as baseline monitoring reports, ninety (90) day compliance reports, periodic self monitoring reports, and reports on compliance with compliance schedules;

(g) Failure to accurately report non-compliance; and

(h) Any other violation or group of violations which the or GSD determines will adversely affect the operation and implementation of the local pretreatment program.

76. "Slug Load or Slug" shall mean any discharge of non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch discharge at a flow rate or concentration which would cause a violation of the prohibited discharge standards in Section II Parts B and C of this resolution.

77. "Sludge" shall mean any solid, semi-solid or liquid waste generated from a municipal, commercial or industrial wastewater treatment plant or air pollution control facility or any other waste having similar characteristics and effects as defined in standards issued under Sections 402 and 405 of the Federal Act and in the applicable requirements under Sections 3001, 3004 and 4004 of the Solid Waste Disposal Act as amended.

78. "State" shall mean the State of Indiana.

79. "Standard Industrial Classification (SIC)" shall mean a classification pursuant to the Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget.

80. "Standard Methods" shall mean the laboratory procedures set forth in the latest addition, at the time of analysis, of "Standard Methods for the Examination of Water and Wastewater" prepared and published jointly by the American Public Health Association

and the Water Pollution Control Federation.

81. **"Storm Drain or Storm Sewer"** shall mean a sewer which carries storm and surface water and drainage, but excludes sewage and industrial waters, other than unpolluted cooling water.

82. **"Storm Water"** shall mean any flow occurring during or following any form of natural precipitation and resulting from such precipitation, including snowmelt.

83. **"Total Suspended Solids (TSS)"** shall mean solids that either float on the surface of, or are in suspension in water, sewage or other liquids, and which are removable by laboratory filtering using USEPA approved methods.

84. **"Toxic Amount"** shall mean that concentrations of any pollutant or combination of pollutants, which upon exposure to or assimilation into any organism will cause adverse effects, such as death, illness, cancer, genetic mutations, and physiological manifestations.

85. **"Toxic Pollutant"** shall mean, but not be limited to, any pollutant or combination of pollutants listed as toxic in regulations promulgated by the Administrator of the Environmental Protection Agency under the provisions of the CWA 302(A) or other acts.

86. **"Unpolluted Water"** shall mean water of quality that would not cause a violation of receiving water quality standards, would not be benefitted by discharge to the sanitary sewers and wastewater treatment facilities, and without additional treatment could be directly discharged to waters of Indiana in compliance with local, state and federal law.

87. **"Upset"** shall mean an exceptional incident in any Industrial User's facility, in which there is unintentional and temporary noncompliance with categorical Pretreatment Standards because of factors beyond the reasonable control of the industrial user. An upset does not include noncompliance to the extent it is caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventative maintenance, or careless or improper operation and consistent with the language contained in 40 CFR 403.16.

88. **"User"** shall mean any person who contributes, causes or permits the contribution of wastewater into the MCD's wastewater system.

89. **"Wastewater"** shall mean water-carried human wastes or a combination of water-carried wastes from residences, business, buildings, institutions and industrial establishments, together with any ground, surface, storm or other waters as may be present.

90. **"Wastewater normally discharged by a residence"** shall mean the wastewater contributed by a residential living unit and shall not exceed a volume of ten

thousand five hundred (10,500) gallons per month, thirty-five (35) pounds of suspended solids per month, and thirty (30) pounds of cBOD per month.

91. **"Wastewater Treatment Plant"** shall mean the portion of the GSD's Wastewater Treatment System that is designed to provide treatment of municipal and industrial wastewater.

92. **"Wastewater Treatment System"** shall mean all facilities for collecting, pumping, treating and disposing of wastewater.

93. **"Watercourse"** shall mean a channel in which a flow of water occurs, either continuously or intermittently.

D. ABBREVIATIONS

The following abbreviations shall have the designated meanings:

1. BOD_5:	Biochemical Oxygen Demand
2. $cBOD_5$:	Carbonaceous Biochemical Oxygen Demand
3. CFR:	Code of Federal Regulations
4. CIU:	Categorical Industrial User
5. CWA:	Clean Water Act
6. EPA:	United States Environmental Protection Agency
7. GSD:	Gary Sanitary District
8. IDEM:	Indiana Department of Environmental Management
9. ISBH:	Indiana State Board of Health
10. IU:	Industrial User
11. l:	Liter
12. mg:	Milligrams
13. mg/l:	Milligrams per Liter
14. NH3-N:	Ammonia Nitrogen
15. NPDES:	National Pollutant Discharge Elimination System
16. O & M:	Operations and Maintenance
17. POTW:	Publicly Owned Treatment Works
18. RCRA:	Resource Conservation and Recovery Act
19. SIC:	Standard Industrial Classification

20. SIU: Significant Industrial User
21. SNC: Significant Non-compliance
22. SWDA: Solid Waste Disposal Act, 42 USC *et seq.*
23. TRC: Technical Review Criteria
24. TSS: Total Suspended Solids
25. U.S.EPA: United States Environmental Protection Agency
26. 40 CFR 136: U.S. EPA approved "Guidelines Establishing Test Procedures for the Analyses of Pollutants"
27. 330 IAC 5-12-2: "Regulations for National Pretreatment Standards for Prohibited Discharges"

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SECTION II

DISCHARGE AND SEWER REGULATIONS

A. UNLAWFUL DISPOSAL OF WASTES

1. It shall be unlawful to discharge to any natural outlet or watercourse within the District, any wastewater or other polluted water, except where suitable treatment has been provided in accordance with the laws of the United States; State of Indiana; and the ordinances, resolutions, rule and regulations of the GSD and MCD.

2. Except where a valid NPDES permit exists, the owner of all houses, buildings, or properties used for human occupancy, employment recreation or other purposes, situated within GSD and abutting any street, alley or right-of-way in which there is now located or may in the future be located a GSD sewer, is hereby required at his/her expense to connect such facilities directly with the GSD sewer in accordance with the provisions of this ordinance, within ninety (90) days after the day of official notice to do so, provided that said GSD sewer is within one hundred (100) feet (30.5 meters) of the property line, notwithstanding whether or not the facilities are served by any private sewage disposal system and within conditions as hereinafter provided.

B. GENERAL DISCHARGE PROHIBITIONS

1. No person shall discharge or cause to be discharged any storm water, surface water, groundwater, roof runoff, subsurface drainage, or unpolluted water into any sanitary sewer.

2. Storm water and all other unpolluted water may be discharged through structures existing prior to the prohibition of this practice to such sewers as are specifically designated as combined sewers or storm sewers. No new storm water or unpolluted water flow shall be introduced to the combined sewer system except as provided in Section IV. Industrial cooling water or unpolluted process waters may be discharged, on approval of application, as provided in Section IV.

C. SPECIFIC DISCHARGE PROHIBITIONS

1. No person shall discharge or cause to be discharged to any GSD sewer wastewater or pollutant which cause, threaten to cause, or are capable of causing, either

alone or by interaction with other substances:

(a) A fire or explosion hazard in the GSD's Wastewater Treatment System including, but not limited to, wastestreams with a closed cup flashpoint of less 140 degrees Fahrenheit or 60 degrees Centigrade using the test methods in 40 CFR 261.21.

(b) Corrosive structural damage to the wastewater treatment system but in no case any solution with pH lower than 5.5 or higher than 9.0;

(c) Obstruction to the flow in GSD sewers, or other interference with the proper operation of the wastewater treatment system;

(d) An interference;

(e) A pass-through;

2. No person shall discharge or cause to be discharged to any MCD sewer:

(a) A slug or a flow rate and/or pollutant discharge rate which is excessive over a relatively short time period so that there is a treatment process upset and subsequent loss of treatment efficiency;

(b) Pollutants which create a fire or explosion hazard in the POTW, including but not limited to, wastestreams with a closed cup flashpoint of less than 140 degrees Fahrenheit or 60 degrees Centigrade using the test methods specified in 40 CFR 261.21.

Heat in amounts which will inhibit biological activity in the POTW resulting in Interference, but in no case heat in such quantities that the temperature at the POTW Treatment Plant exceeds 40 C. (104F) unless the Approval Authority, upon request of the POTW, approves alternate temperature limits.

(c) Any wastewater containing toxic pollutants in sufficient quantity, either singly or by interaction with other pollutants, to injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, to create a toxic effect in the receiving waters of the wastewater treatment plant, or to exceed applicable categorical pretreatment standards;

(d) Petroleum oil, nonbiodegradeable cutting oil, or products of mineral oil origin in amounts that will cause interference or pass through;

(e) Pollutants which result in the presence of toxic gases, vapors, or fumes with GSD's Wastewater Treatment Plant in a quantity that will cause acute worker health and safety problems;

(f) Any noxious or malodorous liquids, gases, or solids which either singly or by interaction with other wastes are sufficient to create a public nuisance or hazard to life or are sufficient to prevent entry into the sewers for maintenance and repair;

(g) Solid or viscous substances and/or other pollutants which may cause obstruction to the flow in a sewer or other interference with the operation of the wastewater works such as, but not limited to grease, improperly shredded garbage, animal guts or tissues, paunch manure, bones, hair, hides or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, waste paper, wood plastics, tar, medical wastes, asphalt residues from refining or processing of fuels or lubricating oil, mud, glass grinding or polishing wastes, or tumbling and deburring stones;

(h) Any substance that may cause the wastewater treatment plant effluent or any other product of the wastewater treatment plant such as residues, sludges, or scums, to be unsuitable for reclamation and reuse or to interfere with the reclamation process. In no case shall a substance discharged to the wastewater treatment plant cause the wastewater treatment plant to be in noncompliance with sludge use or disposal criteria, guidelines, or regulations developed under Section 405 of the Act;

(i) Any substance that will cause the wastewater treatment plant to violate its NPDES permit or the receiving stream's water quality standards;

(j) Any wastewater containing radioactive material including, but not limited to, radioactive waste above limits, regulations, or orders issued by the appropriate authority having control over their use.

(k) Detergents, surface-active agents, or other substances which may cause excessive foaming in the wastewater treatment system.

(l) Any gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers,

alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, carbides, hydrides, stoddard solvents, sulfides, epoxides, esters, amines, polynuclear aromatic hydrocarbons, pyridines, new and used motor oils, or antifreeze, except at concentrations which do not exceed levels of such substances which are routinely present in the normal wastewater discharge and do not otherwise violate any section of this chapter or the conditions of an industrial discharge permit or a special agreement.

(m) Polychlorinated biphenyls (PCBs) in any detectable concentrations.

(n) Unpolluted water except as provided in Section IV.

(o) Any pollutant, including oxygen demanding pollutants (BOD, etc.) released in a Discharge at a flow rate and/or pollutant concentration which will cause interference with the POTW.

3. No person shall discharge or cause to be discharged to the sewer or the POTW:

(a) Any trucked or hauled industrial process or hazardous wastes.

(b) Any septic tank waste, except at discharge points designated by the POTW and with a valid liquid waste hauler discharge permit.

4. Specific effluent limits shall not be developed and enforced without individual notice to persons or groups who have requested such notice and an opportunity to respond.

5. POTW's may develop Best Management Practices (BMPs) to implement subparagraphs (c) (1) and (c) (2) of 40 CFR 403.5. Such BMP's shall be considered local limits and Pretreatment Standards for the purpose of this part and section 307 (d) of the Act.

6. No person shall discharge or cause to be discharged a wastewater which has a value which exceeds the specific pollutant limitation shown in Table I. Industries must report results for the parameters listed where there are no set limitations.

TABLE I

SPECIFIC POLLUTANT LIMITATIONS

POLLUTANT	SAMPLE TYPE	MAXIMUM DAILY CONCENTRATION (mg/l)
Arsenic	24 hr. Composite	0.037
Cadmium (Total)	24 hr. Composite	0.25
Chromium (Total)	24 hr. Composite	0.97
Chromium (Hexavalent)	Grab	0.77
Copper (Total)	24 hr. Composite	2.5
Cyanide (Total)	Grab	0.058
Iron	24 hr. Composite	16.7
Lead (Total)	24 hr. Composite	0.88
Mercury (Total)	Grab	0.0009*
Molybdenum	24 hr. Composite	12.1
Nickel (Total)	24 hr. Composite	2.7
Selenium	24 hr. Composite	1.19
Silver (Total)	24 hr. Composite	1.2
Zinc (Total)	24 hr. Composite	2.9
Phenols (4AAP)	Grab	0.7
Oil and Grease	Grab	60
Chlorides	24 hr. Composite	114*
Fluorides	24 hr. Composite	12.5
Sulfate	24 hr. Composite	1125
Fluorides	24 hr. Composite	Report
Total Dissolved Solids	24 hr. Composite	768*
Benzene	Grab	Report
Toluene	Grab	Report
Ethylene	Grab	Report
Xylene	Grab	Report

* Interim Local Limit

7. A grease interceptor shall be installed in the waste line leading from sinks, drains, and other fixtures or equipment in restaurants, cafes, lunch counters, cafeterias, bars and clubs; hotels, hospitals, sanitarium, factory or school kitchens, or other establishments where grease may be introduced into the drainage, or sewage system in quantities that can affect line stoppage or hinder sewage treatment. The characteristics, size, and method of installation of the grease interceptor shall meet the requirements imposed by the Administrative Building Council of the State of Indiana and the MCD and shall be reviewed and approved by the MCD prior to the commencement of installation. Approval of proposed facilities or equipment does not relieve the person of the responsibility of enlarging or otherwise modifying such facilities to accomplish the intended purpose.

In the maintaining of these interceptors, the owner shall be responsible for the proper removal and disposal by appropriate means of the captured material and shall maintain records of the dates and means of disposal, which are subject to review by GSD. Any removal and hauling of the collected materials not performed by the owner or the owner's personnel must be performed by licensed waste disposal firms.

On a showing of good cause, the MCD may waive this requirement. A grease interceptor is not required for individual dwelling units or for any private living quarters.

D. MODIFICATION OF FEDERAL CATEGORICAL PRETREATMENT STANDARDS

When the GSD demonstrates consistent removal of pollutants limited by federal categorical pretreatment standards, as required by 40 CFR 403.7, and any amendments thereto, the GSD may apply to the Administrator of EPA, or IDEM, for authorization to give a removal credit to reflect removal of toxic or other regulated pollutants by the GSD's Wastewater Treatment System.

E. STATE AND FEDERAL REQUIREMENTS

Federal Categorical Pretreatment Standards or State requirements shall apply at the end of process, and local limits, if more stringent, shall apply at the end of pipe.

F. MCD'S RIGHT OF REVISION

The MCD reserves the right to establish by resolution reasonably more stringent limitations or requirements on discharges to the MCD's POTW than those in this resolution if deemed necessary to comply with the objectives presented in this resolution.

G. BASELINE MONITORING REPORT

Within one hundred eighty (180) days after the effective date of a federal categorical pretreatment standard, or one hundred eighty (180) days after the final administrative decision made on a category, which ever is later, existing Industrial Users subject to such categorical pretreatment standards and currently discharging or scheduled to discharge to the wastewater treatment system will be required to submit to GSD a report containing the following information as required by 40 CFR 403.12(b) and listed in paragraphs 1-7 below. Where reports containing this information already have been submitted to GSD in compliance with the requirement of 40 CFR 128.140(b)(1977), the Industrial User will not be required to submit this information again. At least 90 days prior to commencement of discharge, New Sources, and sources that become Industrial Users subsequent to the promulgation of an applicable categorical Standard, shall be required to submit to GSD a report which contains the information listed in paragraphs 1-5 of this section. New Sources shall also be required to include in this report information on the method of pretreatment the source intends to use to meet applicable pretreatment standards. New Sources shall give estimates of the information requested in paragraphs 4 and 5 of this section.

1. **Identifying Information.** The Industrial User shall submit the name and address of the facility including the name of the operator and owners.

2. **Permits.** The Industrial User shall submit a list of any environmental control permits held by or for the facility.

3. **Description of Operations.** An Industrial User shall submit a brief description of the nature, average rate of production, and Standard Industrial Classification of the operation(s) carried out by such Industrial User. This description should include a schematic process diagram which indicates points of discharge to the wastewater treatment system from the regulated processes.

4. **Flow Measurement.** Information showing the measured average daily and maximum daily flow, in gallons per day, to the wastewater treatment system from each of the following:

(a) All regulated process streams; and

(b) Other streams as necessary to allow use of the combined waste stream formula or formula of 40 CFR 403.6(e).

MCD and/or GSD may allow for verifiable estimates of these flows where justified by cost or feasibility considerations.

5. **Measurement of Pollutants.** The pretreatment standards are measured according to 40 CFR 403.12(b)(5).

6. **Certification.** A statement, reviewed by an authorized representative of the Industrial User and certified to by a qualified professional, indicating whether pretreatment standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O and M) and/or additional pretreatment is required for the Industrial User to meet the pretreatment standards and requirements as set forth in 40 CFR 403.12(b)(6).

7. **Compliance Schedule.** If additional pretreatment and/or O and M will be required to meet the pretreatment standards, the Industrial User shall comply with provision as set in forth 40 CFR 403.12(b)(7).

8. **Signatory Requirements.** All baseline monitoring reports, 90-day compliance, and periodic compliance reports must be signed and certified consistent with 40 CFR 403.12(1).

H. EXCESSIVE DISCHARGE / DILUTION PROHIBITION

Except where expressly authorized to do so by an applicable pretreatment standard or requirement, no Industrial User shall ever increase the use of process water, or in any other way attempt to dilute a discharge as a partial or complete substitute for adequate-treatment to achieve compliance with a pretreatment standard or requirement. The MCD and/or GSD may impose mass limitations on Industrial Users which are using dilution to meet applicable pretreatment standards or requirements, or in other cases where the imposition of mass limitations is appropriate.

I. INDUSTRIAL USER'S NOTIFICATION REQUIREMENTS FOR ACCIDENTAL DISCHARGE NONCOMPLIANCE AND FOR CHANGED DISCHARGES

1. In case of an accidental discharge, it is the responsibility of the Industrial User to immediately telephone and notify the MCD at 219-980-5220 and GSD's Industrial Surveillance Department at 219-944-0595 of the incident. The notification shall include:

(a) Name of company;

(b) Location of discharge;

(c) Type of waste discharged;

(d) Concentration and volume of waste discharged;

(e) Corrective actions taken to minimize the impact of the discharge to the POTW;

(f) Date and time of occurrence.

2. The Industrial User shall notify the MCD and GSD, within two (2) hours of the Industrial User obtaining knowledge, if it is unable to comply with any requirement of this resolution and/or any pretreatment standard because of a breakdown of its treatment equipment, accidents caused by human error, or upsets. The notification should include the information required in paragraph 1 above.

3. Within five (5) calendar days following an accidental discharge or incident of noncompliance, the industrial user shall submit to the MCD and GSD a detailed written report describing;

(a) The cause of the accidental discharge or noncompliance;

(b) The period of the accidental discharge or noncompliance, including exact dates and times or if not corrected, the anticipated time the noncompliance is expected to continue;

(c) Steps being taken and/or planned to reduce, eliminate or prevent recurrence of the accidental discharge or noncompliance.

4. Such notification shall not relieve the Industrial User of any expense, loss, damage, or other liability which may be incurred as the result of damage to the MCD's and GSD's POTW, fish kills, or any other damage to person or property; nor shall such notification relieve the user of any fines, civil penalties, surcharges or other liability which may be imposed by this resolution or other applicable law.

5. In any enforcement proceeding the Industrial User seeking to establish the occurrence of an upset shall have burden of proof. An Industrial User who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating lots, or other relevant evidence that:

(a) An upset occurred and the Industrial User can identify the specific cause(s) of the upset;

(b) The facility was at the time being operated in a prudent and workmanlike manner and in compliance with applicable operation and maintenance procedures;

(c) The Industrial User has submitted to the MCD and GSD the information required in paragraphs 2 and 3 above.

6. A notice shall be permanently posted on the Industrial User's bulletin board or other prominent place advising employees to telephone the MCD at 219-980-5220 and GSD's Industrial Pretreatment Department at 219-944-0595 in the event of a dangerous discharge. Employers shall ensure that all employees who may cause or suffer such a dangerous discharge to occur are advised of the emergency notification procedure.

7. All Industrial Users shall promptly notify the MCD and GSD in advance of any substantial change in the volume or character of pollutants in their discharge, including the listed or characteristic hazardous wastes for which the Industrial User has submitted initial notification under 40 CFR 403.12(p).

8. GSD and MCD shall evaluate each Significant Industrial User for the need of a slug control plan and if the GSD decides that a slug control plan is needed, the plan shall contain, at a minimum, the requirements as set forth in 40 CFR 403.8(f)(2)(v).

J. LIABILITY FOR DAMAGE AND ATTORNEY FEES

If any person violates the instant Resolution or discharges or causes to be discharged a waste which causes interference, obstruction, damage or any other impairment to the MCD's and/or GSD's POTW, the MCD and/or GSD may assess a charges against said person for:

(1) MCD's and/or GSD's actual costs expended to clean or repair the POTW;

(2) MCD's and/or GSD's reasonable attorney fees, expert witness fees, engineering fees, consultant fee, and/or other reasonable costs incurred as a result of such discharges; and

(3) Any fine imposed against the MCD and/or GSD as a result of such interference, obstruction, damage or impairment;

which such fees and charges to be added to said person's regular charges.

GSD shall Invoice the MCD's violating or discharging Industrial User via the MCD for and GSD costs as they are developed and submitted. MCD's Industrial User's payment of such costs shall be due thirty (30) days after the MCD mails a copy of the GSD's Invoice to the MCD's Industrial User. Said Industrial User shall pay simple interest of at the rate of ten (10) percent per annum on the unpaid balance, beginning on the day after final payment is due from said Industrial User and compounded annually. Upon the MCD's receipt of any monies paid by an MCD Industrial User pursuant to such an Invoice from the GSD, the MCD shall as soon as practicable forward said monies to GSD.

K. DUTY TO MITIGATE: PREVENTION OF ADVERSE IMPACT

All Users shall take all reasonable steps to minimize or prevent any adverse impact of any discharge in violation of this ordinance that has a reasonable likelihood of adversely affecting human health, the POTW, the waters receiving the POTW's discharge, or the environment.

L. MONITORING DEVICES: METERING EQUIPMENT

1. Installation and Maintenance at Industrial User's Expense

The GSD and/or MCD may require, as is necessary to carry out the requirements of this resolution, any person to construct at his/her expense, monitoring facilities to allow inspection, sampling and flow measurement of the building drain or sewer and may also require sampling or metering equipment to be provided, installed and operated at the Industrial User's expense.

2. Right to Inspect

Whenever required to carry out the objectives of this resolution or of any issued Industrial Wastewater Discharge Permit, the authorized representative of the GSD, MCD, IDEM, and/or USEPA, upon presentation of his/her credentials, shall have a right of entry to, upon, or through any premises for purpose of reviewing or photocopying relevant records or inspecting, measuring, and sampling of the discharges. This right of entry shall include, but not limited to, any equipment necessary to conduct said inspections,

measuring, and sampling. It shall be the duty of the person to provide all necessary clearance before entry and not to unnecessarily delay or hinder the authorized representative in carrying out the review or photocopying of relevant records, inspection, measuring and sampling. The right of entry shall exist at any time.

M. SEARCH WARRANTS

If the authorized representatives of MCD and/or GSD have been refused access to building, structure, or property or any part thereof, and if the authorized representatives have probable cause to believe that there may be a violation of this Resolution or that there is the need to inspect as a part of routine inspection program of the MCD designed to verify compliance with this Resolution or any permit or order issued hereunder, or to protect the overall public health, safety, and welfare of the community, then upon application to the appropriate Court, the authorized representatives of MCD and/or GSD may seek a search and seizure warrant describing therein the specific location subject to the warrant. The request by MCD's and/or GSD's authorized representatives shall specify what may be searched or seized on the property described. Such warrant shall be served at reasonable hours by MCD's and/or GSD's authorized representatives in the company of a uniformed police officer. In the event of an extreme emergency affecting the public health and safety, inspections shall be made without the issuance of a warrant.

N. RULES AND REGULATIONS

After the passage of this resolution and from time to time thereafter as may be needed, the MCD's Board of Directors may, by resolution, promulgate rules and regulations necessary to implement and carry out the provisions of this resolution and not inconsistent therewith.

O. ENFORCEMENT OF SANCTIONS AGAINST INDUSTRIAL USERS FOR VIOLATIONS OF PRETREATMENT STANDARDS AND REGULATIONS

1. MCD'S $2,500.00 Per Violation Administrative Surcharge; Attorney Fees

Notwithstanding any other section, any person, who violates any provision or discharge limit of this resolution or of their issued Industrial Wastewater Discharge Permit, may be assessed an administrative surcharge by the MCD in an amount not to exceed two thousand and five hundred dollars ($2,500.00) per violation. The MCD may seek to collect any surcharges assessed hereunder in a court of competent jurisdiction.

The MCD may also collect from a violating MCD Industrial User any and all reasonable attorney fees, including GSD's reasonable attorney fees, related to any and all enforcement action taken against said Industrial User as a result of a violation of any Federal, State, or local Pretreatment standard or regulation.

This administrative surcharge is being enacted in recognition of the following facts:

That federal and state law set discharge limitations, pretreatment standards and regulations, and require Industrial Wastewater Pretreatment Programs;

That violation requires GSD and/or MCD to incur additional administrative costs necessary to track, assess and report on such violations; and,

That each violation presumably has a negative impact on GSD's and/or MCD's wastewater treatment facilities and the environment.

2. Enforcement Response Guide

MCD hereby adopts, approves and incorporates by reference GSD's Enforcement Response Guide (*hereinafter*, ERG), which marked as EXHIBIT A and attached at the end of this Resolution.

Enforcement of this ordinance and industrial wastewater discharge permits shall be according to the procedures outline in the GSD's ERG. MCD shall have all of the powers and rights set forth in GSD's ERG to enforce this Ordinance. All provisions of GSD's ERG shall apply to all of MCD's Industrial Users.

3. MCD's and/or GSD's other Remedies

In response to an Industrial User's violation of this resolution and in addition to pursuing the above listed sanctions against a violator, the MCD and/or GSD may:

(a) Reject the violator's wastewater.

(b) Require the violator to pretreat or modify the wastewater to meet the pollutant limits established in the resolution.

(c) Pursue such other legal action at law or at equity, which the MCD and/or GSD may deem appropriate and which may be provided by statute or common law to the MCD and/or GSD, including injunctive relief and disconnection of a violator.

P. INDUSTRIAL USERS' RECORD KEEPING REQUIREMENTS

1. Any Industrial User subject to the reporting requirements established in this resolution shall maintain records of all information resulting from any monitoring activities required by this resolution. Such records shall include for all samples:

(a) The date, exact place, method, and time of sampling;

(b) The name(s) of the person or persons taking the samples;

(c) The dates analyses were performed;

(d) The names of the persons who performed the analyses;

(e) The analytical techniques/methods used;

(f) The results of such analyses;

(g) A laboratory certification statement;

(h) The signature of an authorized representative; and

(i) Properly completed Chain-of-Custody.

2. Any industrial user subject to the reporting requirements established in this resolution shall be required to retain for a minimum of three (3) years any records of monitoring activities and results and shall make such records available to the USEPA, IDEM, MCD and/or the GSD. This period shall automatically be extended for the duration of litigation concerning pretreatment issues involving the Industrial User, MCD and/or GSD; or as requested by USEPA, IDEM, MCD and/or GSD.

SECTION III

ADMINISTRATION

A. INDUSTRIAL WASTEWATER PRETREATMENT PERMITS REQUIRED

1. All Industrial Users proposing to connect to or discharge into a District sewer must complete an application for an "Industrial Wastewater Pretreatment Permit" before connecting to or discharging into the MCD's POTW.

2. All Significant Industrial Users connected to or discharging into an MCD sewer, who do not currently have an "Industrial Wastewater Pretreatment Permit", must complete an application for an "Industrial Wastewater Pretreatment Permit" within a reasonable time not to exceed thirty (30) days after the effective date of this resolution.

3. All Significant Industrial Users shall obtain an Industrial Wastewater Discharge Permit from GSD before connecting or discharging into GSD's sewers.

4. No person shall knowingly make any false statement, representation, or certification in any application, record, report, plan or other document filed or required to be maintained pursuant to this resolution or Industrial Wastewater Discharge Permit. Nor shall any person falsify, tamper with, or knowingly render inaccurate any monitoring device or method required under this resolution.

B. INDUSTRIAL WASTEWATER PRETREATMENT PERMIT APPLICATION

1. The MCD shall have the authority to prescribe an "Industrial Wastewater Pretreatment Permit" application form. The application form may require the following information:

(a) Name, address, and Standard Industrial Classification number;

(b) Volume of wastewater to be discharged;

(c) The wastewater characteristics, including, but not limited to BOD, suspended solids, ammonia, and pH;

(d) Description of daily, weekly, and seasonal variations in discharges;

(e) Location of building drain and/or building sewer;

(f) Pretreatment standards applicable to the discharge;

(g) If additional pretreatment and/or operation and maintenance is required to meet the pretreatment standards, the Industrial User shall provide it by the shortest possible compliance schedules. The completion date in this schedule shall not be later than the compliance date established for any applicable federal pretreatment standard. The following conditions shall apply to this schedule:

(i) The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the Industrial User to meet the applicable pretreatment standards (e.g. hiring an engineer, completing preliminary plans, completing final plans, executing contracts for major components, commencing construction, completing construction, etc.);

(ii) No increment referred to in paragraph (g) or (i) shall exceed nine (9) months;

(iii) No later than fourteen (14) days following each date in the schedule and the final date for compliance, the Industrial User shall submit a progress report to the MCD and GSD including, as a minimum, whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with this increment of progress, the reason for delay, and the steps being taken by the Industrial User to return the construction to the schedule established. In no event shall more than nine (9) months elapse between such progress reports to the MCD and GSD.

(h) Each product produced by type, amount, process or processes, and rate of production;

(i) The number and type of employees, hours of operation of plant, and proposed or actual hours of operation of pretreatment system;

(j) SIC number according to the Standard Industrial Classification Manual, Bureau of the Budget, 1972, as amended;

(k) Site plans, floor plans, mechanical and plumbing plans and details which show all sewers, sewer connections, and appurtenances by the size, location, and elevation;

(l) Where known, the nature and concentration of any pollutants in the discharge which are limited by any municipal, political subdivision, State, or National Pretreatment Standards, and a statement regarding whether or not the pretreatment standards are being met on a consistent basis, and if not, whether additional operation and maintenance expense and/or additional pretreatment is required for the Industrial User to meet applicable pretreatment standards;

(m) An evaluation of the facilities required, costs (capital and operation and maintenance), and analysis of the feasibility of the providing the capability to suspend or provide holding capacity for permitted discharges during wet weather periods for durations of 6, 12 and 24 hours.

(n) Any other information as may be deemed by the MCD and/or GSD to be necessary to evaluate the Industrial Wastewater Discharge Permit application.

2. The "Industrial Wastewater Pretreatment Permit" application is to be signed and sworn to by:

(a) In case of a corporation or an association, an officer, or his/her duly authorized representative if such representative is responsible for the overall operation of the facility from which the discharge described in the application form originates;

(b) In the case of a partnership, a general partner;

(c) In the case of a sole proprietorship, by the proprietor;

(d) In the case of a governmental agency, by the principal administrator or executive officer;

(e) Any person signing the application statement submitted pursuant to this section shall make the following certification: I certify under penalty of law that this

document and all attachments were prepared under my direction and supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. This statement must be consistent with the provisions of 40 CFR 403.6 (a) (2) (ii) and all amendments thereto; and

(f) Whenever an application for Certification is made by a POTW, existing Industrial User, or new source under 40 CFR 403.6, said application must be made under the terms and conditions set out in said section, and contain the Certification Statement as set out in 40 CFR 403.6 (a) (2) (ii).

C. TERM OF INDUSTRIAL WASTEWATER PRETREATMENT PERMITS

An "Industrial Wastewater Pretreatment Permit" shall be for a term of five (5) years. Any person wishing to continue to discharge to the MCD's POTW beyond the term of the "Industrial Wastewater Pretreatment Permit" shall apply to the MCD for renewal of the "Industrial Wastewater Pretreatment Permit" at least one-hundred eighty (180) days prior to the expiration of said permit.

D. CONDITIONS FOR ISSUANCE OF AN INDUSTRIAL WASTEWATER PRE-TREATMENT PERMIT

The MCD may prescribe conditions to the "Industrial Wastewater Pretreatment Permit" which may include the following:

1. Applicable federal and/or state laws, regulations or orders;

2. Limits on the wastewater characteristics in addition to those contained in this resolution, including, but not limited to, polychlorinated biphenyls and polybrominated biphenyls for the protection of public health or the wastewater treatment system. The MCD shall apply applicable federal categorical pretreatment standards or, in the absence of such standards, limits may be based on the best practical technology;

3. The unit charge or schedule of user charges and fees for the wastewater to be discharged to a GSD sewer, as established by Board;

4. Limits on the average and maximum wastewater constituents and characteristics;

5. Limits on average and maximum rate and time of discharge or requirements for flow regulations and equalization;

6. Requirements for installation and maintenance of inspection and sampling facilities;

7. Specifications for monitoring programs which may include sampling locations, frequency of sampling, number, types and standards for tests, and reporting schedule;

8. Compliance schedules;

9. Requirements for submission of technical reports or discharge reports;

10. Requirements for maintaining and retaining plant records relating to wastewater discharge as specified by the MCD, and affording MCD, GSD, IDEM and/or USEPA access thereto;

11. Requirements for notification of the MCD and GSD of any new introduction of wastewater constituents or any substantial change in the volume or character of the wastewater constituents being introduced into the POTW;

12. Requirements for notification of slug discharges;

13. A statement that indicates Industrial Wastewater Discharge Permit duration, which in no event shall exceed five (5) years;

14. A statement that the Industrial Wastewater Discharge Permit is nontransferable without prior notification to the GSD and MCD in accordance with Section III.G, below, of this resolution, and provisions for furnishing the new owner or operator with a copy of the existing Industrial Wastewater Discharge Permit;

15. A statement of GSD's and/or MCD's available remedies against a person for violation of pretreatment standards and requirements, and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable Federal, State, or local law; and

16. Other conditions as deemed appropriate by the MCD and/or GSD to ensure compliance with this resolution.

E. INDUSTRIAL WASTEWATER PRETREATMENT PERMIT MODIFICATIONS

As soon as possible after promulgation of a categorical pretreatment standard, the "Industrial Wastewater Pretreatment Permit" of Industrial Users subject to such standard shall be revised to require compliance with such standard within the time frame prescribed by such standard. In addition, the Industrial User, with an existing "Industrial Wastewater Pretreatment Permit", shall submit to the MCD and GSD within one hundred eighty (180) days after the promulgation of an applicable categorical pretreatment standard, the information required by Section III. "Industrial Wastewater Pretreatment Permits" of Industrial Users, who must comply with federal categorical pretreatment standards prior

to the effective date of this resolution, shall be revised immediately upon the effective date of this resolution to reflect applicable pretreatment standards. MCD reserves the right to amend any part of a permit issued under this Section to comply with local, State, or federal laws and regulations.

F. FEES FOR INDUSTRIAL WASTEWATER PRETREATMENT PERMITS

The MCD hereby establishes the following "Industrial Waste Pretreatment Permit" fees to defray the costs of processing permit applications and administering the industrial waste pretreatment program. The fees specified in this section shall be payable to the MCD.

1. Permit Application Fees

(a) An initial application fee of $100 shall be remitted upon an Applicant's filing of an "Industrial Waste Pretreatment Permit" application.

(b) A fee of $500 shall be assessed from the Applicant upon the approval of an initial application and the issuance of new "Industrial Waste Pretreatment Permit".

(c) A fee of $300 shall be assessed from a Permittee for the processing of a request from the Permittee to modify an "Industrial Waste Pretreatment Permit". The Permittee shall remit the fee at the time the request for permit modification is filed with the MCD. No fee will be assessed for permit modifications initiated by the MCD and/or GSD.

(d) A fee of $300 shall be assessed from a Permittee for the processing of a request from the permittee to renew an "Industrial Waste Pretreatment Permit".

2. Annual Fee

(a) An annual fee of $100 per year will be assessed from all Permittees.

(b) Permittees will be billed for the annual fee by the MCD no later than November 15 of each year.

(c) Annual fees are due and payable by January 1 of each year.

(d) Failure to remit an annual fee within thirty (30) days of the due date shall result in the assessment of a delinquency charge equal to twenty-five percent (25%) of the annual fee.

(e) Failure to remit the annual fee and any applicable delinquency charge within sixty (60) days of the date in which the annual fee is due shall result in the revocation of the permit. A Permittee whose "Industrial Waste Pretreatment Permit" is revoked for non payment of annual fees must apply for a new "Industrial Waste Pretreatment Permit" to obtain another permit.

G. NONASSIGNABILITY OR TRANSFERABILITY

The "Industrial Wastewater Pretreatment Permits" are issued to a specific person for a specific facility and do not constitute a property interest, nor shall the Industrial Wastewater Discharge Permit be assigned, conveyed or sold to a new owner, new user, different premises or a new or changed operation, without notice to and approval by MCD.

H. PRETREATMENT

Industrial Users shall provide necessary wastewater treatment as required to comply with the resolution and shall achieve compliance with all federal categorical pretreatment standards within the time limitations as specified by all applicable local, State, and federal pretreatment regulations. Any facilities required to pretreat wastewater to a level acceptable to the GSD and MCD shall be provided, operated, and maintained at the Industrial User's expense. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the GSD, MCD, and IDEM for review and approval of such plans before construction of the facility. The review of such plans and operating procedures will in no way relieve the Industrial User from the responsibility of modifying the facility as necessary to produce an effluent acceptable to the GSD and MCD under the provisions of this resolution. Any subsequent significant modifications in the pretreatment facilities or method of operation affecting its discharge shall be reported to and be acceptable to the GSD and MCD prior to the Industrial User's initiation of the changes.

I. INDUSTRIAL WASTEWATER PRETREATMENT PERMIT COMPLIANCE DATE REPORT

Within ninety (90) days following the date for final compliance with applicable pretreatment standards or, in the case of a New Source, following commencement of the introduction of wastewater into the system, any Industrial User subject to pretreatment standards or regulations shall submit to the GSD and MCD a report indicating the nature and concentration of all pollutants in the discharge from the regulated process which are limited by pretreatment standards or regulations and the average and maximum daily flow for these process units in the Industrial User's facility which are limited by pretreatment standards or regulations.

The report shall state whether the applicable pretreatment standards or regulations are being met on a consistent basis and, if not, what additional operation and maintenance and/or pretreatment is necessary to bring the user into compliance with the applicable pretreatment standards or regulations. This statement shall be signed by an authorized representative of the Industrial User.

J. JUNE AND DECEMBER PERIODIC COMPLIANCE REPORTS FOR INDUSTRIAL WASTEWATER PRETREATMENT PERMITS

Any Industrial User subject to a pretreatment standard set forth in this resolution, after the compliance date of such pretreatment standard, or, in the case of a New Source, after commencement of the discharge into the wastewater treatment system, shall submit to the GSD and MCD, during the months of June and December, unless required more frequently in the pretreatment standard or by the GSD or MCD, a report indicating the nature and concentration of pollutants in the effluent which are limited by such pretreatment standards. In addition, this report shall include a record of all daily and average flows reported pursuant to this resolution. At the discretion of the MCD or GSD and in consideration of such factors as local high or low flow rates, holidays, budget cycles, etc., the MCD may agree to alter the months during which the above reports are to be submitted.

Reports of permittees shall contain the results of sampling and analyses of the effluent discharge, including the flow, the nature and concentration or production and mass of pollutants contained therein which are limited by the applicable pretreatment standards. The frequency of monitoring shall be as prescribed in the applicable pretreatment standard. All analyses shall be performed in accordance with 40 CFR Part 136. Where 40 CFR Part 136 does not include sampling or analytical technique for the pollutant in question, sampling and analyses shall be performed in accordance with the procedures set forth in the latest edition of USEPA approved "Standard Methods for the Examination of Water and Wastewater" or with any other sampling and analytical procedures approved by the Administrator of the USEPA.

K. INDUSTRIAL USER HAZARDOUS WASTE REPORTING

Any Industrial User which disposes of hazardous waste, as defined by 40 CFR Part 261, must file reports with the GSD and MCD within one hundred eighty (180) days of the effective date of the categorical pretreatment standards or one hundred eighty (180) days after the final administrative decision on the categorical pretreatment standard, whichever is later. Said reports must contain the information required by 40 CFR 403.12.

L. CONFIDENTIAL INFORMATION

1. The GSD and MCD shall protect any information (other than effluent data) contained in the application forms, or other records, reports or plans as confidential upon showing by any person that such information, if made public, would divulge methods or processes entitled to protection as trade secrets of such person. Said information must be designated as confidential at the time it is provided to the GSD and MCD.

2. Information accepted by the GSD and MCD with a claim for confidentiality shall be safeguarded by the GSD and MCD and shall not be transmitted to any government agency or to the public until and unless a fifteen-day notification is given to the user. During the fifteen-day period, the user shall submit a justification of confidentiality to the GSD and MCD. A determination of confidentiality shall be made by the GSD and MCD pursuant to regulation used by IDEM.

3. This section shall not apply to USEPA and IDEM which shall have immediate and unlimited access to any and all information collected by the GSD or MCD in accordance their industrial pretreatment programs.

M. EMERGENCY SUSPENSION OF INDUSTRIAL USER'S WASTEWATER DISPOSAL SERVICE AND/OR SUSPENSION OF "INDUSTRIAL WASTEWATER PRETREATMENT PERMIT"

Notwithstanding any other provision of this resolution, the MCD may, without notice or hearing, suspend the Industrial User's wastewater treatment service and/or the Industrial User's "Industrial Waste Pretreatment Permit" when such suspension is necessary, in the opinion of the MCD in order to stop an actual or threatened discharge which presents or may present an imminent or substantial endangerment to the health or welfare of persons or to the environment, causes interference to the GSD's and/or MCD's POTW, or causes the GSD and/or MCD to violate any condition of any NPDES permit or other permit issued by IDEM and/or USEPA.

Any Industrial User notified of a suspension of the wastewater treatment service and/or the "Industrial Waste Pretreatment Permit" shall immediately stop or eliminate the contribution. In the event of a failure of the person or Industrial User to comply voluntarily with the suspension order, the MCD shall take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to any POTW or endangerment to any individuals and/or the environment.

The MCD shall reinstate the "Industrial Waste Pretreatment Permit" and/or the wastewater treatment service upon proof of the elimination of the noncomplying discharge. The Industrial User shall pay all costs associated with disconnecting from and reconnecting to the MCD's POTW. A detailed written statement submitted by the Industrial User describing the cause(s) of the harmful contribution and the measures taken to prevent any future occurrence shall be submitted to the MCD within five (5) days of the date of occurrence.

N. REVOCATION OF INDUSTRIAL WASTEWATER PRETREATMENT PERMIT

The MCD may revoke an Industrial User's "Industrial Waste Pretreatment Permit" for any of the following:

1. Violation of any provision of this resolution or of any applicable local, state and/or federal law including regulations;

2. Failure to timely file any discharge reports;

3. Failure to factually report wastewater characteristics;

4. Refusal of reasonable access to the Industrial User's premises for the purpose of review of records, inspection, or monitoring; or

5. Violation of any condition of the "Industrial Waste Pretreatment Permit".

O. NOTICE OF REVOCATION

Except in cases of willfulness or those in which the public health interest or safety requires otherwise, the revocation, withdrawal, or suspension of an Industrial User's "Industrial Waste Pretreatment Permit" is lawful only if, before the institution of proceedings thereof, the Industrial User Permittee has been given:

1. Notice by the MCD, in writing, of the facts or conduct which may warrant the action.

2. Reasonable opportunity to demonstrate or achieve compliance with all lawful requirements.

P. NOTIFICATION OF VIOLATION

Whenever the MCD finds that any Industrial User has violated or is violating this resolution, or any condition of the Industrial User's "Industrial Waste Pretreatment Permit", the MCD may serve upon such Industrial User a written notice stating the nature of the violation. Within fifteen (15) days of the date of the notice, an Industrial User's plan for the satisfactory correction thereof shall be submitted to and actually received by the MCD.

Q. SHOW CAUSE HEARING

MCD may order any Industrial User who causes or allows an unauthorized discharge to enter the wastewater treatment plant to show cause at a MCD hearing why the proposed enforcement action should not be taken. A notice shall be served on the Industrial User specifying the time and place of a hearing to be held before the Director or an appointed hearing officer, the reasons why the action is to be taken, the proposed enforcement action, and directing the Industrial User to show cause why the proposed enforcement action should not be taken. The notice of the hearing shall be served personally or by registered or certified mail at least ten (10) days before the hearing.

R. APPEALS

An Industrial User may file with the Director a written request for reconsideration within fifteen (15) days of any action, decision or determination taken as part of GSD's administrative enforcement program. The request shall set forth in detail the facts surrounding the request. The Director shall make his/her final determination within ten (10) days of the request.

The Industrial User may further appeal to the Board within fifteen (15) days of any final decision of the Director.

S. PUBLICATION OF VIOLATIONS

The MCD and/or GSD shall annually publish in the largest local newspaper a list of the Industrial Users which have been in Significant Noncompliance during the twelve (12) previous months. The notification shall also summarize any enforcement actions taken against the Industrial User(s) during the same twelve (12) months.

T. HAULED WASTEWATER

1. Generators and transporters of septic tank liquid and other hauled wastewater may be allowed to discharge at the GSD Wastewater Treatment Plant at a designated area and at such designated times as established by the GSD Director provided such wastes do not violate GSD's sewer use Ordinance No. 8347 passed and adopted by the Common Council of the City of Gary on 3-2-10, or any duly adopted amendments thereto.

2. No waste hauling vehicle will be allowed to discharge any hauled waste without obtaining from GSD a discharge permit issued under GSD's sewer use Ordinance.

3. Any hauled wastewater is subject to sampling and analysis by the GSD. Samples will be analyzed in accordance with 40 CFR 136 or other methods approved by USEPA or IDEM for evaluation of wastewater.

4. Rates and charges for discharge of hauled wastewater and required sampling and analysis will be as provided in GSD's sewer use Ordinance.

U. SEVERABILITY

If any provision, paragraph, word or section of this Resolution is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, sections, and articles shall not be affected and shall continue in full force and effect.

(Intentionally left blank)

ALL OF WHICH IS RESOLVED AND ADOPTED BY MERRILLVILLE CONSERVANCY DISTRICT'S BOARD OF DIRECTORS OF THE THIS 4TH DAY OF APRIL , 2011.

EDWARD SPERKA, Chairman of the MCD Board of Directors

HELEN SANOK, Vice-Chairperson of the MCD Board of Directors

KENNETH E. SMITH, JR., Secretary-Treasurer of the MCD Board of Directors

JEFFERY MINCHUK, Member of the MCD Board of Directors

EDWARD YERGA, Member of the MCD Board of Directors

GARY SANITARY DISTRICT

ENFORCEMENT RESPONSE GUIDE - (ERG)

EXHIBIT A

GARY SANITARY DISTRICT

ENFORCEMENT RESPONSE GUIDE- (ERG)

Honorable Mayor Rudolph Clay
City of Gary, Indiana

BOARD OF SANITARY DISTRICT COMMISSIONERS

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Charles W. Jackson Jr., Vice President
Cynthia D. Watts, Secretary
Harlee Currie, Member
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Director

Hamilton H. Carmouche
Attorney

In Partnership with White River Environmental Partnership

EXHIBIT A

INDUSTRIAL PRETREATMENT PROGRAM

ENFORCEMENT RESPONSE GUIDE

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INTRODUCTION

This document represents the Enforcement Procedures for the Industrial Pretreatment Program of the Gary Sanitary District (and/or its representative), Gary, Indiana. It is to be understood that if an Industrial User's noncompliance persists after notification by the Industrial Pretreatment Department, the Indiana Department of Environmental Management (IDEM) and /or the United States Environmental Protection Agency (USEPA) may begin enforcement procedures directly against the Industrial User and/or the District. The IDEM and USEPA may also take their own enforcement action when the Control Authority (Gary Sanitary District) has not taken timely action or has failed to impose adequate sanction against the industry in violation. With this in mind, action taken by the Gary Sanitary District is preferable to IDEM and USEPA.

This guide has been tailored, as recommended by USEPA, to include a range of enforcement responses available to the Gary Sanitary District (District). In any particular case, factors may lead to a response which differs from that contained in the guide for a variety of reasons, such as the degree of variance from a pretreatment standards, duration of violation, previous enforcement actions taken against the violator, and the deterring effect of the response.

This guide addresses a board range of pretreatment violations and is not intended to cover all types of violations. It has been developed for guidance and is not intended to limit the enforcement discretion of any of the administering agencies.

If the Industrial User appears to be attempting to comply with pretreatment requirements in good faith, the enforcement actions should be on a more cooperative level than if the Industrial User does not appear to comply in good faith. If a facility appears to be acting in good faith to comply, the District may choose an enforcement response that is not as coercive as one it would choose against a facility not acting in good faith. However, it should be noted when "Good Faith" is measured against the violation, the United State Congress clearly expressed in the Clear Water Act, extraordinary efforts are required by the industrial community to comply with all permits, regulations and requirements.

INDUSTRIAL USER INVENTORY

There is no single reliable source for identification of new industrial facilities. Therefore, discovery of new industries occurs as a result of varied activities. The following list includes a number of resources used by the Gary Sanitary District and/or its representative for the identifying new facilities:

- Telephone listings (Yellow Pages);
- Previous survey results;
- Industrial park tenant lists;
- Sewer connection permits;
- Referrals from other agencies
- Site visits;
- Reports from other regulated industries;
- Citizen reports
- Contact from potential industries;
- Observations by field personnel;
- Newspaper articles;
- Chamber of commerce.

An additional requirement associated with the Industrial User Inventory is maintaining an accurate characterization of the type, volume, and quality of the discharge from the regulated users. This is accomplished by completion of ongoing activities including:

- Annual inspections at each significant industrial user;
- Random inspections at other industries.
- Unscheduled inspections conducted at selected industries;
- Industry's requirement to report change in discharges;
- Observations from field personnel;
- Information submitted on Industrial Discharge Permit Applications; and
- Review of self-monitoring and/or surveillance sampling data.

Updated information collected as part of the District's Industrial Use Inventory activities is recorded in the District's files.

COMPLIANCE MONITORING PROCEDURES

Compliance monitoring activities conducted by the District and/or its representatives are necessary to identify and document violations that can be presented as admissible and irrefutable evidence in administrative action and legal proceedings. Industrial compliance with applicable regulations is determined and evaluated through:

1. Self-monitoring data from industrial users;
2. Inspections conducted by the District or its Representatives;
3. Surveillance sampling and analysis conducted by the District or its Representatives; and
4. Evaluation of application information.

Self-monitoring data are required by all permitted industrial users. Each report must also be signed by an authorized representative of the industry.

Inspections by the Industrial Pretreatment Program (IPP) are conducted to verify compliance and to identify any potential problems or violations. A standard inspection form is used to ensure all areas are evaluated. The form is signed and dated by the inspector. Any noncompliance situations are noted, either on the inspection form or on a separate report, and follow-up is conducted with the industry.

Surveillance sampling and analyzing is the cornerstone of compliance monitoring. Therefore, it requires strict adherence to standard procedures. Trained sampling and inspection personnel collect industrial samples and complete a field chain-of-custody form which accompanies each sample. This form follows the sample through the analytical process to maintain its identity and to assign to it the proper results. Each person receiving custody of the sample is required to sign the chain-of-custody form.

Information submitted by industrial users on the Industrial Discharge Permit Application must also be evaluated for compliance with regulations. The Director, must also determine if the industrial user has failed to document information necessary to complete the application. Failure to disclose vital information is a violation of the permitting program. The application form contains a statement attesting to the accuracy and completeness of the information submitted which must be signed by an authorized representative of the industrial user.

DATA SCREENING

The majority of data to be screened and evaluated is generated through industrial self-monitoring and the District's sampling. All data generated by these two activities are reviewed by the IPP Manager.

Screening and tracking of reports submitted as part of compliance schedule activities are accomplished manually. Action is taken if required reports are not received or if milestones are missed. Compliance schedule files for each industrial user remain open for review pending completion of all activities and demonstration of final compliance.

Test results of the District's sampling of the industrial community is computerized.

IDENTIFICATION OF VIOLATION

The identification of a violation of pretreatment requirements, regardless of the severity, will initiate the enforcement process. Discovery of a violation may occur as a result of any number of activities. The list below represents the most common sources of identifying violations:

1. Review of sampling results;
2. Review of industrial user self-monitoring results;
3. Spill/accidental discharge reports from industrial users;
4. 24 hour notification of violations by the industry;
5. Site visits/inspections by the District and/or its representative;
6. Other information provided by industrial user employees;
7. Observations of filed personnel;
8. Information provided by the public or private citizens
9. Review of compliance schedule requirements;
10. Review of agreed judgement requirements; or
11. Information provide by other agencies (IDEM, EPA, etc.).

When determining an appropriate response, particularly one which includes the imposition of penalties, the specific procedures outlined in the Enforcement Response Section must be followed. However, additional criteria may be used in determination of the response including:

- Magnitude of the violation;
- Duration of the violation;
- Effect of the violation on the POTW's receiving stream;
- Effect of the violation on POTW processes and equipment;
- Compliance history of the industrial user;
- Good faith of the industrial user; or
- Pollutants of particular importance to the POTW.

TRACKING SYSTEM

Industrial users are required to submit various reports and information as a result of a number of compliance activities. It is important that the District have reliable procedures to ensure industrial users submit whatever information is requested by the required dates. Reports or information required by an industry on a regular basis are logged by the District.

The following items may be required from an industrial user by a specific date:

- Self-monitoring reports;
- Industrial discharge permit applications;
- Compliance schedule progress reports;
- Follow-up information subsequent to industrial inspections;
- Written reports following spills, accidental or slug discharges;
- Special discharge permit applications;
- Written response to letters of violation;
- Schedule inspection dates.

A number of reports, forms and correspondence required by a specific due date are tracked by the District. These documents are submitted periodically and are most easily tracked by noting submission dates.

The tracking of timely submission of other information, including applications for industrial discharge is accomplished by reviewing a list of facilities needing applications, sending advance notice to the permittee, and regularly checking the list to determine if the information has been submitted.

SCHEDULING INDUSTRIAL INSPECTIONS

Each permitted industrial user under the Gary Sanitary District's Industrial Pretreatment Program may be randomly inspected at least annually as a minimum. However, many facilities will receive numerous inspections/visits during a given year to track compliance schedule activities, verify changes in discharge or process, maintain a regulatory presence, or scrutinize facilities with discharges most likely to impact the POTW.

The scheduling of annual inspections is done on a random basis by reviewing the current industry list and noting a day and time for the facilities to be inspected. Industries may or may not be given prior notice of the impending inspection.

Other inspections or site visits are conducted according to need. Facilities operating under a compliance schedule are given priority for follow-up visits to verify progress and to document that required activities are being accomplished. Inspections of these facilities may take place at regular intervals. Inspections may also be scheduled at the request of an industrial user to verify compliance with certain requirements or to identify potential problems.

TYPES OF ENFORCEMENT RESPONSES

ENFORCEMENT PROCEDURES

Industries found to be out of compliance with federal, state, or local requirements are subject to the conditions of the Enforcement Response Guide (ERG) of the Industrial Pretreatment Program, Gary Sanitary District. Informal enforcement actions, verbal telephone notices, letters of violation, site visits, show cause hearings, administrative orders, enforcement compliance schedules and administrative fines are conducted by the District and/or its representative. Enforcement actions which require legal action are made by the Board of Sanitary Commissioners.

Violations and discrepancies that have been identified during the review process are to be evaluated as to the type of enforcement response necessary. In order to ensure equitable treatment of violations and provide a stronger basis for selection of appropriate responses to violations, the following Enforcement Response Guide should normally be followed, unless mitigating circumstances can be shown.

The Enforcement Response guide indicates the type of noncompliance, the circumstances which might vary the type of response, and range of responses for that particular category of noncompliance. The Enforcement Response Guide has been developed with the intention of serving the following three main purposes:

1. It recommends enforcement responses that are appropriate in relation to the nature and severity of the violation and the overall degree of non-compliance; and

2. It provides a guide to encourage a uniform application of enforcement responses to comparable levels in types of violations, and it can be used as a mechanism to review the appropriateness of the response; and

3. It allows the industrial community to realize the importance of the Industrial Pretreatment Program with proper operation of equipment and meeting standards and limits, along with responses by the Gary Sanitary District and/or its representatives if and when various violations occur.

The Enforcement Response Guide groups various types of violations into the following four categories:

I. Violations of sampling, monitoring, and reporting.
II. Violations of compliance schedules.
III. Violations of discharge limitations.
IV. Violations detected through inspection and field monitoring.

TYPES OF ENFORCEMENT RESPONSES

In order to provide a concise manual in a usable format, acronyms have been used for several of the types of responses. A definition of the acronyms is as follows and are listed in increasing order of severity:

1. **VTN** – Verbal Telephone Notice – Describes a response to a very minor type of violations which is normally conveyed verbally to the contact person at the industry. This is utilized when there is a minor infraction, such as a report being received one or two days late.

2. **LOV** – Letter of Violation – Is the most widely used and is a written notification to the Industrial User indicating the type of apparent violations and requesting a response within 10 days indicating a reason for the noncompliance and what steps are being taken to eliminate any future violations of this nature.

3. **SV** – Site Visit – A visit to the industrial site to discuss and observe the problem. This can be a substitution for VTN or LOV. The SV can also be made in conjunction with a Letter of Violation. The SV also can require a response within (10) days indicating a reason for the noncompliance and what steps are being taken to eliminate any future violations of this nature. A field visit sheet also needs to be filled out.

4. **SCH** – Show Cause Hearing – Is a meeting to show cause why a proposed enforcement action should not be taken. Notice shall be served on the Industrial User specifying the time and place for the meeting, the proposed enforcement action, the reasons for such action, and a request that the Industrial User show cause why this proposed enforcement action should not be taken. The notice of the meeting shall be serve personally or by registered mail (return receipt requested) at least ten (10) days prior to the hearing. Such notice may be served on any authorized representative of the user. Whether or not the user appears as ordered, immediate enforcement action may be pursued following the hearing date. A Show Cause Hearing shall not be a prerequisite for taking any other action against the Industrial User.

5. **AO** – Administrative Order – An Administration Order would be in such cases where the District believed the Industrial User was committed to providing necessary corrective measures to previous violations and would utilize the Administrative Order to outline minor compliance schedules, along with other conditions that might be required, such as additional monitoring, more reporting, ect. The order would normally contain a short timeframe of about one (1) month to six (6) months.

6. **ESC** – Enforcement Compliance Schedule – This is a formal Enforcement Compliance Schedule signed by both the Gary Sanitary District and the industry involved. This control mechanism is used when serious or long- term violations of discharge limits occur that require the design and installation of new or additional pretreatment equipment. The timeframe will not exceed nine (9) months between

milestone dates. Violations of the ECS can result in the next step, consisting of administrative fines.

7. **AF** – Administrative Fine – An administrative fine would be in such cases where all lower types of enforcement responses have failed and/or where deemed appropriate by the District because of the nature and/or intent of the violation. The next response step is court action. The Administrative Fine exists to try to prevent court activity but yet to correct the problem and/or show the seriousness of the problem to the industry involved. The maximum fine is $2,500.00 per violation with each day being considered a separate violation. The Administrative Fine may also be part of an Administrative Order (AO), Enforcement Compliance Schedule (ECS), or may be instituted as the next step above an AO.

8. **LIT** – Litigation – Litigation is utilized to define several courses of action, including civil suits for injunctive relief and/or civil penalties, criminal suits, termination of service, etc. These types of actions would all involve the courts and the District Attorney and would follow the procedures necessary for due process.

Utilizing the Enforcement Response Guild, the IPP Manager will initiate the appropriate response and see that the files have been updated to show the type of action being taken and the response date, if one is so indicated, in the type of action taken. The IPP Manager will initiate any field surveying which he/she feels appropriate to substantiate previous data received or to double check the response of an Industrial User to the action which they have indicated they have taken.

At the end of each three (3) month period, the IPP Manager will be responsible for reviewing the industry files to determine any SNC's and, if any, the IPP Manager shall be responsible for seeing the SNC's are tabulated on an annual basis and that the name of all SNC's are published in the local daily newspaper. SNC covers a "rolling" six (6) month period.

SIGNIFICANT NONCOMPLIANCE

SNC

SIGNIFICANT NONCOMPLIANCE

Instances of Significant Noncompliance (SNC) are Industrial User violations which meet one or more of the following criteria:

A. Violations of Wastewater Discharge Limits.

1. **Chronic violations.** Sixty-six percent (66%) or more of the measurements exceed the same daily maximum limit or the same average limit in a six month period.

2. **Technical Review Criteria (TRC).** Thirty-three percent (33%) or more of the measurements exceed the same daily maximum limit or the same average limit by more than the TRC in a six month period.

   These are two groups of TRCs:

   Group I for conventional pollutants
   (BOD, TSS, fats, oil and grease) TRC = 1.4
   Group II for all other pollutants TRC = 1.2

3. **Violation or violations of an effluent limit.** Any other violation or violations of an effluent limit (average or daily maximum) that the District and/or its representative believes has caused, alone or in combination with other discharges, interference (e.g., slug loads) or pass through, or endangered the health of the sewage treatment personnel or the public.

4. **Discharge of a pollutant.** Any discharge of a pollutant which has caused imminent endangerment to human health/welfare or to the environment and resulted in the POTW's exercise of its emergency to halt or prevent such a discharge.

B. **Violation of compliance schedule milestones** contained in a local control mechanism or enforcement order for starting construction, completing construction, and attaining final compliance by 90 days or more after the schedule date.

C. Failure to provide reports for compliance schedules, self-monitoring data, or categorical standards (baseline monitoring reports, 90-days compliance reports, and periodic reports) within 30 days from due date.

D. Failure to accurately report non-compliance.

E. Any other violation or group of violation which the District and/or its representatives considers to be significant.

ENFORCEMENT RESPONSES

FOR

A. Sampling Monitoring and Reporting by the Industry.

B. Compliance Schedules

C. Discharge Limitations

D. Noncompliance Found by the Industrial Pretreatment Program through Sampling and Inspections.

ENFORCEMENT RESPONSE

FOR

SAMPLING, MONITORING, AND REPORTING

BY THE INDUSTRY

SAMPLING, MONITORING AND REPORTING BY THE INDUSTRY

NONCOMPLIANCE	CIRCUMSTANCES	RANGE OF RESPONSE
Failure to sample, monitor, or report (routine reports), Baseline Monitoring Reports.	Isolated or infrequent.	**VTN, SV, or LOV** requiring a report within 10 days.
Failure to sample, monitor, report or notify.	IU does not respond to letters, does not follow through on verbal or written agreement, or frequent violation –**SNC**	**AO, ECS, AF** or **LIT**
Failure to notify of effluent limit violation or slug discharge.	Isolated or infrequent. No known effects.	**VTN, SV** or **LOV**. If response no within 10 days, issue an AO.
Failure to notify of effluent limit violation or slug discharge.	Frequent or continued violation - **SNC**.	Show Cause Hearing. **AO, AF,** or including penalties.
Failure to notify of effluent limit violation or slug discharge.	Known environmental or POTW damage results - **SNC**.	**AF, LIT** and penalties.
Minor sampling, monitoring or reporting deficiencies (computational or typographical errors).	Isolated or infrequent.	**VTN, SV,** or **LOV**. Corrections to be made on next submittal. AO if continued.
Major or gross sampling, monitoring or reporting deficiencies (missing information, late reports).	Isolated or infrequent.	**SV, LOV**, or **AO**. Corrections to be made on next submittal.
Major or gross reporting deficiencies.	Continued. Remains Uncorrected 30 days or more – **SNC**.	**AO, AF,** or **LIT**.

Whenever an **LOV** is issued which requires a response and the Industrial User fails to respond, the next level of enforcement should be undertaken.

ENFORCEMENT RESPONSE

FOR

COMPLIANCE SCHEDULES

ENFORCEMENT RESPONSE GUIDE
COMPLIANCE SCHEDULE

(Construction phases or planning)

NONCOMPLIANCE	CIRCUMSTANCES	RANGE OF RESPONSE
Any instance – **SNC**	Any instance – **SNC**	**AF, LIT** penalties. Sewer ban.
Missed interim date.	Will not cause late final date or other interim dates.	**LOV, SV.**
Missed interim date.	Will result in other missed interim dates. Violation for good or valid cause.	**LOV, SV** or **AO.**
Missed interim date.	Will result in other missed interim dates. No good or valid cause - **SNC**.	**LOV, AO, AF** or **LIT.**
Missed final date.	Violation due to strikes, acts of God, etc.	Contact permittee and require documentation of good or valid cause; show cause.
Missed final date.	90 days or more outstanding. Failure or refusal to comply without good or valid cause.	**AO, AF** or **LIT** including penalty.
Failure to install monitoring equipment.	Continued – **SNC.**	**AO, AF** to begin monitoring (using outside contracts, if necessary) and install equipment within minimal time.

Whenever a **LOV** is issued that requires a response and the industrial user fails to respond, the next level of enforcement should be undertaken.

ENFORCEMENT RESPONSE

FOR

DISCHARGE LIMITATIONS

DISCHARGE LIMITATIONS

NONCOMPLIANCE	CIRCUMSTANCES	RANGE OF RESPONSE
Exceeding final limits (categorical local or prohibited)	Infrequent or isolated minor violations.	SV or **LOV**.
Exceeding final limits.	Infrequent or isolated major violations exceed the limits by **TRC** of a single effluent limit.	**LOV, AO, AF** or **LIT**, including penalty if environmental harm resulted.
Exceeding final limits.	Violation(s) which are -**SNC**	**AO, ECS, AF,** or **LIT** including penalty.
Exceeding interim limits. (categorical or local).	Without known damages.	**LOV** or **AO**.
Exceeding interim limits.	Results in known environmental or POTW Damage - **SNC**.	**AO, ECS, AF,** or **LIT** penalty.
Reported slug load.	Isolated without known damage.	**SCH** or **AO**.
Reported slug load.	Recurring – **SNC**.	**LIT** including penalty.
Discharge without a permit or approval.	One time without known environmental or POTW damage.	**AO**.
Discharge without a permit or approval	One time which results in environmental damage or continuing violation–SNC.	**AO, AF** or **LIT** and penalty. Request for criminal investigation.
Discharge without a permit or approval.	Continuing violation with known environmental or POTW damage – **SNC.**	**LIT** and penalty. Request for criminal investigation and disconnect.

Whenever a **LOV** is issued that requires a response and the industrial user fails to respond, the next level of enforcement should be undertaken.

ENFORCEMENT RESPONSE

FOR

NONCOMPLIANCE BY THE

INDUSTRIAL SURVEILLANCE DIVISION

INSPECTIONS, INVESTIGATIONS, OR SAMPLING

NONCOMPLIANCE DETECTED THROUGH INSPECTIONS OR FIELD INVESTIGATIONS BY THE DISTRICT

NONCOMPLIANCE	CIRCUMSTANCES	RANGE OF RESPONSE
Minor violation analytical procedures.	Any instance.	LOV.
Major violation of analytical procedures.	No evidence of intent.	**LOV** or **AO.**
Major violation of analytical procedures.	Evidence of negligence or intent - **SNC.**	**AO, AF** or **LIT** and penalty (possible criminal action).
Minor violation of permit condition.	No evidence of negligence or intent.	**VTN, SV**, or **LOV.** Immediate correction required.
Minor violation of permit condition.	Evidence of negligence or Intent - **SNC.**	**AO, AF,** or **LIT** and penalty (possible disconnect from sewer).

Whenever a **LOV** is issued which requires a response and the industrial user fails to respond, the next level of enforcement should be undertaken.

SNC - This denotes the circumstances of a particular violation would generally be considered.

TRC - Technical Review Criteria.

TIME FRAMES FOR RESPONSES

I. All violations will be identified and documented within five (5) working days of receiving compliance information.

II. Initial enforcement responses (involving contract with the Industrial User and requesting information on corrective or preventative action(s) will occur within thirty (30) days of violation detection.

III. Follow up actions for continuing or reoccurring violations will be taken within sixty (60) days of the initial enforcement response. For all continuing violations, the response will include a compliance schedule.

IV. Violations which threaten health, property or environmental quality are considered emergencies and will receive immediate responses such as halting the discharge or terminating service.

V. All violations meeting the criteria for significant noncompliance (SNC) will be addressed with an enforceable order within thirty (30) days of the identification of significant noncompliance.

EMERGENCY CONTACTS

Gary Sanitary District

Director	(219) 944-0595 ext. 19

White River Environmental Partnership

Project Manager	(219) 944-1211 ext. 1205
Plant Superintendent	(219) 944-1211 ext. 1235
IPP Manager	(219) 944-1211 ext. 1230

MCD EXHIBIT 12

WASTEWATER TREATMENT AGREEMENT

BETWEEN THE

CITY OF GARY SANITARY DISTRICT

AND THE

MERRILLVILLE CONSERVANCY DISTRICT

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WASTEWATER TREATMENT AGREEMENT BETWEEN

THE GARY SANITARY DISTRICT

AND

THE MERRILLVILLE CONSERVANCY DISTRICT

THIS AGREEMENT (hereinafter referred to as "Agreement"), entered into this 10th day of October, 1995, by and between the Gary Sanitary District, a special taxing district of the City of Gary (hereinafter referred to as "GSD"), and the Merrillville Conservancy District, a special taxing district of the State of Indiana (hereinafter referred to as "MCD").

INTRODUCTION

WHEREAS, MCD does not have adequate means of disposing of its wastewater from the MCD; and

WHEREAS, GSD owns and operates an approved wastewater treatment plant that has an approved user charge system and has capacity available for the treatment of wastewater from the MCD; and

WHEREAS, MCD is a special taxing district which renders wastewater disposal service within certain areas in Lake County, Indiana, and desires to contract with GSD to treat wastewater collected by MCD; and

WHEREAS, MCD has connected its sewer system to the wastewater treatment and disposal facilities of GSD and will transport wastewater generated within the jurisdiction of the MCD and its contractual customers to GSD plant to be treated by GSD.

WHEREAS, MCD previously entered into a Sewage Treatment Agreement with the GSD the dated August 24, l982, and amended February 18, l991.

WHEREAS, MCD and GSD are now desirous of renegotiating and restating said Agreement and all amendments thereto;

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that GSD will accept from MCD the wastewater of MCD and its contractual customers and will treat and dispose of the same in a proper manner at its treatment plant subject to the following covenants and conditions.

1. **DEFINITIONS**

A. "USEPA" shall mean United State Environmental Protection Agency.

B. "IDEM" shall mean Indiana Department of Environmental Management.

C. "Wastewater" shall mean a combination of the liquid and water-carried pollutants from residences, business buildings, institutions and industrial establishments, together with such ground, surface and storm waters as may be present.

D. "Flow" shall mean the gallons of wastewater transmitted or received. Flow shall include domestic loadings of CBOD, Phosphorus, Ammonia and suspended solids and such other conventional pollutants as may be acceptable.

E. "Biochemical Oxygen Demand (or BOD)" of polluted waters shall mean the quantity of dissolved oxygen in milligrams per liter required during stabilization of the decomposable organic matter by aerobic biochemical action under standard laboratory procedures for five (5) days at 20 degrees Centigrade. The laboratory determinations shall

be made in accordance with procedures set forth in "Standard Methods".

F. "CBOD" Carbonaceous Biochemical Oxygen Demand shall mean a quantitative measurement of the amount of dissolved oxygen required for the biological oxidation of carbon containing compounds in a sample. The laboratory determinations shall be made in accordance with procedures set forth in "Standard Methods".

G. "Suspended Solids" shall mean solids which either float on the surface of or are in suspension in wastewater or other liquid and which are removable by laboratory filtration. Their concentration shall be expressed in milligrams per liter. Quantitative determinations shall be made in accordance with procedures set forth in "Standard Methods".

H. "Wastewater Treatment Plant" shall mean the wastewater treatment plant operated by GSD and located at Gary Indiana.

I. "Transmission Facilities" shall mean large transmission lines, force mains and lift stations necessary for the transportation of wastewater to the wastewater treatment plant.

J. "Collection System" shall mean the system of local sewers necessary to accept effluent from individual residences, businesses and industries throughout GSD or MCD.

K. "Wastewater facilities" shall mean the combination of "wastewater treatment plant" , "transmission facilities", and "collection system".

L. "MCD" shall mean the Merrillville Conservancy District and shall include for purposes of definition, flows collected from conventional sources and GSD

approved non-conventional sources.

M. "Operation and Maintenance" means the associated costs of manpower, energy, materials and chemicals and other costs necessary to produce a wastewater that will meet the effluent requirements and to keep equipment functioning at satisfactory efficiencies.

N. "Replacement" means expenditures for obtaining and installing equipment, accessories or appurtenances which are necessary during the service life of the wastewater facilities to maintain the capacity and performance for which such facilities were designed and constructed.

O. "National Pollutant Discharge Elimination System (NPDES)" means the federal system for issuing, modifying, suspending, revoking and reissuing, terminating, monitoring and enforcing discharge permits pursuant to the Clean Water Act, as amended.

P. "Sewer Use Ordinance" means the ordinance, resolution, or other local rules regulating use of and discharge into GSD's wastewater facilities.

2. <u>EFFECTIVE DATE</u>

It is understood and agreed between the parties that this Agreement shall become effective after its execution and approval by the Board of Sanitary Commissioners of GSD and the Board of Directors of the MCD and such regulatory agencies as may be legally required.

3. <u>TERM OF AGREEMENT</u>

A. MCD shall have a right for as long as GSD operates its wastewater facilities, to use its facilities for the transportation and treatment of its wastewater or until

this agreement is terminated as provided herein.

B. In the event MCD constructs its own wastewater treatment plant or becomes connected to another system for treatment, MCD may, at its option, terminate this Agreement upon giving GSD thirty (30) days written notice of MCD's intention to do so, and specifying the effective date of the termination.

4. COMPLIANCE WITH APPLICABLE LAWS

A. MCD shall adopt, maintain and enforce the following in such manner as to at all times comply with the "Federal Water Pollution Control Act Amendments of 1972" (Public Law 92-500); particularly Title II, Section 204(b), and the Federal Regulations as contained in the Federal Register Volume 39, No. 29, dated February 11, 1974, and any further or supplementary laws and amendments thereto, in order to permit GSD, on a continuing basis, to receive grants from the USEPA and the State of Indiana, which may, in the future, offer grants incidental to the collection and treatment of wastewater:

(1) A system of charges to assure that each recipient of waste treatment services within its jurisdiction pay its proportionate share of the costs of operation, maintenance and replacement of the wastewater facilities (User Charge System).

(2) An Ordinance, if not already covered by MCD's existing ordinances, prohibiting the discharge of any wastewater or polluted water prohibited by the Sewer Use Ordinance and ensuring that new sewers and connections to the sewer system are properly designed and constructed.

B. In the construction, maintenance and operation of its wastewater

facilities, MCD will comply with all applicable state and federal laws.

C. GSD shall enforce its User Charge and Sewer Use Ordinances beginning at the points of discharge from MCD into GSD's wastewater facilities.

5. INTERCONNECTION

GSD agrees to accept for treatment in its wastewater facilities, wastewater, delivered by MCD at the lines located at Chase Street and 35th Avenue; 46th Avenue and Alley 1-East; and at 46th Avenue and Massachusetts Street as shown on **EXHIBIT A**, which is attached hereto and made a part hereof. **[*See*, APPENDIX OF EXHIBITS, *infra* at p. A-1]**.

The engineering plans and specifications for any additional connections, measuring devices, or appurtenances to connect to GSD's system shall be submitted to GSD at least two (2) weeks before the same are submitted for approval to the IDEM in order to allow GSD to review and make written comment with respect to said submissions.

It is expressly understood and agreed between the parties that all costs of the connection, including the planning, inspection and construction of any transporting gravity sewer line to said connection point shall be borne exclusively by MCD.

6. CAPACITY ALLOCATIONS

A. Wastewater received by GSD from MCD shall meet all criteria of GSD as to acceptable materials, acceptable volume and loadings, and such other criteria as may now or in the future be equitably applied throughout the region served by GSD in meeting requirements of IDEM or the USEPA.

B. Upon discovery that unacceptable substances or materials as defined

by the Sewer Use Ordinance of the City of Gary, Indiana, as amended from time to time, or waste or materials deemed unacceptable pursuant to rules and regulations duly promulgated by the USEPA or IDEM, are being discharged by MCD to GSD, MCD shall be notified and MCD shall forthwith take appropriate steps to insure that such unacceptable materials are excluded from future discharges to GSD. In the event of failure of MCD to take such steps, then MCD shall be liable for any additional costs at the wastewater treatment plant in connection with such unacceptable materials, including any fines as may be levied by IDEM or USEPA for noncompliance with GSD's NPDES permit. Upon discovery that any unacceptable substances or materials are being discharged as set forth above:

(1) GSD shall immediately notify MCD of such unacceptable wastewater or materials, including the location, time or times, the nature of such unacceptable wastewater or materials, and such other information as may be available.

(2) Upon verbal notification and confirmation thereof in writing and the MCD's ability to identify the user responsible for the delivery of such unacceptable wastewater or materials MCD shall notify that user to immediately cease delivery of such materials and/or waste within twenty-four (24) hours.

(3) GSD shall, in the event MCD is unable to identify the location, time and source of such unacceptable wastewater or materials, cooperate with MCD in locating such source. MCD will use its best efforts to correct

or cut off the user delivering unacceptable wastewater or materials to the parties' sewer system.

(4) In the event that the user delivering such unacceptable wastewater or materials through MCD interconnection points to GSD sewer system, cannot be ascertained after diligent inquiry by MCD and GSD, then MCD and GSD shall give notice immediately to IDEM, and request that an emergency investigation be instigated forthwith in regard to the matter. Said emergency investigation shall determine the severity of the damage to GSD's collection and treatment facilities resulting from the discharge of such unacceptable wastewater or materials. After such emergency investigation, IDEM may issue an order mandating MCD to cease delivering such unacceptable wastewater or materials.

(5) In the event MCD does not comply with the said order, then GSD shall have the right to cease receiving sewage from MCD at the violating interconnection point, and may disconnect at MCD's expense, or take other appropriate action consistent with the order of the IDEM until the cause for such action is remedied to the satisfaction of GSD, USEPA, and IDEM. Provided, however, that the right to cease servicing the entire system of MCD, as in this paragraph set forth, shall be only for the delivering of unacceptable wastewater or materials, as provided herein.

C. GSD shall accept, transport and treat all wastewater received by MCD and delivered to GSD including reasonable inflow and infiltration in connection therewith,

together with industrial flow and loadings, all in the same manner as such wastewater is acceptable throughout the total region served by GSD.

D. In recognition of annual capital costs hereafter assigned to MCD and agreed to between the parties, it is further agreed that MCD shall have a right to the use of wastewater treatment facilities equal to an average of daily flow of 8.4 million gallons per day determined on the basis of twelve-months of flow. It is understood between the parties that MCD will have three points of connection to GSD's lines. At the connection point located at 35th Avenue and Chase Street, MCD shall have the right to discharge a daily peak flow, during any 24 hour period, of 30.1 million gallons per day. At the connection points located at 46th Avenue and Alley 1-East, and 46th Avenue and Massachusetts Street, MCD shall have the right to discharge a combined daily peak flow, during any 24-hour period, of 8.4 million gallons per day. The total combined daily peak flow for all connection points, during any 24 hour period, may total 38.5 million gallons per day, provided, however, that current limitations at the 29th Avenue and Chase Street Lift Station restrict MCD's total current combined peak flows to 16.7 million gallons per day.

Should a federal or state regulatory authority require GSD to implement an abatement program, then MCD shall be responsible for its proportionate share of such abatement program.

7. ACCEPTANCE AND TREATMENT OF WASTEWATER

A. Responsibility for Delivery and Transportation

MCD shall be solely responsible for delivery of the wastewater in a form suitable for passage through GSD sewer system. Said wastewater shall be delivered from

MCD's sewer system to the connection point by either a gravity sewer line or force main. GSD shall be solely responsible for transporting the wastewater from the MCD's connection points and delivering same to GSD's wastewater treatment facilities.

B. Treatment

GSD shall be solely responsible for the proper treatment and transportation of the wastewater received from MCD in accordance with the requirements and standards of IDEM, the USEPA, and the terms and conditions of the NPDES permit held by GSD.

C. Wastewater Materials Accepted

MCD shall adopt a Sewer Use Ordinance and User Charge Ordinance as amended form time to time thereafter which shall comply at a minimum with the Sewer Use Ordinance of the City of Gary or GSD as applicable to all users of the system. MCD's Sewer Use and User Charge Ordinances shall also comply with all applicable Rules and Regulations of the USEPA. GSD shall be under no obligation whatsoever to accept any type of waste or toxic materials which are a prohibited discharge under the rules of the USEPA or IDEM. GSD has no obligation to accept radioactive material. It is recognized by MCD that the Sewer Use Ordinance of the City of Gary, Indiana may be amended from time to time so as to change the types of waste which must be accepted by GSD, however, this shall not constitute a waiver of MCD's right to testify or oppose passage of said ordinances and amendments.

8. METERING AND SAMPLING DEVICES

A. MCD shall properly install, maintain and calibrate the required metering and sampling devices for the purpose of measuring the volume and concentration of

wastewater delivered by MCD to the connection points for conveyance and treatment and to provide a sampling and monitoring capability. Said metering and sampling devices shall be constructed in a manner and in a place accessible to GSD. The design of meters and metering point shall be approved by GSD. Each such device shall be subject to the inspection, testing and approval of GSD at all reasonable times during normal business hours.

For said purposes, and for the purposes of reading and recording data from said meters, each party shall, at all times, have complete and free access to said metering point and sampling devices.

The cost of planning, designing, building and installing any additional metering and sampling devices for an additional connection point, including acquisition of real estate, shall be borne exclusively by MCD. In addition, MCD shall assume complete responsibility, including costs, for the installation, maintenance and repair of said metering device and will further defray any costs incurred by reason of testing of the metering devices as requests may be made by GSD from time to time, provided such requests are reasonable as to frequency and nature of tests required.

MCD agrees to provide, install and maintain automatic flow measuring and recording devices with integrator-totalizers, at MCD's own cost and expense, at MCD's Taft Street Lift Station at 6251 Taft Street (S.R. 55); at MCD's Broadway Lift Station at 6250 Broadway; and, at MCD's 57th Avenue Lift Station at 57th Avenue and Massachusetts Street; in Merrillville, Indiana, for the purpose of recording the volume of flow discharged into GSD's system. These automatic flow measuring devices may be installed on the force

mains down stream of the lift stations at locations mutually acceptable to GSD and MCD, rather than at the lift stations. The total daily readings from such volumetric device shall be reported to the GSD monthly and in writing by the MCD before the seventh day of the following month.

GSD, at the GSD's expense, shall provide the necessary telemetry monitoring equipment to transmit to the GSD treatment plant continuous daily flow data from each of the MCD's Lift Station flow meters. MCD, at MCD's expense, will have telephone lines installed for use with the GSD's telemetry monitoring equipment. MCD will pay the monthly bills for the telephone lines used with GSD's monitoring equipment.

B. MCD agrees to have all of MCD's flow, measuring and monitoring devices calibrated by a qualified instrumentation technician quarterly for the first two (2) years after the installation of the monitoring devices; and, if meter performance is acceptable, then semiannually. MCD will provide certification of said calibration to GSD within ten days after MCD obtains the results of said calibration. All measuring and monitoring devices installed by the MCD must be capable of complete on site calibration.

C. The records and reports from such measuring devices will be kept by MCD and made available to GSD for analysis procedures.

D. GSD may inspect such measuring devices at any reasonable time and in the event such a device fails and is not repaired within a reasonable time by MCD, then GSD may repair the same and MCD will pay GSD all costs and expenses for said repair.

E. MCD agrees to provide, install and maintain at its own cost and expense sampling devices which are capable of providing a twenty-four (24) hour flow-

proportioned composite sample at each of the MCD's lift stations. Flow-proportioned composite twenty-four (24) hour sampling will be conducted daily by such laboratory as MCD and GSD may from time to time approve. Parameters to be tested shall include pH, suspended solids, CBOD, phosphorus, ammonia and other testing as required to satisfy IDEM's and the USEPA's regulations. In addition MCD shall test at least semi-annually for "priority pollutants" and "organic pollutants" as defined in 40 CFR Part 136 and mandated by U.S. EPA to be tested by GSD at its Wastewater Treatment Plant. Said testing shall be coordinated with GSD testing. Samples as received from the sampling devices shall be available to both contracting parties. The results of tests on samples shall be provided to the GSD and MCD.

F. MCD shall pay GSD a fee of up to five thousand dollars ($5,000) annually to defray the cost to verify metering the volume of flow and quality of laboratory testing of effluent from MCD to GSD. Both parties shall have access to the measuring and sampling devices for purposes of verifying flow and collecting samples for verification of loadings. Notice of such sampling shall be given to MCD and each party will be given adequate portions of any samples obtained for purposes of measuring and monitoring the quality of wastewater being received by GSD from MCD.

9. <u>COST OF TREATMENT</u>

A. <u>Operation, Maintenance and Replacement Costs</u>

(1) The MCD will pay to the GSD $132,544.00 as a negotiated final settlement for all operation, maintenance and replacement costs for all periods prior to January 1, 1994.

(2) MCD shall pay its fair share of the annual accrual based operation and maintenance costs, including replacement costs and capital costs of transportation and treatment of such wastewater, according to its use of GSD's facilities. Capital costs in this paragraph shall not include replacement items and capital costs included in rhetorical paragraph 9(B) herein.

(3) It is understood and agreed that MCD's current and future user charge rate will be based upon the methodology and formula set forth in the attached **EXHIBIT B [*See*, APPENDIX OF EXHIBITS, *infra* at pp. A-2 -- A-4]**, **EXHIBIT C [*See*, APPENDIX OF EXHIBITS, *infra* at pp. A-5 -- A-11]**, and **EXHIBIT D [*See*, APPENDIX OF EXHIBITS, *infra* at pp. A-12]**.

(4) It is understood and agreed that the attached **EXHIBIT E [*See*, APPENDIX OF EXHIBITS, *infra* at pp. A-13 -- A-22]** is a "sample example", which depicts how the sample rate was determined and provides a sample calculation of an MCD monthly GSD wastewater treatment bill according to the methodology and formula set forth in the attached **EXHIBITS B, C** and **D.**

(5) Commencing January 1, 1994, MCD shall pay to GSD for the treatment of wastewater from MCD monthly amounts calculated, using a user charge rate determined according to the methodology and formula set forth in the attached **EXHIBITS B, C** and **D.**

(6) MCD will be billed on its constituent sample based upon laboratory

tests conducted by GSD. MCD shall receive a portion of the constituent sample used by GSD for billing purposes and MCD shall have the right to obtain independent lab tests on the split sample.

The GSD will maintain proper IDEM and USEPA certification of the GSD's testing procedures. If the GSD's IDEM and USEPA approval of the GSD's testing procedures is allowed to lapse, then the GSD's wastewater tests will not be used for billing purposes. If the MCD's independent testing performed on the split wastewater sample, which is used for the GSD's billing test for the MCD, establishes a major discrepancy with the results of the GSD's test, then the GSD will reevaluate the GSD's test results and in good faith attempt to negotiate a resolution of the discrepancy with the MCD.

(7) In addition, MCD's charges for interceptors and pumping stations shall be based upon the methodology and allocation set forth in the attached **EXHIBITS B, C** and **D.**

B. <u>Capital Costs</u>

(1) In recognition of the past local costs incurred by GSD in the construction of its wastewater treatment plant, MCD agrees to pay to GSD the MCD's fair share of said costs once that amount has been agreed upon by the parties or established legally. As an interim measure the MCD agrees to pay GSD those capital costs identified in **EXHIBIT F [*See*, APPENDIX OF EXHIBITS, *infra* at pp. A-23 -- A-28].** The parties agree, that as additional cost information is established, the interim amounts of the MCD's share of

the GSD's capital costs as shown in **EXHIBIT F** will be modified accordingly.

(2) MCD's share of GSD's capital costs, pursuant to **EXHIBIT F** and as later modified, shall be payable in equal semi-annual installments commencing on June 30th or December 31st after this Agreement commences and thereafter, semi-annually, on those dates until said sum, with interest has been paid in full, whereupon liability for such payments by MCD shall cease. It is agreed that unless MCD receives notice of additional capital costs from GSD by June 30th of a calendar year, then payment of such additional capital costs shall not be budgeted by the MCD until the following year.

(3) Local costs (total less grant funds received) necessary for future improvements to GSD's wastewater treatment plant shall be shared by MCD and GSD on the basis of capacity reserved for each community or user of the facility being improved. Such future capital costs and the responsibility of each party hereto shall be negotiated and agreed upon between the parties at such time as improvements become necessary.

(4) It is agreed that at the commencement of this Agreement, 10.5 percent of GSD's primary wastewater treatment capacity of 80 million gallons per day is reserved to MCD and 89.5 percent to GSD and 14 percent of GSD's secondary and tertiary capacity of 60 million gallons per day is reserved to MCD and 86 percent to GSD. Further MCD has reserved 10.5% of GSD's dewatering facility capacity. To utilize these percentages of such

capacity, MCD is entitled to transport 8.4 million gallons per day (average daily flow on an annualized basis) of wastewater to GSD.

In the event MCD shall transport wastewater to the GSD plant in excess of 8.4 million gallons per day (average daily flow on an annualized basis) and thereby use in excess of their 8.4 million gallons per day (average daily flow on an annualized basis) and thereby use in excess of their allotted capacity before such plant is increased in capacity, and in the event GSD plant has capacity sufficient to accept such increased amount of wastewater, then MCD agrees to pay to GSD a surcharge appropriate to the additional plant capacity used by MCD on account of this increased amount of wastewater.

Prior to the commencement of a year in which it would appear that MCD might transport to GSD for treatment wastewater in excess of 8.4 million gallons per day (average daily flow on an annualized basis) and in any event prior to MCD's transporting a maximum annual flow in excess of that stated per year, MCD and GSD shall reach Agreement as to the amount of such surcharge and the terms and conditions of its payment. Both parties understand and agree that the payments called for by paragraphs 9-A and 9-B of this Agreement are intended to compensate and reimburse GSD for services rendered in the treatment and disposal of wastewater from MCD. Such payments shall not entitle MCD to any possessory or proprietary rights in the wastewater treatment facility of GSD. GSD reserves the right to

operate and maintain such facility and shall have sole discretion as to the methods of operation and the necessity for the nature and extent of improvements thereto.

(4) In order to provide advance notice of future capital costs, GSD shall provide MCD with copies of any facilities plan for which GSD intends to request participation by MCD, at least 30 days prior to GSD's submittal of the proposed facilities plan to IDEM or to the USEPA.

MCD shall be given notice, not less than four weeks in advance, of any meeting in which a proposed bond ordinance or resolution may be placed on an agenda for adoption by GSD or the City of Gary, so as to allow MCD to remonstrate or otherwise voice its opinions concerning such proposed facility.

10. <u>EXCESS LOADINGS</u>

In the event of future changes in the cost of treatment of suspended solids, CBOD, Phosphorus, Ammonia based upon the studies in conformity with USEPA requirements, MCD shall be subject to any such increased or decreased charges for such excessive pollutants. In the event that future charges are made for other excessive pollutants received by GSD, and such charges are uniformly applied throughout the region served by GSD and its contract customers, MCD shall be subject to such charges.

11. <u>BILLING AND PAYMENT</u>

The volume and strength of wastewater accepted by GSD into GSD's wastewater facilities for processing from MCD as measured by metering and sampling devices,

identified above, shall be determined monthly and GSD shall bill MCD within thirty (30) days thereafter for the charges applicable under rate schedules then in effect for the previous thirty (30) day metered period with said bill showing appropriate meter readings and loadings of CBOD, Phosphorus, Ammonia, and suspended solids. In the event that MCD should fail to make payment to GSD of the amount of such invoice within 45 days of the date that MCD is billed (post-mark date), then MCD shall be liable for and shall pay to GSD interest on such delinquency for each day the MCD's payment is delinquent at the same interest rate allowed on money judgments according to I.C. 24-4.6-1-101.

