



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

We Protect Hoosiers and Our Environment.

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

Michael R. Pence
Governor

Thomas W. Easterly
Commissioner

April 4, 2014

65-40 LN
Turkey Creek RSD
4852 North 1200 West
Cromwell, IN 46732

Dear Board of Trustees:

Re: Regional District Plan

Pursuant to Indiana Code (IC) 13-26, and as required in the Order forming the Regional District (District), a district plan (Plan) was required to be submitted by the District to the Indiana Department of Environmental Management (IDEM).

IDEM has received and reviewed the District Plan and determined the Plan to be complete. No further action regarding the Plan is required at this time. Please note that the District should send updates to the Plan to IDEM as they occur.

If you have any questions, please feel free to contact me at 800-451-6027, extension (3-0476) or at lnewlon@idem.in.gov.

Sincerely,

Lynne Newlon
Regional District Coordinator
Indiana Department of Environmental Management

GREEN, CATES
— & —
GROSSNICKLE

IDEM
OFFICE OF
WATER QUALITY

RICHARD A. GREEN*
DAVID C. CATES*
ANDREW E. GROSSNICKLE
—
JAMES R. FLECKER

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Sender's E-Mail Address:
dick@gcglawoffice.com

*Registered Mediator

March 6, 2014

Ms. Lynne Newlon
Regional District Coordinator
Indiana Department of Environmental Management
100 N. Senate Avenue
Indianapolis, IN 46204

Re: Turkey Creek Regional Sewer District/Executive Summary and Plan

Dear Ms. Newlon:

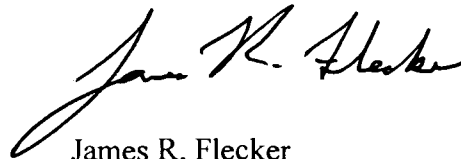
Please be advised that I represent Turkey Creek Regional Sewer District (the District). Enclosed you will find the Regional Sewer District Plan – Executive Summary as prepared by Jones & Henry Engineers, covering all points that you asked for in your January 31, 2014 letter.

Please advise me if this packet contains everything that you need for your records, and if we can consider this matter resolved.

Should you have any further questions or comments, please do not hesitate to contact me.

Sincerely,

GREEN, CATES
& GROSSNICKLE, LLP



James R. Flecker

JRF:ram
Enclosure

Regional District Plan

Executive Summary

Turkey Creek Regional Sewer District

February 2014

Jones & Henry Engineers, Ltd.
2420 Coliseum Blvd. N., Ste 214
Fort Wayne, Indiana 46805
260.482.1920
www.jheng.com



Introduction

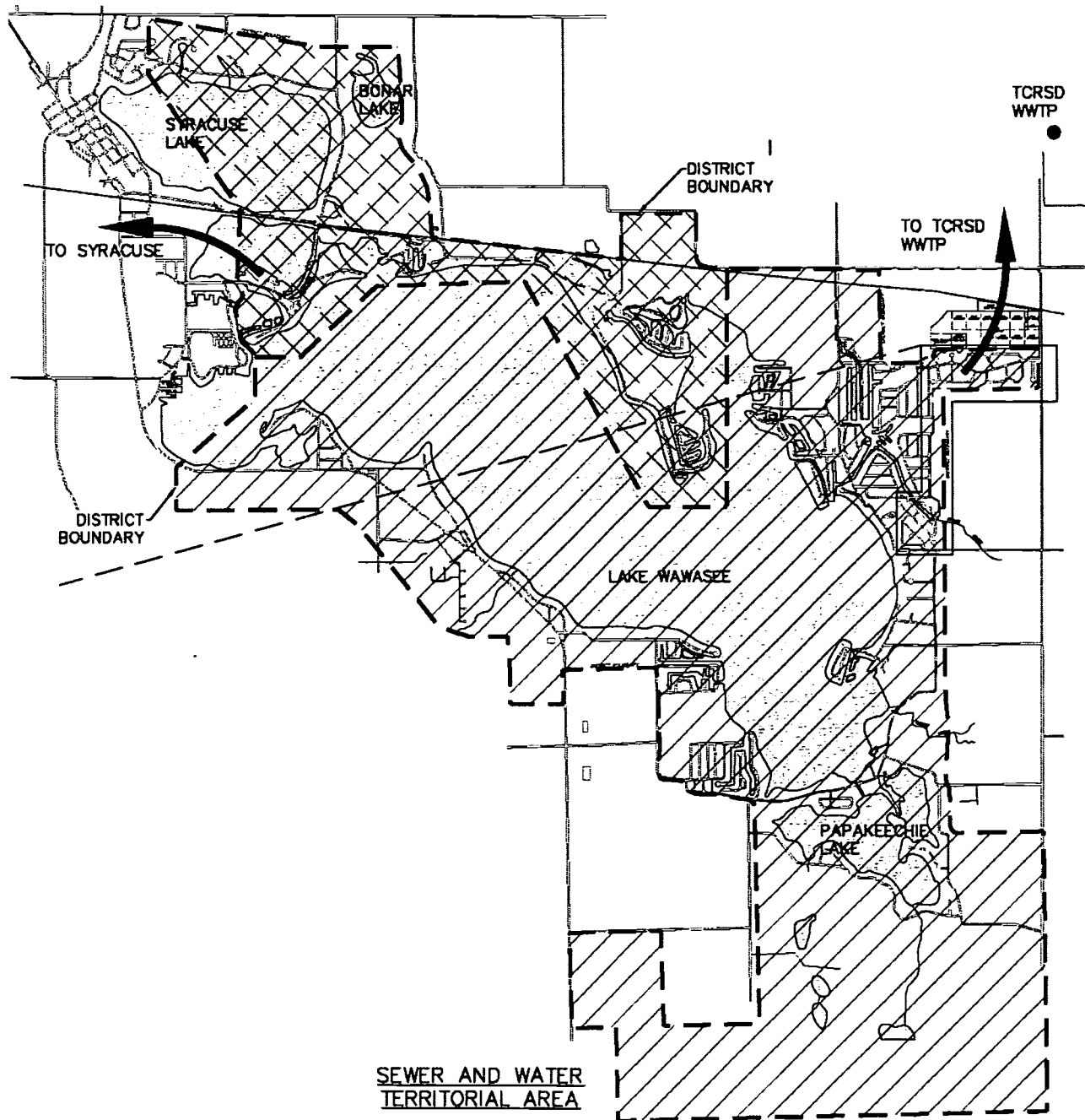
The Turkey Creek Regional Sewer District was originally created by order of the Indiana Stream Pollution Control Board on October 18, 1977. The original purpose was to provide sewer service in the service territory defined. The original purpose was added to on October 27, 1987 by order of the Indiana Stream Pollution Control Board to include water service. The District then acquired the sewer and water infrastructure of the Wawasee Sewer and Water Company, Inc. The Turkey Creek Regional Sewer District is now established to provide both water and sewer service within the service territory defined. Copies of the decisions are in the Appendix of this Executive Summary.

The existing sewer and water service area and district boundary for the Turkey Creek Regional Sewer District is presented in the following Figure. The District currently provides sewer service to approximately 1,960 users of which 616 users discharge to the Town of Syracuse and 1,344 users discharge to the TCRSD Wastewater Treatment Plant. The district also provides water service to approximately 230 users.

The majority of the customers within the District are residential and there are no significant industrial users. The eastern portion of the collection system discharges to the Town of Syracuse's sewer system and is conveyed to the Town's waste water treatment plant. However, the majority of customers are tributary to the district's waste water treatment plant. A copy of the Inter Municipal Agreement for Sanitary Sewer Service between the Town of Syracuse, Indiana and the Turkey Creek Regional Sewer District is included in the Appendix of this Executive Summary.

The District has a defined service area of which the District provides sewer service to approximately 40% of this area. Future plans of the District will take into consideration development and growth within the service area. Sewers, force mains and pump station wet wells all have allowances (where feasible) for additional flow from continued growth. The wastewater treatment plant will be developed in phases as needed but with the ultimate flow in consideration; thereby allowing for potential expansion of the various processes. The water plant and distribution system has the ability for future growth in the system.

