TOWN OF ANDREWS

66 N. MAIN ST.
P.O. BOX 386
ANDREWS, IN. 46702
(260)786-3848

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INDIANA UTILITY
REGULATORY COMMISSION

DATE: 9-28-12 TIME: 4:00 pm

TO: Kurt Gassert FROM: B Johnson

FAX #: 317-232-6758 FAX #: 260-786-3856

SUBJECT: Rates

NUMBER OF PAGES (INCLUDING COVER): 17

☐ Response Requested ☐ Urgent ☐ No Response Needed

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STATE OF INDIANA

INDIANA UTILITY REGULATORY COMMISSION

PETITION FOR APPROVAL OF RATE AND CHARGE DIFFERENCE BETWEEN PROPERTY WITHIN AND PROPERTY OUTSIDE THE CORPORATE BOUNDARIES OF Andrews **{MUNICIPALITY}**

Pursuant to Indiana Code § 8-1.5-3-8.3(c), Town of Andrews, {Municipality} by counsel, requests the Director of the Water and Wastewater Division of the Indiana Utility Regulatory Commission ("Commission") to approve the rate and charge difference between property within and property outside the corporate boundaries of Town of Andrews {Municipality}. In support of its request, Town of Andrews states:

1. The ordinance setting rates and charges for property within and property outside the municipality's corporate boundaries took effect on (date) _____
2. Attached as "Exhibit A" is a copy of the Ordinance.
3. The works that is the subject of the Ordinance is a (select one):
   a. water utility works_____
   b. wastewater utility works___✓___
   c. both water and wastewater utility works_____
4. The percentage difference between the rates and charges imposed on users of the works for service to property located outside the corporate boundaries of the municipality and to property located within the corporate boundaries is Variable.
5. If the percentage difference in #4 above varies based upon the amount of consumption, please provide a chart illustrating the various consumption levels in 1,000 gallon increments with the corresponding percent surcharge and attach to this Petition.
6. Mike Hamburg is counsel of record for Petitioners in this matter and is duly authorized to accept service of papers in this cause on behalf of Petitioners.

Respectfully submitted,

Attorney for Petitioners

Verification

I, William K. Johnson, affirm under penalties for perjury that the foregoing representations are true to the best of my knowledge, information, and belief.

Signed _____ {Representative of Municipality}

Date 9-28-12

Attorney Contact Information

Michael Harburg
Delaney Harburg Rorat Garrott
P.O. Box 269/533 Warren Street
Huntington, IN 46750
260-356-4100
260-359-1000-fax

2004-10

WASTEWATER SERVICE AGREEMENT

This Agreement is entered this 6 day of December, 2004, by and between Norwood Regional Water and Sewer District formed and operating pursuant to IC 13-26 ("District") and the Town of Andrews, Indiana, a municipal corporation ("Town"). The District and the Town shall each be considered a "Party" and shall collectively he referred to as the Parties.

WITNESSETH

WHEREAS, the purpose for which the District was formed is to provide for the improvement and operation of the water utility and sanitary sewer facilities formerly owned by Estates Utilities, Inc. so as to provide for water and/or sewer utility service to customers located within the District, which district boundaries are as on file with the Indiana Department of Environmental Management, and Yake Subdivision located within Huntington RWSD boundaries as on file with the Indiana Department of Environmental Management; and

WHEREAS, the District wishes to retire and remove from service the existing wastewater treatment facilities and substantially rehabilitate or replace the "Collection System" for wastewater.

WHEREAS, the District will need to provide for wastewater treatment service for the wastewater collected through the Collection System; and

WHEREAS, the Town owns and operates a wastewater treatment plant and wastewater collection system (the "Town's System") with capacity currently in excess of that required to process its own wastewater and the Town is willing to provide sewer service to the District for the wastewater collected by the Collection System and discharged into the Town's System, subject, however, to the terms set out in this agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter made and set forth, it is mutually agreed by and between the Parties as follows:

ARTICLE 1
COVENANTS OF THE TOWN

1.01. Service. Upon the completion and placement in service of the Force Main described in Paragraph 2.01 hereof and throughout the Term of this Agreement, the Town agrees to provide Wastewater Treatment Service to District on the same terms, conditions and limitations as is provided to the presently existing customers of Town's Wastewater Department, except as modified by the terms of this Agreement.

1.01.A. Service shall be provided by the Town to the District for lots that presently exist within the District boundaries as are on file with the Indiana Department of Environmental Management and Yake Subdivision located within Huntington RWSD boundaries as on file with the Indiana Department of Environmental Management.

1.02. Initial Charges. Upon completion of the Force Main, and as a condition of acceptance of Town of wastewater discharge from District, the District shall pay initial charges to the Town as follows:

(a) a connection charge of Eight Hundred Dollars ($800.00) will be paid by the District to Town.
(b) an initial charge of Fifteen Thousand Dollars ($15,000.00) will be paid by the District to Town.

1.03. Wastewater User Fees. The Town will charge and collect a treatment fee for Wastewater Treatment Service from the District as follows: $3.07 per 100 cubic feet. The charge may include additional incremental charges based upon volume, strength and character of Wastewater received by Town from District and applicable surcharges. Surcharges and incremental charges are set out in paragraph 1.08.