12. RATE COVENANTS OF MCD

MCD shall institute, maintain and enforce a system of charges in accordance with Section 204 (b)(1), Public Law 92-500 as amended and supplemented and the guidelines and regulations promulgated from time to time by the USEPA.

13. ADJUSTMENT OF COST AND PRIOR ADJUSTMENTS

A. This Agreement shall be effective as to the determination of the cost of wastewater transportation and treatment for services provided on and after January 1, 1994. Capital costs shall be paid to GSD pursuant to paragraph 9-B of this agreement. Operation, Maintenance and Replacement costs shall be paid monthly.

B. Commencing calendar year l994, the Operation, Maintenance and Replacement cost rate shall be based upon GSD's projected annual budget and shall be reviewed at the end of each calendar year in each category under conditions and circumstances existing at the time for any necessary adjustment.

C. GSD agrees to install and maintain a measuring device at GSD's plant

in order to accurately measure the amount of flow coming to the plant. GSD further agrees to provide MCD with accurate measurements of the flow in 1994 and each year thereafter, during the life of this Agreement.

D. GSD agrees to install an improvement where accurate influent measurement of wastewater concentration may be taken during 1994 and thereafter. GSD further agrees that in 1994 and each year thereafter, it will supply the MCD with said measurements.

E. Effective through March 31, 1997, GSD agrees to supply to MCD by April 1 of each calendar year a description or work paper to support the allocation of operating costs of the prior calendar year, in order to further aid the parties in determining proper rates and charges. This description or work paper may be no more than the GSD's Director's best estimate of the labor hours and costs and material costs associated with the allocation.

F. Beginning on January 1, 1997, In order that continuing cost data may be available regarding the annual cash operation expenses of the wastewater treatment plant, transmission facilities, collections systems, etc., GSD will maintain such records as may be necessary to accurately reflect the functional costs of the system. GSD shall provide copies of such records to MCD by April 1, for the prior calendar year. Such functional costs categories shall include, but not be limited to the following:

(1) Wastewater treatment plant costs including those specific costs associated with the treatment of CBOD, Phosphorus, Ammonia, suspended solids and other pollutants.

(2) Transmission costs including the cost of operating, maintaining and replacing specific lift stations and major transmission lines and mains.

(3) Costs of maintaining a collection system throughout GSD.

(4) Costs of accounting and billing customers within GSD.

(5) Costs of industrial surveillance within GSD.

(6) Costs of solid waste collection and disposal (if any).

(7) General administrative costs of the system.

(8) Costs of capital equipment.

(9) Annual replacement cost by treatment plant, transmission (lift stations and interceptor sewers) and local and lateral sewers.

G. Beginning on January 1, 1997, records shall be maintained disclosing the gross volume of flow and loadings reaching the wastewater treatment plant, together with such other flow factors as inflow and infiltration amounts (inflow and infiltration amounts may be assumed) received within GSD, volume of use of specific lift stations by GSD versus volume used by MCD and such other data as may be necessary to determine the fair share of costs payable by MCD. GSD shall provide copies of such records to the MCD by April 1, for the prior calendar year.

H. The GSD will develop actual in process removal data for use in allocating costs rather than design data. Commencing in 1995, and on an annual basis thereafter, the parties shall use the information supplied by the GSD, which is referred to above in rhetorical paragraph 13 and is entitled "ADJUSTMENT OF COST AND PRIOR ADJUSTMENTS", in order to reallocate costs.

14. RESOLUTION OF DISAGREEMENTS

A. The parties agree that this Agreement supersedes all previous agreements and shall be retroactive to January 1, 1994. Except, however, this Agreement is not meant to extinguish any rights which GSD has pursuant to previous agreements to collect unpaid, unbilled or delinquent user charges, capital costs or MCD's proportionate share of Bond issues which inured to GSD's benefit prior to the execution of this agreement.

If either party determines that this Agreement, in any way, is inequitable or unfair to its citizens, such party may, by thirty (30) days written notice, request re-negotiation of any part of this Agreement and the other party will in good faith participate in such negotiations.

If the parties are unable to solve their problems by negotiations, then they shall in good faith attempt resolve their dispute pursuant to one of the methods contained in the Supreme Court of Indiana's RULES FOR ALTERNATIVE DISPUTE RESOLUTION before pursuing conventional litigation.

During this period of re-negotiation and/or dispute resolution, MCD shall continue to meet its financial obligations to GSD in accordance with the provisions of this Agreement, and GSD shall continue to accept and treat MCD's wastewater.

B. At the time of the execution of this Agreement, there are additional charges which may be incurred by GSD pursuant to a consent decree which it executed to settle certain charges filed by USEPA. It is agreed and understood that MCD shall be responsible for its pro rata share of any costs for improvements required by the USEPA,

IDEM or any other regulatory agency, but excluding fines and penalties. It is understood between GSD and MCD that each party may retain counsel to participate in any litigated disputes for the purpose of protecting their respective interests.

15. LITIGATION

MCD agrees and undertakes to hold harmless and indemnify GSD from any liability damages losses, expenses or costs and from any action, negligence, or failure to act on the part of MCD in operation of its wastewater system.

GSD agrees and undertakes to hold harmless and indemnify MCD from any liability damages losses, expenses or costs and from any action, negligence, or failure to act on the part of GSD in operation of GSD's wastewater facilities.

16. OPERATIONS

A. Both parties will, at all times, use reasonable and diligent care to keep their wastewater facilities in good operating condition.

B. All parts of the sewage works and all records and accounts relating to the matters covered by this Agreement and the applicable sewer ordinances shall be made available for inspection by either party at any reasonable time.

C. Both parties will cooperate with each other in the enforcement of their sewer related ordinances.

D. Neither party shall be liable to the other for damages in case of an operational or system failure not due to its negligence or which is caused by an event beyond its control.

E. GSD agrees to have all flow, measuring and monitoring devices

calibrated by a qualified instrumentation technician quarterly for the first two (2) years after this Agreement is entered by the parties; and, if meter performance is acceptable, then semiannually. GSD will provide certification of said calibration to MCD within ten days after GSD obtains the results of said calibration. All measuring and monitoring devices used by the GSD must be capable of complete on site calibration. The MCD shall have the right to be present during such calibration.

H. MCD shall have the right, through designated representatives, at any reasonable time, to review the records of GSD for the purpose of determining compliance with this Agreement and to obtain such information as may be pertinent thereto.

I. GSD shall supply contemporaneously to MCD, a copy of the monthly report of operations as submitted to the USEPA and IDEM. GSD shall also supply MCD with annual financial statements.

17. <u>COMPLIANCE WITH RULES, REGULATIONS, STANDARDS, AND LAWS</u>

This Agreement shall comply with all state and federal regulations and laws regarding the collection and treatment of wastewater and the operation of their respective systems. In the event studies and/or rehabilitations are necessary or required as a condition of GSD receiving a wastewater grant, MCD shall fully cooperate with GSD to satisfy such requirements.

18. <u>ANNUAL MEETING</u>

There shall be an annual meeting of the Board of Sanitary Commissioners of GSD, together with the Board of Directors of MCD for the purpose of reviewing matters of interest to all parties and to promote better understanding and a harmonious relationship

between the communities in regard to the mutual problems associated with the collection and treatment of wastewater. Discussions at such meetings shall include plans of GSD and MCD as to additional facilities and the financing thereof, requirements of State and Federal agencies and other subject matters to assist in the abatement of pollution in the area. The first meeting shall be at GSD's offices. Subsequent meetings shall alternate between the two parties' offices. The annual meetings shall be held during December of each year. It is also contemplated that a review of annual charges for purposes of establishing the rate for the following year shall be discussed.

19. NOTICES

Any notices required or desired to be given under this Agreement may be served personally or by mail. Any notice given by mail shall be deemed to have been served upon certified mailing. At the date of execution of this Agreement, GSD's address is 3600 West 3rd Avenue, Gary, Indiana, Attention of the Director; MCD's office address is 6250 Broadway, Merrillville, Indiana 46410.

20. BENEFITS

All of the provisions of this Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of this Agreement.

21. CHANGES IN REGULATORY AUTHORITY

Reference has been made throughout this Agreement to USEPA, and to other regulatory agencies, either by name or description. It is understood, by and between the parties, that any such reference to any regulatory agency shall apply not only to each regulatory agency as presently exists but also to any other agency which may assume the

functions of such agency in the future.

22. SEVERABILITY

In the event that any provision of this WASTEWATER TREATMENT AGREEMENT conflicts with any applicable law, such conflict shall not affect any other provision of this Agreement which can be given effect without the conflicting provision. To this end the provisions of this Agreement are declared to be severable.

23. COMPLETE AGREEMENT

The terms and provisions herein contained constitute the entire Agreement between the parties and shall supersede all previous Agreements and/or Contracts.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have executed this instrument as of the day and year first above written.

SIGNED AND DATED THIS 10TH DAY OF OCTOBER, 1995.

GARY SANITARY DISTRICT

JEFFREY HUGHES, GSD President

ROLAND DUNGY, GSD Vice President

MERRILLVILLE CONSERVANCY DISTRICT

JOSEPH T. SANOK, Chairman of the MCD Board of Directors

PAUL L. VOLK, MCD Vice-Chairman

ROLAND ELVAMBUENA, GSD Secretary

AUDREY J. DEMMON,
MCD Secretary-Treasurer

EDWARD M. SPERKA,
MCD Finance Committee Chairman

DONALD M. MRISCIN,
MCD Board Member

WASTEWATER TREATMENT AGREEMENT

BETWEEN THE

CITY OF GARY SANITARY DISTRICT

AND THE

MERRILLVILLE CONSERVANCY DISTRICT

APPENDIX OF EXHIBITS

EXHIBIT A A-1

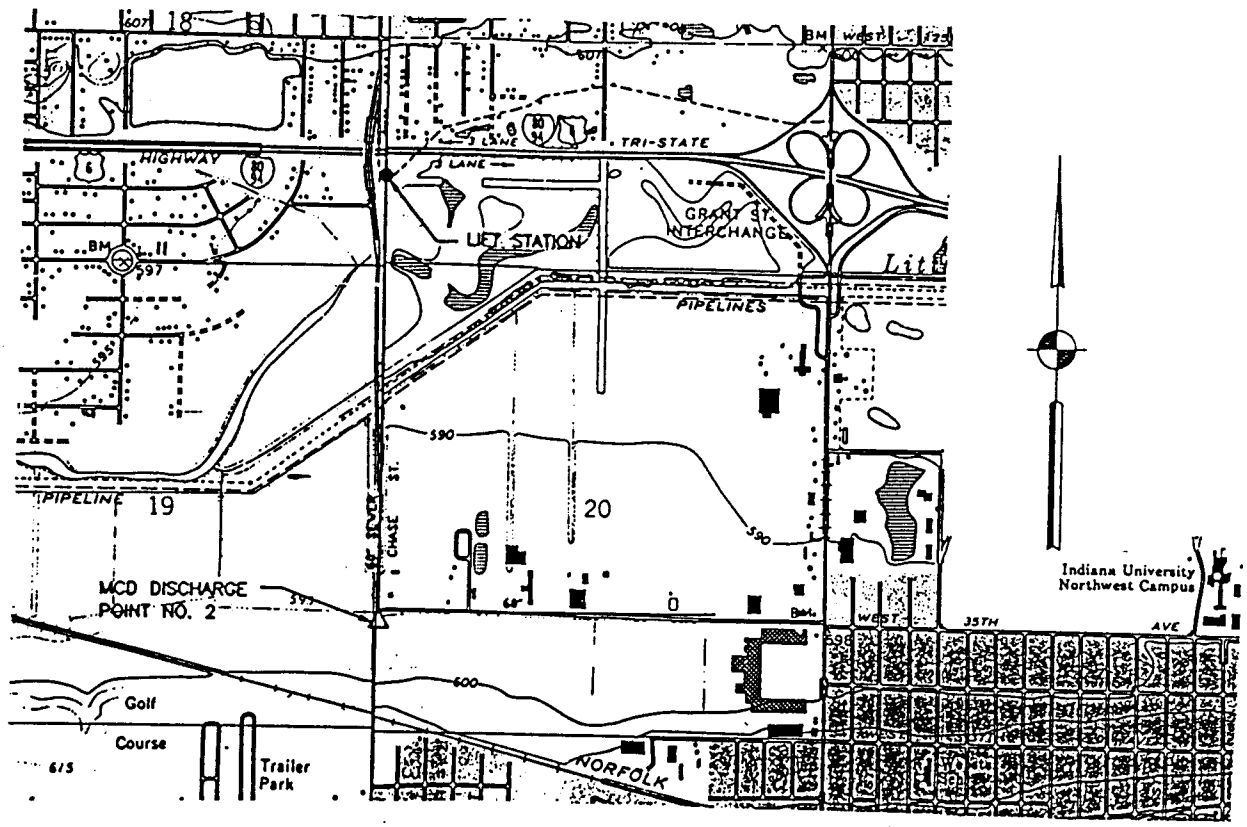
EXHIBIT B A-2

EXHIBIT C A-5

EXHIBIT D A-12

EXHIBIT E A-13

EXHIBIT F A-23


HIGHWAY
TRI-STATE
LIFT STATION
GRANT ST. INTERCHANGE
PIPELINES
PIPELINE
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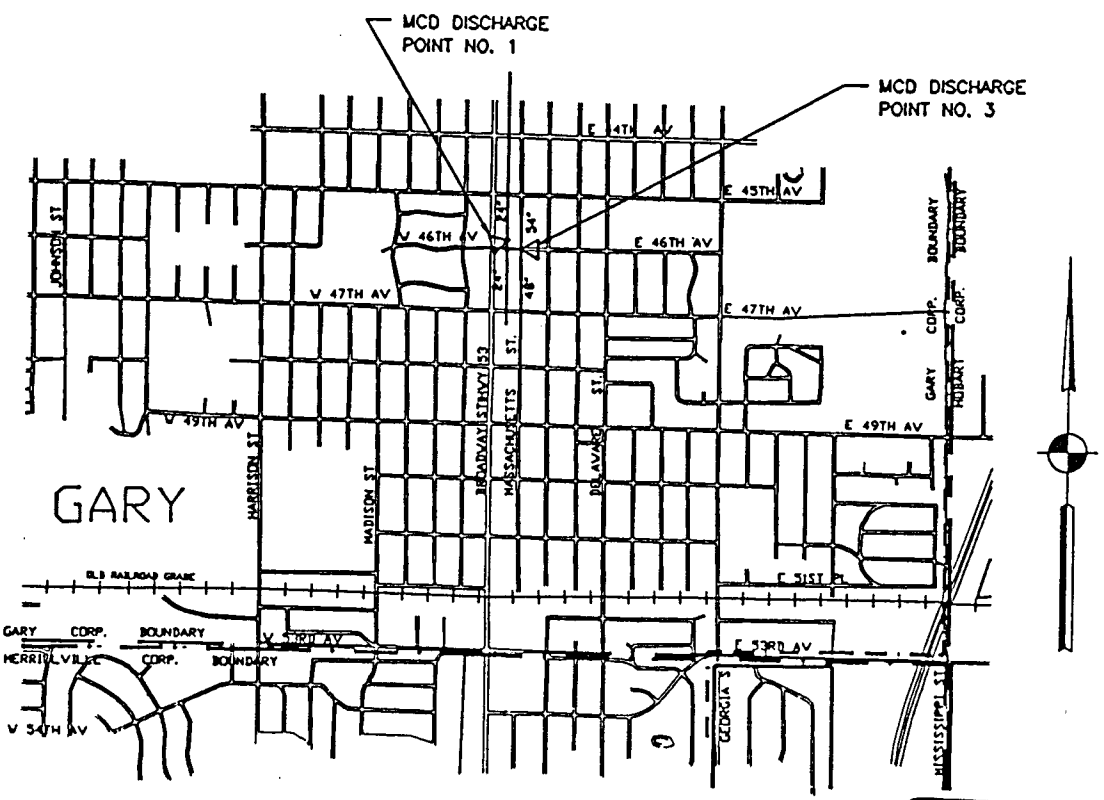
590
600
MCD DISCHARGE POINT NO. 2
Golf
Course
Trailer Park
NORFOLK
Indiana University Northwest Campus
35TH
AVE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HARRISON ST
MADISON ST
BROADWAY STHWY 53
MASSACHUSETTS ST.
DELAWARE ST.
GARY
GARY CORP. BOUNDARY
HERRILLVILLE CORP. BOUNDARY
GEORGIA ST
MISSISSIPPI ST
HOBART CORP. BOUNDARY

EXHIBIT A

EXHIBIT E

GARY SANITARY DISTRICT
Gary, Indiana

SCHEDULE OF ALLOCATED COST OF SERVICE

		Specific Identification				Common to All					
	Sample Operating Budget	Gary Volume	Merrillville Volume	Lake Station Volume	Hobart Volume	Volume	CBOD	Suspended Solids	Phosphorus	Ammonia	Industry
Sewer Collection & Maintenance:											
Sanitary sewers	$1,254,939	$1,003,951	$	$	$	$ 250,988	$	$	$	$	$
27th & Chase Street	107,239	71,496	35,743								
15th & Clay Street	36,713	24,477		12,236							
Other pump stations	117,505	117,505									
Totals	1,516,396	1,217,429	35,743	12,236	-0-	250,988	-0-	-0-	-0-	-0-	-0-
Plant Operations & Maintenance:											
Plant operations:											
Outside pump station & screening room	109,976					109,976					
Grit removal	54,988					54,988					
Raw sewage pumping	54,988					54,988					
Primary treatment	93,272						41,686	51,586			
1st stage aeration	96,442						56,765	38,313	1,364		
1st stage pump station & 2nd stage aeration	338,827						174,127	84,009		80,691	
Final settling tanks	57,426					57,426					
2nd stage pump station & filter bldg.	145,333						59,027	86,307			
Chemical building	39,138								39,138		
Chlorine building	78,275					78,275					
Gravity/flotation thickener & boiler building	150,576						76,563	68,907	1,184	3,922	
Totals	1,219,241	-0-	-0-	-0-	-0-	355,653	408,161	329,122	41,686	84,613	-0-

(See Cost Allocation Methodology)

SAMPLE

A-13

GARY SANITARY DISTRICT
Gary, Indiana

SCHEDULE OF ALLOCATED COST OF SERVICE

		Specific Identification				Common to All					
	Sample Operating Budget	Gary Volume	Merrillville Volume	Lake Station Volume	Hobart Volume	Volume	CBOD	Suspended Solids	Phosphorus	Ammonia	Industry
Plant Maintenance:											
Outside pump station & screening room	$ 168,731	$	$	$	$	$ 168,731	$	$	$	$	$
Grit removal	135,019					135,019					
Raw sewage pumping	67,423					67,423					
Primary treatment	371,173						165,887	205,286			
1st stage aeration	67,423						39,684	26,786	953		
1st stage pump station & 2nd stage aeration	337,461						173,425	83,669		80,366	
Final settling tanks	101,134					101,134					
2nd stage pump station & filter building	219,297						89,066	130,232			
Chemical building	16,856								16,856		
Chlorine building	33,711					33,711					
Gravity/flotation thickener & boiler building	219,472						111,595	100,435	1,725	5,717	
Totals	1,737,700	-0-	-0-	-0-	-0-	506,018	579,657	546,408	19,534	86,083	-0-
Sludge hauling	1,745,714	-0-	-0-	-0-	-0-	-0-	-0-	1,745,714	-0-	-0-	-0-

(See Cost Allocation Methodology)

SAMPLE

A-14

EXHIBIT E

GARY SANITARY DISTRICT
Gary, Indiana

SCHEDULE OF ALLOCATED COST OF SERVICE

		Specific Identification				Common to All					
	Sample Operating Budget	Gary Volume	Merrillville Volume	Lake Station Volume	Hobart Volume	Volume	CBOD	Suspended Solids	Phosphorus	Ammonia	Industry
Power:											
Outside pump station & screening room	$ 1,120	$	$	$	$	$ 1,120	$	$	$	$	$
Grit removal	30,520					30,520					
Raw sewage pumping	250,880					250,880					
Primary treatment	75,180						33,600	41,580			
1st stage aeration	346,360						203,862	137,597	4,901		
1st stage pump station & 2nd stage aeration	664,720						341,607	164,812		158,301	
Final settling tanks	8,260					8,260					
2nd stage pump station & filter building											
Chemical building	4,620								4,620		
Chlorine building	9,100					9,100					
Gravity/flotation thickener & boiler building	9,240						4,698	4,228	73	241	
Totals	1,400,000	-0-	-0-	-0-	-0-	299,880	583,767	348,217	9,594	158,542	-0-

(See Cost Allocation Methodology)

SAMPLE

A-15

EXHIBIT E

GARY SANITARY DISTRICT
Gary, Indiana

SCHEDULE OF ALLOCATED COST OF SERVICE

		Specific Identification				Common to All					
	Sample Operating Budget	Gary Volume	Merrillville Volume	Lake Station Volume	Hobart Volume	Volume	CBOD	Suspended Solids	Phosphorus	Ammonia	Industry
Administration & General:											
Billing & collecting	$ 418,684	$ 409,684	$ 3,000	$ 3,000	$ 3,000	$	$	$	$	$	$
Plant laboratory	364,763						185,471	166,924	2,866	9,501	
Pretreatment	393,163		10,000	10,000	10,000						
Security & safety	240,586					240,586					363,163
Totals	1,417,196	409,684	13,000	13,000	13,000	240,586	185,471	166,924	2,866	9,501	363,163
Subtotals	9,036,247	1,627,113	48,743	25,236	13,000	1,653,125	1,757,063	3,136,385	73,680	338,739	363,163
Subtotal percentages	100.00%	18.01%	0.54%	0.28%	0.14%	18.29%	19.44%	34.71%	0.82%	3.75%	4.02%
Administration station	781,254	140,677	4,214	2,182	1,124	142,926	151,912	271,165	6,370	29,287	31,398
Accounting	260,224	46,857	1,404	727	374	47,606	50,599	90,321	2,122	9,755	10,458
Personnel	140,309	25,265	757	392	202	25,669	27,283	48,700	1,144	5,260	5,639
Bd. of Commissioners	144,224	25,970	778	403	207	26,385	28,044	50,059	1,176	5,406	5,796
Miscellaneous	592,876	106,756	3,198	1,656	853	108,463	115,283	205,781	4,834	22,225	23,827
Total	1,918,887	345,525	10,351	5,359	2,761	351,048	373,121	666,025	15,646	71,933	77,119

(See Cost Allocation Methodology)

SAMPLE

A-16

EXHIBIT E

GARY SANITARY DISTRICT
Gary, Indiana

SCHEDULE OF ALLOCATED COST OF SERVICE

		Specific Identification				Common to All					
	Sample Operating Budget	Gary Volume	Merrillville Volume	Lake Station Volume	Hobart Volume	Volume	CBOD	Suspended Solids	Phosphorus	Ammonia	Industry
Replacement Costs:											
Sewer collection & maintenance:											
Sanitary sewers	$	$	$	$	$	$	$	$	$	$	$
27th & Chase Street	46,350	30,902	15,448								
15th & Clay Street	62,724	41,818		20,906							
Other pump stations	29,546	29,546									
Totals	138,620	102,266	15,448	20,906	-0-	-0-	-0-	-0-	-0-	-0-	-0-
Plant:											
Outside pump station & screening room	143,288					143,288					
Grit removal	93,944					93,944					
Raw sewage pumping	64,185					64,185					
Primary treatment	221,932						99,187	122,745			
1st stage aeration	90,196						53,088	35,832	1,276		
1st stage pump station & 2nd stage aeration	361,165						185,606	89,548		86,011	
Final settling tanks	80,557					80,557					
2nd stage pump station & filter building	187,736						76,248	111,488			
Chemical building	31,978								31,978		
Chlorine building	63,956					63,956					
Gravity/flotation thickener & boiler building	191,101						97,170	87,452	1,501	4,978	
Total	1,530,038	-0-	-0-	-0-	-0-	445,930	511,299	447,065	34,755	90,989	-0-
Sludge Hauling:	122,329	-0-	-0-	-0-	-0-	-0-	-0-	112,329	-0-	-0-	-0-
Replacement costs subtotal	1,790,987	102,266	15,448	20,906	-0-	445,930	511,299	569,394	34,755	90,989	-0-

(See Cost Allocation Methodology)

SAMPLE

A-19

EXHIBIT E

GARY SANITARY DISTRICT
Gary, Indiana

SCHEDULE OF ALLOCATED COST OF SERVICE

		Specific Identification				Common to All					
	Sample Operating Budget	Gary Volume	Merrillville Volume	Lake Station Volume	Hobart Volume	Volume	CBOD	Suspended Solids	Phosphorus	Ammonia	Industry
Other Capital Items:											
Sewer collection & maintenance:											
Sanitary sewers	$ 100,919	$ 80,735	$	$	$	$ 20,184	$	$	$	$	$
27th & Chase Street											
15th & Clay Street	18,550	12,367		6,183							
Other pump stations											
Totals	119,469	93,102	-0-	6,183	-0-	20,184	-0-	-0-	-0-	-0-	-0-
Plant:											
Outside pump station & screening room											
Grit removal											
Raw sewage pumping											
Primary treatment											
1st stage aeration											
1st stage pump station & 2nd stage aeration											
Final settling tanks											
2nd stage pump station & filter building											
Chemical building											
Chlorine building											
Gravity/flotation thickener & boiler building											
Total	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-
Sludge Hauling:	2,905	-0-	-0-	-0-	-0-	-0-	-0-	2,905	-0-	-0-	-0-

(See Cost Allocation Methodology)

SAMPLE

A-18

EXHIBIT E

GARY SANITARY DISTRICT
Gary, Indiana

SCHEDULE OF ALLOCATED COST OF SERVICE

		Specific Identification				Common to All					
	Sample Operating Budget	Gary Volume	Merrillville Volume	Lake Station Volume	Hobart Volume	Volume	CBOD	Suspended Solids	Phosphorus	Ammonia	Industry
Administration & General:											
Billing & collecting	$ 18,063	$ 18,063	$	$	$	$	$	$	$	$	$
Plant laboratory	21,645						11,006	9,905	170	564	
Pretreatment	43,289		10,000	10,000	10,000						13,289
Security & safety	73,356					73,356					
Totals	156,353	18,063	10,000	10,000	10,000	73,356	11,006	9,905	170	564	13,289
Administration	2,886	520	16	8	4	528	562	1,002	24	108	116
Accounting &	24,629	4,435	133	69	35	4,506	4,789	8,548	201	923	990
Personnel	3,197	576	17	9	5	585	621	1,110	26	120	128
Bd. of Commissioners											
Miscellaneous											
Total	30,712	5,530	166	86	44	5,619	5,972	10,660	250	1,151	1,234
Grant capital items subtotal	309,439	116,696	10,166	16,268	10,044	99,158	16,978	23,470	420	1,715	14,523
Grand total	$13,055,560	$2,191,599	$ 84,708	$ 67,770	$ 25,805	$2,549,262	$2,658,460	$4,395,274	$ 124,502	$ 503,376	$ 454,806
Grand total percentages	100.00%	16.79%	0.65%	0.52%	0.20%	19.53%	20.36%	33.66%	0.95%	3.86%	3.48%
Grand total	$13,055,560										
Less: Interest income	(50,000)										
Misc. income	(40,860)										
	(90,860)										
Net cost of service requirements	$12,964,700	$2,176,773	$ 84,271	$ 67,416	$ 25,929	$2,532,006	$2,639,613	$4,363,918	$ 123,165	$ 500,437	$ 451,172

(See Cost Allocation Methodology)

SAMPLE

A-19

GARY SANITARY DISTRICT
Gary, Indiana

SUMMARY OF ALLOCATIONS BASED ON SAMPLE
COST OF SERVICE REQUIREMENTS

	Sample Operating Budget	Percentage Allocation
Specific Identification:		
Gary volume	$ 2,191,599	16.79%
Merrillville volume	84,708	0.65%
Lake Station volume	67,770	0.52%
Hobart volume	25,805	0.20%
Common to All:		
Volume	2,549,262	19.53%
CBOD	2,658,460	20.36%
Suspended solids	4,395,274	33.66%
Phosphorus	124,502	0.95%
Ammonia	503,376	3.86%
Industry	454,804	3.48%
Total allocation	$13,055,560	100.00%

Note: See Schedule of Allocated Cost of Service.

Note: The above is for the purpose of displaying an example of the rate calculation only and does not represent actual costs or usage.

SAMPLE

GARY SANITARY DISTRICT
Gary, Indiana

COMPUTATION OF MERRILLVILLE CONSERVANCY DISTRICT'S RATES AND CHARGES BASED ON SAMPLE COSTS

Total sample pro forma cost of service requirements $13,055,560

Sample Operating Expenses Common to All	(B)	Allocated Costs (A X B)
Volume	19.53%	$2,549,262
CBOD	20.36%	2,658,460
Suspended solids	33.66%	4,395,274
Phosphorus	0.95%	124,502
Ammonia	3.86%	503,376

Sample Units Costs	Allocated Costs	Sample Quantity (1)	Unit of Measure	Proposed Unit Cost
Volume	$2,549,262	12,385,610	MG	$0.2058/1,000 gal.
CBOD	2,658,460	22,725.117	LBS.	$0.1170/LB
Suspended solids	4,395,274	20,452,606	LBS.	$0.2149/LB
Phosphorus	124,502	351,206	LBS.	$0.3545/LB
Ammonia	503,376	1,164,146	LBS.	$0.4324/LB

Sample Annual Costs	12 Months Ended 12/31/92 Flow MG	Actual Average Concentrate Levels MG/L	Conversion Factor	Proposed Unit Cost	Proposed Annual Costs
Volume	1,938,150			$0.2058/1,000 gal.	$ 398,871
CBOD	1,938,150	227.00	8.34	$0.1170/LB	429,304
Suspended solids	1,938,150	170.00	8.34	$0.2149/LB	590,526
Phosphorus	1,938,150	4.69	8.34	$0.3545/LB	26,875
Ammonia	1,938,150	21.90	8.34	$0.4324/LB	153,068
Merrillville's specific identification costs					84,708
Total					$1,683,352

Note: The above calculations are for explanation purposes only to display an example of the rate calculation, and do not represent actual costs or usages.

SAMPLE

EXHIBIT E

GARY SANITARY DISTRICT
Gary, Indiana

SAMPLE CALCULATIONS OF G.S.D. MONTHLY SEWER CHARGE

	Flow	Ammonia		Oxygen Demand		Phosphorus		TSS	
	(MG)	(mg/l)	(lbs.)	(mg/l)	(lbs.)	(mg/l)	(lbs.)	(mg/l)	(lbs.)
62nd Street Station									
3 - 6 - 9 X	1.600	17.00	226.85	270	3,602.88	3.74	49.91	125	1,668.00
3 - 12 - 9 X	3.100	4.40	113.76	82	2,120.03	0.95	24.56	45	1,163.43
3 - 20 - 9 X	2.200	12.00	220.18	253	4,642.04	3.43	62.93	204	3,742.99
3 - 27 - 9 X	1.800	8.60	129.10	192	2,882.30	2.69	40.38	175	2,627.10
Totals	8.700		689.89		13,247.25		177.78		9,201.52
			÷ 8.700		÷ 8.700		÷ 8.700		÷ 8.700
lbs per MG (62nd St.)			79.30		1,522.67		20.43		1,057.65
Total flow MG (62nd St.)			x 67.5		x 67.5		x 67.5		x 67.5
Totals at 62nd St.	67.5		5,352.75		102,780.23		1,379.03		71,391.38
63rd Street Station									
3 - 6 - 9 X	2.500	19.00	396.15	424	8,840.40	4.82	100.50	196	4,086.60
3 - 12 - 9 X	3.400	9.30	263.71	149	4,225.04	1.79	50.76	80	2,268.48
3 - 20 - 9 X	3.600	16.00	480.38	248	7,445.95	3.71	111.39	151	4,533.62
3 - 27 - 9 X	3.500	12.00	350.28	253	7,385.07	2.64	77.06	122	3,561.18
Totals	13.000		1,490.52		27,896.46		339.71		14,449.88
			÷ 13.000		÷ 13.000		÷ 13.000		÷ 13.000
lbs. per MG (63rd St.)			114.66		2,145.88		26.13		1,111.53
Total flow MG (63rd St.)			x 100.75		x 100.75		x 100.75		x 100.75
Totals at 63rd St.	100.75		11,552.00		216,197.41		2,632.60		111,986.65
Combined costs	168.25		16,904.75		318,977.64		4,011.63		183,378.03

Specific costs	84,708.00	÷ 12	$ 7,059.00
Volume	168,250.00	$.2058	34,625.85
Oxygen demand	318,977.64	.1170	37,320.38
Suspended solids	183,378.03	.2149	39,407.94
Phosphorus	4,011.63	.3545	1,422.12
Ammonia	16,904.75	.4324	7,309.61
Totals			$127,144.90

SAMPLE

A-22

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DEC 0 9 1982

EXHIBIT

GSD-MCD TREATMENT AGREEMENT

Calculation of Capital Costs

1980

BOND SERIES		1985	1993	1990	1991	1998	1999	1986	TOTAL ITEMS DUE BY SYSTEM *	TOTAL PAYMENTS DUE BY MCD
DATE ISSUED		7-1-56	12-1-62	9-1-75	9-1-76	7-1-77	7-24-78	12-1-79		
TERM		30 YRS	30 YRS	15 YRS	15 YRS	20 YRS	20 YRS	8 YRS		
ORIGINAL AMOUNT		4,089,000.00	9,900,000.00	4,500,000.00	3,000,000.00	6,000,000.00	5,000,000.00	1,300,000.00		
DUE DATE										
1981										
1-1	Principal	141,000.00	330,000.00	-0-	-0-	-0-	-0-	-0-	845,000.00	471,000.00
1-1	Interest	12,690.00	70,125.00	-0-	-0-	-0-	-0-	-0-	150,619.00	82,815.00
1-1	Fees	206.68	561.00	-0-	-0-	-0-	-0-	-0-	1,401.08	767.68
	Adjustment for Fee Increase		792.00	-0-				-0-	767.88	792.00
6-1	Interest	0-	-0-	111,525.00	83,097.50	168,313.35	163,129.80	38,047.50	564,113.15	564,113.15
6-1	Fees	-0-	-0-	90.00	77.10	136.80	146.25	39.00	489.15	489.15
					12.85	136.30	1.45		147.70	150.60
7-1	Interest	105.75	643.50	-0-	-0-	-0-	-0-	-0-	136,345.50	749.25
7-1	Fees	56.40	214.50	-0-	-0-	-0-	-0-	-0-	509.60	270.90
			429.00						264.25	429.00
12-1	Principal	-0-	-0-	300,000.00	165,000.00	175,000.00	150,000.00	150,000.00	940,000.00	940,000.00
12-1	Interest	-0-	-0-	111,525.00	83,097.50	168,000.00	163,131.50	38,046.23	564,116.83	563,800.23
12-1	Fees	-0-	-0-	1.80	126.60	399.30	191.25	84.00	981.15	802.95
		154,058.83	402,765.00	523,141.80	331,411.55	511,985.75	476,600.25	226,216.73	3,203,774.14	2,626,179.91

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1 9 8 2

1-1	Principal	141,000.00	330,000.00	-0-	-0-	-0-	-0-	-0-	845,000.00
1-1	Interest	105.75	643.50	-0-	-0-	-0-	-0-	-0-	136,345.50
1-1	Fees	197.40	544.50	-0-	-0-	-0-	-0-	-0-	1,354.60
6-1	Interest	-0-	-0-	100,650.00	77,322.50	162,188.35	157,129.80	33,547.50	530,838.15
6-1	Fees	-0-	-0-	81.00	72.15	132.60	141.75	34.50	4.62
Percentage of Bond Redemption to be charged to Merrillville for User Charge.		8.6%	6.27%	4.33%	18.76%	12.675%	11.825%	4.415%	
Dollar Amount		14,515.31	29,897.46	23,667.26	62,331.04	63,075.33	54,584.06	-0- =	$248,070.46

* Includes Bond Series 1955, 1959, 1962 and 1964 which are not reflected on this statement

Calculation of final flow rate: Divide by estimated annual MCD Flow in 1,000's: ($248,070.46 ÷ 800,000) $.3100/1,000 gal.
Plus operational final flow rate $.1922
Total Merrillville Rate $.5022/1,000 gal.

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GARY SANITARY DISTRICT BOND RETIREMENT BY YEAR

Year	1956 Issue $4,089,000	1962 Issue $9,900,000	1975 Issue $4,500,000	1976 Issue $3,000,000	1977 Issue $6,000,000	1978 Issue $5,000,000	1979 Issue $1,300,000	Yearly Totals
1980	$ 168,783	$ 476,834	$ 546,588	$ 332,255	$ 497,636	$ 461,599	$ -0-	$ 2,483,695
1981	164,530	465,251	523,320	331,399	512,166	476,599	226,217	2,699,482
1982	160,278	453,668	501,552	329,842	499,908	464,590	227,211	2,637,049
1983	156,025	442,085	479,784	332,586	512,687	452,581	232,606	2,608,354
1984	151,772	430,502	458,016	329,277	498,677	465,579	227,097	2,560,920
1985	147,520	418,918	436,248	330,270	509,705	451,569	236,298	2,530,528
1986	143,267	407,335	414,480	331,287	518,982	462,566	234,895	2,512,812
1987		395,753	391,962	326,326	501,488	446,554	237,924	2,300,007
1988		384,170	369,444	330,717	509,933	455,549		2,049,813
1989		372,587	346,333	333,808	520,382	437,536		2,010,646
1990		361,004	323,224	330,602	504,168	444,528		1,963,526
1991		349,421		336,131	512,691	429,202		1,627,445
1992		337,838			519,432	438,945		1,296,215
1993		331,617			524,503	446,886		1,303,006
1994		330,759			527,960	453,166		1,311,885
1995					529,479	432,631		962,110
1996					528,996	461,828		990,824
1997					552,049	437,430		989,479
1998					552,063	412,658		964,721
1999						384,499		384,499
Totals	$1,092,175	$5,957,742	$4,790,951	$3,974,500	$9,832,905	$8,916,495	$1,622,248	$36,187,016

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MCD EXHIBIT 13

Resolution No. 01-02

MERRILLVILLE CONSERVANCY DISTRICT'S RESOLUTION PLACING MCD'S ORDER WITH GARY SANITARY DISTRICT FOR MCD'S "ACTUAL REQUIRED WASTEWATER FLOW CAPACITY" IN GSD'S WASTEWATER FACILITIES THROUGH THE YEAR 2022

Be it resolved that the Board of Directors of the Merrillville Conservancy District (*hereinafter*, MCD) hereby enacts the following "RESOLUTION PLACING MCD'S ORDER WITH GARY SANITARY DISTRICT (*hereinafter*, GSD) FOR MCD'S 'ACTUAL REQUIRED WASTEWATER FLOW CAPACITY' IN GSD'S WASTEWATER FACILITIES THROUGH THE YEAR 2022":

1. Whereas, on 9-16-98 GSD had a public hearing at the offices of GSD regarding the 8-18-98 final draft of GSD's "Facilities Plan" [H.I.], which projected the capital improvements to GSD's wastewater facilities that would be required over a twenty-five (25) year planning period to meet the needs of GSD and GSD's high volume wholesale contract customers;
2. Whereas, MCD is one of GSD's contract customers who will need to pay a part of GSD's costs expended to construct some of GSD's capital improvements included within GSD's 8-18-98 Facilities Plan;
3. Whereas, MCD's representatives attended GSD's 9-16-98 public meeting and made oral comments on behalf of MCD at said public meeting regarding GSD's 8-18-98 Facilities Plan;
4. Whereas, on 9-28-98 MCD's Board of Directors served GSD with "MCD's Written Comments Submitted in Response to the 9-16-98 Public Hearing Held on GSD's Proposed 8-18-98 'Facilities Plan'" [H.I.];

5. Whereas, on 12-17-99 GSD served MCD's Board of Directors with a copy of GSD's November of 1999 "Preliminary Engineering Report" [H.I.], which was prepared in anticipation of GSD submitting it to State of Indiana authorities in conjunction with GSD's application for a State Revolving Fund loan request;

6. Whereas, GSD's November of 1999 "Preliminary Engineering Report" contained GSD's written response to "MCD's Written Comments Submitted in Response to the 9-16-98 Public Hearing Held on GSD's Proposed 8-18-98 'Facilities Plan'";

7. Whereas, on 5-23-2000 MCD's representatives attended a meeting with GSD's representatives regarding MCD's request and need to order additional wastewater disposal capacity from GSD;

8. Whereas, at the 5-23-2000 meeting GSD handed out to MCD a 5-1-2000 eight (8) page document entitled, "GSD SUMMARY OF CAPTIAL PROJECTS 2000-2004", which contained GSD's proposed allocation to MCD of MCD's proportionate share of GSD's costs for the construction of certain capital improvement projects included within GSD's 8-18-98 Facilities Plan;

9. Whereas, on 11-2-2000 MCD's representatives attended a meeting with GSD's representatives where GSD informed MCD that GSD was approved for a $25.4 million Indiana State Revolving Fund Loan at 2.9% simple interest with no interest accruing for the first two years to fund certain GSD capital improvement projects, which are scheduled to be completed sometime in 2002 and to meet MCD's capacity needs until 2022;

10. Whereas, at the 11-2-2000 meeting GSD informed MCD that a portion of GSD's State Revolving Fund Loan will be used to fund GSD's 27th and Chase Street Lift

Station improvement project, which will be necessary to meet MCD's the amount of MCD's preliminary requests for additional capacity from GSD through 2022;

11. Whereas, at the 11-2-2000 meeting GSD informed MCD that GSD cannot give MCD the precise dollar amount of MCD's share of GSD's costs, which will be paid for out of GSD's $25.4 million Indiana State Revolving Fund Loan until GSD has a firm wastewater capacity need commitment until the year 2022 from MCD;

12. Whereas, at the 11-2-2000 meeting MCD informed GSD that MCD was still looking into other alternatives that might be more cost effective for lowering MCD's peak flows into GSD's wastewater facilities;

13. Whereas, MCD and GSD agreed that MCD would continue to study the situation and at a later date supply GSD with hard capacity numbers for MCD's wastewater flow needs until the year 2022;

14. Whereas, on 12-5-2000 GSD's legal counsel, James Meyer, sent a letter to the Chairman of MCD's Board of Directors (*See*, attached EXHBIT A), requesting that MCD immediately supply GSD with hard capacity numbers for MCD's wastewater flow needs until the year 2022, so GSD can proceed with the design engineering for GSD's 27th and Chase Street Lift Station improvement project;

15. Whereas, the 12-5-2000 letter GSD's legal counsel sent to the Chairman of MCD's Board of Directors (*See*, attached **EXHBIT A**) states:

> As we discussed, ***MCD is not agreeing to any particular dollar amount at this time for whatever capacity it reserves.*** The formula to compute MCD's proportionate percentage share, as well as the proportionate shares of Hobart, Lake Station and GSD will be computed after all reserved capacities are known. Thereafter, the precise amount of MCD's share of the cost will be computed based on the appropriate allocation formula AND, also, taking into consideration 1) all amounts previously paid by MCD in excess of its proportionate share on the

earlier 6O" interceptor project and 2) credits, if any, due MCD from GSD for GSD's use of MCD's sewers (per our discussion at last meeting).

16. Whereas, GSD's legal counsel, James Meyer, has informed MCD that on 1-9-2001 GSD will be signing design engineering contracts for GSD's $25.4 million State Revolving Fund Loan, which will include GSD's 27th and Chase Street Lift Station improvement project;

17. Whereas MCD acknowledges and agrees that MCD will negotiate in good faith with GSD to establish and pay MCD's proportionate share of GSD's capital costs incurred as part of GSD's $25.4 million State Revolving Fund Loan, which will include GSD's 27th and Chase Street Lift Station improvement project; and,

18. Whereas, MCD recognizes and acknowledges the immediate practical need for MCD to supply GSD with a reliable estimate of MCD's wastewater capacity needs sufficient to last MCD until 2022, MCD hereby places MCD's Capacity Order with GSD for a total of 14.77 million gallons per day of average flow and 34.5 million gallons per day of instantaneous peak flow, which will be sufficient capacity to meet MCD's 'Actual Required Wastewater Flow Capacity' in GSD's wastewater facilities for the next twenty-two year planning period.

ALL OF WHICH IS RESOLVED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MERRILLVILLE CONSERVANCY DISTRICT THIS 8TH DAY OF JANUARY, 2001.

PAUL L. VOLK, Chairman of the MCD Board of Directors

MILAN DAKICH, Vice-Chairman of the MCD Board of Directors

JOSEPH T. SANOK, Secretary-Treasurer of the MCD Board of Directors

KENNETH SMITH, Member of the MCD Board of Directors

THOMAS P. KEILMAN, Member of the MCD Board of Directors

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JAMES B. MEYER
REBECCA L. WYATT

OF COUNSEL
MAX COHEN
W. ANTHONY WALKER
LENORE L. HEAPHEY
LUKAS I. COHEN

December 5, 2000

Mr. Paul Volk
President, MCD
6250 Broadway
Merrillville, IN 46410

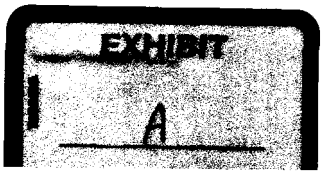
VIA FAX (Hard Copy to Follow): 219-980-8035

RE: MCD Reserved Capacity to and Through GSD's 27th & Chase Pump Station

Dear Mr. Volk:

On behalf of the Gary Sanitary District (GSD) I am hereby requesting that the Merrillville Conservancy District (MCD) provide the GSD and MCD Board approved Resolution stating the total amount of transport and treatment capacity in million gallons per day that the MCD wishes to reserve in GSD's facilities, particularly GSD's 27th and Chase pump station and sewers leading to it. As you are aware from our recent meetings, GSD is in the process of hiring an engineering firm to do the design work for the rehabilitation and augmentation of that station and it is critical that we know the amount of capacity that MCD wishes to reserve in its facilities. Please keep in mind that it is highly unlikely that there will be any opportunity for at least another twenty years to request an increase in capacity from the GSD and there would have to be an extremely high premium charge for any additional capacity agreed to in the interim after the pending construction is complete.

As we discussed, MCD is not agreeing to any particular dollar amount at this time for whatever capacity it reserves. The formula to compute MCD's proportionate percentage share, as well as the proportionate shares of Hobart, Lake Station and GSD will be computed after all reserved capacities are known. Thereafter, the precise amount of MCD's share of the cost will be computed based on the appropriate allocation formula AND, also, taking into consideration 1) all amounts previously paid by MCD in excess of its proportionate share on the earlier 60" interceptor project and 2) credits, if any, due MCD from GSD for GSD's use of MCD's sewers (per our discussion at last meeting).



It is absolutely imperative that GSD receive MCD's capacity allocation request Resolution as soon as reasonably possible but no later than 4:00 p.m. December 29, 2000. If GSD does not receive the request on or before that date, GSD will have no choice but to proceed with the design based upon the capacities reserved in MCD's current contract with GSD. If you or your staff have any questions or comments, don't hesitate to call.

Sincerely yours,

James B. Meyer

James B. Meyer

CC: Christine Sevarese
William Touchette
Otho Lyles, III - President, GSD
Carmen Wilson - Director, GSD

MCD EXHIBIT 14

GSD RESOLUTION NUMBER: SD11-46

RESOLUTION OF THE GARY SANITARY DISTRICT BOARD OF COMMISSIONERS ACCEPTING MERRILLVILLE CONSERVANCY DISTRICT RESOLUTION NUMBER 2011-03 ORDERING ADDITIONAL RESERVED WASTEWATER CAPACITY FROM GSD

WHEREAS, pursuant to a published Notice, the City of Gary, Indiana, Sanitary District (*hereinafter*, GSD) Board of Commissioners held a public meeting on 8-23-11, at 11:00 a.m., at the District's office at 3600 West 3rd Avenue, Gary, Indiana 46406;

WHEREAS, Merrillville Conservancy District (*hereinafter*, MCD) and GSD are parties to a 10-10-95 intermunicipal service agreement entitled, "Wastewater Treatment Agreement Between the City of Gary Sanitary District and the Merrillville Conservancy District [*hereinafter*, GSD and MCD Agreement"];

WHEREAS, pursuant to the GSD and MCD Agreement (at page 6 and as depicted by EXHIBIT A at page A-1 of the APPENDIX to the Agreement), MCD has three (3) interconnection points to GSD's facilities at the following locations:

A. Chase Street and 35th Avenue;

B. 46th Avenue and Alley 1-East; and

C. 46th Avenue and Massachusetts Street;

WHEREAS, the MCD and GSD Agreement provides that MCD has the following reserved peak flow capacity limits at MCD's two interconnection points to GSD located at 46th Avenue and Alley 1-East and 46th Avenue and Massachusetts Street:

> "...At the connection points located at 46th Avenue and Alley-1 East, and 46th Avenue and Massachusetts Street, MCD shall have the right to discharge a combined daily peak flow, during any 24-hour period, of 8.4 million gallons per day..."

GSD and MCD Agreement at p. 9;

WHEREAS, on 8-11-11 MCD's Board of Directors approved and passed MCD Resolution Number: 2011-03, which is entitled:

> "Merrillville Conservancy District's Resolution Placing MCD's Order with the Gary Sanitary District for Additional Reserved Wastewater Capacity in GSD's Facilities"

See, attached copy marked as **EXHIBIT A**, which is incorporated by reference;

WHEREAS, MCD Resolution Number: 2011-03 states that MCD desires to reserve and purchase additional combined daily peak flow capacity at MCD's two interconnection points to GSD located at 46th Avenue and Alley 1-East and 46th Avenue and Massachusetts Street, increasing MCD's right to discharge a combined daily peak flow, during any 24-hour period, of 8.4 million gallons per day which currently exists under GSD's and MCD's Agreement;

WHEREAS, via MCD Resolution Number: 2011-03 **MCD has offered to purchase from GSD an additional eight (8) million gallons of combined daily peak flow reserved capacity** at MCD's two interconnection points to GSD located at 46th Avenue and Alley 1-East and 46th Avenue and Massachusetts Street **for $800,000.00**, increasing MCD's right to discharge a combined daily peak flow, during any 24-hour period, from 8.4 million gallons per day currently provided by GSD's and MCD's Agreement **to 16.4 million gallons during any 24-hour period**;

WHEREAS, via MCD Resolution Number: 2011-03 MCD has promised to pay GSD **$800,000.00** for the additional combined daily peak flow reserved capacity ordered by MCD within thirty (30) days after GSD's Board of Commissioners passes GSD's resolution approving and accepting MCD Resolution Number: 2011-03;

WHEREAS, GSD agrees that the additional combined daily peak flow reserved capacity

ordered by MCD Resolution Number: 2011-03 shall become available to MCD upon MCD's payment to GSD of the consideration (i.e., money) provided for in this Resolution; and

WHEREAS, this GSD Resolution accepts and approves of all of the terms that MCD Resolution Number: 2011-03, as a modification of GSD's and MCD's Agreement.

Be it resolved that the above stated GSD Resolution Number SD11-46 was approved and enacted at GSD's duly held public meeting held at the date and time stated above.

GARY SANITARY DISTRICT BOARD OF COMMISSIONERS

APPROVED, SIGNED AND DATED THIS 23RD DAY OF AUGUST, 2011.

RICHARD COMER, President

CHARLES W. JACKSON, Board Member

CYNTHIA WATTS, Board Member

HARLEE CURRIE, Board Member

NELSON TINSLEY, Board Member

DIRECTOR, RINZER WILLIAMS, III

Mayor, Rudolph Clay

MCD Resolution Number: 2011-03

MERRILLVILLE CONSERVANCY DISTRICT'S RESOLUTION PLACING MCD'S ORDER WITH THE GARY SANITARY DISTRICT FOR ADDITIONAL RESERVED WASTEWATER CAPACITY IN GSD'S FACILITIES

WHEREAS, pursuant to a duly published Notice, the Board of Directors of the Merrillville Conservancy District (*hereinafter*, MCD) held a public meeting on the 11th day of August, 2011, at 5:30 p.m., at the District's office at 6250 Broadway, Merrillville, IN 46410;

WHEREAS, MCD was established in 1963 and has operated continuously since then under Indiana's Conservancy Act, Ind. Code 14-33 *et seq.*, for the purpose of providing for the collection, treatment, and disposal of sewage and other liquid wastes;

WHEREAS, MCD provides sanitary sewer service to an exclusive territory which includes portions of the Town of Merrillville, the City of Hobart, the City of Crown Point, and unincorporated Lake County, Indiana;

WHEREAS, MCD is part of a regional wastewater disposal system which was constructed with the assistance of Federal Clean Water Act Grants for the Construction of Treatment Works, according to 40 C.F.R. § 35.900 *et seq.*, and 40 C.F.R. §§ 35.2000 *et seq.*;

WHEREAS, this regional system includes the City of Gary, Indiana, Sanitary District (*hereinafter*, GSD), the City of Hobart, the City of Lake Station, the Town of New Chicago, and the Independence Hill Conservancy District;

WHEREAS, GSD owns and operates the publicly owned wastewater treatment plant that accepts and treats all of the wastewater collected by the entities that are part of the regional system and then discharges the purified water into Lake Michigan;

WHEREAS, as required by the federal regulations governing Clean Water Act Grants for

EXHIBIT
A

the Construction of Treatment Works, MCD and GSD are parties to a 10-10-95 intermunicipal service agreement entitled, "Wastewater Treatment Agreement Between the City of Gary Sanitary District and the Merrillville Conservancy District [*hereinafter*, GSD and MCD Agreement"];

WHEREAS, pursuant to the GSD and MCD Agreement, MCD discharges all of the wastewater MCD collects in MCD's exclusive territory into GSD's facilities and MCD pays MCD's proportionate share of GSD's capital costs, operation, maintenance and replacement costs incurred for accepting, transporting and treating MCD's wastewater;

WHEREAS, pursuant to the GSD and MCD Agreement (at page 6 and as depicted by EXHIBIT A at page A-1 of the APPENDIX to the Agreement), MCD has three (3) interconnection points to GSD's facilities at the following locations:

A. Chase Street and 35th Avenue;

B. 46th Avenue and Alley 1-East; and

C. 46th Avenue and Massachusetts Street;

WHEREAS, pursuant to the GSD and MCD Agreement (at page 9), MCD has specified reserved average and peak wastewater flow capacities at various locations in GSD's facilities, including MCD's three (3) interconnection points to GSD's facilities;

WHEREAS, GSD's Board of Commissioners accepted and approved of the terms of MCD Resolution No. 01-02, which is entitled:

> "Merrillville Conservancy District's Resolution Placing MCD's Order with Gary Sanitary District for MCD's 'Actual Required Wastewater Flow Capacity' in GSD's Wastewater Facilities through the Year 2022";

WHEREAS, MCD Resolution No. 01-02 as approved and accepted by GSD modified the

GSD and MCD Agreement by increasing and modifying MCD's reserved wastewater flow capacities in GSD's facilities to "...a total of 14.77 million gallons per day of average flow and 34.5 million gallons per day of instantaneous peak flow" from the "...average...daily flow of 8.4 million gallons per day determined on the basis of twelve-months of flow..." and the "...total combined daily peak flow for all connection points, during any 24-hour period...of 38.5 million gallons per day..." as stated in the GSD and MCD Agreement (at p. 9);

WHEREAS, pursuant to the GSD and MCD Agreement (at pages 15-17), MCD pays MCD's proportionate share of GSD's capital costs based on the amount of MCD's reserved wastewater flow capacities in GSD's facilities;

WHEREAS, after GSD's approval and acceptance of MCD Resolution No. 01-02 MCD began paying an increased share of GSD's capital costs based on MCD's "increased capacity from 8.4 MGD to 14.77 MGD". *See,* Cender & Company, L.L.C.'s 5-30-03 report entitled:

"Gary Sanitary District

Capital Costs Allocation Report
For Capital Costs Charged to
Merrillville Conservancy District

Through December 31, 2002";

WHEREAS, the MCD and GSD Agreement provides that MCD has the following reserved peak flow capacity limits at MCD's two interconnection points to GSD located at 46th Avenue and Alley 1-East and 46th Avenue and Massachusetts Street:

> "...At the connection points located at 46th Avenue and Alley-1 East, and 46th Avenue and Massachusetts Street, MCD shall have the right to discharge a combined daily peak flow, during any 24-hour period, of 8.4 million gallons per

day..."

GSD and MCD Agreement at p. 9;

WHEREAS, MCD desires to reserve and purchase additional combined daily peak flow capacity at MCD's two interconnection points to GSD located at 46th Avenue and Alley 1-East and 46th Avenue and Massachusetts Street, increasing MCD's right to discharge a combined daily peak flow, during any 24-hour period, of 8.4 million gallons per day which currently exists under GSD's and MCD's Agreement;

WHEREAS, MCD's Board of Directors hereby offers to enter a modification of GSD's and MCD's Agreement to be accomplished by MCD's Board of Directors approving the terms of this Resolution and by GSD's Board of Commissioners approving a reciprocal GSD Resolution accepting and approving the terms of this MCD Resolution;

WHEREAS, MCD's Board of Directors hereby **orders from GSD an additional eight (8) million gallons of combined daily peak flow reserved capacity at MCD's two interconnection points to GSD located at 46th Avenue and Alley 1-East and 46th Avenue and Massachusetts Street, increasing MCD's right to discharge a combined daily peak flow,** during any 24-hour period, from 8.4 million gallons per day currently provided by GSD's and MCD's Agreement **to 16.4 million gallons during any 24-hour period**;

WHEREAS, within thirty (30) days after GSD's Board of Commissioners passes GSD's resolution approving and accepting this MCD Resolution, MCD will pay GSD **$800,000.00** for the additional combined daily peak flow reserved capacity ordered by MCD by this Resolution;

WHEREAS, MCD and GSD agree that the additional combined daily peak flow reserved capacity ordered by MCD by this Resolution shall become available to MCD upon MCD's payment to GSD of the consideration (i.e., money) provided for in this Resolution;

WHEREAS, for billing purposes under the GSD and MCD Agreement, the parties will assume and agree that all of the flow MCD discharges into GSD's facilities reaches and passes through GSD's publicly owned wastewater treatment plant;

WHEREAS, for a period of at least 25 years from the date GSD's Board of Commissioners passes GSD's resolution approving and accepting this MCD Resolution, MCD's payment to GSD of the money specified in the preceding rhetorical paragraph shall fully satisfy any and all of MCD's financial obligations to GSD for the purchase, maintenance and replacement of the original 8.4 million gallons and additional combined daily peak flow reserved capacity MCD is ordering and purchasing by this MCD Resolution; and

WHEREAS, after a 25 year period from the date GSD's Board of Commissioners passes GSD's resolution approving and accepting this MCD Resolution, any MCD financial obligation to GSD to contribute to the maintenance and replacement costs of the additional combined daily peak flow reserved capacity ordered by MCD by this Resolution shall be determined in the same manner as any other maintenance and replacement costs according to the GSD and MCD Agreement in effect at that time.

BE IT RESOLVED, that MCD's Board of Directors, upon a motion duly made and seconded, hereby:

1. Approves and enacts MCD Resolution Number: 2011-03, according to the

terms specified above;

2. Offers to reserve and purchase additional combined daily peak flow capacity at MCD's two interconnection points to GSD located at 46th Avenue and Alley 1-East and 46th Avenue and Massachusetts Street, according to the terms specified above;

3. Requests that GSD accept and agree to the terms of the above stated MCD Resolution Number: 2011-03 as a modification of GSD's and MCD's Agreement; and

4. Invites GSD's Board of Commissioners to accept and agree to MCD Resolution Number: 2011-03 and MCD's proposed modification of GSD's and MCD's Agreement by approving and adopting a reciprocal GSD Resolution and delivering an original signed copy of said GSD Resolution to MCD.

The above stated MCD Resolution Number 2011-03 was approved and enacted at MCD's duly held public meeting held at the date and time stated above.

(This space intentionally left blank)

SIGNED AND DATED THIS 11TH DAY OF AUGUST, 2011.

EDWARD M. SPERKA, Chairman
MCD Board of Directors

HELEN SANOK, Vice Chairman
MCD Board of Directors

KENNETH E. SMITH, JR., Secretary-Treasurer
MCD Board of Directors

JEFFERY MINCHUK, Director
MCD Board of Directors

EDWARD YERGA, Director
MCD Board of Directors

MCD EXHIBIT 15

AGREEMENT BETWEEN
THE GARY SANITARY DISTRICT
AND
THE MERRILLVILLE CONSERVANCY DISTRICT
FOR IMPLEMENTATION AND ENFORCEMENT OF A
PUBLICLY OWNED TREATMENT WORKS [POTW]
INDUSTRIAL PRETREATMENT PROGRAM

This "Agreement Between the Gary Sanitary District and the Merrillville Conservancy District for Implementation and Enforcement of a Publicly Owned Treatment Works [POTW] Industrial Pretreatment Program" (*hereinafter* referred to as "Agreement") is entered between the Gary Sanitary District, a special taxing District of the City of Gary (*hereinafter,* referred to as "GSD"), and the Merrillville Conservancy District, a special taxing district and political subdivision of the State of Indiana (*hereinafter*, referred to as "MCD").

Witnesseth:

Whereas, GSD owns and operates an approved POTW Treatment Plant and is required to implement and enforce an approved Industrial Pretreatment Program; and,

Whereas, MCD is a POTW that renders wastewater disposal service to domestic and non-domestic Users within a service territory in Lake County, Indiana, including a portion of the Town of Merrillville, a portion of the City of Hobart, a portion of the City of Crown Point and portions of unincorporated Lake County; and,

Whereas, GSD and MCD currently operate under an October 10, 1995, "Wastewater Treatment Agreement Between the City of Gary Sanitary District and the Merrillville Conservancy District" by which GSD provides treatment to all of MCD's wastewater and its constituent parts at GSD's POTW Treatment Plant; and,

Whereas, certain facilities serviced by MCD, which are classified as "Industrial Users" under Federal and State water pollution control laws, currently have the potential to discharge industrial wastewater or conventional pollutants in such a quantity as to have a potential for impacting GSD's POTW; and,

Whereas, MCD desires to contract with GSD to assist in the implementation and enforcement an approved Industrial Pretreatment Program within the service territory of the MCD; and,

Whereas, GSD and MCD must implement and enforce an approved pretreatment program to control discharges from all Industrial Users into GSD's and MCD's POTWs pursuant to requirements set out in all applicable federal and state statutes, administrative codes, rules, regulations, municipal ordinance and resolutions;

Whereas, on 4-4-11MCD has approved and adopted MCD Resolution No. 2011-02 entitled "MCD's Resolution Implementing Industrial User Pretreatment Program for Publicly Owned Treatment Works", which subjects Industrial Users operating within MCD's wastewater disposal service territory to required Federal and State pretreatment controls, the City of Gary, Indiana's Sewer Use Ordinance and provides procedures for implementation and enforcement of an Industrial Wastewater Pretreatment Program; and,

Whereas,"MCD's Resolution Implementing POTW Industrial User Pretreatment Program" is no less stringent and is as broad in scope as the Industrial Wastewater Pretreatment portions of the Sewer Use Ordinance of the City of Gary; and,

Whereas, the provisions of MCD's Resolution No. 2011-02 entitled "MCD's Resolution Implementing Industrial User Pretreatment Program for Publicly Owned Treatment Works", and the City of Gary, Indiana's Sewer Use Ordinance are incorporated by reference into this Agreement [H.I.].

Now, therefore, GSD and MCD hereby agree that the requirements of the approved Industrial Pretreatment Program for the GSD will apply to Industrial Users of the MCD and that the GSD will assist the MCD with the implementation and enforcement of the MCD's Industrial Pretreatment Program, subject to the terms of this Agreement and all Federal, State, and local requirements, including the following covenants and conditions:

Agreement

1. **Definitions.** Unless the context specifically indicates otherwise, the following terms and phrases, as used in this Agreement, shall have the meanings hereinafter designated:

   "Definitions from MCD Ordinance No. 2011-02 Incorporated by Reference". The ninety-three (93) definitions contained in Section I(C) of "MCD's Resolution Implementing Industrial User Pretreatment Program for Publicly Owned Treatment Works" are hereby specifically incorporated by reference [H.I.] and will not be duplicated below.

   "CFR" means the Code of Federal Regulations.

   "Collection System" shall mean the system of local sewers necessary to accept effluent from individual residences, businesses and industries throughout GSD or MCD.

   "Compliance Schedule" means a schedule of remedial measures including an enforceable sequence of actions or operations leading to compliance with water quality standards, USEPA effluent limitation or other limitation, prohibition or standard.

"Control Authority" means the local authority responsible for implementation and enforcement of the approved pretreatment program. For the purpose of execution of this Agreement, the Control Authority is MCD and/or GSD.

"Effluent Limitation" means any restriction on quantities, quality, rates and concentration of chemical physical, thermal, biological, and other constituents or pollutants.

"Flow" shall mean the gallons of liquid effluent transmitted or received.

"Ordinance" means the ordinance, resolution, or other local rules regulating use of and discharge into the POTW, including but not limited to GSD's sewer use ordinance.

"Special Administrator" means the individual assigned having full power and authority to control, manage and operate the complete GSD POTW and vested with the power and authority as provided under Rule 70 of the Federal Rules of Civil Procedure to perform any act necessary to achieve expeditious compliance with GSD's Federal Consent Decree and GSD's NPDES permit. For purposes of this Agreement, this individual is the current Mayor of the City of Gary.

"USEPA" means the United States Environmental Protection Agency.

" Violations of Pretreatment Standards and Regulations"

A separate violation of the pretreatment rules shall be established for each separate occurrence of the following, but shall not be limited to:

(a) The indirect discharge of pollutants in contravention of an applicable pretreatment standard or other applicable discharge limitation;

(b) Where an Industrial Wastewater Pretreatment Permit is required under "MCD's Resolution Implementing Industrial User Pretreatment Program for Publicly Owned Treatment Works" or GSD's pretreatment related ordinances; the indirect discharge of pollutants by an Industrial User without such a permit or in violation of discharge limitations or other terms and conditions of the permit;

(c) Failure to comply with any other applicable pretreatment requirement; or,

(d) Failure to allow entry, inspection and monitoring by GSD, MCD or IDEM personnel when requested in accordance with applicable law or to carry out monitoring, recording and reporting required under Indiana's Pretreatment rules. Each violation of (a) through (b) of the above paragraphs shall constitute a separate violation. Further, each day's violation shall constitute a separate offense.

"Wastewater" means the liquid and water-carried wastes from dwellings, commercial buildings, industrial facilities, and institutions.

2. **Legal Authority.** This Agreement authorizes the GSD and MCD, through the MCD, to:

   a) Deny or condition Industrial Users' new or increased contributions of pollutants, or changes in the nature of pollutants, to the MCD's POTW and subsequently to the GSD POTW ;

   b) Regulate the discharge of pollutants that could interfere with the reclamation or disposal of wastewater or sludge, cause the GSD POTW Treatment Plant to exceed GSD's NPDES effluent limitations, or cause pass-through of pollutants to the receiving stream;

   c) Prohibit unauthorized or unpermitted discharges to MCD's POTW and subsequently GSD's POTW;

   d) Require MCD's Industrial Users to comply with applicable Pretreatment Standards and requirements;

   e) Prohibit the discharge of pollutants into MCD's POTW that could interfere with or inhibit the biological treatment processes and the GSD POTW Treatment Plant or cause pass-through to the receiving stream;

   f) Enforce the Federal and State Categorical Pretreatment Standards regarding prohibited discharge standards which are incorporated by reference into the "MCD's Resolution Implementing POTW Industrial User Pretreatment Program";

   g) Require each of MCD's Industrial Users to develop a compliance schedule for the installation of technology required to meet applicable pretreatment standards and requirements and to submit of all notices and self-monitoring reports as are necessary to assess and assure compliance;

   h) Enforce, through and by the MCD, the "MCD's Resolution Implementing POTW Industrial User Pretreatment Program for Publicly Owned Treatment Works" as specified in Section II of the MCD's Resolution;

   I) Recover from a violating MCD Industrial User the cost of damages to GSD's POTW, MCD's POTW, or the environment; any fines, penalties or legal fees resulting from GSD's NPDES or any other POTW permit violations; and other actual costs incurred by GSD or MCD as a result of the Industrial User's

discharge;

j) Immediately and effectively halt or prevent any discharge of pollutants to MCD's POTW and subsequently GSD's POTW which reasonably appears to present an imminent endangerment to the health or welfare of persons;

k) Halt or prevent any discharges to the MCD POTW and subsequently the GSD POTW which presents or may present an endangerment to the environment or which threatens to interfere with the operation of MCD's or GSD's POTW;

l) Annually publish in the largest local newspaper a list of the Industrial Users which have been in Significant Noncompliance during the twelve (12) previous months. The notification shall also summarize any enforcement actions taken against the Industrial User during the same twelve (12) months;

m) Update the Industrial Waste Survey for all existing and potential Industrial Users on an annual basis;

n) Control, through permit, order or similar means, the Industrial User's contribution to MCD's POTW and subsequently the GSD POTW;

o) Conduct on-site inspections, sampling, and analysis of MCD's Industrial Users' wastewater necessary to determine compliance and noncompliance with Pretreatment Requirements;

p) Perform, only through the MCD, enforcement activities in accordance with "MCD's Resolution Implementing POTW Industrial User Pretreatment Program" and a USEPA approved Enforcement Response Guide; and,

q) Perform other technical or administrative duties required by any applicable Federal, State or local approved Industrial Pretreatment Program.

3. Identification of Users

Within sixty (60) days of the effective date of this Agreement, MCD will provide to GSD written procedures for notifying GSD of potential new Industrial Users within the MCD's service territory. Such procedures shall require the MCD to provide GSD with written notice of any and all Industrial Users proposing to connect to the MCD's POTW prior to connection so that MCD may provide the new Industrial Users with an Industrial Waste Survey Questionnaire.

Before any new Industrial User located outside the service territory of the MCD discharges

into MCD's POTW, GSD and MCD will enter into an Agreement with the jurisdiction in which such Industrial User is located. Such Agreement shall be substantially equivalent to this Agreement and must be fully secured prior to a discharge from any new Industrial User the outside MCD's jurisdiction to the MCD POTW.

In the instance where an existing Industrial User is located outside the service territory of MCD, but discharges into MCD's sewer system, the GSD and the MCD will enter into an Agreement with the jurisdiction in which such Industrial User is located. Such Agreement shall establish responsibility for the pretreatment program for that industry and be substantially equivalent to this Agreement.

4. Fees

This section authorizes GSD to establish reasonable charges and fees to MCD for GSD's Industrial User Pretreatment Program related activities required by and covered by this Agreement. MCD will charge and collect such reasonable fee and charges from MCD's Industrial Users.

"GSD's MCD Industrial User Pretreatment Program Fee Schedule", which is attached to this Agreement and marked as **EXHIBIT A**, establishes GSD's reasonable charges and fees which will be paid by MCD to GSD for GSD's activities required to assist in the implementation of MCD's Industrial User Pretreatment Program. The fees described in **EXHIBIT A** allow GSD to recover the following costs, at a minimum:

a) GSD's reasonable costs extended to process MCD's "Industrial Wastewater Pretreatment Permit" applications for new, renewed, or modified Permits;

b) GSD's reasonable fees for reviewing accidental spill prevention plans and construction facilities;

c) GSD's reasonable fees for monitoring and/or analysis of MCD's Industrial Users' discharges;

d) GSD's reasonable fees for any necessary on site inspection of MCD's Industrial Users' facilities; and,

e) Other reasonable fees as the GSD and MCD may agree from time to time are necessary to carry out requirements of GSD's and MCD's approved Industrial Pretreatment Program.

MCD will bill and collect GSD's fees described in **EXHIBIT A** from MCD's Industrial Users and forward said fees to GSD.

GSD will provide MCD with results of all GSD's monitoring and sampling efforts conducted

on each MCD Industrial User.

GSD shall give MCD prior written notice of any demand for an increase in "GSD's MCD Industrial User Pretreatment Program Fee Schedule" (i.e., **EXHIBIT A**), which must actually be received by the MCD at least 60 days prior to the date GSD proposes the MCD adopt said changes. No fee increase shall be effective absent a mutual agreement of GSD and MCD.

5. GSD Recovery of Costs for MCD's Industrial Users' Violations of Pretreatment Requirements

Section II of "MCD's Resolution Implementing Industrial User Pretreatment Program for Publicly Owned Treatment Works" provides for an MCD Administrative Surcharge to be imposed on any Industrial Users for violating MCD's Pretreatment Standards and Regulations.

Additionally, this section authorizes GSD to recover actual costs incurred for consequences resulting from MCD's Industrial Users who discharge wastewater into MCD's POTW, and subsequently GSD's POTW, in violation of any Federal, State or local Pretreatment Requirements.

For each and every such violation or discharge that adversely impacts the environment or the receiving waters, and/or GSD's POTW, GSD may recover GSD's actual costs associated with the clean up, repair, recovery or any other activity required due to the impact of the violation or discharge. Such GSD costs shall be recovered directly from the MCD's Industrial User. Such GSD actual costs shall include, but shall not be limited to:

a) The actual costs of any labor required to monitor, test, repair, clean up, pick up, vacuum, sweep, or in any other way recover from the violation or discharge and to return the affected GSD facility(ies) to the conditions required by permit;

b) The actual costs of any outside services billed to GSD and/or its representatives of any services, monitoring, testing, repairs, clean up, pumping, recording, containment work, or other activity engaged in assisting the GSD to return the affected GSD facility(ies) to the conditions required by permit;

c) The actual costs of any materials, supplies, parts, and/or equipment used by GSD and/or its representatives for any services, monitoring, testing repairs, clean up, pumping, recording, containment work, or other activity engaged in assisting GSD return the affected GSD facility(ies) to the conditions required by the permit;

d) The actual costs of any services related to the violation or discharge provided to the GSD by any public agency; and

e) The actual amount of any fines, penalties, administrative fees, judgments and/or settlements against GSD or its representatives resulting from the violation or discharge whether imposed, adjudicated, negotiated or required by any legal means.

The above costs shall be limited to all reasonable and necessary costs, which shall be calculated by GSD from the records, reports, documents and/or invoices submitted by the contractors, vendors, suppliers, agencies and/or claimants and verified by legal counsel to the GSD. GSD's costs assessed against MCD's Industrial Users shall in all cases be limited to reasonable and necessary costs actually incurred by GSD.

GSD shall Invoice MCD's violating or discharging Industrial User via the MCD for these costs as they are developed and submitted. An Industrial User's payment of such costs shall be due thirty (30) days after the MCD mails a copy of said Invoice to such Industrial User. Said Industrial User shall pay simple interest at the rate of ten (10) percent, compounded annually, on the unpaid balance, beginning on the day after final payment is due from said Industrial User. Upon MCD's receipt of any monies paid by an MCD Industrial User pursuant to such an Invoice from GSD, MCD shall as soon as practicable forward said monies to GSD.

GSD shall provide MCD with copies of all notices which it desires to be sent to MCD's Industrial Users, including, but not limited to, Industrial Waste Surveys, notices of violations, penalties and fees to be assessed, or inspection and monitoring activities. MCD shall forward such notices, etc., by first class U.S. Mail to MCD's Industrial Users within one (1) week of MCD's receipt of said notices from GSD.

These costs shall be in addition to and in no way a limitation of any remedies and fines available under GSD's sewer use ordinance and "MCD's Resolution Implementing Industrial User Pretreatment Program for Publicly Owned Treatment Works".

6. GSD Disclosure of Records

MCD shall have the right, through designated representatives, at any reasonable time, to review the records maintained by GSD of all information resulting from any monitoring activities required by the approved Industrial Pretreatment Program and pertaining to Industrial Users of MCD's POTW.

GSD shall supply contemporaneously to MCD, a copy of any reports submitted to the Indiana Department of Environmental Management on the compliance status of each Industrial User discharging into MCD's POTW and a description of corrective or enforcement action that have or will be taken to resolve any violations.

7. **Compliance with Rules, Regulations, Standards, and Laws**

MCD and GSD shall comply with any and all statutory rules and regulation applicable to this Agreement and its amendments.

8. **Annual Meeting**

There shall be, unless otherwise agreed, an annual meeting of the Board of Sanitary Commissioners of the GSD, together with the Board of Directors of the MCD for the purpose of reviewing matters of interest to all parties, including, but not limited to, revision of this Agreement to ensure compliance with the Federal Clean Water Act (42 U.S.C. § 1251 *et seq.*) and rules and regulations (40 CFR Part 403) issued thereunder, as necessary. The time and place of the annual meeting shall be mutually decided upon by GSD and MCD, but it must be held on or before June 30 of any given year.

9. **Notices**

Any notices required or desired to be given under this Agreement may be served personally or by mail. Any notice given by mail shall be deemed to have been served upon receipt or upon certified mailing. At the date of execution of this Agreement, the GSD's address is 3600 W. 3rd Avenue, Gary, Indiana, Attention: Director; The MCD's official address is 6250 Broadway, Merrillville, Indiana Attn: District Coordinator.

10. **Benefits**

All of the provisions of this Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of this Agreement.

11. **Severability**

If any provision, paragraph, word section or article of this Agreement is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, sections, and articles shall not be affected and shall continue in full force and effect.

12. **Conflict**

All other Agreements and parts of other Agreements inconsistent or conflicting with any part of this Agreement are hereby repealed to the extent of such inconsistency or conflict.

13. **Complete Agreement**

The terms and provisions herein contained constitute the entire Agreement pertaining to the Industrial Pretreatment Program between the GSD and MCD and shall supersede all previous Agreements and/or contracts pertaining to any Industrial Pretreatment Program.

Terms not otherwise defined herein shall be adopted in the latest edition of "Standard Methods for the Examination of Water and Wastewater," published by the American Public Health Association, the American Water Works Association and the Water Environment Federation; the Clean Water Act, 33 U.S.C. Part 1252 *et seq.*, and the Code of Federal Regulations Title 40 Part 403.

14. Effective Date

It is understood and agreed between the MCD and GSD that this Agreement shall become effective after its execution and approval by the GSD, the MCD, and such regulatory agencies as may be legally required.

15. Term of Agreement

a) MCD shall implement and enforce an approved Industrial Pretreatment Program in the MCD with the assistance of GSD until this Agreement is terminated as provided herein.

b) MCD may terminate this Agreement upon giving the GSD thirty (30) days written notice of its intention to do so and provided that MCD has an approved Industrial Pretreatment Program that is, at a minimum, equally as stringent as the GSD approved Industrial Pretreatment Program. Notice shall include the effective date of such termination. All administrative fees due the GSD under the terms of this Agreement shall be due an payable to the GSD within thirty (30) days from the effective date of termination.

The GSD and the MCD hereby agree to the full performance of the covenants contained herein.

In witness whereof, the parties hereto have executed this Agreement in triplicate.

(Intentionally left blank)

GARY SANITARY DISTRICT BOARD OF COMMISSIONERS

APPROVED, SIGNED AND DATED THIS 23rd DAY OF August, 2011.

RICHARD COMER, President

CHARLES W. JACKSON, Board Member

CYNTHIA WATTS, Board Member

HARLEE CURRIE, Board Member

NELSON TINSLEY, Board Member

RINZER WILLIAMS III, Director of GSD

SIGNED AND DATED THIS _____ DAY OF _____, 2011.

RUDY CLAY,
Mayor, City of Gary, Indiana
GSD Special Administrator

MERRILLVILLE CONSERVANCY DISTRICT BOARD OF DIRECTORS

APPROVED, SIGNED AND DATED THIS 11TH DAY OF AUGUST, 2011.

EDWARD SPERKA, Chairman

HELEN SANOK, Vice-Chairman

KENNETH E. SMITH, JR., Secretary-Treasurer

JEFFERY MINCHUK, Board Member

EDWARD YERGA, Board Member

EXHIBIT A

GSD's MCD Industrial User Pretreatment Program Fee Schedule

Industrial Pretreatment Program Time Estimates

- **Industrial Survey Review-*Minimum 1.5 hours*.**
  May take longer to research if processes outlined in the survey, raw materials used in the process, or final products are unfamiliar to IPP.
- **Permit Preparation-*Minimum 2.0 hours*.**
  This is the time needed from start to finish to research, write permit, and obtain appropriate signatures. This task may take longer if Industrial User is determined to be a Categorical Industrial User.
- **Sampler Preparation-*30 minutes*.**
  This task includes replacing hoses, cleaning sampler bottle.
- **Sampler Installation- *Minimum 30 minutes*.**
  This task includes setup of equipment at Industrial site. (Manhole removal, installation of sampling hose, programming of portable sampling device, meter reading, contacting company representative). Installation may take longer if there are unforeseen issues that would hinder installation. These instances could include but not limited to access to the property, frozen or jammed locks. This does not include drive time to the site.
- **Sample Collection-*Minimum 1.0 hours*.**
- **Meter Readings-*Minimum 15 minutes* per site.**
  Times could be longer if clearance has to be accessed. This does not include drive time.
- **Self Monitoring Report Review- *Minimum 1.0 hour*.**
  This task includes the review of the submitted self monitoring reports by Industrial Users. The reports are reviewed to ensure that the Industrial Users are in compliance with the Control Authority issued permit.
- **Self Monitoring Report Data Entry-*Minimum 30 minutes*.**
  If calls have to be made for missing data the task could be longer.
- **Site Visit-*Minimum 1.0 hours*.**
  Site Visits are done for many different reasons such as Non-Compliance follow up, change in process, meter readings, waste tracking, etc.
- **Letter of Violation preparation- 30 minutes.**
- **Industrial inspections-*Minimum 1.0 to 3.0 hours*.**
  Inspection times vary based of the facility and their process.
- **Inspection Report Preparation-*1.5 hours***

- **Training on sampler preparation and programming of industrial sampler. *Minimum 1.0 hours.***
  Times vary based on the aptitude of the individual being trained.
- **Bottle preservation- *Minimum 20 minutes.***
  Based on the aptitude of the individual being trained.
- **Data Entry for meter readings - Calculation of Loadings – Industrial Invoice preparation – *1.0 to 2.0 hours.***
  Time is shorter if a program is in place.
- **Preparation of Annual Report-Estimated: 4.0-8.0 hours.**
  It depends on the number of industrial monitoring sites
- **Preparation of Quarterly Report to IDEM-4.0 hours.**
  Report is designed to determine if any Industrial Users are Significant Non-Compliance.
- **Creation of Sampling Schedule-Minimum 1.0 hours**
- **Safety Training-1.0 hour per week.**

GSD'S Charges to Assist MCD with the above Industrial Pretreatment Program Activities

- GSD's hourly rate charged for assisting MCD with the IPP activities will depend upon which GSD employee actually provides the assistance

- **Hourly Rates**

  Lab/IPP Manager: $41.10/hour

  IPP Coordinator: $31.95/hour

  IPP Investigator: $22.35/hour

- **Other Charges**

  There is a traveling cost of $0.55 per mile.

  Industrial permit application: $50.00

  Initial Industrial permit: $500.00

  Industrial permit renewal: $300.00

  Industrial permits are good for three (3) years.

MCD EXHIBIT 16

MERRILLVILLE CONSERVANCY DISTRICT

ANNUAL FINANCIAL REPORT 2013

GENERAL FUND

1. GENERAL FUND

A. Standard Balance - December 31, 2012

Standard Bank Checking	$321,105.59		
Standard Bank Money MKT	311,093.56		
CD Standard Bank	1,614,228.55		
	$ 2,246,427.70		
Sub-Total		$ 2,246,427.70	
			$ 2,246,427.70

B. Income - 01/01/2013 to 12/31/2013

User's Charges	$ 3,900,673.28		
Interest on Checking	415.03		
Interest on Investments	2,825.23		
Money Market Interest	289.52		
IHCD User's Charges	505,784.02		
Miscellaneous Revenue	183,277.39		
	$ 4,593,264.47		
Sub-Total		$ 4,593,264.47	
			$ 4,593,264.47
			$ 6,839,692.17

C. Expenses - 01/01/2013 to 12/31/2013

Budget Expenditures

Total Personnel Services	-1,153,520.92		
Total All Supplies	-95,089.77		
Services and Charges	-700,263.95		
GSD Treatment Charges	-2,318,819.50		
Total Capital Costs	-413.60		
	$ (4,268,107.74)		
Sub-Total		$ (4,268,107.74)	
			$ (4,268,107.74)
Balance - December 31, 2013			**$ 2,571,584.43**

Cash Balance - Standard Bank - 12/31/2013	$643,147.57
CD Standard Bank - Matures April, 2014	1,617,053.78
Money Market Standard Bank 12/31/13	311,383.08
	$2,571,584.43

MERRILLVILLE CONSERVANCY DISTRICT

CONSTRUCTION FUND

2. CONSTRUCTION FUND

A. Cash Balance - 12/31/2012

Standard Bank -Checking	$ -			
CD - Standard Bank Matures April 2013	$ 1,136,216.53			
Money Market Standard Bank	$ 515,546.47			
	$ 1,651,763.00			
Sub-Total		$ 1,651,763.00		
			$	1,651,763.00

B. Income - 01/01/2013 to 12/31/2013

Interest on CD	$ 1,999.63			
Interest on Money Market	$ 479.12			
Sub-Total	2,478.75	$ 2,478.75		
			$	**1,654,241.75**

C. Expenses - 01/01/2013 to 12/31/2013

	$ -			
Sub-Total		$ -		
			$	-
Balance - December 31, 2013			**$**	**1,654,241.75**

Cash Balance - Standard Bank - 12/31/2013	
CD Standard Bank - Matures April, 2014	$ 1,138,216.16
Money Market Standard Bank 12/31/13	$ 516,025.59
	$ 1,654,241.75

MERRILLVILLE CONSERVANCY DISTRICT

DEBT SERVICE FUND

3. DEBT SERVICE FUND

A. Cash Balance 12/31/2012

Standard Bank Money MKT	$ 1,105,689.44			
Standard Bank Checking	-			
	$ 1,105,689.44			
Sub-Total		$ 1,105,689.44		
			$	**1,105,689.44**

B. Income - 01/01/2013 to 12/31/2013

Tax Disbursements	$ 3,168,038.70			
Interest on Money Market	994.06			
Independence Hill Capital Payment	55,000.00			
Transfer from MM to Checking	400,781.62			
	$ 3,624,814.38			
Sub-Total		$ 3,624,814.38		
			$	3,624,814.38
			$	**4,730,503.82**

C. Expenses - 01/01/13 to 12/31/13

Bond Payment - P & I 2007 Bonds	-395,953.75			
Bond Payment - P & I 2011 Bonds	-2,743,795.00			
Gary Sanitary District - Capital Cost	-530,000.00			
Transfer to Checking from MM	-400,781.62			
Debt Service - Service Charges	-500.00			
	-$4,071,030.37			
Sub-Total		-$4,071,030.37		
				-$4,071,030.37
Balance - December 31, 2013			$	**659,473.45**
Money Market Standard Bank 12/31/13	$ 659,473.45			
	$ **659,473.45**			

MERRILLVILLE CONSERVANCY DISTRICT

CUMULATIVE FUND

4. CUMULATIVE FUND

A. Cash Balance - 12/31/12

Standard Bank Checking	$ 150,934.24			
Standard Bank Money MKT	$ 48,061.76			
CD - Standard Bank Matures April, 2013	$ 3,439,459.91			
	$ 3,638,455.91			
Sub-Total		$ 3,638,455.91		$ 3,638,455.91

B. Income - 01/01/2013 to 12/31/2013

Tap Fees	375,244.75			
Miscellaneous	3,450.00			
Interest on Money Market	87.49			
Interest on Investment	5,330.70			
Lamar Sign - Lease Payment	10,000.00			
	$ 394,112.94			
Sub-Total		$ 394,112.94		**$ 394,112.94**
				$ 4,032,568.85

C. Expenses - 01/01/2013 to 12/31/2013

Expenses	-105,029.49			
	$ (105,029.49)			
				$ (105,029.49)
Balance - December 31, 2013				**$ 3,927,539.36**
Cash Balance- Standard Bank - 12/31/13	$ 64,559.50			
Money Market Balance - Standard Bank - 12/31/13	418,189.25			
CD - Standard Bank Matures April, 2014	3,444,790.61			
	$ 3,927,539.36			

MERRILLVILLE CONSERVANCY DISTRICT

EXPANSION FUND

5. EXPANSION FUND

A. Cash Balance - 12/31/12			
Standard Bank Money MKT	128,682.84		
Sub-Total		$ 128,682.84	$ **128,682.84**
B. Income - 01/01/12 to 12/31/13			
Money Market Interest	$ 114.43		
Sub-Total	114.43	$ 114.43	$ 114.43
			$ **128,797.27**
C. Expenses - 01/01/13to 12/31/13			
Construction Expenses	-602.53		
	-602.53		
Sub-Total		$ (602.53)	$ (602.53)
Balance - December 31, 2013			$ **128,194.74**
Money Market Balance - Standard Bank - 12/31/13	128,194.74		
	$ **128,194.74**		

MERRILLVILLE CONSERVANCY DISTRICT

2011 BOND FUND

6. 2011 BOND FUND

A. Cash Balance - 12/31/12

First Midwest Bank - Checking	$ 3,917.83			
First Midwest Bank - Money MKT	$ 445,855.36			
CD - Matures April 2013	$ 3,763,953.42			
Sub-Total	$ 4,213,726.61	$ 4,213,726.61		
			$	**4,213,726.61**

B. Income - 01/01/13 to 12/31/13

Money Market Interest	883.87			
Interest on Investment	6,316.96			
	$ 7,200.83			
Sub-Total		$ 7,200.83		
			$	7,200.83
			$	**4,220,927.44**

C. Expenses - 01/01/13 to 12/31/13

Expenses				
Budget Expenses	-181,757.28			
	-181,757.28			
Sub-Total		$ (181,757.28)		
			$	(181,757.28)
Balance - December 31, 2013			$	**4,039,170.16**

Cash Balance- First Midwest Bank - 12/31/13	$ 3,545.05
Money Market Balance - First Midwest Bank - 12/31/13	620,354.73
CD - Standard Bank Matures April, 2014	3,415,270.38
	$ 4,039,170.16

INVESTMENTS AND CASH BALANCES AS OF DECEMBER 2013

A. Money Market as of December - 2013

General Fund - Standard Bank	$ 311,383.08		
Construction Fund - Standard Bank	$ 516,025.59		
Debt Service Fund - Standard Bank	$ 659,473.45		
Cumulative Fund - Standard Bank	$ 418,189.25		
Expansion Fund - Standard Bank	$ 128,194.74		
Sub-Total	$ 2,033,266.11		
		$	**2,033,266.11**

B. Cash Balances of Checking Accounts as of December 31, 2013

General Fund - Standard Bank -3940190006	$ 643,147.57		
Construction Fund - Standard Bank -3940190006	$ -		
Debt Service Fund -Standard Bank -3940190006	$ -		
Cumulative Fund - Standard Bank -3940190006	$ 64,559.50		
Expansion Fund - Standard Bank -3940190006	$ -		
Sub-Total	$ 707,707.07		
		$	**707,707.07**

A. Investments (CD's) as of December - 2013

General Fund - CD - STANDARD Bank	$ 1,617,053.78		
Construction Fund - STANDARD Bank	$ 1,138,216.16		
Debt Service Fund - STANDARD Bank	$ -		
Cumulative Fund - STANDARD Bank	$ 3,444,790.61		
Expansion Fund - STANDARD Bank	$ -		
Sub-Total	$ 6,200,060.55		
		$	6,200,060.55
Total Money Market, Cash and Investments Balances as of December 31, 2013		$	8,941,033.73

Standard Bank Account - 39401900006

Bank Balance as of December 31, 2013	$ 2,789,846.50			
Outstanding Dep Difference March	$ (61.00)			
Aflac April & May Adjustments	$ (703.34)			
Payroll Adjustments	$ 1,587.75			
Sub-Total		$ 2,790,669.91		
			$	**2,790,669.91**
Outstanding Checks Per Fund				
General Fund	-244,400.37			
Debt Service Fund	-1,828,382.50			
Cumualtive Fund	-10,423.08			
	$ (2,083,205.95)			
Sub-Total		$ (2,083,205.95)		
Fund Balances as of December 31, 2013				
Payroll	243.11		$	**(2,083,205.95)**
General Fund	-643,147.57			
Construction Fund	0.00			
Debt Service	0.00			
Cumulative	-64,559.50			
Expansion Fund	0.00			
	-707,463.96			
Total			$	(707,463.96)
			$	-

First Midwest Bank - 9641324885

Bank Balance as of December 31, 2013	$ 24,624.55			
		$ 24,624.55		
Outstanding Checks			$	24,624.55
2011 Bond Fund	-21,079.50			
	$ (21,079.50)			
Sub-Total				
		$ (21,079.50)		
Fund Balances as of December 31, 2013				
			$	**(21,079.50)**
General Fund - 6010	-3,545.05			
		$ (3,545.05)		
Total			$	(3,545.05)
			$	-

All Accounts are in Balance with all Bank Statements as of December 31, 2013

Vickee Edwards
Financial Clerk

UMBAUGH
It's all about experience.