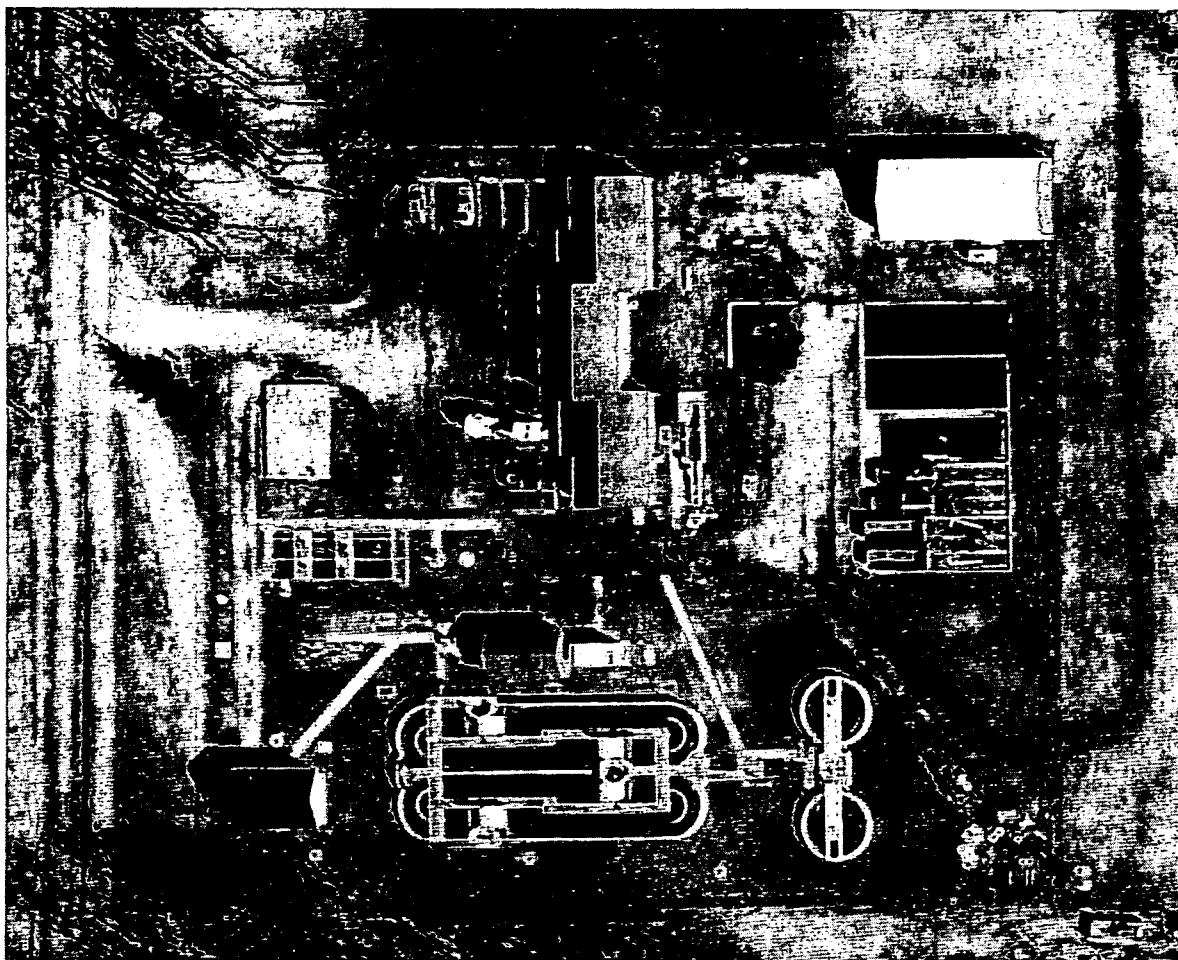
The territory legally defined and served by the Turkey Creek Regional Sewer District is shown on the adjacent drawing.



Overview of System

Waste Water Treatment Plant:

The WWTP has an average design flow of 0.37 MGD and a design peak flow of 0.80 MGD. The WWTP is a Class II oxidation ditch treatment facility consisting of an influent flow meter, a grinder with bypass bar screen, raw sewage pump station, a Tea Cup grit removal system, two oxidation ditches, two secondary clarifiers, two aerobic digesters, a septic sludge receiving tank, sand drying beds, ultra-violet light disinfection, post aeration and an effluent flow meter. An aerial photo of WWTP is provided in the following



Waste Water Collection System:

The collection system is 100% separate sanitary sewer with no permitted overflow points. As previously stated a portion of the collection system discharges to the Town of Syracuse with a remaining collection system discharging to the district's WWTP.

The collection system is composed of a combination of septic tank effluent gravity sewers, low pressure sewers with grinder pumps and conventional gravity sewers. The collection system along the northern and eastern portions of the District discharge to the Town of Syracuse at two locations. The north western, western and southern portion of the District discharges to the District's WWTP. The District is currently pursuing plans to construct a low pressure sewer system through the southeastern portion of the District. This would complete the installation of sewers around Lake Wawasee. The collection system is currently composed of:

- 24 pump stations
- Approximately 45,000 ft. of 4", 6" & 8" sewers
- Approximately 710 septic tanks prior to discharge to small diameter sewers

The District plans to construct sewers in the remaining areas of the District as development occurs, as the need arises and as the projects are determined financially feasible.

A drawing of the collection system is included in the following page. The drawing presents both existing sewers and water infrastructure along with proposed future infrastructure. The drawing serves as a general master plan for guidance on developing sewer service throughout the service area.

Water Treatment Plant:

The treatment plant consists of two ground water supply wells, three hydro-pneumatic tanks for storage and a water treatment plant that sequesters iron and manganese along with disinfection of the finished water. This Water Utility serves approximately 230 customers. The customers are primarily year round residents. The Utility does not supply water for firefighting purposes. The water plant has an average day demand of 60,000 gpd with a peak hour capacity of 200 gpm.

Water Distribution:

The Distribution System is composed of approximately 22,200 total lineal feet of distribution mains. The distribution mains are comprised of approximately 5,900 feet of 2 inch piping, 7,600 hundred feet of 4 inch piping, 4,500 feet of 6 inch piping and 4,200 feet of 8 inch piping. The system has two fire hydrants and 9 flushing hydrants. The system also has 41 valves. The majority of the distribution piping is composed of asbestos cement pipe and is approximately 40 to 50 years in age.

Capital Improvement Projects

The District constructed a large portion of the sewer collection system in 1988. Since that time the majority of sewer extension projects within the district have been constructed by developers and are then turned over to the District. The following is a list of Capital Improvement Projects the District has constructed. All projects below were constructed with local funds and financed through revenue bonds.

Date	Title
1995	Black Point Area Sewers
1988	Division II, Sewer System Improvements Part A-North Area
1988	Division II, Sewer System Improvements Part B-South Area
1960's	Enchanted Hills Subdivision, sewer service was provided by the Puritan Utilities and Sewage Utilities of Indiana which later became the Wawasee Sewer and Water Company, Inc. The water and sewer infrastructure was acquired by the Turkey Creek Regional Sewer District in October 1987.
1988	Division I, WWTP Improvements; this project converted the existing 0.0796 mgd extended aeration system that was acquired from the Wawasee Sewer & Water Company, Inc. into a 0.37 MGD extended aeration plant.
2004	WWTP Chemical Feed Building Addition. (Phosphorus Removal)
1995	Water Works Improvement Project; This project constructed an iron and manganese sequestering water treatment plant along with a new well, three hydro-pneumatic tanks for water storage and disinfection.
2005	Insituform Lining of Sewers in Enchanted Hills; This project lined a portion of the sanitary sewers that were acquired from the Wawasee Sewer and Water Company, Inc. in 1987.

Anticipated Capital Improvement Projects

WWTP The district anticipates adding a 3rd secondary clarifier at the WWTP in the near future along with the expansion of the ultra violet disinfection system and the raw sewage pump station. The District anticipates installing a low pressure sewer system and pump station along the South Shore and Waco Drive area of the District.

Other plant projects and sewer extensions will be performed as required and as finances allow.

Finance

The District has an annual operating budget of approximately \$1,500,000 for the sewer utility of which approximately \$512,000 is allocated to debt service. The sewer utility has two outstanding bonds. The amount remaining for each bond is listed in the following:

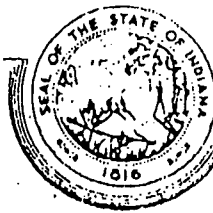
- 1997 Bond Issue, Remaining amount is approximately \$1,987,000.
- 2008 Bond Issue, Remaining amount is approximately \$2,066,000.

The District has an annual operating budget of approximately \$65,000 for the water utility. The water utility has no indebtedness.

