EWBANK & KRAMER

ATTORNEYS AT LAW

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October 12, 2011

Ms. Lynn Newlon
Office of Water Quality
Indiana Department of Environmental Management
100 North Senate Avenue, IGN 1255
Indianapolis, IN 46206-6015

IDEM
OFFICE OF
WATER QUALITY
2011 OCT 14 P 1:09

Re: Dearborn County Water Quality Management Plan

Dear Ms. Newlon:

The Dearborn County Regional Sewer District has entered into another Interlocal Agreement with the City of Aurora to provide collection services for Huesman Road. Enclosed is a copy of the Agreement being submitted to IDEM in accordance with I.C. 13-26-5-7(b)(2) and the Indiana Attorney General pursuant to I.C. 36-1-7-4(b).

When I was in your office on September 6, I promised to send a copy of the relevant portions of the Development Agreement between the City of Lawrenceburg and Argosy Gaming ("Argosy"). I am enclosing the Agreement with this letter.

For background information, gaming in Dearborn County could not take place until authorized by the voters in a county-wide referendum. The referendum succeeded 51% to 49%. Accordingly, the Indiana Gaming Commission received proposals from eleven gaming companies inviting proposals for the proposed license. Argosy agreed, per the terms of the Development Agreement to donate $10.6 million to the City of Lawrenceburg for construction of a new sewage treatment plant if it was successful in obtaining the license. As you know, the license was awarded to Argosy and they paid the $10.6 million to the City of Lawrenceburg so the new sewer treatment plant could be built. It is the only treatment plant operated by South Dearborn Regional Sewer District (SDRSD), which serves Aurora, Lawrenceburg and Greendale. The governing body of SDRSD is made up of officials from the respective cities. The unincorporated areas are not represented on the SDRSD Board.

The respective cities have sewer rates that favor the citizens of their respective communities. Patrons outside the city limits are subject to out-of-city rates. Enclosed are copies of rates currently in effect at Lawrenceburg Utilities and Greendale Utilities. Aurora Utilities has a similar rate structure.

When DCRSD constructs a collection system to serve a "hot spot", the infrastructure cost is advanced by Dearborn County Council, amortized over forty (40) years and added to the sewer bill of the patrons in the "hot spot" areas. As a result, those

patrons are subject to the "out-of-city" rates of the cities that make up SDRSD, as well as the added charge to recover the infrastructure cost. The respective cities get the benefit of the new customers in the unincorporated area without incurring the cost of additional infrastructure improvements.

Another reason SRDSD is anxious to gain control over as much of the unincorporated area of Dearborn County is to enable the respective cities to charge "connection fees" for new sewer patrons. Before the economic downturn, there were hundreds of lots approved by the Dearborn County Planning Commission platted in new subdivisions in close proximity to Greendale. Typically the developer installs the sewer infrastructure in the subdivisions. Greendale has a connection fee of $3,350 (see enclosed Schedule of Charges). When the subdivisions are built-out, Greendale will gain substantial revenue without incurring the cost of additional infrastructure improvements.

These subdivisions are within the area approved by OKI for SDRSD. If the areas are assigned to DCRSD, DCRSD would be in a position to negotiate connection fees and hopefully apply the proceeds to other areas of the unincorporated areas which is less affluent and cannot afford the added charge on their sewer bill infrastructure costs (building a collection system).

As you know, the Dearborn County Commissioners have a keen interest in how the unincorporated areas are allocated in the Water Quality Management Plan. (See enclosed copy of Resolution No. 009-2011 adopted by the Commissioners on August 2, 2011). One of the main reasons is the lack of representation by patrons of the unincorporated areas on the SDRSD governing body. The DCRSD Board is appointed by representatives of the County government and, therefore, responsive to the concerns of the patrons of the unincorporated areas.

If you have questions, please give me a call.

Very truly yours,

EWBANK & KRAMER

Frank G. Kramer

FGK:nsh
Enclosure
pc: DCRSD Board Members

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is entered into on this 18 day of November, 2010, by and between the City of Aurora, ("City) and Dearborn County Regional Sewer District ("District").

WITNESSETH:

WHEREAS, the City and District have identified a continuing need for cooperation and assistance to meet sewage treatment needs near the City but located in Dearborn County; in an area designated to be served by the District; and

WHEREAS, the District desires to contract with the City for certain sewage services specifically through this Agreement for Hueseman Road; and

WHEREAS, the City and District have authority to enter into this Agreement pursuant to Indiana Code § 36-1-7 *et. seq.*;

NOW THEREFORE, in consideration of the terms and conditions contained herein, the City and the District agree as follows:

1. Definitions

"City" means the City of Aurora, Indiana, by and through its municipal utility department.