1.04. Modification of Wastewater User Fees. The parties herein agree that the District shall discharge wastewater wherein the mass of waste does not exceed on a monthly average basis 300 Pounds/Day TSS; 300 Pounds/Day BOD , 30 Pounds/Day NH -N. The District agrees that it will continue to pay to Town the Satellite Collection System rate, or the successor to that rate, as established by ordinance adopted by Town. The Town expressly reserves the right to modify its standards, policies and procedures including, but not limited

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Town of Andrews Indiana
Sewer Utility Rate Comparison - Insiade/Outside Customers

I Calculation of Monthly Bills - Thousands Gallons of Usage

			Difference	
Gallons	Inside	Outside	Amount	Percent
0	8.64	0	(8.64)	-100.00%
1000	12.16	4.10	(8.06)	-66.28%
2000	15.68	8.20	(7.48)	-47.70%
3000	19.20	12.30	(6.90)	-35.94%
4000	22.72	16.40	(6.32)	-27.82%
5000	26.24	20.50	(5.74)	-21.88%
6000	29.76	24.60	(5.16)	-17.34%
7000	33.28	28.70	(4.58)	-13.76%
8000	36.80	32.80	(4.00)	-10.87%
9000	40.32	36.90	(3.42)	-8.48%
10000	43.84	41.00	(2.84)	-6.48%
11000	47.36	45.10	(2.26)	-4.77%
12000	50.88	49.20	(1.68)	-3.30%
13000	54.40	53.30	(1.10)	-2.02%
14000	57.92	57.40	(0.52)	-0.90%
15000	61.44	61.50	0.06	0.10%
16000	64.96	65.60	0.64	0.99%
17000	68.48	69.70	1.22	1.78%
18000	72.00	73.80	1.80	2.50%
19000	75.52	77.90	2.38	3.15%
20000	79.04	82.00	2.96	3.74%
21000	82.56	86.10	3.54	4.29%
22000	86.08	90.20	4.12	4.79%
23000	89.60	94.30	4.70	5.25%
24000	93.12	98.40	5.28	5.67%
25000	96.64	102.50	5.86	6.06%
26000	100.16	106.60	6.44	6.43%
27000	103.68	110.70	7.02	6.77%
28000	107.20	114.80	7.60	7.09%
29000	110.72	118.90	8.18	7.39%
30000	114.24	123.00	8.76	7.67%
31000	117.76	127.10	9.34	7.93%
32000	121.28	131.20	9.92	8.18%

33000	124.80	135.30	10.50	8.41%
34000	128.32	139.40	11.08	8.63%
35000	131.84	143.50	11.66	8.84%
36000	135.36	147.60	12.24	9.04%
37000	138.88	151.70	12.82	9.23%
38000	142.40	155.80	13.40	9.41%
39000	145.92	159.90	13.98	9.58%
40000	149.44	164.00	14.56	9.74%
41000	152.96	168.10	15.14	9.90%
42000	156.48	172.20	15.72	10.05%
43000	160.00	176.30	16.30	10.19%
44000	163.52	180.40	16.88	10.32%
45000	167.04	184.50	17.46	10.45%
46000	170.56	188.60	18.04	10.58%
47000	174.08	192.70	18.62	10.70%
48000	177.60	196.80	19.20	10.81%
49000	181.12	200.90	19.78	10.92%
50000	184.64	205.00	20.36	11.03%
51000	188.16	209.10	20.94	11.13%
52000	191.68	213.20	21.52	11.23%
53000	195.20	217.30	22.10	11.32%
54000	198.72	221.40	22.68	11.41%
55000	202.24	225.50	23.26	11.50%
56000	205.76	229.60	23.84	11.59%
57000	209.28	233.70	24.42	11.67%
58000	212.80	237.80	25.00	11.75%
59000	216.32	241.90	25.58	11.83%
60000	219.84	246.00	26.16	11.90%
61000	223.36	250.10	26.74	11.97%
62000	226.88	254.20	27.32	12.04%
63000	230.40	258.30	27.90	12.11%
64000	233.92	262.40	28.48	12.18%
65000	237.44	266.50	29.06	12.24%
66000	240.96	270.60	29.64	12.30%
67000	244.48	274.70	30.22	12.36%
68000	248.00	278.80	30.80	12.42%
69000	251.52	282.90	31.38	12.48%
70000	255.04	287.00	31.96	12.53%
71000	258.56	291.10	32.54	12.59%
72000	262.08	295.20	33.12	12.64%
73000	265.60	299.30	33.70	12.69%