Appendix

STATE OF INDIANA

STREAM POLLUTION CONTROL BOARD



INDIANAPOLIS 46206

1330 West Michigan Street
633-5487

IN THE MATTER OF THE PETITION OF THE)
TURKEY CREEK TOWNSHIP, KOSCIUSKO COUNTY,)
INDIANA, FOR THE ORGANIZATION OF A)
REGIONAL SEWER DISTRICT)
PURSUANT TO IC 19-3-1.1)

CAUSE NO. B-436

Upon receipt of the petition of the Turkey Creek Township Advisory Board for the establishment of a regional waste district, pursuant to the provisions of IC 19-3-1.1, the Stream Pollution Control Board of the State of Indiana, pursuant to the provisions of IC 19-3-1.1-5, issued a notice of hearing by publication in The Mail Journal, Syracuse, Indiana, on Wednesday, July 27, 1977, and Wednesday, August 3, 1977.

Hearing was held on August 10, 1977, in the Wawasee High School Auditorium, Syracuse, Indiana, at 7:00 p.m. with Robert G. Grant, Hearing Officer.

The Petitioners were represented by William N. Salin, Attorney at Law, 2120 Fort Wayne National Bank Building, Fort Wayne, Indiana 46802.

FINDINGS OF FACT:

1. That the petition should be accepted.
2. That the Advisory Board of Turkey Creek Township, Kosciusko County, Indiana filed their petition before the Stream Pollution Control Board of the State of Indiana, for an order establishing a regional sewer district pursuant to the provisions of IC 19-3-1.1.
3. That the Stream Pollution Control Board of the State of Indiana, at its meeting on the 21st day of June, 1977, by motion duly made, seconded and unanimously passed, determined that a sufficient petition had been filed in accordance with IC 19-3-1.1, and appointed Robert G. Grant as Hearing officer.
4. That notice of public hearing on said petition was published once each week for two consecutive weeks in the Mail Journal, Syracuse Indiana.
5. That a public hearing on said petition was held on the 10th day of August, 1977, in the Wawasee High School Auditorium, Syracuse, Indiana. That said hearing was held with ten (10) miles of the proposed district.
6. That the proposed name of the regional sewer district is the "Turkey Creek Regional Sewer District" with its principal office to be located in Turkey Creek Township, Kosciusko County, Indiana.

7. That the area to be served by the district contains no political subdivision having the economic capabilities for the collection and disposal of sewage.
8. That the purpose to be accomplished by said district shall be to provide for sewage collection and disposal so as to promote the public health, safety, and welfare of the residents of the proposed district.
9. That there is no outstanding indebtedness for the proposed district.
10. That the economic growth and development of the area of the proposed district is limited due to adequate sewage facilities.
11. That the project appears economically feasible.
12. That the district should include the following described area:

Beginning at the high water mark of Lake Wawasee and the North-South Center-line of Section 17, T34N, R7E (Kosciusko County, Indiana); thence South along said Center-line of Section 17, T34N, R7E, 1250'; thence East and Southeasterly (through Sections 17, 16, and 21), parallel to, and 1000' perpendicular to State Road 13 to the intersection with the East line of Section 21, T34N, R7E (said point approximately 1000' South of N.E. corner of Section 21, T34N, R7E); thence South along the East line of Section 21, T34N, R7E 1000'; thence East 1150'; thence South 2000'; thence East 1450' to the North-South Center-line of Section 22, T34N, R7E (also State Road 13); thence North along half section line 1000'; thence East 2640' to the East line of Section 22, T34N, R7E; thence South along said East line of Section 22, T34N, R7E (County Road 800E) 2240' to the S.E. corner of Section 22, T34N, R7E; thence continuing South 1000' along County Road 800E; thence Southeasterly with its meanders along a county road to intersection with the Center-line of Section 26, T34N, R7E, said intersection is 1000' North of center of Section 26, T34N, R7E (County Road 850E); thence South along County Road 850E to the Northeast corner of the Southwest quarter of Section 35, T34N, R7E; thence West along the North line of the Southwest quarter of Section 35, T34N, R7E, to the Northwest corner of the Southwest quarter of Section 35, T34N, R7E; thence North along the West line of Section 35, T34N, R7E to the Northwest corner of Section 35, T34N, R7E; thence West along the North line of Section 34, T34N, R7E (County Road 900N) to the Northwest corner of the Northeast quarter of Section 34, T34N, R7E; thence South along the West line of the Northeast quarter of Section 34, T34N, R7E (State Road 13) to the Southwest corner of the Northeast quarter of Section 34, T34N, R7E; thence East to the Northwest corner of the Northeast quarter of the Southeast quarter of Section 34, T34N, R7E; thence South to the South line of Section 34, T34N, R7E, thence East along the South line of Sections 34, 35, and 36, T34N, R7E, to the S.E. corner of Section 36, T34N, R7E; thence North along the East line of Sections 36 and 25 (County Line Road) to the

half-section line of Section 25, T34N, R7E, thence West along said half-section line 2640' to a county road; thence in a Northerly direction, with the meanders of said road till said road intersects with the North-South Center-line of Section 25, T34N, R7E (said point being 1000' South of North line of said Section 25, T34N, R7E); thence North along center of Sections 25, 24, and 13, T34N, R7E, to a point 600' South of the North Line of Section 13, T34N, R7E; thence East 2640' to the East line of Section 13, T34N, R7E; thence North 1000' (along County Line Road); thence West and parallel to the South line of Section 12, T34N, R7E, approximately 2800' to a stream; thence Southwesterly with the meanders of stream to the South line of Section 12, T34N, R7E; thence West along the South line of Section 12, T34N, R7E, to a point 1000' East of the West line of Section 12, T34N, R7E; thence North and parallel to West line of Section 12, T34N, R7E to the half-section line of Section 12, T34N, R7E; thence West along half-section line (County Road 1250) of Section 12 and 11 to the intersection with the North R/W line of the B. & O. R.R.; thence in a westerly direction along the North R/W line of said B. & O. R.R. to a point 1320' East of the West line of Section 11, T34N, R7E, (also a Road which bounds the Wawasee Airport); thence North 1500' to the Eli Lilly Road; thence West along the Eli Lilly Road 2100' to a County Road bounding the west side of the Wawasee Airport; thence South along said road to the North R/W line of the B. & O. R.R.; thence Northwesterly along North R/W line of the B. & O. R.R. to the intersection with County Road 675E; thence Northerly along County Road 675E with its meanders through Sections 9 and 4 - T34N - R7E to a point 1000' South of the North line of Section 4, T34N, R7E; thence West and parallel to the North line of said Section 4, T34N, R7E, a distance of approximately 2130' to the intersection of Lake Shore Drive; thence in a Northwesterly direction to a point 3200' West of and 100' South of the N.E. Corner of Section 5, T34N, R7E; thence South (1500') to the high water mark of Syracuse Lake; thence Southeasterly (4600') to the Center-line of the B. & O. R.R.; (said point 850' west of and 700' South of the N.E. Corner of Section 8, T34N, R7E); thence in a Southwesterly direction to an intersection point of County Road 1240 and an unnamed stream; thence Southerly along said stream with its meanders to a point in Lake Wawasee, said point being 400' west of and 600' North of the S.E. corner of Section 8, T34N, R7E; thence South 1200' to a point 400' west of and 600' of South the N.E. corner of Section 17, T34N, R7E; thence Southwesterly across Conklin Bay to the point of beginning.

It should be understood all the above measurements are approximate dimensions as scaled from U.S.G.S. quadrangle sheets.

IT IS THEREFORE ORDERED BY THE STREAM POLLUTION CONTROL BOARD:

1. That a regional waste district, to be known as the Turkey Creek Regional Sewer District, be organized as an independent political entity of the State of Indiana and as a body corporate and political.