"District" means Dearborn County Regional Sewer District.

2. Scope of Sewage Services

The City and District agree to jointly work together to facilitate sanitary sewage services for up to 40 residential customers on Hueseman Road starting from the intersection of Hueseman Road and US 50 and running south to the intersection of Hueseman Road and Mt. Tabor Road. The parties agree that there is no joint real or personal property under the terms of this agreement and no provisions of this agreement are intended to establish joint real or personal property between the parties.

3. Duties of the City

A. Provide information to potential system customers concerning sewage hook-up fees, connection charges, and utility rates and deposits for each connection;

B. Process sewage hook-up applications at the Aurora Utility Office or as otherwise arranged, and accept as wastewater customers all qualified applicants along Hueseman Road, who comply with City utility customer requirements such as the payment of deposits and delinquent account balances owing the City;

C. Assess and collect the entire amount of the sewage hook-up fee, from all system customers before hook-up to the sewage system.

D. Bill customers, who connect to the system, in accordance with City policies and procedures;

E. Collect and otherwise process monthly billings and handle customer inquiries regarding the District debt service sewer surcharge from each customer connected to the sewage lines. The amount of the debt service sewer surcharge per customer will be determined by the District prior to any customer hook-ups under this Agreement. The debt service surcharges shall be billed and collected monthly by the City on the customers' utility bill, and a payment for the total paid by all customers will be sent to the District monthly. The customer shall also pay a fee of $1.50 per month, per customer, which shall be retained by the City as a processing fee to cover the costs of administering and collecting the sewage surcharge on behalf of the District. In the application and agreement for service, the customer shall agree in writing to pay the debt service surcharge and processing fee hereunder. The collection of the debt service sewage surcharge will begin the first month following connection of customers to the sewage lines, and shall continue until the construction cost incurred by the District for said sewer line is paid in full. Fees collected by the City for the debt sewage surcharge will be forwarded to the District on a monthly basis.

For monthly utility payments made by a customer, the City will first apply the payment toward the rate for utility usage, then toward the processing fee, then toward the debt service surcharge. The City shall not be responsible for prosecuting or pursuing delinquent claims on the debt service surcharge on behalf of the District.

F. City agrees to make a one time offer to residents for a special connection fee. This special connection fee will be guaranteed by the City for the first sixty (60) days following acceptance of the sewage lines by the City as follows:

Pump, pit, control panel, piping, piping connections, electrical wire and other material costs--Actual costs will be passed to customer with no mark-up (amounts to be determined before installations begin)

Pump and Pit install:	$1,000.00
Service line install:	$2.50 per linear foot
Septic tank abandonment:	$25 per 100 gallons

Customers will need to pay $1,250.00 down with final costs paid upon completion. Customers will be given a 1 year warranty after which time the customer shall pay an independent contractor for all maintenance and repair costs.

Thereafter the connection fees will be in accordance with the City's current fee schedules, including the tap-in fee and the capacity fee.

G. The City agrees to waive any tap-in fee and capacity fee during said sixty (60) day period that would otherwise be due from each customer. Thereafter, the connection fees will be in accordance with the City's current fee schedules, including the tap-in fee and the capacity fee.

H. Maintain the sewage lines constructed by the District under this Agreement. However, it is understood the customer will be responsible for maintenance of all lines, pumps and equipment from the customer's home to the tap-in at the main sewage line, except for any maintenance agreed to be provided by the City during a 1 year warranty period.

I. This agreement specifically does not include any right of the District or duty of the City for any other sewage line main extensions.

J. All customers who connect to the sewage lines will be customers of the City and obligated to pay the sewer surcharge until the debt service for the sewage line is paid in full, in addition to the normal sewage rate for Aurora Utility Sewage Service paid by other out-of-city sewage utility customers.

K. All pumps, control panels, electrical wiring and service lines installed in this service area must be installed to specifications approved by the City's Municipal Utilities Superintendent. The City will not accept a tap-in and discharged sewage from any residential customer in this service area who does not install to specifications that are approved in advance of installation by the City Municipal Utility Superintendent.

4. Duties of the District

A. Complete the infrastructure for the sewage lines for Hueseman Road including installation of all taps and valves to each property within the road right of way. This includes monitoring installation, obtaining all necessary permits, completing all repairs and maintenance on the sewage lines until the City accepts by a writing signed by all parties, transfer of ownership interest in the sewage lines to the City within thirty (30) days after construction is completed.