74000	269.12	303.40	34.28	12.74%
75000	272.64	307.50	34.86	12.79%
76000	276.16	311.60	35.44	12.83%
77000	279.68	315.70	36.02	12.88%
78000	283.20	319.80	36.60	12.92%
79000	286.72	323.90	37.18	12.97%
80000	290.24	328.00	37.76	13.01%
81000	293.76	332.10	38.34	13.05%
82000	297.28	336.20	38.92	13.09%
83000	300.80	340.30	39.50	13.13%
84000	304.32	344.40	40.08	13.17%
85000	307.84	348.50	40.66	13.21%
86000	311.36	352.60	41.24	13.25%
87000	314.88	356.70	41.82	13.28%
88000	318.40	360.80	42.40	13.32%
89000	321.92	364.90	42.98	13.35%
90000	325.44	369.00	43.56	13.38%
91000	328.96	373.10	44.14	13.42%
92000	332.48	377.20	44.72	13.45%
93000	336.00	381.30	45.30	13.48%
94000	339.52	385.40	45.88	13.51%
95000	343.04	389.50	46.46	13.54%
96000	346.56	393.60	47.04	13.57%
97000	350.08	397.70	47.62	13.60%
98000	353.60	401.80	48.20	13.63%
99000	357.12	405.90	48.78	13.66%
100000	360.64	410.00	49.36	13.69%
101000	364.16	414.10	49.94	13.71%
102000	367.68	418.20	50.52	13.74%
103000	371.20	422.30	51.10	13.77%
104000	374.72	426.40	51.68	13.79%
105000	378.24	430.50	52.26	13.82%
106000	381.76	434.60	52.84	13.84%
107000	385.28	438.70	53.42	13.87%
108000	388.80	442.80	54.00	13.89%
109000	392.32	446.90	54.58	13.91%
110000	395.84	451.00	55.16	13.93%
111000	399.36	455.10	55.74	13.96%
112000	402.88	459.20	56.32	13.98%
113000	406.40	463.30	56.90	14.00%
114000	409.92	467.40	57.48	14.02%

115000	413.44	471.50	58.06	14.04%
116000	416.96	475.60	58.64	14.06%
117000	420.48	479.70	59.22	14.08%
118000	424.00	483.80	59.80	14.10%
119000	427.52	487.90	60.38	14.12%
120000	431.04	492.00	60.96	14.14%
121000	434.56	496.10	61.54	14.16%
122000	438.08	500.20	62.12	14.18%
123000	441.60	504.30	62.70	14.20%
124000	445.12	508.40	63.28	14.22%
125000	448.64	512.50	63.86	14.23%
126000	452.16	516.60	64.44	14.25%
127000	455.68	520.70	65.02	14.27%
128000	459.20	524.80	65.60	14.29%
129000	462.72	528.90	66.18	14.30%
130000	466.24	533.00	66.76	14.32%
131000	469.76	537.10	67.34	14.33%
132000	473.28	541.20	67.92	14.35%
133000	476.80	545.30	68.50	14.37%
134000	480.32	549.40	69.08	14.38%
135000	483.84	553.50	69.66	14.40%
136000	487.36	557.60	70.24	14.41%
137000	490.88	561.70	70.82	14.43%
138000	494.40	565.80	71.40	14.44%
139000	497.92	569.90	71.98	14.46%
140000	501.44	574.00	72.56	14.47%
141000	504.96	578.10	73.14	14.48%
142000	508.48	582.20	73.72	14.50%
143000	512.00	586.30	74.30	14.51%
144000	515.52	590.40	74.88	14.53%
145000	519.04	594.50	75.46	14.54%
146000	522.56	598.60	76.04	14.55%
147000	526.08	602.70	76.62	14.56%
148000	529.60	606.80	77.20	14.58%
149000	533.12	610.90	77.78	14.59%
150000	536.64	615.00	78.36	14.60%
151000	540.16	619.10	78.94	14.61%
152000	543.68	623.20	79.52	14.63%
153000	547.20	627.30	80.10	14.64%
154000	550.72	631.40	80.68	14.65%
155000	554.24	635.50	81.26	14.66%

156000	557.76	639.60	81.84	14.67%
157000	561.28	643.70	82.42	14.68%
158000	564.80	647.80	83.00	14.70%
159000	568.32	651.90	83.58	14.71%
160000	571.84	656.00	84.16	14.72%
161000	575.36	660.10	84.74	14.73%
162000	578.88	664.20	85.32	14.74%
163000	582.40	668.30	85.90	14.75%
164000	585.92	672.40	86.48	14.76%
165000	589.44	676.50	87.06	14.77%
166000	592.96	680.60	87.64	14.78%
167000	596.48	684.70	88.22	14.79%
168000	600.00	688.80	88.80	14.80%
169000	603.52	692.90	89.38	14.81%
170000	607.04	697.00	89.96	14.82%
171000	610.56	701.10	90.54	14.83%
172000	614.08	705.20	91.12	14.84%
173000	617.60	709.30	91.70	14.85%
174000	621.12	713.40	92.28	14.86%
175000	624.64	717.50	92.86	14.87%
176000	628.16	721.60	93.44	14.88%
177000	631.68	725.70	94.02	14.88%
178000	635.20	729.80	94.60	14.89%
179000	638.72	733.90	95.18	14.90%
180000	642.24	738.00	95.76	14.91%
181000	645.76	742.10	96.34	14.92%
182000	649.28	746.20	96.92	14.93%
183000	652.80	750.30	97.50	14.94%
184000	656.32	754.40	98.08	14.94%
185000	659.84	758.50	98.66	14.95%
186000	663.36	762.60	99.24	14.96%
187000	666.88	766.70	99.82	14.97%
188000	670.40	770.80	100.40	14.98%
189000	673.92	774.90	100.98	14.98%
190000	677.44	779.00	101.56	14.99%
191000	**680.96**	**783.10**	**102.14**	**15.00%**
192000	684.48	787.20	102.72	15.01%
193000	688.00	791.30	103.30	15.01%
194000	691.52	795.40	103.88	15.02%
195000	695.04	799.50	104.46	15.03%