2. That the purpose to be accomplished by said district is to provide for the collection and disposal of sewage.
3. That the territory to be included in the district shall include the following described territory:

Beginning at the high water mark of Lake Wawassee and the North-South Center-line of Section 17, T34N, R7E (Kosciusko County, Indiana); thence South along said Center-line of Section 17, T34N, R7E, 1250'; thence East and Southeasterly (through Sections 17, 16, and 21), parallel to, and 1000' perpendicular to State Road 13 to the intersection with the East line of Section 21, T34N, R7E (said point approximately 1000' South of N.E. corner of Section 21, T34N, R7E); thence South along the East line of Section 21, T34N, R7E 1000'; thence East 1150'; thence South 2000'; thence East 1450' to the North-South Center-line of Section 22, T34N, R7E (also State Road 13); thence North along half section line 1000'; thence East 2640' to the East line of Section 22, T34N, R7E; thence South along said East line of Section 22, T34N, R7E (County Road 800E) 2240' to the S.E. corner of Section 22, T34N, R7E; thence continuing South 1000' along County Road 800E; thence Southeasterly with its meanders along a county road to intersection with the Center-line of Section 26, T34N, R7E, said intersection is 1000' North of center of Section 26, T34N, R7E (County Road 850E); thence South along County Road 850E to the Northeast corner of the Southwest quarter of Section 35, T34N, R7E; thence West along the North line of the Southwest quarter of Section 35, T34N, R7E, to the Northwest corner of the Southwest quarter of Section 35, T34N, R7E; thence North along the West line of Section 35, T34N, R7E to the Northwest corner of Section 35, T34N, R7E; thence West along the North line of Section 34, T34N, R7E (County Road 900N) to the Northwest corner of the Northeast quarter of Section 34, T34N, R7E; thence South along the West line of the Northeast quarter of Section 34, T34N, R7E (State Road 13) to the Southwest corner of the Northeast quarter of Section 34, T34N, R7E; thence East to the Northwest corner of the Northeast quarter of the Southeast quarter of Section 34, T34N, R7E; thence South to the South line of Section 34, T34N, R7E, thence East along the South line of Sections 34, 35, and 36, T34N, R7E, to the S.E. corner of Section 36, T34N, R7E; thence North along the East line of Sections 36 and 25 (County Line Road) to the half-section line of Section 25, T34N, R7E, thence West along said half-section line 2640' to a county road; thence in a Northerly direction, with the meanders of said road till said road intersects with the North-South Center-line of Section 25, T34N, R7E (said point being 1000' South of North line of said Section 25, T34N, R7E); thence North along center of Sections 25, 24, and 13, T34N, R7E, to a point 600' South of the North Line of Section 13, T34N, R7E; thence East 2640' to the East line of Section 13, T34N, R7E; thence North 1000' (along County Line Road); thence West and parallel to the South line of Section 12, T34N, R7E, approximately 2800' to a stream; thence

Southwesterly with the meanders of stream to the South line of Section 12, T34N, R7E; thence West along the South line of Section 12, T34N, R7E, to a point 1000' East of the West line of Section 12, T34N, R7E; thence North and parallel to West line of Section 12, T34N, R7E to the half-section line of Section 12, T34N, R7E; thence West along half-section line (County Road 1250) of Section 12 and 11 to the intersection with the North R/W line of the B. & O. R.R.; thence in a westerly direction along the North R/W line of said B. & O. R.R. to a point 1320' East of the West line of Section 11, T34N, R7E, (also a Road which bounds the Wawasee Airport); thence North 1500' to the Eli Lilly Road; thence West along the Eli Lilly Road 2100' to a County Road bounding the west side of the Wawasee Airport; thence South along said road to the North R/W line of the B. & O. R.R.; thence Northwesterly along North R/W line of the B. & O. R.R. to the intersection with County Road 675E; thence Northerly along County Road 675E with its meanders through Sections 9 and 4 - T34N - R7E to a point 1000' South of the North line of Section 4, T34N, R7E; thence West and parallel to the North line of said Section 4, T34N, R7E, a distance of approximately 2130' to the intersection of Lake Shore Drive; thence in a Northwesterly direction to a point 3200' West of and 100' South of the N.E. Corner of Section 5, T34N, R7E; thence South (1500') to the high water mark of Syracuse Lake; thence Southeasterly (4600') to the Center-line of the B. & O. R.R.; (said point 850' west of and 700' South of the N.E. Corner of Section 8, T34N, R7E); thence in a Southwesterly direction to an intersection point of County Road 1240 and an unnamed stream; thence Southerly along said stream with its meanders to a point in Lake Wawasee, said point being 400' west of and 600' North of the S.E. corner of Section 8, T34N, R7E; thence South 1200' to a point 400' west of and 600' of South the N.E. corner of Section 17, T34N, R7E; thence Southwesterly across Conklin Bay to the point of beginning.

It should be understood all the above measurements are approximate dimensions as scaled from U.S.G.S. quadrangle sheets.

4. That the district be governed by a Board of Trustees consisting of seven (7) members. Each board member, so appointed, shall own real estate in the sewage district, but need not be a registered voter nor a resident of the district.

The following duly elected executives shall appoint members to the Board of Trustees as follows:


- A. Two (2) members will be appointed by the Governor of the State of Indiana by virtue of the fact that stato lands will be involved in the district, one of the initial appointees will serve a term of two years and one initial appointee will serve a term of three years. Successive of appointees by the Governor will serve four-year terms.

- B. Three members of the Board of Trustees shall be appointed by the Turkey Creek Township Advisory Board; one initial appointee shall be appointed for a term of two years, one initial appointee shall be appointed for a term of three years, and one initial appointee shall be appointed for a term of four years. All successful appointees shall serve a four-year term.
- C. One member of the Board of Trustees shall be appointed by the Township Trustee for a term of four years. Each successive appointee shall serve a four-year term.
- D. One member of the Board of Trustees shall be appointed by the County Commissioners of Kosciusko County for a term of four years. Each successive appointee shall serve a four-year term.

The Executive Officer and/or elective officials required to make appointments to the Board of Trustees, shall do so within fifteen (15) days after the expiration of the term of their respective appointees. In the event that any executive officer, elected official or governing body shall fail to make such appointment within the times specified herein, the trustee holding said appointment shall hold over after the expiration of their terms until their respective successors have been duly appointed and qualified. In the event any person appointed as a member of the Board of Trustees shall fail to qualify or if any member of the Board of Trustees after qualifying shall die, resign or vacate such office, or be removed, a new member shall be selected and appointed to fill such vacancy in the same manner as the member of the Board in respect to whom such vacancy occurs, and members so appointed shall serve the remainder of the vacated term.

- 5. That the Board of Trustees shall provide sufficient bond for all officers, trustees, or employees who have any power to dispense funds of the district. Said bond, as a minimum, shall be in an amount equal to, plus ten percent (10%), of those funds anticipated to be received by the district, divided by six (6), which amount shall be determined annually by the Board of Trustees.
- 6. That within nine (9) months from the date of this Order the Turkey Creek Regional Sewer District shall file, with the Stream Pollution Control Board of the State of Indiana, a detailed plan for the construction and operation of the district's facilities pursuant to the provisions of IC 19-3-1.1-5(a).

Dated this 18th day of October, 1977.


Oral H. Hertz
Technical Secretary



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
NANCY A. MALOLEY, Commissioner

October 29, 1987

105 South Meridian Street
P.O. Box 6015
Indianapolis 46206-6015
Telephone 317-232-8603

STATE OF INDIANA)
) SS: BEFORE THE INDIANA DEPARTMENT
COUNTY OF MARION) OF ENVIRONMENTAL MANAGEMENT

IN THE MATTER OF:)
TURKEY CREEK REGIONAL SEWER) CAUSE NO. B-436
DISTRICT)

NOTICE OF DECISION ON THE PETITION OF TURKEY CREEK
REGIONAL SEWER DISTRICT TO ADD TO ITS ORIGINAL PURPOSE

TO: Mr. Richard A. Green
Attorney at Law
116 East Main Street
Syracuse, Indiana 46567
No. P 395 650 896

Notice is hereby given that Turkey Creek Regional Sewer District has filed a petition with the Indiana Department of Environmental Management (Department) to add to the purpose for which it was originally created as follows: to enable Turkey Creek Regional Sewer District to own and operate facilities with which to provide a water supply for domestic, industrial and public use to users inside and outside the district.

The Decision of the Commissioner of the Indiana Department of Environmental Management (Commissioner) relative to this petition follows, in the form of Findings of Fact, Conclusions of Law and Order. Pursuant to IC 4-21.5-3-5(f), the Order becomes effective fifteen (15) days after it is served.

A party affected or aggrieved by this Decision may appeal and must do so within fifteen (15) days of service or notice by publication by filing a request for an adjudicatory hearing with the Commissioner at the address given at the end of the Order. 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 by this Decision, or otherwise entitled to review by law.

Pursuant to IC 4-21.5-3-5(d), the appointed Administrative Law Judge will provide parties who request an appeal with notice of pre-hearing conferences, preliminary hearings, hearings, stays or orders disposing of all proceedings. Non-parties may receive such notices without intervening and formally becoming parties by providing the Department with a written request that describes the subject matter of the notice requested with reasonable particularity, and is delivered to the Department at least seven (7) days prior to the date that the notice is issued.

FINDINGS OF FACT

1. Turkey Creek Regional Sewer District was originally created by Order of the Indiana Stream Pollution Control Board on October 18, 1977, in Cause No. B-436, with the following purpose stated in the Order:

* * *

"2. That the purpose to be accomplished by said district is to provide for the collection and disposal of sewage."