H. J. Umbaugh & Associates
Certified Public Accountants, LLP
925 Dora Lane
Suite 1
P.O. Box 697
Plymouth, IN 46563-0697
Phone: 574-935-5178
Fax: 574-935-5928
www.umbaugh.com

MCD EXHIBIT 17

June 20, 2011

Board of Directors
Merrillville Conservancy District
6250 Broadway
Merrillville, IN 46410

Re: Merrillville Conservancy District – Adopted Rates

Dear Members of the Board:

The attached schedules (listed below) present unaudited and limited information for the purpose of discussion and consideration in the revision of rates by appropriate officers, officials and advisors of the Merrillville Conservancy District. The use of these schedules should be restricted to this purpose, for internal use only, as the information is subject to future revision and final report.

Page 3	Comparative Schedule of Selected Financial Information Arising from Cash Transactions
Pages 4-5	Comparative Schedule of Cash Receipts and Disbursements
Page 6	Schedule of Amortization of $5,480,000 Principal Amount of Outstanding Conservancy District Bonds of 2000
Page 7	Schedule of Amortization of $8,050,000 Principal Amount of Outstanding Conservancy District Bonds of 2003
Page 8	Schedule of Amortization of $8,800,000 Principal Amount of Outstanding Conservancy District Bonds of 2007
Page 9	Schedule of Combined Bond Amortization
Page 10	Normalized Annual Operating Revenues at Existing Rates for Bi-Monthly Residential Customers
Page 11	Schedule of Test Year Operating Disbursements Adjusted to Pro Forma
Page 12	Estimated Annual Treatment Charge
Page 13	Schedule of Estimated Annual Revenue Versus Estimated Annual Revenue Requirements
Page 14	Unaudited Operation, Maintenance and Replacement Cost Allocated to Function
Page 15	Allocation of Treatment Costs to IHCD
Page 16	Summary of Annual Bills, Equivalent Bi-Monthly Connections and Billed Flow
Page 17	Estimated User Charges
Page 18	Schedule of Present and Proposed Rates and Charges
Page 19	Unaudited Operation, Maintenance and Replacement Cost Allocated to Function – Option 1
Page 20	Allocation of Treatment Costs to IHCD – Option 1
Page 21	Estimated User Charges – Option 1
Page 22	Schedule of Present and Proposed Rates and Charges – Option 1
Page 23	Unaudited Operation, Maintenance and Replacement Cost Allocated to Function – Option 2

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June 20, 2011

Board of Directors
Merrillville Conservancy District
6250 Broadway
Merrillville, IN 46410

Re: Merrillville Conservancy District – Adopted Rates

Dear Members of the Board:

The attached schedules (listed below) present unaudited and limited information for the purpose of discussion and consideration in the revision of rates by appropriate officers, officials and advisors of the Merrillville Conservancy District. The use of these schedules should be restricted to this purpose, for internal use only, as the information is subject to future revision and final report.

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Page 24 Allocation of Treatment Costs to IHCD – Option 2
Page 25 Estimated User Charges – Option 2
Page 26 Schedule of Present and Proposed Rates and Charges – Option 2

We would appreciate your questions or comments on this information and would provide additional information upon request.

Very truly yours,

UMBAUGH

John D. Julien

MERRILLVILLE CONSERVANCY DISTRICT
Merrillville, Indiana

COMPARATIVE SCHEDULE OF SELECTED FINANCIAL INFORMATION ARISING FROM CASH TRANSACTIONS
(Unaudited)

	As of		
Cash and Investments:	4/30/2010	12/31/2010	4/30/2011
General Fund	$2,844,493	$2,654,659	$2,432,377
Construction Fund	1,708,353	1,690,640	1,693,072
Debt Service Fund	1,810,494	456,554	1,839,208
Cumulative Fund	3,413,663	3,413,663	3,423,427
Expansion Fund	3,938,619	2,716,997	2,120,393
Total Cash and Investments	$13,715,622	$10,932,513	$11,508,477
Bonded Indebtedness:			
Conservancy District Bonds of 2000 (General Obligation) Interest rates - 4.75% - 4.90% Final maturity - January 15, 2015	$7,030,000	$6,010,000	$5,480,000
Conservancy District Bonds of 2003 (General Obligation) Interest rates - 3.50% - 4.75% Final maturity - July 15, 2022	8,865,000	8,600,000	8,050,000
Conservancy District Refunding Bonds of 2007 (General Obligation) Interest rates - 3.65% - 4.20% Final maturity - January 15, 2024	8,875,000	8,850,000	8,800,000
Total Bonded Indebtedness	$24,770,000	$23,460,000	$22,330,000

(Subject to the attached letter dated June 20, 2011 of Umbaugh)
(Preliminary draft - subject to change)
(Internal use only)

MERRILLVILLE CONSERVANCY DISTRICT
Merrillville, Indiana

COMPARATIVE SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
(Unaudited)

	Calendar Year 2010	12 Months Ended 4/30/2011
Operating Receipts:		
Treatment and Collection:		
User charges	$3,029,745	$3,030,838
Outside user charges	870,026	585,984
Other	44,729	37,033
Total operating receipts	3,944,500	3,653,855
Operating Disbursements:		
Salaries and wages	889,246	811,394
Employee benefits	262,880	264,466
Purchased treatment	1,992,853	2,191,357
Repairs and maintenance	146,780	147,707
Materials and supplies	97,665	92,361
Contractual services	180,770	170,150
Bank charges	4,667	4,167
Postage	14,054	5,710
Communications	28,576	27,040
Printing	4,222	4,245
Insurance	60,091	58,288
Utilities	252,162	249,269
Rentals	387	600
Other services and charges	100,893	106,058
Miscellaneous	1,055	167
Total operating disbursements	4,036,301	4,132,979
Net Operating Receipts	($91,801)	($479,124)

(Continued on next page)

(Subject to the attached letter dated June 20, 2011 of Umbaugh)
(Preliminary draft - subject to change)
(Internal use only)

MERRILLVILLE CONSERVANCY DISTRICT
Merrillville, Indiana

(Cont'd)

COMPARATIVE SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
(Unaudited)

	Calendar Year 2010	12 Months Ended 4/30/2011
Non-Operating Receipts:		
Property tax receipts	$5,163,301	$3,084,485
Interest receipts	78,409	71,139
Tap-in fees	218,564	203,834
Total non-operating receipts	5,460,274	3,359,458
Non-Operating Disbursements:		
Capital improvements	1,618,702	1,975,444
GSD capital costs	452,725	452,725
Conservancy tax	2,716	-
Paying agent fees	1,300	1,300
Principal and interest on bonds	2,658,010	2,658,010
Total non-operating disbursements	4,733,453	5,087,479
Increase in cash and investments	635,020	(2,207,145)
Beginning cash and investments	10,297,493	13,715,622
Ending cash and investments	$10,932,513	$11,508,477

(Subject to the attached letter dated June 20, 2011 of Umbaugh)
(Preliminary draft - subject to change)
(Internal use only)

MERRILLVILLE CONSERVANCY DISTRICT
Merrillville, Indiana

SCHEDULE OF AMORTIZATION OF $5,480,000 PRINCIPAL AMOUNT OF OUTSTANDING CONSERVANCY DISTRICT BONDS OF 2000
Principal and interest payable semi-annually on January 15th and July 15th.
Interest rates as shown.

Payment Date	Principal Outstanding	Principal	Interest Rates	Interest	Total	Bond Year Total
	(-------In Thousands-------)		(%)	(----------In Dollars----------)		
07/15/11	$5,480	$545	4.75	$131,790.00	$676,790.00	
01/15/12	4,935	555	4.75	118,846.25	673,846.25	$1,350,636.25
07/15/12	4,380	570	4.75	105,665.00	675,665.00	
01/15/13	3,810	590	4.75	92,127.50	682,127.50	1,357,792.50
07/15/13	3,220	610	4.75	78,115.00	688,115.00	
01/15/14	2,610	625	4.85	63,627.50	688,627.50	1,376,742.50
07/15/14	1,985	645	4.85	48,471.25	693,471.25	
01/15/15	1,340	660	4.90	32,830.00	692,830.00	1,386,301.25
07/15/15	680	680	4.90	16,660.00	696,660.00	696,660.00
Totals		$5,480		$688,132.50	$6,168,132.50	$6,168,132.50

Average annual debt service for the four bond years ending January 15, 2015 $1,367,868.13

(Subject to the attached letter dated June 20, 2011 of Umbaugh)
(Preliminary draft - subject to change)
(Internal use only)

MERRILLVILLE CONSERVANCY DISTRICT
Merrillville, Indiana

SCHEDULE OF AMORTIZATION OF $8,050,000 PRINCIPAL AMOUNT OF OUTSTANDING CONSERVANCY DISTRICT BONDS OF 2003
Principal and interest payable semi-annually on January 15th and July 15th.
Interest rates as shown.

Payment Date	Principal Outstanding	Principal	Interest Rates	Interest	Total	Bond Year Total
	(--------In Thousands--------)		(%)	(----------In Dollars----------)		
07/15/11	$8,050	$280	3.50	$173,003.75	$453,003.75	
01/15/12	7,770	285	3.75	168,103.75	453,103.75	$906,107.50
07/15/12	7,485	290	3.75	162,760.00	452,760.00	
01/15/13	7,195	290	3.80	157,322.50	447,322.50	900,082.50
07/15/13	6,905	295	3.80	151,812.50	446,812.50	
01/15/14	6,610	305	4.00	146,207.50	451,207.50	898,020.00
07/15/14	6,305	310	4.00	140,107.50	450,107.50	
01/15/15	5,995	315	4.10	133,907.50	448,907.50	899,015.00
07/15/15	5,680	320	4.10	127,450.00	447,450.00	
01/15/16	5,360	330	4.20	120,890.00	450,890.00	898,340.00
07/15/16	5,030	335	4.20	113,960.00	448,960.00	
01/15/17	4,695	340	4.30	106,925.00	446,925.00	895,885.00
07/15/17	4,355	350	4.30	99,615.00	449,615.00	
01/15/18	4,005	360	4.40	92,090.00	452,090.00	901,705.00
07/15/18	3,645	365	4.40	84,170.00	449,170.00	
01/15/19	3,280	375	4.50	76,140.00	451,140.00	900,310.00
07/15/19	2,905	385	4.50	67,702.50	452,702.50	
01/15/20	2,520	395	4.60	59,040.00	454,040.00	906,742.50
07/15/20	2,125	405	4.60	49,955.00	454,955.00	
01/15/21	1,720	415	4.70	40,640.00	455,640.00	910,595.00
07/15/21	1,305	425	4.70	30,887.50	455,887.50	
01/15/22	880	435	4.75	20,900.00	455,900.00	911,787.50
07/15/22	445	445	4.75	10,568.75	455,568.75	455,568.75
Totals		$8,050		$2,334,158.75	$10,384,158.75	$10,384,158.75

Average annual debt service for the four bond years ending January 15, 2015 $900,806.25

(Subject to the attached letter dated June 20, 2011 of Umbaugh)
(Preliminary draft - subject to change)
(Internal use only)

MERRILLVILLE CONSERVANCY DISTRICT
Merrillville, Indiana

SCHEDULE OF AMORTIZATION OF $8,800,000 PRINCIPAL AMOUNT OF OUTSTANDING CONSERVANCY DISTRICT BONDS OF 2007
Principal and interest payable semi-annually on January 15th and July 15th.
Interest rates as shown.

Payment Date	Principal Outstanding	Principal	Interest Rates	Interest	Total	Bond Year Total
	(--------In Thousands--------)		(%)	(----------In Dollars----------)		
07/15/11	$8,800	$25	3.65	$175,061.25	$200,061.25	
01/15/12	8,775	25	3.70	174,605.00	199,605.00	$399,666.25
07/15/12	8,750	25	3.70	174,142.50	199,142.50	
01/15/13	8,725	25	3.75	173,680.00	198,680.00	397,822.50
07/15/13	8,700	25	3.75	173,211.25	198,211.25	
01/15/14	8,675	25	3.80	172,742.50	197,742.50	395,953.75
07/15/14	8,650	25	3.80	172,267.50	197,267.50	
01/15/15	8,625	25	3.85	171,792.50	196,792.50	394,060.00
07/15/15	8,600	30	3.85	171,311.25	201,311.25	
01/15/16	8,570	725	3.85	170,733.75	895,733.75	1,097,045.00
07/15/16	7,845	745	3.85	156,777.50	901,777.50	
01/15/17	7,100	760	3.90	142,436.25	902,436.25	1,804,213.75
07/15/17	6,340	780	3.90	127,616.25	907,616.25	
01/15/18	5,560	795	3.95	112,406.25	907,406.25	1,815,022.50
07/15/18	4,765	815	3.95	96,705.00	911,705.00	
01/15/19	3,950	830	4.00	80,608.75	910,608.75	1,822,313.75
07/15/19	3,120	855	4.00	64,008.75	919,008.75	
01/15/20	2,265	875	4.05	46,908.75	921,908.75	1,840,917.50
07/15/20	1,390			29,190.00	29,190.00	
01/15/21	1,390			29,190.00	29,190.00	58,380.00
07/15/21	1,390			29,190.00	29,190.00	
01/15/22	1,390			29,190.00	29,190.00	58,380.00
07/15/22	1,390			29,190.00	29,190.00	
01/15/23	1,390	450	4.20	29,190.00	479,190.00	508,380.00
07/15/23	940	465	4.20	19,740.00	484,740.00	
01/15/24	475	475	4.20	9,975.00	484,975.00	969,715.00
Totals		$8,800		$2,761,870.00	$11,561,870.00	$11,561,870.00

Average annual debt service for the four bond years ending January 15, 2015 $396,875.63

(Subject to the attached letter dated June 20, 2011 of Umbaugh)
(Preliminary draft - subject to change)
(Internal use only)

MERRILLVILLE CONSERVANCY DISTRICT
Merrillville, Indiana

SCHEDULE OF COMBINED BOND AMORTIZATION

Payment Date	2000 Bonds	2003 Bonds	2007 Bonds	Total	Bond Year Total
07/15/11	$676,790.00	$453,003.75	$200,061.25	$1,329,855.00	
01/15/12	673,846.25	453,103.75	199,605.00	1,326,555.00	$2,656,410.00
07/15/12	675,665.00	452,760.00	199,142.50	1,327,567.50	
01/15/13	682,127.50	447,322.50	198,680.00	1,328,130.00	2,655,697.50
07/15/13	688,115.00	446,812.50	198,211.25	1,333,138.75	
01/15/14	688,627.50	451,207.50	197,742.50	1,337,577.50	2,670,716.25
07/15/14	693,471.25	450,107.50	197,267.50	1,340,846.25	
01/15/15	692,830.00	448,907.50	196,792.50	1,338,530.00	2,679,376.25
07/15/15	696,660.00	447,450.00	201,311.25	1,345,421.25	
01/15/16		450,890.00	895,733.75	1,346,623.75	2,692,045.00
07/15/16		448,960.00	901,777.50	1,350,737.50	
01/15/17		446,925.00	902,436.25	1,349,361.25	2,700,098.75
07/15/17		449,615.00	907,616.25	1,357,231.25	
01/15/18		452,090.00	907,406.25	1,359,496.25	2,716,727.50
07/15/18		449,170.00	911,705.00	1,360,875.00	
01/15/19		451,140.00	910,608.75	1,361,748.75	2,722,623.75
07/15/19		452,702.50	919,008.75	1,371,711.25	
01/15/20		454,040.00	921,908.75	1,375,948.75	2,747,660.00
07/15/20		454,955.00	29,190.00	484,145.00	
01/15/21		455,640.00	29,190.00	484,830.00	968,975.00
07/15/21		455,887.50	29,190.00	485,077.50	
01/15/22		455,900.00	29,190.00	485,090.00	970,167.50
07/15/22		455,568.75	29,190.00	484,758.75	
01/15/23			479,190.00	479,190.00	963,948.75
07/15/23			484,740.00	484,740.00	
01/15/24			484,975.00	484,975.00	969,715.00
	$6,168,132.50	$10,384,158.75	$11,561,870.00	$28,114,161.25	$28,114,161.25

Average annual debt service for the four bond years ending January 15, 2015 $2,665,550.00

(Subject to the attached letter dated June 20, 2011 of Umbaugh)
(Preliminary draft - subject to change)
(Internal use only)

MERRILLVILLE CONSERVANCY DISTRICT

NORMALIZED ANNUAL OPERATING REVENUES AT EXISTING RATES FOR BI-MONTHLY RESIDENTIAL CUSTOMERS

Bi-Monthly Customers:

Billing Cycle	Existing Customers Billed	Increase (Decrease) in Users	Times Additional Bi-Monthly Bills	Additional Bi-Monthly Bills
Apr-10	6,121			
Jun-10	6,136	15	1	15
Aug-10	6,148	12	2	24
Oct-10	6,146	(2)	3	(6)
Dec-10	6,159	13	4	52
Feb-11	6,178	19	5	95
Totals		57		180

Times estimated residential bi-monthly bill for 6,000 at existing rates	x	$43.80
Total normalized increase in revenues for bi-monthly residential customers		7,884
Plus test year inside user charges		3,030,838
Normalized metered residential revenues		$3,038,722

(Subject to the attached letter dated June 20, 2011 of Umbaugh)
(Preliminary draft - subject to change)
(Internal use only)

MERRILLVILLE CONSERVANCY DISTRICT
Merrillville, Indiana

SCHEDULE OF TEST YEAR OPERATING DISBURSEMENTS
ADJUSTED TO PRO FORMA

	Test Year Ended 4/30/2011	Adjustments	Pro Forma (Per 2011 Budget)
Salaries and Wages:			
Board	$15,158	$11,842	$27,000
Secretary/clerk	101,355	3,645	105,000
District coordinator	63,165	1,835	65,000
District superintendent	57,632	2,368	60,000
Operators and field personnel	574,083	21,917	596,000
Total Salaries and Wages	811,393	41,607	853,000
Employee benefits:			
FICA	61,733	6,267	68,000
Group health and life insurance	202,733	42,267	245,000
Total Employee Benefits	264,466	48,534	313,000
Purchased treatment	2,191,357	115,643	2,307,000
Materials and supplies:			
Office supplies, janitorial, and other	6,929	571	7,500
Operating and maintenance	85,432	28,568	114,000
Total Materials and Supplies	92,361	29,139	121,500
Contractual Services:			
Legal services	60,852	9,148	70,000
Engineering services	49,084	916	50,000
Accounting services	9,734	10,266	20,000
Laboratory testing	18,402	(3,402)	15,000
Computer programming	32,078	(2,078)	30,000
Total Contractual Services	170,150	14,850	185,000
Repairs and maintenance:			
Building and structures	96,198	(32,198)	64,000
Lift station equipment	41,766	8,234	50,000
Office equipment	5,164	14,836	20,000
Heating and a/c equipment	622	2,378	3,000
Computer maintenance	3,957	1,043	5,000
Total Repairs and Maintenance	147,707	(5,707)	142,000
Communications	27,040	2,960	30,000
Utilities:			
Purchased power	222,355	32,645	255,000
Billing data	15,107	5,893	21,000
Other services and charges	11,808	5,192	17,000
Total Utilities	249,270	43,730	293,000
Rentals:			
Miscellaneous equipment	600	(600)	-
Other services and charges	106,058	(104,558)	1,500
Postage	5,710	6,290	12,000
Printing	4,245	755	5,000
Insurance	58,288	6,712	65,000
Bank charges	4,167	(167)	4,000
Miscellaneous	167	(167)	
Totals	$4,132,979	$199,021	$4,332,000

(Subject to the attached letter dated June 20, 2011 of Umbaugh)
(Preliminary draft - subject to change)
(Internal use only)

MERRILLVILLE CONSERVANCY DISTRICT
Merrillville, Indiana

ESTIMATED ANNUAL TREATMENT CHARGE

	Usage 12 Months Ended 4/30/2011	Rate (1)	Estimated Annual Treatment Charge
Flow (in 1,000 gallons)	1,926,765.00	$0.3284	$632,750
Ammonia (in pounds)	282,518.48	0.1664	47,011
CBOD (in pounds)	2,490,596.73	0.1691	421,160
Phosphorus (in pounds)	52,621.79	1.4566	76,649
TSS (in pounds)	1,714,832.22	0.3108	532,970
Specific volume costs			128,056
Monitoring fees			53,900
Total			$1,892,496

(1) Based on 2011 rates.

(Subject to the attached letter dated June 20, 2011 of Umbaugh)
(Preliminary draft - subject to change)
(Internal use only)

MERRILLVILLE CONSERVANCY DISTRICT
Merrillville, Indiana

SCHEDULE OF ESTIMATED ANNUAL REVENUE VERSUS ESTIMATED ANNUAL REVENUE REQUIREMENTS

Estimated Annual Revenue:	
Normalized user charges - MCD	$3,038,722
Test year outside user charges - IHCD	585,984
Tap fees	203,834
Test year interest receipts	71,139
Test year other operating receipts	37,033
Test year debt service charge - IHCD	-
Test year sign rental	-
Total estimated annual revenue	3,936,712
Estimated Revenue Requirements:	
Pro forma operating disbursements	4,332,000
Average GSD capital charges (2009-2012)	453,000
Funds for capital improvements	380,000
Total estimated annual revenue requirements	5,165,000
Shortfall	($1,228,288)

(Subject to the attached letter dated June 20, 2011 of Umbaugh)
(Preliminary draft - subject to change)
(Internal use only)

MERRILLVILLE CONSERVANCY DISTRICT
Merrillville, Indiana

UNAUDITED OPERATION, MAINTENANCE AND REPLACEMENT COST ALLOCATED TO FUNCTION

	Treatment	Lift Stations	Collection System	Billing & Collection	Admin	Totals
Salaries and Wages:						
Board					$27,000	$27,000
Secretary/clerk				$105,000		105,000
District coordinator				17,550	47,450	65,000
District superintendent		$28,002	$31,998			60,000
Operators and field personnel		278,153	317,847			596,000
Total Salaries and Wages		306,155	349,845	122,550	74,450	853,000
Employee benefits:						
FICA		24,406	27,889	9,770	5,935	68,000
Group health and life insurance		87,934	100,483	35,199	21,384	245,000
Total Employee Benefits		112,340	128,372	44,969	27,319	313,000
Purchased treatment	$2,307,000					2,307,000
Materials and supplies:						
Office supplies, janitorial, and other				4,687	2,813	7,500
Operating and maintenance		41,040	72,960			114,000
Total Materials and Supplies		41,040	72,960	4,687	2,813	121,500
Contractual Services:						
Legal services					70,000	70,000
Engineering services		14,050	28,100		7,850	50,000
Accounting services					20,000	20,000
Laboratory testing	15,000					15,000
Computer programming				25,710	4,290	30,000
Total Contractual Services	15,000	14,050	28,100	25,710	102,140	185,000
Repairs and maintenance:						
Building and structures			57,600	3,200	3,200	64,000
Lift station equipment		50,000				50,000
Office equipment				15,000	5,000	20,000
Heating and a/c equipment				1,500	1,500	3,000
Computer maintenance				4,285	715	5,000
Total Repairs and Maintenance		50,000	57,600	23,985	10,415	142,000
Communications		4,800	7,800	9,900	7,500	30,000
Utilities:						
Purchased power		229,500		12,750	12,750	255,000
Billing data				21,000		21,000
Other services and charges				8,500	8,500	17,000
Total Utilities		229,500		42,250	21,250	293,000
Other services and charges					1,500	1,500
Postage				12,000		12,000
Printing					5,000	5,000
Insurance					65,000	65,000
Bank charges					4,000	4,000
Total operation and maintenance	2,322,000	757,885	644,677	286,051	321,387	4,332,000
Plus allocation of administrative costs	160,694	72,123	61,349	27,221	(321,387)	
Sub-total	2,482,694	830,008	706,026	313,272		4,332,000
Replacements		146,528	62,901	31,571		241,000
Total O, M, & R	$2,482,694	$976,536	$768,927	$344,843	$0	$4,573,000

(Subject to the attached letter dated June 20, 2011 of Umbaugh)
(Preliminary draft - subject to change)
(Internal use only)

MERRILLVILLE CONSERVANCY DISTRICT
Merrillville, Indiana

ALLOCATION OF TREATMENT COSTS TO IHCD

	Annual Flow (in 1,000's)	Percent
MCD	1,461,795	75.868%
IHCD	464,970	24.132%
Totals	1,926,765	100.000%

Calculation of IHCD's Share of Annual O, M & R Costs

Annual treatment O, M & R		$2,482,694	
Times IHCD's share of flow	x	24.132%	
IHCD's share of annual flow O, M & R			$599,124
63rd Street lift station O, M, & R (1)		388,173	
Times IHCD's share of flow at 63rd Street (2)	x	38.119%	
IHCD's share of lift station O, M, & R			147,968
Collection system O, M & R		768,927	
Times 10% (assumed interceptor portion)	x	10.000%	
Assumed interceptor O, M & R		76,893	
Times IHCD's share of flow	x	24.132%	
IHCD's share of interceptor O, M & R			18,556
Assumed annual billing & collecting			1,000
Total annual O, M & R allocated to IHCD			$766,648

Note: The above annual O, M & R allocated to IHCD would amount to approximately $1.649 per 1,000 gallons and does not include IHCD's share of MCD or GSD capital costs.

(1) 63rd Street lift station O, M & R based on relationship of 63rd Street station flow versus flow of all lift stations as shown in the report dated 12/29/2003 of Umbaugh; 39.75% of total usage ($976,536 x 39.75% = $388,173).

(2) IHCD portion of flow at 63rd Street station = 38.119%.

(Subject to the attached letter dated June 20, 2011 of Umbaugh)
(Preliminary draft - subject to change)
(Internal use only)

MERRILLVILLE CONSERVANCY DISTRICT
Merrillville, Indiana

SUMMARY OF ANNUAL BILLS, EQUIVALENT BI-MONTHLY CONNECTIONS AND BILLED FLOW

Metered Users: Meter Size	Ratio	Bi-Monthly Bills	Bi-Monthly Equivalent Connections	Estimated Billed Flow (Thousands)
5/8" - 3/4"	1.0	32,838	32,838	
1"	2.5	1,524	3,810	
1 1/2"	5.8	708	4,106	
2"	10.0	1,080	10,800	
3"	23.0	132	3,036	
4"	41.0	60	2,460	
6"	92.0	48	4,416	
8"	164.0	12	1,968	
Total Metered Users		36,402	63,434	899,643
Unmetered Users:				
MCD (monthly)	1.0	2,379	2,379	8,586
Total MCD		38,781	65,813	908,229
IHCD/Lincoln Utilities				464,970
Total				1,373,199

(Subject to the attached letter dated June 20, 2011 of Umbaugh)
(Preliminary draft - subject to change)
(Internal use only)

MERRILLVILLE CONSERVANCY DISTRICT
Merrillville, Indiana

ESTIMATED USER CHARGES

	Treatment	Lift Stations	Collection System	Billing & Collecting	Totals
Total O, M & R	$2,482,694	$976,536	$768,927	$344,843	$4,573,000
Less: IHCD's share	(599,124)	(147,968)	(18,556)	(1,000)	(766,648)
Funds for capital		113,080	24,120	1,800	139,000
Less: Est. interest receipts			(44,818)	(26,321)	(71,139)
Est. other receipts			(23,146)	(13,887)	(37,033)
Totals	$1,883,570	$941,648	$706,527	$305,435	$3,837,180

Treatment charge = $1,883,570 + $941,648 = $2,825,218 / 908,229 = $3.111 / 1,000 gallons.

Collection system charge = $706,527 / 65,813 = $10.75 / equivalent 5/8" meter.

Billing charge = $305,435 / 38,781 = $7.85 / bi-monthly.

Water Meter Size	Ratio	Collection System	Billing & Collecting	Totals
5/8" - 3/4"	1.0	$10.75	$7.85	$18.60
1"	2.5	26.88	7.85	34.73
1 1/2"	5.8	62.35	7.85	70.20
2"	10.0	107.50	7.85	115.35
3"	23.0	247.25	7.85	255.10
4"	41.0	440.75	7.85	448.60
6"	92.0	989.00	7.85	996.85
8"	164.0	1,763.00	7.85	1,770.85

Plus:

Treatment charge per 1,000 gallons $3.11

Unmetered Residential:
Users Monthly Charge:

Number of Occupants	Assumed	Monthly Base Rate (1)	Occupant Rate (2)	Totals
1	2,000 gal.	$9.30	$6.22	$15.52
2	3,000 gal.	9.30	9.33	18.63
3	4,000 gal.	9.30	12.44	21.74
4 or more	6,000 gal.	9.30	18.66	27.96

(1) One-half 5/8" base rate.
(2) Assumed flow times treatment charge.

(Subject to the attached letter dated June 20, 2011 of Umbaugh)
(Preliminary draft - subject to change)
(Internal use only)

MERRILLVILLE CONSERVANCY DISTRICT
Merrillville, Indiana

SCHEDULE OF PRESENT AND PROPOSED RATES AND CHARGES

Metered Rates:
Bi-Monthly Base Charge

Water Meter Size	Present (1)	Proposed
5/8" - 3/4"	$13.80	$18.60
1"	26.35	34.73
1 1/2"	53.90	70.20
2"	88.95	115.35
3"	197.50	255.10
4"	347.80	448.60
6"	773.65	996.85
8"	1,374.85	1,770.85
Treatment charge per 1,000 gallons	$2.50	$3.11

Unmetered Residential:
Users Monthly Charge

Number of Occupants		
1	$12.10	$15.52
2	14.70	18.63
3	17.30	21.74
4 or more	22.50	27.96

(1) Present rates per Resolution No. 03-06.

(Subject to the attached letter dated June 20, 2011 of Umbaugh)
(Preliminary draft - subject to change)
(Internal use only)

MERRILLVILLE CONSERVANCY DISTRICT
Merrillville, Indiana

Option 1 - $100,000 for Additional Repairs and Maintenance

UNAUDITED OPERATION, MAINTENANCE AND REPLACEMENT
COST ALLOCATED TO FUNCTION

	Treatment	Lift Stations	Collection System	Billing & Collection	Admin	Totals
Salaries and Wages:						
Board					$27,000	$27,000
Secretary/clerk				$105,000		105,000
District coordinator				17,550	47,450	65,000
District superintendent		$28,002	$31,998			60,000
Operators and field personnel		278,153	317,847			596,000
Total Salaries and Wages		306,155	349,845	122,550	74,450	853,000
Employee benefits:						
FICA		24,406	27,889	9,770	5,935	68,000
Group health and life insurance		87,934	100,483	35,199	21,384	245,000
Total Employee Benefits		112,340	128,372	44,969	27,319	313,000
Purchased treatment	$2,307,000					2,307,000
Materials and supplies:						
Office supplies, janitorial, and other				4,687	2,813	7,500
Operating and maintenance		41,040	72,960			114,000
Total Materials and Supplies		41,040	72,960	4,687	2,813	121,500
Contractual Services:						
Legal services					70,000	70,000
Engineering services		14,050	28,100		7,850	50,000
Accounting services					20,000	20,000
Laboratory testing	15,000					15,000
Computer programming				25,710	4,290	30,000
Total Contractual Services	15,000	14,050	28,100	25,710	102,140	185,000
Repairs and maintenance:						
Building and structures			57,600	3,200	3,200	64,000
Lift station equipment		50,000				50,000
Office equipment				15,000	5,000	20,000
Heating and a/c equipment				1,500	1,500	3,000
Computer maintenance				4,285	715	5,000
Allowance for additional repairs		**46,468**	**53,532**			**100,000**
Total Repairs and Maintenance		96,468	111,132	23,985	10,415	242,000
Communications		4,800	7,800	9,900	7,500	30,000
Utilities:						
Purchased power		229,500		12,750	12,750	255,000
Billing data				21,000		21,000
Other services and charges				8,500	8,500	17,000
Total Utilities		229,500		42,250	21,250	293,000
Other services and charges					1,500	1,500
Postage				12,000		12,000
Printing					5,000	5,000
Insurance					65,000	65,000
Bank charges					4,000	4,000
Total operation and maintenance	2,322,000	804,353	698,209	286,051	321,387	4,432,000
Plus allocation of administrative costs	160,694	72,264	62,729	25,700	(321,387)	
Replacements		146,528	62,901	31,571		241,000
Total O, M, & R	$2,482,694	$1,023,145	$823,839	$343,322	$0	$4,673,000

(Subject to the attached letter dated June 20, 2011 of Umbaugh)
(Preliminary draft - subject to change)
(Internal use only)

MERRILLVILLE CONSERVANCY DISTRICT
Merrillville, Indiana
Option 1 - $100,000 for Additional Repairs and Maintenance
ALLOCATION OF TREATMENT COSTS TO IHCD

	Annual Flow (in 1,000's)	Percent
MCD	1,461,795	75.868%
IHCD	464,970	24.132%
Totals	1,926,765	100.000%

Calculation of IHCD's Share of Annual O, M & R Costs

Annual treatment O, M & R		$2,482,694	
Times IHCD's share of flow	x	24.132%	
IHCD's share of annual flow O, M & R			$599,124
63rd Street lift station O, M, & R (1)		406,700	
Times IHCD's share of flow at 63rd Street (2)	x	38.024%	
IHCD's share of lift station O, M, & R			154,644
Collection system O, M & R		823,839	
Times 10% (assumed interceptor portion)	x	10.000%	
Assumed interceptor O, M & R		82,384	
Times IHCD's share of flow	x	24.132%	
IHCD's share of interceptor O, M & R			19,881
Assumed annual billing & collecting			1,000
Total annual O, M & R allocated to IHCD			$774,649

Note: The above annual O, M & R allocated to IHCD would amount to approximately $1.666 per 1,000 gallons and does not include IHCD's share of MCD or GSD capital costs.

(1) 63rd Street lift station O, M & R based on relationship of 63rd Street station flow versus flow of all lift stations as shown in the report dated 12/29/2003 of Umbaugh; 39.75% of total usage ($1,023,145 x 39.75% = $406,700).

(2) IHCD portion of flow at 63rd Street station = 36.544%.

(Subject to the attached letter dated June 20, 2011 of Umbaugh)
(Preliminary draft - subject to change)
(Internal use only)

MERRILLVILLE CONSERVANCY DISTRICT
Merrillville, Indiana
Option 1 - $100,000 for Additional Repairs and Maintenance
ESTIMATED USER CHARGES

	Treatment	Lift Stations	Collection System	Billing & Collecting	Totals
Total O, M & R	$2,482,694	$1,023,145	$823,839	$343,322	$4,673,000
Less: IHCD's share	(599,124)	(154,644)	(19,881)	(1,000)	(774,649)
Funds for capital		113,080	24,120	1,800	139,000
Less: Est. interest receipts			(44,818)	(26,321)	(71,139)
Est. other receipts			(23,146)	(13,887)	(37,033)
Totals	$1,883,570	$981,581	$760,114	$303,914	$3,929,179

Treatment charge = $1,883,570 + $981,581 = $2,865,151 / 908,229 = $3.155 / 1,000 gallons.

Collection system charge = $760,114 / 65,813 = $11.55 / equivalent 5/8" meter.

Billing charge = $303,914 / 38,781 = $7.80 / bi-monthly.

Water Meter Size	Ratio	Collection System	Billing & Collecting	Totals
5/8" - 3/4"	1.0	$11.55	$7.80	$19.35
1"	2.5	28.88	7.80	36.68
1 1/2"	5.8	66.99	7.80	74.79
2"	10.0	115.50	7.80	123.30
3"	23.0	265.65	7.80	273.45
4"	41.0	473.55	7.80	481.35
6"	92.0	1,062.60	7.80	1,070.40
8"	164.0	1,894.20	7.80	1,902.00

Plus:

Treatment charge per 1,000 gallons $3.15

Unmetered Residential:
Users Monthly Charge:

Number of Occupants	Assumed	Monthly Base Rate (1)	Occupant Rate (2)	Totals
1	2,000 gal.	$9.70	$6.30	$16.00
2	3,000 gal.	9.70	9.45	19.15
3	4,000 gal.	9.70	12.60	22.30
4 or more	6,000 gal.	9.70	18.90	28.60

(1) One-half 5/8" base rate.
(2) Assumed flow times treatment charge.

(Subject to the attached letter dated June 20, 2011 of Umbaugh)
(Preliminary draft - subject to change)
(Internal use only)

MERRILLVILLE CONSERVANCY DISTRICT
Merrillville, Indiana
Option 1 - $100,000 for Additional Repairs and Maintenance
SCHEDULE OF PRESENT AND PROPOSED RATES AND CHARGES

Metered Rates:
Bi-Monthly Base Charge

Water Meter Size	Present (1)	Proposed
5/8" - 3/4"	$13.80	$19.35
1"	26.35	36.68
1 1/2"	53.90	74.79
2"	88.95	123.30
3"	197.50	273.45
4"	347.80	481.35
6"	773.65	1,070.40
8"	1,374.85	1,902.00
Treatment charge per 1,000 gallons	$2.50	$3.15

Unmetered Residential:
Users Monthly Charge

Number of Occupants		
1	$12.10	$16.00
2	14.70	19.15
3	17.30	22.30
4 or more	22.50	28.60

(1) Present rates per Resolution No. 03-06.

(Subject to the attached letter dated June 20, 2011 of Umbaugh)
(Preliminary draft - subject to change)
(Internal use only)

MERRILLVILLE CONSERVANCY DISTRICT
Merrillville, Indiana

Option 2 - $300,000 for Additional Repairs and Maintenance

UNAUDITED OPERATION, MAINTENANCE AND REPLACEMENT
COST ALLOCATED TO FUNCTION

	Treatment	Lift Stations	Collection System	Billing & Collection	Admin	Totals
Salaries and Wages:						
Board					$27,000	$27,000
Secretary/clerk				$105,000		105,000
District coordinator				17,550	47,450	65,000
District superintendent		$28,002	$31,998			60,000
Operators and field personnel		278,153	317,847			596,000
Total Salaries and Wages		306,155	349,845	122,550	74,450	853,000
Employee benefits:						
FICA		24,406	27,889	9,770	5,935	68,000
Group health and life insurance		87,934	100,483	35,199	21,384	245,000
Total Employee Benefits		112,340	128,372	44,969	27,319	313,000
Purchased treatment	$2,307,000					2,307,000
Materials and supplies:						
Office supplies, janitorial, and other				4,687	2,813	7,500
Operating and maintenance		41,040	72,960			114,000
Total Materials and Supplies		41,040	72,960	4,687	2,813	121,500
Contractual Services:						
Legal services					70,000	70,000
Engineering services		14,050	28,100		7,850	50,000
Accounting services					20,000	20,000
Laboratory testing	15,000					15,000
Computer programming				25,710	4,290	30,000
Total Contractual Services	15,000	14,050	28,100	25,710	102,140	185,000
Repairs and maintenance:						
Building and structures			57,600	3,200	3,200	64,000
Lift station equipment		50,000				50,000
Office equipment				15,000	5,000	20,000
Heating and a/c equipment				1,500	1,500	3,000
Computer maintenance				4,285	715	5,000
Allowance for additional repairs		**139,405**	**160,595**			**300,000**
Total Repairs and Maintenance		189,405	218,195	23,985	10,415	442,000
Communications		4,800	7,800	9,900	7,500	30,000
Utilities:						
Purchased power		229,500		12,750	12,750	255,000
Billing data				21,000		21,000
Other services and charges				8,500	8,500	17,000
Total Utilities		229,500		42,250	21,250	293,000
Other services and charges					1,500	1,500
Postage				12,000		12,000
Printing					5,000	5,000
Insurance					65,000	65,000
Bank charges					4,000	4,000
Total operation and maintenance	2,322,000	897,290	805,272	286,051	321,387	4,632,000
Plus allocation of administrative costs	160,694	72,507	65,072	23,114	(321,387)	
Replacements		146,528	62,901	31,571		241,000
Total O, M, & R	$2,482,694	$1,116,325	$933,245	$340,736	$0	$4,873,000

(Subject to the attached letter dated June 20, 2011 of Umbaugh)
(Preliminary draft - subject to change)
(Internal use only)

MERRILLVILLE CONSERVANCY DISTRICT
Merrillville, Indiana
Option 2 - $300,000 for Additional Repairs and Maintenance
ALLOCATION OF TREATMENT COSTS TO IHCD

	Annual Flow (in 1,000's)	Percent
MCD	1,461,795	75.868%
IHCD	464,970	24.132%
Totals	1,926,765	100.000%

Calculation of IHCD's Share of Annual O, M & R Costs

Annual treatment O, M & R		$2,482,694	
Times IHCD's share of flow	x	24.132%	
IHCD's share of annual flow O, M & R			$599,124
63rd Street lift station O, M, & R (1)		443,739	
Times IHCD's share of flow at 63rd Street (2)	x	38.024%	
IHCD's share of lift station O, M, & R			168,727
Collection system O, M & R		933,245	
Times 10% (assumed interceptor portion)	x	10.000%	
Assumed interceptor O, M & R		93,325	
Times IHCD's share of flow	x	24.132%	
IHCD's share of interceptor O, M & R			22,521
Assumed annual billing & collecting			1,000
Total annual O, M & R allocated to IHCD			$791,372

Note: The above annual O, M & R allocated to IHCD would amount to approximately $1.702 per 1,000 gallons and does not include IHCD's share of MCD or GSD capital costs.

(1) 63rd Street lift station O, M & R based on relationship of 63rd Street station flow versus flow of all lift stations as shown in the report dated 12/29/2003 of Umbaugh; 39.75% of total usage ($1,116,325 x 39.75% = $443,739).

(2) IHCD portion of flow at 63rd Street station = 36.544%.

(Subject to the attached letter dated June 20, 2011 of Umbaugh)
(Preliminary draft - subject to change)
(Internal use only)

MERRILLVILLE CONSERVANCY DISTRICT
Merrillville, Indiana
Option 2 - $300,000 for Additional Repairs and Maintenance
ESTIMATED USER CHARGES

	Treatment	Lift Stations	Collection System	Billing & Collecting	Totals
Total O, M & R	$2,482,694	$1,116,325	$933,245	$340,736	$4,873,000
Less: IHCD's share	(599,124)	(168,727)	(22,521)	(1,000)	(791,372)
Funds for capital		113,080	24,120	1,800	139,000
Less: Est. interest receipts			(44,818)	(26,321)	(71,139)
Est. other receipts			(23,146)	(13,887)	(37,033)
Totals	$1,883,570	$1,060,678	$866,880	$301,328	$4,112,456

Treatment charge = $1,883,570 + $1,060,678 = $2,944,248 / 908,229 = $3.242 / 1,000 gallons.

Collection system charge = $866,880 / 65,813 = $13.20 / equivalent 5/8" meter.

Billing charge = $301,328 / 38,781 = $7.75 / bi-monthly.

Water Meter Size	Ratio	Collection System	Billing & Collecting	Totals
5/8" - 3/4"	1.0	$13.20	$7.75	$20.95
1"	2.5	33.00	7.75	40.75
1 1/2"	5.8	76.56	7.75	84.31
2"	10.0	132.00	7.75	139.75
3"	23.0	303.60	7.75	311.35
4"	41.0	541.20	7.75	548.95
6"	92.0	1,214.40	7.75	1,222.15
8"	164.0	2,164.80	7.75	2,172.55

Plus:

Treatment charge per 1,000 gallons $3.24

Unmetered Residential:
Users Monthly Charge:

Number of Occupants	Assumed	Monthly Base Rate (1)	Occupant Rate (2)	Totals
1	2,000 gal.	$10.50	$6.48	$16.98
2	3,000 gal.	10.50	9.72	20.22
3	4,000 gal.	10.50	12.96	23.46
4 or more	6,000 gal.	10.50	19.44	29.94

(1) One-half 5/8" base rate.
(2) Assumed flow times treatment charge.

(Subject to the attached letter dated June 20, 2011 of Umbaugh)
(Preliminary draft - subject to change)
(Internal use only)

MERRILLVILLE CONSERVANCY DISTRICT
Merrillville, Indiana
Option 2 - $300,000 for Additional Repairs and Maintenance
SCHEDULE OF PRESENT AND PROPOSED RATES AND CHARGES

Metered Rates:
Bi-Monthly Base Charge

Water Meter Size	Present (1)	Proposed
5/8" - 3/4"	$13.80	$20.95
1"	26.35	40.75
1 1/2"	53.90	84.31
2"	88.95	139.75
3"	197.50	311.35
4"	347.80	548.95
6"	773.65	1,222.15
8"	1,374.85	2,172.55
Treatment charge per 1,000 gallons	$2.50	$3.24

Unmetered Residential:
Users Monthly Charge

Number of Occupants		
1	$12.10	$16.98
2	14.70	20.22
3	17.30	23.46
4 or more	22.50	29.94

(1) Present rates per Resolution No. 03-06.

(Subject to the attached letter dated June 20, 2011 of Umbaugh)
(Preliminary draft - subject to change)
(Internal use only)

H. J. Umbaugh & Associates
Certified Public Accountants, LLP
925 Dora Lane
Suite 1
P.O. Box 697
Plymouth, IN 46563-0697
Phone: 574-935-5178
Fax: 574-935-5928
www.umbaugh.com

It's all about experience

MCD EXHIBIT 18

April 20, 2012

Board of Directors
Merrillville Conservancy District
6250 Broadway
Merrillville, Indiana 46410

Re: Merrillville Conservancy District
System Development Charge Study

Dear Members of the Board:

The attached schedules (listed below) present unaudited and limited information for the purpose of discussion and consideration in the preliminary planning stage of a system development charge study by the appropriate officers, officials and advisors of the Merrillville Conservancy District. The use of these schedules should be restricted to this purpose, for internal use only, as the information is subject to future revision and final report.

Page	
2	Summary of Current Charges by Cost per Gallon or Square Foot
3	Summary of Annual Bills, Equivalent Bi-Monthly Connections and Billed Flow
4	Calculation of Estimated Equity Cost per Gallon in Existing Conservancy District Assets
5	Summary of Proposed Charges by Cost per Gallon or Square Foot

We would appreciate your questions or comments on this information and would provide additional information upon request.

Very truly yours,

UMBAUGH

John D. Julien, Partner

MERRILLVILLE CONSERVANCY DISTRICT
Merrillville, Indiana

SUMMARY OF CURRENT CHARGES BY COST PER GALLON OR SQUARE FOOT

Types of Establishment	Estimated Average Daily Flow, gpd/unit	Current Charge	Cost Per Gallon or SF
Assembly Hall/Church, per seat	5.00	$24.55	$4.91
Auto Service Station, per set of pumps	500.00	2,455.00	4.91
Bowling Alley, per alley	200.00	982.00	4.91
Bars & Cocktail Lounge, per seat	30.00	147.30	4.91
Dwelling			
Apartment			
One bedroom, per apartment	100.00	491.00	4.91
Two Bedroom, per apartment	160.00	785.00	4.91
Hotel/Motel			
Per Room	100.00	491.00	4.91
Private Dwelling	200.00	982.00	4.91
Mobile Home Park, per space	200.00	982.00	4.91
Institution			
Average type, per bed	120.00	589.20	4.91
Hospital, per bed	250.00	1,227.50	4.91
Office			
Business/Professional, per S.F.	0.20	0.98	4.90
Medical, per S.F.	0.50	2.46	4.92
Restaurants, per seat	40.00	196.40	4.91
Retail Space, per gross floor area	0.20	0.98	4.90
School, per student	15.00	73.65	4.91
Self-Service laundry, per machine	500.00	2,455.00	4.91
Theater			
Indoor, per seat	5.00	24.55	4.91
Outdoor, per car stall	7.00	34.37	4.91
Warehouse/Office Combination			
Office, per S.F.	0.50	2.46	4.91
Dedicated Warehouse, per S.F.	0.18	0.88	4.91

(Subject to the attached letter dated April 20, 2012)
(Preliminary - Subject to Change)
(Internal Use Only)

MERRILLVILLE CONSERVANCY DISTRICT
Merrillville, Indiana

SUMMARY OF ANNUAL BILLS, EQUIVALENT BI-MONTHLY CONNECTIONS AND BILLED FLOW

Metered Users: Meter Size	Ratio	Bi-Monthly Bills	Bi-Monthly Equivalent Connections	Estimated Billed Flow (Thousands)
5/8" - 3/4"	1.0	32,838	32,838	
1"	2.5	1,524	3,810	
1 1/2"	5.8	708	4,106	
2"	10.0	1,080	10,800	
3"	23.0	132	3,036	
4"	41.0	60	2,460	
6"	92.0	48	4,416	
8"	164.0	12	1,968	
Total Metered Users		36,402	63,434	899,643
Unmetered Users:				
MCD (monthly)	1.0	2,379	2,379	8,586
Total MCD		38,781	65,813	908,229
Divided by 365 days				365
Average Daily Flow (1,000's Gallons)				2,488.30

(Subject to the attached letter dated April 20, 2012)
(Preliminary - Subject to Change)
(Internal Use Only)

MERRILLVILLE CONSERVANCY DISTRICT

CALCULATION OF ESTIMATED EQUITY COST PER GALLON IN EXISTING CONSERVANCY DISTRICT ASSETS

Conservancy District Assets:

Estimated capital assets as of December 31, 2011 (1)	$52,202,133
Less: Estimated accumulated depreciation as of December 31, 2011 (2)	(15,737,772)
Net Utility Plant	36,464,361
Less: Net book value of project funded from the 2000 bond issue (3)	(16,661,584)
Less: Estimated net book value of project funded from EPA Grant (4)	(2,242,570)
Less: Estimated net book value of project funded from State Grant (4)	(299,009)
Less: Estimated net book value of capacity sold to IHCD (5)	(2,328,344)
Sub-total	14,932,854
Less: Principal outstanding for the 2000 bond issue as December 31, 2011 (6)	(4,935,000)
Less: Principal outstanding for the 2003 bond issue as December 31, 2011 (7)	(7,770,000)
Estimated net assets of the conservancy district	2,227,854
Plus: Investment in GSD's treatment and collection system (8)	11,388,774
Total cost	13,616,628
Divided by average daily flow (in gallons) (9)	2,488,300
Cost per Gallons	$5.47

(1) Assumed book value of assets in service based on the District's major improvement projects from 1981, 2000 and 2003.
(2) Based on an assumed annual composite rate of 2% calculated based on the year the project was placed in servic
(3) $20,700,000 of capital improvements funded from the 2000 bond issue depreciated at 2% per year addressed by assessing the Special benefits Assessment Charge.
(4) Based on EPA and IDEM grants received to partially fund the 1981 improvement project.
(5) Equal to the depreciated value of the capacity purchased by IHCD.
(6) Based on the amortization schedule for the Conservancy District Bonds of 2000.
(7) Based on the amortization schedule for the Conservancy District Bonds of 2003.
(8) Per information contained in the Center & Company LLC preliminary draft report dated May 25, 2011
(9) See page 3.

(Subject to the attached letter dated April 20, 2012)
(Preliminary - Subject to Change)
(Internal Use Only)

MERRILLVILLE CONSERVANCY DISTRICT
Merrillville, Indiana

SUMMARY OF PROPOSED CHARGES BY COST PER GALLON OR SQUARE FOOT

Types of Establishment	Estimated Average Daily Flow, gpd/unit	Proposed Charge	Cost Per Gallon or SF
Assembly Hall/Church, per seat	5.00	$27.35	$5.47
Auto Service Station, per set of pumps	500.00	2,735.00	5.47
Bowling Alley, per alley	200.00	1,094.00	5.47
Bars & Cocktail Lounge, per seat	30.00	164.10	5.47
Dwelling			
Apartment			
One bedroom, per apartment	100.00	547.00	5.47
Two Bedroom, per apartment	160.00	875.20	5.47
Hotel/Motel			
Per Room	100.00	547.00	5.47
Private Dwelling	200.00	1,094.00	5.47
Mobile Home Park, per space	200.00	1,094.00	5.47
Institution			
Average type, per bed	120.00	656.40	5.47
Hospital, per bed	250.00	1,367.50	5.47
Office			
Business/Professional, per S.F.	0.20	1.09	5.47
Medical, per S.F.	0.50	2.74	5.47
Restaurants, per seat	40.00	218.80	5.47
Retail Space, per gross floor area	0.20	1.09	5.47
School, per student	15.00	82.05	5.47
Self-Service laundry, per machine	500.00	2,735.00	5.47
Theater			
Indoor, per seat	5.00	27.35	5.47
Outdoor, per car stall	7.00	38.29	5.47
Warehouse/Office Combination			
Office, per S.F.	0.47	2.57	5.47
Dedicated Warehouse, per S.F.	0.17	0.93	5.47

(Subject to the attached letter dated April 20, 2012)
(Preliminary - Subject to Change)
(Internal Use Only)

MERRILLVILLE CONSERVANCY DISTRICT
Merrillville, Indiana

CALCULATION OF ESTIMATED CONNECTION FEE
BASED ON SQUARE FOOTAGE OF FACILITY

Warehouse square footage	215,821	
Times current factor for dedicated warehouse (per square foot)	0.17	
Estimated average daily flow per square foot	36,689.57	
Times proposed rate per square foot	$5.47	
Estimated Connection Fee for Warehouse		$200,691.95
Office square footage	19,552	
Times current factor for office (per square foot)	0.47	
Estimated average daily flow per square foot	9,189.44	
Times proposed rate per square foot	$5.47	
Estimated Connection Fee for Office		50,266.24
Total Estimated Connection Fee for Warehouse/Office Combination		$250,958.19

(Preliminary - Subject to Change)
(Internal Use Only)

MERRILLVILLE CONSERVANCY DISTRICT
Merrillville, Indiana

CALCULATION OF ESTIMATED CONNECTION FEE BASED ON NUMBER OF EMPLOYEES

Alternative #1 - Assumes 70 warehouse employees and 170 office employees

Number of warehouse employees with showers	70	
Times gallons per day for factory with showers	35	
Average daily flow per day	2,450	
Times proposed rate per gallon	$5.47	
Estimated Connection Fee for Warehouse Employees		$13,401.50
Number of office employees without showers	170	
Times gallons per day for factory with showers	20	
Average daily flow per day	3,400	
Times proposed rate per square foot	$5.47	
Estimated Connection Fee for Office		18,598.00
Total Estimated Connection Fee for Warehouse/Office Combination		$31,999.50

(Preliminary - Subject to Change)
(Internal Use Only)

MERRILLVILLE CONSERVANCY DISTRICT
Merrillville, Indiana

CALCULATION OF ESTIMATED CONNECTION FEE BASED ON BILLED FLOW

Warehouse usage for October 2010 through September 2011 (in 1,000 gallons)	9,337
Times 1,000	1,000
Warehouse usage (in gallons)	9,337,000
Divided by 365 days	365
Average daily flow	25,581
Times proposed rate per square foot	$5.47
Total Estimated Connection Fee for Warehouse/Office Combination	$139,927.09

(Preliminary - Subject to Change)
(Internal Use Only)

Prescribed by the Department of Local Government Finance
Approved by the State Board of Accounts

Budget Form No. 4 (Rev. 2013)

ORDINANCE OR RESOLUTION FOR APPROPRIATIONS AND TAX RATE

Ordinance Number: 2013-02

Be it ordained by the **Merrillville Conservancy District** that for the expenses of **MERRILLVILLE CONSERVANCY** for the year ending December 31, **2014** the sums herein specified are hereby appropriated and ordered set apart out of the several funds herein named and for the purposes herein specified, subject to the laws governing the same. Such sums herein appropriated shall be held to include all expenditures authorized to be made during the year, unless otherwise expressly stipulated and provided for by law. In addition, for the purposes of raising revenue to meet the necessary expense of **MERRILLVILLE CONSERVANCY**, the property tax levies and property tax rates as herein specified are included herein. Budget Form 4-B for all funds must be completed and submitted in the manner prescribed by the Department of Local Government Finance.

This ordinance shall be in full force and effect from and after its passage and approval by the **Merrillville Conservancy District.**

Name of Adopting Entity	Select Type of Fiscal Body	Date of Adoption
Merrillville Conservancy District	Board of Directors	10/21/2013

DLGF-Reviewed Funds

Fund Code	Fund Name	Adopted Budget	Adopted Tax Levy	Adopted Tax Rate
0101	GENERAL	$4,890,900	$0	0.0000
0180	DEBT SERVICE	$3,637,409	$3,504,552	0.1844

		Signature
Edward Yerga	Aye ☑ Nay ☐ Abstain ☐	
Jeffrey Minchuk	Aye ☑ Nay ☐ Abstain ☐	
Edward M. Sperka	Aye ☐ Nay ☐ Abstain ☐	ABSENT
Helen Sanok	Aye ☑ Nay ☐ Abstain ☐	
Kenneth Smith	Aye ☑ Nay ☐ Abstain ☐	

ATTEST

Name	Title	Signature
Charles J. Stojakovich	District Coordinator	

MCD EXHIBIT 19

Prescribed by the Department of Local Government Finance
Approved by the State Board of Accounts

Budget Form No. 4 (Rev. 2013)

ORDINANCE OR RESOLUTION FOR APPROPRIATIONS AND TAX RATE

Ordinance Number: 2013-02

Be it ordained by the **Merrillville Conservancy District** that for the expenses of **MERRILLVILLE CONSERVANCY** for the year ending December 31, **2014** the sums herein specified are hereby appropriated and ordered set apart out of the several funds herein named and for the purposes herein specified, subject to the laws governing the same. Such sums herein appropriated shall be held to include all expenditures authorized to be made during the year, unless otherwise expressly stipulated and provided for by law. In addition, for the purposes of raising revenue to meet the necessary expense of **MERRILLVILLE CONSERVANCY**, the property tax levies and property tax rates as herein specified are included herein. Budget Form 4-B for all funds must be completed and submitted in the manner prescribed by the Department of Local Government Finance.

This ordinance shall be in full force and effect from and after its passage and approval by the **Merrillville Conservancy District.**

Name of Adopting Entity	Select Type of Fiscal Body	Date of Adoption
Merrillville Conservancy District	Board of Directors	10/21/2013

DLGF-Reviewed Funds

Fund Code	Fund Name	Adopted Budget	Adopted Tax Levy	Adopted Tax Rate
0101	GENERAL	$4,890,900	$0	0.0000
0180	DEBT SERVICE	$3,637,409	$3,504,552	0.1844

		Signature
Edward Yerga	Aye ☑ Nay ☐ Abstain ☐	
Jeffrey Minchuk	Aye ☑ Nay ☐ Abstain ☐	
Edward M. Sperka	Aye ☐ Nay ☐ Abstain ☐	ABSENT
Helen Sanok	Aye ☑ Nay ☐ Abstain ☐	
Kenneth Smith	Aye ☑ Nay ☐ Abstain ☐	

ATTEST

Name	Title	Signature
Charles J. Stojakovich	District Coordinator	

Prescribed by the Department of Local Government Finance

CURRENT YEAR FINANCIAL WORKSHEET

(Formerly Line 2 Worksheet)

Selected Year: 2014
Selected County: 45 - Lake County
Selected Unit: 0014 - MERRILLVILLE CONSERVANCY
Selected Fund: 0101 - GENERAL

Line 2	
APPROPRIATIONS	
1. Current Year Approved Budget	$4,595,500
2. Encumbrances Brought Forward	$0
3. Changes to Appropriations: a) Additional Appropriations (January to June)	$0
b) Reductions January through June	$0
4. Other Non-Appropriated Obligations	$0
5. Total Approved Appropriations	$4,595,500
DISBURSEMENTS	
6. January through June Current Year Disbursements	$2,173,834
7. Appropriation Balance	$2,421,666
8. Reductions July through December	$0
9. Estimated Current Year Expenditures July through December	$2,421,666
Line 3	
10. Proposed/Approved Additional Appropriations for July through Dec. of Current Year	$0
Line 4A	
11. Levy excess not transferred prior to June 30	$0
12. Temporary Loans outstanding as of June 30	$0
What fund loaned the cash on Line 12:	
13. Temporary loans not included in Lines 2 or 3	$0
Line 4B	
14. Temp loans to be repaid in the first six months of ensuing year	$0
What fund loaned the cash on Line 14:	
Line 6	
15. June 30 Cash Balance, including investments	$2,424,668
Line 7	
16. Taxes to be collected, present year (December settlement)	$0

Prescribed by the Department of Local Government Finance

CURRENT YEAR FINANCIAL WORKSHEET

(Formerly Line 2 Worksheet)

Selected Year: 2014
Selected County: 45 - Lake County
Selected Unit: 0014 - MERRILLVILLE CONSERVANCY
Selected Fund: 0180 - DEBT SERVICE

Line 2	
APPROPRIATIONS	
1. Current Year Approved Budget	$3,669,749
2. Encumbrances Brought Forward	$0
3. Changes to Appropriations: a) Additional Appropriations (January to June)	$0
b) Reductions January through June	$0
4. Other Non-Appropriated Obligations	$0
5. Total Approved Appropriations	$3,669,749
DISBURSEMENTS	
6. January through June Current Year Disbursements	$1,841,367
7. Appropriation Balance	$1,828,382
8. Reductions July through December	$0
9. Estimated Current Year Expenditures July through December	$1,828,382
Line 3	
10. Proposed/Approved Additional Appropriations for July through Dec. of Current Year	$0
Line 4A	
11. Levy excess not transferred prior to June 30	$0
12. Temporary Loans outstanding as of June 30	$0
What fund loaned the cash on Line 12:	
13. Temporary loans not included in Lines 2 or 3	$0
Line 4B	
14. Temp loans to be repaid in the first six months of ensuing year	$0
What fund loaned the cash on Line 14:	
Line 6	
15. June 30 Cash Balance, including investments	$1,059,781
Line 7	
16. Taxes to be collected, present year (December settlement)	$1,309,558

Form Signature

NAME

Vickee A. Edwards

TITLE

Financial Clerk

SIGNATURE/PIN

****

DATE

10/22/2013

I hereby acknowledge that the submission of this document through the Gateway password and PIN system constitutes an "electronic signature" as defined in IC 5-24-2-2. This submission is intended to, and hereby does, constitute authentication and approval of the submitted document as required by the Indiana Code. I understand that this electronic signature takes the place of my handwritten signature and accomplishes the same purposes as would my handwritten signature in the same circumstance. I further acknowledge that this electronic signature has the same force and effect as my handwritten signature and can and will be used for all lawful purposes. I affirm that I have the real and apparent authority to electronically sign and submit this document on behalf of the unit.

Prescribed by the Department of Local Government Finance

DEBT WORKSHEET

Selected Year: 2014
Selected County: 45 - Lake County
Selected Unit: 0014 - MERRILLVILLE CONSERVANCY
Selected Fund: 0180 - DEBT SERVICE

Name of Issue	Line 2 Due	Line 2 Amount	Line 1 Due	Line 1 Amount	Line 11 Due	Line 11 Amount
Conservancy District Bonds of 2007	1/15/2014	$197,743	1/15/2015	$394,061	7/15/2015	$201,311
Conservancy District Bonds of 2011	1/15/2014	$1,365,640	1/15/2015	$2,713,348	7/15/2015	$1,347,320
Anticipated Debt Service		$265,000		$530,000		$265,000
TOTALS BY FUND		$1,828,383		$3,637,409		$1,813,631
Totals by Unit		$1,828,383		$3,637,409		$1,813,631

Form Signature

This form was electronically signed by **Vickee A. Edwards, Financial Clerk**, on **10/22/2013**.

1 of 1 Page Width Find | Next

Prescribed by the Department of Local Government Finance
Approved by the State Board of Accounts

Budget Form No. 1

Budget Form 1 - Budget Estimate

Year: 2014 County: Lake Unit: Merrillville Conservancy

Fund	Department	Category	Sub-Category	Line Item Code	Line Item	Published	Adopted
0101 - GENERAL	NO DEPARTMENT	PERSONAL SERVICES	Salaries and Wages	101000110.000	Lift Station Operators	$163,000	$163,000
0101 - GENERAL	NO DEPARTMENT	PERSONAL SERVICES	Salaries and Wages	101000111.000	Board of Directors	$27,000	$27,000
0101 - GENERAL	NO DEPARTMENT	PERSONAL SERVICES	Salaries and Wages	101000112.000	Financial Clk/Billing Clk	$107,000	$107,000
0101 - GENERAL	NO DEPARTMENT	PERSONAL SERVICES	Salaries and Wages	101000113.000	Overtime	$20,000	$20,000
0101 - GENERAL	NO DEPARTMENT	PERSONAL SERVICES	Salaries and Wages	101000114.000	Dist. Superintendent	$68,000	$68,000
0101 - GENERAL	NO DEPARTMENT	PERSONAL SERVICES	Salaries and Wages	101000115.000	District Coordinator	$68,000	$68,000
0101 - GENERAL	NO DEPARTMENT	PERSONAL SERVICES	Salaries and Wages	101000116.000	Technical Operators	$67,000	$67,000
0101 - GENERAL	NO DEPARTMENT	PERSONAL SERVICES	Salaries and Wages	101000117.000	Field Personnel	$347,000	$347,000
0101 - GENERAL	NO DEPARTMENT	PERSONAL SERVICES	Salaries and Wages	101000118.000	Part-Time Employees	$18,000	$18,000
0101 - GENERAL	NO DEPARTMENT	PERSONAL SERVICES	Salaries and Wages	101000119.000	Longevity Pay	$22,400	$22,400
0101 - GENERAL	NO DEPARTMENT	PERSONAL SERVICES	Employee Benefits	101000121.000	Group Medical Insurance / STD	$306,000	$306,000
0101 - GENERAL	NO DEPARTMENT	PERSONAL SERVICES	Employee Benefits	101000122.000	Social Sec/Medicare	$70,000	$70,000
0101 - GENERAL	NO DEPARTMENT	SUPPLIES	Office Supplies	101000211.000	Forms/Recs/Stationery	$4,000	$4,000
0101 - GENERAL	NO DEPARTMENT	SUPPLIES	Office Supplies	101000212.000	Office Supplies/Toner	$3,000	$3,000
0101 - GENERAL	NO DEPARTMENT	SUPPLIES	Operating Supplies	101000221.000	Gasoline & Oil	$42,000	$42,000
0101 - GENERAL	NO DEPARTMENT	SUPPLIES	Operating Supplies	101000222.000	Tires	$5,000	$5,000
0101 - GENERAL	NO DEPARTMENT	SUPPLIES	Operating Supplies	101000223.000	Auto Supplies	$2,000	$2,000
0101 - GENERAL	NO DEPARTMENT	SUPPLIES	Operating Supplies	101000224.000	Vehicle/Equip Repairs	$8,000	$8,000
0101 - GENERAL	NO DEPARTMENT	SUPPLIES	Repair and Maintenance Supplies	101000231.000	Buildings	$20,000	$20,000
0101 - GENERAL	NO DEPARTMENT	SUPPLIES	Repair and Maintenance Supplies	101000232.000	Equipment/Safety Supp	$40,000	$40,000
0101 - GENERAL	NO DEPARTMENT	SUPPLIES	Other Supplies	101000241.000	Janitorial	$3,000	$3,000
0101 - GENERAL	NO DEPARTMENT	SUPPLIES	Other Supplies	101000242.000	Medical	$500	$500
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Professional Services	101000311.000	Legal	$70,000	$70,000
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Professional Services	101000312.000	Engineering	$20,000	$20,000
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Professional Services	101000313.000	Accounting	$20,000	$20,000
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Professional Services	101000315.000	Computer Programming	$25,000	$25,000
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Communication and Transportation	101000321.000	Postage / Shipping	$35,000	$35,000
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Communication and Transportation	101000322.000	Telephone/Internet/Cable	$30,000	$30,000
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Communication and Transportation	101000323.000	Travel Expenses	$2,000	$2,000
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Communication and Transportation	101000324.000	Alarms & Pagers	$4,000	$4,000
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Communication and Transportation	101000325.000	Seminars & Schools	$2,000	$2,000
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Printing and Advertising	101000331.000	Legal Ads	$1,000	$1,000
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Printing and Advertising	101000332.000	Printing	$5,000	$5,000
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Insurance	101000345.000	Business Insurance	$65,000	$65,000
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Insurance	101000346.000	Bonds & Permits	$1,000	$1,000
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Insurance	101000347.000	Workforce Training Dev	$6,000	$6,000
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Utility Services	101000351.000	Electric	$260,000	$260,000
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Utility Services	101000352.000	Gas	$15,000	$15,000
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Utility Services	101000354.000	Water	$10,000	$10,000

0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Utility Services	101000355.000	Sewer Charges	$4,000	$4,000
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Utility Services	101000359.000	Billing Data	$21,000	$21,000
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Repairs and Maintenance	101000361.000	Buildings & Structures	$50,000	$50,000
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Repairs and Maintenance	101000362.000	Lift Station Equipment	$60,000	$60,000
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Repairs and Maintenance	101000363.000	Office/Computer Equip	$10,000	$10,000
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Repairs and Maintenance	101000364.000	Heating/AC Maintenance	$7,000	$7,000
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Repairs and Maintenance	101000365.000	Qrterly Computer Mtce	$7,000	$7,000
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Rentals	101000373.000	Bank Service Charges	$6,000	$6,000
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Other Services and Charges	101000391.000	User's Charges Refunds	$3,000	$3,000
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Other Services and Charges	101000393.000	Subscriptions & Dues	$1,000	$1,000
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Other Services and Charges	101000394.000	Contingencies	$25,000	$25,000
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Other Services and Charges	101000395.000	GSD Treatment Charges	$2,300,000	$2,300,000
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Other Services and Charges	101000396.000	GSD True-Up	$250,000	$250,000
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Other Services and Charges	101000397.000	County Record/Release Fees	$50,000	$50,000
0101 - GENERAL	NO DEPARTMENT	CAPITAL OUTLAYS	Improvements Other Than Building	101000441.000	Special Engineering	$10,000	$10,000
0101 - GENERAL	NO DEPARTMENT	CAPITAL OUTLAYS	Improvements Other Than Building	101000442.000	Special Legal	$10,000	$10,000
0101 - GENERAL	NO DEPARTMENT	CAPITAL OUTLAYS	Machinery, Equipment, and Vehicles	101000451.000	Office Equip/Furniture	$5,000	$5,000
0101 - GENERAL	NO DEPARTMENT	CAPITAL OUTLAYS	Machinery, Equipment, and Vehicles	101000452.000	Computer Equipment	$10,000	$10,000
0101 - GENERAL	NO DEPARTMENT	CAPITAL OUTLAYS	Machinery, Equipment, and Vehicles	101000461.000	Equipment/Vehicles	$10,000	$10,000
0101 - GENERAL	NO DEPARTMENT	CAPITAL OUTLAYS	Infrastructure	101000421.000	Structures/Sewers	$20,000	$20,000
0101 - GENERAL	NO DEPARTMENT	CAPITAL OUTLAYS	Construction	101000490.000	Construction	$50,000	$50,000
					0101 - GENERAL Total	$4,890,900	$4,890,900
0180 - DEBT SERVICE	NO DEPARTMENT	DEBT SERVICE	Payments on Bonds and Other Debt Principal	301000381.000	MCD 2007 PRINCIPAL	$50,000	$50,000
0180 - DEBT SERVICE	NO DEPARTMENT	DEBT SERVICE	Payments on Bonds and Other Debt Principal	301000381.000	MCD 2011 BONDS PRINCIPAL	$2,305,000	$2,305,000
0180 - DEBT SERVICE	NO DEPARTMENT	DEBT SERVICE	Payments on Bonds and Other Debt Principal	301000382.000	GSD CAPITAL COSTS	$530,000	$530,000
0180 - DEBT SERVICE	NO DEPARTMENT	DEBT SERVICE	Payments on Bonds and Other Debt Interest	301000382.000	MCD 2007 BONDS INTEREST	$344,061	$344,061
0180 - DEBT SERVICE	NO DEPARTMENT	DEBT SERVICE	Payments on Bonds and Other Debt Interest	301000382.000	MCD 2011 BONDS INTEREST	$408,348	$408,348
					0180 - DEBT SERVICE Total	$3,637,409	$3,637,409
					UNIT TOTAL	$8,528,309	$8,528,309

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Prescribed by the Department of Local Government Finance
Approved by the State Board of Accounts

Budget Form No. 2

Budget Form 2 - Estimate of Miscellaneous Revenue

Year: 2014 County: Lake Unit: 0014 - Merrillville Conservancy

Fund	Revenue Code	Revenue Name	July 1 - December 31, 2013	January 1 - December 31, 2014
0101 - GENERAL	R420	Sewage Fees	$1,925,000	$4,000,000
0101 - GENERAL	R423	Other Charges for Services, Sales, and Fees	$296,000	$593,000
0101 - GENERAL	R902	Earnings on Investments and Deposits	$2,150	$4,300
0101 - GENERAL	R913	Other Receipts	$30,000	$60,000
		GENERAL	**$2,253,150**	**$4,657,300**
0180 - DEBT SERVICE	R902	Earnings on Investments and Deposits	$900	$1,000
0180 - DEBT SERVICE	R913	Other Receipts	$30,000	$60,000
		DEBT SERVICE	**$30,900**	**$61,000**
		0014 - MERRILLVILLE CONSERVANCY Total	**$2,284,050**	**$4,718,300**

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Prescribed by the Department of Local Government Finance
Approved by the State Board of Accounts

Budget Form No. 3 (Rev. 2013)

NOTICE TO TAXPAYERS

Complete details of budget estimates by fund and/or department may be seen by visiting the office of this unit of government at **6251 Broadway.** The political subdivision or appropriate fiscal body shall publish this notice twice in accordance with IC 5-3-1 with the first publication at least ten days before the date fixed for the public hearing and the second publication at least three days before the date fixed for the public hearing.

Notice is hereby given to taxpayers of **MERRILLVILLE CONSERVANCY, Lake County**, Indiana that the proper officers of **Merrillville Conservancy District** will conduct a public hearing on the year **2014** budget. Following this meeting, any ten or more taxpayers may object to a budget, tax rate, or tax levy by filing an objection petition with the proper officers of **Merrillville Conservancy District** not more than seven days after the hearing. The objection petition must identify the provisions of the budget, tax rate, or tax levy to which taxpayers object. If a petition is filed, **Merrillville Conservancy District** shall adopt with the budget a finding concerning the objections in the petition and testimony presented. Following the aforementioned hearing, the proper officers of **Merrillville Conservancy District** will meet to adopt the following budget:

Public Hearing Date	Monday, October 07, 2013
Public Hearing Time	5:30 PM
Public Hearing Location	6251 Broadway

Adoption Meeting Date	Monday, October 21, 2013
Adoption Meeting Time	5:30 PM
Adoption Meeting Location	6251 Broadway

1 Fund Name	2 Budget Estimate	3 Maximum Estimated Funds to be Raised (including appeals and levies exempt from maximum levy limitations)	4 Excessive Levy Appeals	5 Current Tax Levy
0101-GENERAL	$4,890,900	$0	$0	$0
0180-DEBT SERVICE	$3,637,409	$3,504,552	$0	$3,079,496
Totals	$8,528,309	$3,504,552	$0	$3,079,496

Prescribed by the Department of Local Government Finance
Approved by the State Board of Accounts

Budget Form No. 4a (Rev. 2011)

BUDGET REPORT FOR

Selected Year: 2014
Selected County: 45 - Lake County
Selected Unit: 0014 - MERRILLVILLE CONSERVANCY
Selected Fund: 0101 - GENERAL

DEPARTMENT: 0000 NO DEPARTMENT

	Published Amount	Adopted Amount
PERSONAL SERVICES	$1,283,400	$1,283,400
SUPPLIES	$127,500	$127,500
SERVICES AND CHARGES	$3,365,000	$3,365,000
CAPITAL OUTLAY	$115,000	$115,000
DEBT SERVICE	$0	$0
Total	$4,890,900	$4,890,900

Totals by Fund Published Amt.: $4,890,900 Adopted Amt.:$4,890,900

Budget Form 4-B
Prescribed by the Department of Local Government Finance
Approved by the State Board of Accounts

Budget Estimate- Financial Statement-Proposed Tax Rate

Taxing Unit: 0014 - MERRILLVILLE CONSERVANCY
Fund Name: 0101 - GENERAL
County: 45 - Lake County
Year: 2014

Net Assessed Value	$1,900,000,000	
Funds Required For Expenses To December 31st Of Incoming Year	**Amount Used To Compute Published Budget**	**Appropriating Body**
1. Total budget estimate for incoming year	$4,890,900	$4,890,900
2. Necessary expenditures, July 1 to December 31 of present year, to be made from appropriation unexpended	$2,421,666	$2,421,666
3. Additional appropriation necessary to be made July 1 to December 31 of present year	$0	$0
4. Outstanding temporary loans: a). To be paid not included in lines 2 or 3	$0	$0
b). Not repaid by December 31 of present year	$0	$0
5. TOTAL FUNDS required (add lines 1,2,3,4a and 4b)	$7,312,566	$7,312,566
Funds On Hand To Be Received From Sources Other Than Proposed Tax Levy	**Amount Used To Compute Published Budget**	**Appropriating Body**
6. Actual cash balance, June 30 of present year (including cash investments)	$2,424,668	$2,424,668
7. Taxes to be collected, present year (December settlement)	$0	$0
8. Miscellaneous revenue to be received July 1 of present year to December 31 of incoming year (Schedule on File): a). Total Column A Budget Form 2	$2,253,150	$2,253,150
b). Total Column B Budget Form 2	$4,657,300	$4,657,300
9. TOTAL FUNDS (Add lines 6, 7, 8a and 8b)	$9,335,118	$9,335,118
10. Net amount to be raised for expenses to December 31 of incoming year (deduct line 9 from 5)	($2,022,552)	($2,022,552)

Proposed Tax Rate and Levy	**Amount Used To Compute Published Budget**	**Appropriating Body**
11. Operating balance (not in excess of expense January 1 to June 30, less miscellaneous revenue for same period)	$2,022,552	$2,022,552
12. Amount to be raised by tax levy (add lines 10 and 11)	$0	$0
13a. Property Tax Replacement Credit from Local Option Tax	$0	$0
13b. Operating LOIT	$0	$0
14. NET AMOUNT TO BE RAISED BY TAX LEVY (deduct line 13a and 13b from line 12)	$0	$0
15. Levy Excess Fund applied to current budget	$0	$0
16. Net amount to be raised	$0	$0
17. Net Tax Rate on each one hundred dollars of taxable property	0.0000	0.0000

Budget Form 4-B
Prescribed by the Department of Local Government Finance
Approved by the State Board of Accounts

Budget Estimate- Financial Statement-Proposed Tax Rate

Taxing Unit: 0014 - MERRILLVILLE CONSERVANCY
Fund Name: 0180 - DEBT SERVICE
County: 45 - Lake County
Year: 2014

Net Assessed Value	$1,900,000,000	
Funds Required For Expenses To December 31st Of Incoming Year	**Amount Used To Compute Published Budget**	**Appropriating Body**
1. Total budget estimate for incoming year	$3,637,409	$3,637,409
2. Necessary expenditures, July 1 to December 31 of present year, to be made from appropriation unexpended	$1,828,383	$1,828,383
3. Additional appropriation necessary to be made July 1 to December 31 of present year	$0	$0
4. Outstanding temporary loans: a). To be paid not included in lines 2 or 3	$0	$0
b). Not repaid by December 31 of present year	$0	$0
5. **TOTAL FUNDS required** (add lines 1,2,3,4a and 4b)	$5,465,792	$5,465,792
Funds On Hand To Be Received From Sources Other Than Proposed Tax Levy	**Amount Used To Compute Published Budget**	**Appropriating Body**
6. Actual cash balance, June 30 of present year (including cash investments)	$1,059,781	$1,059,781
7. Taxes to be collected, present year (December settlement)	$1,309,558	$1,309,558
8. Miscellaneous revenue to be received July 1 of present year to December 31 of incoming year (Schedule on File): a). Total Column A Budget Form 2	$30,900	$30,900
b). Total Column B Budget Form 2	$61,000	$61,000
9. **TOTAL FUNDS** (Add lines 6, 7, 8a and 8b)	$2,461,239	$2,461,239
10. Net amount to be raised for expenses to December 31 of incoming year (deduct line 9 from 5)	$3,004,553	$3,004,553

Proposed Tax Rate and Levy	Amount Used To Compute Published Budget	Appropriating Body
11. Operating balance (not in excess of expense January 1 to June 30, less miscellaneous revenue for same period)	$500,000	$500,000
12. Amount to be raised by tax levy (add lines 10 and 11)	$3,504,522	$3,504,522
13a. Property Tax Replacement Credit from Local Option Tax	$0	$0
13b. Operating LOIT	$0	$0
14. NET AMOUNT TO BE RAISED BY TAX LEVY (deduct line 13a and 13b from line 12)	$3,504,522	$3,504,522
15. Levy Excess Fund applied to current budget	$0	$0
16. Net amount to be raised	$3,504,552	$3,504,552
17. Net Tax Rate on each one hundred dollars of taxable property	0.1844	0.1844

Form Signature

This form was electronically signed by **Vickee A. Edwards, Financial Clerk**, on **10/22/2013**.

Merrillville Conservancy District
Weekly Gallonage Reading
12/01/13 to 12/31/13

DATE	MCD Total	MAIN	63RD AVENUE	60th STREET
12/01/13	4,143,000	979,000	2,414,000	750,000
Weekly Total	**4,143,000**	**979,000**	**2,414,000**	**750,000**
12/02/13	3,940,000	897,000	2,480,000	563,000
12/03/13	3,800,000	919,000	2,320,000	561,000
12/04/13	3,793,000	966,000	2,270,000	557,000
12/05/13	3,448,000	870,000	2,000,000	578,000
12/06/13	3,665,000	890,000	2,196,000	579,000
12/07/13	3,666,000	890,000	2,197,000	579,000
12/08/13	3,668,000	891,000	2,197,000	580,000
Weekly Total	**25,980,000**	**6,323,000**	**15,660,000**	**3,997,000**
12/09/13	3,578,000	879,000	2,130,000	569,000
12/10/13	3,984,000	921,000	2,490,000	573,000
12/11/13	3,733,000	982,000	2,140,000	611,000
12/12/13	3,568,000	796,000	2,160,000	612,000
12/13/13	3,790,000	892,000	2,310,000	588,000
12/14/13	3,790,000	892,000	2,310,000	588,000
12/15/13	3,791,000	892,000	2,310,000	589,000
Weekly Total	**26,234,000**	**6,254,000**	**15,850,000**	**4,130,000**
12/16/13	3,396,000	846,000	1,950,000	600,000
12/17/13	3,451,000	866,000	2,000,000	585,000
12/18/13	3,988,000	880,000	2,490,000	618,000
12/19/13	4,275,000	1,032,000	2,620,000	623,000
12/20/13	6,736,000	1,776,000	4,253,000	707,000
12/21/13	6,737,000	1,777,000	4,253,000	707,000
12/22/13	6,737,000	1,777,000	4,253,000	707,000
Weekly Total	**35,320,000**	**8,954,000**	**21,819,000**	**4,547,000**
12/23/13	6,738,000	1,777,000	4,253,000	708,000
12/24/13	6,739,000	1,777,000	4,254,000	708,000
12/25/13	6,739,000	1,777,000	4,254,000	708,000
12/26/13	4,498,000	1,149,000	2,670,000	679,000
12/27/13	4,532,000	1,055,000	2,810,000	667,000
12/28/13	4,533,000	1,055,000	2,810,000	668,000
12/29/13	4,534,000	1,056,000	2,810,000	668,000
Weekly Total	**38,313,000**	**9,646,000**	**23,861,000**	**4,806,000**
12/30/13	3,924,000	987,000	2,300,000	637,000
12/31/13	3,821,000	956,000	2,315,000	550,000
Weekly Total	**7,745,000**	**1,943,000**	**4,615,000**	**1,187,000**
Monthly Total	**137,735,000**	**34,099,000**	**84,219,000**	**19,417,000**
Quarterly Total	**722,983,000**	**180,834,000**	**437,415,000**	**104,734,000**
Yearly Total	**3,259,701,000**	**858,756,000**	**1,984,595,000**	**416,350,000**

MCD EXHIBIT 20

IHCD FLOWS

READING MONTH	IHCD	LINCOLN	
Jan-13	19,002,500	18,215,800	
Feb-13	16,428,000	16,772,200	
Mar-13	19,136,600	20,544,800	
Apr-13	29,109,700	32,552,300	
May-13	17,168,400	13,571,400	
Jun-13	17,860,500	16,289,800	
Jul-13	21,414,900	16,127,000	
Aug-13	15,257,000	10,974,000	
Sep-13	16,116,900	11,945,000	
Oct-13	20,683,400	16,105,000	
Nov-13	16,397,900	15,612,000	
Dec-13	15,861,600	18,603,000	
TOTALS	**224,437,400**	**207,312,300**	**431,751,700**

MCD EXHIBIT 21

INDEPENDENCE HILL CONSERVANCY DISTRICT

7507 Taft Street, Suites 2 & 3
Merrillville, Indiana 46410

Telephone: (219) 769-3996
Fax: (219) 769-6237

FEBRUARY 8, 2013

MERRILLVILLE CONSERVANCY DISTRICT
6251 BROADWAY
MERRILLVILLE, IN 46410

GALLONAGE FOR JANUARY 2013

LINCOLN

CHARTS	DATES	GALLONS PER WEEK	GALLONS PER DAY
1124	12-28-2012 = 01-04-2013	3,037,300	433,900
1125	01-04-2013 = 01-11-2013	3,122,400	446,057
1126	01-11-2013 = 01-18-2013	3,621,500	517,357
1127	01-18-2013 = 01-25-2013	2,967,600	423,943
1128	01-25-2013 = 02-01-2013	5,467,000	781,000
READINGS	02-01-2013	974,516,600	
	12-28-2012	956,300,800	
	TOTAL	**18,215,800**	

I.H.C.D.

1320	12-28-2012 = 01-04-2013	3,373,800	481,971
1321	01-04-2013 = 01-11-2013	3,694,600	527,800
1322	01-11-2013 = 01-18-2013	3,862,700	551,814
1323	01-18-2013 = 01-25-2013	3,254,700	464,957
1324	01-25-2013 = 02-01-2013	4,816,700	688,100
READINGS	02-01-2013	989,660,700	
	12-28-2012	970,658,200	
	TOTAL	**19,002,500**	

T0TAL FOR MONTH OF JANUARY 2013

LINCOLN	18,215,800
I.H.C.D.	19,002,500
TOTAL	**37,218,300**

INDEPENDENCE HILL CONSERVANCY DISTRICT

7507 Taft Street, Suites 2 & 3
Merrillville, Indiana 46410

Telephone: (219) 769-3996
Fax: (219) 769-6237

MARCH 8, 2013

MERRILLVILLE CONSERVANCY DISTRICT
6251 BROADWAY
MERRILLVILLE, IN 46410

GALLONAGE FOR FEBRUARY 2013

LINCOLN

CHARTS	DATES	GALLONS PER WEEK	GALLONS PER DAY
1129	02-01-2013 = 02-08-2013	4,058,500	579,786
1130	02-08-2013 = 02-15-2013	4,621,000	660,143
1131	02-15-2013 = 02-22-2013	3,526,000	503,714
1132	02-22-2013 = 03-01-2013	4,566,700	652,386
READINGS	03-01-2013	991,288,800	
	02-01-2013	974,516,600	
	TOTAL	**16,772,200**	

I.H.C.D.

1325	02-01-2013 = 02-08-2013	3,935,700	562,243
1326	02-08-2013 = 02-15-2013	4,575,000	653,571
1327	02-15-2013 = 02-22-2013	3,555,300	507,900
1328	02-22-2013 = 03-01-2013	4,362,000	623,143
READINGS	03-01-2013	1,006,088,700	
	02-01-2013	989,660,700	
	TOTAL	**16,428,000**	

T0TAL FOR MONTH OF FEBRUARY 2013

LINCOLN	16,772,200
I.H.C.D.	16,428,000
TOTAL	**33,200,200**

INDEPENDENCE HILL CONSERVANCY DISTRICT

7507 Taft Street, Suites 2 & 3
Merrillville, Indiana 46410

Telephone: (219) 769-3996
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APRIL 5, 2013

MERRILLVILLE CONSERVANCY DISTRICT
6251 BROADWAY
MERRILLVILLE, IN 46410

GALLONAGE FOR MARCH 2013

LINCOLN

CHARTS	DATES	GALLONS PER WEEK	GALLONS PER DAY
1133	03-01-2013 = 03-08-2013	4,506,500	643,786
1134	03-08-2013 = 03-15-2013	8,393,300	1,199,043
1135	03-15-2013 = 03-22-2013	4,148,500	592,643
1136	03-22-2013 = 03-29-2013	3,496,500	499,500
READINGS	03-29-2013	1,011,833,600	
	03-01-2013	991,288,800	
	TOTAL	**20,544,800**	

I.H.C.D.

1329	03-01-2013 = 03-08-2013	4,279,000	611,286
1330	03-08-2013 = 04-15-2013	6,380,000	911,429
1331	03-15-2013 = 03-22-2013	4,307,800	615,400
1332	03-22-2013 = 03-29-2013	4,169,800	595,686
READINGS	03-29-2013	1,025,225,300	
	03-01-2013	1,006,088,700	
	TOTAL	**19,136,600**	

T0TAL FOR MONTH OF MARCH 2013

LINCOLN	20,544,800
I.H.C.D.	19,136,600
TOTAL	**39,681,400**

INDEPENDENCE HILL CONSERVANCY DISTRICT

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MAY 14, 2013

MERRILLVILLE CONSERVANCY DISTRICT
6251 BROADWAY
MERRILLVILLE, IN 46410

GALLONAGE FOR APRIL 2013

LINCOLN

CHARTS	DATES	GALLONS PER WEEK	GALLONS PER DAY
1137	03-29-2013 = 04-05-2013	3,190,500	455,786
1138	04-05-2013 = 04-12-2013	5,532,100	790,300
1139	04-12-2013 = 04-19-2013	11,067,500	1,581,071
1140	04-19-2013 = 04-26-2013	8,782,800	1,254,686
1141	04-26-2013 = 05-03-2013	3,979,400	568,486
READINGS	05-03-2013	1,044,385,900	
	03-29-2013	1,011,833,600	
	TOTAL	**32,552,300**	

I.H.C.D.

1333	03-29-2013 = 04-05-2013	4,014,400	573,486
1334	04-05-2013 = 04-12-2013	5,220,500	745,786
1335	04-12-2013 = 04-19-2013	9,301,400	1,328,771
1336	04-19-2013 = 04-26-2013	5,969,000	852,714
1337	04-26-2013 = 05-03-2013	4,604,400	657,771
READINGS	05-03-2013	1,054,335,000	
	03-29-2013	1,025,225,300	
	TOTAL	**29,109,700**	

T0TAL FOR MONTH OF APRIL 2013

LINCOLN	32,552,300
I.H.C.D.	29,109,700
TOTAL	**61,662,000**

INDEPENDENCE HILL CONSERVANCY DISTRICT

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JUNE 3, 2013

MERRILLVILLE CONSERVANCY DISTRICT
6251 BROADWAY
MERRILLVILLE, IN 46410

GALLONAGE FOR MAY 2013

LINCOLN

CHARTS	DATES	GALLONS PER WEEK	GALLONS PER DAY
1142	05-03-2013 = 05-10-2013	3,387,100	483,871
1143	05-10-2013 = 05-17-2013	3,167,100	452,443
1144	05-17-2013 = 05-24-2013	3,271,300	467,329
1145	05-24-2013 = 05-31-2013	3,745,900	535,129
READINGS	05-31-2013	1,057,957,300	
	05-03-2013	1,044,385,900	
	TOTAL	**13,571,400**	

I.H.C.D.