B. Grant to the City the exclusive right to process sewer connection fees for Hueseman Road and to accept as wastewater customers all qualified applicants from Hueseman Road. As the residents hook up to the sewage lines, District shall release the customers from the District and they shall become Aurora Utility customers, and the customer shall be billed for services under the City's current rate schedule for outside city limit customers, and further obligated to pay the sewer surcharge until the debt for the sewage line is paid in full.

C. Obtain all necessary easements for installation of mains, taps and valves to the edge of the road right-of-way for the sewage lines and assign the easements to the City when the sewage lines are installed and the City has accepted in writing, signed by all parties, transfer of ownership interest in the sewage lines to the City.

D. Assign to the City collection and enforcement rights for a monthly surcharge for debt service on the sewage lines until the sewage line debt service has been extinguished. This assignment does not obligate the City to pay for the sewage lines or to make up a deficiency in the monthly payments anticipated by the District, for these sewage customers who fail to pay their utility bills or fail to connect to the sewage lines.

E. Complete all of the enforcement actions necessary to force customers to connect to the sewage lines in accordance with local, county, state and federal laws.

F. Ensure that the sewage lines have at least a one (1) year warranty from the contractor responsible for installation and repair of the same during the warranty period.

G. Assign the warranty to the City at the same time as it transfers ownership interest in the sewage lines to the City.

H. Provide on-site monitoring of installation of the sewer lines and provide a copy of all inspection reports to the City.

I. Provide copies of all plans and specifications to the City for installation of the sewage lines.

7. Authorizations for Disconnection or Refusal to Connect

As a condition of accepting the responsibility of processing applications, billing wastewater customers for sewage line debt service surcharges, and accepting customers on the sewage lines, the City shall be authorized to:

A. Disconnect or refuse to reconnect wastewater utility service for any of the following reasons:

(i) failure to meet the applicable provision of City or District ordinances;

(ii) violation of the regulations pertaining to utility service;

(iii) nonpayment of wastewater utility bills;

(iv) tampering with any meter, seal, or other equipment controlling or regulating the supply of wastewater utility service;

(v) willful or negligent waste of wastewater service due to improper or imperfect pipes, fixtures, appliances or otherwise on the customer's side of the system;

(vi) theft or diversion and/or use of wastewater utility service without payment;

(vii) vacancy of service premises

B. Decline or cease to furnish utility service to any person or customer who may be in debt to the City for any reason except for property taxes and special assessments;

C. File a utility lien on the service property;

D. Pursue any other collection remedies in accordance with applicable law.

8. Effective Date and Duration of Agreement

A. The effective date of this agreement will be the later of the completion of the following tasks regarding this agreement by each of the parties:

1) adoption by ordinance or resolution of each party (I.C. 36-1-7-2(a);

2) approval by Indiana Department of Environmental Management (I.C. 13-26-5-7(b)(2);

3) approval by Indiana Attorney General (I.C. 36-1-7-4(b))

4) recording in the records of the recorder of Dearborn County (IC 36-1-7-10(1));

5) transfer of ownership interest in the sewer lines to the City

B. The District will file the recordings required in paragraph 4.

C. Within sixty (60) days after it takes effect, the agreement shall be filed with the Indiana State Board of Accounts for audit purposes. (IC 36-1-7-6). The City Clerk-Treasurer will file the agreement with the Indiana State Board of Accounts.

9. Insurance, Waivers and Indemnification

Each party is required to maintain adequate liability insurance and shall indemnify and hold the other harmless from any claim for personal injury or property damage including attorney fees resulting from the negligence of the other and its employees or agents under this agreement.

By entering into this agreement, neither party waives sovereign immunity defenses or any other limitation of liability. No provision of this agreement is intended to modify or waive any provision of the Indiana Tort Claims Act and any amendments thereto.

10. Joint Board & Dispute Resolution

Pursuant to IC 36-1-7-3(5)(B), the parties to this agreement establish a joint board consisting of the following:

a. City representative: Mayor

b. District representative: President of the Board

The joint board shall meet as necessary to accomplish the terms and conditions of this Agreement.

The City and the District agree that all disputes or disagreements arising under this agreement which are not resolved at the staff level by the parties shall be handled as follows:

The joint board shall meet and agree to the appointment of a mediator who shall proceed to mediate the dispute. Such action shall be required before the commencement of any litigation.