* * *

2. On or about August 24, 1987, Turkey Creek Regional Sewer District, by counsel and after authorization by its board, filed a petition requesting an order to add to its original purpose to enable it to own and operate facilities with which to provide a water supply for domestic, industrial and public use to users inside and outside the District.
3. The basis for the petition is that Turkey Creek Regional Sewer District is in the initial stages of purchasing the facility known as Wawasee Sewer and Water Company, Inc., and that: (a) it would not be economically feasible to separate the sewage collection and treatment portion from the water supply portion of this facility; (b) such a separation would impose a hardship on the customers served by both portions of this facility; (c) it would be more cost effective for Turkey Creek Regional Sewer District to purchase both portions of the Wawasee Sewer and Water Company, Inc.; and (d) it was the original intent of Turkey Creek Regional Sewer District to purchase both portions of the facility owned by Wawasee Sewer and Water Company, Inc.
4. Under IC 13-3-2-2: "Any area may be organized as a regional water, sewage, or solid waste district under this chapter for one (1) or more of the following purposes: (1) To provide a water supply for domestic, industrial, and public use to users inside and outside the district..."

CONCLUSIONS OF LAW

1. The Commissioner is legal successor to the former Indiana Stream Pollution Control Board in this matter which may be considered a continuation of proceedings previously initiated under Cause No. B-436.
2. The Commissioner has jurisdiction under IC 13-3-2-9 to issue a decision on the petition filed herein by Turkey Creek Regional Sewer District to modify and add to its original purpose.
3. The purpose which Turkey Creek Regional Sewer District seeks to have added is authorized by IC 13-3-2-2(1), and Turkey Creek Regional Sewer District has established a sufficient factual basis in its petition for modifying its original purpose.

ORDER

IT IS THEREFORE ORDERED that the purpose for which Turkey Creek Regional Sewer District was originally created is hereby modified to read as follows, with this ORDER becoming effective fifteen (15) days after it is served:

That the purposes to be accomplished by Turkey Creek Regional Sewer District are to provide for the collection, treatment, and disposal of sewage inside and outside the district and to provide a water supply for domestic, industrial, and public use to users inside and outside the district, by owning and operating facilities and performing all acts necessary and incident to the cited purposes which are not otherwise prohibited by law.

Dated at Indianapolis, Indiana, this 27th day of October, 1987.

Nancy A. Maloley
Nancy A. Maloley, Commissioner
Indiana Department of Environmental
Management
105 South Meridian Street
Indianapolis, Indiana 46225

INTERMUNICIPAL AGREEMENT FOR
SANITARY SEWER SERVICE

THIS AGREEMENT (hereinafter referred to as "Agreement"), entered into by and between the TOWN OF SYRACUSE, INDIANA, a municipal corporation of the State of Indiana, by its duly authorized officers (hereinafter referred to as "Syracuse"), and the TURKEY CREEK REGIONAL SEWER DISTRICT, a regional sewer district of the Estate of Indiana (hereinafter referred to as "Turkey Creek"), by its Board of Trustees and authorized signatories,

WITNESSETH THAT:

WHEREAS, Syracuse is in the process of constructing a waste-water treatment plant addition with capacity available for the treatment of sewage from Turkey Creek; and

WHEREAS, Turkey Creek does not have a sewage treatment plant with the capacity and capability to adequately treat that portion of the sewage from Turkey Creek and its environs which is the subject of this agreement; and,

WHEREAS, Turkey Creek wishes to connect a portion of its sewer service area to the Syracuse sewer system and avail itself of the sewage treatment facilities of Syracuse, which are in the process of being constructed; and

WHEREAS, the parties have agreed upon a division of the costs and expenses of processing sewage from the Turkey Creek sanitary sewer system;

NOW, THEREFORE, Syracuse agrees to provide Turkey Creek with sewage treatment facilities and Turkey Creek agrees to connect to the Syracuse Wastewater Treatment Plant for sewage treatment pursuant to the following terms and conditions:

1. Effective Date. It is understood and agreed between the parties that this contract shall become effective on the first day of the month after its execution and approval by the Town Board of the Town of Syracuse of the County of Kosciusko, Indiana, and by the Board of Directors of the Turkey Creek Regional Sewer District, of Kosciusko County, Indiana, but that neither party hereto shall be bound hereby until Syracuse has completed the issuance of the proposed Sewage Works Revenue Bonds which will finance improvements and additions to its present sewage system in accordance with plans and specifications prepared and being prepared, approved and being approved, and in accordance with the approval of the engineers of both parties hereto and until Turkey Creek has completed the issuance of proposed Sewage Revenue Bonds. It is also understood and agreed that this Agreement may be subject to the approval of the Department of Environmental Management, the Environmental Protection Agency, the Farmers Home Administration, and any other regulatory agency as may be required. In the event any of these agencies having jurisdiction do not approve this Agreement in its entirety, this Agreement shall have no force and effect. In addition, neither party shall be bound until both receive grant funds from the Environmental Protection Agency and the State of Indiana pursuant to pending grant applications and/or awards relating to the respective project of each party.

2. Term of Agreement. This Agreement shall continue in full force and effect for forty (40) consecutive years from the first date of connection.

3. Option to Renew. This Agreement shall continue in full force and effect for an indeterminate number of five (5) year terms after the initial forty (40) year term, unless one of the parties shall

notify the other in writing at least three (3) years prior to the expiration of the original term or any additional five (5) year term of its desire not to continue this Agreement. In the event that there has been a change in physical conditions of any kind applicable within the three (3) year period prior to the expiration of the original term of any additional term, then the terms and conditions of any renewal hereunder shall be renegotiated in order to reflect the effect of such changes in the terms and conditions of this Agreement. Any such renegotiation shall leave the parties in the same financial position relative to each other as they are under this Agreement, except as agreed to in such renegotiations and as approved by all agencies and entities which have review power over this Agreement.

4. Interconnection. Turkey Creek shall construct and extend two (2) force main sewers westward to connect to the Syracuse Sanitary Sewer System for eventual treatment at the Syracuse Sewage Treatment Plant, all in accordance with plans and specifications prepared and being prepared, approved and being approved, and in accordance with the approval of the engineers of the respective parties.

The parties agree that Syracuse shall be responsible for the maintenance and control of and shall obtain all revenue from all sewers from the Syracuse Corporate Limits westward to and through Syracuse, excepting the aforementioned Turkey Creek force mains that lie within the corporate boundaries of Syracuse. Turkey Creek shall be responsible for the maintenance and control of and shall obtain all revenue from the aforementioned force main sanitary sewer and from all sewers from the Turkey Creek district boundaries eastward to and

throughout that portion of the Turkey Creek sewer system which interconnects with said force mains.

Each of the parties hereto shall obtain all necessary easements required for their construction at their own expense. In addition, Syracuse will assist Turkey Creek to obtain the easements for that portion of Turkey Creek's force mains that lie within the corporate boundaries of Syracuse. Such easements, whenever possible, shall be within the public ways of Syracuse and shall be granted to Turkey Creek without compensation. If, however, such easements cannot be placed in the public way of Syracuse and must, therefore, be on private property, Syracuse will use its public powers to obtain said easements by way of donation, negotiation, or eminent domain, and will assign all rights therein to Turkey Creek to allow the use thereof by Turkey Creek for the uses anticipated by this Agreement. Turkey Creek shall reimburse Syracuse for those reasonable expenses incurred by Syracuse in the acquisition of easements benefiting Turkey Creek's interconnection project, including compensation paid for easements on private property, personnel expenses, professional fees, and the costs of returning the public way or private servient tenements to the condition they were in prior to installation of said force mains.

5. Construction Access By Parties.

A. Syracuse reserves the right to be present and inspect the construction of all sewers, laterals, tap-ins, force mains, lift stations, and appurtenant devices which shall be interconnected to the Syracuse Sanitary Sewer System lying between the metering points and the interconnection points. In such areas the Syracuse inspectors shall have full access to all construction areas, project records, inspection reports, test results and all other data or documents

available to inspectors pursuant to the construction contract documents associated with the Turkey Creek interconnection project. Said inspectors shall report their observations in writing directly to the Project Manager or Project Engineer employed by Turkey Creek to provide construction inspection services for the interconnection project.

B. Syracuse reserves the right to be present and inspect the construction of all sewers, laterals, tap-ins, force mains, lift stations, and appurtenant devices which shall be interconnected to the Syracuse Sanitary Sewer System.