1338	05-03-2013 = 05-10-2013	4,294,100	613,443
1339	05-10-2013 = 05-17-2013	4,122,800	588,971
1340	05-17-2013 = 05-24-2013	4,324,700	617,814
1341	05-24-2013 = 05-31-2013	4,426,800	632,400
READINGS	05-31-2013	1,071,503,400	
	05-03-2013	1,054,335,000	
	TOTAL	**17,168,400**	

T0TAL FOR MONTH OF MAY 2013

LINCOLN	13,571,400
I.H.C.D.	17,168,400
TOTAL	**30,739,800**

INDEPENDENCE HILL CONSERVANCY DISTRICT

7507 Taft Street, Suites 2 & 3
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JULY 9, 2013

MERRILLVILLE CONSERVANCY DISTRICT
6251 BROADWAY
MERRILLVILLE, IN 46410

GALLONAGE FOR JUNE 2013

LINCOLN

CHARTS	DATES	GALLONS PER WEEK	GALLONS PER DAY
1146	05-31-2013 = 06-07-2013	3,816,400	545,200
1147	06-07-2013 = 06-14-2013	5,012,700	716,100
1148	06-14-2013 = 06-21-2013	3,769,600	538,514
1149	06-21-2013 = 06-28-2013	3,691,100	527,300
READINGS	06-28-2013	1,074,247,100	
	05-31-2013	1,057,957,300	
	TOTAL	**16,289,800**	

I.H.C.D.

1342	05-31-2013 = 06-07-2013	4,509,900	644,271
1343	06-07-2013 = 06-14-2013	4,754,400	679,200
1344	06-14-2013 = 06-21-2013	4,365,900	623,700
1345	06-21-2013 = 06-28-2013	4,230,300	604,329
READINGS	06-28-2013	1,089,363,900	
	05-31-2013	1,071,503,400	
	TOTAL	**17,860,500**	

T0TAL FOR MONTH OF JUNE 2013

LINCOLN	16,289,800
I.H.C.D.	17,860,500
TOTAL	**34,150,300**

INDEPENDENCE HILL CONSERVANCY DISTRICT

7507 Taft Street, Suites 2 & 3
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AUGUST 2, 2013

MERRILLVILLE CONSERVANCY DISTRICT
6251 BROADWAY
MERRILLVILLE, IN 46410

GALLONAGE FOR JULY 2013

LINCOLN

CHARTS	DATES	GALLONS PER WEEK	GALLONS PER DAY
1150	06-28-2013 = 07-05-2013	3,957,000	565,286
1151	07-05-2013 = 07-12-2013	3,802,700	543,243
1152	07-12-2013 = 07-19-2013	2,992,600	427,514
1153	07-19-2013 = 07-26-2013	2,735,300	390,757
1154	07-26-2013 = 08-02-2013	2,639,400	377,057
READINGS	08-02-2013	1,090,374,100	
	06-28-2013	1,074,247,100	
	TOTAL	**16,127,000**	

I.H.C.D.

1346	06-28-2013 = 07-05-2013	4,735,000	676,429
1347	07-05-2013 = 07-12-2013	4,600,800	657,257
1348	07-12-2013 = 07-19-2013	4,213,900	601,986
1349	07-19-2013 = 07-26-2013	4,047,300	578,186
1350	07-26-2013 = 08-02-2013	3,817,900	545,414
READINGS	08-02-2013	1,110,778,800	
	06-28-2013	1,089,363,900	
	TOTAL	**21,414,900**	

T0TAL FOR MONTH OF JULY 2013

LINCOLN	16,127,000
I.H.C.D.	21,414,900
TOTAL	**37,541,900**

INDEPENDENCE HILL CONSERVANCY DISTRICT

7507 Taft Street, Suites 2 & 3
Merrillville, Indiana 46410

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SEPTEMBER 5, 2013

MERRILLVILLE CONSERVANCY DISTRICT
6251 BROADWAY
MERRILLVILLE, IN 46410

GALLONAGE FOR AUGUST 2013

LINCOLN

CHARTS	DATES	GALLONS PER WEEK	GALLONS PER DAY
1155	08-02-2013 = 08-09-2013	2,994,300	427,757
1156	08-09-2013 = 08-16-2013	2,706,700	386,671
1157	08-19-2013 = 08-23-2013	2,640,600	377,229
1158	08-23-2013 = 08-30-2013	2,632,400	376,057
READINGS	08-30-2013	1,101,348,100	
	08-02-2013	1,090,374,100	
	TOTAL	**10,974,000**	

I.H.C.D.

1351	08-02-2013 = 08-09-2013	3,965,000	566,429
1352	08-09-2013 = 08-16-2013	3,801,900	543,129
1353	08-16-2013 = 08-23-2013	3,800,400	542,914
1354	08-23-2013 = 08-30-2013	3,689,700	527,100
READINGS	08-30-2013	1,126,035,800	
	08-02-2013	1,110,778,800	
	TOTAL	**15,257,000**	

T0TAL FOR MONTH OF AUGUST 2013

LINCOLN	10,974,000
I.H.C.D.	15,257,000
TOTAL	**26,231,000**

INDEPENDENCE HILL CONSERVANCY DISTRICT

7507 Taft Street, Suites 2 & 3
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OCTOBER 2, 2013

MERRILLVILLE CONSERVANCY DISTRICT
6251 BROADWAY
MERRILLVILLE, IN 46410

GALLONAGE FOR SEPTEMBER 2013

LINCOLN

CHARTS	DATES	GALLONS PER WEEK	GALLONS PER DAY
1159	08-30-2013 = 09-06-2013	2,942,100	420,300
1160	09-06-2013 = 09-13-2013	2,714,200	387,743
1161	09-13-2013 = 09-20-2013	3,418,800	488,400
1162	09-20-2013 = 09-27-2013	2,869,900	409,986
READINGS	09-27-2013	1,113,293,100	
	08-30-2013	1,101,348,100	
	TOTAL	**11,945,000**	

I.H.C.D.

1355	08-30-2013 = 09-06-2013	3,905,000	557,857
1356	09-06-2013 = 09-13-2013	3,775,100	539,300
1357	09-13-2013 = 09-20-2013	4,386,100	626,586
1358	09-20-2013 = 09-27-2013	4,050,700	578,671
READINGS	09-27-2013	1,142,152,700	
	08-30-2013	1,126,035,800	
	TOTAL	**16,116,900**	

T0TAL FOR MONTH OF SEPTEMBER 2013

LINCOLN	11,945,000
I.H.C.D.	16,116,900
TOTAL	**28,061,900**

INDEPENDENCE HILL CONSERVANCY DISTRICT

7507 Taft Street, Suites 2 & 3
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NOVEMBER 13, 2013

MERRILLVILLE CONSERVANCY DISTRICT
6251 BROADWAY
MERRILLVILLE, IN 46410

GALLONAGE FOR OCTOBER 2013

LINCOLN

CHARTS	DATES	GALLONS PER WEEK	GALLONS PER DAY
1163	09-27-2013 = 10-04-2013	2,862,800	408,971
1164	10-04-2013 = 10-11-2013	3,175,300	453,614
1165	10-11-2013 = 10-18-2013	2,826,000	403,714
1166	10-18-2013 = 10-25-2013	2,841,900	405,986
1167	10-25-2013 = 11-01-2013	4,399,000	628,429
READINGS	11-01-2013	1,129,398,100	
	09-27-2013	1,113,293,100	
	TOTAL	**16,105,000**	

I.H.C.D.

1359	09-27-2013 = 10-04-2013	4,131,600	590,229
1360	10-04-2013 = 10-11-2013	4,194,800	599,257
1361	10-11-2013 = 10-18-2013	3,961,300	565,900
1362	10-18-2013 = 10-25-2013	3,680,900	525,843
1363	10-25-2013 = 11-01-2013	4,714,800	673,543
READINGS	11-01-2013	1,162,836,100	
	09-27-2013	1,142,152,700	
	TOTAL	**20,683,400**	

T0TAL FOR MONTH OF OCTOBER 2013

LINCOLN	16,105,000
I.H.C.D.	20,683,400
TOTAL	**36,788,400**

INDEPENDENCE HILL CONSERVANCY DISTRICT

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Merrillville, Indiana 46410

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DECEMBER 9, 2013

MERRILLVILLE CONSERVANCY DISTRICT
6251 BROADWAY
MERRILLVILLE, IN 46410

GALLONAGE FOR NOVEMBER 2013

LINCOLN

CHARTS	DATES	GALLONS PER WEEK	GALLONS PER DAY
1168	11-01-2013 = 11-08-2013	4,726,900	675,271
1169	11-08-2013 = 11-15-2013	3,560,400	508,629
1170	11-15-2013 = 11-22-2013	3,581,500	511,643
1171	11-22-2013 = 11-29-2013	3,743,200	534,743
READINGS	11-29-2013	1,145,010,100	
	11-01-2013	1,129,398,100	
	TOTAL	**15,612,000**	

I.H.C.D.

1364	11-01-2013 = 11-08-2013	4,883,000	697,571
1365	11-08-2013 = 11-15-2013	3,937,000	562,429
1366	11-15-2013 = 11-22-2013	3,897,300	556,757
1367	11-22-2013 = 11-29-2013	3,680,600	525,800
READINGS	11-29-2013	1,179,234,000	
	11-01-2013	1,162,836,100	
	TOTAL	**16,397,900**	

T0TAL FOR MONTH OF NOVEMBER 2013

LINCOLN	15,612,000
I.H.C.D.	16,397,000
TOTAL	**32,009,900**

INDEPENDENCE HILL CONSERVANCY DISTRICT

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JANUARY 15, 2014

MERRILLVILLE CONSERVANCY DISTRICT
6251 BROADWAY
MERRILLVILLE, IN 46410

GALLONAGE FOR DECEMBER 2013

LINCOLN

CHARTS	DATES	GALLONS PER WEEK	GALLONS PER DAY
1172	11-29-2013 = 12-06-2013	3,110,200	444,314
1173	12-06-2013 = 12-13-2013	2,948,800	421,257
1174	12-13-2013 = 12-20-2013	3,001,000	428,714
1175	12-20-2013 = 12-27-2013	5,786,300	826,614
1176	12-27-2013 = 01-03-2014	3,440,700	491,529
READINGS	01-03-2014	1,163,297,100	
	11-29-2013	1,145,010,100	
	TOTAL	**18,287,000**	

I.H.C.D.

1368	11-29-2013 = 12-06-2013	3,571,300	510,186
1369	12-06-2013 = 12-13-2013	2,862,700	408,957
1370	12-13-2013 = 12-20-2013	3,050,900	435,843
1371	12-20-2013 = 12-27-2013	4,456,400	636,629
1372	12-27-2013 = 01-03-2014	3,269,000	467,000
READINGS	01-03-2014	1,196,444,300	
	11-29-2013	1,179,234,000	
	TOTAL	**17,210,300**	

T0TAL FOR MONTH OF DECEMBER 2013

LINCOLN	18,287,000
I.H.C.D.	17,210,300
TOTAL	**35,497,300**

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USAGE BY CUSTOMER TYPE FOR WASTEWATER

01/01/2013 TO 12/31/2013

		TAXABLE			NON-TAXABLE			TOTAL			
	CODE	COUNT	UNITS	AMOUNT	COUNT	UNITS	AMOUNT	COUNT	UNITS	AMOUNT	AMT / UNIT
Residential	1	0	0	0.00	5744 ~~34462~~	2345897	1674302.51	34462	2345897	1674302.51	0.7137153
Commercial (Industrial)	2	0	0	0.00	872 ~~5233~~	515873	2152712.07	5233	515873	2152712.07	4.1729497
Well	3	0	0	0.00	191 ~~0~~	10344 ~~0~~	0.00	0	0	0.00	0.0000000
	4	0	0	0	0	0	0.00	0	0	0.00	0.0000000
	5	0	0	0.00	0	0	0.00	0	0	0.00	0.0000000
	6	0	0	0.00	0	0	0.00	0	0	0.00	0.0000000
	7	0	0	0.00	0	0	0.00	0	0	0.00	0.0000000
	8	0	0	0.00	0	0	0.00	0	0	0.00	0.0000000
	9	0	0	0.00	2	18	95.40	2	18	95.40	5.3000000
	TOTAL	0	0	0.00	6807 ~~39697~~	2,872,114.000 2861788	3827109.98	39697	2861788	3827109.98	1.3373143

MCD EXHIBIT 22

UMBAUGH
It's all about experience.

H. J. Umbaugh & Associates
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112 IronWorks Avenue
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Phone: 574-935-5178
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www.umbaugh.com

November 16, 2012

Board of Directors
Merrillville Conservancy District
6250 Broadway
Merrillville, Indiana 46410

RE: 2010 IHCD Tue Up

Dear Board Members:

Attached are the schedules supporting the calculation of the amount of True Up due from IHCD for 2010, as well as the suggested rate calculation for billing IHCD for future services.

After you've had the opportunity to review the calculation, please feel free to contact us with any questions or comments.

Very truly yours,

UMBAUGH

John D. Julien

JDJ/jf

Enclosures

cc: Mr. William L. Touchette, Attorney at Law
Mr. Charles Stojakovich, Merrillville Conservancy District

MCD EXHIBIT 23

MERRILLVILLE CONSERVANCY DISTRICT
Merrillville, Indiana

IHCD COST ALLOCATION FACTOR

Treatment:
Allocated Based on Contributed Flow

	Reference	Annual Flow (In 1,000's)	Allocation Percentage
MCD	Page 1	1,646,248	78.03%
IHCD	Page 1	463,636	21.97%
Total	Page 1	2,109,884	100.00%

Lift Station:
Allocated based on IHCD's flow through the Taft St. lift station in ratio to all flow through all lift stations.

Measured annual flow - Taft St. Lift Station			1,212,305
Measured annual flow - All MCD Lift Stations (per last available readings)			3,076,345
Taft St. flow as percentage to total lift station flow			39.41%
IHCD's Taft St. flow	463,636		
Taft St. flow total	1,212,305		
IHCD's share of Taft St. flow		x	38.24%
IHCD's share of lift station expense			15.07%

Collection System:
Allocated based on IHCD's use of the MCD collection system calculated based on IHCD's use of the interceptor sewer and the interceptor sewer's ratio to total sewers.
(4) Per GSD billings.

Assumed percentage of interceptor capacity to total collection system capacity		10.00%
Times: Percentage of IHCD annual flow (see treatment % above)	x	21.97%
IHCD's collection system percentage		2.20%

Billing and Collection:
Allocated based on the number of bills sent and accounted for for IHCD in ratio to total annual bills.

	Annual Bills	Allocation Percentage
Annual IHCD bills	12	0.03%
Annual MCD bills	38,781	99.97%
Totals	38,793	100.00%

(Subject to the accompanying comments
in the letter dated November 16, 2012)

MCD EXHIBIT 24

IHCD Resolution No. 2009-04

IHCD'S RESOLUTION PLACING IHCD'S ORDER WITH MCD FOR IHCD'S WASTEWATER FLOW CAPACITY TO BE RESERVED IN MCD'S WASTEWATER FACILITIES THROUGH THE YEAR 2022

Be it resolved that the Board of Directors of the Independence Hill Conservancy District (*hereinafter*, IHCD) hereby enacts the following resolution placing IHCD's Order with MCD for IHCD's Wastewater Flow Capacity to be Reserved in MCD's Wastewater Facilities through the Year 2022:

1. Whereas, on 9-16-98 the City of Gary, Indiana, Sanitary District (*hereinafter*, GSD) held a public hearing at the offices of GSD regarding the 8-18-98 final draft of GSD's "Facilities Plan" [H.I.], which projected the capital improvements to GSD's wastewater facilities that will be required over a twenty-five (25) year planning period to meet the needs of GSD and GSD's high volume wholesale contract customers;

2. Whereas, MCD is one of GSD's contract customers, which must pay MCD's proportionate share of GSD's costs expended to construct some of GSD's capital improvements included within GSD's 8-18-98 Facilities Plan;

3. Whereas, IHCD is a contract customer of MCD and IHCD must pay IHCD's proportionate share of MCD's proportionate share of GSD's costs expended to construct some of GSD's capital improvements included within GSD's 8-18-98 Facilities Plan;

4. Whereas, IHCD has no direct contractual relationship with GSD and all of IHCD's wastewater disposal capacity at GSD must be purchased from and through MCD;

5. Whereas, MCD's and IHCD's representatives attended GSD's 9-16-98 public meeting and made oral comments on behalf of MCD and IHCD at said public meeting regarding GSD's 8-18-98 Facilities Plan;

6. Whereas, on 9-28-98 MCD's Board of Directors served GSD with "MCD's Written Comments Submitted in Response to the 9-16-98 Public Hearing Held on GSD's Proposed 8-18-98 Facilities Plan";

7. Whereas, on 12-17-99 GSD served MCD's Board of Directors with a copy of GSD's November of 1999 "Preliminary Engineering Report", which was prepared in anticipation of GSD submitting it to State of Indiana authorities in conjunction with GSD's application for a State Revolving Fund loan request;

8. Whereas, on 1-10-2000 MCD transmitted a copy of GSD's November of 1999 "Preliminary Engineering Report" to IHCD's Board of Directors;

9. Whereas, GSD's November of 1999 "Preliminary Engineering Report" contained GSD's written response to "MCD's Written Comments Submitted in Response to the 9-16-98 Public Hearing Held on GSD's Proposed 8-18-98 Facilities Plan";

10. Whereas, on 5-23-2000 MCD's and IHCD's representatives attended a meeting with GSD's representatives regarding MCD's request for and the need to order additional wastewater disposal capacity from GSD for the use of MCD and IHCD;

11. Whereas, at the 5-23-2000 meeting GSD handed out to MCD and IHCD a 5-1-2000 eight (8) page document entitled, "GSD SUMMARY OF CAPITAL PROJECTS 2000-2004", which contained GSD's proposed allocation to MCD of MCD's

proportionate share of GSD's costs for the construction of certain capital improvement projects included within GSD's 8-18-98 Facilities Plan;

12. Whereas, on 11-2-2000 MCD's and IHCD's representatives attended a meeting with GSD's representatives where GSD informed MCD and IHCD that GSD was approved for a $25.4 million Indiana State Revolving Fund Loan at 2.9% simple interest with no interest accruing for the first two years to fund certain GSD capital improvement projects, which were scheduled to be completed sometime in 2002 and were needed to meet MCD's and IHCD's capacity needs until 2022;

13. Whereas, at the 11-2-2000 meeting GSD informed MCD and IHCD that a portion of GSD's State Revolving Fund Loan would be used to fund GSD's 27th and Chase Street Lift Station improvement project and other capital improvement projects, which were necessary to meet the amount of MCD's preliminary requests to GSD for additional capacity from GSD and the amount of IHCD's preliminary requests to MCD for additional capacity through 2022;

14. Whereas, at the 11-2-2000 meeting GSD informed MCD and IHCD that GSD could not give MCD and IHCD a firm estimate of the dollar amount of MCD's proportionate share of GSD's costs, which will be paid for out of GSD's $25.4 million Indiana State Revolving Fund Loan, until GSD had a firm wastewater capacity need commitment from MCD through the year 2022;

15. Whereas, on 1-8-01, MCD's Board of Directors passed **MCD Resolution 01-02**, which is entitled **"Resolution Placing MCD's Order with Gary Sanitary**

District for MCD's Actual Required Wastewater Flow Capacity in GSD's Wastewater Facilities Through the Year 2022", by which MCD placed MCD's Capacity Order with GSD for 14.77 million gallons per day of average flow and 34.5 million gallons of peak hourly flow; *See*, attached copy of **EXHIBIT A**;

16. Whereas, MCD transmitted a true and accurate copy of MCD Resolution 01-02 to GSD and GSD accepted and confirmed MCD's Capacity Order, which was placed with GSD by Resolution 01-02;

17. Whereas, GSD's Aeration System Project, Electrical Upgrades Project, and GSD's 27th and Chase Lift Station Improvements Project have been completed and funded by GSD's State Revolving Fund Revenue Bonds of 2000;

18. Whereas, since January of 2002 MCD has been paying MCD's proportionate share of GSD's costs incurred for these three (3) GSD improvement and expansion projects based on MCD's reserved capacities in GSD's facilities as established by MCD Resolution 01-02;

19. Whereas, these three (3) GSD improvement and expansion projects were completed and were necessary to meet MCD's and IHCD's capacity needs through the year 2022;

20. Whereas, prior to this Resolution IHCD has purchased 1.32 million gallons of reserved average daily flow capacity in MCD's and GSD's wastewater facilities; and, 3.32 million gallons of reserved peak hourly flow capacity in MCD's and GSD's wastewater facilities;

21. Whereas, IHCD's Board of Directors recognizes and acknowledges the immediate practical need for IHCD to supply MCD with a binding order of IHCD's wastewater capacity needs sufficient to last IHCD until 2022, **IHCD hereby places IHCD's Capacity Order with MCD for an additional 2.18 million gallons of reserved average daily flow capacity for a total of 3.5 million gallons** (i.e., 1.32 mgd + 2.18 mgd) **of average daily flow capacity; and, for an additional 5.68 million gallons** (i.e., 3.3 mgd + 5.7 mgd) **of peak hourly flow capacity for a total of 9 million gallons of peak hourly flow capacity**, which will be sufficient capacity to meet IHCD's actual required wastewater flow capacity in MCD's and GSD's wastewater facilities through 2022;

22. Whereas, the new written "Wastewater Transportation and Treatment Agreement Between the MCD and the IHCD", which IHCD is approving and entering on the same date as this Resolution, provides and states the terms upon which IHCD is purchasing and reserving in MCD's facilities **a total of 3.5 million gallons of average daily flow capacity; and a total of 9 million gallons of peak hourly flow capacity**;

23. Whereas, this IHCD Resolution is conditioned upon MCD's Board of Directors passing an MCD Resolution reserving **a total of 3.5 million gallons of average daily flow capacity; and a total of 9 million gallons of peak hourly flow capacity** in MCD's and GSD's facilities for IHCD's use and benefit, which will be satisfied by the wastewater capacities MCD Resolution 01-02 reserved in GSD's facilities;

24. Whereas, this IHCD Resolution is conditioned upon MCD's Board of Directors approving and entering the new written "Wastewater Transportation and Treatment Agreement Between the MCD and the IHCD";

25. Whereas, IHCD's purchase from **MCD of an additional 2.18 million gallons of reserved average daily flow capacity for a total of 3.5 million gallons** (i.e., 1.32 mgd + 2.18 mgd) **of average daily flow capacity; and, for an additional 5.68 million gallons** (i.e., 3.3 mgd + 5.7 mgd) **of peak hourly flow capacity for a total of 9 million gallons of peak hourly flow capacity** shall become complete upon MCD's Board passing the MCD Resolution referred to above in rhetorical paragraph 23 and upon MCD's Board and IHCD's Board approving and entering the new written "Wastewater Transportation and Treatment Agreement Between the MCD and the IHCD"; and

26. Whereas, according to the terms discussed above, IHCD hereby **offers to purchase from MCD an additional 2.18 million gallons of reserved average daily flow capacity for a total of 3.5 million gallons** (i.e., 1.32 mgd + 2.18 mgd) **of average daily flow capacity; and, for an additional 5.68 million gallons** (i.e., 3.3 mgd + 5.7 mgd) **of peak hourly flow capacity for a total of 9 million gallons of peak hourly flow capacity.**

ALL OF WHICH IS RESOLVED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE INDEPENDENCE HILL CONSERVANCY DISTRICT THIS 8th DAY OF DECEMBER, 2009.

SIGNED AND DATED THIS 8TH DAY OF DECEMBER , 2009.

JAMES W. BESHEARS, Chairman
IHCD Board of Directors

SEDRICK GEEEN, Vice Chairman
IHCD Board of Directors

MICHAEL A. MIRIN, Director
IHCD Board of Directors

MICHAEL RIVERA, Director
IHCD Board of Directors

ANN D. COLLINS, Director
IHCD Board of directors

ATTEST:

IHCD Board Secretary

EXHIBIT A

Resolution No. 01-02

MERRILLVILLE CONSERVANCY DISTRICT'S RESOLUTION PLACING MCD'S ORDER WITH GARY SANITARY DISTRICT FOR MCD'S "ACTUAL REQUIRED WASTEWATER FLOW CAPACITY" IN GSD'S WASTEWATER FACILITIES THROUGH THE YEAR 2022

Be it resolved that the Board of Directors of the Merrillville Conservancy District (*hereinafter*, MCD) hereby enacts the following "RESOLUTION PLACING MCD'S ORDER WITH GARY SANITARY DISTRICT (*hereinafter*, GSD) FOR MCD'S 'ACTUAL REQUIRED WASTEWATER FLOW CAPACITY' IN GSD'S WASTEWATER FACILITIES THROUGH THE YEAR 2022":

1. Whereas, on 9-16-98 GSD had a public hearing at the offices of GSD regarding the 8-18-98 final draft of GSD's "Facilities Plan" [H.I.], which projected the capital improvements to GSD's wastewater facilities that would be required over a twenty-five (25) year planning period to meet the needs of GSD and GSD's high volume wholesale contract customers;
2. Whereas, MCD is one of GSD's contract customers who will need to pay a part of GSD's costs expended to construct some of GSD's capital improvements included within GSD's 8-18-98 Facilities Plan;
3. Whereas, MCD's representatives attended GSD's 9-16-98 public meeting and made oral comments on behalf of MCD at said public meeting regarding GSD's 8-18-98 Facilities Plan;
4. Whereas, on 9-28-98 MCD's Board of Directors served GSD with "MCD's Written Comments Submitted in Response to the 9-16-98 Public Hearing Held on GSD's Proposed 8-18-98 'Facilities Plan'" [H.I.];

EXHIBIT A

5. Whereas, on 12-17-99 GSD served MCD's Board of Directors with a copy of GSD's November of 1999 "Preliminary Engineering Report" [H.I.], which was prepared in anticipation of GSD submitting it to State of Indiana authorities in conjunction with GSD's application for a State Revolving Fund loan request;

6. Whereas, GSD's November of 1999 "Preliminary Engineering Report" contained GSD's written response to "MCD's Written Comments Submitted in Response to the 9-16-98 Public Hearing Held on GSD's Proposed 8-18-98 'Facilities Plan'";

7. Whereas, on 5-23-2000 MCD's representatives attended a meeting with GSD's representatives regarding MCD's request and need to order additional wastewater disposal capacity from GSD;

8. Whereas, at the 5-23-2000 meeting GSD handed out to MCD a 5-1-2000 eight (8) page document entitled, "GSD SUMMARY OF CAPTIAL PROJECTS 2000-2004", which contained GSD's proposed allocation to MCD of MCD's proportionate share of GSD's costs for the construction of certain capital improvement projects included within GSD's 8-18-98 Facilities Plan;

9. Whereas, on 11-2-2000 MCD's representatives attended a meeting with GSD's representatives where GSD informed MCD that GSD was approved for a $25.4 million Indiana State Revolving Fund Loan at 2.9% simple interest with no interest accruing for the first two years to fund certain GSD capital improvement projects, which are scheduled to be completed sometime in 2002 and to meet MCD's capacity needs until 2022;

10. Whereas, at the 11-2-2000 meeting GSD informed MCD that a portion of GSD's State Revolving Fund Loan will be used to fund GSD's 27th and Chase Street Lift

Station improvement project, which will be necessary to meet MCD's the amount of MCD's preliminary requests for additional capacity from GSD through 2022;

11. Whereas, at the 11-2-2000 meeting GSD informed MCD that GSD cannot give MCD the precise dollar amount of MCD's share of GSD's costs, which will be paid for out of GSD's $25.4 million Indiana State Revolving Fund Loan until GSD has a firm wastewater capacity need commitment until the year 2022 from MCD;

12. Whereas, at the 11-2-2000 meeting MCD informed GSD that MCD was still looking into other alternatives that might be more cost effective for lowering MCD's peak flows into GSD's wastewater facilities;

13. Whereas, MCD and GSD agreed that MCD would continue to study the situation and at a later date supply GSD with hard capacity numbers for MCD's wastewater flow needs until the year 2022;

14. Whereas, on 12-5-2000 GSD's legal counsel, James Meyer, sent a letter to the Chairman of MCD's Board of Directors (*See*, attached EXHBIT A), requesting that MCD immediately supply GSD with hard capacity numbers for MCD's wastewater flow needs until the year 2022, so GSD can proceed with the design engineering for GSD's 27th and Chase Street Lift Station improvement project;

15. Whereas, the 12-5-2000 letter GSD's legal counsel sent to the Chairman of MCD's Board of Directors (*See*, attached **EXHBIT A**) states:

> As we discussed, ***MCD is not agreeing to any particular dollar amount at this time for whatever capacity it reserves.*** The formula to compute MCD's proportionate percentage share, as well as the proportionate shares of Hobart, Lake Station and GSD will be computed after all reserved capacities are known. Thereafter, the precise amount of MCD's share of the cost will be computed based on the appropriate allocation formula AND, also, taking into consideration 1) all amounts previously paid by MCD in excess of its proportionate share on the

earlier 6O" interceptor project and 2) credits, if any, due MCD from GSD for GSD's use of MCD's sewers (per our discussion at last meeting).

16. Whereas, GSD's legal counsel, James Meyer, has informed MCD that on 1-9-2001 GSD will be signing design engineering contracts for GSD's $25.4 million State Revolving Fund Loan, which will include GSD's 27th and Chase Street Lift Station improvement project;

17. Whereas MCD acknowledges and agrees that MCD will negotiate in good faith with GSD to establish and pay MCD's proportionate share of GSD's capital costs incurred as part of GSD's $25.4 million State Revolving Fund Loan, which will include GSD's 27th and Chase Street Lift Station improvement project; and,

18. Whereas, MCD recognizes and acknowledges the immediate practical need for MCD to supply GSD with a reliable estimate of MCD's wastewater capacity needs sufficient to last MCD until 2022, MCD hereby places MCD's Capacity Order with GSD for a total of 14.77 million gallons per day of average flow and 34.5 million gallons per day of instantaneous peak flow, which will be sufficient capacity to meet MCD's 'Actual Required Wastewater Flow Capacity' in GSD's wastewater facilities for the next twenty-two year planning period.

ALL OF WHICH IS RESOLVED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MERRILLVILLE CONSERVANCY DISTRICT THIS 8TH DAY OF JANUARY, 2001.

PAUL L. VOLK, Chairman of the MCD Board of Directors

MILAN DAKICH, Vice-Chairman of the MCD Board of Directors

JOSEPH T. SANOK, Secretary-Treasurer of the MCD Board of Directors

KENNETH SMITH, Member of the MCD Board of Directors

THOMAS P. KEILMAN, Member of the MCD Board of Directors

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OF COUNSEL
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W. ANTHONY WALKER
LENORE L. HEAPHEY
LUKAS I. COHEN

December 5, 2000

Mr. Paul Volk
President, MCD
6250 Broadway
Merrillville, IN 46410

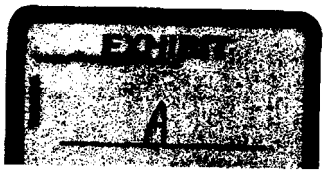
VIA FAX (Hard Copy to Follow): 219-980-8035

RE: MCD Reserved Capacity to and Through GSD's 27th & Chase Pump Station

Dear Mr. Volk:

On behalf of the Gary Sanitary District (GSD) I am hereby requesting that the Merrillville Conservancy District (MCD) provide the GSD and MCD Board approved Resolution stating the total amount of transport and treatment capacity in million gallons per day that the MCD wishes to reserve in GSD's facilities, particularly GSD's 27th and Chase pump station and sewers leading to it. As you are aware from our recent meetings, GSD is in the process of hiring an engineering firm to do the design work for the rehabilitation and augmentation of that station and it is critical that we know the amount of capacity that MCD wishes to reserve in its facilities. Please keep in mind that it is highly unlikely that there will be any opportunity for at least another twenty years to request an increase in capacity from the GSD and there would have to be an extremely high premium charge for any additional capacity agreed to in the interim after the pending construction is complete.

As we discussed, MCD is not agreeing to any particular dollar amount at this time for whatever capacity it reserves. The formula to compute MCD's proportionate percentage share, as well as the proportionate shares of Hobart, Lake Station and GSD will be computed after all reserved capacities are known. Thereafter, the precise amount of MCD's share of the cost will be computed based on the appropriate allocation formula AND, also, taking into consideration 1) all amounts previously paid by MCD in excess of its proportionate share on the earlier 60" interceptor project and 2) credits, if any, due MCD from GSD for GSD's use of MCD's sewers (per our discussion at last meeting).



It is absolutely imperative that GSD receive MCD's capacity allocation request Resolution as soon as reasonably possible but no later than 4:00 p.m. December 29, 2000. If GSD does not receive the request on or before that date, GSD will have no choice but to proceed with the design based upon the capacities reserved in MCD's current contract with GSD. If you or your staff have any questions or comments, don't hesitate to call.

Sincerely yours,

James B. Meyer

James B. Meyer

CC: Christine Sevarese
William Touchette
Otho Lyles, III - President, GSD
Carmen Wilson - Director, GSD

MCD EXHIBIT 25

MCD RESOLUTION NUMBER: 2009-10

RESOLUTION OF THE MERRILLVILLE CONSERVANCY DISTRICT ACCEPTING IHCD RESOLUTION NO. 2009-04 ORDERING ADDITIONAL RESERVED WASTEWATER CAPACITY FROM MCD

WHEREAS, pursuant to a published Notice, the Board of Directors of the Merrillville Conservancy District (*hereinafter*, MCD) held a public meeting on 12-14-09, at 10:30 a.m., at the District's office at 6250 Broadway, Merrillville, Indiana 46410;

WHEREAS, on 8-25-99 Independence Hill Conservancy District (*hereinafter*, IHCD) and MCD entered a "...Mutual Letter of Intent", which affirmed that IHCD has currently reserved and purchased from MCD 1.32 mgd of average daily wastewater capacity and 3.32 mgd of peak hourly flow wastewater capacity;

WHEREAS, on 12-8-09 IHCD's Board of Directors approved and passed **"IHCD Resolution No. 2009-04"**, which is entitled:

"IHCD'S RESOLUTION PLACING IHCD'S ORDER WITH MCD FOR IHCD'S WASTEWATER FLOW CAPACITY TO BE RESERVED IN MCD'S WASTEWATER FACILITIES THROUGH THE YEAR 2022";

WHEREAS, in approving and passing "IHCD Resolution No. 2009-04" IHCD's Board of Directors is **offering to order and reserve from MCD an additional 2.18 mgd of average daily wastewater capacity and 5.68 mgd of peak hourly flow wastewater capacity to increase IHCD's total reserved capacity in MCD's facilities to 3.5 mgd of average daily capacity** (i.e., 1.32 mgd + 2.18 mgd) **and 9 mgd of peak hourly flow capacity** (i.e., 3.32 mgd + 5.68 mgd);

WHEREAS, **IHCD paid MCD $2,600,000 on 7-21-08 and IHCD is paying MCD an additional $2,355,000 simultaneously with MCD's approval and adoption of this Resolution**

for a total of $4,955,000;

WHEREAS, on 12-8-09 IHCD's Board of Directors approved and signed a new written "Wastewater Transportation and Treatment Agreement Between the MCD and the IHCD";

WHEREAS, MCD's Board of Directors approved and signed a new written "Wastewater Transportation and Treatment Agreement Between the MCD and the IHCD" simultaneously with MCD's approval and adoption of this Resolution; and

WHEREAS, the new **written "Wastewater Transportation and Treatment Agreement Between the MCD and the IHCD" provides and states the terms upon which IHCD is purchasing and reserving in MCD's facilities a total of 3.5 million gallons of average daily flow capacity; and a total of 9 million gallons of peak hourly flow capacity;**

BE IT RESOLVED, that MCD's Board of Directors, upon a motion duly made and seconded hereby accepts and approves the terms of "IHCD Resolution No. 2009-04", which is entitled:

"IHCD'S RESOLUTION PLACING IHCD'S ORDER WITH MCD FOR IHCD'S WASTEWATER FLOW CAPACITY TO BE RESERVED IN MCD'S WASTEWATER FACILITIES THROUGH THE YEAR 2022".

ALL OF WHICH IS RESOLVED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE INDEPENDENCE HILL CONSERVANCY DISTRICT THIS 14TH DAY OF DECEMBER, 2009.

(This space intentionally left blank)

SIGNED AND DATED THIS 14TH DAY OF DECEMBER, 2009.

EDWARD M. SPERKA, MCD Chairman

JEFFERY MINCHUK, MCD Vice Chairman

EDWARD YERGA, MCD Secretary-Treasurer

DANIEL IVANYO, MCD Director

HELEN SANOK, MCD Director

ATTEST:

EDWARD YERGA, MCD Board Secretary

MCD EXHIBIT 26

WASTEWATER TRANSPORTATION AND TREATMENT AGREEMENT

BETWEEN THE

MERRILLVILLE CONSERVANCY DISTRICT

AND THE

INDEPENDENCE HILL CONSERVANCY DISTRICT

December, 2009 – Final

WASTEWATER TRANSPORTATION AND TREATMENT AGREEMENT

BETWEEN THE

MERRILLVILLE CONSERVANCY DISTRICT

AND THE

INDEPENDENCE HILL CONSERVANCY DISTRICT

December, 2009 – Final

WASTEWATER TRANSPORTATION AND TREATMENT AGREEMENT BETWEEN THE MERRILLVILLE CONSERVANCY DISTRICT AND THE INDEPENDENCE HILL CONSERVANCY DISTRICT

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WASTEWATER TRANSPORTATION AND TREATMENT AGREEMENT BETWEEN THE MERRILLVILLE CONSERVANCY DISTRICT AND THE INDEPENDENCE HILL CONSERVANCY DISTRICT

THIS AGREEMENT (*hereinafter,* referred to as "Agreement"), entered into by and between the Merrillville Conservancy District (*hereinafter*, referred to as "MCD"), a political subdivision and special taxing district of the State of Indiana, which provides wastewater disposal service pursuant to Indiana's Conservancy Act, I.C. §§ 14-33 *et seq.*; and, the Independence Hill Conservancy District (*hereinafter*, referred to as "IHCD"), a special taxing district and political subdivision of the State of Indiana, which provides wastewater disposal service pursuant to Indiana's Conservancy Act, I.C. §§ 14-33 *et seq.*

INTRODUCTION

WHEREAS, I.C. § 14-33-5-22[1], entitled "Agreements with people or entities; debt agreements", permits the Board of Directors of a Conservancy District to enter agreements with and accept money from a federal agency and to enter into an agreement with a special taxing district for any purpose compatible with the purposes for which the district exists;

WHEREAS, neither MCD nor IHCD owns or operates a wastewater treatment plant for disposing of wastewater collected within the borders of MCD's and IHCD's mutually exclusive service territories;

WHEREAS, MCD, IHCD, the City of Gary, City of Hobart, City of Lake Station, and the Town of New Chicago are part of a regional wastewater transportation and treatment system which was largely constructed with the assistance of federal water pollution control construction grants provided by the U.S. Environmental Protection Agency (*hereinafter*, referred to as "USEPA") pursuant to the Federal Water Pollution Control Act "Grants for Construction of Treatment Works" found at 33 U.S.C. § 1281 *et seq.*[2];

WHEREAS, MCD and IHCD completed and submitted to the USEPA applications for Federal grant funds for the construction of wastewater treatment works under the provisions of the Federal Water Pollution Control Act;

WHEREAS, the USEPA awarded Federal Clean Water Act grants for the construction of treatment works to MCD and IHCD pursuant to "USEPA GRANT AGREEMENTS" entered by MCD's and IHCD's Boards of Directors;

---

[1] *See*, Appendix, *infra*, at p. A-16.

[2] *See*, Appendix, *infra*, at pp. A-17 – A-22.

WHEREAS, the City of Gary Sanitary District (*hereinafter*, referred to as "GSD") owns and operates a wastewater treatment plant, which serves the entire regional system and was constructed with the assistance of a Federal Clean Water Act Grant;

WHEREAS, GSD, Hobart, Lake Station, New Chicago, MCD and IHCD are all classified as "municipalities" within the definitions stated in 40 C.F.R. § 35.905 and 40 C.F.R. § 35.2005(27)[3];

WHEREAS, the regional wastewater system involving these municipalities is a "complete waste treatment system" within the definition stated in 40 C.F.R. § 35.905[4];

WHEREAS, pursuant to 40 C.F.R. § 35.2107 entitled "Intermunicipal service agreements"[5], if a "complete waste treatment system" serves two or more municipalities they must execute

> "***...intermunicipal agreements, contracts or other legally binding instruments necessary for*** the financing, building and ***operation of the proposed treatment works...***" At a minimum they must include the basis upon which costs are allocated, the formula by which costs are allocated, and the manner in which the cost allocation system will be administered..."

[Emphasis Added]

WHEREAS, MCD owns and operates a system of interceptor sewers and lift stations, which transport wastewater generated within the jurisdiction of MCD's exclusive sanitary sewer service territory and IHCD's exclusive territory to the wastewater transportation, treatment and disposal facilities of GSD;

WHEREAS, MCD and GSD entered contractual agreements dated 10-7-64; 8-24-82; 2-18-91; and, 10-10-95; which contractual agreements determined the charges that MCD pays to GSD in return for GSD's promise to accept, transport and treat the wastewater MCD discharges at the MCD's and GSD's points of connection;

WHEREAS, MCD currently pays GSD sewer user charges on a monthly basis to transport and treat the wastewater discharged by MCD into GSD's wastewater facilities pursuant to a 10-10-95 "Wastewater Treatment Agreement between the GSD and MCD";

WHEREAS, MCD currently pays MCD's proportionate share of GSD's annual capital costs to GSD in June and December of each calendar year;

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[3] *See*, Appendix, *infra*, at p. A-48.

[4] *See*, Appendix, *infra*, at p. A-38.

[5] *See*, Appendix, *infra*, at p. A-51.

WHEREAS, each contractual agreement between the MCD and GSD subsequent to 10-7-64 has resulted in an increase of charges paid by MCD to GSD;

WHEREAS, IHCD and MCD currently are parties to an 8-3-77 "AGREEMENT" which allows IHCD to discharge the wastewater generated within IHCD's service territory into the MCD's wastewater facilities;

WHEREAS, MCD's and IHCD's 8-3-77 "AGREEMENT" at page five (5) states:

* * *

> 8. ***The IHCD agrees to pay the MCD for handling of [IHCD's] sewage*** the sum of Four Hundred Thirty-five ($435.00) Dollars per million gallons of sewage as measured by the meter. ***The rate of compensation shall be re-negotiated*** as often and in the same manner as that provided in the contract between the MCD and the Gary Sanitary District, which agreement is dated October 7, 1964, or by any changes or amendments to said agreement, ***it being the intent of this provision that any increase or decrease in the rate of compensation under the contract between the MCD and the Gary Sanitary District shall raise or lower the payments due [from IHCD] under this agreement in the same dollar amount per million gallons.***

[Emphasis Added]

* * *

WHEREAS, MCD and IHCD entered an 8-25-99 "MUTUAL LETTER OF INTENT" modifying MCD's and IHCD's 8-3-77 Agreement and agreeing to exercise good faith to expeditiously resolve all outstanding issues so MCD and IHCD can expeditiously finalize a new "WASTEWATER TRANSPORTATION AND TREATMENT AGREEMENT"; and

WHEREAS, MCD and IHCD are now desirous of renegotiating, updating and restating MCD's and IHCD's 8-3-77 Agreement as modified by the 8-25-99 "IHCD and MCD Mutual Letter of Intent".

NOW, THEREFORE, it is hereby agreed by and between MCD and IHCD that MCD will accept IHCD's wastewater for transportation to GSD's wastewater facilities for treatment and disposal in a proper manner by GSD subject to the following covenants and conditions.

1. DEFINITIONS

A. "MCD" shall mean the Merrillville Conservancy District and shall include for purposes of definition, flows collected from domestic (i.e. commercial and residential) sources and GSD approved non-domestic (i.e., industrial) sources.

B. "IHCD" shall mean the Independence Hill Conservancy District and shall include for purposes of definition, flows collected from conventional sources and GSD approved non-conventional (i.e., industrial) sources.

C. "GSD" shall mean the City of Gary, Indiana, Sanitary District and shall include for the purposes of definition, all of GSD's wastewater facilities involved with the collection and treatment of MCD's and IHCD's wastewater; including GSD's publicly owned wastewater treatment plant and all facilities, equipment, systems, process, etc., which are reasonably necessary to properly maintain and operate GSD's treatment plant.

D. "USEPA" shall mean United State Environmental Protection Agency.

E. "IDEM" shall mean Indiana Department of Environmental Management.

MCD and IHCD acknowledge that their operations are governed, in part, by the IDEM's **Water Pollution Control Board**, which is Indiana's Water Pollution Agency under Federal Law; *see*, **I.C. § 13-18-2 *et seq.***[6]; and, by the **administrative rules** adopted by Indiana's Water Pollution Control Board found at **327 IAC 1, *et seq.***

F. "Governing Federal Law" includes, but is not limited to, the following cited authorities and any amendments thereto:

i. The **Federal Clean Water Act** (CWA) found at **33 U.S.C. § 1251 *et seq.***, and all amendments thereto, *see* attached copy of CWA Table of Contents[7];

ii. The **Federal Water Pollution Control Act** (FWPCA), **"Grants for Construction of Treatment Works"** found at **33 U.S.C. § 1281 *et seq.***[8]; *see, also*, **I.C. § 13-11-2-79**, entitled **"Federal Water Pollution Control Act"**[9];

iii. The USEPA's regulations regarding **"Grants for the Construction of Treatment Works – Clean Water Act"** found at **40 C.F.R. § 35.900 *et al.***[10]; and

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[6] *See*, also, **I.C. § 13-18-2-1**: "Powers; cooperation with federal agencies; federal funds; approval of projects; participation in proceedings"; Appendix, *infra*, at pp. A-23 – A-24.

[7] *See*, Appendix, *infra*, at pp. A-25 – A-27.

[8] *See*, Appendix, *infra*, at pp. A-15 – A-22.

[9] *See*, Appendix, *infra*, at p.A-28.

[10] *See,* attached copy of Table of Contents, Appendix, *infra*, at pp. A-33 – A-36.

iv. The USEPA's regulations regarding **"Grants for Construction of Treatment Works"** found at **40 C.F.R. § 35.2000** ***et al.***[11]

G. "Wastewater" shall mean a combination of the liquid and water-carried pollutants from residences, business buildings, institutions and industrial establishments, together with such ground, surface and storm waters as may be present. *See also*, **327 IAC 2-4-2 "Wastewater defined"**[12].

H. "Flow" shall mean the gallons of wastewater discharged by IHCD to MCD and the gallons of wastewater discharged by MCD to GSD. Flow shall include domestic loadings of CBOD, Phosphorus, Ammonia and suspended solids and such other conventional pollutants as may be acceptable.

I. "Wastewater sampling and analysis" shall mean the sampling and laboratory analysis conducted on MCD's and IHCD's combined wastewater flows conducted by GSD and/or GSD's agents pursuant to the requirements of Indiana's Water Pollution Control Board. All analytical work shall be in accordance with 40 CFR 136 or any other methods approved by the Board.[13]

J. "Wastewater Treatment Plant" shall mean the wastewater treatment plant operated by GSD and located in the City of Gary, Indiana.

K. "Transmission Facilities" shall mean large transmission lines, force mains and lift stations necessary for the transportation of wastewater to GSD's wastewater treatment plant.

L. "Collection System" shall mean the system of local sewers necessary to accept effluent wastewater from individual residences, businesses and industries throughout MCD or IHCD.

M. "Wastewater facilities" shall mean the combination of "wastewater treatment plant", "transmission facilities", and/or "collection system".

N. "Operation and Maintenance" means MCD's and GSD's activities required to assure the dependable and economical function of their facilities and treatments works.

i. "Maintenance" means preservation of the functional integrity and efficiency of equipment and structures. This includes preventive maintenance, corrective maintenance and replacement of equipment as needed.

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[11] *See,* attached copy of Table of Contents, Appendix, *infra*, at pp. A-45 – A-46.

[12] *See*, Appendix, *infra*, at p. 56.

[13] *See,* 327 IAC 2-4-3 "Sampling frequency; methods of analysis"; Appendix, *infra*, at p. A-57.

ii. "Operation" means control of the unit processes and equipment which make up the treatment works. This includes financial and personnel management, record keeping, laboratory control, process control, and safety and emergency operation planning.

See, attached copy of 40 C.F.R. § 35.2005(b)(30)[14].

O. "Replacement" means MCD's and GSD's expenditures for obtaining and installing equipment, accessories, or appurtenances which are necessary during the design or useful life, whichever is longer, of the facilities and treatment works to maintain the capacity and performance for which such works were designed and constructed. *See*, attached copies of 33 U.S.C. § 1292(3), 40 C.F.R. § 35.905, and 40 C.F.R. § 35.2005(b)(36)[15].

P. "Operation, Maintenance and Replacement"is abbreviated herein as "O, M & R".

Q. "Useful life" means the period during which wastewater facilities and treatment works operate. *See*, attached copy of 40 C.F.R. 35.905 and 40 C.F.R. § 35.2005(b)(51)[16].

R. "National Pollutant Discharge Elimination System (NPDES)" means the federal system for issuing, modifying, suspending, revoking and reissuing, terminating, monitoring and enforcing discharge permits pursuant to the Clean Water Act, 33 U.S.C. § 1251, *et seq.*[17], as amended; I.C. §§ 13-18-19 *et seq.*, "NPDES Permits"; Indiana Administrative Code: "Title 327; Water Pollution Control Board; Article 5. Industrial Wastewater Pretreatment Programs and NPDES, *et seq.*; and, 327 IAC 5-2-11.6 "Great Lakes system dischargers establishment of water quality-based effluent limitations (WQBELs)"[18]

S. "Sewer Use Ordinance" means the ordinance, resolution, or other local rules regulating use of and discharge into MCD's, IHCD's and GSD's wastewater facilities.

T. "Average flow" is the average of the daily volumes to be received for a continuous twelve (12) month period expressed as a volume per unit time in mgd (million gallons per day).

U. "Peak Hourly Flow" is the largest volume of flow to be received during a one-hour period expressed as a volume per unit time in mgd (million gallons per day).

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[14] *See*, Appendix, *infra*, at p. A-49.

[15] *See*, Appendix, *infra*, at pp. A-40, A-49, A-59.

[16] *See*, Appendix, *infra*, at pp. A-41, A-50.

[17] *See*, Appendix, *infra*, at pp. A-25 – A-27.

[18] *See*, Appendix, *infra*, at pp. A-61 – A-68.

V. "Maximum Daily Flow" is the largest volume of flow to be received during a continuous 24 hour period expressed as a volume per unit time in mgd.

2. EFFECTIVE DATE

It is understood and agreed between MCD and IHCD that this Agreement shall become effective upon:

A. IHCD's Board of Directors passing "IHCD RESOLUTION NO. 2009-04: IHCD'S RESOLUTION PLACING IHCD'S ORDER WITH MCD FOR IHCD'S WASTEWATER FLOW CAPACITY TO BE RESERVED IN MCD'S WASTEWATER FACILITIES THROUGH THE YEAR 2022", according to the form which has been prepared and provided by IHCD;

B. MCD's Board of Directors passing "MCD RESOLUTION NUMBER: 2009-10: RESOLUTION OF THE MERRILLVILLE CONSERVANCY DISTRICT ACCEPTING IHCD RESOLUTION NO. 2009-04 ORDERING ADDITIONAL RESERVED WASTEWATER CAPACITY FROM MCD";

C. The execution and approval of this Agreement by both MCD's Board of Directors and IHCD's Board of Directors, as evidenced by the dated signatures of MCD's and IHCD's Board Members appearing at the end of this Agreement (*infra*, at pp. 30-31);

D. IHCD's payment to MCD of an additional $2,355,000 as offered in the 9-29-09 letter from the Chairman of IHCD's Board of Directors, Jim Beshears, to the Chairman of MCD's Board of Directors, Ed Sperka; and

E. MCD filing "Plaintiff MCD's Motion to Dismiss MCD's Complaint Against Defendant IHCD, with Prejudice", in *MCD (Plaintiff) v. IHCD (Defendant)*, Lake Superior Court, Civil Division, Room 3, Cause No. 45D03-0201-CC-00009.

3. IHCD'S CURRENT RESERVED WASTEWATER CAPACITY PURCHASED FROM MCD; AND, IHCD'S FUTURE PURCHASES OF ADDITIONAL CAPACITY FROM MCD

A. IHCD's Current Reserved Wastewater Capacity with MCD

Prior to MCD and IHCD entering this "MCD and IHCD Wastewater Transportation and Treatment Agreement" IHCD had the following reserved capacities in MCD's wastewater facilities: **1) Average Daily Flow Limit = 1.32 million gallons per day; and, 2) Peak Hourly Flow Limit = 3.32 million gallons.**

Upon the satisfaction and completion of all of the conditions listed in the immediate preceding rhetorical paragraph 2, through the year 2022 IHCD will have finalized IHCD's purchase from MCD of an ***additional 2.18 million gallons of reserved average daily flow capacity*** **for a total of** ***3.5 million gallons of reserved average daily flow capacity***; and, for an ***additional 5.68 million***

gallons of reserved hourly peak flow capacity **for a total of** ***9 million gallons of reserved hourly peak flow capacity.***

B. <u>IHCD's Capacity Limitations/Reserves in Specific MCD and GSD Facilities</u>

IHCD's reserved wastewater capacity with MCD extends only to the following specific MCD and GSD facilities through which IHCD's wastewater actually flows:

i. IHCD's Reserved Capacity in MCD's 24" Gravity Sewer (IHCD's Original <u>Interconnection Point to MCD's 48" Interceptor)</u>

Flowing Full Pipe Sewer Capacity = 4.43 million gallons per day (i.e. mgd)
Less MCD's Reserved Capacity = 0.74 mgd (10" diameter pipe @ 0.28%)

IHCD Reserved Capacity = 3.69 mgd

MCD's and IHCD's reserved capacities are based on the fact that IHCD paid to increase MCD's 10" line to a 24" line at the time it was constructed.

ii. <u>IHCD's Reserved Peak Hourly Capacity in "Other Sewers"</u>

IHCD's has reserved peak hourly capacity of 9 mgd in the following "other sewers".

a. <u>MCD's 48" Interceptors</u>

(1) Taft Street from the former C&O Railroad Right-of Way to Taft Street Lift station;

(2) Cleveland Street from 49th Avenue to Ridge Road, then Ridge Road to Chase Street, then Chase Street to 35th Avenue and discharge to GSD

b. <u>GSD's Interceptors</u>

Various sizes from 35th and Chase Street to GSD's wastewater treatment plant

iii. <u>Lift Stations</u>

IHCD has reserved peak hourly capacity of 9 mgd in the following lift stations.

a. MCD's Taft Street Lift Station and MCD's Parallel Force Mains <u>Exiting the Taft Street Lift Station</u>

b. <u>GSD's 27th and Chase Street Lift Station</u>

iv. **GSD's Wastewater Treatment Plant**

IHCD's has reserved peak hourly capacity of 9 mgd.

C. IHCD's Future Purchases of Additional Reserved Wastewater Capacity from MCD

MCD and IHCD agree that all of IHCD's purchases of additional capacity from MCD beyond IHCD's capacities stated herein shall only be made by duly passed Resolutions of IHCD's Board of Directors in a form supplied by and approved by MCD. No IHCD resolution ordering additional capacity from MCD shall be binding on MCD, unless it is formally accepted by a resolution of MCD's Board of Directors. An IHCD resolution purchasing additional capacity from MCD, which is formally accepted by a resolution of MCD's Board of Directors, shall act to modify the instant "MCD and IHCD Wastewater Transportation and Treatment Agreement" and be fully incorporated into the instant Agreement.

D. IHCD's Use of Reserved Capacity Purchased from MCD Restricted to Real Estate and Users Located within IHCD's Exclusive Sanitary Sewer Service Territory

IHCD's use of any and all reserved wastewater capacity that IHCD has purchased from MCD is restricted to users and real estate located within the borders of IHCD's exclusive sanitary sewer territory established pursuant to Indiana's Conservancy Act located at I.C. §§ 14-33 *et seq.* IHCD may use reserved capacity purchased from MCD to provide sanitary sewer service to any real estate that IHCD may add to IHCD's boundaries and exclusive sanitary sewer service territory pursuant to I.C. §§ 14-33-4 *et seq.*

Regarding any reserved wastewater capacity that IHCD has purchased or may purchase from MCD in the future, IHCD shall not enter any contracts or agreements to supply any such wastewater capacity to any other sanitary sewer service provider, such as (but not limited to) a different conservancy district, municipality or privately owned sanitary sewer service provider.

4. MCD'S "TAFT STREET LIFT STATION EXPANSION IMPROVEMENT PROJECT" AND MCD'S "IHCD CONNECTION TIE-IN STRUCTURE PROJECT"

A. Description of "MCD's Taft Street Lift Station Expansion Project"; IHCD's 36% Proportionate Share of the Total Cost of the Project

"MCD's Taft Street Lift Station Expansion Improvement Project" will totally renovate and increase the pumping capacity of MCD's Taft Street Lift Station. This project consists of replacing existing pumps, VFDs, and controls within the existing wet well/dry pit lift station to **expand the lift station's capacity from 12 mgd to 25 mgd** to serve the projected 25 year needs of the station's tributary area. The project also makes provisions for a future expansion to serve the ultimate design flow of the station.

Because the existing lift station is about 30 years old, selected station equipment and piping

will be replaced and additions are proposed to provide operational reliability and operator safety. These improvements include new gas detection sensors, a new stairway access vault for access to the station's dry pit, a new HVAC system, a replacement manlift and new spiral staircase for access to the station's wet well, new sewage grinders, and new manual bar screens. A new standby generator is also proposed to provide power to the station during power outages.

IHCD will be responsible for paying **IHCD's proportionate share** of the total cost of this project based on IHCD's new and increased 9 mgd of peak hourly flow capacity reserved in MCD's upgraded 25 mgd Taft Street Lift Station. **IHCD's proportionate share of the total cost of MCD's Taft Street Lift Station Project shall be 36% based on IHCD's 9 mgd reserved capacity based of the 25 mgd total capacity of the renovated lift station (i.e., 9 mgd ÷ 25 mgd = .36).**

B. <u>Description of MCD's "IHCD Tie-In Connection Structure Project"</u>

"MCD's IHCD Connection Structure Project" will increase IHCD's wastewater capacity in MCD's facilities by providing IHCD with a new and second connection point to MCD's facilities for tying-in IHCD's Taft Street Interceptor Sewer Project to MCD's facilities. **IHCD shall be responsible for paying the entire cost of "MCD's IHCD Tie-In Connection Structure Project"** because MCD is constructing it for the sole use and benefit of IHCD.

C. IHCD's Payments Already Made to MCD Towards IHCD's Proportionate Share of the Total Cost of "MCD's Taft Street Lift Station Expansion Project" and "MCD's <u>IHCD Tie-In Connection Structure Project"</u>

MCD and IHCD understand that **upon IHCD's payment to MCD of $2,355,000 as offered in the 9-29-09 letter** from the Chairman of IHCD's Board of Directors, Jim Beshears, to the Chairman of MCD's Board of Directors, Ed Sperka:

i. IHCD will have paid $986,253 towards IHCD's 36% proportionate share of the total actual cost of "MCD's Taft Street Lift Station Expansion Project"; and

ii. IHCD will have paid $159,532 towards of IHCD's 100% share of the total actual cost of "MCD's IHCD Tie-In Connection Structure Project".

D. IHCD's True-Up Payments Owed to MCD for IHCD's Proportionate Share of the Total Cost of "MCD's Taft Street Lift Station Expansion Project" and "MCD's IHCD <u>Tie-In Connection Structure Project"</u>

After MCD's completion and closing out of each of these Projects, MCD and IHCD will "true-up" regarding IHCD's proportionate share of the actual cost of each MCD Project. That is, if IHCD's proportionate share of MCD's actual cost of construction of each Project is less than the cost already paid by IHCD, then MCD will refund the amount of IHCD's overpayment within 45 days after MCD's actual costs are determined. If IHCD's proportionate share of MCD's actual cost of construction of each Project is more than the cost already paid by IHCD, then IHCD will pay the

entire balance due to MCD within 45 days after MCD's actual costs are determined.

E. Timing of the Construction of "MCD's Taft Street Lift Station Expansion Project" and "MCD's IHCD Tie-In Connection Structure Project"

MCD's engineer has completed the plans and specifications for "MCD's Taft Street Lift Station Expansion Improvement Project"; and, has already submitted said plans and specifications to IDEM with MCD's "IDEM Application For Water Pollution Control Facility Construction Permit required by 327 IAC Article 3" for the Project.

MCD's engineer has completed the plans and specifications for MCD's "IHCD Tie-In Connection Structure Project"; and within two (2) weeks after IHCD's purchase of additional reserved wastewater capacity is finalized according the terms of this agreement MCD will submit those plans and specifications to IDEM with MCD's "IDEM Application For Water Pollution Control Facility Construction Permit required by 327 IAC Article 3" for MCD's "IHCD Connection Structure Project".

Within thirty (30) business days or less after receiving IDEM's approval of MCD's application for a permit to construct "MCD's Taft Street Lift Station Expansion Improvement Project" MCD will publish a notice in accordance with I.C. §§ 5-3-1 requesting sealed bid proposals for MCD's Project pursuant to I.C. § 36-1-12-4, which shall be received and opened at a public meeting of MCD's Board of Directors thirty (30) business days after the date of publication. After opening the sealed bid proposals, MCD's Engineer shall review the proposals to determine the "lowest responsible and responsive bidder"; and, MCD shall award the bid to the "lowest responsible and responsive bidder" within fourteen (14) business days or less after the bid proposals were opened.

Within thirty (30) business days or less after receiving IDEM's approval of MCD's application for a permit to construct "MCD's IHCD Tie-In Connection Structure Project" MCD will publish a notice in accordance with I.C. §§ 5-3-1 requesting sealed bid proposals for MCD's Project pursuant to I.C. § 36-1-12-4, which shall be received and opened at a public meeting of MCD's Board of Directors thirty (30) business days after the date of publication. After opening the sealed bid proposals, MCD's Engineer shall review the proposals to determine the "lowest responsible and responsive bidder"; and, MCD shall award the bid to the "lowest responsible and responsive bidder" within fourteen (14) business days after the bid proposals were opened.

5. IHCD'S TAFT STREET INTERCEPTOR SEWER PROJECT; MCD'S ISSUANCE OF AN "IDEM CAPACITY CERTIFICATION / ALLOCATION LETTER" FOR THIS IHCD PROJECT

MCD and IHCD acknowledge that after MCD and IHCD finalize IHCD's purchase of additional reserved wastewater capacity according the terms of this agreement, **before the additional reserved wastewater capacity that IHCD is purchasing from MCD actually becomes available for IHCD's use:**

A. MCD will have to complete constructing "MCD's Taft Street Lift Station Expansion Improvement Project";

B. MCD will have to complete constructing MCD's "IHCD Connection Structure Project"; and

C. IHCD will have to complete constructing "IHCD's Taft Street Interceptor Sewer Project".

MCD acknowledges that MCD's Engineer has reviewed and approved the plans and specifications for IHCD's Taft Street Interceptor Sewer Project; and that IHCD's new Taft Street Interceptor Sewer will connect to MCD's new "IHCD Tie-In Connection Structure", which will establish IHCD's second connection point to MCD's facilities. **After MCD's acceptance of a contractor's bid submitted pursuant to I.C. §§ 36-1-12 *et seq.*, for the construction of "MCD's IHCD Tie-In Connection Structure Project", MCD will issue an "IDEM Capacity / Certification Allocation Letter"** in support of IHCD's "IDEM Application For Water Pollution Control Facility Construction Permit required by 327 IAC Article 3" for **"IHCD's Taft Street Interceptor Sewer Project"**.

6. MCD'S FUTURE ISSUANCE OF IDEM CAPACITY CERTIFICATION/ALLOCATION LETTERS IN SUPPORT OF "IDEM APPLICATIONS FOR WATER POLLUTION CONTROL FACILITY CONSTRUCTION PERMITS REQUIRED BY 327 IAC ARTICLE 3" SUBMITTED TO IDEM BY IHCD OR REAL ESTATE DEVELOPERS WITHIN IHCD'S TERRITORY

MCD and IHCD acknowledge that in order for IHCD or real estate developers to construct and extend new sanitary sewers in IHCD's territory:

A. IHCD or the real estate developer must complete and submit to IDEM an "IDEM Application for Water Pollution Control Facility Construction Permit Required by 327 IAC Article 3"; and

B. That MCD and GSD must both issue IHCD or the real estate developer in IHCD's territory an IDEM "Capacity Certification/Allocation Letter" in order for IDEM to approve IHCD's sewer construction permit application.

MCD and IHCD acknowledge that MCD's and GSD's issuance of IDEM sewer construction permit application Capacity Certification/Allocation Letters to IHCD or real estate developers is governed by the terms of this Agreement, the 10-10-95 "Wastewater Treatment Agreement Between the Gary Sanitary District and the Merrillville Conservancy District, and the following legal authority:

> **Title 327. Water Pollution Control Board; Article 3. Wastewater Treatment Facilities; Issuance of Permits; Issuance of Permits; Construction and Permit Requirements**

Rule 2. State Permits for Construction:

327 IAC 3-2-1.5 "Valid permit requirement"
327 IAC 3-2-2 "Application and filing procedures"

Rule 6. Technical Standards for Sanitary Sewer Collection Systems:

327 IAC 3-6-3 "Applicability"
327 IAC 3-6-4 "Certifications"
327 IAC 3-6-5 "Additional information on construction permit applications".

MCD and IHCD agree that after MCD and GSD issue "Capacity Certification/Allocation Letters" for IHCD's Taft Street Interceptor Sewer Project, neither MCD nor GSD will provide IHCD with any further Capacity Certification/Allocation Letters, until IHCD's Taft Street Interceptor Sewer Project is completed and brought on line. After IHCD's Taft Street Interceptor Sewer Project is completed and brought on line, MCD will provide IHCD and IHCD real estate developers with "Capacity Certification/Allocation Letters" within two (2) weeks after IHCD's or the developer's written request, so long as IHCD is in compliance with the terms of this Agreement. After IHCD's Taft Street Interceptor Sewer Project is completed MCD will also use MCD's best efforts to see that GSD issues IHCD "Capacity Certification/Allocation Letters" within two (2) weeks of written requests submitted to GSD by IHCD or IHCD real estate developers, so long as IHCD is in compliance with the terms of this Agreement.

7. "ACTION PLAN" REQUIRED IF IHCD'S FLOW EXCEEDS IHCD'S RESERVED CAPACITIES; AND, IHCD'S OBLIGATION TO PAY FOR ANY DAMAGES ACTUALLY INCURRED BY MCD IF IHCD EXCEEDS IHCD'S RESERVED CAPACITIES IN MCD'S FACILITIES

If IHCD's wastewater flow into MCD's wastewater facilities at any point in time exceeds IHCD's 3.5 mgd average daily flow reserved capacity or IHCD's 9 mgd hourly peak flow limit into the MCD's wastewater facilities, then the following actions are required:

A. "Action Plan" Required if IHCD Exceeds IHCD's Reserved Capacities

i. In the event that IHCD's wastewater flows into MCD's facilities exceeds any of IHCD's above-stated reserved capacities, MCD shall notify IHCD that IHCD has exceeded IHCD's reserved capacity flow limits. MCD's notice shall state the date, time, duration and flow violation that occurred. MCD shall provide said notice within seven (7) days of learning of said flow event. Failure of MCD to give IHCD the notification within the (7) day period shall not diminish IHCD's responsibility to take the steps listed below in a timely fashion.

ii. Within thirty (30) days of receipt of said notice from MCD, IHCD will formulate and inform MCD of IHCD's "Action Plan". IHCD's "Action Plan" will either identify steps

IHCD will take in an expeditious fashion to reduce flows below contract limits or request, negotiate and pay for additional capacity.

iii. Should a second event occur where IHCD exceeds contractual capacity prior to implementation of IHCD's "Action Plan", then IHCD shall immediately cease issuing sewer availability letters until such time as the actions called for in the "Action Plan" have been completed.

iv. If within one (1) year of completing the steps outlined in the initial "Action Plan", IHCD discharges a flow in excess of the contractual limits and MCD notifies IHCD of same, then IHCD must cease issuing letters of sewer availability and formulate a new "Action Plan" within thirty (30) days of notification. No new letters of sewer availability shall be issued until the action outlined in IHCD's new "Action Plan" are complete.

B. "Action Plan" Requirement Exclusion for 100 Year Storm Events

If IHCD's reserve capacities are exceeded concurrently with a 100-year storm event of any duration, an "Action Plan" is not required. Actual precipitation data shall be measured by the USGS weather station at MCD's Taft Street Lift Station. Actual precipitation data shall be compared to 100-year storm data obtained from Technical Paper (TP-40) for Lake County, Indiana, as published by the National Weather Service. *See*, attached copy of **EXHIBIT 4,** *infra*, at p.A-15.

C. IHCD's Obligation to Pay for any Damages Actually Incurred by MCD if IHCD Exceeds IHCD's Reserved Capacities

If IHCD's wastewater flow into MCD's wastewater facilities exceeds IHCD's hourly peak flow reserved capacity or average daily reserved capacity in MCD's wastewater facilities, then for each such occurrence of excessive flow IHCD shall pay any and all regular user charges plus any and all damages actually incurred by MCD or GSD, by way of IHCD's excessive flow. MCD shall provide IHCD with all data and documentation evidencing such actual damages. By paying any such damages actually incurred by MCD or GSD, IHCD is not permanently purchasing any additional capacity in the MCD's or GSD's wastewater facilities.

IHCD shall pay to MCD any damages actually incurred by MCD or GSD in accordance with the normal billing procedures established by this AGREEMENT and without requiring MCD to resort to legal process or any other dispute resolution procedures established by this AGREEMENT. If IHCD pays to MCD any such damages actually incurred by MCD or GSD without forcing MCD to resort to legal process or dispute resolution procedures, then IHCD may dispute payment of any such damages actually incurred by MCD by resort to legal process or any other dispute resolution procedures established by this AGREEMENT.

However, if IHCD fails or refuses to pay any such damages actually incurred by MCD pursuant to MCD's demand made pursuant to the preceding paragraphs and MCD must resort to legal process and the court, jury, or any other decision maker rules in favor of MCD, then IHCD

shall pay MCD's reasonable attorney fees, engineering fees, accounting fees, and other reasonable litigation costs involved in the collection of any such damages actually incurred by MCD.

Additionally, IHCD shall pay any fines levied by IDEM, USEPA, or any other governmental agency having jurisdiction over any unauthorized discharges of wastewater, surcharging and/or overflows caused by IHCD exceeding IHCD's contractual reserved capacity flow limitations. IHCD shall also hold MCD harmless for payment of any of GSD's damages, attorney fees, engineering fees or costs passed on by GSD to MCD due to any unauthorized discharges, surcharging and/or overflows caused by IHCD exceeding IHCD's contractual capacity flow limitations.

8. MCD AND IHCD INTERCONNECTION POINTS; FLOW METERING; TELEMETRY; INTERCONNECTION AND FLOW METERING COSTS BORNE BY IHCD

A. General Rules Governing Installation, Design, Calibration and Repair of Wastewater Flow Meters

MCD and IHCD shall individually or jointly properly install, maintain and calibrate all reasonable and necessary flow metering devices to accurately measure the volume of wastewater delivered by IHCD to its connection points to MCD's wastewater facilities for conveyance and treatment by GSD. Said flow metering devices shall be constructed in a manner and in a place reasonably accessible to MCD and IHCD.

The design of the flow metering devices and metering points shall be subject to the reasonable approval of IHCD and MCD. Neither IHCD nor MCD shall unreasonably withhold approval of any flow metering devices or metering points. MCD and IHCD shall, upon reasonable notice to the party exercising dominion and control over a particular flow meter, have complete and total access to said wastewater flow meter for the purposes of inspecting, calibrating, reading, recording and/or copying all data from said flow meters. Upon reasonable notice and for said purposes, MCD and IHCD hereby agree to provide representatives of the other party with complete and total access to any flow meter or flow metering station used to measure IHCD's flow into MCD's wastewater facilities.

All flow metering devices used for billing purposes shall be equipped with some type of electronic flow data transmission device (i.e., telemetry) that automatically transmits and reports flow information to IHCD and MCD; a totalizer; and a flow metering charting device that is date and time synchronized and records on a paper chart the volume of IHCD's flows into MCD's facilities.

MCD and IHCD agree that the party exercising dominion and control over any wastewater metering device used for billing purposes will have those devices calibrated at least annually by a qualified instrumentation technician and as often as technical specifications for such devices reasonably require. Additionally, upon the reasonable demand of the party not exercising dominion and control over any flow metering device, the device shall be calibrated by a qualified instrumentation technician. MCD's and IHCD's representatives shall have the right to be present during the calibration procedure and shall be notified, in advance, of any scheduled calibration.

In the event any flow metering device fails and is not repaired within a reasonable time by the party exercising dominion and control over such device, then the other party may take all reasonable and necessary actions to assert dominion and control over the device and repair the device. In the event any flow metering device fails, IHCD shall pay MCD on the basis of a reasonable estimated bill for the period during the malfunction based on the best information available, including data from other flow meters not normally used for billing purposes. As soon as MCD or IHCD determines that any flow meter used for billing purposes has failed, that party shall notify the other party of the meter failure and record the reading on the meter totalizer at the time the failure is discovered. As soon as the meter is repaired, the parties shall again record the reading on the meter totalizer.

MCD and IHCD shall give prompt and timely notice to each other of any planned changes or additions to MCD's and IHCD's interconnection point(s); or, to the metering system used to measure IHCD's wastewater flow into MCD's wastewater facilities, so as to provide each other with a reasonable and sufficient opportunity to review and comment upon and proposed changes. MCD and IHCD understand and agree that IHCD's or MCD's engineering plans and specifications for any modifications of MCD's and IHCD's flow metering configuration, two (2) interconnection points; or any additional interconnections, shall not be implemented without the prior written approval of the other party.

B. MCD's and IHCD's Two Interconnection Points; "Accuron CrossFire" Billing Flow Meters; Telemetry; Sharing of Flow Charts and Data

IHCD and MCD currently have one (1) interconnection point at MCD's 24 inch sewer and IHCD's 18 inch sewer, which is located northeast of the intersection of 73rd Avenue and Taft Street in Merrillville, IN. This interconnection point uses IHCD's "Accuron CrossFire" billing flow meter to measure the amount of IHCD's wastewater that IHCD discharges into MCD's facilities. *See*, **EXHIBIT 3**, an attached diagram, *infra*, at p. A-14.

MCD and IHCD will establish IHCD's second interconnection point to MCD's facilities with the completion of "IHCD's Taft Street Interceptor Sewer Project", which will connect to MCD's new "IHCD Tie-In Connection Structure". IHCD will also install an "Accuron CrossFire" billing flow meter to measure the amount of IHCD's wastewater that IHCD discharges into MCD's facilities at this second MCD and IHCD interconnection point.

MCD and IHCD agree that the "Accuron CrossFire" billing flow meter is appropriate and acceptable for the purpose of measuring the amount of wastewater that IHCD discharges into MCD's facilities. MCD and IHCD further agree that the "Qtrend Data Graphing Package", which the manufacturer recommends to be used with the "Accuron CrossFire" flow meters, will be used to provide the telemetry data to MCD and IHCD for the "Accuron CrossFire" billing flow meters. The telemetry data from IHCD's two (2) "Accuron CrossFire" billing flow meters will be transmitted to MCD via the internet. MCD, at MCD's expense, will supply a computer work station at MCD's office located at 6250 Broadway, Merrillville, IN 46410, to receive the telemetry information transmitted by IHCD's two (2) "Accuron CrossFire" billing flow meters.

Upon MCD and IHCD finalizing and entering this Agreement, IHCD will promptly take action to implement telemetry at IHCD's existing Independence metering station. IHCD and MCD shall consult with each other and cooperate to promptly bring the telemetry on line for IHCD's existing Independence metering station. Upon the completion of IHCD's new Taft Street Interceptor Sewer Project, IHCD and MCD shall consult with each other and cooperate to promptly bring the telemetry on line for IHCD's Taft Street Interceptor Sewer metering station.

After the telemetry system is successfully brought on line for IHCD's Independence Metering Station and IHCD's Taft Street Interceptor Sewer Metering Station, MCD and IHCD will cooperate to insure the continuing and accurate functioning of the telemetry system. If the telemetry system fails, MCD and IHCD will cooperate to promptly bring the telemetry system back on line.

The original flow charts, results, records and electronic data reports generated by or through the use of any wastewater flow metering device shall be kept by the party exercising dominion and control over such device, who will make copies of such flow charts, results, records and electronic data reports and provide copies to the other party on reasonable terms and conditions.

C. IHCD to Pay All of MCD's and IHCD's Costs Associated with the Interconnection of MCD's and IHCD's Facilities; for Flow Metering to Determine the Amount of Wastewater IHCD Discharges into MCD's Facilities; and for Telemetry System

It is expressly understood and agreed between MCD and IHCD that all costs of the interconnection of the IHCD's wastewater facilities to MCD's wastewater facilities, including the existing interconnection point and any new interconnection points, shall be borne exclusively by IHCD. IHCD agrees to bear all interconnection costs with MCD's wastewater facilities because IHCD alone is benefitted by MCD's acceptance of IHCD's wastewater into MCD's wastewater facilities; and, because MCD would have no interconnection costs with IHCD, but for MCD's acceptance of IHCD's wastewater into MCD's wastewater facilities.

IHCD shall bear the entire cost of all flow metering of IHCD's wastewater, which is delivered to IHCD's interconnection point(s) with MCD's wastewater facilities. IHCD agrees to pay said costs regardless of whether a particular flow meter is under the dominion and control of IHCD or MCD. Additionally, IHCD shall be completely responsible for paying any and all costs associated with the telemetry system for the flow meters and the maintenance, repair, testing and/or calibration of all flow meters used in connection with IHCD's delivery of wastewater to MCD's wastewater facilities.

IHCD agrees to bear all costs associated with the flow metering of IHCD's wastewater delivered into MCD's wastewater facilities because IHCD alone is benefitted by MCD's acceptance of IHCD's wastewater into the MCD's wastewater facilities; and, because MCD would have no need for any such flow metering devices, but for MCD's acceptance of IHCD's wastewater into the MCD's wastewater facilities.

The reasonable cost of planning, designing, building and installing any additional flow meters, including acquisition of real estate, shall be borne exclusively by IHCD.

9. MCD AND IHCD USER CHARGE SYSTEM MUST COMPLY WITH STATE AND FEDERAL LAW GOVERNING RECIPIENTS OF CLEAN WATER ACT GRANTS FOR THE CONSTRUCTION OF TREATMENT WORKS

A. The wastewater facilities of GSD, MCD and IHCD were all constructed using funds provided by federal Clean Water Act grants for the construction of treatment works. As such, the facilities and operations of GSD, MCD and IHCD must comply with all pertinent requirements of applicable Federal, State and local environmental laws and regulations.[19]

B. In order to permit MCD and GSD, on a continuing basis, to meet the conditions of their federal Clean Water Act grants and to receive grants or loans from the USEPA and the State of Indiana, which may in the future offer grants or loans incidental to the collection and treatment of wastewater; and, to permit GSD and MCD to meet the requirements of GSD's NPDES permit for Great Lakes System Dischargers[20], IHCD and MCD shall enact resolutions where necessary to maintain and enforce this Agreement in such manner as to at all times comply with the "Federal Water Pollution Control Act"[21]; the Federal Regulations concerning federal water pollution control measures as contained in the Federal Register; the rules and regulations of IDEM and the Indiana Water Pollution Control Board[22]; and all other state and/or federal supplementary laws.

In particular, MCD and IHCD acknowledge that in order to comply with Section 204(b)(1) of the Federal Water Pollution Control Act and USEPA regulations governing USEPA grants and/or loans; GSD's, MCD's and IHCD's user charges for the operation and of maintenance of GSD's and MCD's publicly owned wastewater facilities must be based on IHCD's and MCD's actual use of GSD's and MCD's wastewater facilities; that MCD's and IHCD's user charge systems must result in the distribution of MCD's and GSD's wastewater facilities' operation and maintenance and replacement costs to MCD and IHCD in approximate proportion to MCD's and IHCD's individual contributions to the total wastewater loadings and use of MCD's and GSD's wastewater facilities; and, that to assure such proportionate distribution of operation and maintenance and replacement costs MCD's and IHCD's wastewater loadings contribution shall be based on factors such as

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[19] *See*, attached copy of 40 C.F.R. § 35.925-14, "Compliance with environmental laws", *infra*, at p. A-42.

[20] *See*, attached copies of 327 IAC 5-2-11.6 and 327 IAC 5-2-13; and 40 C.F.R. § 35.2000, *infra*, at pp. A-49, A61 – A-70)

[21] *See*, 33 U.S.C. 1251 *et seq.*, as amended by the federal Water Quality Act of 1987, P.L. 100-4; and, I.C. § 13-11-2-79, *infra*, at pp. A-25, A-27 – A-28).

[22] *See*, I.C. § 13-18-17-5 and Title 327 of the Indiana Administrative Code, *infra*, at pp. A-70 – A-72.

strength, volume and delivery flow rate characteristics.

See generally, attached authority regarding requirements for federal grant recipient's "user charges": **33 U.S.C. § 1284(b)(1)**, *infra*, at pp. A-30 – A-31; **40 C.F.R. § 35.929-2**, *infra*, at pp. A-34 – A-44; **40 C.F.R. § 35.2140**, *infra*, at pp. A-52 – A-54; **40 C.F.R. § 35.2214**, *infra*, at p.A-55; **40 C.F.R. § 35.905**, *infra*, at p. A-41; and **40 C.F.R. § 35.2005**, *infra*, at p. A-50.

To satisfy the above-referenced federal and state laws, rules and regulations MCD and IHCD will pass and keep in effect resolutions establishing:

i. A User Charge System of wastewater facilities charges to assure that each recipient of wastewater facilities' services within IHCD's and MCD's jurisdiction pays the recipient's proportionate share of the MCD's and GSD's ordinary and reasonable costs of operation, maintenance and replacement of MCD's and GSD's wastewater facilities.

ii. Rules and regulations prohibiting the discharge of any wastewater or polluted water containing substances prohibited by federal law, state law, MCD's Sewer Use Resolution, or GSD's Sewer Use Ordinance; and, ensuring that new sewers and connections to IHCD's and/or MCD's sewer system are properly designed and constructed.

iii. Procedures and policies satisfying MCD's and IHCD's duty to meet Industrial Wastewater Pretreatment Program requirements established by 327 IAC 5 *et seq.*[23]

C. IHCD and MCD will comply with all applicable state and federal laws in the construction, maintenance and operation of IHCD's and MCD's wastewater facilities.

D. MCD shall enforce MCD's User Charge and Sewer Use resolutions beginning at the points of discharge from IHCD into MCD's wastewater facilities. IHCD shall enforce IHCD's User Charge and Sewer Use resolutions within IHCD's service territory and prior to any of IHCD's points of discharge into MCD's wastewater facilities.

E. In the event GSD incurs future changes in the cost of treatment of Total Suspended Solids, CBOD, Phosphorus, and/or Ammonia based upon the studies in conformity with USEPA requirements, MCD and IHCD shall be subject to any such increased or decreased charges for such pollutants. In the event that future charges are made for any other pollutants received from IHCD by MCD and/or GSD, and such charges are uniformly applied throughout the region served by MCD and/or GSD and their contract customers, IHCD shall be subject to such charges effective on the same date that MCD's increase from GSD becomes effective.

10. IHCD'S PAYMENT OF USER CHARGES AND CAPITAL COSTS OWED TO MCD; ANNUAL TRUE-UP PROCEDURE

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[23] *See, infra*, at pp. A-61– A-70.

A. EXHIBIT 1, *infra*, at pp. A-4 – A-10: "Merrillville Conservancy District and <u>Independence Hill Conservancy District True -Up Template"</u>

The MCD and IHCD True-Up Template, which is attached to this Agreement and marked as **EXHIBIT 1** , *infra*, at pp.A-4 – A-10, uses the Year 2008 to illustrate the method and allocation factors used for computing IHCD's monthly User Charges owed to MCD; and the annual MCD and IHCD True-Up procedure for user charges based on MCD's actual costs. The Template also summarizes the current payment status of IHCD's obligation to pay IHCD's proportionate share of MCD's and GSD's capital projects based on IHCD's purchase of reserved capacity of 3.5 mgd for treatment capacity and 9 mgd for collection system capacity.

B. <u>True-Up Definitions</u>

The following definitions apply to IHCD's User Charges paid to MCD; IHCD's annual True-Ups with MCD; and IHCD's proportionate share of MCD's and GSD's capital costs:

i. "MCD's Annual True-Up Process": The process that is completed annually by MCD and reviewed by IHCD that calculates IHCD's proportionate share of MCD's operating, maintenance, and replacement (O, M & R) expense in comparison to actual payments made by IHCD for the True-Up Period. The Annual True-Up Process is computed using the processes established by the MCD True-Up Template. *See,* **EXHIBIT 1,** *infra*, at pp. A-5 – A-9.

ii. "GSD's True-Up Process": The processes completed by GSD and reviewed by MCD that calculates MCD's proportionate share of GSD's O, M & R expense and capital costs to actual payments made by MCD for the period being reconciled.

iii. "True-Up Period": The calendar year used for determining actual O, M & R expenses incurred by MCD in the process of collecting and conveying sewage to GSD for treatment. The True-Up Period will most commonly be the calendar year that precedes the Annual True-Up Process.

iv. EXHIBIT 1: "MCD - IHCD True-Up Template": The series of worksheets represented by **EXHIBIT 1** that provide the procedures for calculating IHCD's proportionate share of MCD's actual O, M & R expenses for the True-Up Period. *See,* **EXHIBIT 1,** *infra*, at pp. A-4 – A-10.

v. "Prospective True-Up Rate": The rate per 1,000 gallons that IHCD shall be billed for service between MCD's Annual True-Up Processes. The Prospective True-Up rate shall be calculated as shown on pages 5 and 6 of the True-Up Template for the most recent True-Up Period. *See,* **EXHIBIT 1,** *infra*, at pp. A-9 – A-10.

C. IHCD Will Pay IHCD's Proportionate Share of MCD's Additional GSD Charges or be Credited with IHCD's Proportionate Share of MCD's GSD Credit, as Determined by "GSD's True-Up Process" with MCD

The 10-10-95 "Wastewater Treatment Agreement Between the City of Gary Sanitary District and the Merrillville Conservancy District", for a given billing year MCD shall annually participate in "GSD's True-Up Process" with MCD. *See*, **EXHIBIT 2**, *infra*, at pp. A-11–A-13, which is a copy of rhetorical paragraph 13 ("Adjustment of Cost and Prior Adjustments") excerpted from pages 19-21 of MCD's and GSD's current 10-10-95 Agreement. IHCD will pay IHCD's proportionate share of MCD's additional GSD charges or be credited with IHCD's proportionate share of MCD's GSD credit, as determined by the "GSD's True-Up Process" with MCD.

MCD's billing years with GSD begin on January 1 and end on December 31. By April 1 after a given billing year, GSD is supposed to provide MCD with preliminary documentation regarding "GSD's True-Up Process" with MCD regarding the prior calendar year. MCD generally has 30 days after service of the preliminary GSD True-Up documentation to offer comments and ask questions about the content of the preliminary GSD True-Up documentation. GSD usually agrees to reasonable extensions of time for MCD to question and offer comments to GSD's preliminary True-Up documentation. After MCD and GSD resolve any issues raised by MCD concerning GSD's True-Up documentation, said documentation is either modified to reflect changes agreed upon by MCD and GSD and finalized; or, if no changes are required GSD's preliminary documentation is finalized as originally submitted to MCD.

When GSD serves copies of GSD's annual True-Up documentation on MCD, GSD also serves copies of the documentation on the Chairman of IHCD's Board of Directors, IHCD's Accountant, and Attorney. If GSD does not serve IHCD with copies of GSD's annual True-Up documentation that GSD serves on MCD, then MCD will promptly serve copies of GSD's True-Up documentation on MCD after MCD receives the documentation from GSD.

If MCD made an overpayment of MCD's proportionate share of GSD's total actual O,M & R costs for the billing year in question, then GSD credits MCD for the amount of the overpayment. If MCD made an underpayment of MCD's proportionate share of GSD's total actual operation, maintenance and replacement costs for the billing year in question, then GSD bills MCD for the amount of the underpayment.

D. "MCD's Annual True-Up Process" with IHCD

The amount IHCD owes MCD for treatment services shall be based on actual O, M & R expenses incurred by MCD. To confirm IHCD's billings are based on actual expenses incurred by MCD, MCD shall perform a True-up Process as defined above and as computed by using the processes established by the MCD True-Up Template *See,* **EXHIBIT 1,** *infra*, at pp. A-4 – A-10. Because actual expenses are significantly influenced by the costs of sewage treatment billed by GSD, the MCD annual True-Up Process shall be prepared within a reasonable period after MCD and GSD have agreed to the actual cost of sewage treatment incurred by GSD through the "GSD True-Up

Process".

As soon as MCD's actual O, M & R expenses have been determined for the "True-Up Period", as defined above, MCD shall determine IHCD's proportionate share of MCD's costs using the True-Up Template. *See,* **EXHIBIT 1,** *infra*, at pp. A-4 – A-10. Because actual expense for the True-Up Period cannot be determined until the MCD Annual True-Up Process is complete, billings to IHCD during the True-Up Period shall be based on the most recently calculated "Prospective True-Up Rate, as defined above. IHCD shall be billed monthly for service based on the most recently calculated Prospective True-Up Rate.

Once MCD's Annual True-Up Process has been completed, a variance between IHCD's proportionate share of actual O, M & R expenses and amounts paid by IHCD is calculated. To the extent the variance reflects an amount due to MCD, the variance shall be added to IHCD's next monthly bill. To the extent the variance reflects an amount due to IHCD, the variance shall be credited against IHCD's current bill and any future billings until the credit is fully applied.

E. IHCD Monthly User Charge Billing and Payment to MCD Based on "Prospective True-Up Rate" Per 1,000 Gallons of Wastewater

According to MCD's and GSD's 10-10-95 contractual agreement, MCD pays User Charges to GSD on a monthly basis. MCD's monthly User Charges paid to GSD includes the GSD's User Charges incurred to treat the wastewater IHCD collects within IHCD's exclusive sanitary sewer service territory and discharges into MCD's facilities. The volume (i.e. flow) of wastewater accepted by MCD into MCD's and GSD's wastewater facilities from IHCD as measured by the flow metering devices, identified above in rhetorical paragraph 8, *supra*, at pp. 15-18, shall be determined monthly and MCD shall bill IHCD within thirty (30) days of receiving GSD's monthly invoice.

Beginning on 1-1-10 IHCD will begin paying User Charges to MCD on a monthly basis based on the "Prospective True-Up Rate" of $1.15 per 1,000 gallons of wastewater IHCD discharges to MCD. *See,* **EXHIBIT 1,** *infra*, at p. A-9. This **"Prospective True-Up Rate"** is based on GSD's preliminary True-Up calculations submitted to MCD, Hobart and Lake Station for the Year 2008. GSD's True-Up for 2008 has not yet finalized, due to questions regarding GSD's True-Up calculations for 2008, which were submitted to GSD by MCD, Hobart and Lake Station. **If MCD's GSD preliminary True-Up calculations for 2008 are finalized with no changes being made in the rate established by GSD's preliminary calculations, MCD will credit IHCD for IHCD's $30,006.00 overpayment.** *See,* **EXHIBIT 1,** *infra*, at p. A-9.

After GSD's True-Up for 2008 is finalized, IHCD will begin paying monthly user charges to MCD per 1,000 gallons of IHCD's wastewater discharged to MCD based on a **"Prospective True-Up Rate"** determined on the basis of the final GSD True-Up calculations for 2008 pursuant to the methodology described in the attached copy of **EXHIBIT 1,** *infra*, at pp. A-4 – A-10.