11. Financing

Each party is responsible for its own financing, staffing and budgeting to accomplish the purposes of this agreement, unless otherwise stated herein.

The intent of the parties is that all capital improvement costs to complete the installation and connections under this agreement will be paid by the District and/or the customers. The City is not expected to incur any out-of-pocket expenses for these improvements and connections during the construction, connection and tap-in phases of this project that will not be reimbursed by the District and/or the customers.

12. Miscellaneous

A. This agreement shall not be amended except by written instrument executed by the parties.

B. This agreement contains the entire understanding between the parties concerning the subject matter hereof. No prior understandings, whether verbal or written, between the parties or their agents are enforceable unless included in this agreement.

C. If any provisions of this agreement are deemed by a court of competent jurisdiction to be unenforceable or invalid, the remaining provisions shall remain in full force and effect.

D. Headings in this agreement are for informational purposes only and are not intended to provide additional rights or obligations of the parties.

E. The agreement shall be interpreted in accordance with the laws of the State of Indiana.

Date of Execution shall be when the last party to the agreement has signed the agreement upon proper action by the respective governing boards.

City of Aurora, Indiana
By: _____
Donnie Hastings, Jr.
Mayor

Attest: _____
Dennis Kinnett, Clerk-Treasurer

Dearborn County Regional Sewer District
By: _____
Steven Renihan,
President

Attest: _____
Brett Fehrman, Secretary

STATE OF INDIANA, COUNTY OF DEARBORN, SS:

Before me, a Notary Public residing in Dearborn County, Indiana, personally appeared the within named Donnie Hastings, Jr. and Dennis Kinnett, as Mayor and Clerk-Treasurer, respectively, of City of Aurora, Indiana, who acknowledged the execution of the foregoing document as and for their voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and signature this 1 day of November, 2010.

_____
Jeffrey E. Stratman, Notary Public
Residing in Dearborn County, Indiana
Commission Expires: April 5, 2016

STATE OF INDIANA, COUNTY OF DEARBORN, SS:

Before me, a Notary Public residing in Dearborn County, Indiana, personally appeared the within named Steven Renihan and Brett Fehrman, as President and Secretary, respectively, of Dearborn County Regional Sewer District, who acknowledged the execution of the foregoing document as and for their voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and signature this 18 day of November, 2010.

Frank G. Kramer - Notary Public

My Commission Expires:

Novemer 29, 2008

THIS INSTRUMENT PREPARED BY:

FRANK G. KRAMER
EWBANK & KRAMER
114 West High Street
Lawrenceburg, IN 47025-4200
Phone: (812) 537-2522

I AFFIRM UNDER PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW.

FRANK G. KRAMER

RIVERBOAT GAMING DEVELOPMENT AGREEMENT BETWEEN CITY OF LAWRENCEBURG, INDIANA, AND THE INDIANA GAMING COMPANY, L.P.

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made as of the 13th day of April, 1994 by and between the City of Lawrenceburg, Indiana, an Indiana municipality ("City") and The Indiana Gaming Company, L.P., an Indiana limited partnership ("Developer") for the development of a riverboat gaming operation.

Recitals

WHEREAS, the State has adopted the Act, which authorizes the Commission to award Licenses for riverboat gaming operations on the Ohio River;

WHEREAS, such riverboat gaming operations have been approved by the County in the local referendum contemplated by the Act;

WHEREAS, City has adopted or shall timely adopt all required ordinances authorizing the docking at City of riverboats for gaming operations, as required by the Act;

WHEREAS, City and Developer desire to develop a riverboat gaming operation in City;

WHEREAS, the Project is anticipated to generate substantial new revenues for City and promote its economic development objectives;

WHEREAS, Developer has filed with the Commission an application for a License to operate a riverboat from City;

WHEREAS, Developer has submitted its Response to City's Request for Proposals, and its Amended Response following further discussions with City;

Section 3.02. Reimbursements For Infrastructure Improvements. (a) The City has determined that operation of a riverboat gaming facility will require the Infrastructure Improvements, at the following estimated costs (in thousands of dollars), which estimates were prepared by or on behalf of the City:

Item # and Description	Estimated Cost
Utilities - Riverboat Specific	
1. Water system	$ 25
2. Wastewater system (pump station, *etc.*)	200
3. Electrical (substation, *etc.*)	1,000
Utilities - City System	
4. Water system (additional storage and lines)	1,475
5. Wastewater (new 5 MGD system)	10,309
6. Electrical (substation)	750
7. Fire and emergency vehicles	1,015
Traffic	
8. Improvements to US50/I-275 interchange and US50 ramp, *etc.*	7,024
Environmental Studies	
9. Contribution to fund study by local civic group	50
Total Estimated Cost Of Infrastructure Improvements	**$21,848**

(b) As described in the Amended Response, Developer will pay City, at the times, for the specific purposes and on and subject to the conditions set forth below, the following

AN ORDINANCE AMENDING ORDINANCE NO. 6 – 1998 WHICH ESTABLISHED THE SCHEDULE OF NEW RATES AND CHARGES FOR SERVICES RENDERED BY THE MUNICIPAL SEWER UTILITY OF THE CITY OF LAWRENCEBURG.