The Syracuse observers shall have full access to all construction areas, project records, inspection reports, test results and all other data or documents available to inspectors pursuant to the construction contract documents associated with the Turkey Creek interconnection project. Said observers shall report their observations in writing directly to the Project Manager or Project Engineer employed by Turkey Creek to provide construction inspection services for the interconnection project.

C. Syracuse shall have the further right to be present if they choose at all future connections, or tap-ins, to that portion of the Turkey Creek System which connects to the Syracuse Sanitary Sewer System and shall advise Turkey Creek inspectors of their observations.

6. Acceptance and Treatment of Sewage.

A. Responsibility for Delivery and Transportation. It is the understanding of the parties that Turkey Creek's discharge into the Syracuse sewer system will be composed principally of the effluent from existing septic systems. The rates and charges under this

Agreement reflect the cost of Treatment of this discharge only, and specifically excludes the cost of treatment for septage wastes periodically pumped from the septic systems in Turkey Creek.

Turkey Creek shall be solely responsible for delivery of the domestic sewage material to the interconnection points. Syracuse shall be solely responsible for accepting and treating the domestic sewage material from the interconnection points.

B. Treatment. Syracuse shall be solely responsible for the proper treatment as above stated of the sewage materials received from Turkey Creek in accordance with the requirements of the Department of Environmental Management and the Environmental Protection Agency. Acceptance and treatment of hauled septage wastes by Syracuse, from any source, shall be at the discretion of the Syracuse Public Works Director and upon the terms and conditions of the Syracuse Sewer Use Ordinance, as amended.

C. Sewage Materials Acceptable. Turkey Creek shall comply with Syracuse's Sewer Use Ordinances as presently existing or as are hereafter adopted, and amendments thereto, and specifically with any future requirements in respect of Prohibited Industrial Discharges, Strengths of Wastes Surcharge, and the Rules and Regulations of the Environmental Protection Agency and the Department of Environmental Management. It is recognized by Turkey Creek that Syracuse's said Sewer Use Ordinance(s) may be amended from time to time so as to change the types of wastes which may be accepted by Syracuse. However, prior to passage of any such amendments, Syracuse shall give Turkey Creek written notice of such proposed Ordinance(s). No such amendment shall be passed without prior approval of the Indiana Department of Environmental Management if Turkey Creek gives written

notice to Syracuse within thirty (30) days of such written notice to Turkey Creek of the desire of Turkey Creek to have such proposed amendments approved by the Indiana Department of Environmental Management prior to passage. It is recognized by Syracuse that said amendments may necessitate amendments to Turkey Creek's Sewer Use Ordinance(s) and the parties agree that Syracuse will give Turkey Creek up to ninety (90) days' notice prior to the effective date of an amendment to make necessary amendments to its Ordinance(s) to assure that sewage delivered to Syracuse's system complies with the Syracuse Sewer Use Ordinance.

Upon discovery that unacceptable sewage materials, as defined by said Sewer Use Ordinance, are being transmitted to Syracuse through Turkey Creek's interconnection points:

(1) Turkey Creek shall immediately begin correction procedures upon verbal notification and confirmation, in writing, within twenty-four (24) hours.

(2) If Turkey Creek shall fail within thirty (30) days after the notification given in sub-paragraph C(1) above to stop said transmission, Syracuse may, at its option, without liability and at Turkey Creek's cost:

(a) cut off the user who is transmitting the unacceptable sewage; and

(b) only if (a), immediately hereinabove cannot be accomplished, cease servicing the entire Turkey Creek system and stop accepting all sewage transmission from Turkey Creek until the cause for such stoppage is removed with the permission and approval of the Indiana Department of

Environmental Management, and further the permission and approval of the Environmental Protection Agency if required by the Indiana Department of Environmental Management.

(3) Turkey Creek shall bear all liabilities and costs which Syracuse may incur or become exposed to either by the transmission of said unacceptable sewage or exercise of its rights hereunder, including the payment of fines and penalties imposed under NPDES permit enforcement procedures.

D. Cost of Treatment. Turkey Creek agrees to pay to Syracuse for treatment of sewage flow received at the interconnection points both in respect to volume and composition of such flow as such elements are defined in the Sewer Use Ordinance of the Town of Syracuse. The total cost of Treatment shall be the sum of Debt Service Charges, Strength of Waste Surcharge, Volume Surcharge, and a proportionate share of the operation and maintenance expenses of the Syracuse wastewater treatment plant, as identified below. "Strength of Waste Surcharge", as used herein, shall be as established in subparagraph 6.D.(b) hereinafter. The rates charged Turkey Creek will be subject to review annually by either Syracuse or Turkey Creek, and will be based on the following cost of service components:

(a) Debt Service Charge

(i) Existing Syracuse Sewage Revenue Bonds: Two and Seventy-seven hundredths percent (2.77%) of the debt service requirement attributed to repaying the Syracuse Sewage Revenue Bonds of 1976 is allocated to Turkey Creek whereby Turkey Creek shall pay semi-annually to Syracuse commencing February 28 and August 30 prior to the time of the

interest payment on the bonds following the connection of Turkey Creek to the Syracuse sewage system. The percent stated above shall be applied to the debt service requirement in accordance with "Exhibit A", attached hereto and made a part hereof by this reference.

(ii) Proposed Bonds and Debt Service Reserve: A one-time contribution of the capital cost of the new facility shall be paid by Turkey Creek upon sale of its anticipated Sewer Revenue Bonds, which contribution shall be in the amount reflected on "Exhibit B" attached hereto and made a part hereof by this reference.

(iii) Debt Service Surcharge: Turkey Creek will be subject to a surcharge upon the monthly debt service charge as provided in Subsection (c) of this paragraph.

(iv) Total Debt Service Charge: The total debt service charge due from Turkey Creek will be the sum of the payments specified in Section 6 D (i) (ii) and (iii).

(b) Strength of Waste Surcharge. Turkey Creek shall be subject to the same surcharges for excessive loading as Syracuse's customers, which will be in addition to charges for debt services, and any surcharge thereon, and operation and maintenance. In the event sewage is received by Syracuse from Turkey Creek in excess of normal domestic loadings of 200 mg/l BOD 5, 250 mg/l suspended solids, 15 mg/l ammonia nitrogen and 10 mg/l phosphorous, as presently established by this Agreement, then Turkey Creek shall pay to Syracuse the rate per pound as established in this Agreement. In the event of future changes in the

cost of treatment of suspended solids, BOD, ammonia nitrogen and phosphorous based upon studies in conformity with EPA requirements, Turkey Creek shall be subject to such increased or decreased charges for excessive pollutants. In the event that future charges are made for other excessive pollutants received by Syracuse and such charges are uniformly applied throughout the Syracuse service area, then Turkey Creek shall be subject to such charges.

(c) Volume Surcharge. In the event Syracuse is required to accept sewage from Turkey Creek in volumes of flow which average more than 88,000 gallons per day but less than or equal to 100,000 gallons per day for any thirty (30) days period (hereafter called "qualifying period"), then an additional treatment plant capital surcharge (hereinafter called "debt service surcharge") will be paid to Syracuse by Turkey Creek, subject to the following particulars:

(1) The surcharge will be paid in addition to all other charges herein provided.

(2) The surcharge will be computed by multiplying the Total Local Share of Project Cost of the pending Syracuse wastewater treatment plant expansion and improvements by the ratio of the average flow during the qualifying period which is in excess of 88,000 gallons per day but less than or equal to 100,000 gallons per day in accordance with the following formula:

(Average daily flow - 88,000 gallons per day) x Total Local Share of Project Cost of the Syracuse project divided by 88,000 gallons per day)

The "Total Local Share of Project Cost" shall include all costs paid by Syracuse, excluding grant funds received for design and construction of its wastewater treatment facility. This shall include, but shall not be limited to, all eligible and ineligible construction costs, including the final cost of construction of the treatment plant facilities, and inspection services, professional fees, expenses and approved change orders, prorated to the extent such applies to the treatment plant.

(3) The surcharge will be applied to and collected for the first day of the qualifying period.

(4) The thirty (30) days prior to the first anniversary of collection of the surcharge will be a test period to determine if higher surcharge shall be applicable to the succeeding twelve (12) months or if, in the event the average volume has declined below 88,000 gallons per day for the test period, the surcharge shall be discontinued.