II Calculation of Monthly Bills - Millions Gallons of Usage

Gallons	Gallons (1000's)	Inside	Outside	Difference Amount	Difference Percent
1,000,000	1,000	3,528.64	4,100.00	571.36	16.19%
2,000,000	2,000	7,048.64	8,200.00	1,151.36	16.33%
3,000,000	3,000	10,568.64	12,300.00	1,731.36	16.38%
4,000,000	4,000	14,088.64	16,400.00	2,311.36	16.41%
5,000,000	5,000	17,608.64	20,500.00	2,891.36	16.42%

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INDIANA UTILITY
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ORDINANCE 1997- 13
AN ORDINANCE AMENDING WASTEWATER RATES
FOR THE TOWN OF ANDREWS, INDIANA

WHEREAS, the Town Council of the Town of Andrews, Indiana ("Council"), has heretofore established a municipal wastewater works and a schedule of rates and charges to be collected from the owners and/or users of property serviced by that wastewater works, and

WHEREAS, after public notice and due deliberation the Council finds that the existing rates and charges for use of and service rendered by that wastewater works to be too low and are inadequate to provide and maintain the wastewater works in the sound physical and financial condition necessary to render adequate and efficient service. Existing rates and charges are inadequate to provide funds for betterments and improvements and are insufficient to compensate the Town for property taxes that would be paid by the wastewater works if it were privately owned, and

WHEREAS, the laws of Indiana require that adequate fees and charges be collected for the use of and services rendered by the wastewater works, and that those fees be fixed by Ordinance finally adopted after due notice of public hearing, and

WHEREAS, this Council, working with the Town's professional advisers, has gathered, considered, and made public, certain data with regard to financial aspects of these matters,

NOW, THEREFORE, BE IT ORDAINED by this Council after a duly noticed and held public hearing on these matters that the following rates shall apply to owners and/or users of property serviced by the wastewater works:

Wastewater Billing

Each wastewater customer shall be charged $4.18 per thousand gallons of metered water usage each month plus a monthly base rate in accordance with the following:

Water Meter Size	Monthly Base Rate
5/8" - 3/4"	$ 8.64
1"	18.54
1¼"	28.44
1½"	40.26
2"	67.98
3"	153.62
4"	272.20
6"	608.25

BE IT FURTHER ORDAINED that all previous ordinances establishing wastewater rates and charges in conflict with the foregoing are hereby repealed to the extent of that conflict as of the implementation of this Ordinance.

BE IT FURTHER ORDAINED that this Ordinance shall be effective as and for the first full billing cycle after its adoption.

Passed and adopted by the Town Council of the Town of Andrews, Indiana this 29 day of September, 1997.

TOWN COUNCIL OF THE TOWN OF ANDREWS, INDIANA

By Guy Rowell as Council President
(Guy Rowell)

By Robert E. Gray as Council Member
(Robert E. Gray)

By Don Schoeff as Council Member
(Don Schoeff)

ATTEST:

Kathy Guillerat as Clerk-Treasurer
(Kathy Guillerat)

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Rev. 2/10/11
Discussion Draft

ORDINANCE NO. 2011- 5

AN ORDINANCE REVISING, RESTATING, AND RELOCATING
WASTEWATER AND STORMWATER DEPARTMENT
PROVISIONS OF THE TOWN CODE AND TOWN ORDINANCES
INTO CHAPTERS 53 AND 55 OF THE CODE OF ORDINANCES

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF ANDREWS, INDIANA, in meeting duly assembled, that the Council determines and declares that the wastewater and stormwater department provisions of the Town's Code of Ordinances, consisting of §172.01 through and including §172.08, and related Town Ordinances are hereby revised, restated, reenacted, codified, reordained and relocated in that Code, all pursuant to law, including but not limited to I.C. §36-1-5, as follows:

"CHAPTER 53 – WASTEWATER DEPARTMENT (revised/restated/reenacted original ordinances and amendments thereof) (Ord. 2011-5, adopted 3/14/2011)

§53.01 REQUIREMENTS

(A) It shall be unlawful to discharge any natural outlet within the Town, or in any area under the jurisdiction of the Town, any sanitary sewage, industrial waste, or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this Chapter.

(B) Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool or other facilities intended or used for the disposal of sewage.

(C) The owner of all houses, buildings, or properties used for human occupancy, employment, recreation or other purposes situated within the Town, and abutting any street, alley or right-of-way in which there is now located or may in the future be located a public sewer or combined sewer of the Town, is required at owner's expense to install suitable toilet facilities therein, and to connect such facilities directly with the proper public sewer in accordance with the provisions of this Chapter, within 90 days after the date of official notice to do so, provided that the public sewer is within 100 feet of the property line. Any sewer lines more than 100 feet will be at the property owner's expense. (Ord. 255, passed 6/2/61; Ord. 428, passed 12/1/82)

§53.02 PRIVATE SEWAGE FACILITIES

(A) Where a public sanitary or combined sewer is not available under the provisions of the proceeding provision, the building sewer shall be connected to a private sewage disposal system complying with all recommendations of the Indiana Board of Health.

(B) At such time as a public sewer becomes available to a property served by a private sewage disposal system as provided in the preceding provision, a direct connection shall be made to the public sewer in compliance with this Chapter, and any septic tanks, cesspools and similar private sewage disposal facilities shall be abandoned.

(C) The owner shall operate and maintain the private sewage facilities in a sanitary manner at all times, at no expense to the Town.

(D) No statement contained in this Chapter shall be construed to interfere with any additional requirements that may be imposed by applicable authority. (Ord. 255, passed 6/2/61)

§53.03 PERMITS, SPECIFICATIONS.