F. Due Date for IHCD's Payments Owed to MCD; Interest Owed on Any Delinquent Payments

IHCD shall pay any monies owed to MCD for User Charges; IHCD's True-Ups owed to MCD; or, IHCD's proportionate share of any MCD and/or GSD future capital costs owed to MCD shall within forty-five (45) days of the post-mark date for any Invoices MCD mails to IHCD; or, within forty-five (45) days from the date MCD faxes, emails, or personally delivers any Invoices to IHCD. If IHCD fails to make payment to MCD of such invoiced the amount within the applicable forty-five (45) day period, then IHCD's payment will be delinquent. IHCD shall be liable to MCD for and shall pay to MCD 8% interest on the outstanding balance of the principal, to which is added past due installments of interest, the sum of which forms the principal upon which interest thereafter shall be computed. The addition to principal in this manner shall occur annually.[24]

11. IHCD'S PAYMENT OF CAPITAL COSTS OWED TO MCD

A. Current Status of IHCD's Capital Costs Incurred for Purchase of Reserved Capacity from MCD

The current state of IHCD's proportionate share of MCD's and GSD's capital costs is displayed in the "MCD - IHCD True-Up Template". *See,* **EXHIBIT 1,** *infra*, at p. A-10. In particular, the current state of IHCD's payments already made towards MCD's and GSD's capital costs is stated in the document entitled:

SUMMARY OF CAPITAL PROJECTS OBLIGATIONS
(Based on Capacity Purchases of 3.5 mgd for treatment capacity and 9 mgd for collection system capacity)

See, **EXHIBIT 1,** *infra*, at p. A-10.

B. IHCD's Proportionate Share of MCD's and GSD's Capital Costs for Prospective Periods

IHCD and MCD agree that to every extent possible IHCD has paid and shall pay "up front" for all additional capacity IHCD purchases from MCD. Local costs (total less grant funds received) necessary for future improvements to MCD's wastewater facilities and/or GSD's wastewater facilities shall be proportionately shared by MCD, IHCD and GSD on the basis of wastewater capacity reserved for each community or user of the facility being improved. Such future capital costs and the responsibility of IHCD and MCD to pay their proportionate share of such costs shall be negotiated in good faith and agreed upon between MCD and IHCD at such time as such capital improvements become necessary.

IHCD's liability and responsibility to make payments to MCD for future MCD and/or GSD capital improvements benefitting IHCD shall automatically begin on the same date that MCD begins to pay for such improvements. IHCD shall make payments to MCD for such prospective capital

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[24] *See*, I.C. § 24-4.6-1-101 "Money Judgments"; and I.C. 24-4.6-1-104 "Computation of interest; methods"; *infra*, pp. A-73 – A-74.

costs owed to MCD 45 days after MCD gives IHCD notice that IHCD's payments are owed to MCD. If IHCD is late or delinquent in making any payments to MCD for new capacity ordered by IHCD, then IHCD shall pay interest on such delinquency to MCD as provided above in rhetorical paragraph 10(F).

C. IHCD's True-Up with MCD Regarding MCD's and GSD's Prospective Capital Expenditures

In addition to reconciling IHCD's payments to MCD for actual O, M & R expenses through use of the Annual True-Up Process, periodically it may become necessary to reconcile IHCD's share of investments MCD and GSD have made in the MCD and GSD collection system and GSD treatment plant with the amounts IHCD has previously paid for capital.

See, **IHCD's True-Up Payments Owed to MCD for IHCD's Proportionate Share of the Total Cost of "MCD's Taft Street Lift Station Expansion Project" and "MCD's IHCD Tie-In Connection Structure Project"**, *see,* rhetorical paragraph 4, *supra*, at pp. 9-11.

D. IHCD's Right to Receive Information regarding the Cost of Additional Capacity Ordered and Purchased by IHCD

In order to provide advance notice of future capital costs MCD shall provide IHCD with copies of any MCD facilities plan, engineering reports, or studies, etc., for which MCD intends to request participation by IHCD, at least 120 days prior to MCD's submittal of the proposed facilities plan, engineering reports, or studies, etc., to IDEM or to the USEPA; or, at least 120 days prior to authorizing design of said facilities. Additionally, MCD will promptly give IHCD notice of GSD's formal demands to MCD for additional payment by MCD for MCD's share of GSD's capital costs. IHCD will be provided with copies of GSD's documentation and substantiation submitted to MCD in support of GSD's demands for additional capital cost payments.

12. POTENTIAL UNDETERMINED LIABILITY IN GSD'S CONSENT DECREE

At the time of the execution of this MCD and IHCD Wastewater Transportation and Treatment Agreement, there are additional charges which may be incurred by GSD pursuant to a 10-23-92 SECOND MODIFIED CONSENT DECREE AND JUDGMENT issued in *United States of America and Indiana Stream Pollution Control Board v. The City of Gary, Municipal Corporation, and the Gary Sanitary District*, Cause No. H 76-29 and H 86-540, which GSD executed to settle certain charges filed by USEPA.

It is MCD's position that neither MCD nor IHCD should have to pay any of GSD's costs incurred as a result of this Consent Decree. However, MCD and IHCD agree and understand that MCD and IHCD may be forced to pay some proportionate share of GSD's Consent Decree costs for improvements required by the USEPA, IDEM or any other regulatory agency, but excluding fines and penalties. If MCD and IHCD are forced to pay some of GSD's Consent Decree costs, they will pay their proportionate share of such costs.

13. UNACCEPTABLE LOADINGS IN IHCD'S WASTEWATER

A. Wastewater received by MCD from IHCD shall meet all criteria of GSD and MCD as to acceptable materials, acceptable volume and loadings, and such other criteria as may now or in the future be equitably applied throughout the region served by MCD's and GSD's wastewater facilities in meeting requirements of IDEM, the USEPA, or any other governmental entity having jurisdiction.

B. IHCD shall test at least semi-annually for "priority pollutants" and "organic pollutants" as defined in 40 CFR Part 136 and mandated by USEPA to be tested by GSD at its Wastewater Treatment Plant. Said testing shall be coordinated with GSD and/or MCD testing.

C. Upon discovery that unacceptable substances or materials (as defined by the Sewer Use Ordinance of the City of Gary, Indiana, and/or the MCD's Sewer Use Resolution as amended from time to time; and/or, waste or materials deemed unacceptable pursuant to statutes enacted by the Congress of the United States or the State of Indiana; or rules, regulations or codes duly promulgated by the USEPA, IDEM, or other governmental entity having jurisdiction) **are being discharged by IHCD** to MCD and/or to GSD; **IHCD shall promptly take appropriate steps to insure that such unacceptable materials are excluded from future discharges** to MCD and/or to GSD. In the event of failure of IHCD to take such steps, then IHCD shall be liable for any additional costs at GSD's or MCD's wastewater facilities in connection with such unacceptable materials, including any fines as may be levied by IDEM or USEPA for noncompliance with GSD's NPDES permit.

Upon discovery that any unacceptable substances or materials are being discharged by IHCD as set forth above:

i. GSD and/or MCD shall immediately notify IHCD of such unacceptable wastewater or materials, including the location, time or times, the nature of such unacceptable wastewater or materials, and such other information as may be available.

ii. Upon verbal notification and confirmation thereof in writing and IHCD's ability to identify the user responsible for the delivery of such unacceptable wastewater or materials, IHCD shall notify that user to immediately cease delivery of such materials.

iii. In the event IHCD is unable to identify the location, time and source of such unacceptable wastewater or materials, MCD and GSD shall cooperate with IHCD in locating such source. IHCD will use its best efforts to correct or cut off the user delivering unacceptable wastewater or materials to the parties' sewer system.

iv. In the event that the user delivering such unacceptable wastewater or materials through IHCD's interconnection point(s) to MCD's wastewater facilities cannot be ascertained after diligent inquiry by IHCD, MCD and/or GSD; then IHCD, MCD and/or GSD shall give notice immediately to IDEM, and request that an emergency investigation be instigated forthwith in regard to the matter. Said emergency investigation shall determine

the severity of the damage to MCD's and/or GSD's wastewater facilities resulting from the discharge of such unacceptable wastewater or materials. After such emergency investigation, IDEM may issue an order mandating IHCD to cease delivering such unacceptable wastewater or materials.

v. In the event IHCD does not comply with any such IDEM order then MCD and/or GSD shall have the right to cease receiving wastewater from IHCD at the violating interconnection point, and may disconnect at IHCD's expense, or take other appropriate action consistent with the order of IDEM until the cause for such action is remedied to the satisfaction of MCD, GSD, USEPA, and IDEM. Provided, however, that the right to cease servicing the entire system of IHCD, as in this paragraph set forth, shall be only for the delivering of unacceptable wastewater or materials, as provided herein.

D. MCD shall accept and transport to GSD's wastewater facilities all wastewater received by IHCD and delivered to MCD, together with industrial flow and loadings, all in the same manner as such wastewater which is accepted throughout the total region served by MCD.

E. Should a federal or state regulatory authority require MCD or GSD to implement an Industrial Pretreatment Program or any other abatement program, then IHCD shall be responsible for the costs of implementing said pretreatment program within the IHCD boundaries.

14. ACCEPTANCE AND TREATMENT OF WASTEWATER

A. Responsibility for Delivery and Transportation

IHCD shall be solely responsible for delivery of its wastewater in a form suitable for passage through MCD's and GSD's wastewater facilities. Said wastewater shall be delivered from IHCD's wastewater facilities to IHCD's interconnection point(s) to MCD by gravity sewer lines. MCD shall be solely responsible for transporting the wastewater from MCD's and IHCD's connection point(s) and delivering same to GSD's wastewater facilities.

B. Treatment

GSD shall be solely responsible for the proper transportation, treatment and disposal of the wastewater received from MCD and IHCD in accordance with the requirements and standards of IDEM, the USEPA, and the terms and conditions of the NPDES permit held by GSD.

C. Wastewater Materials Accepted

IHCD shall adopt a Sewer Use Resolution and User Charge Resolution as amended from time to time thereafter which shall comply at a minimum with the MCD's Sewer Use Resolution and MCD's User Charge Resolution and shall be applicable to all users of the IHCD's system, based upon actual costs. IHCD's Sewer Use and User Charge Resolutions shall also comply with all applicable Rules and Regulations of the USEPA.

Neither MCD nor GSD shall be under any obligation whatsoever to accept any type of waste or toxic materials which are a prohibited discharge under the rules of the USEPA or IDEM. Neither GSD nor MCD has any obligation to accept radioactive material. IHCD acknowledges that the Sewer Use Ordinance of the City of Gary, Indiana, and MCD's Sewer Use Resolution may be amended from time to time so as to change the types of waste which must be accepted by GSD and/or MCD, however, this shall not constitute a waiver of IHCD's right to testify or oppose passage of said ordinances and amendments.

15. TERM OF AGREEMENT; IHCD'S RIGHT TO TERMINATE AGREEMENT

A. IHCD shall have the right to discharge wastewater into the MCD's facilities only in amounts up to or less than the IHCD's hourly peak flow capacity allowance and IHCD's average daily flow capacity allowance stated above. IHCD's right to so discharge wastewater into the MCD's wastewater facilities shall exist as long as the MCD operates MCD's wastewater facilities; or, until this agreement is modified by mutual agreement; or until terminated as provided herein.

B. In the event IHCD constructs its own wastewater treatment plant or becomes connected to another wastewater system for treatment, IHCD may, at its option, terminate this Agreement upon giving MCD thirty (30) days written notice of IHCD's intention to do so, and specifying the effective date of the termination.

If IHCD terminates this Agreement pursuant to the instant paragraph, IHCD shall forever release and relinquish any and all right IHCD has to discharge any wastewater into the MCD's wastewater facilities; and, IHCD shall remain responsible for payment to MCD of the capital cost of IHCD's reserved capacities, at MCD and GSD, until such time as MCD finds another purchaser for said capacity or until MCD uses said capacity for MCD's own needs. Should IHCD exercise its option to terminate that agreement, IHCD shall be allowed to find another purchaser for said capacity and MCD shall not unreasonably refuse to sell said capacity to such other purchaser as IHCD may locate. The parties further agree that should IHCD exercise the option to terminate this agreement, then MCD shall not purchase additional capacity from GSD without first making reasonable use of IHCD's reserved capacity.

16. RENEGOTIATION OF AGREEMENT

If MCD or IHCD determines that this Agreement, in any way, is inequitable or unfair to their respective users, MCD or IHCD may, by thirty (30) days written notice, request re-negotiation of any part of this Agreement and the other party will in good faith participate in such negotiations. During this period of re-negotiation, IHCD shall continue to meet IHCD's financial obligations to MCD in accordance with the provisions of this Agreement, and MCD shall continue to accept and transport IHCD's wastewater to GSD's wastewater facilities for treatment.

17. MCD'S AND IHCD'S MUTUAL HOLD HARMLESS AGREEMENTS

IHCD agrees and undertakes to hold harmless and indemnify MCD from any liability damages losses, expenses or costs and from any action, negligence, or failure to act on the part of IHCD in operation of IHCD's wastewater facilities.

MCD agrees and undertakes to hold harmless and indemnify IHCD from any liability damages losses, expenses or costs and from any action, negligence, or failure to act on the part of MCD in operation of MCD's wastewater facilities.

Neither party shall be liable to the other for damages in case of an operational or system failure not due to its negligence or which is caused by an act of God or an event beyond its control.

18. OPERATIONS

A. MCD and IHCD will, at all times, use reasonable and diligent care to keep their wastewater facilities in good operating condition, which includes the undertaking of reasonable actions to reduce and/or eliminate infiltration of rain water or storm water drainage in the parties' respective wastewater facilities.

B. All parts of MCD's and IHCD's wastewater facilities and all records and accounts relating to the matters covered by this Agreement and the applicable sewer resolutions shall be made available for inspection and copying by either party at any reasonable time.

C. MCD and IHCD will cooperate with each other in the enforcement of their sewer related resolutions.

19. NOTICES

Any notices required or desired to be given under this Agreement may be served personally or by U.S. Mail. Any notice given by mail shall be deemed to have been served upon the date of certified mailing; or, three (3) days after the date of mailing by regular First Class U.S. Mail. At the date of execution of this Agreement MCD's office address is 6250 Broadway, Merrillville, Indiana 46410; and, Independence Hill's office address is 2193 West 84th Place, Suites A & B, Merrillville, IN 46410.

20. BENEFITS

All of the provisions of this Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of this Agreement.

21. SEVERABILITY AND SAVINGS CLAUSE

In the event that any provision of this MCD and IHCD WASTEWATER TRANSPORTATION AND TREATMENT AGREEMENT conflicts with any applicable law, such conflict shall not affect any other provision of this Agreement which can be given effect without the conflicting provision. To this end the provisions of this Agreement are declared to be severable.

22. COMPLETE AGREEMENT

The terms and provisions herein contained constitute the entire Agreement between the parties and shall supersede all previous Agreements and/or Contracts.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have executed this instrument as of the day and year first above written.

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MERRILLVILLE CONSERVANCY DISTRICT

SIGNED AND DATED THIS 14 DAY OF DECEMBER, 2009.

EDWARD M. SPERKA, Chairman
MCD Board of Directors

JEFFERY MINCHUK, Vice Chairman
MCD Board of Directors

EDWARD YERGA, Secretary-Treasurer
MCD Board of Directors

DANIEL IVANYO, Director
MCD Board of Directors

HELEN SANOK, Director
MCD Board of Directors

INDEPENDENCE HILL CONSERVANCY DISTRICT

SIGNED AND DATED THIS 8TH DAY OF DECEMBER, 2009.

JAMES W. BESHEARS, Chairman
IHCD Board of Directors

SEDRICK GEEEN, Vice Chairman
IHCD Board of Directors

MICHAEL A. MIRIN, Director
IHCD Board of Directors

MICHAEL RIVERA, Director
IHCD Board of Directors

ANN D. COLLINS, Director
IHCD Board of directors

APPENDIX

APPENDIX

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   "Merrillville Conservancy District and Independence Hill Conservancy District True -Up Template"

2. **EXHIBIT 2** **A-11**

   A document containing a paragraph entitled, "13. ADJUSTMENT OF COSTS AND PRIOR ADJUSTMENTS", which is excerpted from pages 19-21 of the 10-10-95 "Wastewater Treatment Agreement between the City of Gary Sanitary District and the Merrillville Conservancy District".

   It provides that beginning 1-1-94, MCD pays MCD's share of GSD's operation, maintenance and replacement costs to GSD on a monthly basis at an estimated rate based on the prior year's final rate based on GSD's actual costs. By April 1st of every calendar year, GSD is required to provide MCD with "true-up" documentation based on GSD's actual costs incurred in the prior calendar year, which shall be used to settle the amount of any "shortfall" or "overpayment" regarding MCD's prior year's payment to GSD. Pursuant to the annual "true-up" documentation, MCD either receives a credit for any overpayment or a bill from GSD for the amount of any underpayment.

   MCD and GSD have engaged in this annual "true-up" procedure since 1-1-94.

3. **EXHIBIT 3** **A-14**

   A diagram of IHCD's Existing Connection Point to MCD's Facilities which includes the site of IHCD's existing "Metering Stations and Connection Point"

4. **EXHIBIT 4** **A-15**

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EXHIBIT 1

MERRILLVILLE CONSERVANCY DISTRICT

&

INDEPENDENCE HILL CONSERVANCY DISTRICT

TRUE-UP TEMPLATE

EXHIBIT

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MERRILLVILLE CONSERVANCY DISTRICT
Merrillville, Indiana

SUMMARY OF FLOW READINGS
(January 1 - December 31, 2008)

	GSD (1)	IHCD (2)	MCD (3)
	(In 1,000's)	(In 1,000's)	(In 1,000's)
January	229,054	53,611	175,443
February	216,018	41,622	174,396
March	195,458	34,226	161,232
April	225,229	53,015	172,214
May	165,006	33,269	131,737
June	126,771	25,099	101,672
July	126,199	29,665	96,534
August	177,000	29,427	147,573
September	188,786	53,700	135,086
October	138,990	26,715	112,275
November	118,965	28,948	90,017
December	202,408	54,339	148,069
Totals	2,109,884	463,636	1,646,248

(1) Per monthly billings.

(2) Per monthly readings.

(3) Calculated as GSD billings less IHCD readings.

MERRILLVILLE CONSERVANCY DISTRICT
Merrillville, Indiana

UNAUDITED OPERATION, MAINTENANCE AND REPLACEMENT EXPENSE
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2008 ALLOCATED TO FUNCTION

	Treatment	Lift Stations	Collection System	Billing & Collection	Admin	Totals	Allocation Reference
Salaries and Wages:							
Board					$17,686	$17,686	(1)
Secretary/clerk				$94,115		94,115	(2)
District coordinator				16,858	45,580	62,438	(3)
District manager				33,921	11,307	45,228	(4)
District superintendent		$31,086	$35,522			66,608	(5)
Operators and field personnel		250,696	286,472			537,168	(5)
Total Salaries and Wages		281,782	321,994	144,894	74,573	823,243	
Employee benefits:							
FICA		21,344	24,390	10,975	5,648	62,357	(6)
Group health and life insurance		109,043	124,605	56,071	28,858	318,577	(6)
Total Employee Benefits		130,387	148,995	67,046	34,506	380,934	
Purchased treatment	$1,506,564					1,506,564	(7)
Materials and supplies:							
Office supplies, janitorial, and other				2,949	1,770	4,719	(8)
Operating and maintenance		36,266	64,473			100,739	(9)
Total Materials and Supplies		36,266	64,473	2,949	1,770	105,458	
Contractual Services:							
Legal services					84,316	84,316	(1)
Engineering services		25,211	50,423		14,086	89,720	(10)
Accounting services					19,163	19,163	(1)
Laboratory testing	16,406					16,406	(7)
Computer programming				28,108	4,690	32,798	(11)
Total Contractual Services	16,406	25,211	50,423	28,108	122,255	242,403	
Repairs and maintenance:							
Building and structures			49,713	2,762	2,762	55,237	(12)
Lift station equipment		45,681				45,681	(13)
Office equipment				5,909	1,970	7,879	(4)
Heating and a/c equipment				1,466	1,465	2,931	(14)
Computer maintenance				9,173	1,531	10,704	(11)
Total Repairs and Maintenance		45,681	49,713	19,310	7,728	122,432	
Communications		4,144	6,734	8,548	6,475	25,901	(15)
Utilities:							
Purchased power		209,118		11,618	11,618	232,354	(16)
Billing data				18,618		18,618	(2)
Other services and charges				5,275	5,275	10,550	(14)
Total Utilities		209,118		35,511	16,893	261,522	
Rentals:							
Postage meter				1,645		1,645	(2)
Miscellaneous equipment					787	787	(1)
Total Rentals				1,645	787	2,432	
Other services and charges					30,175	30,175	(1)
Postage				13,090		13,090	(2)
Printing					4,453	4,453	(1)
Insurance					60,433	60,433	(1)
Bank charges					5,029	5,029	(1)
Miscellaneous					316	316	(1)
Total operation and maintenance	1,522,970	732,589	642,332	321,101	365,393	3,584,385	
Plus allocation of administrative costs	182,697	78,914	69,193	34,589	(365,393)		
Sub-total	1,705,667	811,503	711,525	355,690		3,584,385	(17)
Replacements		146,528	62,901	31,571		241,000	(18)
Total O, M, & R	$1,705,667	$958,031	$774,426	$387,261	$0	$3,825,385	

MERRILLVILLE CONSERVANCY DISTRICT
Merrillville, Indiana

EXPLANATION OF ALLOCATION REFERENCES

Reference	Explanation
(1)	Allocated 100% to admin.
(2)	Allocated 100% to billing and collection.
(3)	Allocated 27% to billing and collection and 73% to admin.
(4)	Allocated 75% to billing and collection and 25% to admin.
(5)	Allocated 46.7% to lift stations and 53.3% to collection system.
(6)	Allocated pro rata based on labor allocation.
(7)	Allocated 100% to treatment.
(8)	Allocated 62.5% to billing and collection and 37.5% to admin.
(9)	Allocated 36% to lift stations and 64% to collection system.
(10)	Allocated 28.1% to lift stations, 56.2% to collections system and 15.7% to admin.
(11)	Allocated 85.7% to billing and collection and 14.3% to admin.
(12)	Allocated 90% to collection system, 5% to billing and collection and 5% to admin.
(13)	Allocated 100% to lift stations.
(14)	Allocated 50% to billing and collection and 50% to admin.
(15)	Allocated 16% to lift stations, 26% to collection system, 33% to billing and collection and 25% to admin.
(16)	Allocated 90% to lift stations, 5% to billing and collection and 5% to admin.
(17)	Allocated in ratio to non-administrative expense.
(18)	Allocated 60.8% to lift stations, 26.1% to collection system and 13.1% to billing and collection.

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MERRILLVILLE CONSERVANCY DISTRICT
Merrillville, Indiana

IHCD COST ALLOCATION FACTOR

Treatment:
Allocated Based on Contributed Flow

	Reference	Annual Flow (In 1,000's)	Allocation Percentage
MCD	Page 1	1,646,248	78.03%
IHCD	Page 1	463,636	21.97%
Total	Page 1	2,109,884	100.00%

Lift Station:
Allocated based on IHCD's flow through the Taft St. lift station in ratio to all flow through all lift stations.

Measured annual flow - Taft St. Lift Station			1,222,847
Measured annual flow - All MCD Lift Stations (per last available readings)			3,076,345
Taft St. flow as percentage to total lift station flow			39.75%
IHCD's Taft St. flow	446,878		
Taft St. flow total	1,222,847		
IHCD's share of Taft St. flow		x	36.54%
IHCD's share of lift station expense			14.52%

Collection System:
Allocated based on IHCD's use of the MCD collection system calculated based on IHCD's use of the interceptor sewer and the interceptor sewer's ratio to total sewers.

Assumed percentage of interceptor capacity to total collection system capacity		10.00%
Times: Percentage of IHCD annual flow (see treatment % above)	x	21.97%
IHCD's collection system percentage		2.20%

Billing and Collection:
Allocated based on the number of bills sent and accounted for for IHCD in ratio to total annual bills.

	Annual Bills	Allocation Percentage
Annual IHCD bills	12	0.03%
Annual MCD bills	38,781	99.97%
Totals	38,793	100.00%

MERRILLVILLE CONSERVANCY DISTRICT
Merrillville, Indiana

RECONCILIATION OF ACTUAL COSTS TO IHCD'S PAYMENTS FOR THE PERIOD JANUARY 2008 TO DECEMBER 2008

Billed Flow:

	Flow (In 1,000's) - Pg. 1	Billed Rate	Billed Amount
Totals	463,636	$1.21	$561,000

Allocated Costs:

	Cost	Allocation Factor (Pg. 4)	Cost Allocated to IHCD
Treatment (page 2)	$1,705,667	21.97%	$374,735
Lift Station (page 2)	958,031	14.52%	139,106
Collection System (page 2)	774,426	2.20%	17,037
Billing and Collection Accounts (page 2)	387,261	0.03%	116
Subtotal	3,825,385		530,994
GSD - Capital (page 6)	0	Page 6	0
MCD - Capital (page 6)	0	Page 6	0
Total Costs	$3,825,385		$530,994
Amount due to (from) IHCD			$30,006

Prospective True Rate

Actual costs for the True Up Period	$530,994
Actual flow for the True Up Period	463,636
Prospective True Up Rate *	$1.15

* The rate to be used until the next True Up process is completed and a new Prospective True Up Rate is calculated.

MERRILLVILLE CONSERVANCY DISTRICT
Merrillville, Indiana

SUMMARY OF CAPITAL PROJECTS OBLIGATIONS
(Based on Capacity Purchases of 3.5 mgd for treatment capacity and 9 mgd for collection system capacity)

GSD Capital Projects

Projects funded from bond issue prior to 2000 - Paid in full

Projects funded from 2000 SRF loan*
- Aeration - Paid in full
- Electrical upgrade - Paid in full
- 27th & Chase - Paid in full

* Based on GSD's representation that these projects have been completed.

MCD Capital Projects

48" Interceptor - South (between C&O Railroad & Taft St. lift station) - Paid in full

48" Interceptor - North (between 79th St. & Cleveland and 35th St. and Chase) - Paid in full

24" parallel force main - Paid in full

Taft St. lift station project - Paid $986,253 subject to adjustment when final project costs are determined.

Connection tie-in structure - Paid $159,532 , subject to adjustments when final project costs are determined.

identified above, shall be determined monthly and GSD shall bill MCD within thirty (30) days thereafter for the charges applicable under rate schedules then in effect for the previous thirty (30) day metered period with said bill showing appropriate meter readings and loadings of CBOD, Phosphorus, Ammonia, and suspended solids. In the event that MCD should fail to make payment to GSD of the amount of such invoice within 45 days of the date that MCD is billed (post-mark date), then MCD shall be liable for and shall pay to GSD interest on such delinquency for each day the MCD's payment is delinquent at the same interest rate allowed on money judgments according to I.C. 24-4.6-1-101.

12. RATE COVENANTS OF MCD

MCD shall institute, maintain and enforce a system of charges in accordance with Section 204 (b)(1), Public Law 92-500 as amended and supplemented and the guidelines and regulations promulgated from time to time by the USEPA.

13. ADJUSTMENT OF COST AND PRIOR ADJUSTMENTS

A. This Agreement shall be effective as to the determination of the cost of wastewater transportation and treatment for services provided on and after January 1, 1994. Capital costs shall be paid to GSD pursuant to paragraph 9-B of this agreement. Operation, Maintenance and Replacement costs shall be paid monthly.

B. Commencing calendar year 1994, the Operation, Maintenance and Replacement cost rate shall be based upon GSD's projected annual budget and shall be reviewed at the end of each calendar year in each category under conditions and circumstances existing at the time for any necessary adjustment.

C. GSD agrees to install and maintain a measuring device at GSD's plant

EXHIBIT
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in order to accurately measure the amount of flow coming to the plant. GSD further agrees to provide MCD with accurate measurements of the flow in 1994 and each year thereafter, during the life of this Agreement.

D. GSD agrees to install an improvement where accurate influent measurement of wastewater concentration may be taken during 1994 and thereafter. GSD further agrees that in 1994 and each year thereafter, it will supply the MCD with said measurements.

E. Effective through March 31, 1997, GSD agrees to supply to MCD by April 1 of each calendar year a description or work paper to support the allocation of operating costs of the prior calendar year, in order to further aid the parties in determining proper rates and charges. This description or work paper may be no more than the GSD's Director's best estimate of the labor hours and costs and material costs associated with the allocation.

F. Beginning on January 1, 1997, In order that continuing cost data may be available regarding the annual cash operation expenses of the wastewater treatment plant, transmission facilities, collections systems, etc., GSD will maintain such records as may be necessary to accurately reflect the functional costs of the system. GSD shall provide copies of such records to MCD by April 1, for the prior calendar year. Such functional costs categories shall include, but not be limited to the following:

(1) Wastewater treatment plant costs including those specific costs associated with the treatment of CBOD, Phosphorus, Ammonia, suspended solids and other pollutants.

(2) Transmission costs including the cost of operating, maintaining and replacing specific lift stations and major transmission lines and mains.

(3) Costs of maintaining a collection system throughout GSD.

(4) Costs of accounting and billing customers within GSD.

(5) Costs of industrial surveillance within GSD.

(6) Costs of solid waste collection and disposal (if any).

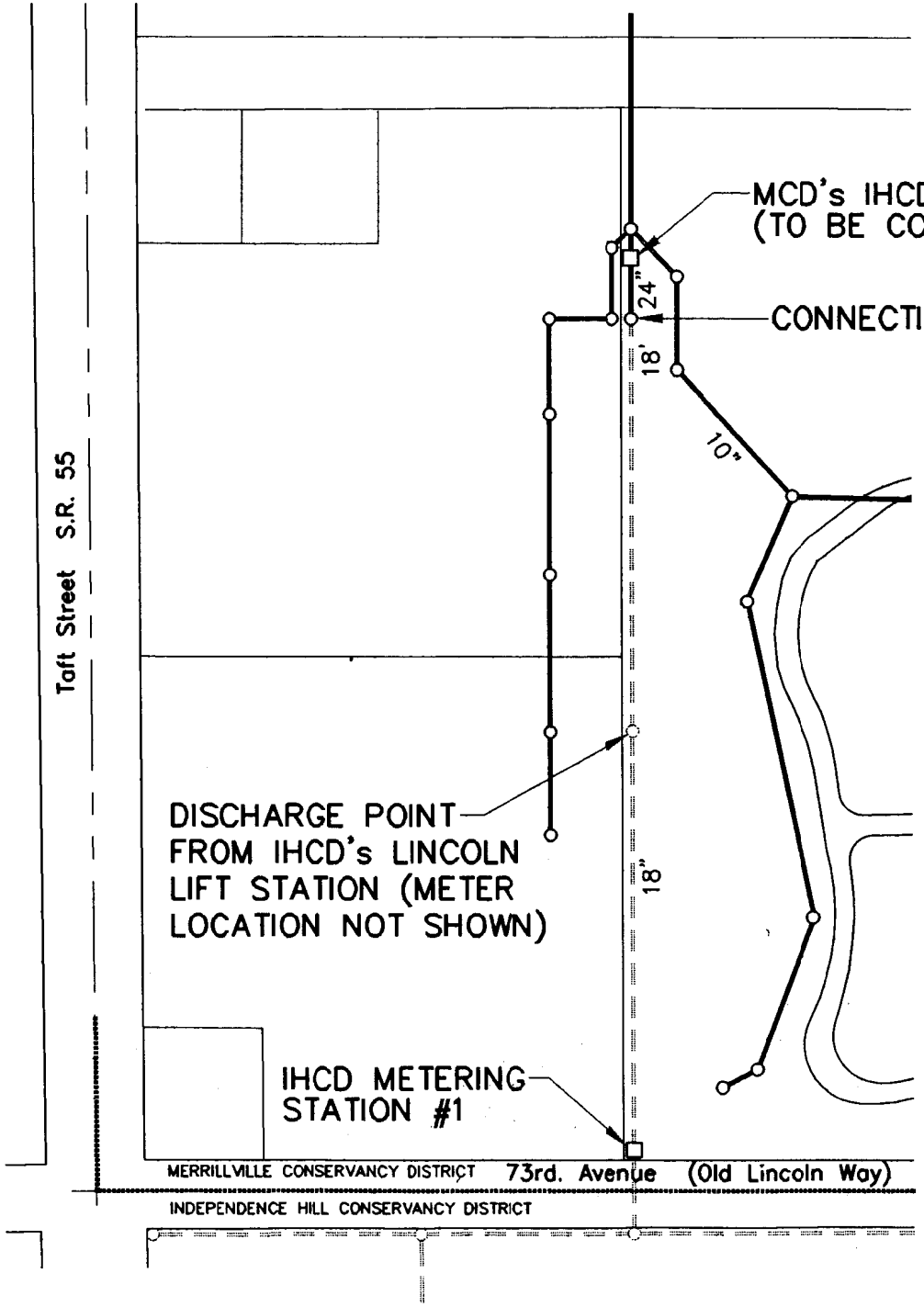
(7) General administrative costs of the system.

(8) Costs of capital equipment.

(9) Annual replacement cost by treatment plant, transmission (lift stations and interceptor sewers) and local and lateral sewers.

G. Beginning on January 1, 1997, records shall be maintained disclosing the gross volume of flow and loadings reaching the wastewater treatment plant, together with such other flow factors as inflow and infiltration amounts (inflow and infiltration amounts may be assumed) received within GSD, volume of use of specific lift stations by GSD versus volume used by MCD and such other data as may be necessary to determine the fair share of costs payable by MCD. GSD shall provide copies of such records to the MCD by April 1, for the prior calendar year.

H. The GSD will develop actual in process removal data for use in allocating costs rather than design data. Commencing in 1995, and on an annual basis thereafter, the parties shall use the information supplied by the GSD, which is referred to above in rhetorical paragraph 13 and is entitled "ADJUSTMENT OF COST AND PRIOR ADJUSTMENTS", in order to reallocate costs.



SCALE: 1"=200'

EXHIBIT 3

A-14

FLOWING FULL PIPE SEWER CAPACITY

MCD's 24" = 4.43 mgd

IHCD's 18" = 4.05 mgd

LEGEND

- □ METERING STATION
- ○ MANHOLE
- ——— MCD SEWERS
- - - - IHCD SEWERS

INDEPENDENCE HILL CONSERVANCY DISTRICT METERING STATIONS AND CONNECTION POINT

TABLE 5

Rainfall Depths for Various Return Periods and Storm Durations

Depth (Inches)						
Duration	Return Period (Years)					
	2	5	10	25	50	100
5 Min.	0.42	0.52	0.59	0.68	0.75	0.82
10 Min.	0.64	0.79	0.91	1.04	1.15	1.25
15 Min.	0.80	0.99	1.13	1.29	1.43	1.55
20 Min.	0.95	1.17	1.34	1.53	1.70	1.85
30 Min.	1.11	1.37	1.57	1.79	1.98	2.16
40 Min.	1.23	1.52	1.74	1.99	2.20	2.40
50 Min.	1.33	1.64	1.87	2.14	2.36	2.58
60 Min.	1.40	1.73	1.97	2.26	2.49	2.72
1.5 Hrs.	1.70	2.09	2.39	2.73	3.03	3.30
2 Hrs.	1.71	2.11	2.41	2.76	3.05	3.33
3 Hrs.	1.84	2.27	2.60	2.97	3.29	3.59
4 Hrs.	2.06	2.54	2.90	3.31	3.67	4.00
5 Hrs.	2.16	2.66	3.04	3.48	3.85	4.20
6 Hrs.	2.22	2.74	3.13	3.58	3.96	4.32
7 Hrs.	2.31	2.85	3.26	3.72	4.12	4.49
8 Hrs.	2.35	2.90	3.32	3.79	4.20	4.58
9 Hrs.	2.42	2.99	3.41	3.90	4.32	4.71
10 Hrs.	2.49	3.07	3.51	4.01	4.44	4.84
12 Hrs.	2.58	3.18	3.63	4.15	4.59	5.01
14 Hrs.	2.68	3.29	3.76	4.30	4.75	5.18
16 Hrs.	2.75	3.40	3.88	4.44	4.91	5.39
18 Hrs.	2.82	3.48	3.96	4.55	5.03	5.49
20 Hrs.	2.89	3.56	4.07	4.65	5.15	5.62
24 Hrs.	3.00	3.70	4.23	4.83	5.35	5.83

EXHIBIT

4

C
West's Annotated Indiana Code Currentness
Title 14. Natural and Cultural Resources (Refs & Annos)
Article 33. Conservancy Districts
Chapter 5. Board of Directors
→ **14-33-5-22 Agreements with people or entities; debt agreements**

Sec. 22. (a) The board may do the following:

(1) Enter into agreement with and accept money from a federal or state agency or department.

(2) By the agreement provide the manner in which resulting debt is evidenced, with:

(A) the term;

(B) the interest rate; and

(C) the method and time of repayment;

subject to statutes governing the federal or state agency or department, without regard to other limitations of this article.

(b) The board may also enter into an agreement with a person, municipality, county, or special taxing district, whether or not the person, municipality, county, or special taxing district is in the district, for any purpose compatible with the purposes for which the district exists. The municipality, county, or special taxing district may enter into the agreement.

CREDIT(S)

As added by P.L.1-1995, SEC.26.

Effective:[See Text Amendments]

United States Code Annotated Currentness
Title 33. Navigation and Navigable Waters (Refs & Annos)
Chapter 26. Water Pollution Prevention and Control (Refs & Annos)
Subchapter II. Grants for Construction of Treatment Works (Refs & Annos)
§ 1281. Congressional declaration of purpose

(a) Development and implementation of waste treatment management plans and practices

It is the purpose of this subchapter to require and to assist the development and implementation of waste treatment management plans and practices which will achieve the goals of this chapter.

(b) Application of technology: confined disposal of pollutants; consideration of advanced techniques

Waste treatment management plans and practices shall provide for the application of the best practicable waste treatment technology before any discharge into receiving waters, including reclaiming and recycling of water, and confined disposal of pollutants so they will not migrate to cause water or other environmental pollution and shall provide for consideration of advanced waste treatment techniques.

(c) Waste treatment management area and scope

To the extent practicable, waste treatment management shall be on an areawide basis and provide control or treatment of all point and nonpoint sources of pollution, including in place or accumulated pollution sources.

(d) Waste treatment management construction of revenue producing facilities

The Administrator shall encourage waste treatment management which results in the construction of revenue producing facilities providing for--

(1) the recycling of potential sewage pollutants through the production of agriculture, silviculture, or aquaculture products, or any combination thereof;

(2) the confined and contained disposal of pollutants not recycled;

(3) the reclamation of wastewater; and

(4) the ultimate disposal of sludge in a manner that will not result in environmental hazards.

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(c) Waste treatment management integration of facilities

The Administrator shall encourage waste treatment management which results in integrating facilities for sewage treatment and recycling with facilities to treat, dispose of, or utilize other industrial and municipal wastes, including but not limited to solid waste and waste heat and thermal discharges. Such integrated facilities shall be designed and operated to produce revenues in excess of capital and operation and maintenance costs and such revenues shall be used by the designated regional management agency to aid in financing other environmental improvement programs.

(f) Waste treatment management "open space" and recreational considerations

The Administrator shall encourage waste treatment management which combines "open space" and recreational considerations with such management.

(g) Grants to construct publicly owned treatment works

(1) The Administrator is authorized to make grants to any State, municipality, or intermunicipal or interstate agency for the construction of publicly owned treatment works. On and after October 1, 1984, grants under this subchapter shall be made only for projects for secondary treatment or more stringent treatment, or any cost effective alternative thereto, new interceptors and appurtenances, and infiltration-in-flow correction. Notwithstanding the preceding sentences, the Administrator may make grants on and after October 1, 1984, for (A) any project within the definition set forth in section 1292(2) of this title, other than for a project referred to in the preceding sentence, and (B) any purpose for which a grant may be made under sections [FN1] 1329(h) and (i) of this title (including any innovative and alternative approaches for the control of nonpoint sources of pollution), except that not more than 20 per centum (as determined by the Governor of the State) of the amount allotted to a State under section 1285 of this title for any fiscal year shall be obligated in such State under authority of this sentence.

(2) The Administrator shall not make grants from funds authorized for any fiscal year beginning after June 30, 1974, to any State, municipality, or intermunicipal or interstate agency for the erection, building, acquisition, alteration, remodeling, improvement, or extension of treatment works unless the grant applicant has satisfactorily demonstrated to the Administrator that--

(A) alternative waste management techniques have been studied and evaluated and the works proposed for grant assistance will provide for the application of the best practicable waste treatment technology over the life of the works consistent with the purposes of this subchapter; and

(B) as appropriate, the works proposed for grant assistance will take into account and allow to the extent practicable the application of technology at a later date which will provide for the reclaiming or recycling of water or otherwise eliminate the discharge of pollutants.

(3) The Administrator shall not approve any grant after July 1, 1973, for treatment works under this section unless the applicant shows to the satisfaction of the Administrator that each sewer collection system discharging

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into such treatment works is not subject to excessive infiltration.

(4) The Administrator is authorized to make grants to applicants for treatment works grants under this section for such sewer system evaluation studies as may be necessary to carry out the requirements of paragraph (3) of this subsection. Such grants shall be made in accordance with rules and regulations promulgated by the Administrator. Initial rules and regulations shall be promulgated under this paragraph not later than 120 days after October 18, 1972.

(5) The Administrator shall not make grants from funds authorized for any fiscal year beginning after September 30, 1978, to any State, municipality, or intermunicipal or interstate agency for the erection, building, acquisition, alteration, remodeling, improvement, or extension of treatment works unless the grant applicant has satisfactorily demonstrated to the Administrator that innovative and alternative wastewater treatment processes and techniques which provide for the reclaiming and reuse of water, otherwise eliminate the discharge of pollutants, and utilize recycling techniques, land treatment, new or improved methods of waste treatment management for municipal and industrial waste (discharged into municipal systems) and the confined disposal of pollutants, so that pollutants will not migrate to cause water or other environmental pollution, have been fully studied and evaluated by the applicant taking into account subsection (d) of this section and taking into account and allowing to the extent practicable the more efficient use of energy and resources.

(6) The Administrator shall not make grants from funds authorized for any fiscal year beginning after September 30, 1978, to any State, municipality, or intermunicipal or interstate agency for the erection, building, acquisition, alteration, remodeling, improvement, or extension of treatment works unless the grant applicant has satisfactorily demonstrated to the Administrator that the applicant has analyzed the potential recreation and open space opportunities in the planning of the proposed treatment works.

(h) Grants to construct privately owned treatment works

A grant may be made under this section to construct a privately owned treatment works serving one or more principal residences or small commercial establishments constructed prior to, and inhabited on, December 27, 1977, where the Administrator finds that--

(1) a public body otherwise eligible for a grant under subsection (g) of this section has applied on behalf of a number of such units and certified that public ownership of such works is not feasible;

(2) such public body has entered into an agreement with the Administrator which guarantees that such treatment works will be properly operated and maintained and will comply with all other requirements of section 1284 of this title and includes a system of charges to assure that each recipient of waste treatment services under such a grant will pay its proportionate share of the cost of operation and maintenance (including replacement); and

(3) the total cost and environmental impact of providing waste treatment services to such residences or commercial establishments will be less than the cost of providing a system of collection and central treatment of

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such wastes.

(i) Waste treatment management methods, processes, and techniques to reduce energy requirements

The Administrator shall encourage waste treatment management methods, processes, and techniques which will reduce total energy requirements.

(j) Grants for treatment works utilizing processes and techniques of guidelines under section 1314(d)(3) of this title

The Administrator is authorized to make a grant for any treatment works utilizing processes and techniques meeting the guidelines promulgated under section 1314(d)(3) of this title, if the Administrator determines it is in the public interest and if in the cost effectiveness study made of the construction grant application for the purpose of evaluating alternative treatment works, the life cycle cost of the treatment works for which the grant is to be made does not exceed the life cycle cost of the most cost effective alternative by more than 15 per centum.

(k) Limitation on use of grants for publicly owned treatment works

No grant made after November 15, 1981, for a publicly owned treatment works, other than for facility planning and the preparation of construction plans and specifications, shall be used to treat, store, or convey the flow of any industrial user into such treatment works in excess of a flow per day equivalent to fifty thousand gallons per day of sanitary waste. This subsection shall not apply to any project proposed by a grantee which is carrying out an approved project to prepare construction plans and specifications for a facility to treat wastewater, which received its grant approval before May 15, 1980. This subsection shall not be in effect after November 15, 1981.

(*l*) Grants for facility plans, or plans, specifications, and estimates for proposed project for construction of treatment works; limitations, allotments, advances, etc.

(1) After December 29, 1981, Federal grants shall not be made for the purpose of providing assistance solely for facility plans, or plans, specifications, and estimates for any proposed project for the construction of treatment works. In the event that the proposed project receives a grant under this section for construction, the Administrator shall make an allowance in such grant for non-Federal funds expended during the facility planning and advanced engineering and design phase at the prevailing Federal share under section 1282(a) of this title, based on the percentage of total project costs which the Administrator determines is the general experience for such projects.

(2)(A) Each State shall use a portion of the funds allotted to such State each fiscal year, but not to exceed 10 per centum of such funds, to advance to potential grant applicants under this subchapter the costs of facility planning or the preparation of plans, specifications, and estimates.

(B) Such an advance shall be limited to the allowance for such costs which the Administrator establishes under paragraph (1) of this subsection, and shall be provided only to a potential grant applicant which is a small community and which in the judgment of the State would otherwise be unable to prepare a request for a grant for

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construction costs under this section.

(C) In the event a grant for construction costs is made under this section for a project for which an advance has been made under this paragraph, the Administrator shall reduce the amount of such grant by the allowance established under paragraph (1) of this subsection. In the event no such grant is made, the State is authorized to seek repayment of such advance on such terms and conditions as it may determine.

(m) Grants for State of California projects

(1) Notwithstanding any other provisions of this subchapter, the Administrator is authorized to make a grant from any funds otherwise allotted to the State of California under section 1285 of this title to the project (and in the amount) specified in Order WQG 81-1 of the California State Water Resources Control Board.

(2) Notwithstanding any other provision of this chapter, the Administrator shall make a grant from any funds otherwise allotted to the State of California to the city of Eureka, California, in connection with project numbered C-06-2772, for the purchase of one hundred and thirty-nine acres of property as environmental mitigation for siting of the proposed treatment plant.

(3) Notwithstanding any other provision of this chapter, the Administrator shall make a grant from any funds otherwise allotted to the State of California to the city of San Diego, California, in connection with that city's aquaculture sewage process (total resources recovery system) as an innovative and alternative waste treatment process.

(n) Water quality problems; funds, scope, etc.

(1) On and after October 1, 1984, upon the request of the Governor of an affected State, the Administrator is authorized to use funds available to such State under section 1285 of this title to address water quality problems due to the impacts of discharges from combined storm water and sanitary sewer overflows, which are not otherwise eligible under this subsection, where correction of such discharges is a major priority for such State.

(2) Beginning fiscal year 1983, the Administrator shall have available $200,000,000 per fiscal year in addition to those funds authorized in section 1287 of this title to be utilized to address water quality problems of marine bays and estuaries subject to lower levels of water quality due to the impacts of discharges from combined storm water and sanitary sewer overflows from adjacent urban complexes, not otherwise eligible under this subsection. Such sums may be used as deemed appropriate by the Administrator as provided in paragraphs (1) and (2) of this subsection, upon the request of and demonstration of water quality benefits by the Governor of an affected State.

(*o*) Capital financing plan

The Administrator shall encourage and assist applicants for grant assistance under this subchapter to develop and file with the Administrator a capital financing plan which, at a minimum--

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(1) projects the future requirements for waste treatment services within the applicant's jurisdiction for a period of no less than ten years;

(2) projects the nature, extent, timing, and costs of future expansion and reconstruction of treatment works which will be necessary to satisfy the applicant's projected future requirements for waste treatment services; and

(3) sets forth with specificity the manner in which the applicant intends to finance such future expansion and reconstruction.

(p) Time limit on resolving certain disputes

In any case in which a dispute arises with respect to the awarding of a contract for construction of treatment works by a grantee of funds under this subchapter and a party to such dispute files an appeal with the Administrator under this subchapter for resolution of such dispute, the Administrator shall make a final decision on such appeal within 90 days of the filing of such appeal.

CREDIT(S)

(June 30, 1948, c. 758, Title II, § 201, as added Oct. 18, 1972, Pub.L. 92-500, § 2, 86 Stat. 833, and amended Dec. 27, 1977, Pub.L. 95-217, §§ 12-16, 91 Stat. 1569, 1570; Oct. 21, 1980, Pub.L. 96-483, §§ 2(d), 3, 94 Stat. 2361; Dec. 29, 1981, Pub.L. 97-117, §§ 2(a), 3(a), 4-6, 10(c), 95 Stat. 1623-1626; Feb. 4, 1987, Pub.L. 100-4, Title II, § 201, Title III, § 316(c), 101 Stat. 15, 60.)

[FN1] So in original. Probably should be "section".

Current through P.L. 111-86 (excluding P.L. 111-84) approved 10-29-09

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C
West's Annotated Indiana Code Currentness
Title 13. Environment (Refs & Annos)
Article 18. Water Pollution Control
Chapter 2. Water Pollution Agency Under Federal Law
→ 13-18-2-1 Powers; cooperation with federal agencies; federal funds; approval of projects; participation in proceedings

Sec. 1. In carrying out the purposes of IC 13-13-5-1(1), the department may, in addition to any other action that is necessary or appropriate to carry out the purpose of IC 13-13-5-1(1), do the following:

(1) Cooperate with the United States Surgeon General and other agencies of the federal government, other states, interstate agencies, and other interested parties in all matters relating to water pollution, including the development of programs for eliminating or reducing pollution and improving the sanitary condition of wa- ters.

(2) On behalf of Indiana, apply for and receive money made available to the department under the Federal Water Pollution Control Act by any agency of the federal government. However, all money received from any federal agency:

(A) shall be paid into the state treasury; and

(B) shall be expended, under the direction of the department, solely for the purpose for which the grant has been made.

(3) Approve projects for which application for loans or grants under the Federal Water Pollution Control Act is made by:

(A) any political subdivision or other public body created by or under Indiana law and having jurisdiction over disposal of sewage, industrial wastes, or other wastes;

(B) a state agency; or

(C) an interstate agency.

(4) Participate through the department's authorized representatives in proceedings under the Federal Water

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Pollution Control Act.

(5) Give consent on behalf of Indiana to requests by the Administrator of the Federal Security Agency to the Attorney General of the United States for the bringing of suit for abatement of pollution.

(6) Consent to the joinder as a defendant in a suit for the abatement of pollution of a person who is alleged to be discharging matter contributing to the pollution.

CREDIT(S)

As added by P.L.1-1996, SEC.8.

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Effective:[See Text Amendments]

United States Code Annotated Currentness
Title 33. Navigation and Navigable Waters (Refs & Annos)
Chapter 26. Water Pollution Prevention and Control (Refs & Annos)
Subchapter I. Research and Related Programs (Refs & Annos)
§ 1251. Congressional declaration of goals and policy

(a) Restoration and maintenance of chemical, physical and biological integrity of Nation's waters; national goals for achievement of objective

The objective of this chapter is to restore and maintain the chemical, physical, and biological integrity of the Nation's waters. In order to achieve this objective it is hereby declared that, consistent with the provisions of this chapter--

(1) it is the national goal that the discharge of pollutants into the navigable waters be eliminated by 1985;

(2) it is the national goal that wherever attainable, an interim goal of water quality which provides for the protection and propagation of fish, shellfish, and wildlife and provides for recreation in and on the water be achieved by July 1, 1983;

(3) it is the national policy that the discharge of toxic pollutants in toxic amounts be prohibited;

(4) it is the national policy that Federal financial assistance be provided to construct publicly owned waste treatment works;

(5) it is the national policy that areawide waste treatment management planning processes be developed and implemented to assure adequate control of sources of pollutants in each State;

(6) it is the national policy that a major research and demonstration effort be made to develop technology necessary to eliminate the discharge of pollutants into the navigable waters, waters of the contiguous zone, and the oceans; and

(7) it is the national policy that programs for the control of nonpoint sources of pollution be developed and implemented in an expeditious manner so as to enable the goals of this chapter to be met through the control of both point and nonpoint sources of pollution.

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(b) Congressional recognition, preservation, and protection of primary responsibilities and rights of States

It is the policy of the Congress to recognize, preserve, and protect the primary responsibilities and rights of States to prevent, reduce, and eliminate pollution, to plan the development and use (including restoration, preservation, and enhancement) of land and water resources, and to consult with the Administrator in the exercise of his authority under this chapter. It is the policy of Congress that the States manage the construction grant program under this chapter and implement the permit programs under sections 1342 and 1344 of this title. It is further the policy of the Congress to support and aid research relating to the prevention, reduction, and elimination of pollution, and to provide Federal technical services and financial aid to State and interstate agencies and municipalities in connection with the prevention, reduction, and elimination of pollution.

(c) Congressional policy toward Presidential activities with foreign countries

It is further the policy of Congress that the President, acting through the Secretary of State and such national and international organizations as he determines appropriate, shall take such action as may be necessary to insure that to the fullest extent possible all foreign countries shall take meaningful action for the prevention, reduction, and elimination of pollution in their waters and in international waters and for the achievement of goals regarding the elimination of discharge of pollutants and the improvement of water quality to at least the same extent as the United States does under its laws.

(d) Administrator of Environmental Protection Agency to administer chapter

Except as otherwise expressly provided in this chapter, the Administrator of the Environmental Protection Agency (hereinafter in this chapter called "Administrator") shall administer this chapter.

(e) Public participation in development, revision, and enforcement of any regulation, etc.

Public participation in the development, revision, and enforcement of any regulation, standard, effluent limitation, plan, or program established by the Administrator or any State under this chapter shall be provided for, encouraged, and assisted by the Administrator and the States. The Administrator, in cooperation with the States, shall develop and publish regulations specifying minimum guidelines for public participation in such processes.

(f) Procedures utilized for implementing chapter

It is the national policy that to the maximum extent possible the procedures utilized for implementing this chapter shall encourage the drastic minimization of paperwork and interagency decision procedures, and the best use of available manpower and funds, so as to prevent needless duplication and unnecessary delays at all levels of government.

(g) Authority of States over water

It is the policy of Congress that the authority of each State to allocate quantities of water within its jurisdiction shall not be superseded, abrogated or otherwise impaired by this chapter. It is the further policy of Congress that nothing in this chapter shall be construed to supersede or abrogate rights to quantities of water which have been

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established by any State. Federal agencies shall co-operate with State and local agencies to develop comprehensive solutions to prevent, reduce and eliminate pollution in concert with programs for managing water resources.

CREDIT(S)

(June 30, 1948, c. 758, Title I, § 101, as added Oct. 18, 1972, Pub.L. 92-500, § 2, 86 Stat. 816, and amended Dec. 27, 1977, Pub.L. 95-217, §§ 5(a), 26(b), 91 Stat. 1567, 1575; Feb. 4, 1987, Pub.L. 100-4, Title III, § 316(b) , 101 Stat. 60.)

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West's Annotated Indiana Code Currentness
Title 13. Environment (Refs & Annos)
Article 11. Definitions
Chapter 2. Definitions (Refs & Annos)
13-11-2-79 "Federal Water Pollution Control Act"

Sec. 79. "Federal Water Pollution Control Act", for purposes of:

(1) IC 13-13-5 and IC 13-18-2-1; and

(2) environmental management laws;

refers to the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended by the federal Water Quality Act of 1987, P.L. 100-4.

CREDIT(S)

As added by P.L.1-1996, SEC.1.

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Effective:[See Text Amendments]

United States Code Annotated Currentness
Title 33. Navigation and Navigable Waters (Refs & Annos)
Chapter 26. Water Pollution Prevention and Control (Refs & Annos)
Subchapter II. Grants for Construction of Treatment Works (Refs & Annos)
§ 1284. Limitations and conditions

(a) Determinations by Administrator

Before approving grants for any project for any treatment works under section 1281(g)(1) of this title the Administrator shall determine--

(1) that any required areawide waste treatment management plan under section 1288 of this title (A) is being implemented for such area and the proposed treatment works are included in such plan, or (B) is being developed for such area and reasonable progress is being made toward its implementation and the proposed treatment works will be included in such plan;

(2) that (A) the State in which the project is to be located (i) is implementing any required plan under section 1313(e) of this title and the proposed treatment works are in conformity with such plan, or (ii) is developing such a plan and the proposed treatment works will be in conformity with such plan, and (B) such State is in compliance with section 1315(b) of this title;

(3) that such works have been certified by the appropriate State water pollution control agency as entitled to priority over such other works in the State in accordance with any applicable State plan under section 1313(e) of this title, except that any priority list developed pursuant to section 1313 (e)(3)(H) of this title may be modified by such State in accordance with regulations promulgated by the Administrator to give higher priority for grants for the Federal share of the cost of preparing construction drawings and specifications for any treatment works utilizing processes and techniques meeting the guidelines promulgated under section 1314(d)(3) of this title and for grants for the combined Federal share of the cost of preparing construction drawings and specifications and the building and erection of any treatment works meeting the requirements of the next to last sentence of section 1283(a) of this title which utilizes processes and techniques meeting the guidelines promulgated under section 1314(d)(3) of this title. [FN1]

(4) that the applicant proposing to construct such works agrees to pay the non-Federal costs of such works and has made adequate provisions satisfactory to the Administrator for assuring proper and efficient operation, including the employment of trained management and operations personnel, and the maintenance of such works in accordance with a plan of operation approved by the State water pollution control agency or, as appropriate, the interstate agency, after construction thereof;

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(5) that the size and capacity of such works relate directly to the needs to be served by such works, including sufficient reserve capacity. The amount of reserve capacity provided shall be approved by the Administrator on the basis of a comparison of the cost of constructing such reserves as a part of the works to be funded and the anticipated cost of providing expanded capacity at a date when such capacity will be required, after taking into account, in accordance with regulations promulgated by the Administrator, efforts to reduce total flow of sewage and unnecessary water consumption. The amount of reserve capacity eligible for a grant under this subchapter shall be determined by the Administrator taking into account the projected population and associated commercial and industrial establishments within the jurisdiction of the applicant to be served by such treatment works as identified in an approved facilities plan, an areawide plan under section 1288 of this title, or an applicable municipal master plan of development. For the purpose of this paragraph, section 1288 of this title, and any such plan, projected population shall be determined on the basis of the latest information available from the United States Department of Commerce or from the States as the Administrator, by regulation, determines appropriate. Beginning October 1, 1984, no grant shall be made under this subchapter to construct that portion of any treatment works providing reserve capacity in excess of existing needs (including existing needs of residential, commercial, industrial, and other users) on the date of approval of a grant for the erection, building, acquisition, alteration, remodeling, improvement, or extension of a project for secondary treatment or more stringent treatment or new interceptors and appurtenances, except that in no event shall reserve capacity of a facility and its related interceptors to which this subsection applies be in excess of existing needs on October 1, 1990. In any case in which an applicant proposes to provide reserve capacity greater than that eligible for Federal financial assistance under this subchapter, the incremental costs of the additional reserve capacity shall be paid by the applicant;

(6) that no specification for bids in connection with such works shall be written in such a manner as to contain proprietary, exclusionary, or discriminatory requirements other than those based upon performance, unless such requirements are necessary to test or demonstrate a specific thing or to provide for necessary interchangeability of parts and equipment. When in the judgment of the grantee, it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description may be used as a means to define the performance or other salient requirements of a procurement, and in doing so the grantee need not establish the existence of any source other than the brand or source so named.

(b) Additional determinations; issuance of guidelines; approval by Administrator; system of charges

(1) Notwithstanding any other provision of this subchapter, the Administrator shall not approve any grant for any treatment works under section 1281(g)(1) of this title after March 1, 1973, unless he shall first have determined that the applicant (A) has adopted or will adopt a system of charges to assure that each recipient of waste treatment services within the applicant's jurisdiction, as determined by the Administrator, will pay its proportionate share (except as otherwise provided in this paragraph) of the costs of operation and maintenance (including replacement) of any waste treatment services provided by the applicant; and (B) has legal, institutional, managerial, and financial capability to insure adequate construction, operation, and maintenance of treatment works throughout the applicant's jurisdiction, as determined by the Administrator. In any case where an applicant which, as of December 27, 1977, uses a system of dedicated ad valorem taxes and the Administrator determines that the applicant has a system of charges which results in the distribution of operation and maintenance costs for treatment works within the applicant's jurisdiction, to each user class, in proportion to the contribution to the total cost of operation and maintenance of such works by each user class (taking into account total waste

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water loading of such works, the constituent elements of the wastes, and other appropriate factors), and such applicant is otherwise in compliance with clause (A) of this paragraph with respect to each industrial user, then such dedicated ad valorem tax system shall be deemed to be the user charge system meeting the requirements of clause (A) of this paragraph for the residential user class and such small non-residential user classes as defined by the Administrator. In defining small non-residential users, the Administrator shall consider the volume of wastes discharged into the treatment works by such users and the constituent elements of such wastes as well as such other factors as he deems appropriate. A system of user charges which imposes a lower charge for low-income residential users (as defined by the Administrator) shall be deemed to be a user charge system meeting the requirements of clause (A) of this paragraph if the Administrator determines that such system was adopted after public notice and hearing.

(2) The Administrator shall, within one hundred and eighty days after October 18, 1972, and after consultation with appropriate State, interstate, municipal, and intermunicipal agencies, issue guidelines applicable to payment of waste treatment costs by industrial and nonindustrial recipients of waste treatment services which shall establish (A) classes of users of such services, including categories of industrial users; (B) criteria against which to determine the adequacy of charges imposed on classes and categories of users reflecting all factors that influence the cost of waste treatment, including strength, volume, and delivery flow rate characteristics of waste; and (C) model systems and rates of user charges typical of various treatment works serving municipal-industrial communities.

(3) Approval by the Administrator of a grant to an interstate agency established by interstate compact for any treatment works shall satisfy any other requirement that such works be authorized by Act of Congress.

(4) A system of charges which meets the requirement of clause (A) of paragraph (1) of this subsection may be based on something other than metering the sewage or water supply flow of residential recipients of waste treatment services, including ad valorem taxes. If the system of charges is based on something other than metering the Administrator shall require (A) the applicant to establish a system by which the necessary funds will be available for the proper operation and maintenance of the treatment works; and (B) the applicant to establish a procedure under which the residential user will be notified as to that portion of his total payment which will be allocated to the cost of the waste treatment services.

(c) Applicability of reserve capacity restrictions to primary, secondary, or advanced waste treatment facilities or related interceptors

The next to the last sentence of paragraph (5) of subsection (a) of this section shall not apply in any case where a primary, secondary, or advanced waste treatment facility or its related interceptors has received a grant for erection, building, acquisition, alteration, remodeling, improvement, or extension before October 1, 1984, and all segments and phases of such facility and interceptors shall be funded based on a 20-year reserve capacity in the case of such facility and a 20-year reserve capacity in the case of such interceptors, except that, if a grant for such interceptors has been approved prior to December 29, 1981, such interceptors shall be funded based on the approved reserve capacity not to exceed 40 years.

(d) Engineering requirements; certification by owner and operator; contractual assurances, etc.

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(1) A grant for the construction of treatment works under this subchapter shall provide that the engineer or engineering firm supervising construction or providing architect engineering services during construction shall continue its relationship to the grant applicant for a period of one year after the completion of construction and initial operation of such treatment works. During such period such engineer or engineering firm shall supervise operation of the treatment works, train operating personnel, and prepare curricula and training material for operating personnel. Costs associated with the implementation of this paragraph shall be eligible for Federal assistance in accordance with this subchapter.

(2) On the date one year after the completion of construction and initial operation of such treatment works, the owner and operator of such treatment works shall certify to the Administrator whether or not such treatment works meet the design specifications and effluent limitations contained in the grant agreement and permit pursuant to section 1342 of this title for such works. If the owner and operator of such treatment works cannot certify that such treatment works meet such design specifications and effluent limitations, any failure to meet such design specifications and effluent limitations shall be corrected in a timely manner, to allow such affirmative certification, at other than Federal expense.

(3) Nothing in this section shall be construed to prohibit a grantee under this subchapter from requiring more assurances, guarantees, or indemnity or other contractual requirements from any party to a contract pertaining to a project assisted under this subchapter, than those provided under this subsection.

CREDIT(S)

(June 30, 1948, c. 758, Title II, § 204, as added Oct. 18, 1972, Pub.L. 92-500, § 2, 86 Stat. 835, and amended Dec. 27, 1977, Pub.L. 95-217, §§ 20-24, 91 Stat. 1572, 1573; Oct. 21, 1980, Pub.L. 96-483, § 2(a), (b), 94 Stat. 2360, 2361; Dec. 29, 1981, Pub.L. 97-117, §§ 10(a), (b), 11, 12, 95 Stat. 1626, 1627; Feb. 4, 1987, Pub.L. 100-4, Title II, § 205(a)-(c), 101 Stat. 18.)

[FN1] So in original. The period probably should be a semicolon.

Current through P.L. 111-98 (excluding P.L. 111-84) approved 11-11-09

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U.S. Code of Federal Regulations

U.S. Code of Federal Regulations
TITLE 40 C.F.R. — [Protection of Environment]
CHAPTER I — ENVIRONMENTAL PROTECTION AGENCY
SUBCHAPTER B — GRANTS AND OTHER FEDERAL ASSISTANCE
PART 35 — STATE AND LOCAL ASSISTANCE
Subpart E — Grants for Construction of Treatment Works-Clean Water Act

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are awarded to assist Tribes and Intertribal Consortia in developing and implementing programs to manage underground storage tanks.

§ 35.731 Eligible recipients.

Eligible recipients of underground storage tank program grants are Tribes and Intertribal Consortia.

§ 35.732 Basis for allotment.

The Administrator allots underground storage tank program grant funds to each regional office based on applicable EPA guidance. Regional offices award funds to Tribes and Intertribal Consortia based on their programmatic needs and applicable EPA guidance.

§ 35.735 Maximum federal share.

The Regional Administrator may provide up to 100 percent of the approved work plan costs.

Subparts C–D [Reserved]

Subpart E—Grants for Construction of Treatment Works—Clean Water Act

AUTHORITY: Secs. 109(b), 201 through 205, 207, 208(d), 210 through 212, 215 through 217, 304(d)(3), 313, 501, 502, 511, and 516(b) of the Clean Water Act, as amended, 33 U.S.C. 1251 *et seq.*

SOURCE: 43 FR 44049, Sept. 27, 1978, unless otherwise noted.

§ 35.900 Purpose.

(a) This subpart supplements the EPA general grant regulations and procedures (part 30 of this chapter) and establishes policies and procedures for grants to assist in the construction of waste treatment works in compliance with the Clean Water Act.

(b) A number of provisions of this subpart which contained transition dates preceding October 1, 1978, have been modified to delete those dates. However, the earlier requirements remain applicable to grants awarded when those provisions were in effect. The transition provisions in former §§ 35.905–4, 35.917, and 35.925–18 remain applicable to certain grants awarded through March 31, 1981.

(c) Technical and guidance publications (MCD series) concerning this program which are issued by EPA may be ordered from: General Services Administration (8FFS), Centralized Mailing List Services, Building 41, Denver Federal Center, Denver, Colo. 80225. In order to expedite processing of requests, persons desiring to obtain these publications should request a copy of EPA form 7500–21 (the order form listing all available publications), from EPA Headquarters, Municipal Construction Division (WH–547) or from any regional office of EPA.

§ 35.901 Program policy.

The primary purpose of Federal grant assistance available under this subpart is to assist municipalities in meeting enforceable requirements of the Act, particularly, applicable national pollution discharge elimination system (NPDES) permit requirements. The Regional Administrator and States are authorized and encouraged to administer this grant program in a manner which will most effectively achieve the enforceable requirements of the Act.

§ 35.903 Summary of construction grant program.

(a) The construction of federally financed waste treatment works is generally accomplished in three steps: Step 1, facilities plans and related elements; step 2, preparation of construction drawings and specifications; and step 3, building of a treatment works.

(b) The Regional Administrator may award grant assistance for a step 1, step 2, or step 3 project, or, as authorized by § 35.909, for a project involving a combination of step 2 and step 3 (step 2=3 grant). For a step 1, step 2, or step 3 grant award, a "project" may consist of an entire step or any "treatment works segment" (see § 35.905) of construction within a step. In the case of step 2=3 grant awards, a project must consist of all associated step 2 and step 3 work; segmenting is not permitted.

(c) Grants are awarded from State allocations (see § 35.910 *et seq.*) under the Act. No grant assistance may be awarded unless priority for a project has been determined in accordance with an approved State priority system under § 35.915. The State is responsible

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(o) The Act requires EPA and the States to provide for, encourage and assist public participation in the Construction Grants Program. This requirement for public participation applies to the development of the State water pollution control strategy, the State project priority system, and the State project priority list, under § 35.915; to the development of user charge and industrial cost recovery systems, under §§ 35.925.11, 35.928, and 35.929; and to the delegation of administrative responsibilities for the Construction Grants Program under subpart F of this chapter.

(p) Requirements regarding the award and administration of subagreements are set forth in §§ 35.935 through 35.939.

[43 FR 44049, Sept. 27, 1978, as amended at 44 FR 10302, Feb. 16, 1979]

§ 35.905 Definitions.

As used in this subpart, the following words and terms mean:

Act. The Clean Water Act (33 U.S.C. 1251 *et seq.*, as amended).

Ad valorem tax. A tax based upon the value of real property.

Combined sewer. A sewer intended to serve as a sanitary sewer and a storm sewer, or as an industrial sewer and a storm sewer.

Complete waste treatment system. A complete waste treatment system consists of all the treatment works necessary to meet the requirements of title III of the Act, involved in: (a) The transport of waste waters from individual homes or buildings to a plant or facility where treatment of the waste water is accomplished; (b) the treatment of the waste waters to remove pollutants; and (c) the ultimate disposal, including recycling or reuse, of the treated waste waters and residues which result from the treatment process. One complete waste treatment system would, normally, include one treatment plant or facility, but also includes two or more connected or integrated treatment plants or facilities.

Construction. Any one or more of the following: Preliminary planning to determine the feasibility of treatment works, engineering, architectural, legal, fiscal, or economic investigations or studies, surveys, designs, plans, working drawings, specifications, procedures, or other necessary actions, erection, building, acquisition, alteration, remodeling, improvement, or extension of treatment works, or the inspection or supervision of any of the foregoing items. The phrase *initiation of construction*, as used in this subpart means with reference to a project for:

(a) *Step 1:* The approval of a plan of study (see §§ 35.920-3(a)(1) and 35.925-18(a));

(b) *Step 2:* The award of a step 2 grant;

(c) *Step 3:* Issuance of a notice to proceed under a construction contract for any segment of step 3 project work or, if notice to proceed is not required, execution of the construction contract.

Enforceable requirements of the Act. Those conditions or limitations of section 402 or 404 permits which, if violated, could result in the issuance of a compliance order or initiation of a civil or criminal action under section 309 of the Act. If a permit has not been issued, the term shall include any requirement which, in the Regional Administrator's judgment, would be included in the permit when issued. Where no permit applies, the term shall include any requirement which the Regional Administrator determines is necessary to meet applicable criteria for best practicable waste treatment technology (BPWTT).

Excessive infiltration/inflow. The quantities of infiltration/inflow which can be economically eliminated from a sewerage system by rehabilitation, as determined in a cost-effectiveness analysis that compares the costs for correcting the infiltration/inflow conditions to the total costs for transportation and treatment of the infiltration/inflow, subject to the provisions in § 35.927.

Industrial cost recovery. (a) The grantee's recovery from the industrial users of a treatment works of the grant amount allocable to the treatment of waste from such users under section 204(b) of the Act and this subpart.

(b) The grantee's recovery from the commercial users of an individual system of the grant amount allocable to the treatment of waste from such users under section 201(h) of the Act and this subpart.

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Industrial cost recovery period. That period during which the grant amount allocable to the treatment of wastes from industrial users is recovered from the industrial users of such works.

Industrial user. (a) Any nongovernmental, nonresidential user of a publicly owned treatment works which discharges more than the equivalent of 25,000 gallons per day (gpd) of sanitary wastes and which is identified in the Standard Industrial Classification Manual, 1972, Office of Management and Budget, as amended and supplemented under one of the following divisions:

Division A. Agriculture, Forestry, and Fishing.
Division B. Mining.
Division D. Manufacturing.
Division E. Transportation, Communications, Electric, Gas, and Sanitary Services.
Division I. Services.

(1) In determining the amount of a user's discharge for purposes of industrial cost recovery, the grantee may exclude domestic wastes or discharges from sanitary conveniences.

(2) After applying the sanitary waste exclusion in paragraph (b)(1) of this section (if the grantee chooses to do so), dischargers in the above divisions that have a volume exceeding 25,000 gpd or the weight of biochemical oxygen demand (BOD) or suspended solids (SS) equivalent to that weight found in 25,000 gpd of sanitary waste are considered industrial users. Sanitary wastes, for purposes of this calculation of equivalency, are the wastes discharged from residential users. The grantee, with the Regional Administrator's approval, shall define the strength of the residential discharges in terms of parameters including, as a minimum, BOD and SS per volume of flow.

(b) Any nongovernmental user of a publicly owned treatment works which discharges waste water to the treatment works which contains toxic pollutants or poisonous solids, liquids, or gases in sufficient quantity either singly or by interaction with other wastes, to contaminate the sludge of any municipal systems, or to injure or to interfere with any sewage treatment process, or which constitutes a hazard to humans or animals, creates a public nuisance, or creates any hazard in or has an adverse effect on the waters receiving any discharge from the treatment works.

(c) All commercial users of an individual system constructed with grant assistance under section 201(h) of the Act and this subpart. (See §35.918(a)(3).)

Infiltration. Water other than waste water that enters a sewerage system (including sewer service connections) from the ground through such means as defective pipes, pipe joints, connections, or manholes. Infiltration does not include, and is distinguished from, inflow.

Infiltration/inflow. The total quantity of water from both infiltration and inflow without distinguishing the source.

Inflow. Water other than waste water that enters a sewerage system (including sewer service connections) from sources such as roof leaders, cellar drains, yard drains, area drains, foundation drains, drains from springs and swampy areas, manhole covers, cross connections between storm sewers and sanitary sewers, catch basins, cooling towers, storm waters, surface runoff, street wash waters, or drainage. Inflow does not include, and is distinguished from, infiltration.

Interceptor sewer. A sewer whose primary purpose is to transport waste waters from collector sewers to a treatment facility.

Interstate agency. An agency of two or more States established under an agreement or compact approved by the Congress, or any other agency of two or more States, having substantial powers or duties pertaining to the control of water pollution.

Municipality. A city, town, borough, county, parish, district, association, or other public body (including an intermunicipal agency of two or more of the foregoing entities) created under State law, or an Indian tribe or an authorized Indian tribal organization, having jurisdiction over disposal of sewage, industrial wastes, or other waste, or a designated and approved management agency under section 208 of the Act.

(a) This definition includes a special district created under State law such as a water district, sewer district, sanitary district, utility district, drainage district, or similar entity or an integrated waste management facility, as

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defined in section 201(e) of the Act, which has as one of its principal responsibilities the treatment, transport, or disposal of liquid wastes of the general public in a particular geographic area.

(b) This definition excludes the following:

(1) Any revenue producing entity which has as its principal responsibility an activity other than providing waste water treatment services to the general public, such as an airport, turnpike, port facility, or other municipal utility.

(2) Any special district (such as school district or a park district) which has the responsibility to provide waste water treatment services in support of its principal activity at specific facilities, unless the special district has the responsibility under State law to provide waste water treatment services to the community surrounding the special district's facility and no other municipality, with concurrent jurisdiction to serve the community, serves or intends to serve the special district's facility or the surrounding community.

Operable treatment works. An operable treatment works is a treatment works that:

(a) Upon completion of construction will treat waste water, transport waste water to or from treatment, or transport and dispose of waste water in a manner which will significantly improve an objectionable water quality situation or health hazard, and

(b) Is a component part of a complete waste treatment system which, upon completion of construction for the complete waste treatment system (or completion of construction of other treatment works in the system in accordance with a schedule approved by the Regional Administrator) will comply with all applicable statutory and regulatory requirements.

Project. The scope of work for which a grant or grant amendment is awarded under this subpart. The scope of work is defined as step 1, step 2, or step 3 of treatment works construction or segments (see definition of *treatment works segment* and § 35.930-4).

Replacement. 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. The term *operation and maintenance* includes replacement.

Sanitary sewer. A sewer intended to carry only sanitary or sanitary and industrial waste waters from residences, commercial buildings, industrial plants, and institutions.

Sewage collection system. For the purpose of § 35.925-13, each, and all, of the common lateral sewers, within a publicly owned treatment system, which are primarily installed to receive waste waters directly from facilities which convey waste water from individual structures or from private property, and which include service connection "Y" fittings designed for connection with those facilities. The facilities which convey waste water from individual structures, from private property to the public lateral sewer, or its equivalent, are specifically excluded from the definition, with the exception of pumping units, and pressurized lines, for individual structures or groups of structures when such units are cost effective and are owned and maintained by the grantee.

State. A State, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Trust Territory of the Pacific Islands, and the Commonwealth of the Northern Marianas.

State agency. The State water pollution control agency designated by the Governor having responsibility for enforcing State laws relating to the abatement of pollution.

Storm sewer. A sewer intended to carry only storm waters, surface runoff, street wash waters, and drainage.

Treatment works. Any devices and systems for the storage, treatment, recycling, and reclamation of municipal sewage, domestic sewage, or liquid industrial wastes used to implement section 201 of the Act, or necessary to recycle or reuse water at the most economical cost over the useful life of the works. These include intercepting sewers, outfall sewers, sewage collection systems, individual systems, pumping, power, and other equipment and their

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appurtenances; extensions, improvement, remodeling, additions, and alterations thereof; elements essential to provide a reliable recycled supply such as standby treatment units and clear well facilities; and any works, including site acquisition of the land that will be an integral part of the treatment process or is used for ultimate disposal of residues resulting from such treatment (including land for composting sludge, temporary storage of such compost, and land used for the storage of treated waste water in land treatment systems before land application); or any other method or system for preventing, abating, reducing, storing, treating, separating, or disposing of municipal waste or industrial waste, including waste in combined storm water and sanitary sewer systems.

Treatment works segment. A treatment works segment may be any portion of an operable treatment works described in an approved facilities plan, under §35.917, which can be identified as a contract or discrete subitem or subcontract for step 1, 2, or 3 work. Completion of construction of a treatment works segment may, but need not, result in an operable treatment works.

Useful life. Estimated period during which a treatment works will be operated.

User charge. A charge levied on users of a treatment works, or that portion of the ad valorem taxes paid by a user, for the user's proportionate share of the cost of operation and maintenance (including replacement) of such works under sections 204(b)(1)(A) and 201(h)(2) of the Act and this subpart.

Value engineering (VE). A specialized cost control technique which uses a systematic and creative approach to identify and to focus on unnecessarily high cost in a project in order to arrive at a cost saving without sacrificing the reliability or efficiency of the project.

§35.907 Municipal pretreatment program.

(a) The Regional Administrator is authorized to provide grant assistance for the development of an approvable municipal pretreatment program as required by part 403 of this chapter in conjunction with a step 1, step 2, or step 3 project.

(b) The grantee is required to develop a pretreatment program if the Regional Administrator determines that:

(1) The municipal treatment works:

(i) Serves industries subject to proposed or promulgated pretreatment standards under section 307(b) of the Act, or

(ii) Expects to serve industries connecting into the works in accordance with section 301(i)(2), where these industries are subject to the section 307 (b) or (c) standards; and

(2) A work plan under a section 208 planning grant has not provided for the development of a program approvable under part 403 of this chapter.

(c) A pretreatment program may be required for municipal treatment works which receive other nondomestic wastes covered by guidance issued under section 304(g) of the Act.

(d) Development of an approvable municipal pretreatment program under part 403 of this chapter shall include:

(1) An industrial survey as required by §403.8 of this chapter including identification of system users, the character and volume of pollutants discharged, type of industry, location (see paragraph (f) of this section);

(2) An evaluation of legal authority, including adequacy of enabling legislation, and selection of mechanisms to be used for control and enforcement (e.g., ordinance, joint powers agreement, contract);

(3) An evaluation of financial programs and revenue sources to insure adequate funding to carry out the pretreatment program;

(4) A determination of technical information necessary to support development of an industrial waste ordinance or other means of enforcing pretreatment standards;

(5) Design of a monitoring enforcement program;

(6) A determination of pollutant removals in existing treatment works;

(7) A determination of the treatment works tolerance to pollutants which interfere with its operation, sludge use, or disposal;

(8) A determination of required monitoring equipment for the municipal treatment works;

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§ 35.925–14 Compliance with environmental laws.

That the treatment works will comply with all pertinent requirements of applicable Federal, State and local environmental laws and regulations. (See § 30.101 and subpart C of part 30 of this chapter and the Clean Air Act.)

§ 35.925–15 Treatment of industrial wastes.

That the allowable project costs do not include (a) costs of interceptor or collector lines constructed exclusively, or almost exclusively, to serve industrial sources or (b) costs allocable to the treatment for control or removal of pollutants in wastewater introduced into the treatment works by industrial sources, unless the applicant is required to remove such pollutants introduced from nonindustrial sources. The project must be included in a complete waste treatment system, a principal purpose of which project (as defined by the Regional Administrator; see §§ 35.903 (d) and 35.905) and system is the treatment of domestic wastes of the entire community, area, region or the district concerned. See the pretreatment regulations in part 403 of this chapter and § 35.907.

[44 FR 39340, July 5, 1979]

§ 35.925–16 Federal activities.

That the allowable step 2 or step 3 project costs do not include the proportional costs allocable to the treatment of wastes from major activities of the Federal Government. A "major activity" includes any Federal facility which contributes either (a) 250,000 gallons or more per day or (b) 5 percent or more of the total design flow of waste treatment works, whichever is less.

§ 35.925–17 Retained amounts for reconstruction and expansion.

That the allowable project costs have been reduced by an amount equal to the unexpended balance of the amounts the applicant retains for future reconstruction and expansion under § 35.928–2(a)(2)(ii), together with interest earned.

§ 35.925–18 Limitation upon project costs incurred prior to award.

That project construction has not been initiated before the approved date of initiation of construction (as defined in § 35.905), unless otherwise provided in this section.

(a) *Step 1 or Step 2:* No grant assistance is authorized for step 1 or step 2 project work performed before award of a step 1 or step 2 grant. However, payment is authorized, in conjunction with the first award of grant assistance, for all preaward allowable project costs in the following cases:

(1) Step 1 work begun after the date of approval by the Regional Administrator of a plan of study, if the State requests and the Regional Administrator has reserved funds for the step 1 grant. However, the step 1 grant must be applied for and awarded within the allotment period of the reserved funds.

(2) Step 1 or step 2 work begun after October 31, 1974, but before June 30, 1975, in accordance with an approved plan of study or an approved facilities plan, as appropriate, but only if a grant is awarded before April 1, 1981.

(3) Step 1 or step 2 work begun before November 1, 1974, but only if a grant is awarded before April 1, 1980.

(b) *Step 3:* Except as otherwise provided in this paragraph, no grant assistance for a step 3 project may be awarded unless the award precedes initiation of the step 3 construction. Preliminary step 3 work, such as advance acquisition of major equipment items requiring long lead times, acquisition of eligible land or of an option for the purchase of eligible land, or advance construction of minor portions of treatment works, including associated engineering costs, in emergencies or instances where delay could result in significant cost increases, may be approved by the Regional Administrator after completion of environmental review, but only if (1) the applicant submits a written and adequately substantiated request for approval and (2) written approval by the Regional Administrator is obtained before initiation of the advance acquisition or advance construction. (In the case of authorization for acquisition of eligible land, the applicant must submit a plat which

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with § 35.929-1(a)). The grantee may use its ad valorem tax system to collect, in whole or in part, those charges from members of the industrial and large commercial class where the following conditions are met:

(i) A portion or all of the ad valorem tax rate assessed to members of this class has been specifically designated to pay the costs of operation and maintenance of the treatment works, and that designated rate is uniformly applied to all members of this class:

(ii) A system of surcharges and rebates is employed to adjust the revenues from the ad valorem taxes collected from each user of this class in accordance with the rate designated under paragraph (b)(7)(i) of this section, such that each member of the class pays a total charge for its share of the costs of operation and maintenance based upon actual use.

§ 35.929-2 General requirements for all user charge systems.

User charge systems based on actual use under § 35.929-1(a) or ad valorem taxes under § 35.929-1(b) shall also meet the following requirements:

(a) *Initial basis for operation and maintenance charges.* For the first year of operation, operation and maintenance charges shall be based upon past experience for existing treatment works or some other method that can be demonstrated to be appropriate to the level and type of services provided.

(b) *Biennial review of operation and maintenance charges.* The grantee shall review not less often than every 2 years the waste water contribution of users and user classes, the total costs of operation and maintenance of the treatment works, and its approved user charge system. The grantee shall revise the charges for users or user classes to accomplish the following:

(1) Maintain the proportionate distribution of operation and maintenance costs among users and user classes as required herein;

(2) Generate sufficient revenue to pay the total operation and maintenance costs necessary to the proper operation and maintenance (including replacement) of the treatment works; and

(3) Apply excess revenues collected from a class of users to the costs of operation and maintenance attributable to that class for the next year and adjust the rate accordingly.

(c) *Toxic pollutants.* The user charge system shall provide that each user which discharges any toxic pollutants which cause an increase in the cost of managing the effluent or the sludge of the grantee's treatment works shall pay for such increased costs.

(d) *Charges for operation and maintenance for extraneous flows.* The user charge system shall provide that the costs of operation and maintenance for all flow not directly attributable to users (i.e., infiltration/inflow) be distributed among all users of the grantee's treatment works system based upon either of the following:

(1) In the same manner that it distributes the costs of operation and maintenance among users (or user classes) for their actual use, or

(2) Under a system which uses one of any combination of the following factors on a reasonable basis:

(i) Flow volume of the users;

(ii) Land area of the users;

(iii) Number of hookups or discharges to the users;

(iv) Property valuation of the users, if the grantee has a user charge system based on ad valorem taxes approved under § 35.929-1(b).

(e) *Adoption of system.* One or more municipal legislative enactments or other appropriate authority must incorporate the user charge system. If the project is a regional treatment system accepting wastewaters from other municipalities, the subscribers receiving waste treatment services from the grantee shall adopt user charge systems in accordance with section 204(b)(1)(A) of the Act and §§ 35.929 through 35.929-3. These user charge systems shall also be incorporated in appropriate municipal legislative enactments or other appropriate authority of all municipalities contributing wastes to the treatment works. The public shall be informed of the financial impact of the user charge system on them and shall be consulted prior to adoption of the system, in accordance with 40 CFR part 25.

(f) *Notification.* Each user charge system must provide that each user be notified, at least annually, in conjunction

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with a regular bill, of the rate and that portion of the user charges or ad valorem taxes which are attributable to waste water treatment services.

(g) *Inconsistent agreements.* The grantee may have preexisting agreements which address: (1) The reservation of capacity in the grantee's treatment works, or (2) the charges to be collected by the grantee in providing wastewater treatment services or reserving capacity. The user charge system shall take precedence over any terms or conditions of agreements or contracts between the grantee and users (including industrial users, special districts, other municipalities, or Federal agencies or installations) which are inconsistent with the requirements of section 204(b)(1)(A) of the Act and these regulations.

(h) *Costs of pretreatment program.* A user charge system submitted by a municipality with an approved pretreatment program shall provide that the costs necessary to carry out the program and to comply with any applicable requirements of section 405 of the Act and related regulations are included within the costs of operation and maintenance of the system and paid through user charges, or are paid in whole or in part by other identified sources of funds.

[43 FR 44049, Sept. 27, 1978, as amended at 44 FR 10304, Feb. 16, 1979]

§35.929-3 Implementation of the user charge system.

(a) When a grantee's user charge system is approved, implementation of the approved system shall become a condition of the grant.

(b) The grantee shall maintain such records as are necessary to document compliance with these regulations.

(c) Appendix B to this subpart contains guidelines with illustrative examples of acceptable user charge systems.

(d) The Regional Administrator may review, no more often than annually, a grantee's user charge system to assure that it continues to meet the requirements of §§35.929-1 through 35.929-3.

§35.930 Award of grant assistance.

The Regional Administrator's approval of an application or amendments to it through execution of a grant agreement (including a grant amendment), in accordance with §30.345 of this subchapter, shall constitute a contractual obligation of the United States for the payment of the Federal share of the allowable project costs, as determined by the Regional Administrator. Information about the approved project furnished in accordance with §35.920-3 shall be considered incorporated in the grant agreement.

§35.930-1 Types of projects.

(a) The Regional Administrator is authorized to award grant assistance for the following types of projects:

(1) *Step 1.* A facilities plan and related step 1 elements (see §35.920-3(b)), if he determines that the applicant has submitted the items required under §35.920-3(a); (In the case of grant assistance awarded solely for the acquisition of eligible land, the following provisions are deferred until the award of the ensuing step 3 assistance for the construction of facilities: §§35.925-10, 35.925-11(b), 35.935-12 (c) and (d), 35.935-13(c), 35.935-15(c), 35.935-16 (b) and (c));

(2) *Step 2.* Construction drawings and specifications, if he determines that the applicant has submitted the items required under §35.920-3(b);

(3) *Step 3.* Building and erection of a treatment works, if he determines that the applicant has submitted the items required under §35.920-3(c); or

(4) *Steps 2 and 3.* A combination of design (step 2) and construction (step 3) for a treatment works (see §35.909) if he determines that the applicant has submitted the items required under §35.920-3(d).

(b) The Regional Administrator may award Federal assistance by a grant or grant amendment from any allotment or reallotment available to a State under §35.910 *et seq.* for payment of 100 percent of the cost of construction of treatment works required to train and upgrade waste treatment works operations and maintenance personnel and for the costs of other operator training programs. Costs of other operator training programs are limited to mobile training units, classroom rental, specialized instructors, and instructional material, under section 109(b) of the Act.

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U.S. Code of Federal Regulations
TITLE 40 C.F.R. — [Protection of Environment]
CHAPTER I — ENVIRONMENTAL PROTECTION AGENCY
SUBCHAPTER B — GRANTS AND OTHER FEDERAL ASSISTANCE
PART 35 — STATE AND LOCAL ASSISTANCE
Subpart I — Grants for Construction of Treatment Works

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40 C.F.R. § 35.2260 Advance purchase of eligible land.
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40 C.F.R. § 35.2350 Subagreement enforcement.
Appendix A to Subpart I — Determination of Allowable Costs
Appendix B to Subpart I — Allowance for Facilities Planning and Design

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proposed project have a significant adverse effect on fish and wildlife, or on wetlands or any other wildlife habitat, especially those of endangered species? How significant is this impact in relation to the local or regional critical habitat needs? Have actions to mitigate habitat destruction been incorporated into the project? Has the recipient properly consulted with appropriate State and Federal fish, game and wildlife agencies and with the U.S. Fish and Wildlife Service? What were their replies?

(13) Describe any feasible alternatives to the proposed project in terms of environmental impacts, commitment of resources, public interest and costs and why they were not proposed.

(14) Describe other measures not discussed previously that are necessary to mitigate adverse environmental impacts resulting from the implementation of the proposed project.

Subpart I—Grants for Construction of Treatment Works

AUTHORITY: Secs. 101(e), 109(b), 201 through 205, 207, 208(d), 210 through 212, 215 through 219, 304(d)(3), 313, 501, 502, 511 and 516(b) of the Clean Water Act, as amended, 33 U.S.C. 1251 *et seq.*

SOURCE: 49 FR 6234, Feb. 17, 1984, unless otherwise noted.

§ 35.2000 Purpose and policy.

(a) The primary purpose of Federal grant assistance available under this subpart is to assist municipalities in meeting enforceable requirements of the Clean Water Act, particularly, applicable National Pollutant Discharge Elimination System (NPDES) permit requirements.

(b) This subpart supplements EPA's Uniform Relocation and Real Property Acquisition Policies Act regulation (part 4 of this chapter), its National Environmental Policy Act (NEPA) regulation (part 6 of this chapter), its public participation regulation (part 25 of this chapter), its intergovernmental review regulation (part 29 of this chapter), its general grant regulation (part 30 of this chapter), its debarment regulation (part 32 of this chapter), and its procurement under assistance regulation (part 33 of this chapter), and establishes requirements for Federal grant assistance for the building of wastewater treatment works. EPA may also find it necessary to publish other requirements applicable to the construction grants program in response to Congressional action and executive orders.