(d) In the event that the average flow from Turkey Creek exceeds the flow planned for in the original design, renegotiation of various sections of this agreement shall be undertaken. Should the average flow from Turkey Creek for any thirty (30) day period exceed 100,000 gallons per day; or should flow from Turkey Creek into subsystem 2 exceed 35 gallons per minute three (3) times during any thirty (30) day period; or should flow from Turkey Creek into subsystem 12 exceed 100 gallons per minute three (3) times during any thirty (30) day period, Section 6 D (ii) of this agreement shall be renegotiated. In the event that any of the flows and conditions described above occur in the first five (5)

years after signing this agreement, Section 6 D (a) (i), in addition to Section 6 D (a) (ii) shall be renegotiated.

"Subsystem 2" as used herein, shall mean the point where Turkey Creek discharges into the Syracuse system at Manhole No. 4-95 on Pickwick Drive, Syracuse, Indiana. "Subsystem 12" as used herein, shall mean the point where Turkey Creek discharges into the Syracuse system at Manhole No. 5-27 on Medusa Street, Syracuse, Indiana, said subsystems and manholes being identified on "Exhibit C" and "Exhibit D" respectively, attached hereto and made a part hereof by this reference.

7. Operation and Maintenance Charges. The monthly charge to Turkey Creek for services provided by Syracuse shall be based on flow, as determined from the two (2) meters on Turkey Creek's discharge to Syracuse, and shall have the rate per 1000 gallons calculated as follows:

EXPENSES *(1)	PERVIOUS YEAR'S EXPENSES	
	TREATMENT PLANT *(2)	COLLECTION
Labor & Benefits	\$125,657	\$ 31,414
Purchased Power (gas & elec)	\$ 49,140	\$ 5,460
Misc. Operating Expenses	\$ 15,400	\$ 1,760
Repairs	\$ 3,000	\$ -0-
Replacement	\$ 26,074	\$ 4,400
New Equipment	\$ 8,000	\$ -0-
Professional Services	\$ 3,000	\$ -0-
General	\$ 3,000	\$ -0-
TOTALS	\$233,271	\$ 43,042
LESS Previous Year Surcharge	\$ 6,200	\$ -0-
NET SYSTEM COSTS	\$227,071	\$ 43,042

TREATMENT PLANT COST DISTRIBUTION:

PARAMETER	PREVIOUS YEAR *(3) TURKEY CK PLANT		TURKEY CREEK SHARE	%COSTS TO PARAMETER *(4)	TURKEY CK COSTS *(5)
Flow (MG)	29.2	29.2	10.003%	43%	\$ 10,143
BOD (LBS)	34,094	229,948	14.827%	20%	\$ 5,975
Solids(lbs)	30,441	241,164	12.622%	19%	\$ 5,616
Ammonia(lbs)	3,653	17,370	21.030%	10%	\$ 4,461
Phos. (lbs)	2,435	10,887	22,368%	8%	\$ 4,348
			TOTALS	100%	\$ 30,543

COLLECTION SYSTEM COST DISTRIBUTION:

PARAMETER	PREVIOUS YEAR *(3) TURKEY CK PLANT		TURKEY CREEK SHARE	%COSTS TO PARAMETER *(4)	TURKEY CK COSTS *(6)
Maintenance	29.2	291.9	14.585%	10%	\$ 431
			TOTALS		\$ 431

TOTAL COSTS TO TURKEY CREEK \$ 30,974

PREVIOUS YEAR FLOW FROM TURKEY CREEK (1000 Gals.) \$ 29,200

TOTAL RATE TO TURKEY CREEK PER 1000 GALLONS 1.06

NOTES:

- *1. Expenses shall be updated every year and rates adjusted accordingly.
- *2. Treatment plant costs shall be the operation, maintenance and replacement expenses and shall exclude collection, billing and administration.
- *3. Previous year's data shall be obtained from Turkey Creek's metering stations & samples collected; and plant data shall be obtained from plant records.
- *4. % costs to parameters shall remain constant.
- *5. Turkey Creek's costs shall be calculated by multiplying the previous year's wastewater plant operating costs by Turkey Creek's previous year's share of the total load and the % costs to parameter.
- *6. Turkey Creek's costs shall be calculated by multiplying the previous year's collection system's operating costs by Turkey Creek's previous year's share of the total flow and the % costs to Turkey Creek.

Turkey Creek agrees to pay its proportionate share of the costs incurred by Syracuse for billing sewer system users. At the time of execution of this Agreement, Turkey Creek's share of billing costs,

based upon the number of users anticipated through 1990, is 0.2 percent. The total annual billing charge shall be \$37.00 per year and revised as appropriate on an annual basis.

8. Measurement of Volume. Turkey Creek shall install at Turkey Creek's expense, proper and adequate metering and sampling devices for the purpose of measuring the quantity and quality of sewage materials delivered at the points of inter-connection. Said metering points and sampling devices shall be constructed in a manner and in a place acceptable to all parties.

Said metering facilities shall contain one (1) metering device, and the metering device shall be of a type and design as mutually approved by the engineers of both parties hereto. Such device shall be subject to the inspection, testing, and approval of each party at all times. For these purposes, and for the purpose of reading and recording data from said meter, each party shall at all times have complete and free access to said metering point and device.

Turkey Creek shall be responsible for all the expenses incurred in the maintenance and repair of the metering devices, including the costs of annual recalibration and testing.

Sampling devices which are capable of providing a flow proportional twenty-four (24) hour composite sample taken hourly shall be installed by Turkey Creek and maintained by Syracuse. The location of such sampling devices and specifications thereof shall be subject to the recommendations of the engineers of Syracuse and Turkey Creek. Composite twenty-four (24) hour sampling will be conducted on pH, suspended solids, BOD, phosphorous and ammonia nitrogen at the minimum of seven (7) day intervals. Metal ions and other parameters

shall be analyzed upon a frequency sufficient to satisfy the Department of Environmental Management and the United States Environmental Protection Agency regulations, but no less frequently than annually.

Turkey Creek shall reimburse Syracuse for expenses incurred for sampling, analysis and reporting of the parameters tested.

Material samples as received from the sampling devices shall be available immediately to both Syracuse and Turkey Creek. The results of testing samples shall be forwarded by either party to the other upon completion of testing.

9. Payment. The volume of sewage accepted by Syracuse into its sewage system for processing from Turkey Creek as measured by such metering devices shall be determined on or about the fifth day of each month and Syracuse shall bill Turkey Creek within fifteen (15) days thereafter for the cost of the treatment, calculations pursuant to Paragraph 6. E herein for treatment of such sewage for such previous month. Syracuse shall commence its calculations for its initial billing to Turkey Creek on the first day sewage is accepted by Syracuse into its sewage system from Turkey Creek for processing. Payment shall be made by Turkey Creek promptly within fifteen (15) days after being billed by Syracuse.

10. Rate Covenants of Turkey Creek. Turkey Creek shall institute, maintain and enforce an system of user charges in accordance with the guidelines of the Environmental Protection Agency and other state and federal agencies and shall provide evidence of continuing compliance therewith to Syracuse and to the Environmental Protection Agency and other agencies as may be required by said agency regulations.

Turkey Creek shall adopt and enforce ordinances providing for rates, rules and regulations, and use of the sewage system of Turkey Creek which are in conformity with similar requirements adopted and enforced by Syracuse to maintain the integrity of the Syracuse treatment plant and sewer system and to permit Syracuse, on a continuing basis, to be awarded grants or loans from the State of Indiana and from the Environmental Protection Agency and other governmental agencies which may in the future offer grants or loans incident to the treatment and collection of sewage.

11. Billing. Syracuse will have the responsibility of reading the metering devices at the interconnection point and billing Turkey Creek appropriately. Turkey Creek will have the right to verify the date, billing, meter reading, and sampling as to the quantity and the quality of waste water.

12. Compliance with Rules, Regulations, Standards, and Laws. Turkey Creek and Syracuse shall comply with state and federal regulations, standards, and laws regarding the operation of its sewage system. In the event studies and/or rehabilitation are necessary or required as a condition to Turkey Creek or Syracuse receiving a grant, from any source, Turkey Creek or Syracuse shall proceed forthwith to initiate the grant process in order to meet such requirements. Should the grant process not be available to either community, each community shall be required to satisfy such requirements at its expense. Pursuant to I.C. 5-14-3-1, Access to Public Records, Turkey Creek, as well as any member of the public, has the right to review any records of Syracuse, and Syracuse, as well as any member of the public, has the right to review the records of Turkey Creek.