(A) No unauthorized person shall uncover, make any connections with or opening into, use, alter, or disturb any public sewer or appurtenance thereof without first obtaining a written permit from the Clerk-Treasurer.

(B) There shall be two classes of building sewer permits: for residential and commercial service; and for service to establishments producing industrial waste. In either case, the owner or owner's agent shall make application on a form furnished by the Town. The permit applications shall be supplemented by any plans, specifications, or other information considered pertinent in the judgment of the Superintendent. A permit and inspection fee of $55 for a residential or commercial building sewer permit and $70 for an industrial building sewer permit shall be paid to the Clerk-Treasurer at the time the application is filed.

(C) All costs and expense incident to the installation and connection of the building sewer shall be borne by the owner. The owner or the person installing the building sewer for the owner shall indemnify the Town from any loss or damage that may directly or indirectly be occasioned by the installation.

(D) A separate and independent building sewer shall be provided for every building; except where one building stands at the rear of another on an interior lot and no adequate private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard, or driveway, the building sewer from the front building may be extended to the rear building and the whole considered as one building sewer.

(E) Old building sewers may be used in connection with new buildings only when they are found on examination and test by the Superintendent to meet all requirements of this Chapter.

(F) The building sewer shall be PVC pipe, ASTM specification or equal; PVC sewer pipe, ASTM specification or equal, or other suitable material

approved by the Superintendent. Joints shall be tight and waterproof. Any part of the building sewer that is located within ten feet of a water service pipe shall be constructed of PVC 35 pipe with slip seal joints. Ductile iron pipes with slip seal joints may be required by the Superintendent where the building sewer is exposed to damage by tree roots. If installed in filled or unstable ground, the building sewer shall be of ductile iron pipe, except that non-metallic material may be accepted if laid on a suitable concrete bed or cradle as approved by the Superintendent.

(G) The size and slope of the building sewers shall be subject to the approval of the Superintendent, but in no event shall the diameter be less than six inches. The slope of such sewer shall not be less than 1/8 inch per foot.

(H) Wherever reasonably possible the building sewer shall be brought to the building at an elevation below the basement floor. No building sewer shall be laid parallel to or within three feet of any bearing wall, which might thereby be weakened. The depth shall be sufficient to afford protection from frost. The building sewer shall be laid at a uniform grade and in straight alignment in so far as possible. Changes in direction shall be made only with properly curved pipes and fittings.

(I) In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such drains shall be lifted by Superintendent approved artificial means and discharged to the building sewer. No water-operated sewage ejector shall be used.

(J) All excavations required for the installation of a building sewer shall be open trench work unless otherwise approved by the Superintendent. Pipe laying and backfill shall be performed in accordance with ASTM specifications except that no backfill shall be placed until the work has been inspected by the Superintendent or the Superintendent's representative.

(K) All joints and connections shall be made gasket tight and watertight. All piping shall be of schedule 35 PVC or higher grade. Any piping within 300 feet of any wells shall be ductile iron or PVC schedule 80 or higher grade. Any new installation to any type of building shall have at least one clean out between the building and street property line. The sewer of any building or mobile home being torn down, or remodeled for any amount of time shall be plugged and/or made water tight as directed by the Superintendent.

(L) The connection of the building sewer into the public sewer shall be teeing or with rubber scolded sewer tap. Any fitting to make a turn in the sewer line shall be 45 degree or 22 degree. At no time will a 90 degree elbow be allowed.

(M) The applicant for the building sewer permit shall notify the Superintendent when the building sewer is ready for inspection and connection

to the public sewer. The connection shall be made under the supervision of the Superintendent or the Superintendent's representative.

(N) All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the Superintendent. (Ord. 255, passed 6-2-61)

§53.04 INSPECTION. The Superintendent and other duly authorized employees of the Town bearing proper credentials and identification shall be permitted to enter upon all properties for the purpose of inspection, observation, measurement, sampling, and testing, in accordance with the provisions of this Chapter. (Ord. 255, passed 6-21-61)

(§53.05 THROUGH §53.10 RESERVED)

§53.11 GENERAL PROVISIONS REGARDING INTAKE/DISCHARGE STANDARDS (Ord 1992-2, passed 5/11/92)

53.11.1 <u>Purpose and Policy</u>. This Chapter sets forth uniform requirements for users of the wastewater collection and Publicly Owned Treatment Works hereafter referred to as "POTW" for the Town of Andrews hereafter the "Town" and enables the Town to comply with provisions of applicable state and federal laws. The objectives of this Chapter include:

(A) To prevent the introduction of pollutants into the POTW that will interfere with the operation of the POTW;

(B) To prevent the introduction of pollutants into the POTW which will pass through the POTW, inadequately treated, into receiving waters or otherwise be incompatible with the POTW;

(C) To enhance the likelihood that the quality of the wastewater treatment plan is maintained at a level which allows its use and disposal in compliance with applicable statutes and regulations;

(D) To protect POTW personnel who may be affected by wastewater and sludge in the course of their employment and to protect the general public;

(E) To improve the opportunity to recycle and reclaim wastewater and sludge from the POTW;

(F) To provide for fees for the equitable distribution of the cost of operation, maintenance and improvement of the POTW; and

(G) To enable the Town to comply with its NPDES permit conditions, sludge use and disposal requirements and any other federal or state requirements to which the POTW is subject.