Section 1. The rates and charges are to be amended to the following:

		Present Rate	2010 Proposed Rates	2011 Proposed Rates	2012 Proposed Rates
Metered Rates (per 1,000 gallons)					
First	2,000 gallons	$ 3.32	5.08	5.74	6.37
Over	2,000 gallons	$ 2.25	3.44	3.89	4.32
Minimum Monthly Charge		$ 6.64	10.16	11.48	12.74
Unmetered Monthly user Rate					
Any unmetered residential user		$ 13.39	20.49	23.16	25.71
Rural Residential					
Metered Rates (per 1,000 gallons)					
First	2,000 gallons	$ 4.32	6.61	7.47	8.29
Over	2,000 gallons	$ 2.93	4.48	5.07	5.63
Rural Residential					
Minimum Monthly Charge		$ 8.64	13.22	14.95	16.59

Rural Residential					
Unmetered Monthly User Rate					
Any unmetered residential user	$	17.43	26.67	30.15	33.47

This Ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COMMON COUNCIL OF THE CITY OF LAWRENCEBURG ON THE 1st DAY OF JUNE, 2010.

_____
William E. Cunningham, Mayor

ATTEST:

_____
Jackie Stutz, Clerk-Treasurer

Presented by me to the Mayor of the City of Lawrenceburg, Indiana on the 1st day of June, 2010 at the hour of _____ PM.

_____
Jackie Stutz, Clerk-Treasurer

This Ordinance approved and signed by me on the 1st day of June, 2010, at the hour of _____ PM.

_____
William E. Cunningham, Mayor

STEVE LAMPERT
CITY MANAGER
CITY OF GREENDALE

TO: Office Staff
Al Putnam Code Compliance

FROM: Steve Lampert City Manager

DATE: 10-12-06

RE: Water and Sewer Rates

Please find attached copies of ordinances and reports for your use in determining what to charge for "connection fees" for water and sewer. I thought it best to put it all on one cheat sheet and attach the back up. I did not include the consumption charges for water or sewer on this sheet. It's with the back up.

Water	**Charge**
5/8" and 3/4"	$500
1"	$700
1 ½"	$900
2" and larger	Materials and Labor Costs minimum of $900

based on water meter size

Sewer	**Charge**
5/8" and 3/4"	$3350
1"	$8576
1 ½"	$19,296
2"	$34,304
4"	$137,216
6"	$308,736

Note: Commercial Development will generally use the above rates, however, the City Manager will need to analyze each individual projects pursuant to the ordinances. It is possible a development will attempt to use a smaller meter but consume more water than what has been allotted to it. We will need to monitor.

INDUSTRIAL WASTE. The liquid waste resulting from any commercial, manufacturing, or industrial operation or process.

SANITARY WASTE. Waste from water closets, urinals, lavatories, sinks, bathtubs, showers, household laundries, basement drains, garage floor drains, bars, soda fountains, refrigerator drips, drinking fountains, and all other water-carried drains and wastes, except industrial wastes.
(1985 Code, § 6-8-1) (Ord. 2-1962, passed 2-26-1962; Ord. 5-1977, passed 6-14-1977; Ord. 13-1981, passed 12-8-1981; Ord. 9-1984, passed - -1984)

§ 53.36 RATES BASED ON VOLUMETRIC WATER USAGE; MINIMUM CHARGE.

(A) Rates and charges shall be collected for the use of and services rendered by the municipal sewage works from the owners of each lot, parcel of land, or building that is connected with and uses the works by or through any part of the sewerage system of the city, or otherwise discharges sanitary sewage, industrial waste, water, or other liquids, either directly or indirectly, into the sanitary sewerage system of the city. Rates and charges shall be in an amount determinable as follows.