(c) EPA's policy is to delegate administration of the construction grants program on individual projects to State agencies to the maximum extent possible (see subpart F). Throughout this subpart we have used the term Regional Administrator. To the extent that the Regional Administrator delegates review of projects for compliance with the requirements of this subpart to a State agency under a delegation agreement (§ 35.1030), the term Regional Administrator may be read State agency. This paragraph does not affect the rights of citizens, applicants or grantees provided in subpart F.

(d) In accordance with the Federal Grant and Cooperative Agreement Act (Pub. L. 95-224) EPA will, when substantial Federal involvement is anticipated, award assistance under cooperative agreements. Throughout this subpart we have used the terms grant and grantee but those terms may be read cooperative agreement and recipient if appropriate.

(e) From time to time EPA publishes technical and guidance materials on various topics relevant to the construction grants program. Grantees may find this information useful in meeting requirements in this subpart. These publications, including the MCD and FRD series, may be ordered from: EPA, 1200 Pennsylvania Ave., NW., room 1115 ET, WH 547, Washington, DC 20460. In order to expedite processing of requests, persons wishing to obtain these publications should request a copy of EPA form 7500-21 (the order form listing all available publications), from EPA Headquarters, Municipal Construction Division (WH-547) or from any EPA Regional Office.

§ 35.2005 Definitions.

(a) Words and terms not defined below shall have the meaning given to them in 40 CFR parts 30 and 33.

(b) As used in this subpart, the following words and terms mean:

(1) *Act.* The Clean Water Act (33 U.S.C. 1251 *et seq.*, as amended).

(2) *Ad valorem tax.* A tax based upon the value of real property.

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(23) *Innovative technology*. Developed wastewater treatment processes and techniques which have not been fully proven under the circumstances of their contemplated use and which represent a significant advancement over the state of the art in terms of significant reduction in life cycle cost or significant environmental benefits through the reclaiming and reuse of water, otherwise eliminating the discharge of pollutants, utilizing recycling techniques such as land treatment, more efficient use of energy and resources, improved or new methods of waste treatment management for combined municipal and industrial systems, or the confined disposal of pollutants so that they will not migrate to cause water or other environmental pollution.

(24) *Interceptor sewer*. A sewer which is designed for one or more of the following purposes:

(i) To intercept wastewater from a final point in a collector sewer and convey such wastes directly to a treatment facility or another interceptor.

(ii) To replace an existing wastewater treatment facility and transport the wastes to an adjoining collector sewer or interceptor sewer for conveyance to a treatment plant.

(iii) To transport wastewater from one or more municipal collector sewers to another municipality or to a regional plant for treatment.

(iv) To intercept an existing major discharge of raw or inadequately treated wastewater for transport directly to another interceptor or to a treatment plant.

(25) *Interstate agency*. An agency of two or more States established under an agreement or compact approved by the Congress, or any other agency of two or more States, having substantial powers or duties pertaining to the control of water pollution.

(26) *Marine bays and estuaries*. Semi-enclosed coastal waters which have a free connection to the territorial sea.

(27) *Municipality*. A city, town, borough, county, parish, district, association, or other public body (including an intermunicipal agency of two or more of the foregoing entities) created under State law, or an Indian tribe or an authorized Indian tribal organization, having jurisdiction over disposal of sewage, industrial wastes, or other waste, or a designated and approved management agency under section 208 of the Act.

(i) This definition includes a special district created under State law such as a water district, sewer district, sanitary district, utility district, drainage district or similar entity or an integrated waste management facility, as defined in section 201(e) of the Act, which has as one of its principal responsibilities the treatment, transport, or disposal of domestic wastewater in a particular geographic area.

(ii) This definition excludes the following:

(A) Any revenue producing entity which has as its principal responsibility an activity other than providing wastewater treatment services to the general public, such as an airport, turnpike, port facility or other municipal utility.

(B) Any special district (such as school district or a park district) which has the responsibility to provide wastewater treatment services in support of its principal activity at specific facilities, unless the special district has the responsibility under State law to provide wastewater treatment services to the community surrounding the special district's facility and no other municipality, with concurrent jurisdiction to serve the community, serves or intends to serve the special district's facility or the surrounding community.

(28) *Nonexcessive infiltration*. The quantity of flow which is less than 120 gallons per capita per day (domestic base flow and infiltration) or the quantity of infiltration which cannot be economically and effectively eliminated from a sewer system as determined in a cost-effectiveness analysis. (See §§35.2005(b)(16) and 35.2120.)

(29) *Nonexcessive inflow*. The maximum total flow rate during storm events which does not result in chronic operational problems related to hydraulic overloading of the treatment works or which does not result in a total flow of more than 275 gallons per capita per day (domestic base flow plus

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infiltration plus inflow). Chronic operational problems may include surcharging, backups, bypasses, and overflows. (See §§ 35.2005(b)(16) and 35.2120).

(30) *Operation and Maintenance.* Activities required to assure the dependable and economical function of treatment works.

(i) *Maintenance:* Preservation of functional integrity and efficiency of equipment and structures. This includes preventive maintenance, corrective maintenance and replacement of equipment (See § 35.2005(b)(36)) as needed.)

(ii) *Operation:* Control of the unit processes and equipment which make up the treatment works. This includes financial and personnel management; records, laboratory control, process control, safety and emergency operation planning.

(31) *Principal residence.* For the purposes of § 35.2034, the habitation of a family or household for at least 51 percent of the year. Second homes, vacation or recreation residences are not included in this definition.

(32) *Project.* The activities or tasks the Regional Administrator identifies in the grant agreement for which the grantee may expend, obligate or commit funds.

(33) *Project performance standards.* The performance and operations requirements applicable to a project including the enforceable requirements of the Act and the specifications, including the quantity of excessive infiltration and inflow proposed to be eliminated, which the project is planned and designed to meet.

(34) *Priority water quality areas.* For the purposes of § 35.2015, specific stream segments or bodies of water, as determined by the State, where municipal discharges have resulted in the impairment of a designated use or significant public health risks, and where the reduction of pollution from such discharges will substantially restore surface or groundwater uses.

(35) *Project schedule.* A timetable specifying the dates of key project events including public notices of proposed procurement actions, subagreement awards, issuance of notice to proceed with building, key milestones in the building schedule, completion of building, initiation of operation and certification of the project.

(36) *Replacement.* Obtaining and installing equipment, accessories, or appurtenances which are necessary during the design or useful life, whichever is longer, of the treatment works to maintain the capacity and performance for which such works were designed and constructed.

(37) *Sanitary sewer.* A conduit intended to carry liquid and water-carried wastes from residences, commercial buildings, industrial plants and institutions together with minor quantities of ground, storm and surface waters that are not admitted intentionally.

(38) *Services.* A contractor's labor, time or efforts which do not involve the delivery of a specific end item, other than documents (e.g., reports, design drawings, specifications). This term does not include employment agreements or collective bargaining agreements.

(39) *Small commercial establishments.* For purposes of § 35.2034 private establishments such as restaurants, hotels, stores, filling stations, or recreational facilities and private, nonprofit entities such as churches, schools, hospitals, or charitable organizations with dry weather wastewater flows less than 25,000 gallons per day.

(40) *Small Community.* For purposes of §§ 35.2020(b) and 35.2032, any municipality with a population of 3,500 or less or highly dispersed sections of larger municipalities, as determined by the Regional Administrator.

(41) *State.* A State, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Trust Territory of the Pacific Islands, and the Commonwealth of the Northern Marianas. For the purposes of applying for a grant under section 201(g)(1) of the act, a State (including its agencies) is subject to the limitations on revenue producing entities and special districts contained in § 35.2005(b)(27)(ii).

(42) *State agency.* The State agency designated by the Governor having responsibility for administration of the construction grants program under section 205(g) of the Act.

(43) *Step 1.* Facilities planning.

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(44) *Step 2.* Preparation of design drawings and specifications.

(45) *Step 3.* Building of a treatment works and related services and supplies.

(46) *Step 2+3.* Design and building of a treatment works and building related services and supplies.

(47) *Step 7.* Design/building of treatment works wherein a grantee awards a single contract for designing and building certain treatment works.

(48) *Storm sewer.* A sewer designed to carry only storm waters, surface runoff, street wash waters, and drainage.

(49) *Treatment works.* Any devices and systems for the storage, treatment, recycling, and reclamation of municipal sewage, domestic sewage, or liquid industrial wastes used to implement section 201 of the Act, or necessary to recycle or reuse water at the most economical cost over the design life of the works. These include intercepting sewers, outfall sewers, sewage collection systems, individual systems, pumping, power, and other equipment and their appurtenances; extensions, improvement, remodeling, additions, and alterations thereof; elements essential to provide a reliable recycled supply such as standby treatment units and clear well facilities; and any works, including acquisition of the land that will be an integral part of the treatment process or is used for ultimate disposal of residues resulting from such treatment (including land for composting sludge, temporary storage of such compost and land used for the storage of treated wastewater in land treatment systems before land application); or any other method or system for preventing, abating, reducing, storing, treating, separating, or disposing of municipal waste or industrial waste, including waste in combined storm water and sanitary sewer systems.

(50) *Treatment works phase or segment.* A treatment works phase or segment may be any substantial portion of a facility and its interceptors described in a facilities plan under §35.2030, which can be identified as a subagreement or discrete subitem. Multiple subagreements under a project shall not be considered to be segments or phases. Completion of building of a treatment works phase or segment may, but need not in and of itself, result in an operable treatment works.

(51) *Useful life.* The period during which a treatment works operates. (Not "design life" which is the period during which a treatment works is planned and designed to be operated.)

(52) *User charge.* A charge levied on users of a treatment works, or that portion of the ad valorem taxes paid by a user, for the user's proportionate share of the cost of operation and maintenance (including replacement) of such works under sections 204(b)(1)(A) and 201(h)(2) of the Act and this subpart.

(53) *Value engineering.* A specialized cost control technique which uses a systematic and creative approach to identify and to focus on unnecessarily high cost in a project in order to arrive at a cost saving without sacrificing the reliability or efficiency of the project.

[49 FR 6234, Feb. 17, 1984, as amended at 50 FR 45894, Nov. 4, 1985; 55 FR 27095, June 29, 1990]

§35.2010 Allotment; reallotment.

(a) Allotments are made on a formula or other basis which Congress specifies for each fiscal year (FY). The allotment for each State and the availability period shall be announced each fiscal year in the FEDERAL REGISTER. This section applies only to funds allotted under section 205 of the Act.

(b) Unless otherwise provided by Congress, all sums allotted to a State under section 205 of the Act shall remain available for obligation until the end of the one year after the close of the fiscal year for which the sums were appropriated. Except as provided in §35.2020(a), sums not obligated at the end of that period shall be subject to reallotment on the basis of the same ratio as applicable to the then-current fiscal year, adjusted for the States which failed to obligate any of the fiscal year funds being reallotted, but none of the funds reallotted shall be made available to any State which failed to obligate any of the fiscal year funds being reallotted. Any sum made available to a State by reallotment under this section shall be in addition to any funds otherwise allotted to such State for grants under this subpart

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§ 35.2107 Intermunicipal service agreements.

If the project will serve two or more municipalities, the applicant shall submit the executed intermunicipal agreements, contracts or other legally binding instruments necessary for the financing, building and operation of the proposed treatment works. At a minimum they must include the basis upon which costs are allocated, the formula by which costs are allocated, and the manner in which the cost allocation system will be administered. The Regional Administrator may waive this requirement provided the applicant can demonstrate:

(a) That such an agreement is already in place; or

(b) Evidence of historic service relationships for water supply, wastewater or other services between the affected communities regardless of the existence of formal agreements, and

(c) That the financial strength of the supplier agency is adequate to continue the project, even if one of the proposed customer agencies fails to participate.

(Approved by the Office of Management and Budget under control number 2040-0027)

§ 35.2108 Phased or segmented treatment works.

Grant funding may be awarded for a phase or segment of a treatment works, subject to the limitations of § 35.2123, although that phase or segment does not result in compliance with the enforceable requirements of the Act, provided:

(a) The grant agreement requires the recipient to make the treatment works of which the phase or segment is a part operational and comply with the enforceable requirements of the Act according to a schedule specified in the grant agreement regardless of whether grant funding is available for the remaining phases and segments; and

(b) Except in the case of a grant solely for the acquisition of eligible real property, one or more of the following conditions exist:

(1) The Federal share of the cost of building the treatment works would require a disproportionate share of the State's annual allotment relative to other needs or would require a major portion of the State's annual allotment;

(2) The period to complete the building of the treatment works will cover three years or more;

(3) The treatment works must be phased or segmented to meet the requirements of a Federal or State court order; or

(4) The treatment works is being phased or segmented to build only the less-than-secondary facility pending a final decision on the applicant's request for a secondary treatment requirement waiver under section 301(h) of the Act.

[49 FR 6234, Feb. 17, 1984, as amended at 50 FR 45895, Nov. 4, 1985]

§ 35.2109 Step 2+3.

The Regional Administrator may award a Step 2+3 grant which will provide the Federal share of an allowance under appendix B and the estimated allowable cost of the project only if:

(a) The population of the applicant municipality is 25,000 or less according to the most recent U.S. Census;

(b) The total Step 3 building cost is estimated to be $8 million or less; and

(c) The project is not for a treatment works phase or segment.

§ 35.2110 Access to individual systems.

Applicants for privately owned individual systems shall provide assurance of access to the systems at all reasonable times for such purposes as inspection, monitoring, building, operation, rehabilitation and replacement.

§ 35.2111 Revised water quality standards.

After December 29, 1984, no grant can be awarded for projects that discharge into stream segments which have not, at least once since December 29, 1981, had their water quality standards reviewed and revised or new standards adopted, as appropriate, under section 303(c) of the Act, unless:

(a) The State has in good faith submitted such water quality standards and the Regional Administrator has failed to act on them within 120 days of receipt;

(b) The grant assistance is for the construction of non-discharging land treatment or containment ponds; or

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awarded after September 30, 1990 shall be limited to the needs existing on September 30, 1990.

(d) For any application with capacity in excess of that provided by this section:

(1) All incremental costs shall be paid by the applicant. Incremental costs include all costs which would not have been incurred but for the additional excess capacity, i.e., any cost in addition to the most cost-effective alternative with eligible reserve capacity described under paragraphs (a) and (b) of this section.

(2) It must be determined that the actual treatment works to be built meets the requirements of the National Environmental Policy Act and all applicable laws and regulations.

(3) The Regional Administrator shall approve the plans, specifications and estimates for the actual treatment works.

(4) The grantee shall assure the Regional Administrator satisfactorily that it has assessed the costs and financial impacts of the actual treatment works and has the capability to finance and manage their construction and operation.

(5) The grantee must implement a user charge system which applies to the entire service area of the grantee.

(6) The grantee shall execute appropriate grant conditions or releases protecting the Federal Government from any claim for any of the costs of construction due to the additional capacity.

§35.2125 Treatment of wastewater from industrial users.

(a) Grant assistance shall not be provided for a project unless the project is included in a complete waste treatment system and the principal purpose of both the project and the system is for the treatment of domestic wastewater of the entire community, area, region or district concerned.

(b) Allowable project costs do not include:

(1) Costs of interceptor or collector sewers constructed exclusively, or almost exclusively, to serve industrial users; or

(2) Costs for control or removal of pollutants in wastewater introduced into the treatment works by industrial users, unless the applicant is required to remove such pollutants introduced from nonindustrial users.

§35.2127 Federal facilities.

Grant assistance shall not be provided for costs to transport or treat wastewater produced by a facility that is owned and operated by the Federal Government which contributes more than 250,000 gallons per day or 5 percent of the design flow of the complete waste treatment system, whichever is less.

(Approved by the Office of Management and Budget under control number 2040-0027)

§35.2130 Sewer use ordinance.

The sewer use ordinance (see also §§35.2122 and 35.2208) or other legally binding document shall prohibit any new connections from inflow sources into the treatment works and require that new sewers and connections to the treatment works are properly designed and constructed. The ordinance or other legally binding document shall also require that all wastewater introduced into the treatment works not contain toxics or other pollutants in amounts or concentrations that endanger public safety and physical integrity of the treatment works; cause violation of effluent or water quality limitations; or preclude the selection of the most cost-effective alternative for wastewater treatment and sludge disposal.

(Approved by the Office of Management and Budget under control number 2040-0027)

§35.2140 User charge system.

The user charge system (see §§35.2122 and 35.2208) must be designed to produce adequate revenues required for operation and maintenance (including replacement). It shall provide that each user which discharges pollutants that cause an increase in the cost of managing the effluent or sludge from the treatment works shall pay for such increased cost. The user charge system shall be based on either actual use under paragraph (a) of this section, ad valorem taxes under paragraph (b) of this section, or a combination of the two.

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(a) *User charge system based on actual use.* A grantee's user charge system based on actual use (or estimated use) of wastewater treatment services shall provide that each user (or user class) pays its proportionate share of operation and maintenance (including replacement) costs of treatment works within the grantee's service area, based on the user's proportionate contribution to the total wastewater loading from all users (or user classes).

(b) *User charge system based on ad valorem taxes.* A grantee's user charge system which is based on ad valorem taxes may be approved if:

(1) On December 27, 1977, the grantee had in existence a system of dedicated ad valorem taxes which collected revenues to pay the cost of operation and maintenance of wastewater treatment works within the grantee's service area and the grantee has continued to use that system;

(2) The ad valorem user charge system distributes the operation and maintenance (including replacement) costs for all treatment works in the grantee's jurisdiction to the residential and small non-residential user class (including at the grantee's option non-residential, commercial and industrial users that introduce no more than the equivalent of 25,000 gallons per day of domestic sanitary wastes to the treatment works), in proportion to the use of the treatment works by this class; and

(3) Each member of the industrial user and commercial user class which discharges more than 25,000 gallons per day of sanitary waste pays its share of the costs of operation and maintenance (including replacement) of the treatment works based upon charges for actual use.

(c) *Notification.* Each user charge system must provide that each user be notified, at least annually, in conjunction with a regular bill (or other means acceptable to the Regional Administrator), of the rate and that portion of the user charges or ad valorem taxes which are attributable to wastewater treatment services.

(d) *Financial management system.* Each user charge system must include an adequate financial management system that will accurately account for revenues generated by the system and expenditures for operation and maintenance (including replacement) of the treatment system, based on an adequate budget identifying the basis for determining the annual operation and maintenance costs and the costs of personnel, material, energy and administration.

(e) *Charges for operation and maintenance for extraneous flows.* The user charge system shall provide that the costs of operation and maintenance for all flow not directly attributable to users (i.e., infiltration/inflow) be distributed among all users based upon either of the following:

(1) In the same manner that it distributes the costs for their actual use, or

(2) Under a system which uses one or any combination of the following factors on a reasonable basis:

(i) Flow volume of the users;

(ii) Land area of the users;

(iii) Number of hookups or discharges of the users;

(iv) Property valuation of the users, if the grantee has an approved user charge system based on ad valorem taxes.

(f) After completion of building a project, revenue from the project (e.g., sale of a treatment-related by-product; lease of the land; or sale of crops grown on the land purchased under the grant agreement) shall be used to offset the costs of operation and maintenance. The grantee shall proportionately reduce all user charges.

(g) *Adoption of system.* One or more municipal legislative enactments or other appropriate authority must incorporate the user charge system. If the project accepts wastewater from other municipalities, the subscribers receiving waste treatment services from the grantee shall adopt user charge systems in accordance with this section. These user charge systems shall also be incorporated in appropriate municipal legislative enactments or other appropriate authority of all municipalities contributing wastes to the treatment works.

(h) *Inconsistent agreements.* The user charge system shall take precedence

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over any terms or conditions of agreements or contracts which are inconsistent with the requirements of section 204(b)(1)(A) of the Act and this section.

(i) *Low income residential user rates.* (1) Grantees may establish lower user charge rates for low income residential users after providing for public notice and hearing. A low income residential user is any residence with a household income below the Federal poverty level as defined in 45 CFR 1060.2 or any residence designated as low income under State law or regulation.

(2) Any lower user charge rate for low income residential users must be defined as a uniform percentage of the user charge rate charged other residential users.

(3) The costs of any user charge reductions afforded a low income residential class must be proportionately absorbed by all other user classes. The total revenue for operation and maintenance (including equipment replacement) of the facilities must not be reduced as a result of establishing a low income residential user class.

(Approved by the Office of Management and Budget under control number 2040-0027)

[49 FR 6234, Feb. 17, 1984, as amended at 55 FR 27097, June 29, 1990]

§35.2152 Federal share.

(a) *General.* The Federal share for each project shall be based on the sum of the total Step 3 or Step 7 allowable costs and the allowance established in the grant agreement under appendix B. Except as provided elsewhere in this section, the Federal share shall be:

(1) 75 percent for grant assistance awarded before October 1, 1984;

(2) 55 percent for grant assistance awarded after September 30, 1984, except as provided in paragraph (a)(3) of this section; and

(3) Subject to paragraphs (c) and (d) of this section, 75 percent for grant assistance awarded after September 30, 1984 and before October 1, 1990, for sequential phases or segments of a primary, secondary, or advanced treatment facility or its interceptors, or infiltration/inflow correction provided:

(i) The treatment works being phased or segmented is described in a facilities plan approved by the Regional Administrator before October 1, 1984;

(ii) The Step 3 grant for the initial phase or segment of the treatment works described in (a)(3)(i) of this section is awarded prior to October 1, 1984; and

(iii) The phase or segment that receives 75 percent funding is necessary to (A) make a phase or segment previously funded by EPA operational and comply with the enforceable requirements of the Act, or (B) complete the treatment works referenced in (a)(3)(i) of this section provided that all phases or segments previously funded by EPA are operational and comply with the enforceable requirements of the Act.

(b) *Innovative and alternative technology.* In accordance with §35.2032, the Federal share for eligible treatment works or unit processes and techniques that the Regional Administrator determines meet the definition of innovative or alternative technology shall be 20 percent greater than the Federal share under paragraph (a) or (c) of this section, but in no event shall the total Federal share be greater than 85 percent. This increased Federal share depends on the availability of funds from the reserve under §35.2020. The proportional State contribution to the non-Federal share of building costs for I/A projects must be the same as or greater than the proportional State contribution (if any) to the non-Federal share of eligible building costs for all treatment works which receive 75 or 55 percent grants or such other Federal share under paragraph (c) of this section in the State.

(c) A project for which an application for grant assistance has been made before October 1, 1984, but which was under judicial injunction at that time prohibiting its construction, shall be eligible for a grant at 75 percent of the cost of its construction.

(d) *Uniform lower Federal share.* (1) Except as provided in §35.2032 (c) and (d) of this section, the Governor of a State may request the Regional Administrator's approval to revise uniformly throughout the State the Federal share of grant assistance for all future projects. The revised Federal share must apply to all needs categories (see §35.2015(b)(2)).

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§ 35.2212 Project initiation.

(a) The grantee shall expeditiously initiate and complete the project, in accordance with the project schedule contained in the grant application and agreement. Failure to promptly initiate and complete a project may result in the imposition of sanctions under part 30 of this chapter.

(b) The grantee shall initiate procurement action for building the project promptly after award of a Step 3 grant or, after receiving written approval of the information required under § 35.2202 under a Step 2+3 grant or, for a Step 7 project, after completing the facilities plan and the preparation of a pre-bid package that is sufficiently detailed to insure that the bids received form the design/build work will be complete, accurate, comparable and will result in a cost-effective operable facility. Public notice of proposed procurement action should be made promptly after Step 3 award or after final approvals for a Step 2+3 grant under § 35.2202, or after completing the pre-bid package for the Step 7 award. The grantee shall award the subagreement(s) and issue notice(s) to proceed, where required, for building all significant elements of the project within twelve months of the Step 3 award or final Step 2+3 approvals.

(c) Failure to promptly award all subagreement(s) for building the project will result in a limitation on allowable costs. (See appendixes A, A.2.e.).

(d) The grantee shall notify the Regional Administrator immediately upon award of the subagreement(s) for building all significant elements of the project (see 40 CFR 33.211).

(Approved by the Office of Management and Budget under control number 2040–0027)

[49 FR 6234, Feb. 17, 1984, as amended at 55 FR 27097, June 29, 1990]

§ 35.2214 Grantee responsibilities.

(a) The grantee shall complete the project in accordance with the grant agreement including: The facilities plan that establishes the need for the project; the design drawings and specifications; the plan of operation under § 35.2106 that identifies the basis to determine annual operating costs; the financial management system under § 35.2140(d) that adequately accounts for revenues and expenditures; the user charge system under § 35.2140 that will generate sufficient revenue to operate and maintain the treatment works; the project schedule; and all other applicable regulations. The grantee shall maintain and operate the project to meet project performance standards including the enforceable requirements of the Act for the design life.

(b) The grantee shall provide the architectural and engineering services and other services necessary to fulfill the obligation in paragraph (a) of this section.

§ 35.2216 Notice of building completion and final inspection.

The grantee shall notify the Regional Administrator when the building of the project is complete. Final inspection shall be made by the Regional Administrator after receipt of the notice of building completion.

(Approved by the Office of Management and Budget under control number 2040–0027)

§ 35.2218 Project performance.

(a) The grantee shall notify the Regional Administrator in writing of the actual date of initiation of operation.

(b) Subject to the provisions of 40 CFR part 33, the grantee shall select the engineer or engineering firm principally responsible for either supervising construction or providing architectural and engineering services during construction as the prime engineer to provide the following services during the first year following the initiation of operation:

(1) Direct the operation of the project and revise the operation and maintenance manual as necessary to accommodate actual operating experience;

(2) Train or provide for training of operating personnel and prepare curricula and training material for operating personnel; and

(3) Advise the grantee whether the project is meeting the project performance standards.

(c) On the date one year after the initiation of operation of the project, the grantee shall certify to the Regional Administrator whether the project

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Ind. Admin. Code tit. 327, r. 2-4-2

INDIANA ADMINISTRATIVE CODE
TITLE 327. WATER POLLUTION CONTROL BOARD
ARTICLE 2. WATER QUALITY STANDARDS
RULE 4. WASTE TREATMENT CONTROL FACILITIES; DISCHARGE INTO STATE WATERS; MONTHLY REPORTS

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327 IAC 2-4-2 Wastewater defined

Authority: IC 13-1-3-7

Affected: IC 13-1-5.7-1; IC 13-1-6-2; IC 13-7-1-2

Sec. 2. For the purpose of this rule (327 IAC 2-4), wastewater is defined as the liquid and water-carried wastes from industrial, municipal, commercial or confined animal feeding operation.

(Water Pollution Control Board; 327 IAC 2-4-2; filed Sep 24, 1987, 3:00 pm: 11 IR 587; readopted filed Jan 10, 2001, 3:23 p.m.: 24 IR 1518; readopted filed Nov 21, 2007, 1:19 p.m.: 20071219-IR-327070554BFA)

<< TITLE 327. WATER POLLUTION CONTROL BOARD>>

<NOTE: Under P.L.1-1996, SECTION 99, IC 13-1, IC 13-3, IC 13-5, IC 13-6, IC 13-7, IC 13-9, IC 13-9.5, and IC 13-10 were repealed. The repeal of these cites affects statutory authority and statutes affected lines of all sections not amended in the 2004 Edition of the Indiana Administrative Code.>

327 IAC 2-4-2, 327 IN ADC 2-4-2

327 IN ADC 2-4-2
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Ind. Admin. Code tit. 327, r. 2-4-3

INDIANA ADMINISTRATIVE CODE
TITLE 327. WATER POLLUTION CONTROL BOARD
ARTICLE 2. WATER QUALITY STANDARDS
RULE 4. WASTE TREATMENT CONTROL FACILITIES; DISCHARGE INTO STATE WATERS; MONTHLY REPORTS

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Current with amendments received through the Indiana Weekly Collection, dated July 29, 2009.

327 IAC 2-4-3 Sampling frequency; methods of analysis

Authority: IC 13-14-8; IC 13-14-9; IC 13-18-3

Affected: IC 13-18-4

Sec. 3. Sampling, measurements of flow, and characteristics of the effluent shall be performed at a frequency prescribed by the commissioner. All analytical work shall be in accordance with 40 CFR 136 or other methods approved by the commissioner.

(Water Pollution Control Board; 327 IAC 2-4-3; filed Sep 24, 1987, 3:00 p.m.: 11 IR 587; readopted filed Jan 10, 2001, 3:23 p.m.: 24 IR 1518; filed Feb 14, 2005, 10:05 a.m.: 28 IR 2097; readopted filed Nov 21, 2007, 1:19 p.m.: 20071219-IR-327070554BFA)

<< TITLE 327. WATER POLLUTION CONTROL BOARD>>

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327 IAC 2-4-3, 327 IN ADC 2-4-3

327 IN ADC 2-4-3
END OF DOCUMENT

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Effective:[See Text Amendments]

United States Code Annotated Currentness
Title 33. Navigation and Navigable Waters (Refs & Annos)
Chapter 26. Water Pollution Prevention and Control (Refs & Annos)
Subchapter II. Grants for Construction of Treatment Works (Refs & Annos)
§ 1292. Definitions

As used in this subchapter--

(1) The term "construction" means any one or more of the following: preliminary planning to determine the feasibility of treatment works, engineering, architectural, legal, fiscal, or economic investigations or studies, surveys, designs, plans, working drawings, specifications, procedures, field testing of innovative or alternative waste water treatment processes and techniques meeting guidelines promulgated under section 1314(d)(3) of this title, or other necessary actions, erection, building, acquisition, alteration, remodeling, improvement, or extension of treatment works, or the inspection or supervision of any of the foregoing items.

(2)(A) The term "treatment works" means any devices and systems used in the storage, treatment, recycling, and reclamation of municipal sewage or industrial wastes of a liquid nature to implement section 1281 of this title, or necessary to recycle or reuse water at the most economical cost over the estimated life of the works, including intercepting sewers, outfall sewers, sewage collection systems, pumping, power, and other equipment, and their appurtenances; extensions, improvements, remodeling, additions, and alterations thereof; elements essential to provide a reliable recycled supply such as standby treatment units and clear well facilities; and any works, including site acquisition of the land that will be an integral part of the treatment process (including land used for the storage of treated wastewater in land treatment systems prior to land application) or is used for ultimate disposal of residues resulting from such treatment.

(B) In addition to the definition contained in subparagraph (A) of this paragraph, "treatment works" means any other method or system for preventing, abating, reducing, storing, treating, separating, or disposing of municipal waste, including storm water runoff, or industrial waste, including waste in combined storm water and sanitary sewer systems. Any application for construction grants which includes wholly or in part such methods or systems shall, in accordance with guidelines published by the Administrator pursuant to subparagraph (C) of this paragraph, contain adequate data and analysis demonstrating such proposal to be, over the life of such works, the most cost efficient alternative to comply with sections 1311 or 1312 of this title, or the requirements of section 1281 of this title.

(C) For the purposes of subparagraph (B) of this paragraph, the Administrator shall, within one hundred and eighty days after October 18, 1972, publish and thereafter revise no less often than annually, guidelines for the

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evaluation of methods, including cost-effective analysis, described in subparagraph (B) of this paragraph.

(3) The term "replacement" as used in this subchapter means those expenditures for obtaining and installing equipment, accessories, or appurtenances during the useful life of the treatment works necessary to maintain the capacity and performance for which such works are designed and constructed.

CREDIT(S)

(June 30, 1948, c. 758, Title II, § 212, as added Oct. 18, 1972, Pub.L. 92-500, § 2, 86 Stat. 844, and amended Dec. 27, 1977, Pub.L. 95-217, § 37, 91 Stat. 1581; Dec. 29, 1981, Pub.L. 97-117, § 8(d), 95 Stat. 1626.)

Current through P.L. 111-86 (excluding P.L. 111-84) approved 10-29-09

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Title 13: Environment
Article 18: Water Pollution Control

CHAPTER 19. NPDES PERMITS

- 13-18-19-1 Application
- 13-18-19-2 Issuance of NPDES permits

CHAPTER 20. NPDES PERMIT FEES

- 13-18-20-1 Assessment
- 13-18-20-2 Industrial permits
- 13-18-20-3 Annual fees in lieu of individual permit fees
- 13-18-20-4 Stone quarry permits
- 13-18-20-5 Municipal permits
- 13-18-20-6 State permits
- 13-18-20-7 Federal permits
- 13-18-20-8 Semipublic permits
- 13-18-20-9 Public water supply permits
- 13-18-20-10 Storm water permits
- 13-18-20-11 Industrial waste pretreatment permit
- 13-18-20-11.5 CAFO permits
- 13-18-20-12 Application fee
- 13-18-20-13 Assessment
- 13-18-20-14 Delinquency charge
- 13-18-20-15 Revocation of permit
- 13-18-20-16 Deposit of fees

Ind. Admin. Code tit. 327, r. 5-2-11.6

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INDIANA ADMINISTRATIVE CODE
TITLE 327. WATER POLLUTION CONTROL BOARD
ARTICLE 5. INDUSTRIAL WASTEWATER PRETREATMENT PROGRAMS AND NPDES
RULE 2. BASIC NPDES REQUIREMENTS

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Current with amendments received through the Indiana Weekly Collection, dated September 16, 2009.

327 IAC 5-2-11.6 Great Lakes system dischargers establishment of water quality-based effluent limitations (WQBELs)

Authority: IC 13-14-8; IC 13-14-9; IC 13-15-1-2; IC 13-15-2-1; IC 13-18-3

Affected: IC 13-11-2; IC 13-18-4

Sec. 11.6. (a) The NPDES permit shall include conditions necessary to achieve water quality standards established under 327 IAC 2-1.5, including narrative water quality criteria. The numeric water quality criteria set forth in 327 IAC 2-1.5-8 and 327 IAC 2-1.5-16 and Tier I criteria and Tier II values established under 327 IAC 2-1.5-11 through 327 IAC 2-1.5-16 shall not be enforceable against any point source discharger until translated into effluent limitations that are incorporated in NPDES permits in accordance with this article.

(b) TMDLs and WLAs developed under section 11.4 of this rule shall provide the basis for numeric water quality-based effluent limitations (WQBELs) established in NPDES permits for point sources discharging to waters within the Great Lakes system. If a variance has been granted from a water quality criterion under 327 IAC 2-1.5-17 and 327 IAC 5-3-4.1, WQBELs for the pollutant that is the subject of the variance shall be calculated on the basis of the variance rather than the water quality criterion.

(c) The following procedure shall be used to calculate WQBELs using the WLAs developed under section 11.4 of this rule:

(1) This subsection assumes that effluent data follow a log-normal distribution. If a discharger is able to demonstrate that the effluent data for a pollutant does not follow a log-normal distribution and provides an alternate distribution that more accurately describes the data, this alternate distribution may be used instead of the procedures in this subsec- tion.

(2) For the equations contained within this subsection, the following apply:

(A) $Z_{99} = 2.326$ (99th percentile probability basis).

(B) CV = coefficient of variation = ratio of the standard deviation to the mean. A value of six-tenths (0.6) will be used for the CV unless the discharger demonstrates that an alternate CV is more representative of the variability of the pollutant in the effluent.

(3) The first step in this procedure is to calculate a long term average (LTA) for each WLA determined for the pollutant under section 11.4 of this rule. These LTAs are calculated as follows:

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Ind. Admin. Code tit. 327, r. 5-2-11.6

(A) The LTA_A protective of acute aquatic life effects shall be calculated as follows:

$$LTA_A = (e^{(0.5 Y 2 - z99 Y)}) WLA_A$$

Where: <<sigma>>^{2} = $\ln(CV^2 + 1)$.

WLA_A = WLA determined under section 11.4 of this rule using the acute aquatic life criterion or value. This WLA is expressed as a one (1) day maximum.

(B) The LTA_C protective of chronic aquatic life effects shall be calculated as follows:

$$LTA_C = (e^{(0.5 Y 4 2 - z99 Y 4)}) WLA_C$$

Where: <<sigma>>$_4^2$ = $\ln(CV^2/4 + 1)$.

WLA_C = For sulfates, total dissolved solids, fluorides, and dissolved iron, the more stringent WLA determined under section 11.4 of this rule using the criterion for the pollutant under 327 IAC 2-1.5-8(j), if applicable, or the chronic aquatic life criterion or value. For other pollutants, the WLA determined under section 11.4 of this rule using the chronic aquatic life criterion or value. This WLA is expressed as a four (4) day average.

(C) The LTA_H protective of human health effects shall be calculated as follows:

$$LTA_H = (e^{(0.5 Y 30 2 - z99 Y 30)}) WLA_H$$

Where: <<sigma>>$_{30}^2$ = $\ln(CV^2/30 + 1)$.

WLA_H = The most stringent WLA determined under section 11.4 of this rule using a criterion or value for the protection of human health. This WLA is expressed as a thirty (30) day average.

(D) The LTA_W protective of wildlife effects shall be calculated as follows:

$$LTA_W = (e^{(0.5 Y 30 2 - z99 Y 30)}) WLA_W$$

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Where: $<<sigma>>_{30}^2$ = $\ln(CV^2/30 + 1)$.
WLA_w = WLA determined under section 11.4 of this rule using the WC or WV. This WLA is expressed as a thirty (30) day average.

(4) Daily maximum and monthly average WQBELs are determined using the lowest LTA calculated in subdivision (3) as follows:

(A) The daily maximum WQBEL is calculated as follows:

$$\text{Daily Maximum} = (e^{(Z99\ Y - 0.5\ Y\ 2)})\ \text{LTA}$$

Where: $<<sigma>>^2$ = $\ln(CV^2 + 1)$.

(B) The monthly average WQBEL is calculated as follows:

$$\text{Monthly Average} = (e^{(Z95\ Y\ n - 0.5\ Y\ n2)})\ \text{LTA}$$

Where: $<<sigma>>_n^2$ = $\ln(CV^2/n + 1)$.
z_{95} = 1.645 (95th percentile probability basis).
n = Number of samples per month. A value of ten (10) will be used unless the discharger demonstrates that an alternate value is more appropriate.

(C) The monthly average WQBEL shall not exceed the most stringent WLA developed under section 11.4 of this rule unless calculated using the following:

(i) A CV calculated using facility-specific effluent monitoring data that is representative of the variability of the pollutant in the effluent.

(ii) A value for n based on the monitoring frequency in the NPDES permit to be issued.

(d) Notwithstanding subsection (c), WQBELs for whole effluent toxicity (WET) and WQBELs for the criteria listed in section 11.4(d) of this rule shall be developed as follows:

(1) For WET, WQBELs shall be developed using the WLAs for acute and chronic WET developed under section 11.4 of this rule as follows:

(A) The commissioner shall ensure that the WQBELs for WET established under this subdivision attain the acute and chronic WET criteria in 327 IAC 2-1.5-8 under the receiving waterbody flows and outside the mixing zones

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used to develop the WLAs for acute and chronic WET under section 11.4 of this rule.

(B) The commissioner shall determine, on a case-by-case basis, the following:

(i) Whether to develop a WQBEL for only acute or chronic WET or WQBELs for both acute and chronic WET.

(ii) The number of species required for WET testing.

(iii) The particular species required for WET testing.

(C) In making the determination in clause (B), the commissioner shall take into consideration available information about the discharge and receiving waterbody, including, but not limited to, the following:

(i) The ACR of the effluent.

(ii) The sensitivity of the test species to the toxicity in the effluent.

(iii) The WLAs developed for acute and chronic WET under section 11.4 of this rule.

(D) When the commissioner determines that it is necessary to develop a WQBEL for acute WET, the WQBEL shall be set equal to the WLA developed for acute WET under section 11.4 of this rule and shall be established in an NPDES permit as a daily maximum limit.

(E) When the commissioner determines that it is necessary to develop a WQBEL for chronic WET, the WQBEL shall be set equal to the WLA developed for chronic WET under section 11.4 of this rule and shall be established in an NPDES permit as a monthly average limit.

(2) For the criteria listed in section 11.4(d) of this rule, WQBELs shall be developed to be consistent with the models used in that subsection.

(e) WQBELs in an NPDES permit for a metal calculated from a water quality criterion expressed in the form of dissolved metal that is:

(1) contained in 327 IAC 2-1.5; or

(2) subsequently developed under the procedures contained in 327 IAC 2-1.5;

shall be expressed in the permit as total recoverable metal unless all approved analytical methods for the metal inherently measure only its dissolved form, such as hexavalent chromium.

(f) WQBELs for cyanide, calculated from a criterion for free cyanide contained in 327 IAC 2-1.5, shall be limited in the permit as free cyanide and monitored in the effluent using the "Cyanides Amenable to Chlorination" (CATC) method (40 CFR 136, Method 4500-CN G) or another method approved by the commissioner. The commissioner may include additional monitoring, limitations, or other requirements in a permit, on a case-by-case basis, if the additional requirements are necessary to ensure that water quality standards will be attained.

(g) Whenever a WQBEL is developed, unless otherwise provided in subdivision (3), the WQBEL in the NPDES permit shall be expressed as both a concentration value and a corresponding mass loading rate as follows:

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(1) Both mass and concentration limits shall be based on the same permit averaging periods, such as daily, or monthly averages, or in other appropriate permit averaging periods.

(2) The mass loading rates shall be calculated using effluent flow rates that are the same as those used in establishing the concentration-based WQBELs.

(3) For pollutants or parameters that cannot appropriately be expressed in terms of mass (such as pH, temperature, radiation, bacteria, or dissolved oxygen) mass limits are not required.

(4) A discharger may request tiered mass limits for a discharge that increases as a result of wet weather flow. As used in this subdivision, "tiered mass limits" consists of two (2) sets of mass limits. One (1) set shall be based on the dry-weather effluent flow determined under section 11.4(a)(9) of this rule and the stream design flow under section 11.4(b) of this rule. The second set shall be based on an effluent flow and stream flow under wet weather conditions. For each mass limit developed under this subdivision, the NPDES permit shall include a corresponding concentration limit.

(h) When a WQBEL for a pollutant is calculated to be less than the LOQ, the following conditions apply:

(1) The calculated WQBEL shall be established as the limit in the NPDES permit.

(2) The analytical method, LOD, and LOQ shall be specified as follows:

(A) The commissioner shall specify in the permit the most sensitive, applicable, analytical method, specified in or approved under 40 CFR 136 or by the commissioner, to be used to monitor for the presence and amount in an effluent of the pollutant for which the WQBEL is established and shall specify in accordance with clause (B), the LOD and LOQ that can be achieved by use of the specified analytical method.

(B) The LOD and LOQ shall be determined as follows:

(i) The MDL shall be used as the LOD unless the permittee demonstrates that a higher LOD is appropriate because of effluent-specific matrix interference.

(ii) The LOQ shall be the ML specified in or approved under 40 CFR 136 for the method for that pollutant. If no such ML exists, or if the method is not specified or approved under 40 CFR 136 or by the commissioner, the LOQ shall be calculated by multiplying the LOD by three and eighteen-hundredths (3.18). The commissioner may specify a higher LOQ if the permittee demonstrates that a higher LOQ is appropriate because of effluent-specific matrix interference. Other methods for deriving an LOQ may be approved by the commissioner if the method is scientifically defensible.

(3) Compliance with the WQBELs for the pollutant shall be determined as follows:

(A) When a daily maximum WQBEL is less than the LOD specified in the permit, effluent levels:

(i) of the pollutant less than the LOD are in compliance with the maximum WQBEL; and

(ii) greater than the LOD but less than the LOQ are in compliance with the maximum WQBEL, except when confirmed by a sufficient number of analyses of multiple samples and use of appropriate statistical techniques.

(B) When a daily maximum WQBEL is greater than the LOD specified in the permit but less than the LOQ specified in the permit, effluent levels of the pollutant less than the LOQ are in compliance with the WQBEL.

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(C) To determine compliance with a WQBEL expressed as a daily maximum mass limitation, the LOD and LOQ shall each be converted to a mass value, using appropriate conversion factors and the same effluent flow used to determine the mass-based WQBEL, before applying the provision of clauses (A) and (B).

(D) When a monthly or weekly average WQBEL is less than the LOQ specified in the permit, a monthly or weekly average effluent level less than or equal to the respective monthly or weekly average WQBEL is in compliance with the monthly or weekly average WQBEL. Daily effluent values that are less than the LOQ, used to determine the monthly or weekly average effluent levels less than the LOQ, may be assigned a value of zero (0), unless, after considering the number of monitoring results that are greater than the LOD, and applying appropriate statistical techniques, a value other than zero (0) is warranted.

(4) When a WQBEL is less than the LOD, the commissioner may require a period of accelerated monitoring in a permit, when the measured effluent level is between the LOD and LOQ, for the purpose of collecting additional data to apply the statistical analysis referenced in subdivision (3)(A) and (3)(D).

(5) When a WQBEL is less than the LOQ, special conditions may be included in the permit to better quantify the levels of pollutant present in the discharge. These special conditions may include, but are not limited to, the following:

(A) Fish tissue sampling.

(B) Caged-biota studies.

(C) WET tests.

(D) Limits on internal wastestreams.

(E) Monitoring requirements on internal wastestreams.

(F) Development of a more sensitive analytical procedure.

(G) Monitoring for surrogate parameters.

(H) Waterbody bioassessment.

(6) The permit shall contain reopener clauses authorizing modification or revocation and reissuance of the permit to:

(A) include more stringent monitoring requirements or conditions if new information generated as a result of accelerated monitoring conducted in accordance with subdivision (4), or special conditions included in the permit in accordance with subdivision (5) indicates the likely presence of the pollutant in the discharge at levels above the WQBEL; and

(B) specify the use of a different analytical method if a more sensitive analytical method has been specified in or approved under 40 CFR 136 or approved by the commissioner to monitor for the presence and amount in the effluent of the pollutant for which the WQBEL is established and shall specify in accordance with subdivision (2)(B), the LOD and LOQ that can be achieved by use of the specified analytical method.

(7) The commissioner shall include a condition in the permit requiring the permittee to develop and conduct a pollutant minimization program (PMP) for each pollutant with a WQBEL below the LOQ in accordance with the following:

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Ind. Admin. Code tit. 327, r. 5-2-11.6

(A) The goal of the PMP shall be to maintain the effluent at or below the WQBEL. The PMP shall include, but is not limited to, the following:

(i) Submission of a control strategy designed to proceed toward the goal.

(ii) Implementation of appropriate cost-effective control measures consistent with the control strategy.

(iii) Monitoring necessary to monitor the progress toward the goal. This shall include, but is not limited to, the following:

(AA) Semiannual monitoring of potential sources of the pollutant.

(BB) Quarterly monitoring for the pollutant in the influent of the wastewater treatment system.

(iv) An annual status report that shall be sent to the commissioner, including the following:

(AA) All PMP monitoring results for the previous year.

(BB) A list of potential sources of the pollutant.

(CC) A summary of all actions taken to reduce or eliminate the identified sources of the pollutant.

(v) A PMP may include the submittal of pollution prevention strategies that use changes in production process technology, materials, processes, operations, or procedures to reduce or eliminate the source of the pollutant.

(B) No PMP is required if the permittee demonstrates that the discharge of a pollutant with a WQBEL below the LOQ is reasonably expected to be in compliance with the WQBEL at the point of discharge into the receiving water. This demonstration may include, but is not limited to, the following:

(i) Treatment information, including information derived from modeling the destruction or removal of the pollutant in the treatment process.

(ii) Mass balance information.

(iii) Fish tissue studies or other biological studies.

(C) In determining appropriate cost-effective control measures to be implemented in a PMP, the following factors may be considered:

(i) Significance of sources.

(ii) Economic and technical feasibility.

(iii) Treatability.

(D) The permit shall contain a reopener clause authorizing modification or revocation and reissuance of the permit to revise (such as more or less frequent monitoring) or remove the requirements of this subdivision if supported by information generated as a result of this subdivision.

(i) The determinations under this subsection regarding the consideration of intake pollutants, as defined under section

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11.5(b)(4)(A) of this rule, shall be made on a pollutant-by-pollutant, outfall-by-outfall basis. This subsection applies only when the concentration of the pollutant of concern upstream of the discharge, as determined under section 11.4(a)(8) of this rule, exceeds the most stringent applicable water quality criterion or value for that pollutant. In addition, this subsection applies only in the absence of an EPA-approved TMDL applicable to the discharge, or in the absence of an assessment and remediation plan submitted and approved in accordance with section 11.4(a)(2) of this rule. The following procedures shall be used in the consideration of intake pollutants in establishing WQBELs:

(1) When an intake pollutant is from the same body of water, as defined under section 11.5(b)(4)(B) of this rule, and the discharge and the facility meet the conditions in section 11.5(b)(4)(C)(i)(BB) through 11.5(b)(4)(C)(i)(EE), the following procedures apply:

(A) The commissioner may establish effluent limitations allowing the facility to discharge a mass and concentration of the pollutant that are no greater than the mass and concentration of the pollutant identified in the facility's intake water (no net addition limitations). The permit shall specify how compliance with mass and concentration limitations shall be assessed. No permit may authorize no net addition limitations that are effective after March 23, 2007. After that date, WQBELs shall be established in accordance with section 11.5(d) of this rule.

(B) Where proper operation and maintenance of a facility's treatment system results in removal of a pollutant, the commissioner may establish limitations that reflect the lower mass or concentration, or both, of the pollutant achieved by such treatment, taking into account the feasibility of establishing such limits.

(C) For pollutants contained in intake water provided by a water system, the concentration of the intake pollutant shall be determined at the point where the raw water supply is removed from the same body of water, except that it shall be the point where the water enters the water supplier's distribution system where the water treatment system removes any of the identified pollutants from the raw water supply. Mass shall be determined by multiplying the concentration of the pollutant by the volume of the facility's intake flow received from the water system.

(2) Where the pollutant in a facility's discharge originates from a water of the state that is not the same body of water as the receiving water, as determined in accordance with section 11.5(b)(4)(B) of this rule, WQBELs shall be established based upon the most stringent applicable water quality criterion or value for that pollutant.

(3) Where a facility discharges intake pollutants that originate in part from the same body of water, and in part from a different body of water, the commissioner may apply the procedures of subdivisions (1) and (2) to derive an effluent limitation reflecting the flow-weighted average of each source of the pollutant, provided that adequate monitoring to determine compliance can be established and is included in the permit.

(Water Pollution Control Board; 327 IAC 5-2-11.6; filed Jan 14, 1997, 12:00 p.m.: 20 IR 1457; errata filed Aug 11, 1997, 4:15 p.m.: 20 IR 3379; errata, 26 IR 3884; filed Feb 14, 2005, 10:05 a.m.: 28 IR 2120)

<General Materials (GM) - References, Annotations, or Tables>
327 IAC 5-2-11.6, 327 IN ADC 5-2-11.6

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Ind. Admin. Code tit. 327, r. 5-2-13

C

INDIANA ADMINISTRATIVE CODE
TITLE 327. WATER POLLUTION CONTROL BOARD
ARTICLE 5. INDUSTRIAL WASTEWATER PRETREATMENT PROGRAMS AND NPDES
RULE 2. BASIC NPDES REQUIREMENTS

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Current with amendments received through the Indiana Weekly Collection, dated September 16, 2009.

327 IAC 5-2-13 Monitoring

Authority: IC 13-14-8; IC 13-14-9; IC 13-15-1-2; IC 13-15-2-1; IC 13-18-3

Affected: IC 13-11-2; IC 13-18-4

Sec. 13. (a) To assure compliance with permit terms and conditions, all permittees shall monitor, as required in the permit, the following:

(1) The mass, concentration, or other measurement specified in sections 11, 11.1, and 11.6 of this rule for each pollutant specified in the permit.

(2) The volume of wastewater flow at monitoring points specified in the permit, including the final effluent flow from each point source.

(3) Other parameters and conditions as specifically required in the permit.

(b) A POTW shall monitor the mass, concentration, or other units of specified pollutants in the raw influent, in the discharge from intermediate unit treatment processes as specified in the permit or the applicable report of operation form, and in the final effluent, and the volume of effluent flow. For purposes of this section and sections 14 through 15 of this rule, a POTW includes a municipality or other political subdivision, such as a regional sewer district, that owns or operates a wastewater treatment plant or a water treatment plant, as defined in IC 13-11-2, or a private utility of a quasi-public nature that owns or operates a treatment plant from which a permitted discharge occurs, including a mobile home park or a residential development.

(c) For purposes of subsections (a) and (b), the commissioner shall specify the following monitoring requirements in the permit:

(1) Requirements concerning proper installation, use, and maintenance of monitoring equipment or methods (including biological monitoring methods where appropriate).

(2) Monitoring frequency, type, and intervals sufficient to yield continuing data representative of the volume of effluent flow and the quantity of pollutants discharged based on the impact of the wastestream on the receiving water, in accordance with 40 CFR 122.44.

(3) Test procedures for the analysis of pollutants meeting the requirements of subsection (d).

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Ind. Admin. Code tit. 327, r. 5-2-13

(d) Requirements for test procedures shall be as follows:

(1) Test procedures identified in 40 CFR 136 shall be utilized for pollutants or parameters listed in that part, unless an alternative test procedure has been approved under 40 CFR 136.5.

(2) Where no test procedure under 40 CFR 136 has been approved, analytical work shall be conducted in accordance with test procedures approved by the commissioner.

(3) Notwithstanding subdivision (1), the commissioner may specify in a permit the test procedure specified in a standard or effluent limitations guideline.

(e) The sampling frequency and other monitoring requirements specified by the commissioner under subsection (c) shall, to the extent applicable, be consistent with monitoring requirements specified in a standard or effluent limitations guideline on which the effluent limitations in the permit are based. In no case shall the sampling frequency be less than once per calendar year.

(f) Where composite samples are specified in the permit, each fraction of the composite shall be weighted in proportion to the flow corresponding to the time that sample fraction is taken unless the permittee demonstrates that such flow-weighting of sample fractions is not necessary to obtain representative monitoring results.

(Water Pollution Control Board; 327 IAC 5-2-13; filed Sep 24, 1987, 3:00 p.m.: 11 IR 628; filed Feb 26, 1993, 5:00 p.m.: 16 IR 1753; filed Jan 14, 1997, 12:00 p.m.: 20 IR 1465; filed Feb 14, 2005, 10:05 a.m.: 28 IR 2125)

<General Materials (GM) - References, Annotations, or Tables>
327 IAC 5-2-13, 327 IN ADC 5-2-13

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West's Annotated Indiana Code Currentness
Title 13. Environment (Refs & Annos)
Article 18. Water Pollution Control
Chapter 17. Groundwater Protection
13-18-17-5 Water pollution control board; quality standards

Sec. 5. (a) The board shall adopt rules under IC 4-22-2 establishing groundwater quality standards that include numeric and narrative criteria, a groundwater classification plan, and a method of determining where the groundwater quality standards must apply. The standards established under this subsection shall be used for the following purposes:

(1) To establish minimum compliance levels for groundwater quality monitoring at regulated facilities.

(2) To ban the discharge of effluents into potable groundwater.

(3) To establish health protection goals for untreated water in water supply wells.

(4) To establish concentration limits for contaminants in ambient groundwater.

(b) Except as provided in subsection (c) and subject to subsection (d), the following agencies shall adopt rules under IC 4-22-2 to apply the groundwater quality standards established under this section to activities regulated by the agencies:

(1) The department.

(2) The department of natural resources.

(3) The state department of health.

(4) The office of the state chemist.

(5) The division of fire and building safety.

(c) The executive board of the state department of health may not adopt rules to apply the nitrate and nitrite numeric criteria included in groundwater quality standards established in rules adopted by the board under subsec-

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tion (a) to onsite sewage systems.

(d) Any rule adopted by the executive board of the state department of health is void to the extent that the rule applies the nitrate and nitrite numeric criteria included in groundwater quality standards established in rules adopted by the Indiana water pollution control board under subsection (a) to onsite sewage systems.

CREDIT(S)

As added by P.L.1-1996, SEC.8. Amended by P.L.168-1999, SEC.1, eff. May 7, 1999; P.L.24-2004, SEC.6, eff. Mar. 16, 2004; P.L.1-2006, SEC.201, eff. Mar. 24, 2006.

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C
West's Annotated Indiana Code Currentness
Title 24. Trade Regulation
Article 4.6. Special Provisions Concerning Certain Transactions
Chapter 1. Interest Limits and Application of Other Laws
24-4.6-1-101 Money judgments

Sec. 101. Except as otherwise provided by statute, interest on judgments for money whenever rendered shall be from the date of the return of the verdict or finding of the court until satisfaction at:

(1) the rate agreed upon in the original contract sued upon, which shall not exceed an annual rate of eight percent (8%) even though a higher rate of interest may properly have been charged according to the contract prior to judgment; or

(2) an annual rate of eight percent (8%) if there was no contract by the parties.

CREDIT(S)

As amended by Acts 1981, P.L.220, SEC.1; P.L.149-1988, SEC.1; P.L.208-1993, SEC.1.

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C
West's Annotated Indiana Code Currentness
Title 24. Trade Regulation
Article 4.6. Special Provisions Concerning Certain Transactions
Chapter 1. Interest Limits and Application of Other Laws
→ **24-4.6-1-104 Computation of interest; methods**

Sec. 104. (a) The parties may agree upon any method of computing interest on a loan or a forbearance of money, goods, or things in action if the amount of interest on the unpaid balances of the principal does not exceed any limitation imposed by law upon charges incident to the extension of credit.

(b) Methods of computing interest to which parties may agree under this section include the following:

(1) Simple interest on the unpaid balances of the principal.

(2) Simple interest on the outstanding balance of the principal to which is added past due installments of interest, the sum of which forms the principal upon which interest thereafter shall be computed. The addition to principal in this manner may occur repeatedly but not more frequently than daily.

(c) Unless the parties agree otherwise, the method of computing interest agreed upon under this section continues to apply after the term of the loan or forbearance, including after the award of a judgment on the loan or forbearance, until all principal and interest and the amount of any judgment are paid.

(d) If the parties do not agree on the method of computation, interest shall be computed and charged:

(1) at the rate agreed to by the parties or as provided in section 102 of this chapter; and

(2) according to the method described in subsection (b)(2).

CREDIT(S)

As added by P.L.140-1990, SEC.1.

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MCD EXHIBIT 27

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STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

IN THE LAKE SUPERIOR COURT
CIVIL DIVISION
HAMMOND, INDIANA

MERRILLVILLE CONSERVANCY DISTRICT BY ITS BOARD OF DIRECTORS, PAUL L. VOLK, MILAN DAKICH, JOSEPH T. SANOK, KENNETH SMITH, AND THOMAS P. KEILMAN, (Plaintiffs),	)	
V.	)	**CAUSE NO.:**
INDEPENDENCE HILL CONSERVANCY DISTRICT BY ITS BOARD OF DIRECTORS, MARGARET A. UZELAC, ROBERT J. MINNITI, SR., ANDRE DUBOIS, RUBEN M. VALDEZ, AND JAMES W. BESHEARS, (Defendants).	)	~~45D05-0111-CP-540~~

COMPLAINT

COMES NOW, Plaintiff Merrillville Conservancy District [*hereinafter*, MCD] by its Board of Directors, and alleges the following causes of action against Defendant Independence Hill Conservancy District [*hereinafter*, IHCD], by its Board of Directors:

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In the Alternative, if the 8-25-99 "IHCD and MCD Mutual Letter of Intent" is Unenforceable for any Reason, then Plaintiff MCD is Entitled to Recover from Defendant IHCD, $3,539,390 plus Pre and Post Judgment Interest under 33 U.S.C. § 1281 *et seq.*, and Related Federal Regulations Governing Recipients of "Grants for Construction of Treatment Works". 30

PLAINTIFF'S ATTACHED EXHIBITS

PLAINTIFF'S EXHIBIT A: Plaintiff MCD's and Defendant IHCD's 8-3-77 "AGREEMENT"

PLAINTIFF'S EXHIBIT B: 8-25-99 "IHCD AND MCD MUTUAL LETTER OF INTENT"

PLAINTIFF'S EXHIBIT C: AFFIDAVIT OF JAMES J. FLORA, JR.

COUNT I

Breach of Contract

Defendant IHCD Breached the 8-25–99 "IHCD and MCD Mutual Letter of Intent", which was a Valid and Enforceable Contract, and Plaintiff MCD is Entitled to $1,295,722.78 Damages Plus Interest

1. Plaintiff MCD is a Conservancy District and was established in or about 1963 pursuant to Indiana's Conservancy Act, I.C. 14-33-1 *et seq.* (formerly I.C. 13-3-1 *et seq.*) for the purpose of collection and disposal of sewage and other liquid wastes.

2. The City of Gary, Indiana, has a municipal Sanitary District (*hereinafter*, referred to as "GSD"), which owns and operates a federally approved regional treatment system accepting and transporting wastewater from the sanitary districts of other municipalities and other wholesale contract users for treatment at GSD's treatment plant and release into Lake Michigan.

3. Plaintiff MCD owns and operates a system of interceptor sewers and lift stations within MCD's service territory, which MCD has connected to GSD's wastewater collection and transport facilities, so MCD's wastewater can be transported to and treated at the wastewater disposal facilities of GSD.

4. Defendant IHCD is a Conservancy District, which was established in or about 1968 pursuant to Indiana's Conservancy Act, I.C. 14-33-1 *et seq.* (formerly I.C. 13-3-1 *et seq.*) for the purpose of collection and disposal of sewage and other liquid wastes.

5. Defendant IHCD owns and operates a system of interceptor sewers and lift stations, which IHCD has connected to MCD's wastewater collection and transport facilities, so wastewater generated within IHCD's service territory can be transported to and through MCD's facilities to be accepted by GSD's wastewater disposal facilities for treatment at GSD's wastewater treatment plant.

6. In or about July of 1977 Defendant IHCD notified Plaintiff MCD that IHCD was ready to connect IHCD's newly completed wastewater facilities to MCD's wastewater facilities.

7. On or about 8-3-77 Plaintiff MCD and Defendant IHCD entered a written "AGREEMENT" governing the terms under which MCD would accept IHCD's wastewater into MCD's wastewater facilities. *See*, attached **PLAINTIFF'S EXHIBIT A**.

8. Plaintiff MCD's and IHCD's 8-3-77 "AGREEMENT" at page five (5) states:

* * *

> "8. The ***IHCD agrees to pay the MCD for handling of [IHCD's] sewage*** the sum of Four Hundred Thirty-five ($435.00) Dollars per million gallons of sewage as measured by the meter. ***The rate of compensation shall be re-negotiated as often and in the same manner as that provided in the contract between the MCD and the Gary Sanitary District, which agreement is dated October 7, 1964***, or by any changes or amendments to said agreement, ***it being the intent of this provision that any increase or decrease in the rate of compensation under the contract between the MCD and the Gary Sanitary District shall raise or lower the payments due [from IHCD] under this agreement in the same dollar amount per million gallons.***"
>
> [Emphasis Added]

9. Plaintiff MCD has paid GSD for wastewater services rendered pursuant to MCD's and GSD's written contractual agreements dated 10-7-64; 8-24-82; 2-18-91; and, 10-10-95, which have provided that MCD will pay MCD's proportionate share of GSD's operation and maintenance (including replacement) costs incurred for GSD's promise to accept, transport and treat MCD's wastewater discharged at MCD's and GSD's points of connection.

10. Each contractual agreement between Plaintiff MCD and GSD subsequent to 10-7-64 has resulted in an increase of MCD's proportionate share of GSD's total operation and maintenance (including replacement) costs being paid by the MCD to GSD for GSD's acceptance and treatment of wastewater gathered by MCD's facilities.

11. Subsequent to Plaintiff MCD's and Defendant IHCD's 8-3-77 "AGREEMENT" and throughout 1988, MCD made repeated demands on Defendant IHCD for increased payments from IHCD for MCD's acceptance of IHCD's wastewater, but MCD and IHCD were unable to reach an agreement as to the amount of increased payment IHCD owed to MCD over the amounts stated in the 8-3-77 "AGREEMENT".

12. On or about 4-25-97 Plaintiff MCD individually notified all of Defendant IHCD's directors that IHCD had reached and exceeded IHCD's 3.3 million gallon peak capacity limit established under IHCD's 8-3-77 "AGREEMENT" with MCD; and, demanded that IHCD cease and desist issuing letters of sewer availability within IHCD's service territory. Copies of MCD's 4-25-97 notice to IHCD were also sent to the Indiana Department of Environmental Management, GSD, and officials from the Town of Merrillville including the Planning Commission and the Town Manager.

13. On or about 4-28-99 Plaintiff MCD made a 2.75 million dollar ($2,750,000) settlement demand on Defendant IHCD to resolve all of MCD's claims of monies past due from Defendant IHCD for IHCD's proportionate share of GSD's and MCD's total operation and maintenance (including replacement) costs under MCD's and IHCD's 8-3-77 "AGREEMENT".

14. On or about 5-12-99 Defendant IHCD made a $1,042,032.23 counter-offer of settlement to Plaintiff MCD to resolve all of MCD's claims of monies past due from Defendant IHCD for IHCD's proportionate share of GSD's and MCD's total operation and maintenance (including replacement) costs under MCD's and IHCD's 8-3-77 "AGREEMENT".

15. *On or about 8-25-99 for the first time since MCD's and IHCD's 8-3-77* "AGREEMENT", Plaintiff MCD and Defendant IHCD entered a new contract, which was entitled

"IHCD AND MCD MUTUAL LETTER OF INTENT". *See*, attached **PLAINTIFF'S EXHIBIT B.**

16. Among other things, Plaintiff's and Defendant's 8-25-99 "IHCD AND MCD MUTUAL LETTER OF INTENT" provided that:

A. IHCD would pay MCD the sum of $1.6 million to resolve any and all of IHCD's past treatment charges and capital costs owed to MCD through 12-31-98;

B. IHCD would within 30 days from entering the Letter of Intent pay $500,000 to MCD and no further payments would be due from IHCD "...until such time as the parties enter a new written contract." IHCD's $1.1 million dollar balance due is to accrue interest at a rate of 8% and was to be paid to MCD pursuant to semi-annual payments due according to a three year Amortization Schedule attached to the Letter of Intent.

The Letter of Intent recognized that IHCD's payments due under the Amortization Schedule might be delayed past the due dates stated in the Amortization Schedule because of delay in entering a final written contract, but provided the $1.1 million dollar balance due would continue to accrue interest at a rate of 8% during any period of delay.

C. IHCD and MCD agreed that IHCD currently has purchased 1.32 million gallons of average daily wastewater capacity from MCD and 3.3 million gallons of peak capacity in MCD's wastewater facilities.

D. MCD agreed MCD would not oppose IHCD's grants of sewer availability to five named entities (Nilo Corp., Wiseway, Peachtree, Sand Ridge Bank and Prium), which were to be awarded a total of 415,521 gallons average daily wastewater capacity and 1,622,990 gallons of peak capacity.

For these five entities MCD specifically agreed to not oppose IHCD's grants of sewer availability to any governmental entity, including IDEM, GSD and the Town of Merrillville Planning Commission.

E. MCD and IHCD acknowledged being in the process of "...drafting and negotiating a new Wastewater Transportation and Treatment Agreement, which they intend to enter as evidenced by this Letter of Intent." MCD and IHCD indicated it was their intent to prepare and enter a new contract by 2-21-00, which was 180 days from the date of their 8-25-99 Mutual Letter of Intent.

MCD and IHCD agreed that "...[b]efore a new contract can be finalized..." certain engineering questions regarding the accuracy of the wastewater flow metering of IHCD's

wastewater into MCD's system had to be resolved. To settle the flow metering accuracy issues IHCD and MCD agreed to "...enter into a joint agreement with ADS Corporation concerning the inspection and calibration..." of MCD's and IHCD's flow meters with each district paying fifty percent (50%) of ADS's charges.

The 8-25-99 "IHCD and MCD Mutual Letter of Intent" specifically provides:

* * *

"IHCD and MCD in conjunction with ADS and the professional staff of each District will establish a precise method/formula to accurately and precisely determine IHCD's total flow into MCD's system."

* * *

F. MCD and IHCD also agreed "...to exercise good faith to expeditiously resolve all outstanding issues so they can expeditiously finalize a new "WASTEWATER TRANSPORTATION AND TREATMENT AGREEMENT".

PLAINTIFF'S EXHIBIT B.

17. On or about 9-29-99, Defendant IHCD paid $500,000 to Plaintiff MCD per the 8-25-00 "IHCD and MCD Mutual Letter of Intent", leaving a $1.1 million dollar ($1,100,000) balance due and owing to MCD by IHCD accruing 8% interest.

18. ***Hamlin v. Steward,*** 622 N.E.2d 535 (Ind.App. 1993) held that Indiana contract law defines a "condition precedent" and states a standard governing the responsibility of contracting parties duty to perform conditions precedent:

* * *

A condition is an event which qualifies a duty under an existing contract. *See Restatement (Second) of Contracts* § 224, at 160 (1981). ***However, it is the rule in Indiana that 'a party may not rely on the failure of a condition precedent to excuse performance where that party's action or inaction caused the condition to be unfulfilled.'*** *Kokomo Veterans, Inc. v. Schick* (1982), Ind.App., 439 N.E.2d 639, 645, *trans. denied* (citing *Billman v. Hensel* (1979), 181 Ind.App. 272, 275, 391 N.E.2d 671, 673). ***Where a debt exists and payment is postponed until the occurrence of a contingency which does not happen, the law requires that payment be made within a reasonable time.*** *See Prell v. Trustees of Baird & Warner*

> *Mortgage and Realty* (1979), 179 Ind.App. 642, 651, 386 N.E.2d 1221, 1228, *trans. denied.* Thus, while the Stewards retain exclusive control over when the condition will be fulfilled, they do not have an unlimited time within which to satisfy the condition before the Note becomes due.
>
> [Emphasis Added]

622 N.E.2d at 540.

19. The 8-25-99 "IHCD and MCD Mutual Letter of Intent" was a valid and enforceable contract, which contained the following three conditions precedent governing the time at which Defendant IHCD would actually begin making payments to Plaintiff MCD on the $1.1 million dollars ($1,100,000) balance due to MCD from IHCD:

> **A.** IHCD and MCD were supposed to jointly hire and pay ADS Environment Services to conduct a flow study and to recommend a flow metering procedure, which MCD and IHCD would incorporate into their new Wastewater Transportation and Treatment Agreement;
>
> **B.** MCD was supposed to refrain from opposing IHCD's grants of sewer availability to five named entities (Nilo Corp., Wiseway, Peachtree, Sand Ridge Bank and Prium), to whom IHCD was awarding a total of 415,521 gallons average daily wastewater capacity and 1,622,990 gallons of peak capacity; and, for these five entities MCD was to specifically refrain from opposing IHCD's grants of sewer availability to any governmental entity, including IDEM, GSD and the Town of Merrillville Planning Commission; and,
>
> **C.** MCD and IHCD were supposed to expeditiously and in good faith negotiate and enter a new Wastewater Transportation and Treatment Agreement.

20. On or about 8-26-99 MCD, IHCD and ADS Environmental Services entered a ten page "AGREEMENT", which was drafted by ADS and provided that ADS would "...perform Flow Meter Inspection & Verification Services..." for MCD and IHCD.

21. On or about 10-26-99 IHCD's Chairperson, Margaret A. Uzelac, wrote a letter to MCD's Chairperson, Paul L. Volk, asking MCD to submit a proposed new contract to IHCD per the 8-25-00 "IHCD and MCD Mutual Letter of Intent".

22. On 12-21-99 MCD transmitted MCD's proposed 88 page "Wastewater Transportation and Treatment Agreement Between the Merrillville Conservancy District and the Independence Hill Conservancy District" with attached Exhibits to IHCD. IHCD rejected the terms of MCD's 12-21-99 proposed Agreement.

23. On or about 1-10-00 IHCD issued a "FORM 5.4, Preliminary Determination of [Sewer] Availability" to Sand Ridge Bank Trust No. 13-7703 (Estate of Helma G. Kolling, Deceased), promising to provide 20,000 gallons of average daily wastewater flow capacity and 80,000 gallons of peak flow capacity. Per the 8-25-99 "IHCD and MCD Mutual Letter of Intent", this Sand Ridge Bank Trust was one of the five entities for which MCD specifically agreed to not oppose IHCD's grant of sewer availability to any governmental entity, including IDEM, GSD and the Town of Merrillville Planning Commission; and, MCD has not opposed IHCD's promise of sewer availability for this Sand Ridge Bank Trust to any government entity.

24. On or about 6-5-00 IHCD transmitted IHCD's proposed 55 page "Wastewater Transportation and Treatment Agreement Between the Merrillville Conservancy District and the Independence Hill Conservancy District". MCD rejected the terms of IHCD's 12-21-99 proposed Agreement.

25. On or about 7-26-00 ADS Environmental Services completed and transmitted to MCD and IHCD a rough draft of ADS's "MCD and IHCD Flow Meter Verification Report", which ADS prepared for the Boards of Directors of IHCD and MCD per the 8-25-99 "IHCD and MCD Mutual Letter of Intent" and the 8-26-99 "Agreement" between MCD, IHCD and ADS Environmental Services. Due to extremely dry weather conditions occurring after 8-26-99 and a consequent lack of peak flows, it took ADS much longer than originally anticipated to complete the rough draft of

ADS's "MCD and IHCD Flow Meter Verification Report".

26. On 8-8-00 MCD transmitted MCD's proposed 99 page "Wastewater Transportation and Treatment Agreement Between the Merrillville Conservancy District and the Independence Hill Conservancy District" with attached Exhibits to IHCD. IHCD rejected the terms of MCD's 8-8-00 proposed Agreement.

27. On or about 10-24-00 ADS Environmental Services completed and transmitted to MCD and IHCD a final draft of ADS's "MCD and IHCD Flow Meter Verification Report", which ADS prepared for the Boards of Directors of IHCD and MCD per the 8-25-99 "IHCD and MCD Mutual Letter of Intent" and the 8-26-99 "Agreement" between MCD, IHCD and ADS Environmental Services.

Among other things, the ADS final report contains ADS's flow monitoring records showing that from 4-20-00 through 4-22-00 IHCD's total wastewater flow into MCD's wastewater facilities exceeded IHCD's 3.3 million gallon contractual peak flow capacity limit into MCD's system and was as high as 4.5 million gallons for almost a full day. ADS's flow measurements for the period from 4-20-00 through 4-22-00 were verified by MCD's and IHCD's flow meters.
See, attached PLAINTIFF'S EXHIBIT C, which is an AFFIDAVIT OF JAMES J. FLORA, JR.

28. On or about 11-15-00 Defendant IHCD informed Plaintiff MCD that IHCD was canceling IHCD's promise of 31,000 gallons of average daily sewer availability previously extended to Prium Construction; and, that IHCD planned to grant Prium Construction's sewer capacity to a different developer in IHCD's territory. Per the 8-25-99 "IHCD and MCD Mutual Letter of Intent", Prium Construction was one of the five entities for which MCD specifically agreed to not oppose IHCD's grant of sewer availability to any governmental entity, including IDEM, GSD and the Town

of Merrillville Planning Commission; and, MCD has not opposed IHCD's transfer of sewer availability from Prium to another developer to any government entity.

29. On or about 11-22-00 Plaintiff MCD's counsel and Defendant IHCD's counsel completed a rough draft of Defendant IHCD's proposed 11-22-00 "Wastewater Transportation and Treatment Agreement Between the Merrillville Conservancy District and the Independence Hill Conservancy District", which was transmitted to Defendant IHCD's accountant and engineer and to Plaintiff MCD's engineer.

Defendant IHCD's counsel instructed MCD's counsel to not transmit IHCD's 11-22-00 rough draft of a proposed new Agreement until IHCD's Board of Directors reviewed the document and officially approved it for transmission to MCD as a formal document containing IHCD's offer to MCD for a new Agreement. IHCD's Board of Directors never formally transmitted the 11-22-00 rough draft of a new Agreement to MCD as containing IHCD's offer of a new Agreement.

30. On or about 2-22-01 Plaintiff MCD issued a CAPACITY CERTIFICATION/ ALLOCATION LETTER to IDEM showing MCD's agreement to accept an additional 48,500 gallons of average daily wastewater capacity, which will be generated by a sewer extension in IHCD's territory being constructed by "Wiseway - Twin Acres - Phase III - Unit 1". MCD's Capacity/Certification Letter to IDEM was issued in response to IDEM's request to MCD, which was triggered by Wiseway's application submitted to IDEM for a sanitary sewer construction permit in IHCD's territory.

Per the 8-25-99 "IHCD and MCD Mutual Letter of Intent", "Wiseway - Twin Acres - Phase III - Unit 1", was one of the five entities for which MCD specifically agreed to not oppose IHCD's grant of sewer availability to any governmental entity, including IDEM, GSD and the Town of

Merrillville Planning Commission; and, MCD has not opposed IHCD's promise of sewer availability for Wiseway, to any government entity.

31. On or about 3-12-01 Plaintiff MCD's Board of Directors and Defendant IHCD's Board of Directors held a closed executive session meeting of the two Boards to discuss pending legal issues between MCD and IHCD. IHCD's Board indicated it was considering submitting a new contract proposal to MCD, which was different than IHCD's 11-20-00 draft Agreement; and, that IHCD would transmit IHCD's new contract proposal to MCD when IHCD completed a proposal. Through the date of the filing of this Complaint IHCD has not transmitted an updated new contract proposal to MCD.

32. On or about 7-11-01 Plaintiff MCD issued a CAPACITY CERTIFICATION/ ALLOCATION LETTER to IDEM showing MCD's agreement to accept an additional 118,650 gallons of average daily wastewater capacity, which will be generated by a sewer extension in IHCD's territory being constructed by "Peachtree Partners, LLC". MCD's Capacity/Certification Letter to IDEM was issued in response to IDEM's request to MCD, which was triggered by Peachtree Partners, LLC's application submitted to IDEM for a sanitary sewer construction permit in IHCD's territory.

Per the 8-25-99 "IHCD and MCD Mutual Letter of Intent", "Peachtree Partners, LLC", was one of the five entities for which MCD specifically agreed to not oppose IHCD's grant of sewer availability to any governmental entity, including IDEM, GSD and the Town of Merrillville Planning Commission; and, *MCD has not opposed IHCD's promise of sewer availability for "Peachtree* Partners, LLC", to any government entity.

33. On 10-11-01 Plaintiff MCD transmitted to Defendant IHCD MCD's 10-10-01proposed

110 page "Wastewater Transportation and Treatment Agreement Between the Merrillville Conservancy District and the Independence Hill Conservancy District" including attached Exhibits. This proposed MCD Agreement contains the flow metering procedure for determining IHCD's wastewater flow into MCD's facilities, which was recommended by ADS Environmental Systems and approved by MCD's and IHCD's engineers. Defendant IHCD has rejected the terms of Plaintiff MCD's 10-11-01 proposed Agreement.

34. Plaintiff MCD contends there is no good faith basis existing for Defendant IHCD to refuse to enter MCD's proposed 110 page "Wastewater Transportation and Treatment Agreement Between the Merrillville Conservancy District and the Independence Hill Conservancy District" with attached Exhibits, which was transmitted to IHCD on 10-11-01.

35. Plaintiff MCD contends that MCD has presented Defendant IHCD with numerous proposals of new Wastewater Transportation and Treatment Agreements in good faith, but IHCD has rejected every MCD offer and has failed to exercise good faith by failing to enter a new Wastewater Transportation and Treatment with MCD.

36. Defendant IHCD has breached the provision of the 8-25-99 "IHCD and MCD Mutual Letter of Intent", providing that Plaintiff MCD and IHCD would "...exercise good faith to expeditiously resolve all outstanding issues so they can expeditiously finalize a new "WASTEWATER TRANSPORTATION AND TREATMENT AGREEMENT".

37. Plaintiff MCD contends that per the 8-25-99 "IHCD and MCD Letter of Intent" all of *the conditions precedent, which were supposed to trigger IHCD's duty to tender payment to* MCD on the $1.1 million dollar ($1,100,000) balance due to MCD from IHCD plus interest, have been met except for the condition precedent that MCD and IHCD would in good faith negotiate and enter a

new Wastewater Transportation and Treatment Agreement.

38. Plaintiff MCD has engaged in negotiations with Defendant IHCD and has in good faith transmitted to Defendant IHCD good faith written offers dated *12-21-99, 8-8-00 and 10-10-01 to* enter a new "WASTEWATER TRANSPORTATION AND TREATMENT AGREEMENT", but IHCD has failed to exercise good faith by negotiating and entering a new Wastewater Transportation and Treatment Agreement in breach of the 8-25-99 "IHCD and MCD Mutual Letter of Intent".

39. Defendant IHCD cannot use IHCD's failure to exercise good faith in IHCD's performance of a contractual condition precedent, as demonstrated by IHCD's refusal to enter a new Wastewater Transportation Agreement with Plaintiff MCD, to excuse IHCD's failure to make timely payments to MCD per the 8-25-99 "IHCD and MCD Mutual Letter of Intent". *See supra, Hamlin v. Steward*, 622 N.E.2d 535, 540 (Ind.App. 1993).

40. According to the 8-25-99 "IHCD MCD Mutual Letter of Intent", Defendant IHCD was supposed to pay 8% annual interest on the $1.1 million dollar ($1,100,000) balance due after IHCD's payment of the initial $500,000, by making five (5) payments to MCD of $207,355.50 and a sixth and final payment of $207,355.47. According to the "AMORTIZATION SCHEDULE" attached to the Letter of Intent IHCD's first payment was due on 12-31-99 and IHCD's final payment was due on 6-30-02. Through the date of this Complaint IHCD has breached the contractual provisions of the Letter of Intent by not making the 12-31-99, 6-30-00, 12-31-00 or 6-30-01 payments provided for by the Letter of Intent and the attached "AMORTIZATION SCHEDULE". *See*, attached copy of ***PLAINTIFF'S EXHIBIT B***.

41. Plaintiff MCD contends that if Defendant IHCD had made payments to MCD as required by the 8-25-99 "IHCD and MCD Mutual Letter of Intent" IHCD would have made payments to

MCD in the amount of $207,355.50 each on 12-31-99, 6-30-00, 12-31-00 or 6-30-01; and, that IHCD would currently have a balance due of $391,029.06.

42. Plaintiff MCD contends, that according to the 8-25-99 "MCD and IHCD Mutual Letter of Intent", as of 6-30-01 Defendant IHCD owed to MCD a total of $1,269,764.12 in outstanding principal and interest; that as of 6-30-01 IHCD owed to MCD a total of $878,735.06 in delinquent payments of principal and interest according to the "AMORTIZATION SCHEDULE" attached to the Letter of Intent; that in addition to the money owed to MCD per the Letter of Intent IHCD owes MCD an additional $226,112.53 in true-up costs for the years 1999 and 2000 because IHCD underpaid IHCD's proportionate share of MCD's operation and maintenance (including replacement) costs by that amount; and, that additional interest has accrued at the rate of 8% and will continue to accrue on IHCD's total delinquency owed to MCD until the entire delinquency is paid in full.

On or about 11-2-01 Defendant IHCD made a $250,000 payment to Plaintiff MCD to be credited against monies IHCD owes to MCD. After crediting this payment against the monies IHCD owes to MCD, ***as of 12-31-01 IHCD will owe to MCD a total outstanding balance of $1,295,722.78 plus an additional $238.99 per day in interest through and including 6-30-02.***

WHEREFORE, Plaintiff MCD prays that a judgment be entered against Defendant IHCD finding that:

A. The 8-25-99 "IHCD and MCD Mutual Letter of Intent" was a valid and enforceable contract supported by offer, acceptance and consideration.

B. Defendant IHCD has breached the 8-25-99 "MCD and IHCD Mutual Letter of Intent" by failing to meet IHCD's contractual duty negotiate in good faith and enter and new "Wastewater Transportation and Treatment Agreement" with Plaintiff MCD;

C. Defendant IHCD has breached the 8-25-99 "MCD and IHCD Mutual Letter of Intent" by failing to make contractually required payments due to MCD pursuant to the

"AMORTIZATION SCHEDULE" attached to the Letter of Intent;

D. In addition to the money owed to MCD per the Amortization Schedule attached to the Letter of Intent, Defendant IHCD has breached the 8-25-99 "MCD and IHCD Mutual Letter of Intent" by accruing an additional $226,112.53 delinquency owed to MCD in true-up costs for the years 1999 and 2000;

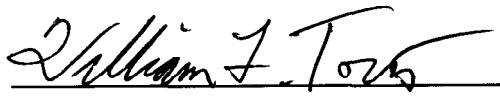
E. ***As of 12-31-01 Defendant IHCD owes MCD a total of $1,295,722.78 plus an additional $238.99 per day in interest through and including 6-30-02.***

F. Interest will continue to accrue on Defendant IHCD's total debt to Plaintiff MCD at the rate of 8% after 6-30-02, but at a higher daily interest rate for each six (6) month period thereafter.

G. Plaintiff MCD is entitled to ***a judgment of $1,295,722.78 against Defendant IHCD of plus an additional $238.99 per day in interest through and including 6-30-02, plus interest at a rate of 8% thereafter;*** and,

H. Plaintiff MCD is entitled to all other relief just and proper in the premises.

Respectfully submitted,



William L. Touchette,
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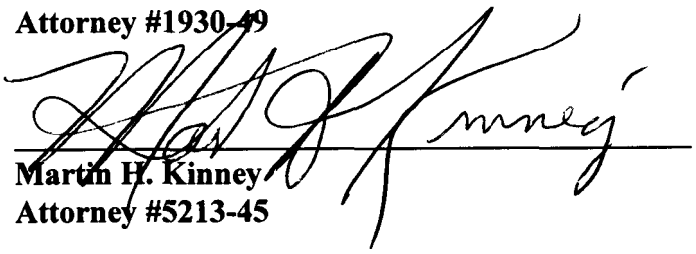


Martin H. Kinney
Attorney #5213-45

Attorneys for Plaintiff Merrillville Conservancy District, by the District's Board of Directors

<u>COUNT II</u>

Plaintiff MCD's Requests a Judgment of Specific Performance of the Terms of the 8-25–99 "IHCD and MCD Mutual <u>Letter of Intent" Against Defendant IHCD</u>

43. Plaintiff MCD hereby incorporates by references all of the allegations and requests for relief stated above in Count I.

44. Plaintiff MCD contends that Indiana law defines a "contract" as follows:

* * *

> ***A contract is based upon an "offer and acceptance" and consideration--an offer must be extended and the offeree must accept it, the communication of acceptance being crucial.*** *Herald Telephone v. Fatouros* (1982), Ind.App., 431 N.E.2d 171, 174. Also essential to the formation of a contract is a "meeting of minds" of the contracting parties: the parties must have the same intent. *Wagoner v. Joe Mater & Associates, Inc.,* (1984), Ind.App., 461 N.E.2d 706, 708. Thus, ***a "meeting of minds" must occur, and an offer must be made; once it is accepted, a contract is formed.***
>
> When interpreting a contract, the "cardinal rule" is to determine the parties' intent from their present and past business dealings. *Wallace v. Rogier*, (1979), 182 Ind.App. 303, 395 N.E.2d 297, 301...

* * *

Bain v. Board of Trustees of Starke Mem. Hosp., 550 N.E.2d 106, 110 (Ind.App. 1990).

* * *

The Restatement (Second) of Contracts § 24 at 71 defines an ***offer*** as:

> ***'[T]he manifestation of willingness to enter into a bargain, so made as to justify another person in understanding that his consent to that bargain is invited and will conclude it.'***

* * *

Barnum v. Review Board of Ind. Emp. Sec. Div., 478 N.E.2d 1243 (Ind.App. 1985).

46. On or about 8-19-99 Defendant IHCD's Board of Directors by a majority vote taken at a public meeting approved, signed and transmitted the "IHCD and MCD Mutual Letter of Intent" to Plaintiff MCD's representatives as IHCD's written "offer" to enter a contract with MCD.

47. Indiana law provides that a party may "accept" another party's "offer" to enter a contract, as follows:

> * * *
>
> ***At common-law, 'for an offer and an acceptance to constitute a contract, the acceptance must meet and correspond with the offer in every respect***, neither falling within nor going beyond the terms proposed, but exactly meeting (those terms) at all points and closing with them just as they stand.' *Gates v. Petri,* (1957) 127 Ind.App. 670, 143 N.E.2d 293, 297....
>
> * * *

Uniroyal, Inc., v. Chambers Gasket & Mfg. Co., 380 N.E.2d 571, 575 (Ind.App. 1978).

Additionally, Indiana's appellate courts have held that:

> * * *
>
> ***An acceptance must be evidenced by some overt act and must be communicated to the offeror.*** *Young v. Bryan,* (1977) Ind.App., 368 N.E.2d 1. The acceptance may be expressed by acts which manifest the acceptance. Id.
>
> * * *

Herald Telephone v. Fatouros, 431 N.E2d 171, 176 (Ind.App. 1982).

48. On or about 8-25-99 Plaintiff MCD's Board of Directors by a unanimous vote taken at a public meeting accepted, approved and signed IHCD's 8-19-99 offer to enter the "IHCD and MCD Mutual Letter of Intent" without making any changes to IHCD's 8-19-99 offer. On or about 8-26-99 Plaintiff MCD communicated MCD's acceptance of IHCD's 8-19-99 offer by transmitting to IHCD a signed and fully executed copy of the "IHCD and MCD Mutual Letter of Intent".

49. Indiana law provides that consideration is an essential element of every contract. *Alber v. Standard Heating and Air Cond. Inc.*, 476 N.E.2d 507 (Ind.App. 1985).

50. Indiana contract law follows the following definition of "consideration":

* * *

> [C]onsideration in the form of money is not essential to a binding contract. [citations omitted] ***A mere promise is sufficient as consideration if it is the result of a bargained for exchange.*** [citations omitted] ***Moreover, a benefit to the promisor or a detriment to the promisee is sufficient as consideration.*** [citations omitted] ***'The doing of an act by one at the request of another which may be a detrimental inconvenience, however slight, to the party doing it or may be a benefit, however slight, to the party at whose request it is performed, is legal consideration for a promise by such requesting party.'*** *Harrison-Floyd Farm Bureau Coop. Ass'n v. Reed,* (1989), Ind.App., 546 N.E.2d 855, 857 (citing *Herrera v. Collection Serv. Inc.* (1982), Ind.App., 441 N.E.2d 981).

Monarch Beverage Co., Inc. v. Indiana Dept. Rev., 589 N.E.2d 1209, 1212 (Ind.Tax 1992).

51. Plaintiff MCD has tendered the following definite and ascertainable consideration completely fulfilling MCD's consideration required according to the 8-25-99 "IHCD and MCD Mutual Letter of Intent":

A. On or about 4-28-99 Plaintiff MCD made a $2.75 million dollar ($2,750,000) settlement demand on Defendant IHCD to resolve all of MCD's claims of monies past due from Defendant IHCD under MCD's and IHCD's 8-3-77 "AGREEMENT" Plaintiff, but under the 8-25-99 "IHCD and MCD Mutual Letter of Intent" MCD abandoned all of MCD's claims against Defendant IHCD in excess of $1.6 million dollars ($1,600,000);

B. Despite having opportunity to object, per the 8-25-99 "IHCD and MCD Mutual Letter of Intent", Plaintiff MCD has not opposed IHCD's grants of sewer availability to the five named entities (Nilo Corp., Wiseway, Peachtree, Sand Ridge Bank and Prium), which were awarded a total of 415,521 gallons average daily wastewater capacity and 1,622,990 gallons of peak capacity. Despite having opportunity to remonstrate, for these five entities MCD has specifically not opposed IHCD's grants of sewer availability to any governmental

entity, including IDEM, GSD and the Town of Merrillville Planning Commission.

C. Per the 8-25-99 "IHCD and MCD Mutual Letter of Intent" on or about 8-26-99 Plaintiff MCD entered an Agreement with ADS Environmental Services and Defendant IHCD for ADS to perform a flow study and to recommend a flow monitoring procedure for monitoring IHCD's wastewater flowing into MCD's facilities; and, Plaintiff MCD paid one-half of the cost for ADS to perform;

D. Per the 8-25-99 "IHCD and MCD Mutual Letter of Intent" Plaintiff MCD has in good faith submitted several offers to Defendant IHCD of proposed new "Wastewater Transportation and Treatment Agreements Between MCD and IHCD" dated 12-21-99, 8-8-00 and 10-11-01, which have all been rejected by IHCD.

52. Although Defendant IHCD has tendered $750,000 to Plaintiff MCD per the 8-25-99 "IHCD and MCD Mutual Letter of Intent", IHCD has failed to exercise good faith in negotiating and entering a new "Wastewater Transportation and Treatment Agreement Between MCD and IHCD"; and as of 12-31-01 Defendant IHCD will have accrued a total of $1,295,722.78 in delinquent payments.