53.11.2 Administration. Except as otherwise provided herein, the Town's wastewater plant Superintendent shall administer, implement and enforce the provisions of this Chapter. Any powers granted to or duties imposed upon the Superintendent may be delegated by the Superintendent to other Town personnel.

§53.11.3 DEFINITIONS. Unless a provision explicitly states otherwise, the following terms and phrases, as used in this Chapter, shall have the meanings hereinafter designated.

(A) *Act or "the Act".* The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251 et seq.

(B) *Approval Authority.* A NPDES State with an approved State Pretreatment Program; otherwise, the appropriate Regional Administrator of the U.S. EPA, or his designee.

(C) *Categorical Pretreatment Standard or Categorical Standard.* Any regulation containing pollutant discharge limits promulgated by the U.S. EPA in accordance with Sections 307(b) and (c) of the Act (33 U.S.C. 1317) which applies to a specific category of industrial users and which appear in 40 CFR Chapter I, Subchapter N. Parts 405-471.

(D) *Town.* The Town of Andrews or the Town Council of Andrews.

(E) *Color.* The optical density at the visual wave length of maximum absorption, relative to distilled water. One hundred percent (100%) transmittance is equivalent to zero (0.0) optical density.

(F) *Composite Sample.* The sample resulting from the combination of individual wastewater samples taken at selected intervals based on an increment of either flow or time.

(G) *Environmental Protection Agency* or *EPA.* The U.S. Environmental Protection Agency or, where appropriate, the term may also be used as a designation for the Regional Water Management Division Director or other duly authorized official of said agency.

(H) *Existing Source.* Any source of discharge, the construction or operation of which commenced prior to the publication of proposed categorical pretreatment standards which will be applicable to such source if the standard is thereafter promulgated in accordance with Section 307 of the Act.

(I) *Grab Sample.* A sample which is then taken from a waste stream on a one-time basis without regard to the flow in the waste stream and without consideration of time.

(J) *Indirect Discharge or Discharge.* The introduction of (nondomestic) pollutants into the POTW from any nondomestic source regulated under Section 307(b), (c) or (d) of the Act.

(K) *Industrial User* or *User*. A source of indirect discharge.

(L) *Instantaneous Maximum Allowable Discharge Limit.* The maximum concentration (or loading) of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composited sample collected, independent of the industrial flow rate and the duration of the sampling event.

(M) *Interference.* A discharge which alone or in conjunction with a discharge or discharges from other sources: (1) inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal; and (2) therefore is a cause of a violation of the Town's NPDES permit or of the prevention of sewage sludge use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued thereunder (or more stringent state or local regulations): Section 405 of the Clean Water Act; the Solid Waste Disposal Act (SWDA), including Title II commonly referred to as the Resource Conservation and Recovery Act (RCRA); any state regulations contained in any state sludge management plan prepared pursuant to Subtitle D of the SWDA; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research and Sanctuaries Act.

(N) *Medical Waste.* Isolation wastes, infectious agents, human blood byproducts, pathological wastes, sharps, body parts, fomites, etiologic agents, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes and dialysis wastes.

(O) *New Source.*

(1) Any building, structure, facility or installation from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under Section 307(c) of the Act which will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:

(a) The building, structure, facility or installation is constructed at a site at which no other source is located; or

(b) The building, structure, facility or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or

(c) The production or wastewater generating processes of the building, structure, facility or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.

(2) Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility or installation meeting the criteria of (1), (b) or (c) above but otherwise alters, replaces or adds to existing process or production equipment.

(3) Construction of a new source as defined under this paragraph has commenced if the owner or operator has:

(a) Begun, or caused to begin as part of a continuous onsite construction program:

(i) Any placement, assembly, or installation of facilities or equipment, or

(ii) Significant site preparation work including clearing, excavation,, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or

(b) Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.

(P) *Noncontact Cooling Water.* Water used for cooling which does not come into direct contact with any raw material intermediate product, waste product, or finished product.

(Q) *Pass Through.* A discharge which exits the POTW into waters of the U.S. in quantities or concentrations which, alone or in conjunction with a discharge or discharge from other sources, is a cause of a violation of any requirement of the Town's NPDES permit (including an increase in the magnitude or duration of a violation).

(R) *Person.* Any individual, partnership, copartnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity or any other legal entity, or their legal representatives, agents or assigns. This definition includes all federal, state or local governmental entities.

(S) *pH.* A measure of the acidity or alkalinity of a substance, expressed in standard units.

(T) *Pollutant.* Any dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, industrial wastes, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt, agricultural and industrial wastes, and the

characteristics of the wastewater (i.e. pH, temperature, TSS, turbidity, color, BOD, Chemical Oxygen Demand (COD), toxicity, odor).

(U) *Pretreatment.* The reduction of the amount of pollutants, the elimination of the pollutants, or the alteration of the nature of pollutant properties in wastewater prior to or in lieu of introducing such pollutants into the POTW. This reduction or alteration can be obtained by physical, chemical, or biological processes, by process changes, or by other means, except by diluting the concentration of the pollutants unless allowed by an applicable pretreatment standard.

(V) *Pretreatment Requirements.* Any substantive or procedural requirement related to pretreatment imposed on an industrial user, other than a pretreatment standard.

(W) *Pretreatment Standards* or *Standards.* Pretreatment standards shall mean prohibitive discharge standards, categorical pretreatment standards, and local limits.