13. Remedies in the event of Default. In the event that either party shall default (except for failure to make any required payment) hereunder and said default is not cured within thirty (30) days' written notice of same, or, in the event said default is not of a type that can be cured within thirty (30) days, if either party is not proceeding with due diligence to cure said default within thirty (30) days' written notice of same, or if either party shall fail to make any payment due herein within thirty (30) days after said payment is due either party (no notice being necessary in the event of nonpayment), then either party may apply to any court for the appointment of a receiver to administer all of the defaulting party's sewage works and collection system in the place and stead of the defaulting party and to charge and collect rates. Said collections are to be paid out as follows:

First, to payment of any revenue bond obligations of either party;

Second, to payment of any delinquent sewage charges and ongoing current charges of the defaulting party; and

Third, to payment of expenses of operation, repair, and maintenance of the defaulting party's system.

Provided, however, none of the remedies described above will impair or take priority over Syracuse's or Turkey Creek's obligations to their respective bond holders. In the event of default of Turkey Creek, Syracuse may cease accepting and treating Turkey Creek's sewage until the default is cured after compliance with the provisions of paragraph 6 C (1) and (2) and after obtaining approval from the Indiana Department of Environmental Management.

In the event of default, as well as differences of opinion as to the management, operation, and rates charged, as expressed by a

resolution passed at a public meeting of either the Town Board of Syracuse or the Board of Trustees of Turkey Creek, any such differences shall be negotiated by a representative of Turkey Creek, preferably its rate consultant; however, if the two of them cannot reach a decision that is mutually satisfactory to the two rate consultants, they shall seek the advise of a consulting engineer; in the event that no reasonable decision is made as to any differences of opinion, the same shall be finally determined by a hearing before the Kosciusko Circuit or Superior Court.

14. Successors in Interest. In the event of any occurrence rendering either party incapable of performing under this Agreement, any successor of Syracuse or Turkey Creek, as the case may be, whether the result of legal process, assignment, or otherwise, shall succeed to the rights of and be bound to the obligations of Syracuse or Turkey Creek, as the case may be.

15. Reference to Specific Agencies. Wherever reference is made herein to a specific agency or governmental unit, the same shall refer to that agency or governmental unit and any other organization or organizations which assumes the functions and duties of the agency or governmental unit.

16. 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, return receipt requested, postage prepaid, addressed to the party to be served at the last address filed by such party with the other

party. At the date of the execution of this Agreement, Syracuse's address is: Town Hall, 500 South Huntington Street, Syracuse, Indiana, 46567, Attention of the Clerk-Treasurer, and Turkey Creek's address is: Turkey Creek Regional Sewer District, Post Office Box 396, Syracuse, Indiana, 46567.

17. Attorney Fees and Professional Fees. Any reimbursements or recoveries by one party hereto against the other party shall include engineer's fees, accountant's fees, court costs, and attorney's fees.

18. Understandings and Definitions. For purposes of this Agreement, the parties agree upon the following understandings and definitions:

- A. The parties understand that at the commencement and during the duration of this Agreement, 88,000 gallons per day of the capacity of Syracuse's Sewage Treatment facility is reserved to Turkey Creek.
- B. Financing Costs - the net out-of-pocket annual payments for principal and interest on obligations of Syracuse's wastewater system.

19. Amendments to this Agreement. This Agreement may be amended by agreement of the parties. No such amendment shall impair the rights of bond holders of either party and shall first be approved by the Indiana Department of Environmental Management.

IN WITNESS WHEREOF, the officials of said municipalities authorized to sign and execute this Agreement do now for and on behalf of their respective municipalities set their hands and affix the official seal of the municipality, all as of the date and year first above set forth.

Approved by Town of Syracuse,
Indiana, this 29 day of
December, 1987

TOWN BOARD OF SYRACUSE, INDIANA

[Signature]
James Hughes
William R. Hess
Carl Empick

ATTEST:

Jennifer L. Lewis

Approved by Turkey Creek
Regional Sewer District,
this 29 day of December,
1987

TURKEY CREEK REGIONAL SEWER
DISTRICT

Robert Jones
By, ROBERT JONES, President

ATTEST:

V. Logan Love
V. LOGAN LOVE, Secretary

TOWN OF SYRACUSE
DEBT SERVICE REQUIREMENTS TO MATURITY - SEWAGE REVENUE BONDS

Year	Issue of September 1, 1976				Total Revenue Bond Requirements
	Interest Rate	Principal	Interest	Total Requirements	
1983	5%	11,000.00	39,300.00	50,300.00	\$ 71,292.50
1984		12,000.00	38,750.00	50,750.00	71,105.00
1987	5%	12,000.00	38,150.00	50,150.00	70,867.50
1988		13,000.00	37,550.00	50,550.00	71,587.50
1989		14,000.00	36,900.00	50,900.00	72,250.00
1990		14,000.00	36,200.00	50,200.00	72,750.00
1991		15,000.00	35,500.00	50,500.00	72,200.00
1992		15,000.00	34,750.00	49,750.00	70,600.00
1993		17,000.00	34,000.00	51,000.00	51,000.00
1994		17,000.00	33,150.00	50,150.00	50,150.00
1995		18,000.00	32,300.00	50,300.00	50,300.00
1996		19,000.00	31,400.00	50,400.00	50,400.00
1997		20,000.00	30,450.00	50,450.00	50,450.00
1998		21,000.00	29,450.00	50,450.00	50,450.00
1999		22,000.00	28,400.00	50,400.00	50,400.00
2000		23,000.00	27,300.00	50,300.00	50,300.00
2001		24,000.00	26,150.00	50,150.00	50,150.00
2002		26,000.00	24,950.00	50,950.00	50,950.00
2003		26,000.00	23,650.00	49,650.00	49,650.00
2004		28,000.00	22,350.00	50,350.00	50,350.00
2005		30,000.00	20,950.00	50,950.00	50,950.00
2006		31,000.00	19,450.00	50,450.00	50,450.00
2007		32,000.00	17,900.00	49,900.00	49,900.00
2008		34,000.00	16,300.00	50,300.00	50,300.00
2009		36,000.00	14,600.00	50,600.00	50,600.00
2010		38,000.00	12,800.00	50,800.00	50,800.00
2011		39,000.00	10,900.00	49,900.00	49,900.00
2012		42,000.00	8,950.00	50,950.00	59,950.00
2013		43,000.00	6,850.00	49,850.00	49,850.00
2014		46,000.00	4,700.00	50,700.00	50,700.00
2015		48,000.00	2,400.00	50,400.00	50,400.00
Totals		\$ 786,000.00	\$ 776,450.00	\$1,562,450.00	\$1,732,002.50

Originally Issued: \$850,000.00, principal payable each September 1st,
interest payable each March 1st and September 1st.

EXHIBIT A

EXHIBIT B

DISTRIBUTION OF PROJECT COSTS

Collection System	Description	Engineer's Estimate	Turkey Creek	Design	Turkey Creek %	Prelim. Share	Final Cost	Final Share
Subsystem 2	Lift station #5	\$ 50,000	\$ 44,000	\$ 160,383	27.4%	\$ 13,700		
Subsystem 3 & 4	Lift station #8	68,000	44,000	304,589	14.4%	9,792		
Subsystem 6	Lift station #11	65,000	44,000	408,472	10.8%	7,020		
Subsystem 7	10" Interceptor	155,000	44,000	603,931	7.3%	11,315		
Subsystem 7	15" Interceptor	117,600	176,000	1,388,755	12.7%	14,935		
Subsystem 12	Lift Station #14	90,600	132,000	745,067	17.7%	16,036		
Subsystem 22	15" Interceptor	44,800	176,000	1,388,755	12.7%	5,690		
Subsystem 22	15" Interceptor	72,000	176,000	1,962,046	9.0%	6,480		
<u>Wastewater Treatment Plant</u>								
	Construction	\$ 2,204,000	88,000 gpd	1,046,000 gpd	8.4%	185,136		
<u>Sewer Rehabilitation</u>								
	Construction	253,000	-0-	1,046,000	0.0%	-0-		
Construction totals		3,120,000			8.7%	270,104		
<u>Other Project Costs</u>								
	Design	304,736			(1)			
	Engr. during constr.	250,000			8.7%	26,512		
	Inspection	250,000			8.7%	21,750		
	Legal	62,924			8.7%	21,750		
	Miscellaneous	50,000			8.7%	5,474		
					8.7%	4,350		
Total project costs		\$4,037,660				\$349,940		
Federal Grant		= \$2,220,713			55.0%	\$192,467		
State Grant		= 807,532			20.0%	69,988		
Local Share		= 1,009,415			25.0%	87,485		

(1) Based on percentage of construction from above.

EXHIBIT C