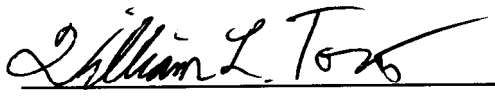
WHEREFORE, Plaintiff MCD prays that a judgment of specific performance be entered against Defendant IHCD as follows:

A. Defendant IHCD's Board should be ordered to approve and enter the new "Wastewater Transportation and Treatment Agreements Between MCD and IHCD", which MCD transmitted to IHCD on 10-11-01;

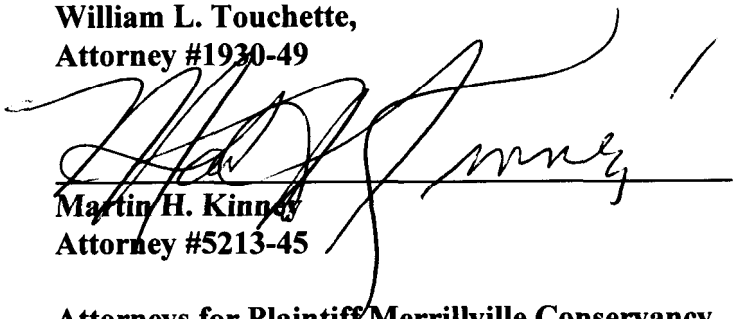
B. *Defendant IHCD should be ordered to immediately pay to MCD all past due* payments which have accrued since the parties entered the 8-25-99 "IHCD and MCD Mutual Letter of Intent; and,

C. Plaintiff MCD is entitled to all other relief just and proper in the premises.

Respectfully submitted,



William L. Touchette,
Attorney #1930-49



Martin H. Kinney
Attorney #5213-45

Attorneys for Plaintiff Merrillville Conservancy District, by the District's Board of Directors

COUNT III

This Court Should Issue a Permanent Injunction Against Defendant IHCD Prohibiting IHCD from Issuing any Additional Letters of Sewer Availability To any Entity because IHCD has Exhausted all of IHCD's Contractual Capacity with MCD

53. Plaintiff MCD hereby incorporates by reference all of the allegations and requests for relief stated above in Counts I, and II above;

54. I.C. 34-26-1-5 is entitled, **"Injunction to restrain act or proceeding; modification of injunction"** and it provides in relevant part:

(a) This section applies:

> (1) when it appears by the complaint that the plaintiff is entitled to the relief demanded, and the relief or any part of the relief consists in restraining the commission or continuance of some act, the commission or continuance of which, during the litigation, would produce great injury to the plaintiff;
>
> *(2) when, during the litigation, it appears that the defendant is:*
> (A) doing;
> (B) threatening;
> (C) about to do; or
> (D) procuring or suffering to be done;

> some act in violation of the plaintiff's rights, respecting the subject of the action, and tending to render the judgment ineffectual; ...
>
> * * *
>
> (b) An injunction may be granted to restrain an act or proceeding described in subsection (a) until the further order of the court. The injunction may, afterwards, be modified upon motion.

I.C. 34-26-1-5.

* * *

I.C. 34-26-1-9 is entitled, **"Terms and conditions of injunction"** and it provides:

> Upon the granting...of an injunction, such terms and conditions may be impose upon the party obtaining the injunction that are considered equitable.

55. I.C. 34-26-1-7 is entitled, "Complaint verified by affidavit; time for granting injunction", and it provides:

> In all applications for an injunction, the complaint or as much of the complaint as pertains to the acts or proceedings to be enjoined, must be verified by affidavit. ***The injunction may be granted at the time of commencing the action, or at any time afterwards before judgment is rendered in the proceeding.***

I.C. 34-26-1-7.

56. In support of MCD's request for a permanent injunction Plaintiff MCD is submitting the ***AFFIDAVIT OF JAMES J. FLORA, JR., Ph.D., P.E., attesting to the fact that on fifteen (15) enumerated days Defendant IHCD's peak wastewater into MCD's wastewater facilities exceeded 3.3 million gallons.*** *See*, attached **PLAINTIFF'S EXHIBIT C**, which is an AFFIDAVIT OF JAMES J. FLORA, JR.

Plaintiff MCD further contends that ADS Environmental Services' 10-24-00 final draft of the "MCD and IHCD Flow Meter Verification Report" prepared for MCD's and IHCD's Boards of

Directors shows that ADS measured IHCD's peak flow entering MCD's facilities at about 4.5 million gallons for a period of about one day.

58. Plaintiff MCD alleges that Defendant IHCD's peak flows into MCD's wastewater facilities, which are referred to above in rhetorical paragraphs 54 and 55, breach IHCD's contractual 3.3 million gallon peak flow capacity limitation into MCD's system established by the 8-25-99 "IHCD and MCD Mutual Letter of Intent", and encroach on sewer capacity that MCD has reserved for customers within MCD's service territory. *See*, attached **PLAINTIFF'S EXHIBIT C at p. 2, paragraph #3.**

59. Upon information and belief Plaintiff MCD contends, that in violation of Defendant IHCD's capacity limitations into MCD's system established by the 8-25-99 "IHCD and MCD Mutual Letter of Intent", Defendant IHCD has and is continuing to issue letters of sewer availability to real estate developers who intend to construct sanitary sewer extensions within IHCD's service territory, which will increase IHCD's peak wastewater flows entering MCD's system by even greater amounts that IHCD's current peaks.

WHEREFORE, Plaintiff MCD prays that the Court issue a permanent injunction against Defendant IHCD:

A. Finding that according to the 8-25-99 "IHCD and MCD Mutual Letter of Intent" Defendant IHCD currently has purchased 3.3 million gallons of peak capacity from Plaintiff MCD;

B. Finding that Defendant IHCD's peak sewage flows into Plaintiff MCD's system have violated IHCD's 3.3 million peak capacity limit in MCD's system on the fifteen (15) ***enumerated days specified in*** the attached *AFFIDAVIT OF JAMES J. FLORA, JR., which* is marked as **PLAINTIFF'S EXHIBIT C**;

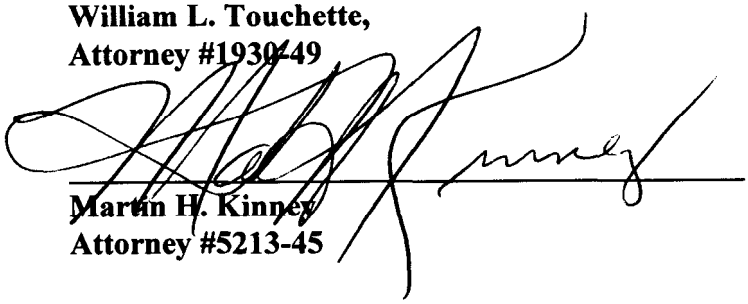
C. Ordering Defendant IHCD to rescind any letters of sewer availability or comparable documents issued to any person or entity after 8-25-99, which promised IHCD

would provide sewer availability to any person or entity not specifically mentioned in the 8-25-99 "IHCD and MCD Mutual Letter of Intent"; and

D. Ordering Defendant IHCD to refrain from issuing any further letters of sewer availability or comparable documents issued to any person or entity without the express written consent of Plaintiff MCD.

Respectfully submitted,

William L. Touchette,
Attorney #1930-49



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COUNT IV

In the Alternative, the Terms of the 8-25–99 "IHCD and MCD Mutual Letter of Intent" Are Enforceable in Equity Due to MCD's Detrimental Reliance on IHCD's Promises and Actions Undertaken under Color of the Letter of Intent

60. Plaintiff MCD hereby incorporates by reference all of the allegations and requests for relief stated above in Counts I, II and III above.

61. Indiana courts may under the proper circumstances employ the following equitable doctrine of promissory estoppel to grant a party relief:

* * *

> '***[E]stoppel*** is a concept grounded in fairness, and a claim of estoppel may properly be considered whenever a ***party*** is alleged to have ***actively participated in the creation of a misperception of fact or mistaken belief of which it then seeks to take unfair advantage.'*** *Premier Investments v. Suites of America, Inc.*, 630 N.E.2d

> 232, 239 (Ind.Ct.App.1994), rev'd on other grounds, 644 N.E.2d 124 (Ind.1994). "[U]se of this doctrine is not limited to circumstances involving an actual or false representation or concealment of an existing material fact." *Levin v. Levin*, 645 N.E.2d 601, 604 (Ind.1994). ...***[E]quitable estoppel is a remedy available if one party through his course of conduct knowingly misleads or induces another party to believe and act upon his conduct in good faith without knowledge of the facts.'*** *Levin, supra*, at 604....
>
> * * *
>
> The Restatement (Second) of Contracts § 90 provides:
>
> A promise which the promisor should reasonably expect to induce action or forbearance on the part of the promisee or a third person and which does induce such action or forbearance is binding if injustice can be avoided only by enforcement of the promise. The remedy granted for breach may be limited as justice requires.
>
> That section has been approved and applied by the Indiana Court of Appeals ... and is today adopted by this Court.
>
> ***The doctrine of promissory estoppel encompasses the following elements: (1) a promise by the promisor (2) made with the expectation that the promisee will rely thereon (3) which induces reasonable reliance by the promisee (4) of a definite and substantial nature and (5) injustice can be avoided only by enforcement of the promise ... Thus, a promisor who induces a substantial change of position by the promisee in reliance upon the promise is estopped to deny enforceability of the promise.*** The reason for the doctrine is to avoid an unjust result in that justice and fair dealing require that one who acts to his detriment on the faith of a promise should be protected by estopping denial of that promise.

Weinig v. Weinig, 674 N.E.2d 991 (Ind.App. 1996).

62. Plaintiff MCD contends that under the circumstances of this case the doctrine of promissory estoppel must be applied to strictly enforce the provisions of the 8-25-99 "IHCD and MCD Mutual Letter of Intent" against Defendant IHCD because MCD has detrimentally and substantially changed MCD's position on the following matters in reliance on IHCD's promises contained in the Letter of Intent:

A. But for IHCD's promises contained in the 8-25-99 Letter of Intent, Plaintiff MCD would have vigorously remonstrated and opposed IHCD's grant of sewer availability to the five entities named in the Letter of Intent; and, at this point in time Plaintiff MCD cannot remonstrate against those grants of sewer availability because they are completed transactions;

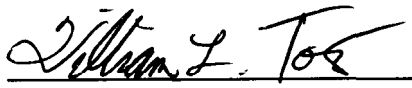
B. But for Defendant IHCD's promises contained in the 8-25-99 Letter of Intent, Plaintiff MCD would not have entered the 8-26-99 Agreement with ADS Environmental Services and Defendant IHCD commissioning ADS to conduct a wastewater flow and meter verification study for IHCD, which was completed at great cost to MCD; and,

C. But for Defendant IHCD's promises contained in the 8-25-99 Letter of Intent, Plaintiff MCD would not have expended substantial amounts of money on the professional services which were necessary to attempt to negotiate a new Agreement with IHCD and to prepare and present IHCD with several written drafts of proposed new Agreements.

WHEREFORE, Plaintiff MCD pray that a judgment be entered against Defendant IHCD finding that:

> **A.** Plaintiff MCD is entitled to specific enforcement of the terms of the 8-25-99 "IHCD and MCD Mutual Letter of Intent" against Defendant IHCD under the doctrine of promissory estoppel;
>
> **B.** Defendant IHCD's Board should be ordered to approve and enter the new "Wastewater Transportation and Treatment Agreements Between MCD and IHCD", which MCD transmitted to IHCD on 10-11-01;
>
> **C.** Defendant IHCD should be ordered to immediately pay to MCD all past due payments of principal and interest due under the 8-25-99 "IHCD and MCD Mutual Letter of Intent; and,
>
> **D.** Plaintiff MCD is entitled to all other relief just and proper in the premises.

Respectfully submitted,



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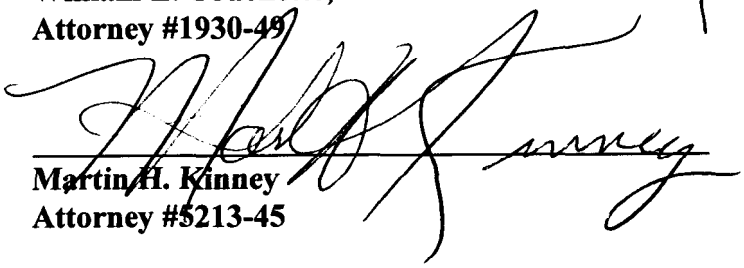

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COUNT V

In the Alternative, if the 8-25-99 "IHCD and MCD Mutual Letter of Intent" is Unenforceable for any Reason, then Defendant IHCD has Breached Plaintiff MCD's and IHCD's 8-3-77 "AGREEMENT" and Plaintiff MCD is Entitled to Receive $3,539,390 in Damages from Defendant IHCD Plus Pre and Post Judgment Interest

63. Plaintiff MCD hereby incorporates by reference all of the allegations and requests for relief stated above in Counts I, II, III and IV above.

64. Plaintiff MCD's and Defendant IHCD's 8-3-77 "AGREEMENT" contains the following provision whereby raises in GSD's charges to MCD for the cost of accepting and treating MCD's and Defendant IHCD's wastewater, were to automatically result in a proportionate increase in MCD's charges to IHCD:

* * *

> "8. The ***IHCD agrees to pay the MCD for handling of [IHCD's] sewage*** the sum of Four Hundred Thirty-five ($435.00) Dollars per million gallons of sewage as measured by the meter. ***The rate of compensation shall be re-negotiated as often and in the same manner as that provided in the contract between the MCD and the Gary Sanitary District, which agreement is dated October 7, 1964***, or by any

changes or amendments to said agreement, ***it being the intent of this provision that any increase or decrease in the rate of compensation under the contract between the MCD and the Gary Sanitary District shall raise or lower the payments due [from IHCD] under this agreement in the same dollar amount per million gallons.***"

[Emphasis Added]

65. As alleged above, GSD's total charges to Plaintiff MCD for MCD's proportionate share of GSD's total operation and maintenance (including replacement) costs incurred for accepting and treating MCD's and Defendant IHCD's wastewater have gone through numerous contractually imposed increases since MCD and IHCD entered their 8-3-77 "AGREEMENT".

66. Plaintiff MCD alleges that from the time of Plaintiff MCD's and Defendant IHCD's 8-3-77 "AGREEMENT" through the present, MCD's operation, maintenance, replacement, capital and administrative costs have greatly increased.

67. Plaintiff MCD alleges that from and after the date of Plaintiff MCD's and Defendant IHCD's 8-3-77 "AGREEMENT" through and after the filing of this Complaint, IHCD was responsible for paying IHCD's proportionate share MCD's proportionate share of GSD's total operation and maintenance (including replacement) costs.

68. Plaintiff MCD alleges that from the date of Plaintiff MCD's and Defendant IHCD's 8-3-77 "AGREEMENT" through and after the filing of this Complaint, IHCD is responsible for paying IHCD's proportionate share of MCD's total operation and maintenance (including replacement) costs incurred for accepting and treating Defendant IHCD's wastewater.

69. From the date of Plaintiff MCD's and Defendant IHCD's 8-3-77 "AGREEMENT" through and after the filing of this Complaint Plaintiff MCD has made numerous demands on IHCD for payment of IHCD's proportionate share of GSD's and MCD's total operation and maintenance

(including replacement) costs incurred for accepting and treating Defendant IHCD's wastewater due under the "AGREEMENT".

70. *Plaintiff MCD alleges that according to MCD's and IHCD's 8-3-77 "AGREEMENT",* Defendant IHCD has breached the Agreement by failing to pay to MCD a total of $3,313,278.00 due from IHCD to MCD for IHCD's proportionate share of GSD's and MCD's total operation and maintenance (including replacement) costs incurred for accepting and treating Defendant IHCD's wastewater.

71. Plaintiff MCD is entitled to pre and post judgment interest from Defendant IHCD on any breach of contract damages awarded to MCD.

WHEREFORE, Plaintiff MCD prays that a judgment be entered against Defendant IHCD finding that:

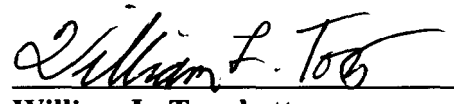
A. Defendant IHCD failed to pay to Plaintiff MCD a total of $3,539,390 in charges due from IHCD to MCD, according to MCD's and IHCD's 8-3-77 "AGREEMENT", and that IHCD's failure to pay those costs is a breach of the "AGREEMENT";

B. Plaintiff MCD is entitled to a total of $3,539,390 in breach of contract damages from Defendant IHCD;

C. Plaintiff MCD is entitled to receive from IHCD prejudgment and post judgment interest of eight percent (8%); and,

D. Plaintiff MCD is entitled to all other relief just and proper in the premises.

Respectfully submitted,



William L. Touchette,
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Martin H. Kinney
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Attorneys for Plaintiff Merrillville Conservancy District, by the District's Board of Directors

COUNT VI

In the Alternative, if the 8-25-99 *"IHCD and MCD Mutual Letter of Intent"* is Unenforceable for any Reason, then Plaintiff MCD is Entitled to Recover from Defendant IHCD, $3,539,390 plus Pre and Post Judgment Interest under 33 U.S.C. § 1281 *et seq.*, and Related Federal Regulations Governing Recipients of "Grants for Construction of Treatment Works"

72. Plaintiff MCD hereby incorporates by reference all of the allegations and requests for relief stated above in Counts I, II, III, IV and V above.

73. The "supremacy" clause of the United States Constitution provides that:

> ...This Constitution, and the Laws of the United States which shall be made in pursuance thereof...shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Law of any State to the Contrary notwithstanding....

U.S. Constitution, Article VI.

Regarding Article VI of the U.S. Constitution, the term "Laws of the United States" includes both federal statutes and federal regulation that are properly adopted in accordance with statutory authorization. *Diehard v. Town of Austin, Ind.*, 39 F.3d 718, 721 (7th Cir. 1994).

74. The Federal Water Pollution Prevention and Control Act is found at Title 33 of the U.S Code. Subchapter II of Title 33 is entitled, "Grants for Construction of Treatment Works", and it is found at 33 U.S.C. § 1281 *et seq.* The Federal Clean Water Act is found at 33 U.S.C. § 1251.

75. The U.S. Environmental Protection Agency has passed and enacted a number of regulations regarding federal "Grants for the Construction of Treatment Works", which are found

at 40 C.F.R. § 35.900 *et al.*, Subpart E; and, at 40 C.F.R. § 35.2000 *et al.*, Subpart I.

76. Plaintiff MCD, Defendant IHCD, and GSD all applied for and received federal"Grants for the Construction of Treatment Works" to construct their various wastewater facilities.

77. 40 C.F.R. § 35.925-14, entitled **"Compliance with environmental laws"**, requires recipients of federal grants for construction of treatment works to comply with all federal environmental laws, as follows:

> ***...the treatment works will comply with all pertinent requirements of applicable Federal, State and local environmental laws and regulations***. (See §§ 30.101 and subpart C of part 30 of this chapter and the Clean Air Act.)

40 C.F.R. § 35.925-14.

78. Plaintiff MCD alleges that as federal grant recipients, Plaintiff MCD, Defendant IHCD, and GSD must all comply with the law governing federal "Grants for the Construction of Treatment Works" found at 33 U.S.C. § 1281 *et seq.*; 40 C.F.R. § 35.900 *et al.*, Subpart E; and, at 40 C.F.R. § 35.2000 *et al.*, Subpart I.

79. 33 U.S.C. § 1283 entitled, **"Plans, specifications, estimates, and payments"**, provides that federal grant applicants and recipients must sign agreements with the federal government, containing certain ***"required terms"***. *See*, 33 U.S.C. § 1283(f)(3). Application for federal grants for the construction of treatment works must have a required term providing for:

* * *

> (C) ***...assurances by the applicant that...(ii) the proposed treatment works*** will be an operable unit and ***will meet all the requirements of this subchapter***...

* * *

See, 33 U.S.C. § 1283(f)(3)(C).

80. 33 U.S.C. § 1284 entitled, **"Limitations and Conditions"**, requires that each recipient of waste treatment services within the grant recipient's jurisdiction will pay the recipient's proportionate share of the costs of operation and maintenance (including replacement) of any waste treatment services provided by the grant recipient, as follows:

* * *

(b) ...***[S]ystem of charges***

> (1) ...the [USEPA] Administrator shall not approve any grant for any treatment works..., unless he shall first have determined that the ***applicant*** (A) has adopted or ***will adopt a system of charges to assure that each recipient of waste treatment services within the applicant's jurisdiction...will pay its proportionate share ...of the costs of operation and maintenance (including replacement) of any waste treatment services provided by the applicant...***

33 U.S.C. § 1284(b)(1).

81. 40 C.F.R. § 35.925-11 entitled, ***"User charges*** and industrial cost recovery", requires grant applicants and recipients of federal grants for the construction of treatment works to promise:

* * *

> ***...the grantee has complied or will comply with the requirements for user charge*** and industrial cost recovery ***systems***. (See § 35.928 *et seq.*, 35.929 *et seq.*, 35.935-13, and 35.935-15.)

40 C.F.R. § 35.925-11.

82. 40 C.F.R. § 35.929, entitled **"Requirements for user charge system"**, contains the following provisions governing recipients of federal grants for the construction of treatment works:

* * *

The Regional Administrator shall approve the grantee's user charge system

and the grantee shall implement and maintain it in accordance with § 35.935-13 and the requirements in §§ 35.929-1 through 35.929-3. ***The grantee shall be subject to the noncompliance provisions of § 35.965 for failure to comply.***

[Emphasis Added]

40 C.F.R. § 35.929.

A. 40 C.F.R. § 35.929-1 "Approval of the user charge system."

The Regional Administrator may approve a user charge system based on either actual use under paragraph (a) of this section or ad valorem taxes under paragraph (b) of this section. ***The general requirements in §§ 35.929-2 and 35.929-3 must also be satisfied.***

40 C.F.R. § 35.929-1 Approval of the user charge system

B. 40 C.F.R. § 35.929-2 "General requirements for all user charge systems"

User charge systems based on actual use under § 35.929-1(a) or ad valorem taxes under § 35.929-1(b) ***shall also meet the following requirements:***

* * *

(b) Biennial review of operation and maintenance charges. The ***grantee shall review not less often than every 2 years the waste water contribution of users and user classes, the total costs of operation and maintenance of the treatment works, and its approved user charge system. The grantee shall revise the charges for users*** or user classes to accomplish the following:

(1) Maintain the proportionate distribution of operation and maintenance costs among users and user classes as required herein;

(2) Generate sufficient revenue to pay the total operation and maintenance costs necessary to the proper operation and maintenance (including replacement) of the treatment works...

* * *

> ***(e) Adoption of system. ...[A]ppropriate authority must incorporate the user charge system. If the project is a regional treatment system accepting wastewater from other municipalities, the subscribers receiving waste treatment services from the grantee shall adopt user charge systems in accordance with section 204(b)(1)(A) of the Act and §§ 35.929 through 35.929-3. These user charge systems shall also be incorporated in ...appropriate authority of all municipalities contributing wastes to the treatment works....***
>
> * * *
>
> ***(g) Inconsistent agreements. ...The user charge system shall take precedence over any terms or conditions of agreements or contracts*** between the grantee and users (including industrial users, special districts, other municipalities, or Federal agencies or installations) ***which are inconsistent with the requirements of section 204(b)(1)(A) of the Act and these regulations.***
>
> 40 C.F.R. § 35.929-2.
>
> **C. 40 C.F.R. § 35.929-3 "Implementation of the user charge system"**
>
> ***(a) When a grantee's user charge system is approved, implementation of the approved system shall become a condition of the grant.***
>
> ***(b) The grantee shall maintain such records as are necessary to document compliance with these regulations.***

* * *

40 C.F.R. § 35.929-3(a) and (b).

83. 40 C.F.R. § 35.2122 entitled, **"Approval of user charge system** and proposed sewer use ordinance", provides:

> ***...[T]he applicant must obtain the Regional Administrator's approval of its user charge system*** (§ 35.2140) and proposed (or existing) sewer use ordinance § 35.2130)....

40 C.F.R. § 35.2122.

84. 40 C.F.R. § 35.2140, entitled **"User charge system"**, provides:

The user charge system (see §§ 35.2122 and 35.2208) must be designed to produce adequate revenues required for operation and maintenance (including replacement). It shall provide that each user which discharges pollutants that cause an increase in the cost of managing the effluent or sludge from the treatment works shall pay for such increased cost. ***The user charge system shall be based on either actual use under paragraph (a) of this section, ad valorem taxes*** under paragraph (b) of this section, or a combination of the two.

(a) User charge system based on actual use. A grantee's user charge system based on actual use (or estimated use) of wastewater treatment services shall provide that each user (or user class) pays its proportionate share of operation and maintenance (including replacement) costs of treatment works within the grantee's service area, based on the user's proportionate contribution to the total wastewater loading from all users (or user classes).

* * *

(d) Financial management system. Each user charge system must include an adequate financial management system that will accurately account for revenues generated by the system and expenditures for operation and maintenance (including replacement) of the treatment system, based on an adequate budget identifying the basis for determining the annual operation and maintenance costs and the costs of personnel, material, energy and administration.

* * *

(g) Adoption of system. One or more municipal legislative enactments or other ***appropriate authority must incorporate the user charge system. If the project accepts wastewater from other municipalities, the subscribers receiving waste treatment services from the grantee shall adopt user charge systems in accordance with this section.*** These user charge systems shall also be incorporated in appropriate municipal legislative enactments or other appropriate authority of all municipalities contributing wastes to the treatment works.

(h) Inconsistent agreements. The user charge system shall take precedence over any terms or conditions of agreements or contracts which are inconsistent with the requirements of section 204(b)(1)(A) of the Act and this section.

* * *

40 C.F.R. § 35.2140.

85. 40 C.F.R. § 35.2200, entitled **"Grant conditions"**, provides:

> In addition to the EPA General Grant Conditions (part 30 of this subchapter), each treatment works grant shall be subject to the conditions under §§ 35.2202 through 35.2218.

40 C.F.R. § 35.2200.

A. 40 C.F.R. § 35.2214 "Grantee responsibilities."

> ***(a) The grantee shall complete the project in accordance with the grant agreement including:*** ...[T]he plan of operation under §§ 35.2106 that identifies the basis to determine annual operating costs;...***the user charge system under §§ 35.2140 that will generate sufficient revenue to operate and maintain the treatment works***; ...and all other applicable regulations.

40 C.F.R. § 35.2200.

86. 33 U.S.C. § 1292 contains the following definition for **"replacement"** costs in the context of treatment works constructed with the assistance of federal grants and it specifies the types of costs for which grant recipients are responsible throughout the **"useful life"** of the treatment works.

* * *

> (3) The term ***"replacement"*** as used in this subchapter means those ***expenditures for obtaining and installing equipment***, accessories, or appurtenances ***during the useful life of the treatment works necessary to maintain the capacity*** and performance for which such works are designed and constructed.

[Emphasis Added]

* * *

33 U.S.C. §1292(3).

87. 40 C.F.R. § 35.905, entitled **"Definitions"**, provides the following relevant definitions regarding federal grants for the construction of treatment works:

* * *

> ***Replacement.*** ***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. The term ***operation and maintenance includes replacement.***
>
> * * *
>
> ***Useful life.*** Estimated period during which a treatment works will be operated.
>
> ***User charge. A charge levied on users of a treatment works***, or that portion of the ad valorem taxes paid by a user, ***for the user's proportionate share of the cost of operation and maintenance (including replacement)*** of such works under sections 204(b)(1)(A) and 201(h)(2) of the Act and this subpart.

* * *

40 C.F.R. § 35.905.

88. 40 C.F.R. § 35.2005, entitled **"Definitions"**, provides:

* * *

> (b) As used in this subpart, the following words and terms mean:
>
> * * *
>
> ***(27) Municipality.***
>
> * * *
>
> ***(i) This definition includes a special district created under State law*** such as a water district, sewer district, sanitary district, utility district, drainage district or similar entity or an integrated waste management facility, as defined in section 201(e) of the Act, ***which has as one of its principal responsibilities the treatment, transport, or disposal of domestic wastewater*** in a particular geographic area.

* * *

(30) Operation and Maintenance. Activities required to assure the dependable and economical function of treatment works.

(i) Maintenance: Preservation of functional integrity and efficiency of equipment and structures. This ***includes preventive maintenance, corrective maintenance and replacement of equipment*** (See § 35.2005(b)(36)) as needed.

(ii) Operation: Control of the unit processes and equipment which make up the treatment works. ***This includes financial and personnel management; records, laboratory control, process control, safety and emergency operation planning.***

* * *

(36) Replacement. Obtaining and installing equipment, accessories, or appurtenances which are necessary during the design or useful life, whichever is longer, of the treatment works to maintain the capacity and performance for which such works were designed and constructed.

* * *

(51) Useful life. The period during which a treatment works operates....

(52) User charge. A charge levied on users of a treatment works, or that portion of the ad valorem taxes paid by a user, ***for the user's proportionate share of the cost of operation and maintenance (including replacement)*** of such works under sections 204(b)(1)(A) and 201(h)(2) of the Act and this subpart.

* * *

40 C.F.R. § 35.2005.

89. 40 C.F.R. § 35.2107, entitled **"Intermunicipal service agreements",** provides:

If the project will serve two or more municipalities, the applicant shall submit the executed intermunicipal agreements, contracts or other legally binding instruments necessary for the financing, building ***and operation of the proposed treatment works. At a minimum they must include the basis upon which costs are allocated, the formula by which costs are allocated, and the manner in which the***

cost allocation system will be administered....

40 C.F.R. § 35.2107.

90. 40 C.F.R. § 35.935, entitled **"Grant conditions"**, states:

> In addition to the EPA general grant conditions (subpart C and appendix A to part 30 of this subchapter), each treatment works grant shall be subject to the following conditions:
>
> **40 C.F.R. § 35.935-1 "Grantee responsibilities"**
>
> * * *
>
> ***(b) By its acceptance of the grant, the grantee agrees to...maintain and operate the treatment works to meet the enforceable requirements of the Act for the design life of the treatment works.*** The Regional Administrator is authorized to seek ***specific enforcement or recovery of funds from the grantee, or to take other appropriate action (see §§ 35.965), if he determines that the grantee has failed to make good faith efforts to meet its obligations under the grant.***

40 C.F.R. § 35.935-1(b).

91. 40 C.F.R. § 35.965, entitled **"Enforcement"** provides that the conditions of federal grants for construction of treatment works may be enforced against a grantee who fails to comply with any grant provision, as follows:

> ***If the Regional Administrator determines that the grantee has failed to comply with any provision of this subpart, he may impose any of the following sanctions***:
>
> * * *
>
> (e) A noncomplying grantee may be found nonresponsible or ineligible for future Federal assistance or a noncomplying contractor may be found nonresponsible or ineligible for approval for future contract award under EPA grants;

(f) An injunction may be entered or other equitable relief afforded by a court of appropriate jurisdiction;

(g) Such other administrative or judicial action may be instituted if it is legally available and appropriate.

40 C.F.R. § 35.965.

92. MCD alleges, that pursuant to **33 U.S.C. § 1283 and § 1284** and federal regulations governing applications for federal grants for the construction of treatment works, Defendant IHCD signed **"assurances"** promising to comply with the federal grant **"Limitations and Conditions"**; and in particular promising that IHCD and each recipient of waste treatment services within IHCD's jurisdiction would pay their proportionate share of MCD's and GSD's total operation and maintenance (including replacement) costs. *See supra*, rhetorical paragraphs 79 and 80.

93. Plaintiff MCD alleges, that pursuant to **40 C.F.R. § 35.925-11** and **40 C.F.R. § 35.2140** Defendant IHCD promised to adopt a **User Charge** system in compliance with the detailed user charge requirements set forth in ***40 C.F.R. § 35.929 et. seq***. *See supra*, rhetorical paragraphs 81, 82 and 84.

94. Plaintiff MCD alleges, that pursuant to **33 U.S.C. § 1292, 40 C.F.R. § 35.905, 40 C.F.R. § 35.2005**, and **40 C.F.R. § 35.935** Defendant IHCD promised to **maintain compliance** with the federal grant **User Charge** system throughout the **"Useful Life"**of the treatments works funded by the grant, which is defined as "...the period during which the works operates". *See supra*, rhetorical paragraphs 86, 87, 88, and 90.

95. Plaintiff MCD alleges, that pursuant to **40 C.F.R. § 35.929 *et al.*, 40 C.F.R. § 35.2140,**

and **40 C.F.R. § 2200** Defendant IHCD promised to **generate sufficient revenue** from recipients of IHCD's wastewater disposal service to pay the total operation and maintenance costs necessary to the proper operation and maintenance of IHCD's treatment works (including replacement); and, to **conduct at least biennial review** of IHCD's operation and maintenance charges to insure IHCD is raising sufficient revenue to meet the conditions of IHCD's federal grant. *See supra*, rhetorical paragraphs 82, 84, and 85.

96. Plaintiff MCD alleges, that pursuant to **40 C.F.R. § 35.929-2(e)** and ***40 C.F.R. § 35.935*** since MCD, Defendant IHCD and GSD participate in a **regional treatment system**, IHCD also promised to adopt and maintain a user charge system which will comply with the federal grant requirements imposed on GSD's and MCD's treatment works. *See supra,* rhetorical paragraphs 82, and 89.

97. Plaintiff MCD alleges that according to **40 C.F.R. § 35.929** and **40 C.F.R. § 35.2122**, prior to federal approval of Plaintiff MCD's, Defendant IHCD's and GSD's applications for grants for the construction of treatment works, the **applicants submitted proposed User Charge systems** providing for the proportionate sharing of operation and maintenance (including replacement) costs, which were **accepted and approved by federal grant officials**. *See supra*, rhetorical paragraphs 82, and 84.

98. Plaintiff MCD alleges, that pursuant to **40 C.F.R. § 35.929-2(g)** and **40 C.F.R. § 35.2140(h)** since MCD, Defendant IHCD and GSD participate in a regional treatment system, any **inconsistent agreements** that any grant recipient might have entered are pre-empted as a matter of federal law by the user charge system required for compliance with the federal grant user charge

requirements imposed on GSD's, MCD's, and IHCD's treatment works. *See supra*, rhetorical paragraphs 82, and 84.

99. Plaintiff MCD alleges that since MCD and Defendant IHCD entered their 8-3-77 "AGREEMENT", IHCD's proportionate share of MCD's and GSD's operation and maintenance (including replacement costs) has gone up numerous times and that Plaintiff MCD has made numerous demands on IHCD to pay increased proportionate share of costs due under the federal grant user charge system.

100. Plaintiff MCD alleges that Defendant IHCD currently owes MCD a total of $3,539,390 in overdue payments IHCD owes to MCD for IHCD's proportionate share of GSD's and MCD's total operation and maintenance (including replacement) costs incurred for accepting and treating Defendant IHCD's wastewater.

101. Plaintiff MCD alleges that Defendant IHCD's failure to pay $3,539,390 of IHCD's proportionate share of GSD's and MCD's total operation and maintenance (including replacement) costs has violated and breached the above discussed federal law governing the "Grants for the Construction of Treatment Works".

102. Plaintiff MCD is entitled to pre and post judgment interest from Defendant IHCD on the $3,539,390 in over due costs IHCD owes to MCD.

WHEREFORE, Plaintiff MCD prays that a judgment be entered against Defendant IHCD finding that:

> **A.** Defendant IHCD failed to pay to Plaintiff MCD $3,539,390 of IHCD's proportionate share of GSD's and MCD's total operation and maintenance (including replacement) costs due from IHCD to MCD;

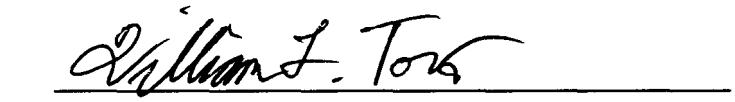
B. Defendant IHCD's failure to pay $3,539,390 of IHCD's proportionate share of GSD's and MCD's total operation and maintenance (including replacement) costs has violated and breached the above discussed federal law governing the "Grants for the Construction of Treatment Works".

C. Plaintiff MCD is entitled to a judgment of $3,539,390 from Defendant IHCD;

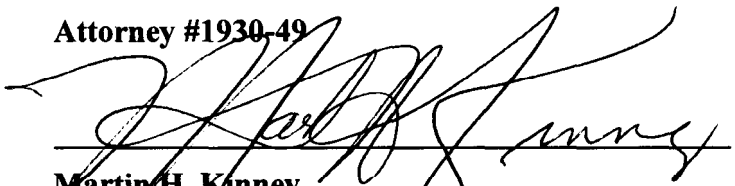
C. Plaintiff MCD is entitled to receive from IHCD prejudgment and post judgment interest of eight percent (8%); and,

D. Plaintiff MCD is entitled to all other relief just and proper in the premises.

Respectfully submitted,



William L. Touchette,
Attorney #1930-49



Martin H. Kinney
Attorney #5213-45
Attorneys for Plaintiff Merrillville Conservancy District, by the District's Board of Directors

REQUEST FOR JURY TRIAL

Plaintiffs MCD *et. al.*, by counsel, William L. Touchette and Martin H. Kinney, hereby request a jury trial in this cause on all issues so triable by jury.

Respectfully submitted,

William L. Touchette,
Attorney #1930-49

Martin H. Kinney
Attorney #5213-45
Attorneys for Plaintiff Merrillville Conservancy District, by the District's Board of Directors

A G R E E M E N T

THIS AGREEMENT made and entered into this 3rd day of Aug., 1977, by and between Merrillville Conservancy District, a Special Taxing District of the State of Indiana, hereinafter for brevity referred to and designated as "MCD", and Independence Hill Conservancy District, a Special Taxing District of the State of Indiana, hereinafter for brevity referred to and designated as "IHCD",

W I T N E S S E T H :

WHEREAS on the 30th day of December, 1968, the parties entered into an agreement under the terms of which agreement the MCD agreed to handle the sewage of the IHCD for a certain sum per million gallons, and said agreement further designated a certain point of entry and limited the amount of gallonage per day to seven hundred fifty thousand gallons; and

WHEREAS more than eight (8) years have passed since said agreement was entered into which necessitates important changes in said agreement; and

WHEREAS the parties to this agreement have met on several occasions to discuss the need for said changes; and

WHEREAS both parties now believe that it is in the best interest of both to enter into a new agreement setting forth the results of said negotiations;

NOW, THEREFORE, in consideration of the mutual covenants, agreements andpromises contained herein, it is agreed by and between the parties as follows:

1. The MCD agrees to handle the raw sewage produced in the IHCD District and transmit the same to the Gary Sanitary District for treatment.

PLAINTIFF'S EXHIBIT A

2. The parties agree that the point of entry shall be changed to the twenty-four (24") inch MCD sewer located at 73rd and Taft Street in Merrillville, Indiana, and tie-in shall be at Manhole No. 15.

3. The IHCD agrees to pay the MCD the sum of Sixty-five Thousand ($65,000.00) Dollars prior to said tie-in, which sum was incurred by the MCD in enlarging the line up to Manhole No. 15 in order to adequately serve the IHCD presently and in the future.

4. The IHCD is aware that the MCD is in the process of building a new interceptor sewer line into Gary, Indiana, and until that new interceptor line into Gary is completed and in service, the IHCD shall be permitted to discharge no more than one hundred fifty thousand (150,000) gallons per day at its point of entry in Manhole No. 15, unless the IHCD or some other third party installs a lift station at 73rd and Grant Street,pursuant to the third alternative set forth in the letter dated June 27, 1977, from Huntington & Wade Consulting Engineers to the Board of Directors of the Merrillville Conservancy District, a copy of which was sent on said date to the IHCD. The IHCD, or any third party designated by the IHCD shall have the right to enter into the MCD area in order to install and construct the third alternative. There shall be no connection charge. The MCD shall have the right to approve the plans and specifications for the third alternative, and the right to inspect said work as it progresses.

In the event said third alternative is installed, completely at the expense of the party doing the construction, then **and** in that event one hundred fifty thousand (150,000) extra gallons per day will be permitted to discharge from the IHCD into the MCD sewers. After the completion of said new interceptor sewer into

Gary, Indiana, the IHCD shall be permitted to discharge no more than 2.5 million gallons of raw sewage per day. If the facilities proposed by the original MCD facility plan (dated May, 1977), are approved by State and Federal authorities and constructed, then this flow allottment shall be increased to 3.3 million gallons per day. Up to and including the date when this capacity is reached, the peak flow into the twenty-four (24") inch interceptor line shall in general be limited to a peak flow of two hundred fifty (250%) percent of the average daily flow. This average daily flow shall be computed by averaging the nearest prior two week period of dry weather flow with any rain day, plus three days thereafter to be considered as wet weather flow. It is the parties' intent to limit the peak flow to two hundred fifty (250%) percent of the average daily flow to insure the proper inspection of the house service connections at the time of installation, to insure proper maintenance of the IHCD sewer system, and to insure that the IHCD will enforce the ordinances of both parties in regard to disallowing storm or surface water discharge into the sanitary sewer system. When a peak IHCD flow exceeds two hundred fifty (250%) percent of the average daily flow, the MCD shall issue a written warning to the IHCD notifying the IHCD of the problem. Following three occurrences and three warnings, the IHCD must report in writing to the MCD on its progress in solving the problem. On the fourth occurrence of a peak flow exceeding two hundred fifty (250%) percent of the average daily flow, the volume of water discharged to the MCD during peak flow greater than the two hundred fifty (250%) percent shall be billed at two hundred (200%) percent of the existing sewage handling rate. A minimum of sixty days shall be allowed from the first warning to the imposition of the surcharge on peak flow greater than two hundred fifty (250%) percent, regardless of the number of

re-occurrences in the sixty day period. The purpose of the sixty day minimum is to permit the IHCD sufficient time to locate and correct the problem. Occurrences shall be counted sequentially, with a new count (i.e. occurrence #1) beginning only after the peak flow from the IHCD does not exceed two hundred fifty (250%) percent of the average daily flow following precipitation totalling at least 1.5 inches in any twenty-four hour period. (Rainfall as measured by the Crown Point or Hobart Wastewater Treatment Plant).

5. The IHCD will properly maintain in good order and repair all of the sewer lines within its area and abide by all of the MCD ordinances now in effect or which may be passed in the future, as said ordinances shall involve the construction and use of said sewers.

6. It is further agreed between the parties that each shall retain ownership of the lines within its own area and shall maintain their respective sewer lines at their own cost and expense. (Specifically, the IHCD shall retain ownership of the eighteen (18") inch line installed on its easement from the metering structure eight hundred fifty feet North to MCD's Manhole No. 15, and on its easements from the metering structure east and west along the North side of 73rd Avenue, all of which lines are in MCD territory. Further, the IHCD shall retain ownership of and maintain any and all other lines built outside of its District, wherever located).

7. The IHCD has installed a meter in a structure located near the North side of 73rd Avenue for the purpose of measuring the amount of sewage flowing from the IHCD lines to those of the MCD for treatment into Gary and the IHCD agrees that said metering system shall be subject to inspection by the MCD officers, employees and agents at reasonable times.

8. The IHCD agrees to pay the MCD for handling of said sewage the sum of Four Hundred Thirty-five ($435.00) Dollars per million gallons of sewage as measured by the meter. The rate of compensation shall be re-negotiated as often and in the same manner as that provided in the contract between the MCD and the Gary Sanitary District, which agreement is dated October 7, 1964, or by any changes or amendments to said agreement, it being the intent of this provision that any increase or decrease in the rate of compensation under the contract between the MCD and the Gary Sanitary District shall raise or lower the payments due under this agreement in the same dollar amount per million gallons. All billings under this agreement shall be made every six (6) months on the first day of December and the first day of June of each year. All payments hereunder shall be made within twenty (20) days after the receipt of the billing.

9. The IHCD agrees to enforce the restrictions contained in its ordinances, pertaining to the use of its sewer system by the residents within its area.

10. The terms of this agreement, except for that part pertaining to the charge per million gallons for handling, may be re-negotiated every three years upon giving one hundred twenty (120) days written notice to the other party.

11. The meter South of Manhole No. 15 which is installed and is to be maintained at the cost and expense of the IHCD shall be in operation prior to the time sewage begins to flow from the IHCD to the MCD. If at any time in the future after said meter system has been installed, it is out of order or malfunctioning, the flow during those periods shall be estimated on the basis of the average flow reading during the previous first full year of operation. If there is any dispute about the amount of billing, the IHCD will promptly pay the full amount of the undisputed portion

of the bill, but not less than the previous undisputed bill. The disputed portion of any bill will be promptly submitted to arbitration, which decision of the arbitrator shall be binding upon both sides. A representative of the State Board of Health shall serve as arbitrator. All payments under this agreement shall be made by the IHCD within twenty (20) days of the receipt of the billing.

12. The MCD shall not be responsible for any damages to the IHCD lines or any damages caused to any of the freeholders within the IHCD District caused by sewer backup resulting from an Act of God, or breakdown in the lines and eqiupment of the MCD which are beyond the control of the MCD, its agents and employees.

13. It is the intent of the parties to this agreement that this shall constitute a new and complete contract between the parties and the prior agreement between the parties dated December 30, 1968, shall upon the signing of this agreement, become null and void and shall have no force and effect.

14. In the event any of the provisions of this agreement become null and void as a result of any Federal or State laws, rules or regulations, the remainder of said agreement not in conflict with said laws, rules and regulations shall remain in full force and effect.

15. This agreement shall be binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF the said Merrillville Conservancy District andthe said Independence Hill Conservancy District have hereunto caused these presents to be signed by their respective Boards of Directors, the day and year first above written.

INDEPENDENCE HILL CONSERVANCY DISTRICT

BY: Lucille R. Parker Chairperson

Paul Pugschak

Robert H. Gatt Sec. Treas

[illegible]

Richard B. [illegible]

MERRILLVILLE CONSERVANCY DISTRICT

BY: Gene G. Shaytovich

Charles H. Johnson Sec. Treas

George E. Hargan

IHCD AND MCD MUTUAL LETTER OF INTENT

THIS LETTER OF INTENT, is entered into this 25th day of August 1999, by and between the Merrillville Conservancy District, a political subdivision and special taxing district of the State of Indiana, which provides wastewater disposal service (*hereinafter*, referred to as "MCD"), and the Independence Hill Conservancy District, a special taxing district and political subdivision of the State of Indiana, which provides wastewater disposal service (*hereinafter*, referred to as"IHCD").

WHEREAS, IHCD and MCD currently have an August 3, 1977, "AGREEMENT" which allows IHCD to discharge the wastewater generated within IHCD's service territory into the MCD's wastewater facilities in return for IHCD's payment of good and valuable consideration to MCD;

WHEREAS, IHCD and MCD are currently engaged in negotiating the terms of a new "WASTEWATER TRANSPORTATION AND TREATMENT AGREEMENT" and have exchanged a rough draft of said Agreement;

WHEREAS, IHCD and MCD agree that certain technical engineering questions noted below must be resolved before MCD and IHCD can finalize a new "WASTEWATER TRANSPORTATION AND TREATMENT AGREEMENT" ;

WHEREAS, IHCD and MCD agree to exercise good faith to expeditiously resolve all outstanding issues so they can expeditiously finalize a new "WASTEWATER TRANSPORTATION AND TREATMENT AGREEMENT"; and,

WHEREAS, prior to finalizing a "WASTEWATER TRANSPORTATION AND TREATMENT AGREEMENT", IHCD and MCD desire for the terms of this Mutual Letter of Intent to supplement the terms of IHCD's and MCD's August 3, 1977,

PLAINTIFF'S EXHIBIT B

"AGREEMENT".

WHEREFORE, IHCD and MCD hereby agree and covenant to the following terms and conditions:

1. That IHCD will pay MCD the sum of $1.6 million to resolve any and all of IHCD's past treatment charges and capital costs owed to MCD through 12-31-98. Payments to MCD for the year 1999 shall be based upon the true up expenses received from Gary Sanitary District, concerning the cost of treatment, and shall include IHCD's payment of a fair and reasonable portion of MCD's expenses for the year 1999.

2. That upon MCD's and IHCD's acceptance of all of the terms and conditions of this Mutual Letter of Intent, IHCD will remit the sum of Five Hundred Thousand ($500,000.00) Dollars as a down payment towards said 1.6 million indebtedness within thirty (30) days of the date of said acceptance and shall make full payment of the outstanding $1.1 million balance to MCD within three years of the date of this contract. From and after the date MCD and IHCD both accept this Mutual Letter of Intent interest shall accrue on the 1.1 million unpaid balance at the statutory interest rate [currently eight (8%) percent] and IHCD will make semiannual payments that will be amortized through the three year period to MCD. *See,* attached Amortization Schedule marked as **EXHIBIT A**.

   However, no further payment on the unpaid balance of $1.1 million shall be due from IHCD until such time as the parties enter into a new written contract. Interest shall continue to accrue at on the 1.1 million unpaid balance at the statutory interest rate of eight (8%) percent even if IHCD's payments due under the attached Amortization Schedule are delayed past the payment dates specified in the Amortization Schedule because the parties have not yet entered a written contract.

   If IHCD pays MCD, in full, prior to the schedule of payments, MCD agrees that IHCD will not incur a pre-payment penalty of any kind.

3. That IHCD and MCD agree that IHCD currently has purchased 1.32 mgd average daily capacity and 3.3 mgd peak daily capacity in MCD's system.

4. IHCD and MCD agree that upon IHCD's and MCD's acceptance of the terms of this Mutual Letter of Intent, MCD will agree to IHCD's previous grants of sewer availability and MCD will agree to immediately grant sewer availability to the following individual/entities in the following capacities:

Entity-Individual Applying to IHCD	Average Daily Flow	Peak Flow	Date IHCD Granted Availability
A. Nilo Corp.	45,400 gallons	181,600	8/2/98 & 3/2/99
B. Wiseway	195,471	742,790	6/6/97 (pending Board action)
C. Peachtree	118,650	474,600	2/4/99 (pending Board action)
D. Sand Ridge Bank	25,000 est.	100,000 est.	(pending Board action)
E. Prium	31,000	124,00	11/6/98

For the above entities MCD will not oppose grants of sewer availability awarded by IHCD to any government entity including but not limited to the Town of Merrillville, Town of Merrillville Planning Commission, Gary Sanitary District and Indiana Department of Environmental Management.

5. After a new contract is entered and as long as IHCD flows are within their contractual capacity limits as stated in the new Wastewater Transportation and Treatment Agreement, MCD will not oppose future grants of sewer availability awarded by IHCD to any governmental entity including but not limited to the Town of Merrillville, Town of Merrillville Planning Commission, Gary Sanitary District and Indiana Department of Environmental Management.

   IHCD's freeholders/developers will have no obligation to apply to MCD for letters of sewer availability other that those required by applicable statutes, rules, regulations or other law.

6. That IHCD and MCD are currently drafting and negotiating a Wastewater Transportation and Treatment Agreement, which they intend to enter as evidenced by this Letter of Intent. This new Agreement will include provisions to allow IHCD to purchase from MCD any new capacity that IHCD desires. It is the understanding of the parties herein that a new contract will be prepared and entered into within the next One Hundred and Eighty (180) days from this Mutual Letter of Intent.

   However, before a new agreement can be finalized IHCD and MCD need to resolve certain engineering questions, which have arisen regarding differences in the combined flow readings for IHCD's two (2) meters versus IHCD's total flow as reported by MCD's single flow meter. MCD and IHCD are working together to resolve flow metering discrepancies and will take all reasonable actions necessary to insure the accuracy of the flow metering for all of IHCD's

wastewater entering into MCD's system. As evidence of this cooperation IHCD and MCD will enter into a joint agreement with ADS Corporation concerning the inspection and calibration of said flow meters, and have agreed that each of the Districts shall be responsible for the payment of fifty percent (50%) of ADS's charges. The parties further agree that upon completion of ADS's work appropriate action will be undertaken by the two Districts.

IHCD and MCD in conjunction with ADS and the professional staff of each District will establish a precise method/formula to accurately and precisely determine IHCD's total flow into MCD's system.

7. That after a new Wastewater Transportation and Treatment Agreement is entered by IHCD and MCD, MCD agrees to provide IHCD with such new capacity as IHCD desires to purchase in excess of IHCD's current 1.32 mgd average daily flow capacity and 3.3 mgd peak flow capacity into MCD's system. IHCD agrees to pay MCD "up front" for all costs incurred by MCD to supply IHCD with such additional capacity.

A fair and reasonable formula for distributing capital costs incurred by MCD and IHCD will be addressed and agreed upon in the parties' new Agreement.

In the future IHCD can only be charged that specific amount of operation, maintenance, replacement and administrative costs imposed upon MCD by GSD plus an additional amount of MCD's operation, maintenance, replacement and administrative costs based upon IHCD's actual per cent use of GSD's and MCD's system.

MCD will provide IHCD with complete copies of any and all actual billing documents and billing substantiating documents which MCD receives from GSD. Information from such documents will be used to compute IHCD's and MCD's respective shares of GSD's treatment, true up, and capital cost charges.

MCD shall make available to IHCD's agents and representatives for inspection and copying any and all original documents MCD receives from GSD or such other source documents which MCD uses in billing IHCD.

If this Letter of Intent is accepted by and agreed to by MCD and IHCD, then it shall be binding on both IHCD and MCD and the successor of either or both, whether the result of legal process, assignment or otherwise.

MERRILLVILLE CONSERVANCY DISTRICT
BOARD OF DIRECTORS

The terms of the above-stated Mutual Letter of Intent are accepted and agreed to by the duly elected Board of Directors of MCD this 25th Day of August, 1999.

AYE	NAYE
Paul L. Volk	
Keith [illegible]	
Joseph V. Sanok	
Kenneth E. Smith Jr	

INDEPENDENCE HILL CONSERVANCY DISTRICT

BOARD OF DIRECTORS

The terms of the above-stated Mutual Letter of Intent are accepted and agreed to by the duly elected Board of Directors of IHCD this 19th Day of August, 1999.

AYE	NAYE
Jeanette A. Hyatt	Margaret A. Uzelac
Robert J. Minnitt	Ruben M. Valdez
James W. Bosman	

AMORTIZATION SCHEDULE

SSN

MCD-IHCD

BEGINNING PRINCIPAL AMOUNT..... 1100,000.00
ANNUAL INTEREST RATE..... 8.000000%
PAYMENT AMOUNT..... 207,355.50
FIRST PAYMENT DUE DATE..... 12/31/1999
NUMBER OF PAYMENTS..... 6
DATE OF FINAL PAYMENT..... 06/30/2002
CALCULATION TYPE..... ACTUAL NUMBER OF DAYS (365/366)
FREQUENCY OF PAYMENTS..... SEMIANNUAL
BEGINNING DATE OF THE LOAN..... 08/26/1999

	DATE OF PAYMENT	NO. OF DAYS	PAYMENT AMOUNT	PRINCIPAL ADJUSTMENT AMOUNT	INTEREST	AMOUNT OF PRINCIPAL REPAYMENT	ENDING BALANCE
1	12/31/99	127	207,355.50	.00	30,619.24	176,736.26	923,263.74
			==========	==========	==========	==========	
TOTAL FOR 1999			207,355.50	.00	30,619.24	176,736.26	
2	06/30/00	182	207,355.50	.00	36,729.28	170,626.22	752,637.52
3	12/31/00	184	207,355.50	.00	30,270.00	177,085.50	575,552.02
			==========	==========	==========	==========	
TOTAL FOR 2000			414,711.00	.00	66,999.28	347,711.72	
4	06/30/01	181	207,355.50	.00	22,832.54	184,522.96	391,029.06
5	12/31/01	184	207,355.50	.00	15,769.74	191,585.76	199,443.30
			==========	==========	==========	==========	
TOTAL FOR 2001			414,711.00	.00	38,602.28	376,108.72	
6	06/30/02	181	207,355.47	.00	7,912.17	199,443.30	.00
			==========	==========	==========	==========	
TOTAL FOR 2002			207,355.47	.00	7,912.17	199,443.30	
			==========	==========	==========	==========	
TOTAL			1244132.97	.00	144,132.97	1100,000.00	

EXHIBIT A

STATE OF INDIANA	)	**IN THE LAKE SUPERIOR COURT**
	) **SS:**	**CIVIL DIVISION**
COUNTY OF LAKE	)	**HAMMOND, INDIANA**
MERRILLVILLE CONSERVANCY DISTRICT, BY ITS BOARD OF DIRECTORS, (Plaintiffs),	)	
V.	)	**CAUSE NO.:**
INDEPENDENCE HILL CONSERVANCY DISTRICT, BY ITS BOARD OF DIRECTORS, (Defendants).	)	_____

AFFIDAVIT OF JAMES J. FLORA, JR.

I, James J. Flora, Jr., swear and affirm under the penalties of perjury that the following factual representations are true and accurate to the best of my knowledge and belief.

I have a BSCE, MSCE and Ph.D. all from Purdue University. My area of specialization for my advanced degrees was environmental engineering. I am a licensed Professional Engineer of the firm of R. W. Armstrong and Associates, Inc. R. W. Armstrong and one of its predecessor firms of Huntington, Wade & Associates, Inc. have been the Merrillville Conservancy District's [*hereinafter*, MCD] consulting engineer from the MCD's inception in the early 1960's. Since late 1973 I have worked on MCD projects for the firm and acted as MCD's consulting engineer. As such, I was MCD's consulting engineer when the MCD and Gary Sanitary District [*hereinafter*, GSD] entered contractual agreements dated 8-24-82, 2-18-91, and 10-10-95, which provided that GSD would accept and treat MCD's wastewater.

I was also MCD's consulting engineer when Independence Hill Conservancy District [*hereinafter*, IHCD] negotiated and entered an 8-3-77 "AGREEMENT' with MCD by which MCD agreed to accept and transport IHCD's wastewater to GSD's facilities for treatment; and, when MCD

PLAINTIFF'S EXHIBIT
C

and IHCD negotiated and entered an 8-25-99 "IHCD and MCD Mutual Letter of Intent". Both of these written agreements allocated or reserved a peak capacity of 3.3 million gallons per day (hereinafter, mgd) in MCD's system for IHCD's wastewater flow.

The attached drawing marked as **AFFIDAVIT EXHIBIT 1** depicts the sewer route, flow metering locations and the connection point where all of IHCD's wastewater is accepted into MCD's facilities. As the drawing shows, IHCD's wastewater is delivered by IHCD's 18-inch sewer to its connection point with MCD's 24-inch sewer, which is located in the vicinity of 73rd Avenue and Taft Street, Merrillville, Indiana.

IHCD's 18-inch sewer has a theoretical flowing full capacity of 4.05 mgd based on a slope of 0.36% per IHCD plans supplied to MCD. MCD's 24-inch sewer line has a theoretical flowing full capacity of 4.43 mgd based on a slope of 0.093% per MCD's sewer atlas. Ninety Per Cent (90%) of the hydraulic capacity of IHCD's 18-inch line equals 3.65 mgd (i.e. 4.05 x .90).

Regarding MCD's and IHCD's contractually reserved capacities in MCD's 24-inch sewer line, MCD has reserved for MCD's exclusive use 0.74 mgd, which is equivalent to the theoretical flowing full capacity of a 10-inch sewer at minimum slope of 0.28%. IHCD has reserved for IHCD's exclusive use the remaining capacity of MCD's 24-inch line, which is 3.69 mgd (i.e., 4.43 mgd - 0.74 mgd).

I am very familiar with IHCD's and MCD's flow metering system used to measure IHCD's flow into MCD's wastewater facilities. To determine IHCD's total peak flow entering MCD's facilities at any particular point in time, the flow measured by IHCD's metering station #1 must be added to the flow measured by IHCD's Lincoln metering station for the same point in time. MCD's IHCD metering station contains a third flow meter which measures IHCD's total flow entering MCD's facilities and it is used as a backup flow meter in case IHCD's metering station #1 or IHCD's

Lincoln meter malfunctions. My review of the flow meter charts from January 1998 through July 2001 generated by IHCD's flow meters leads me to conclude that IHCD's peak flow of wastewater into MCD's facilities exceeded IHCD's reserved peak capacity of 3.3 million gallon per day on the following dates for the time period indicated with the instantaneous peak shown:

Date	Number of Hours IHCD Flow Exceeded 3.3 mgd* Peak Contractual Capacity	IHCD Instantaneous Peak Flow Rate for Date in Question, mgd	Chart No.*
3-9-98	2	3.5	1 a & b
3-17-98	24	4.4	2 a & b
5-7-98	9	4.0	3 a & b
7-7-98	2	4.0	4 a & b
1-23-99	12	4.6	5 a & b
4-22 & 4-23-99	12	4.4	6a1 & 2 and 6b1 & 2
4-20-00	2	3.8	7 a & b
6-20-00	2	4.1	8 a & b
6-24 & 6-25-00	5	4.5	9 a & b
2-8 & 2-9-01	25	4.6	10a1 & 2 and 10b1 & 2
2-24 & 2-25-01	21	4.2	11 a & b

*See attached charts.

I have also reviewed the Flow Meter Verification Report prepared for MCD and IHCD as transmitted by ADS Environmental Services, Inc. on October 24, 2000 to MCD and IHCD. To perform the verification, ADS installed 3 of their own meters in the sewer system. One of these meters measured the total flow discharged to MCD by IHCD. ADS chose to compare peak wet weather flows measured by each meter on 18 different days with high flow readings during ADS's flow monitoring period of August 17, 1999 through June 7, 2000. Per the ADS Report, on only 16 of the 18 days were all flow meters recording peak flows. ADS therefore compared peak flow readings on these 16 days. Table 4-4 on page 4-5 of the ADS Report shows their comparison of peak flow reading as measured by the various flow meters. Table 4-5 on page 4-6 of the ADS Report

shows the percent difference between the IHCD flow meters and the ADS flow meter, as well as the difference between the MCD flow meter and the ADS meter. ADS's finding regarding the IHCD flow meters and peak flow readings as a result of the comparison are as follows:

1. "... the combined IHCD meters ranged from 0% higher to 41% lower than the ADS meter."

2. "The IHCD peak readings were 31% lower than the ADS readings and were consistently lower."

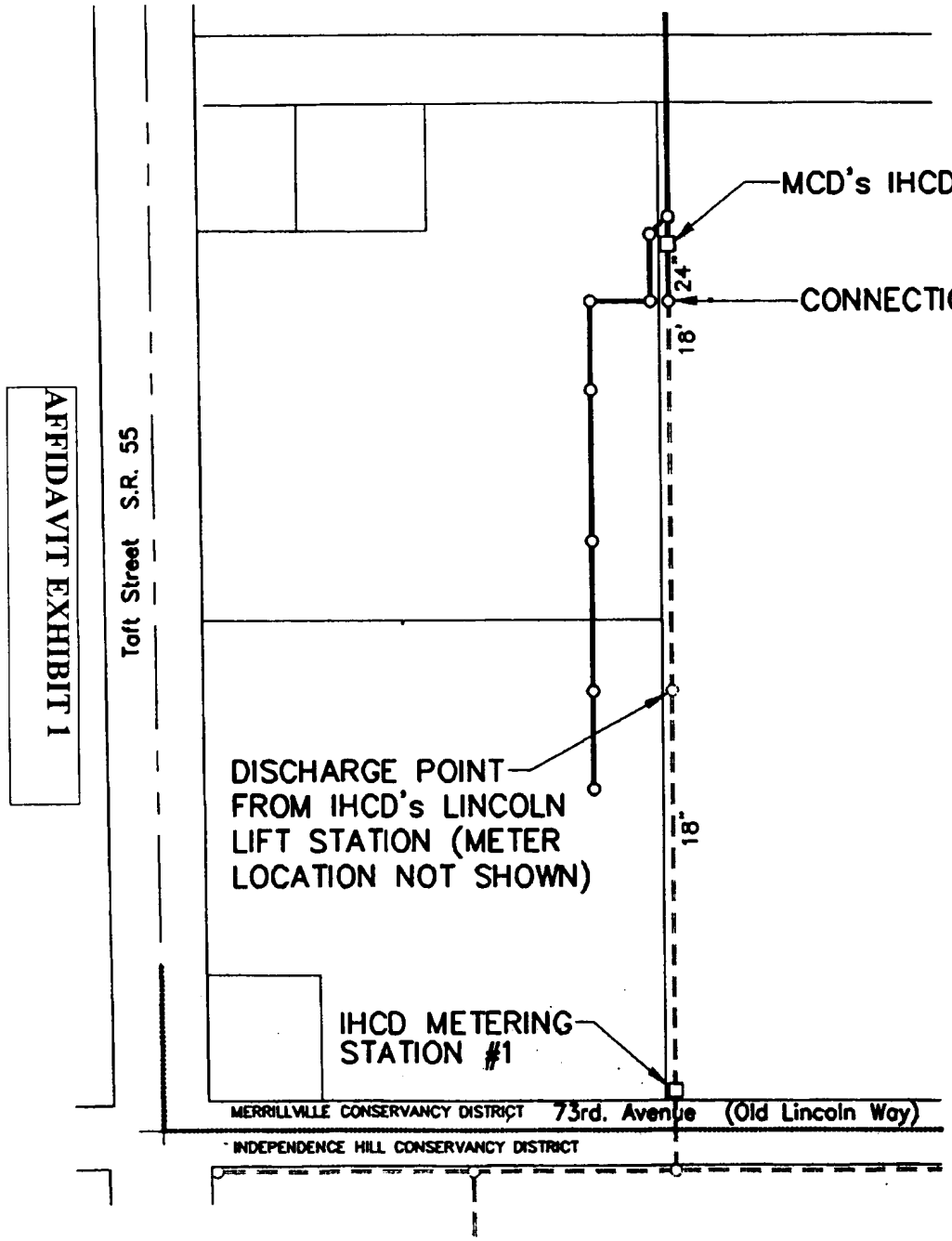
Therefore it seems likely that the previous list of occurrences when IHCD's peak flow exceeded IHCD's contractual capacity was conservative and additional unlisted occurrences probably occurred. This seems to be verified by Table 4-4 on page 4-5 of the ADS Report which shows that ADS's meter recorded 5 days during their investigation on which IHCD's flow exceeded the contractual limit of 3.3 mgd or 2290 gpm, while IHCD's meters only recorded one event (on April 20, 2000) during the same period.

SIGNED AND DATED THIS 26th DAY OF SEPTEMBER, 2001.

James J. Flora, Jr.

JAMES J. FLORA, JR.
Affiant

AFFIDAVIT EXHIBIT 1



SCALE: 1"=200'