(X) *Prohibited Discharge Standards* or *Prohibited Discharges.* Absolute prohibitions against the discharge of certain substances; these prohibitions appear in §53.12.1 of this Chapter.

(Y) *Publicly Owned Treatment Works* or *POTW.* A "treatment works" as defined by §212 of the Act (33 U.S.C. 1292), which is owned by the State or municipality. This definition includes any devices or systems used in the collection, storage, treatment, recycling and reclamation of sewage or industrial wastes and any conveyances which convey wastewater to a treatment plant. The term also means the municipal entity having jurisdiction over the industrial users and responsibility for the operation and maintenance of the treatment works.

(Z) *Septic Tank Waste.* Any sewage from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks.

(AA) *Sewage.* Human excrement and gray water (household showers, dishwashing operations, etc.).

(BB) *Significant Industrial User.* Shall apply to: (a) industrial users subject to categorical pretreatment standards; and (b) any other industrial user that: (i) discharges an average of 25,000 gpd or more of process wastewater; (ii) contributes a process wastestream which makes up 5% or more of the average dry weather hydraulic or organic capacity of the treatment plant; or (iii) is designed as significant by the Town on the basis that the industrial user has a reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement.

(CC) *Sludge Load.* Any discharge at a flow rate or concentration which could cause a violation of the prohibited discharge standards in §53.12.1 of this Chapter or any discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch discharge.

(DD) *Standard Industrial Classification (SIC) Code.* A classification pursuant to the Standard Industrial Classification Manual issued by the U.S. Office of Management and Budget.

(EE) *Storm Water.* Any flow occurring during or following any form or natural precipitation, and resulting therefrom, including snowmelt.

(FF) *Superintendent.* The person designated by the Town to supervise the operation of the POTW, and who is charged with certain duties and responsibilities by this Chapter, or that Superintendent's duly authorized representative.

(GG) *Suspended Solids.* The total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and which is removable by laboratory filtering.

(HH) *Toxic Pollutant.* One of 126 pollutants, or combination of those pollutants, listed as toxic in regulations promulgated by the EPA under the provision of §307 (33 U.S.C. 1317) of the Act.

(II) *Treatment Plant Effluent.* Any discharge of pollutants from the POTW into waters of the State.

(JJ) *Wastewater.* Liquid and water-carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the POTW.

(KK) *Wastewater Treatment Plant* or *Treatment Plant.* That portion of the POTW designed to provide treatment of sewage and industrial waste.

In this Chapter, "shall" is mandatory; "may" is permissive or discretionary. The use of the singular shall be construed to include the plural and the plural shall include the singular as indicated by the context of its use.

§53.11.4 Abbreviations. The following abbreviations shall have the designated meanings:

BOD	Biochemical Oxygen Demand
CFR	Code of Federal Regulations
COD	Chemical Oxygen Demand
EPA	U. S. Environmental Protection Agency
gpd	gallons per day
1	liter
mg	milligrams
mg/1	milligrams per liter
NPDES	National Pollutant Discharge Elimination System
O&M	Operation and Maintenance
POTW	Publicly Owned Treatment Works
RCRA	Resource Conservation and Recovery Act
SIC	Standard Industrial Classifications

SWDA	Solid Waste Disposal Act (42. U.S.C. 6901, et seq.)
TSS	Total Suspended Solids
USC	United States Code

§53.12 SEWER USE REQUIREMENTS

§53.12.1 Prohibited Discharge Standards. No user shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes pass through or interference. These general prohibitions apply to all users of the POTW whether or not they are subject to categorical pretreatment standards or any other national, state or local pretreatment standards or requirement. Furthermore, no user may contribute the following substances to the POTW:

(A) Pollutants which create a fire or explosive hazard in the municipal wastewater collection and POTW, including but not limited to wastestreams with a closed-cup flashpoint of less than 140°F (60°C) using the test methods specified in 40 CFR 261.21.

(B) Any wastewater containing pollutants (BOD, etc.) released in a discharge at a flow rate or/or pollutant concentration which, either singly or by interaction with other pollutants, will cause interference with either the POTW; or any wastewater treatment or sludge process, or which will constitute a hazard to humans or animals.

(C) Any wastewater having a temperature greater than 140°F (60°C), or which will inhibit biological activity in the treatment plant resulting in interference, but in no case wastewater which causes the temperature at the introduction into the treatment plant to exceed 104°F (40°C).

(D) Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil or origin, in amounts that will cause interference or pass through.

(E) Any pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems.

(F) Any trucked or hauled pollutants, except at discharge points expressly designated in writing by the Town.

(G) Any noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance, a hazard to life, or to prevent entry into the sewers for maintenance and repair.

(H) Any wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent thereby violating the Town's NPDES permit. Color (in combination

with turbidity) shall not cause the treatment plant effluent to reduce the depth of the compensation point for photosynthetic activity by more than 10 percent from the seasonably established norm for aquatic life.

(I) Any wastewater containing any radioactive wastes or isotopes except as specifically approved by the Superintendent in compliance with applicable State or Federal regulations.

(J) Storm water, surface water, ground water, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, noncontact cooling water, and unpolluted industrial wastewater, unless specifically authorized by the Superintendent.

(K) Any sludges, screenings, or other residues from the pretreatment of industrial wastes.

(L) Any medical wastes, except as specifically authorized by the Superintendent in a wastewater discharge permit.