(1) Sewage rates and charges shall be based on the quantity of water used on or in the property or premises as measured by the water meter there in use, except as otherwise provided in this chapter. Sewage service rates for all users within the city, out of the city but in the state, and out of the state shall be as follows:

Quantity of Water Used per Month	*City Rate per 1,000 Gallons*	*Out of City, but in State, Rate per 1,000 Gallons*	*Out of State Rate per 1,000 Gallons*
First 2,000 gallons	$4.37	$6.56	$8.20
Next 8,000 gallons	$3.15	$4.73	$5.91
Next 10,000 gallons	$2.92	$4.38	$5.48
Over 20,000 gallons	$2.18	$3.27	$4.09

(2) However, the minimum charge for sewage treatment service for any user, whether a metered water consumer, a flat rate consumer, or not a water customer, shall be not less than $8.74 per month for all users within the city, not less than $13.12 for all users out of the city but in the state, and not less than $16.40 for all users out of the state.

(3) For those users whose wastewater has a greater strength of toxicity than normal domestic sewage, a surcharge in addition to the normal user charge, will be collected. Any wastewater that has a biochemical oxygen demand (hereinafter "B.O.D.") or suspended solids (hereinafter "SS") over 250 milligrams per liter (hereinafter "mg/l") is considered excessive. Any wastewater with a pH below 5.5 standard units (hereinafter "SU") and above 9.5 SU is considered toxic.

(a) 1. The following surcharge rates shall apply to each user inside the city that has received permission from the municipal sewage works to contribute excessive strength sewage:

Wastewater	*Surcharge Rate*
B.O.D.	$0.25 per pound
SS	$0.10 per pound
pH	$685.00 per day

2. The surcharge rates for all users out of the city but in the state that have received permission from the municipal sewage works to contribute excessive strength sewage shall be 150% of

RESOLUTION NO. 009-2011

BOARD OF COMMISSIONERS
DEARBORN COUNTY, INDIANA

WHEREAS, the Governors of Ohio, Kentucky and Indiana have designated OKI as the agency to carry out the planning requirements of Section 208 of the Federal Water Pollution Control Act Amendments of 1972 for Hamilton, Butler, Clermont and Warren Counties in Ohio; Kenton, Campbell and Boone Counties in Kentucky; and, Dearborn and Ohio Counties in Indiana; and,

WHEREAS, in 2006 the Dearborn County Board of Commissioners designated the Dearborn County Regional Sewer District as the Designated Management Agency for rural Dearborn County, Indiana, other than those areas served by municipalities and private utilities;

WHEREAS, in 2009 OKI formed an Advisory Committee to make a recommendation for updating the Water Quality Management Plan; and,

WHEREAS, at approximately 10:00 p.m. on June 13, 2011, the Advisory Committee adopted a proposed Map which allocates to South Dearborn Regional Sewer District and the Town of St. Leon, Indiana, large portions of the unincorporated area of Dearborn County, Indiana; and,

WHEREAS, said proposed Map adopted by the Advisory Committee was voted on at 10:00 p.m. on June 13, 2011, after being informed that no one was going home until a proposed Map was adopted. The proposed Map is not the result of careful study by the Advisory Committee; and,

WHEREAS, the proposed Map recommended by the Advisory Committee allocates large areas of rural Dearborn County to the South Dearborn Regional Sewer District and the Town of St. Leon, Indiana as Designated Planning Agencies; and,

WHEREAS, the governing bodies of South Dearborn Regional Sewer District and the Town of St. Leon are controlled entirely by the town leaders of their respective entities. The unincorporated area of Dearborn County is not represented on either of these political subdivisions; and,

BE IT THEREFORE RESOLVED that the Dearborn County Commissioners make a request to OKI and to the Department of Environmental Management (IDEM) that the current amendment to the Regional Water Quality Management Plan designate the Dearborn County Regional Sewer District as the Designated Management Agency for rural Dearborn County, Indiana, other than the areas currently served by municipal utilities and private utilities.

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to OKI for its consideration at the meeting scheduled for August 9, 2011, as well as to the Indiana Department of Environmental Management (IDEM).

FROM DEARBORN COUNTY COMMISSIONERS (WED)AUG 3 2011 16:47/ST. 16:46/NO. 6819518264 P 2

Adopted unanimously by the Board of Commissioners of Dearborn County, Indiana this 2nd day of August, 2011.

BOARD OF COMMISSIONERS,
DEARBORN COUNTY, INDIANA

Jeffrey L Hughes

Jeffrey Hughes, President

FROM DEARBORN COUNTY COMMISSIONERS (WED)AUG 3 2011 16:47/ST.16:46/NO.6819518264 P 3