FLOWING FULL PIPE SEWER CAPACITY

MCD's 24" = 4.43 mgd

IHCD's 18" = 4.05 mgd

LEGEND

- □ METERING STATION
- ○ MANHOLE
- ——— MCD SEWERS
- - - - IHCD SEWERS

INDEPENDENCE HILL CONSERVANCY DISTRICT
METERING STATIONS AND CONNECTION POINT

Chart No.: 1a

Year: 1998

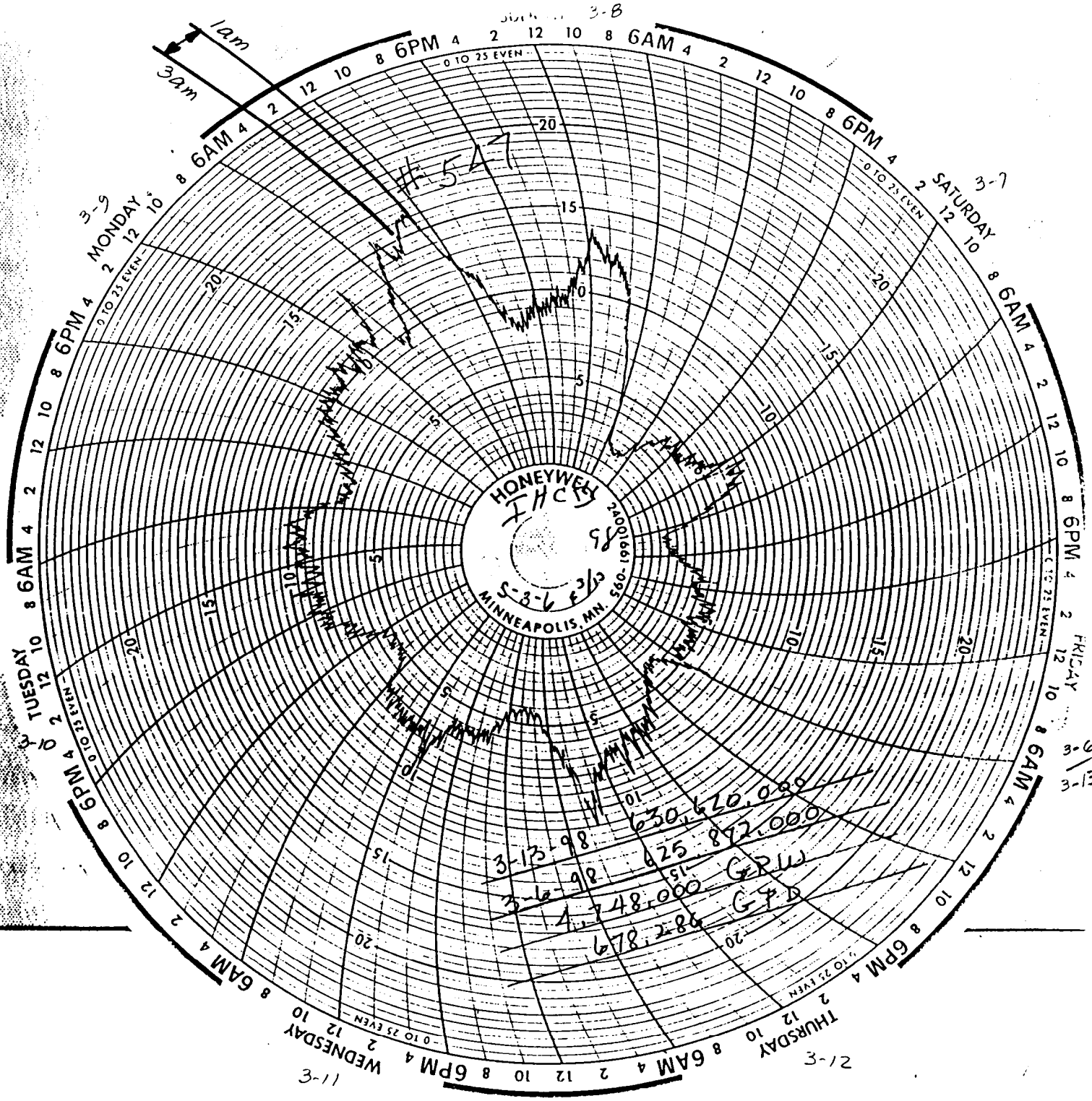


Chart No.: 1b

Year: 1998

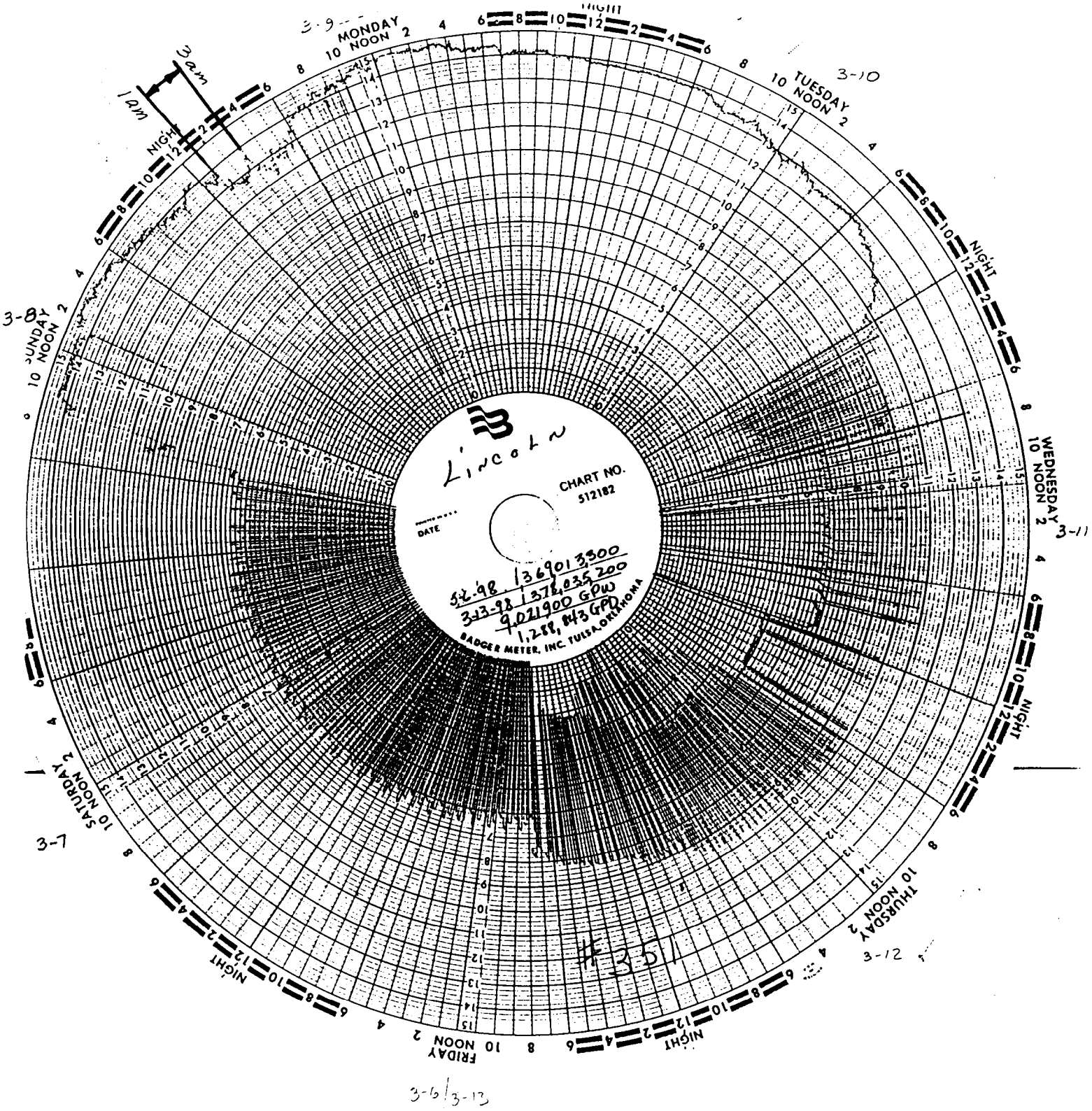


Chart No.: 2a

Year: 1998

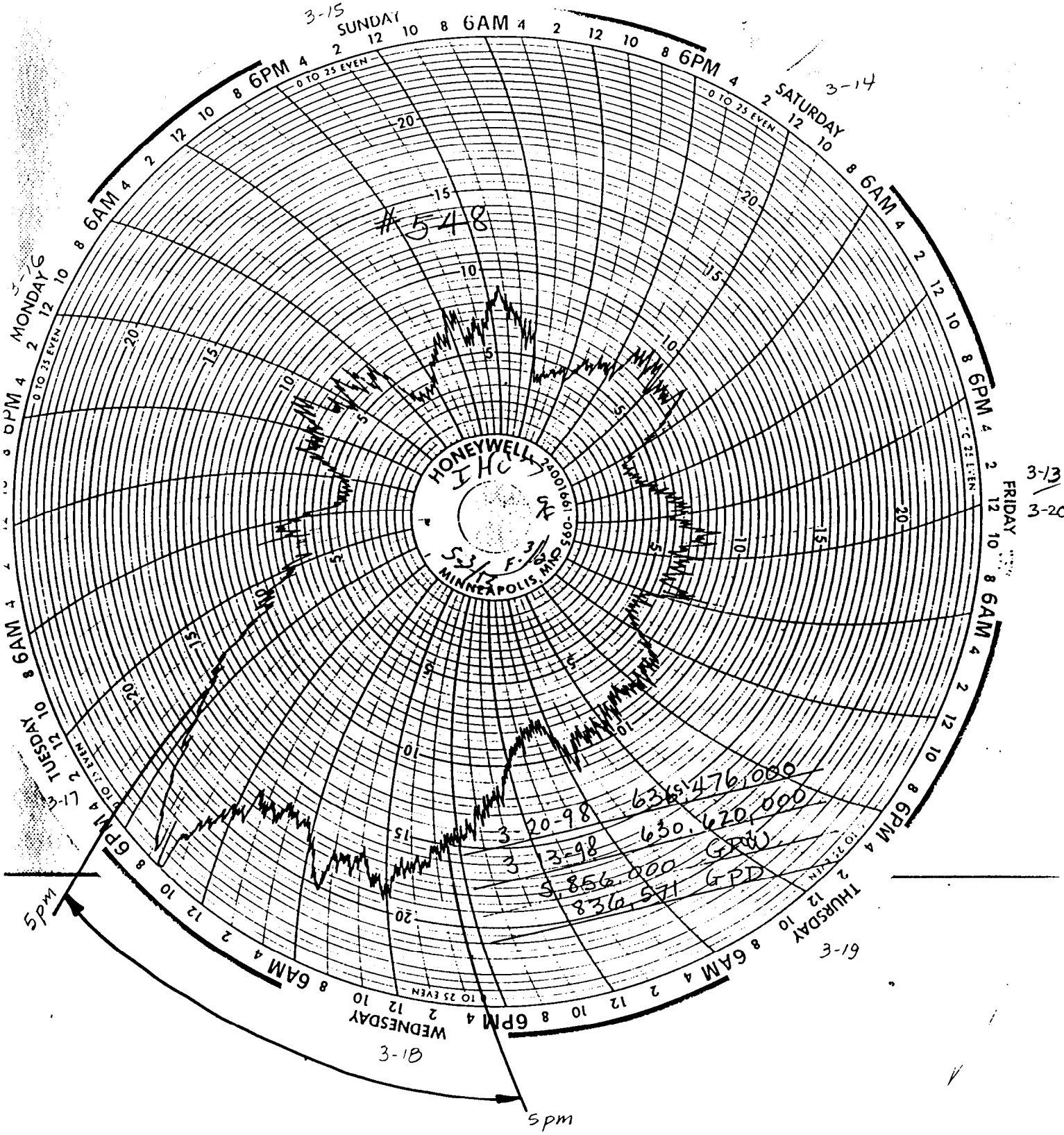


Chart No.: 2b

Year: 1998

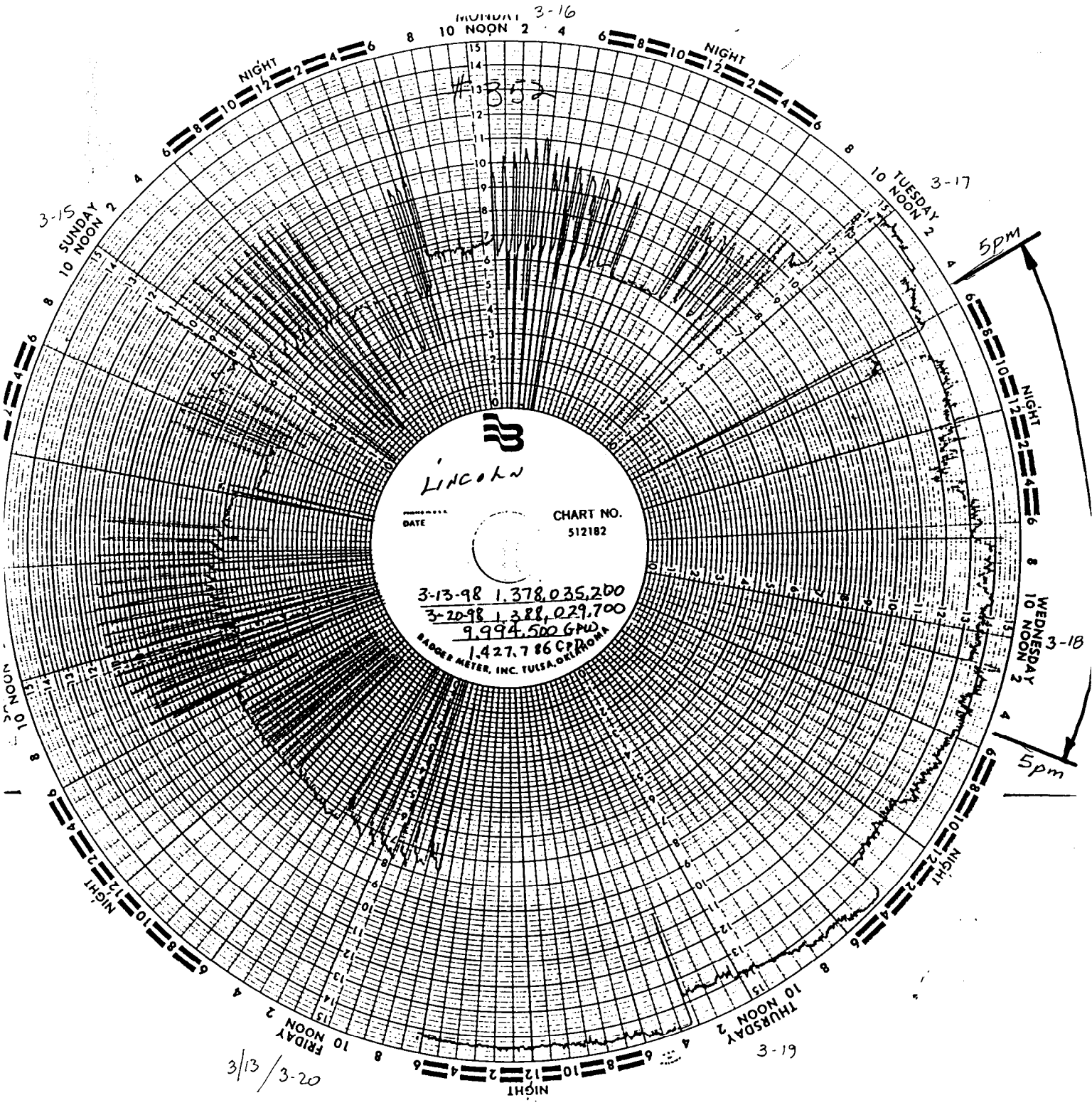


Chart No.: 3a

Year: 1998

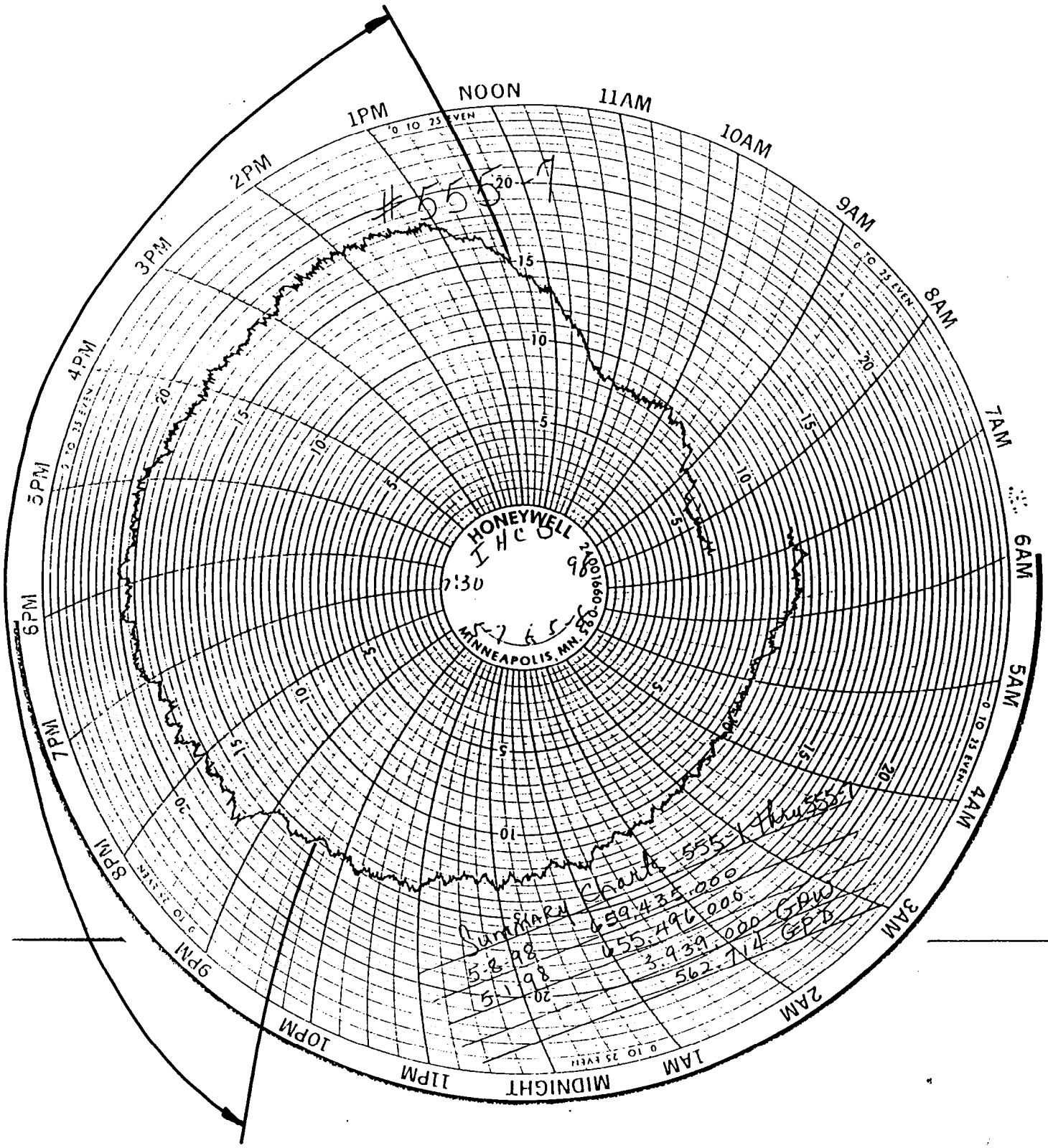


Chart No.: 3b

Year: 1998

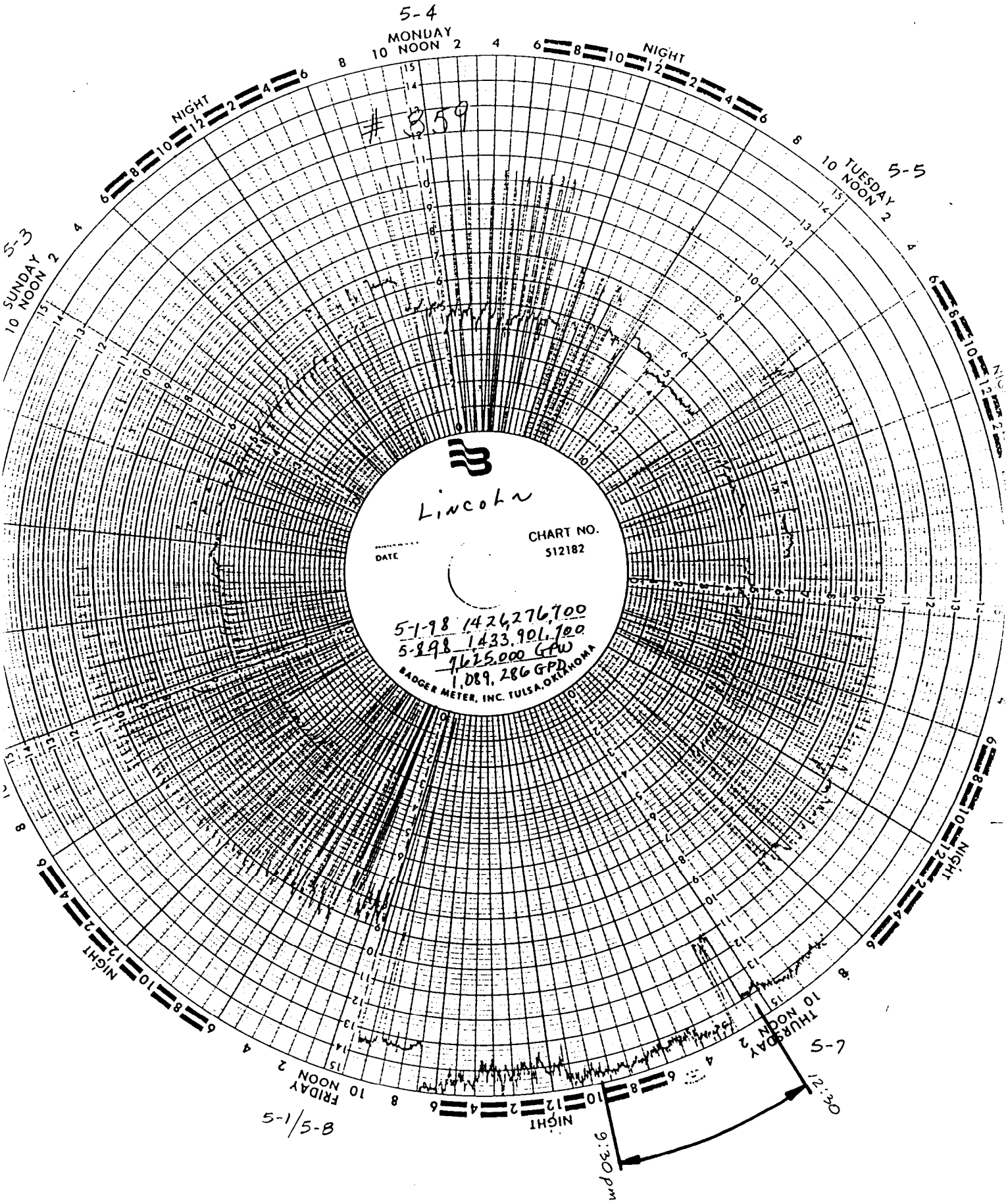


Chart No.: 4a

Year: 1998

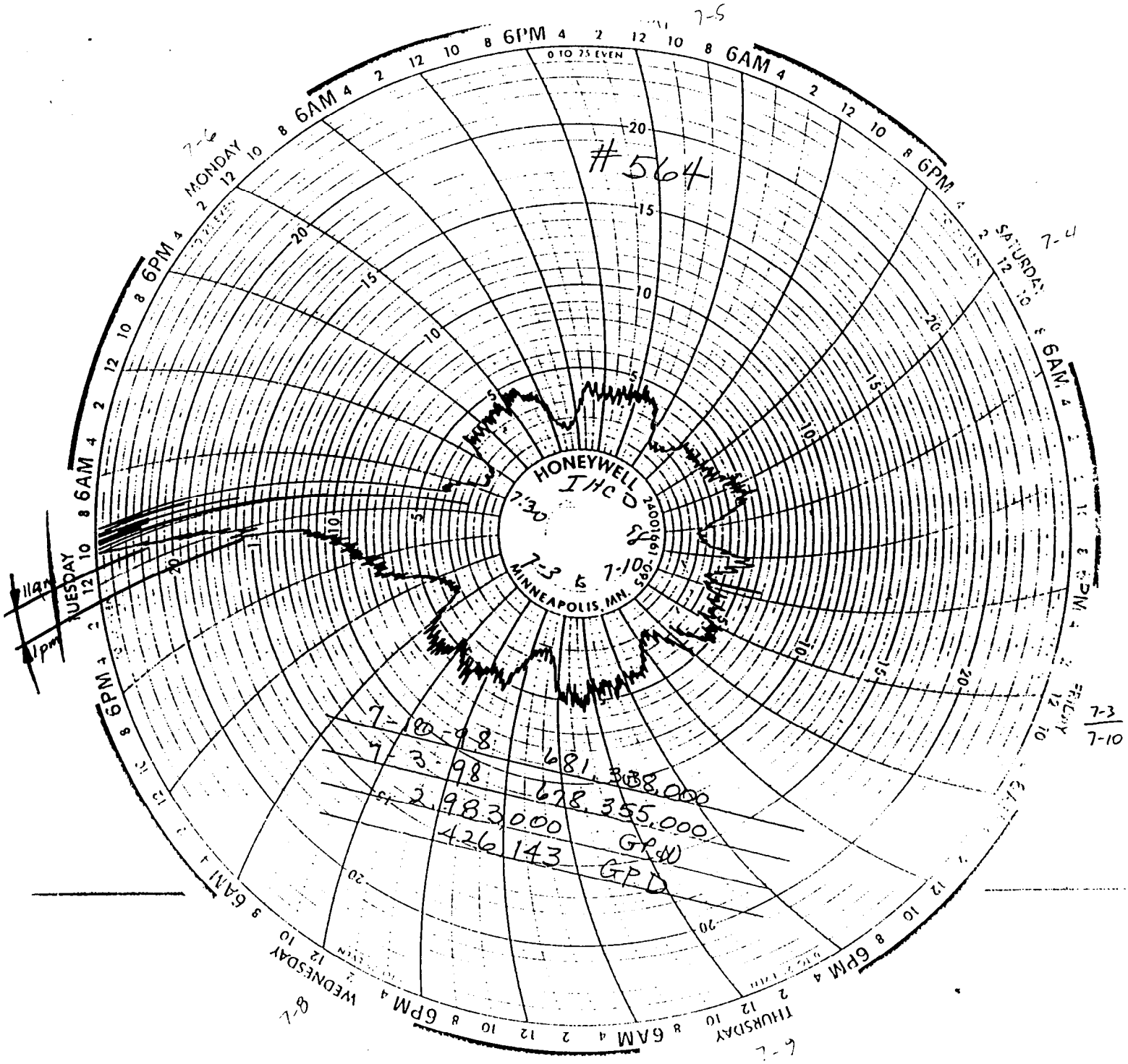


Chart No.: 4b

Year: 1998

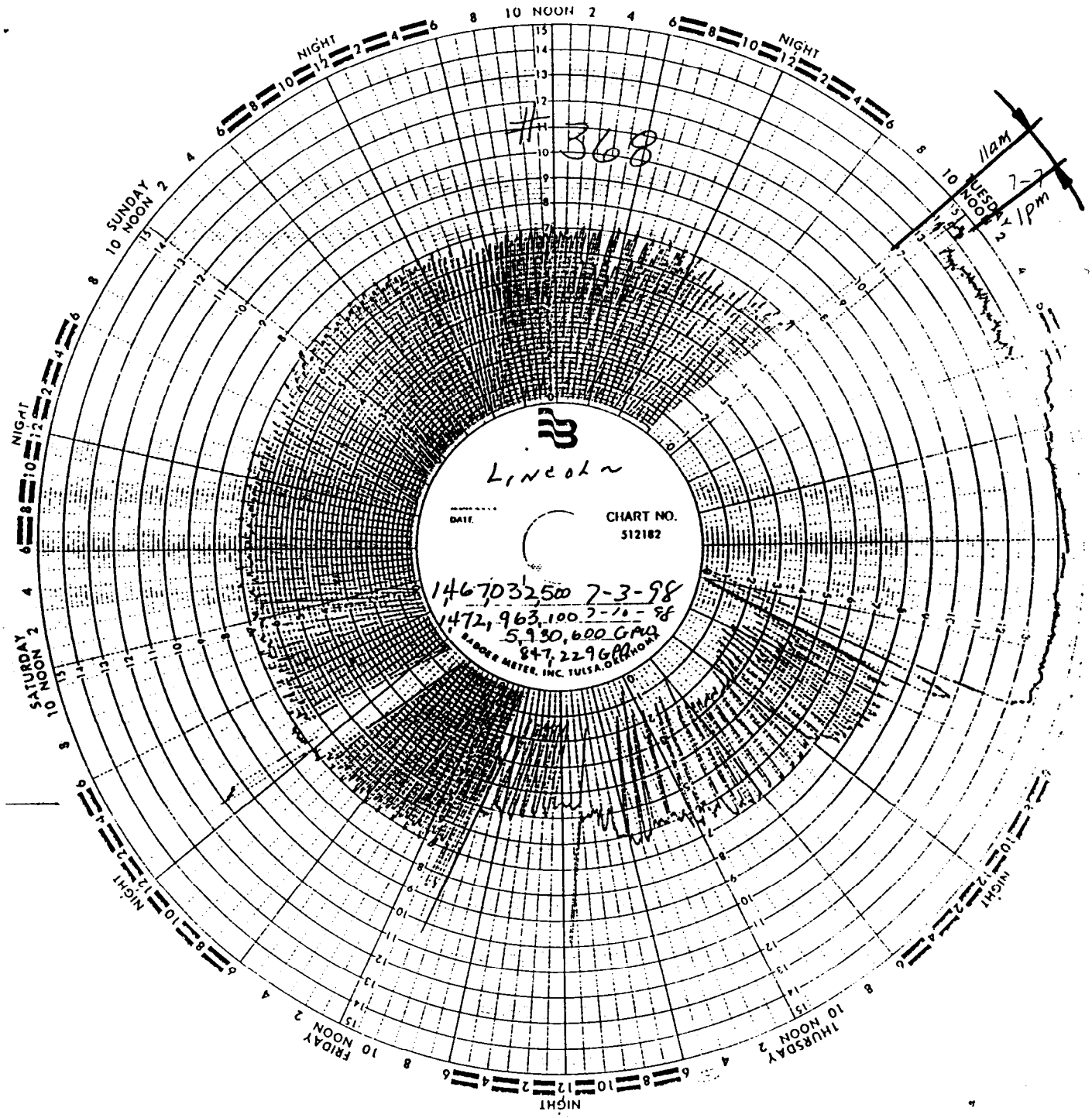


Chart No.: 5a

Year: 1999

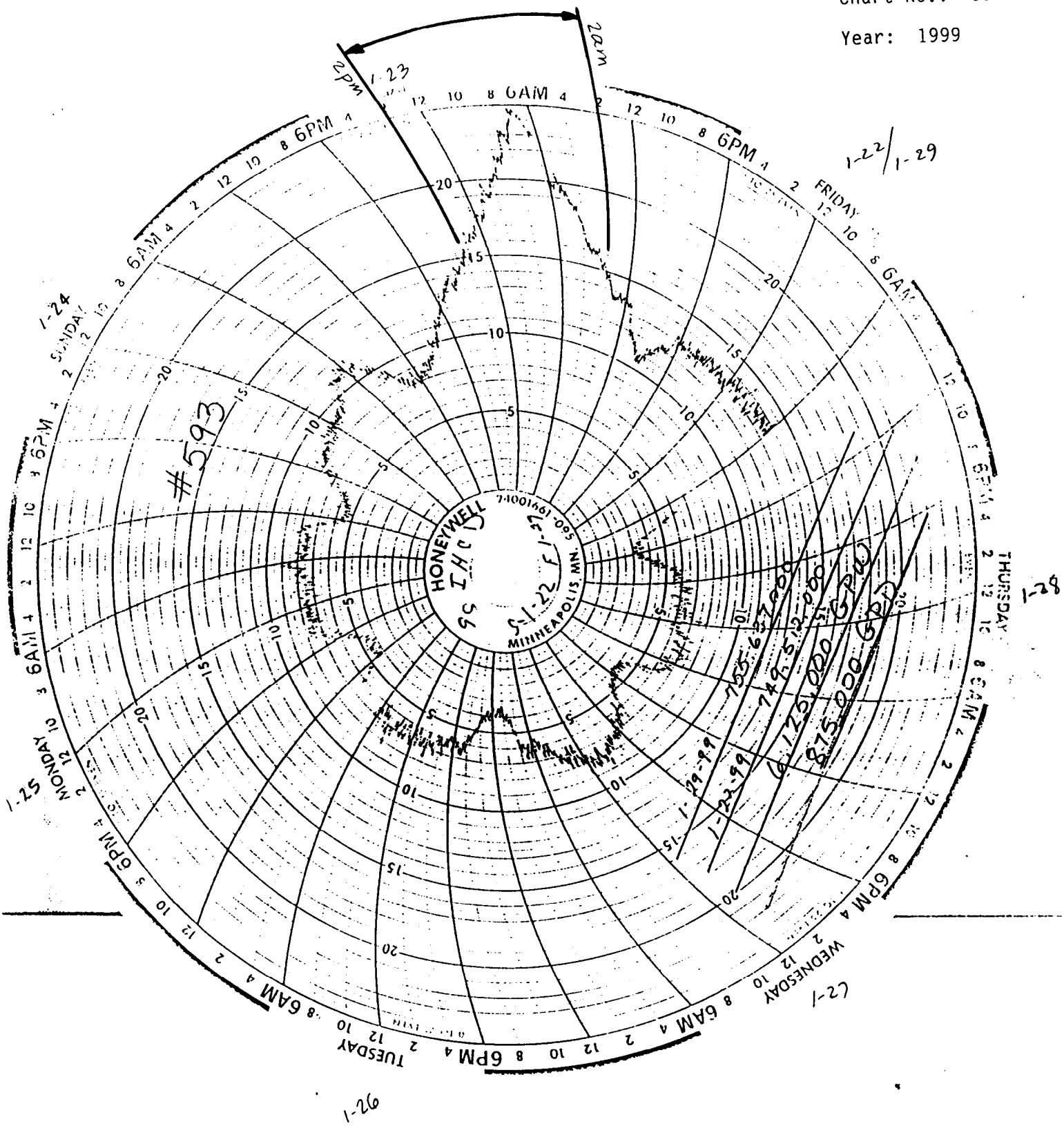


Chart No.: 5b

Year: 1999

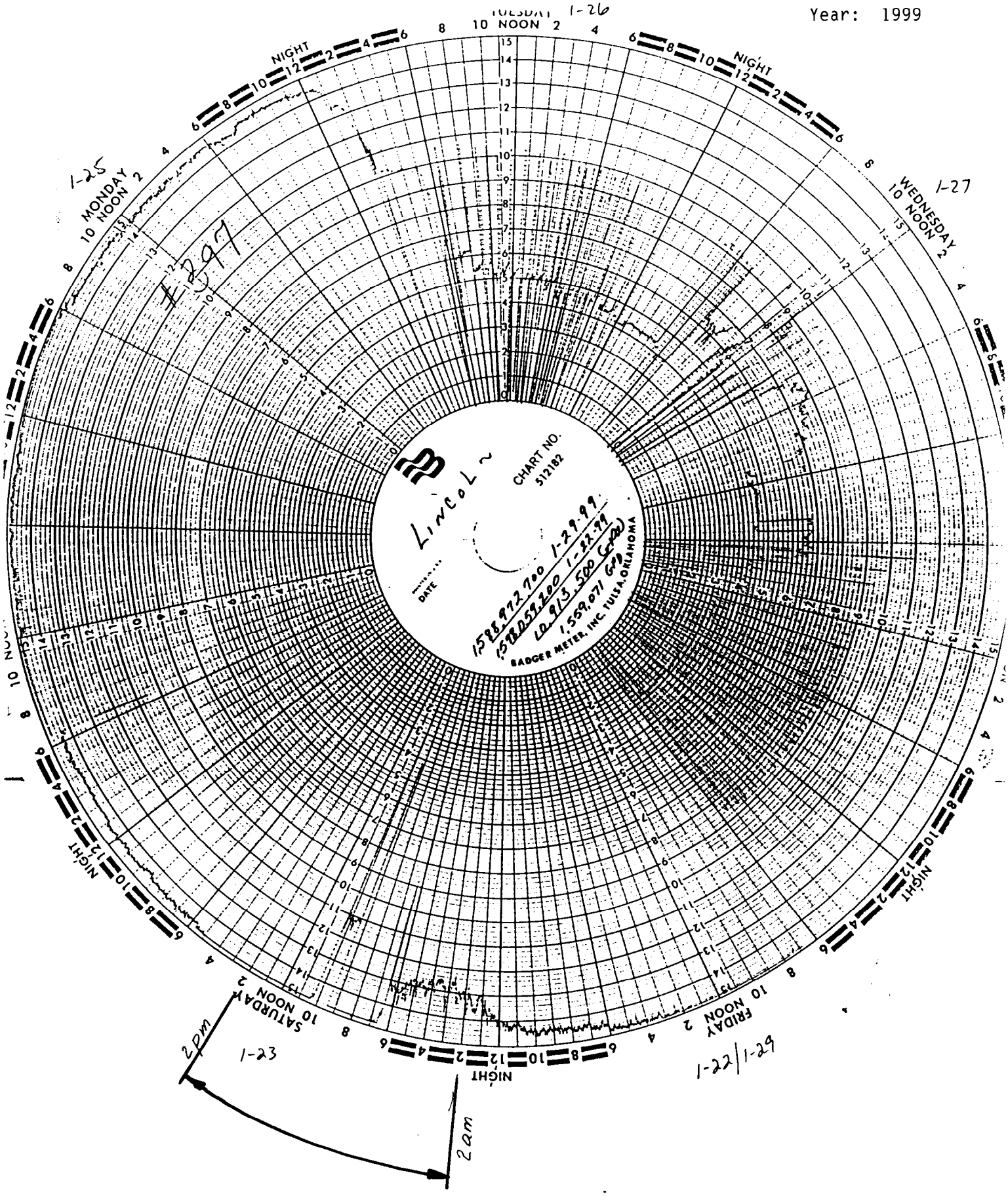


Chart No.: 6a1

Year: 1999

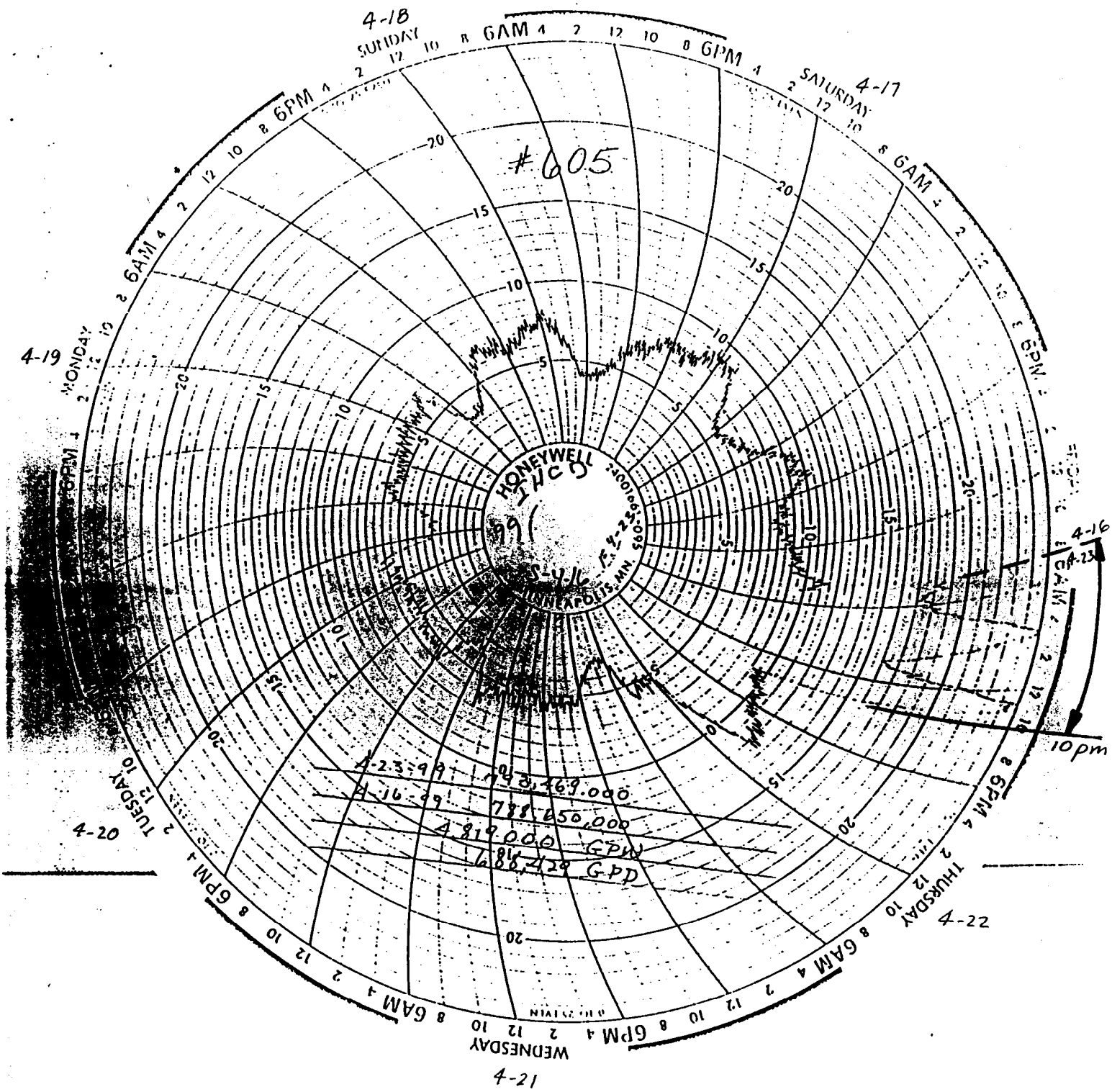


Chart No.: 6a2

Year: 1999

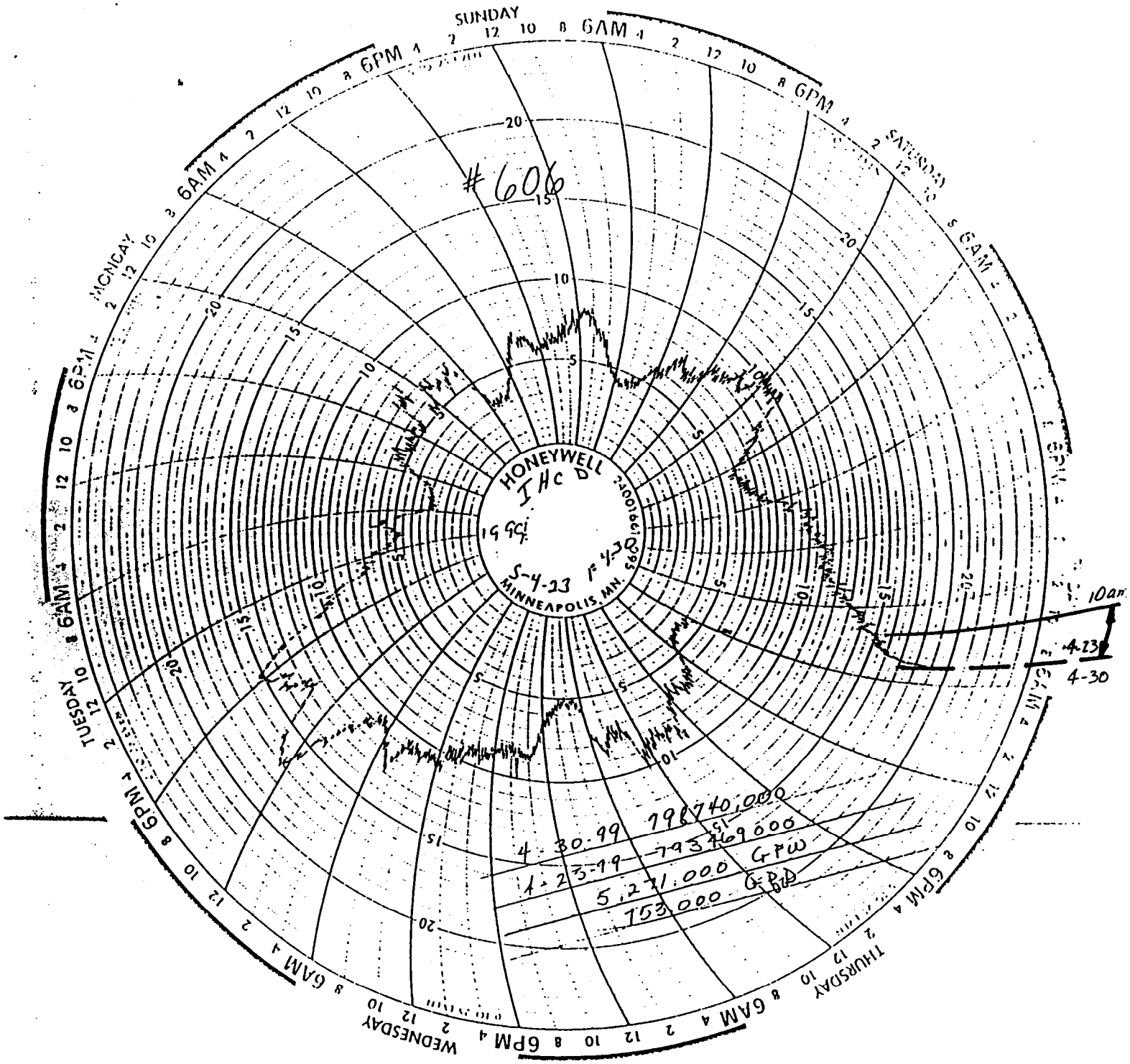


Chart No.: 6b1

Year: 1999

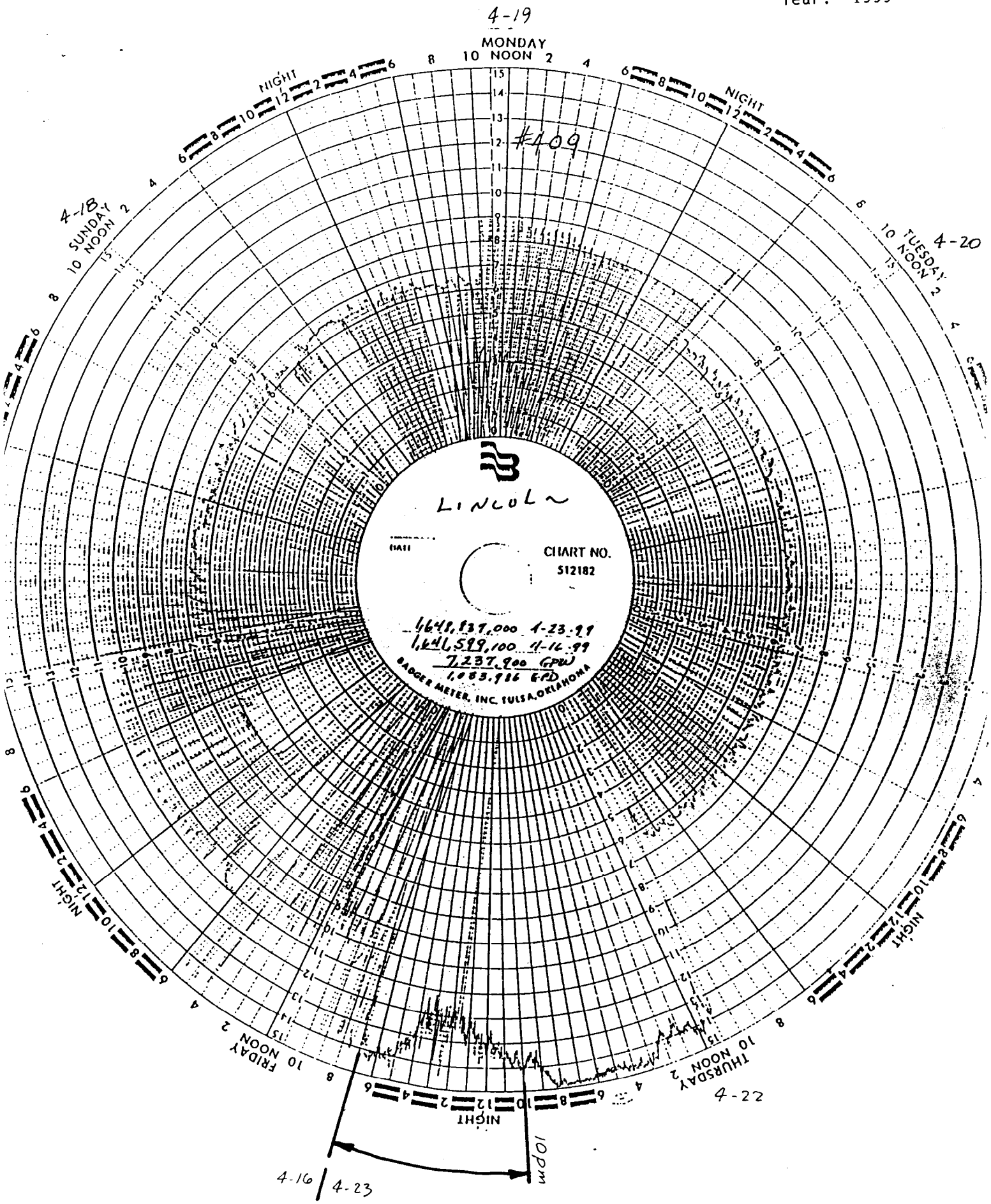


Chart No.: 6b2

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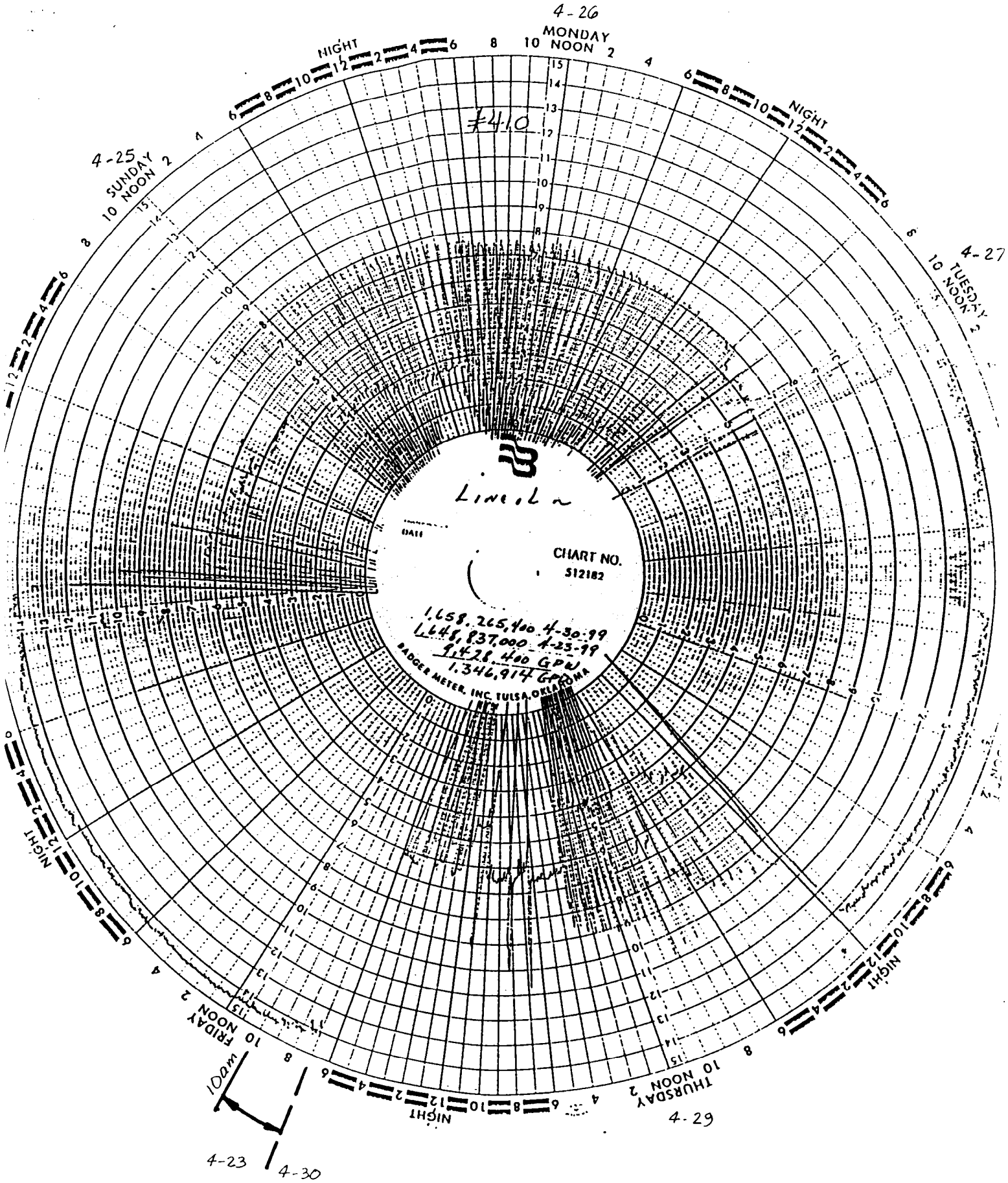


Chart No.: 7a

Year: 2000

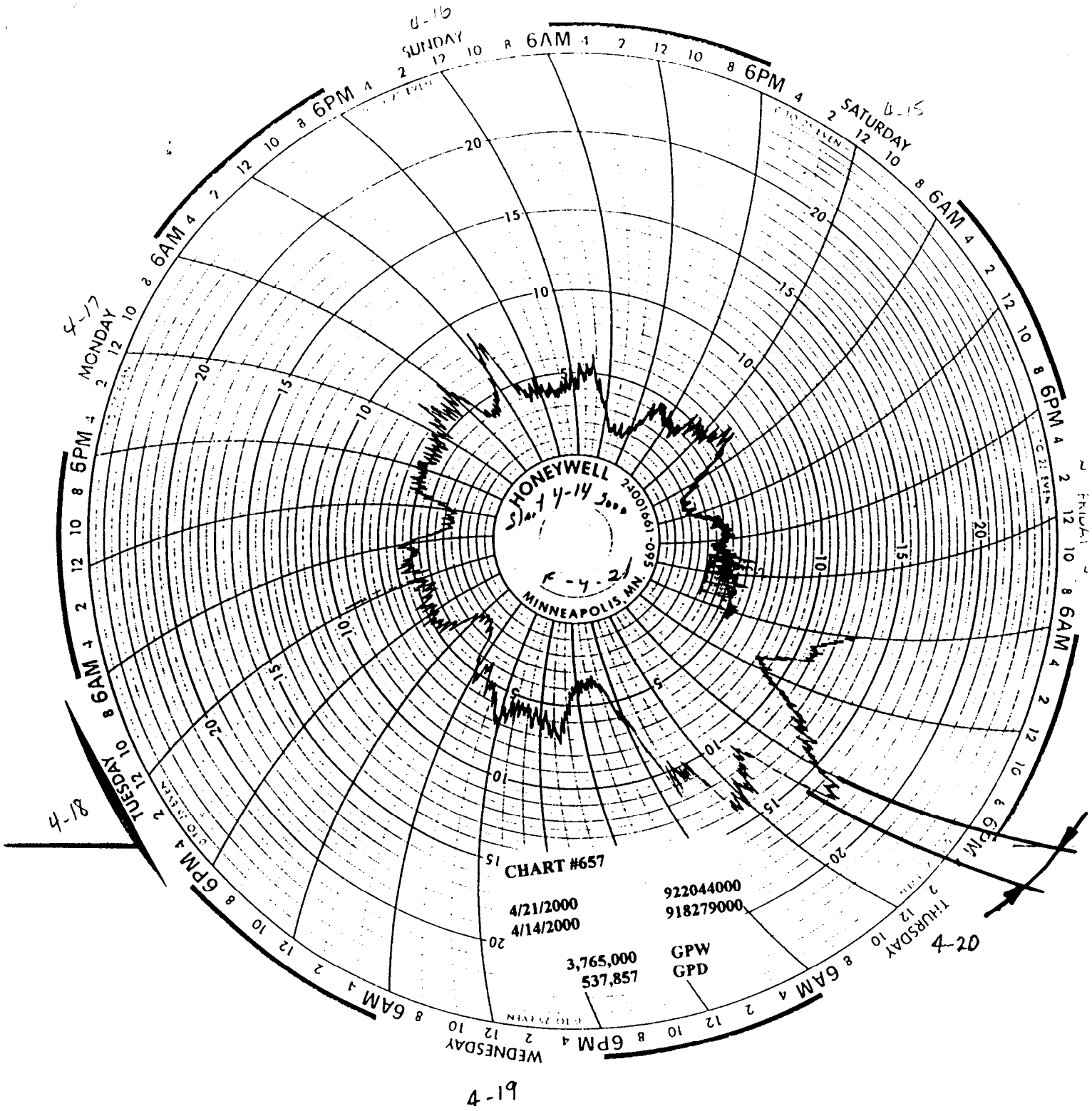


Chart No.: 7b

Year: 2000

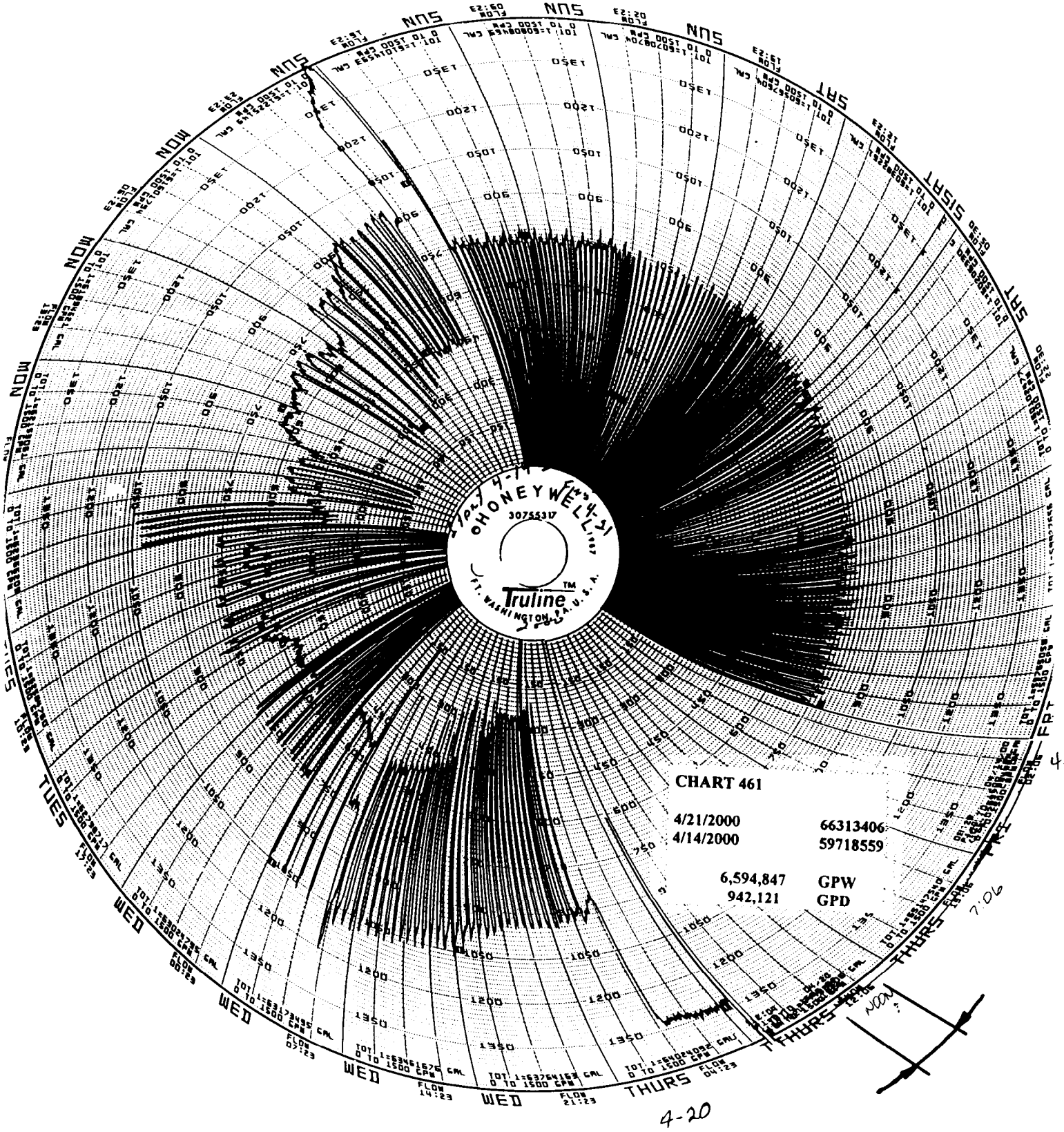


Chart No.: 8a

Year: 2000

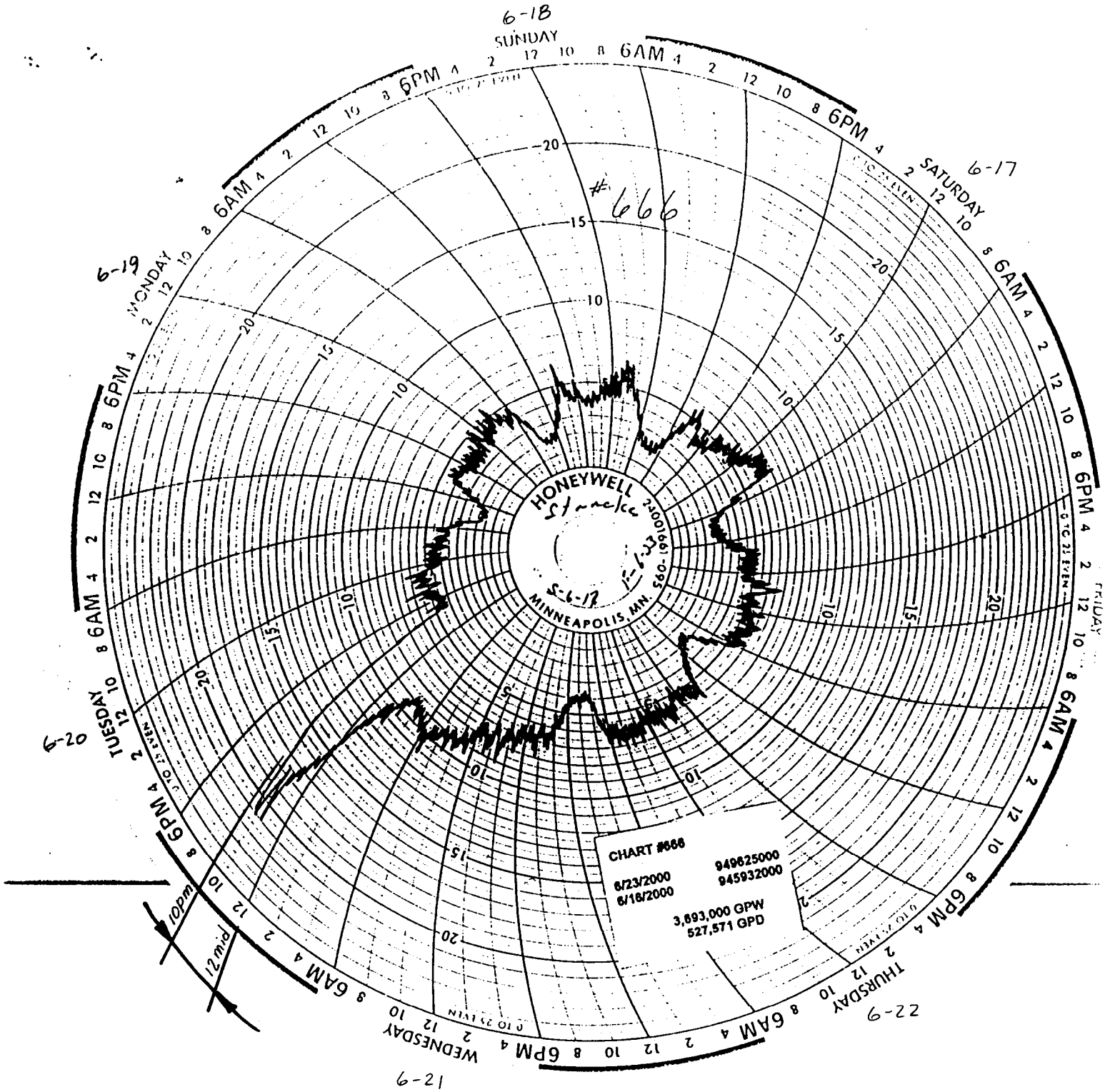


Chart No.: 8b

Year: 2000

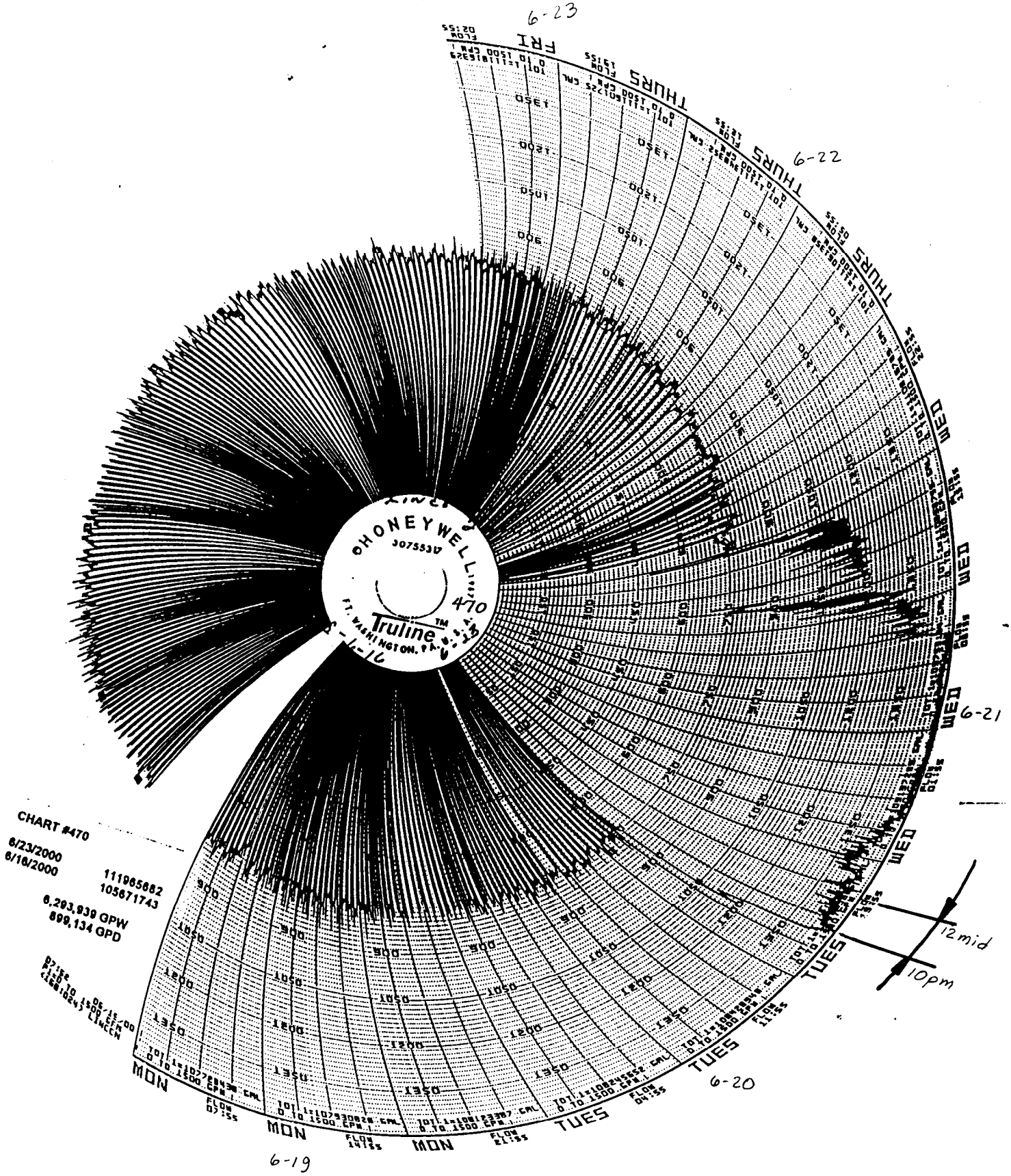


Chart No.: 9a

Year: 2000

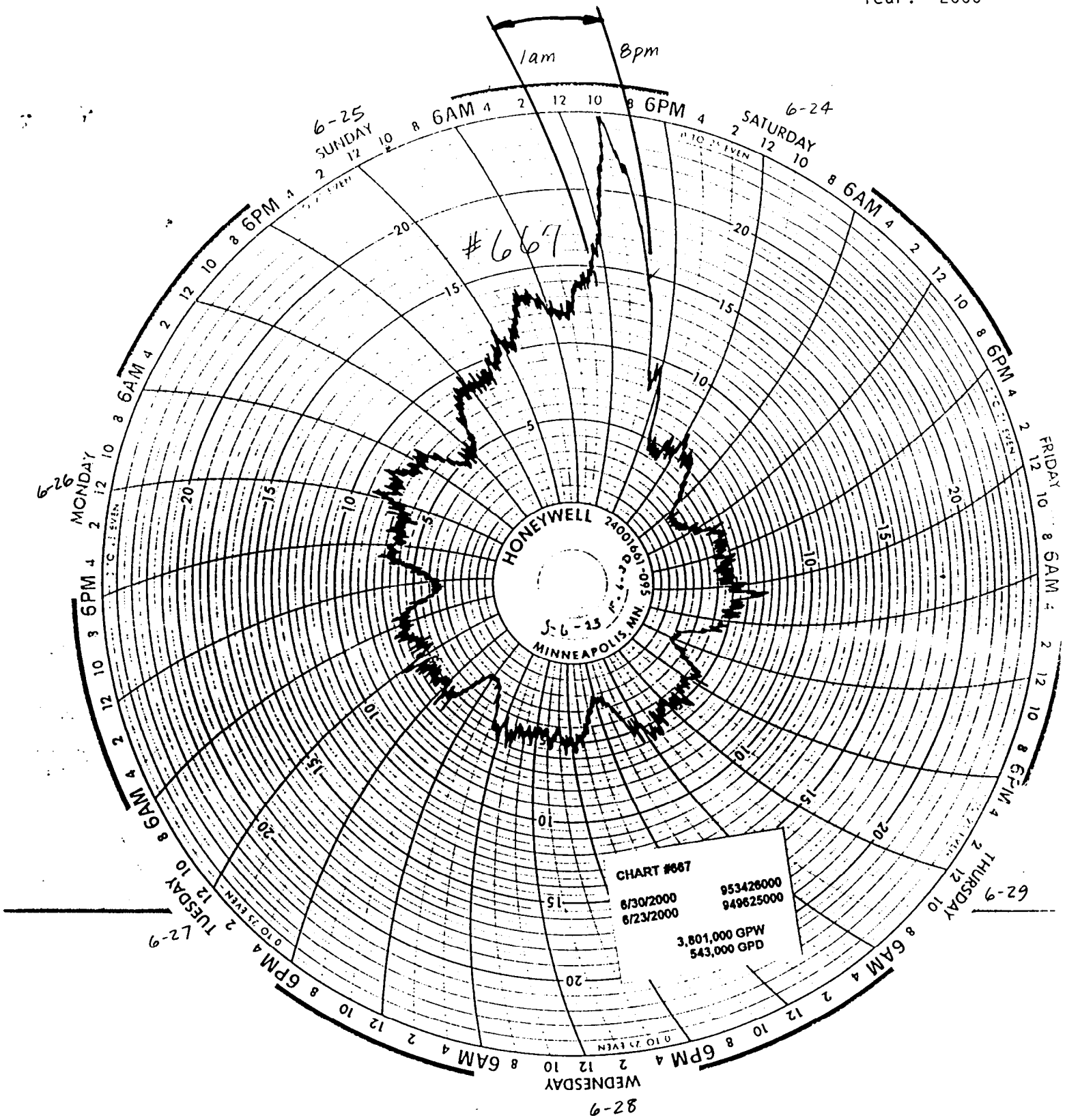


Chart No.: 9b

Year: 2000

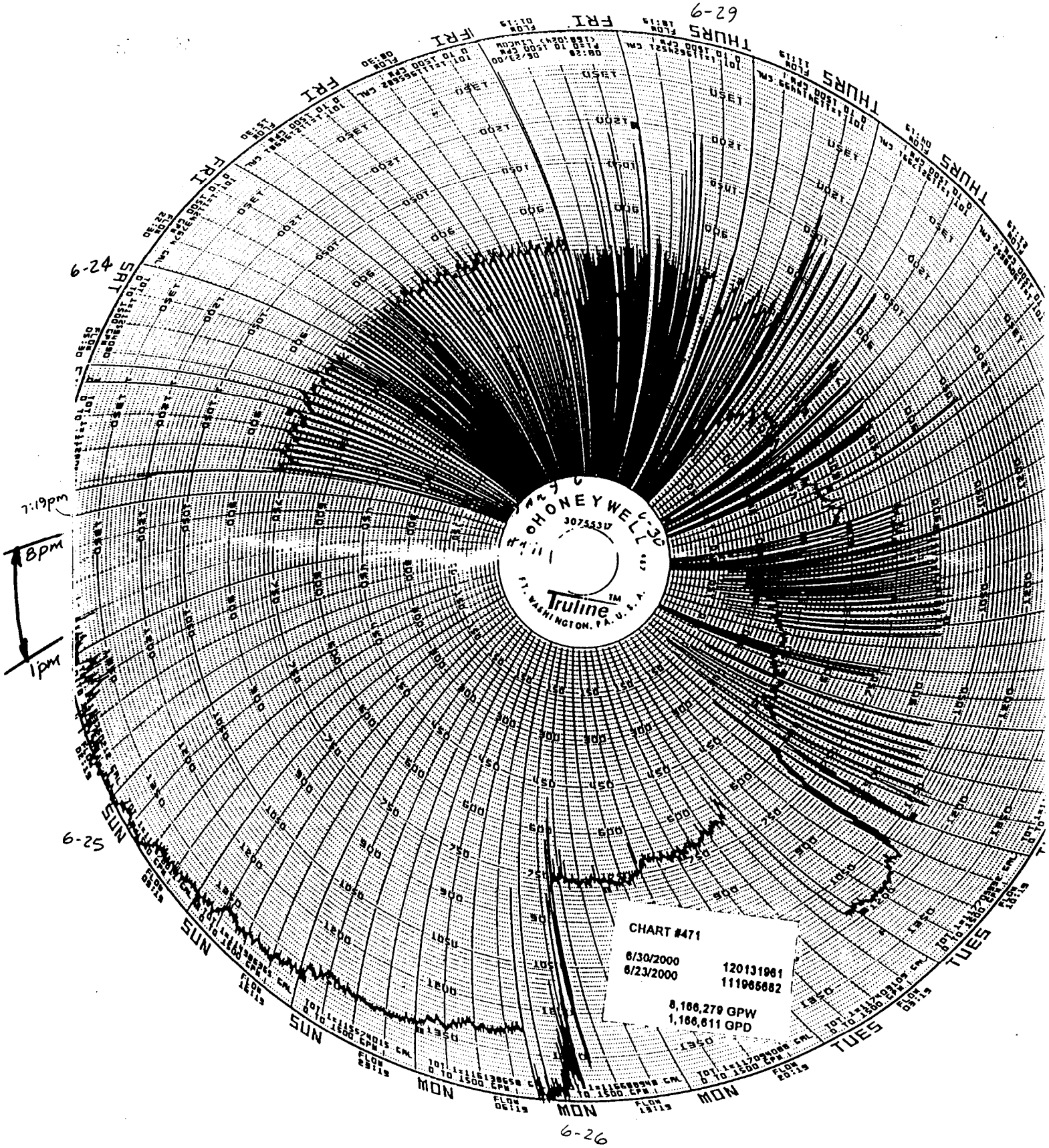
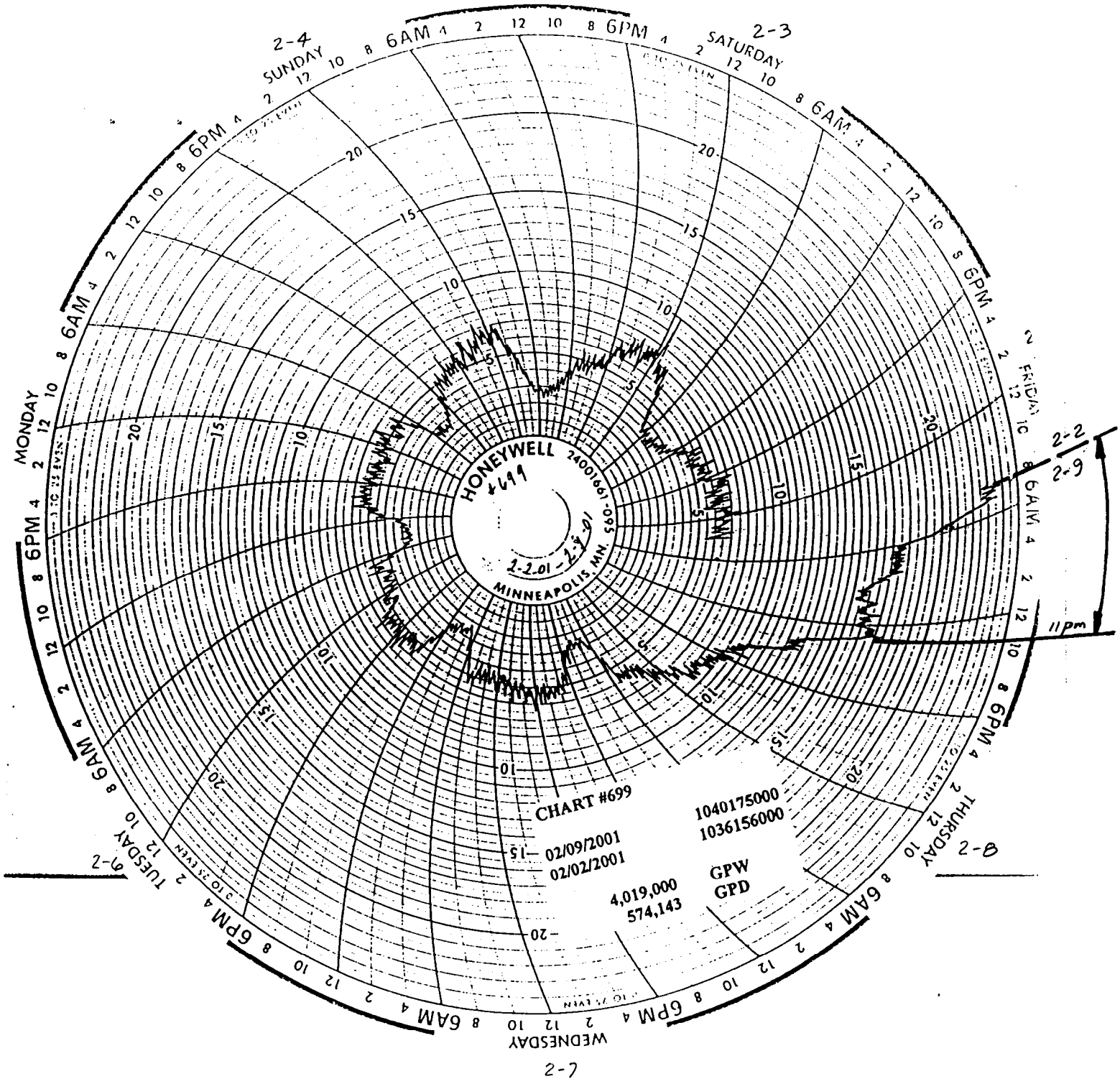


Chart No.: 10a1

Year: 2001



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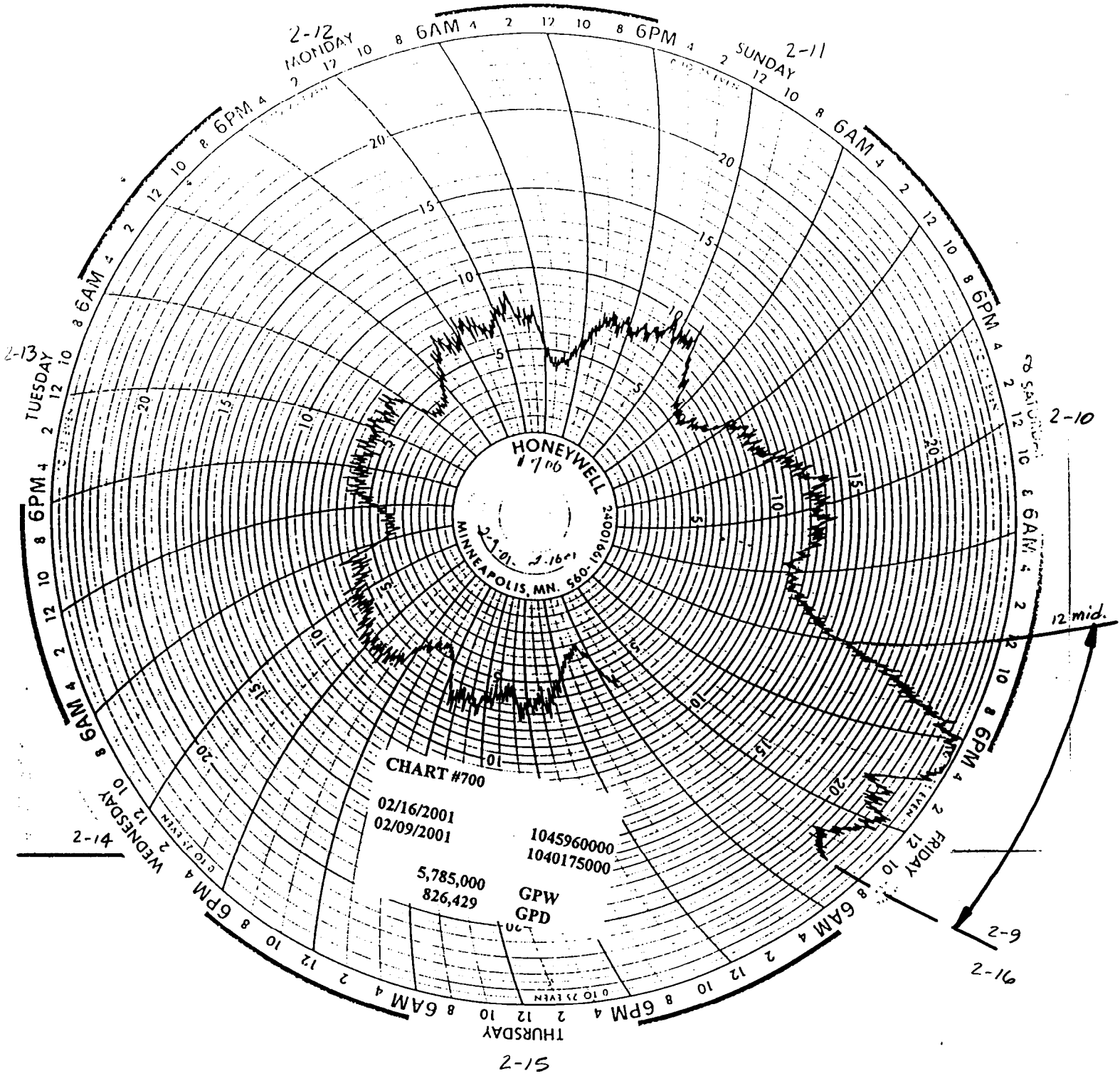
Year: 2001



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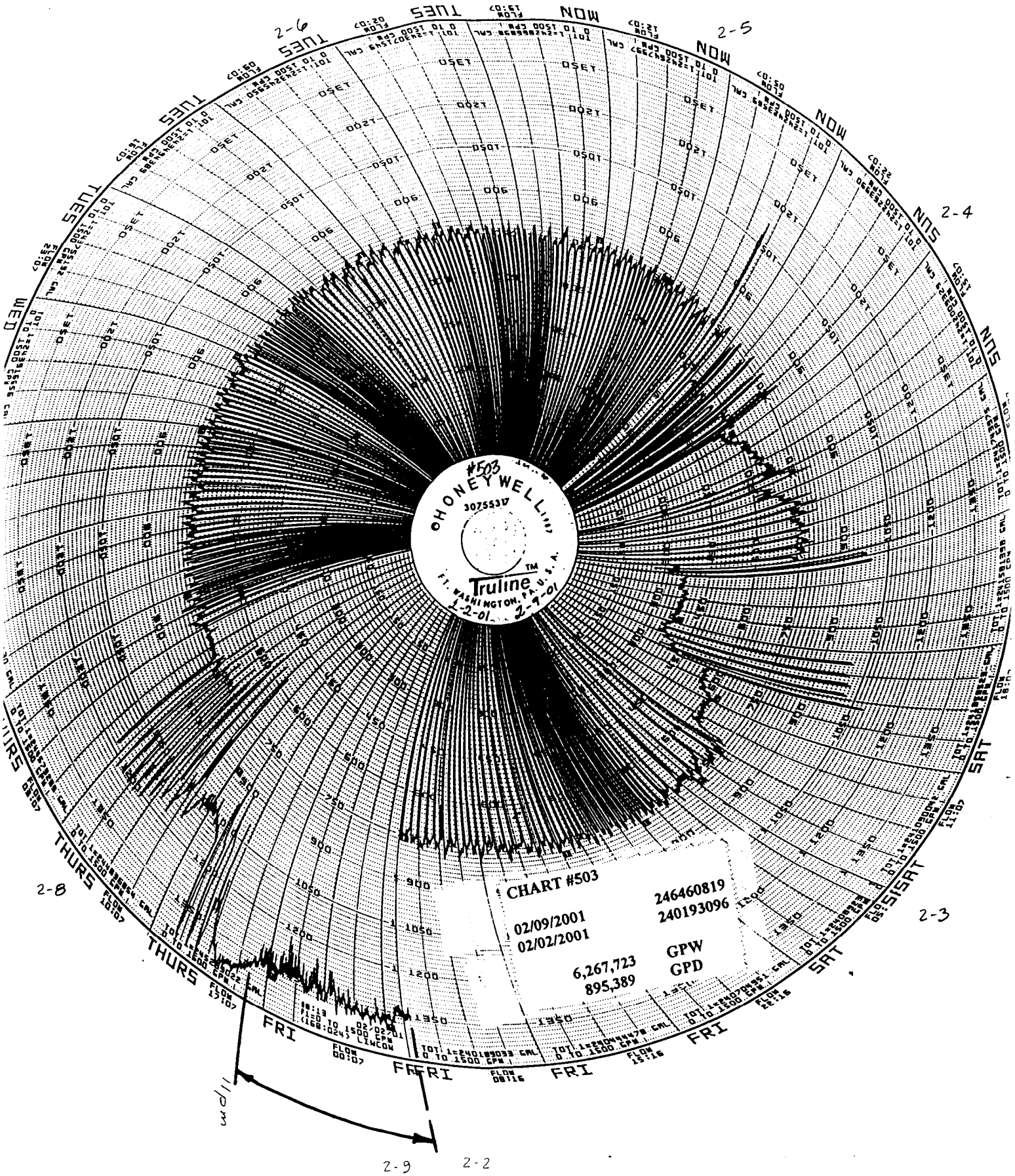
Year: 2001



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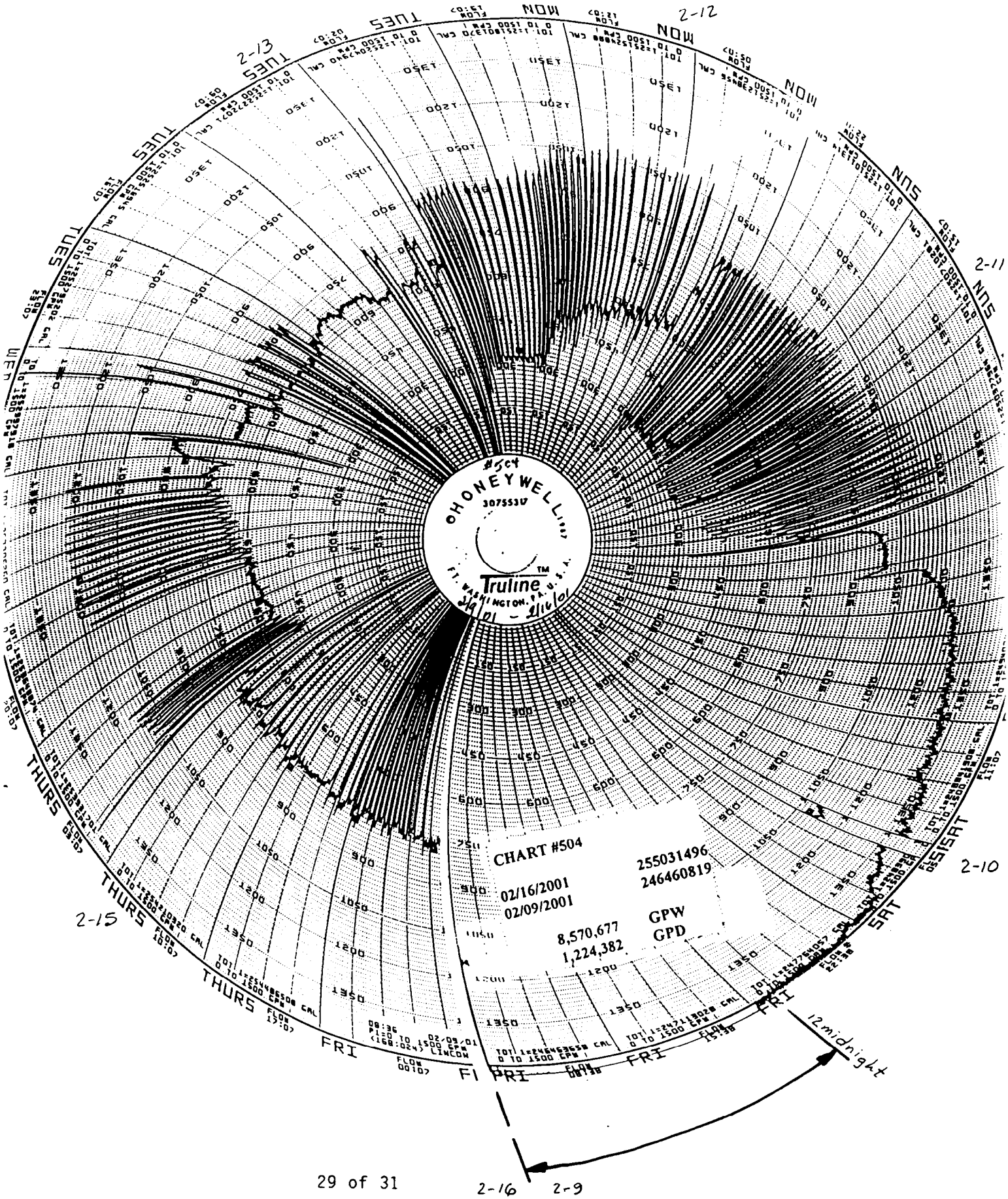
Year: 2001



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Year: 2001

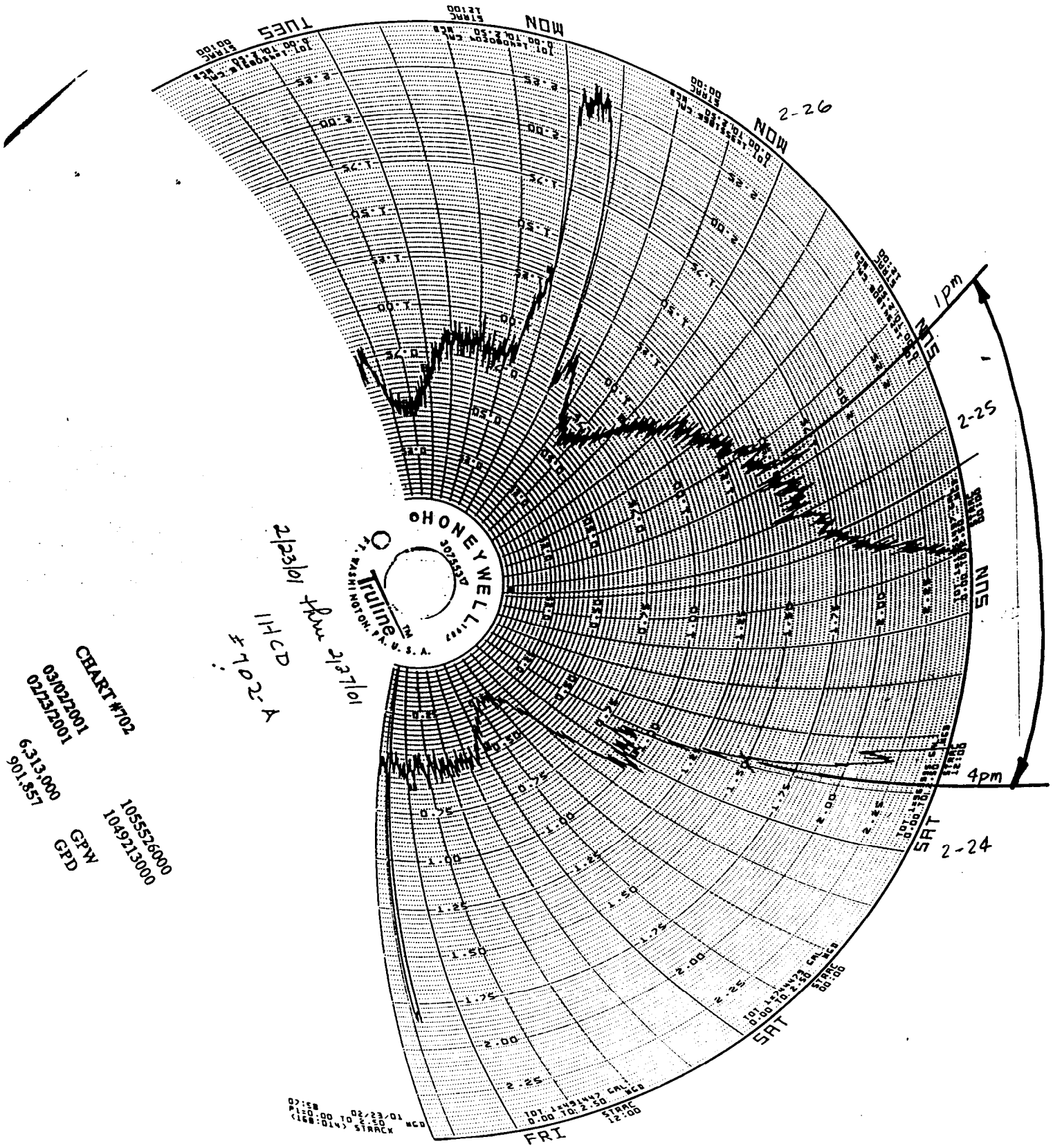
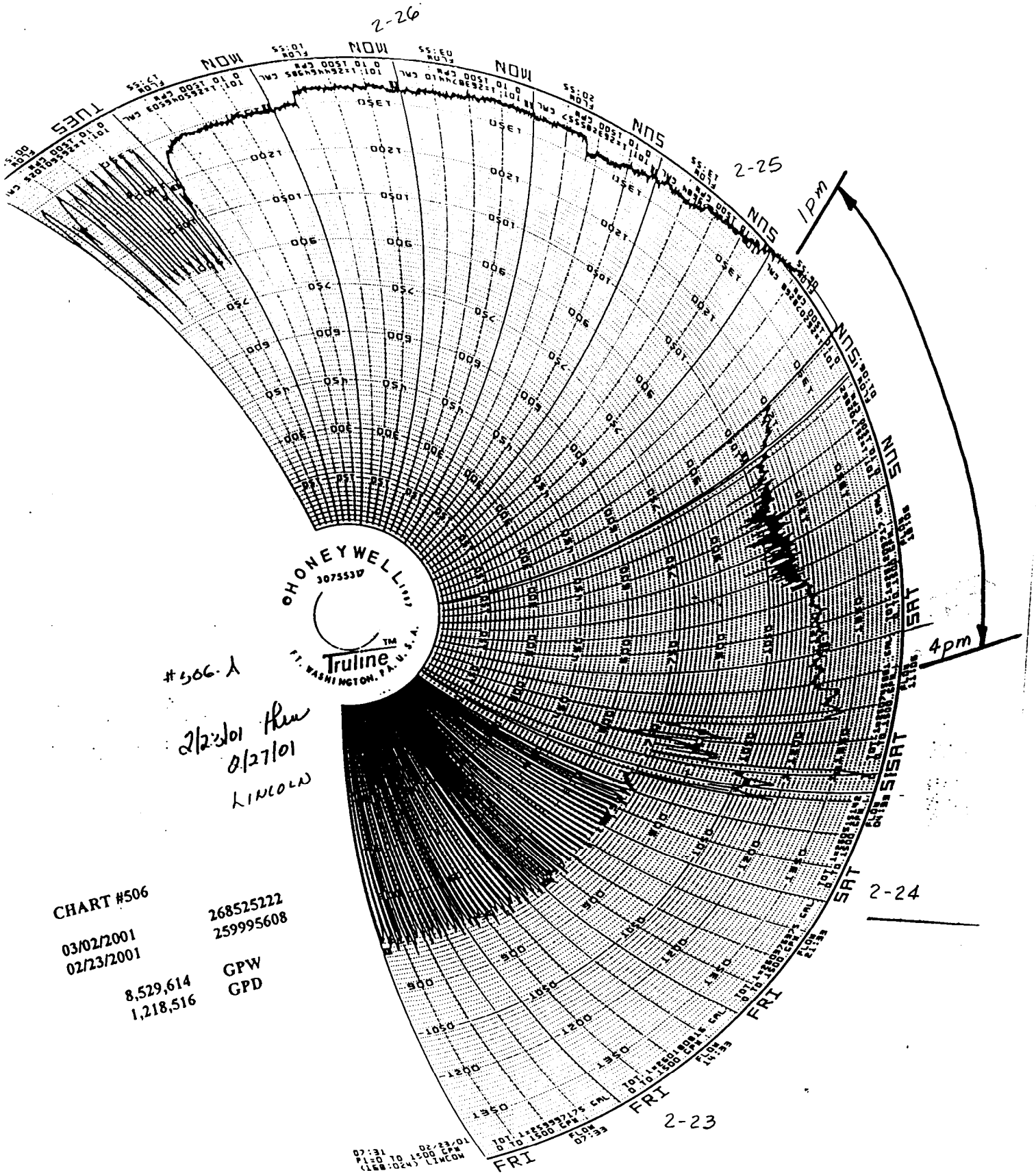


Chart No.: 11b

Year: 2001



POLLUTION COMPLAINT CLEARINGHOUSE:
Pollution Complaint Form
State Form 50014 (R/01-01)
INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

Indiana Dept. of Environmental Management
Attn: Pam O'Rourke
100 N. Senate Avenue
P.O. Box 6015
Indianapolis, IN 46206-6015

http://www.state.in.us/idem/pollutioncomplaints/

NOTE:
- This form should be used to mail a written complaint about an environmental pollution problem to IDEM. Please be sure to provide as much information as possible to ensure that IDEM is able to thoroughly investigate your complaint.
- Please note that if you provide any personal information on this form, IDEM must publicly disclose this information if requested. If you wish for your name, address, or phone number to remain anonymous, please leave those lines blank.
- Spills and other emergencies should be reported immediately to IDEM by telephone at 1-888-233-7745 (toll-free)

PART A: COMPLAINANT INFORMATION

➤ Personal information that you provide in this section (Part A) may allow IDEM staff to provide you with customer service complaint updates, however, the personal information will become public record and may be disclosed when requested. Please leave this section blank if you want to remain anonymous.

1. Please check (✓) one:

☐ Individual (e.g. concerned citizen) ☒ Public Official ☐ Anonymous

2. Name *(first, last)*:

Paul L. Volk, Chairman of the Board of Directors of Merrillville Conservancy District

3. Street address:

6250 Broadway

City:	County:	State:	Zip:
Merrillville	Lake	Indiana	46410

4. Telephone number:

Home: 219-769-8175 Work: 219-980-5220 or 219-808-7002

5. Date sent to IDEM *(mm/dd/year)*:

PART B: POLLUTION ACTIVITY

➤ Who do you think is responsible for the activity?

6. Owner/Company Name:

Independence Hill Conservancy District by its Board of Directors

7. Street address:

2193 West 84th Place

City:	County:	State:	Zip:
Merrillville	Lake	Indiana	46410

8. Telephone number: 219-769-3996

9. **Please describe the pollution activity.** *(Please be as specific as possible and include specific allegations, stream names, road names, quantity and types of materials involved, and other supporting information you think would be helpful)*:

See attached copy of MCD's 2-1-02, I.C. 13-30-1-et seq., 1) Notice of Intention to Sue Independence Hill Conservancy District for Declaratory and Equitable Relief in the Name of the State for Protection of the Enviornment; and 2) MCD's Request for IDEM to Impose a Sewer Connection Ban on IHCD due to the Overload Condition of IHCD's Sanitary Sewer Facilities

(Continued on page 2)

MCD EXHIBIT 28

PART C: POLLUTION ACTIVITY DETAILS

10. Please provide the date(s) and duration of the activity. *(e.g. 6/12/99-present; 4 hours in the morning)*:

See supra, MCD's answer to #9.

11. Please describe the location of this pollution activity. *(e.g. in the back of the building; southeast of the property parallel to SR 400 East; in the parts washing room)*:

See supra, MCD's answer to #9.

12. Please provide us with driving directions to the site of the activity. *(e.g. take I-65 south to exit 49, take US 50 west to Brownstown, take SR 135 south to Vallonia, the site is located 1 mile south of Vallonia on the left side of SR 135)*:

See supra, MCD's answer to #9.

13. Additional comments:

See supra, MCD's answer to #9.

CERTIFICATE OF SERVICE

DATE: February 1, 2002

RE: POLLUTION COMPLAINT FORM – STATE FORM 50014 (R/01-01)
INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

A. MCD's I.C. 13-30-1 *et seq.*, Notice of Intention to Sue Independence Hill Conservancy District [*hereinafter*, IHCD] for Declaratory and Equitable Relief in the Name of the State for Protection of the Environment

B. MCD's Request for IDEM to Impose a Sewer Connection Ban and Civil Penalties on IHCD due to the Overload Condition of IHCD's Sanitary Sewer Facilities

FROM: MERRILLVILLE CONSERVANCY DISTRICT BY ITS BOARD OF DIRECTORS

PAUL VOLK, Chairman
MILAN DAKICH, Vice-Chairman
JOSEPH T. SANOK, Secretary
KENNETH SMITH, Financial Secretary
THOMAS P. KEILMAN, Board Member

I, William L. Touchette, counsel for Merrillville Conservancy District hereby certify that a true and accurate copy of the above-referenced document was served by first class U.S. Mail on the following entities and persons:

INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
Attn: Lori F. Kaplan, IDEM Commissioner
100 North Senate Avenue
P.O. Box 6015
Indianapolis, IN 46206-6015 (Certified U.S. Mail Receipt # 7099 3220 0003 4879 3981)

INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
OFFICE OF WATER QUALITY
COMPLIANCE EVALUATION SECTION
Attn: Don Daily, Section Chief
100 North Senate Avenue – P.O. Box 6015
Indianapolis, IN 46206-6015 (Certified U.S. Mail Receipt # 7099 3220 0003 4879 3998)

INDIANA DEPARTMENT OF NATURAL RESOURCES
Attn: Larry D. Macklin, Director
402 West Washington Street, Room W256
Indianapolis, IN 46204 (Certified U.S. Mail Receipt # 7099 3220 0003 4879 4001)

OFFICE OF THE INDIANA ATTORNEY GENERAL
Attn: Steve Carter, Attorney General
Indiana Government Center South, 5th Floor
402 West Washington Street
Indianapolis, IN 46204 (Certified U.S. Mail Receipt # 7099 3220 0003 4879 4018)

George C. Paras
Attorney for IHCD
1000 East 80th Place
Suite 415N
Merrillville, IN 46410-5673

IHCD
Attn: Lynn Statler
2193 West 84th Place
Merrillville, IN 46410-3996

Margaret A. Uzelac
7524 Hendricks Street
Merrillville, IN 46410
IHCD Area 5 Director and
Chairperson

Robert J. Minniti, Sr.
7713 Marshall Street
Merrillville, IN 46410
IHCD Area 1 Director and
Vice-Chairman

Andre Dubois
2202 West 85th Avenue
Merrillville, IN 46410
IHCD Area 2 Director and
Treasurer

Ruben M. Valdez
1416 West 75th Avenue
Merrillville, IN 46410
IHCD Area 3 Director

James W. Beshears
3654 West 79th Place
Merrillville, IN 46410
IHCD Area 5 Director

Terrence J. Bronowski, C.P.A.
8000 Utah Street
Merrillville, IN 46410
IHCD Accountant

QUANDT, INC.
Engineers & Architects
Attn: William L. Bannister
7725 Broadway, Suite E
Merrillville, IN 46410-4774
IHCD Engineer

Chester F. Dobis
State Representative
6565 Marshall Court
Merrillville, IN 46410-2859

Andrew Sylwestrowicz
Merrillville Town Council Member
5825 Taney Place
Merrillville, IN 46410

Joseph D. Shudick, Jr.
Merrillville Town Council Member
7530 Independence Road
Merrillville, IN 46410

Archie Owen
Merrillville Town Council Member
251 East 79th Avenue
Merrillville, IN 46410

David M. Uzelac
Merrillville Town Council Member
7820 Broadway
Merrillville, IN 46410

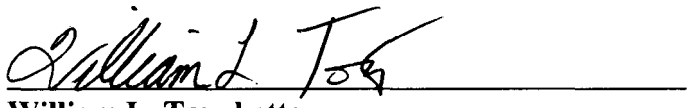
David Mirich
Merrillville Town Council Member
5401 Van Buren
Merrillville, IN 46410

Rick Bella
Merrillville Town Council Member
990 West 87th Avenue
Merrillville, IN 46410

Ron Widing
Merrillville Town Council Member
919 West 61st Avenue
Merrillville, IN 46410

Meyer & Wyatt, P.C.
Attn: James B. Meyer
Attorney for Gary Sanitary District
363 S. Lake Street
Gary, IN 46403

Signed and dated the 1st day of February, 2002.



William L. Touchette,
Attorney #1930-49

5544 Broadway
Post Office Box 10038
Merrillville, IN 46411-0038
Telephone: (219)756-1721

Attorney for Merrillville Conservancy District

MERRILLVILLE CONSERVANCY DISTRICT

6250 BROADWAY
MERRILLVILLE, INDIANA 46410

1963-2002
OVER 39 YEARS OF SERVICE

TELEPHONE: (219)980-5220
FACSIMILE: (219)980-8035

TO: INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
Attn: Lori F. Kaplan, IDEM Commissioner
100 North Senate Avenue
P.O. Box 6015
Indianapolis, IN 46206-6015 (Certified U.S. Mail Receipt # 7099 3220 0003 4879 3981)

INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
OFFICE OF WATER QUALITY
COMPLIANCE EVALUATION SECTION
Attn: Don Daily, Section Chief
100 North Senate Avenue – P.O. Box 6015
Indianapolis, IN 46206-6015 (Certified U.S. Mail Receipt # 7099 3220 0003 4879 3998)

INDIANA DEPARTMENT OF NATURAL RESOURCES
Attn: Larry D. Macklin, Director
402 West Washington Street, Room W256
Indianapolis, IN 46204 (Certified U.S. Mail Receipt # 7099 3220 0003 4879 4001)

Office of the Indiana Attorney General
Attn: Steve Carter, Attorney General
Indiana Government Center South, 5th Floor
402 West Washington Street
Indianapolis, IN 46204 (Certified U.S. Mail Receipt # 7099 3220 0003 4879 4018)

FROM: MERRILLVILLE CONSERVANCY DISTRICT [*hereinafter*, MCD]

MCD BOARD OF DIRECTORS
PAUL VOLK, Chairman
MILAN DAKICH, Vice-Chairman
JOSEPH T. SANOK, Secretary
KENNETH SMITH, Financial Secretary
THOMAS P. KEILMAN, Board Member

DATE: February 1, 2002

RE: A. MCD's I.C. 13-30-1 *et seq.*, Notice of Intention to Sue Independence Hill Conservancy District [*hereinafter*, IHCD] for Declaratory and Equitable Relief in the Name of the State for Protection of the Environment

B. MCD's Request for IDEM to Impose a Sewer Connection Ban and Civil Penalties on IHCD due to the Overload Condition of IHCD's Sanitary Sewer Facilities

TABLE OF CONTENTS

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I. INTRODUCTION 1

II. MCD'S TENDER OF LEGAL AUTHORITY 2

III. RELEVANT ENCLOSURES 5

IV. STATEMENT OF THE FACTS 6

V. IDEM SHOULD IMMEDIATELY IMPOSE A SEWER CONNECTION BAN ON IHCD 7

VI. AFTER THE DATE OF THIS NOTICE, IDEM SHOULD IMPOSE A $25,000 CIVIL PENALTY ON IHCD FOR EACH TIME IHCD EXCEEDS IHCD'S PEAK CAPACITY LIMITATION IN MCD'S WASTEWATER FACILITIES 10

VII. THE STATE OF INDIANA SHOULD PURSUE A FEDERAL GRANT RECOVERY ACTION, DECLARATORY ACTION, AND/OR INJUNCTIVE RELIEF AGAINST IHCD DUE TO IHCD'S FAILURE TO COMPLY WITH IHCD'S FEDERAL GRANT CONDITIONS FOR THE CONSTRUCTION OF TREATMENT WORKS 11

APPENDIX A-1

I. INTRODUCTION

The purpose of this letter is to request that the above agents and agencies of the State of Indiana, within 90 days after receiving this Notice, take appropriate legal action against IHCD in the name of the State of Indiana for the protection of the environment of Indiana from significant pollution, impairment, or destruction; and, for IHCD's violation of state and federal water pollution control laws.

See, **I.C. 13-30-1-1** "Declaratory or equitable relief in the name of the state"; **I.C. 13-30-1-2** "Notice"; and **I.C. 13-30-1-3** "Maintenance of action; agency not required to be joined as party"; *See also,* **I.C. 13-30-3-1** "Investigation; initiation".

On 11-21-01 MCD filed a "COMPLAINT" against IHCD in *Merrillville Conservancy District by its Board of Directors (Plaintiffs) v. Independence Hill Conservancy District by its Board of Directors (Defendants),* Cause No. 45D05-0111-CP-540, Lake Superior Court, Civil Division,

Hammond, Indiana. *See*, enclosed copy. On 1-2-02 this case was transferred to the Honorable James Danikolas, Special Judge, Lake Superior Court, Civil Division, Room 3, and redocketed under Cause No. 45D03-0201-CC-00009. MCD's request for state action against IHCD as stated herein, involves many common questions of fact with the allegations raised in MCD's 11-21-01 "COMPLAINT" against "IHCD". MCD hereby requests that the State of Indiana pursue all other actions and remedies against IHCD, which can only be pursued in the name of the State of Indiana.

If the state agents and/or agencies receiving this Notice do not take legal action against IHCD as requested herein within 90 days after receiving this Notice, then MCD intends to pursue all other actions and remedies against IHCD, which can only be pursued in the name of the State of Indiana. **I.C. 13-30-1-3**.

II. MCD'S TENDER OF LEGAL AUTHORITY (*See infra*, APPENDIX for verbatim copies of the legal authorities cited below)

1. TITLE 13. ENVIRONMENT; ARTICLE 30. ENFORCEMENT AND LEGAL ACTIONS
CHAPTER 2. PROHIBITED ACTS

A. I.C. 13-30-2-1 Specific acts prohibited

B. I.C. 13-30-2-2 Offer to provide service or allocate sewer tap without capacity to do so; liability

2. ARTICLE 18. WATER POLLUTION CONTROL;
CHAPTER 3. POWERS AND DUTIES CONCERNING WATER POLLUTION CONTROL

A. I.C. 13-18-3-6 Enforcement

B. I.C. 13-18-3-11 Liberal construction

3. TITLE 13. ENVIRONMENT; ARTICLE 18. WATER POLLUTION CONTROL
CHAPTER 12. WASTEWATER MANAGEMENT

A. I.C. 13-18-12-1 Regulation of wastewater management services providers

B. I.C. 13-18-12-6 Enforcement; violations; inspections

4. I.C. 13-14-2-6 Court actions by commissioner

5. I.C. 13-30-3-1 Investigations; initiation

6. I.C. 13-30-4-1 Violations

(a) ...[A] person who violates:

(1) any provision of:
(A) environmental management laws;
(B) air pollution control laws;
(C) water pollution control laws;
(D) IC 13-18-14-1; or

(E) a rule or standard adopted by one (1) of the boards; ...

is liable for a civil penalty not to exceed twenty-five thousand dollars ($25,000) per day of any violation.

(b) The department may:

(1) recover the civil penalty described in subsection (a) in a civil action commenced in any court with jurisdiction; and
(2) request in the action that the person be enjoined from continuing the violation.

7. ARTICLE 4. WASTEWATER TREATMENT FACILITIES; OVERLOAD CONDITION

A. 327 IAC 4-1-1 Purpose

This article is promulgated in order **to prevent the excessive hydraulic and/or organic overloading of POTWs** or semipublic facilities **resulting in the subsequent discharge or bypassing of insufficiently treated sewage due to new sewer connections to such overloaded POTWs** or semipublic facilities. (Water Pollution Control Board...)

B. 327 IAC 4-1-2 Definitions

C. 327 IAC 4-1-3 Early warning system

Whenever, in the determination of the commissioner, a...POTW has reached or is approaching ninety percent (90%) of its maximum hydraulic or organic design capacity, the commissioner shall notify the...POTW that it may be necessary, because of such condition, to impose a sewer connection ban if action is not taken by the...POTW to accommodate additional flow or loading....(Water Pollution Control Board...)

D. 327 IAC 4-1-4 Imposition of sewer connection bans

(a) **Whenever, in the determination of the commissioner, hydraulic or organic overloading of a...POTW exists or is impending and the introduction** into the...POTW **of additional wastewater from new or existing sources is likely to result in the discharge or bypassing of insufficiently treated sewage, the commissioner may impose a ban on further sewer connections** to the...POTW.
(b) Such sewer connection ban shall prohibit the connection or introduction of additional wastewater or sewage into the semipublic facility or POTW, except as otherwise provided under this article. (Water Pollution Control Board...)

E. 327 IAC 4-1-8 Exclusions from sewer connection bans

F. 327 IAC 4-1-10 Enforcement

Sec. 10. This article may be enforced through administrative or judicial proceedings under IC 13-7-11 [now see **I.C. 13-30-3** ***et seq.***] and the penalty provisions of IC 13-7-13. [now see **I.C. 13-30-4** ***et seq.***](Water Pollution Control Board...)

8. CHAPTER 2. WATER POLLUTION AGENCY UNDER FEDERAL LAW

I.C. 13-18-2-1 Powers;...federal funds; approval of projects; participation in proceedings

9. 33 U.S.C. § 1283(f)(9) "Recovery Action"

10. 40 C.F.R. § 35.925-10 "Operation and maintenance program"

11. **40 C.F.R. § 35.2000 "Purpose and policy"**

III. RELEVANT ENCLOSURES

MCD is enclosing copies of the following documents which are relevant to MCD's request that the State of Indiana pursue appropriate legal action against IHCD in the name of the State of Indiana for the protection of the environment of Indiana from significant pollution, impairment, or destruction; and, for IHCD's violation of state and federal water pollution control laws:

A. A copy of a **"COMPLAINT"** with attached copies of **PLAINTIFF'S EXHIBITS A, B and C**, which MCD filed on **11-21-01** against IHCD in ***Merrillville Conservancy District by its Board of Directors (Plaintiffs) v. Independence Hill Conservancy District by its Board of Directors (Defendants)*, Cause No. 45D05-0111-CP-540, Lake Superior Court, Civil Division, Hammond, Indiana [Redocketed under** Cause No. 45D03-0201-CC-00009**]:**

i. PLAINTIFF'S EXHIBIT A: MCD's and IHCD's 8-3-77 "AGREEMENT";

ii. PLAINTIFF'S EXHIBIT B: 8-25-99 "IHCD AND MCD MUTUAL LETTER OF INTENT";

iii. PLAINTIFF'S EXHIBIT C: AFFIDAVIT OF JAMES J. FLORA, JR.;

B. A copy of a **1-29-00 TIMES newspaper article** entitled, ***"[IHCD] Sewer Board OKs apartments – Contract locks IHCD into offering sewer availability, although system is at capacity"*** (*see* **APPENDIX** *infra* at pp. A-8 – A-9);

C. A copy of a **1-9-01 letter from MCD's Board of Directors to IHCD's Board,** (*see* **APPENDIX** *infra* at pp. A-10 – A-11), which enclosed a copy of **MCD's 1-8-01 "Resolution No. 01-02"** entitled "MERRILLVILLE CONSERVANCY DISTRICT'S RESOLUTION PLACING MCD'S ORDER WITH GARY SANITARY DISTRICT FOR MCD'S 'ACTUAL REQUIRED WASTEWATER FLOW CAPACITY' IN GSD'S WASTEWATER FACILITIES THROUGH THE YEAR 2022" (*see* **APPENDIX** *infra* at pp. A-12 – A-18);

D. A copy of a **2-27-01 letter from MCD's Board of Directors to IHCD's Board of Directors** (*see* **APPENDIX** *infra* at pp. A-19 – A-22), which enclosed a copy of ***MCD's proposed IHCD resolution by which IHCD could have ordered additional wastewater capacity from MCD***, entitled "INDEPENDENCE HILL CONSERVANCY DISTRICT'S RESOLUTION PLACING IHCD'S ORDER WITH MERRILLVILLE CONSERVANCY DISTRICT FOR IHCD'S 'ACTUAL REQUIRED WASTEWATER FLOW CAPACITY'