(M) Any wastewater causing the treatment plant's effluent to fail a toxicity test.

(N) Any wastes containing detergents, surface active agents, or other substances which may cause excessive foaming in the POTW.

Wastes prohibited by this Section shall not be processed or stored in such a manner that they could be discharged to the POTW. All floor drains located in process or materials storage areas must discharge to the user's pretreatment facility before connecting with the POTW.

New connections from storm water inflow sources into the sanitary sewer portions of the Town's sewerage system are hereby prohibited. The Superintendent shall institute procedures to ensure that new sewers and connections to the sanitary sewers are properly designed and connected in that regard.

The Town reserves the right to establish, by ordinance or in wastewater discharge permits, more stringent standards or requirements on discharges to the POTW if deemed necessary to comply with the objectives of this Chapter or the general and specific prohibitions in this Chapter.

§53.12.2 Special Agreements. The Town reserves the right to enter into special agreements with users setting out special terms under which they may discharge to the POTW. In no case will a special agreement waive compliance with a pretreatment standard or requirement. However, the user may request a net gross adjustment to a categorical standard in accordance with 40 CFR 403.15. Such a user may also request a variance from the categorical pretreatment standard from EPA. Such a request will be approved only if the user can prove that factors relating to its discharge are fundamentally different from the factors considered by EPA when establishing that

pretreatment standard. A user requesting a fundamentally different factor variance must comply with the procedural and substantive provisions in 40 CFR 403.13.

§53.12.3 Dilution. No user shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limitation unless expressly authorized by an applicable pretreatment standard or requirement. The Superintendent may impose mass limitations on users which are using dilution to meet applicable pretreatment standards or requirements, or in other cases when the imposition of mass limitations is appropriate.

§53.12.4 Reduction of storm water inflow/infiltration. The Town Council shall have authority to require an owner of real property to disconnect and/or block off from the Town's sanitary system and/or combined sewerage, any and all downspouts, drains (including yard drains) and/or sewers, the flowage from which consists in whole or material part of storm water.

The Superintendent or other duly authorized representatives of the Town, bearing proper credentials and identification shall be permitted to enter all properties at reasonable times for the purposes of inspection, observation, sampling and/or testing with regard to the implementation of, and compliance with, the provisions of this Chapter.

§53.13 PRETREATMENT OF WASTEWATER

§53.13.1 Pretreatment Facilities. Users shall provide necessary wastewater treatment as required to comply with applicable authority and shall achieve compliance with all categorical pretreatment standards, local limits and the prohibitions set out in Section §53.12.1 above within the time limitations specified by the EPA, the State, or the Superintendent – whichever is more stringent. Any facilities required to pretreat wastewater to a level acceptable to the Town shall be provided, operated, and maintained at the user's expense. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the Town for review, and shall be acceptable to the Town before operating procedures will in no way relieve the user from the responsibility of modifying the facility as necessary to produce an acceptable discharge to the Town under the provisions of this Chapter.

§53.13.2 Additional Pretreatment Measures

(A) Whenever deemed necessary, the Superintendent may require users to restrict their discharge peak flow periods, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate sewage wastestreams from industrial wastestreams, and such other conditions as may be necessary to protect the POTW and determine the user's compliance with the requirements of this Chapter.

(B) Grease, oil and sand interceptors shall be provided when, in the opinion of the Superintendent, they are necessary for the proper handling of

wastewater containing excessive amounts of grease and oil, or sand; except that interceptors shall not be required for residential users. All interception units shall be of type and capacity approved by the Superintendent and shall be so located to be easily accessible for cleaning and inspection. Such interceptors shall be inspected, cleaned and repaired regularly, as needed, by the owner at owner's expense.

(C) Users with the potential to discharge flammable substances may be required to install and maintain an approved combustible gas detection meter.

§53.14 MISCELLANEOUS PROVISIONS REGARDING INTAKE/DISCHARGE STANDARDS

§53.14.1 Tenant Responsibility. Where an owner of property leases premises to any other person as a tenant under any rental or lease agreement, if either the owner or the tenant is a wastewater plant user, either or both may be held responsible for compliance with the provisions of this Chapter.

§53.14.2 Hauled Wastewater

(A) Septic tank waste may be accepted into the POTW at a designated receiving structure within the treatment plant area, under such terms as are established by the Superintendent, provided such wastes do not violate this Chapter or any other requirements established or adopted by the Town. Wastewater discharge permits for individual vehicles to use such facilities shall be issued by the Superintendent.

(B) The discharge of hauled industrial wastes as "industrial septage" requires prior approval and a wastewater discharge permit from the Town. The Superintendent shall have authority to prohibit the disposal of such wastes, if such disposal would interfere with the treatment plant operation. Waste haulers are subject to all other sections of this Chapter.

(C) Fees for dumping septage will be established as part of the Wastewater Department user fee system.

§53.14.3 Vandalism. No person shall maliciously, willfully or negligently break, damage, destroy, uncover, deface, tamper with or prevent access to any structure, appurtenance or equipment, or other part of the POTW. Any person found in violation of this requirement shall be subject to the sanctions set out in §53.14.4 below.

§53.14.4 Violations and Penalties.

(A) Any person found to be violating or failing to comply with any of the provisions of this Chapter shall be served by the Town Marshal with a written notice stating the nature of the violation and providing a ten (10) day time limit for its satisfactory correction. The offender shall, within the period of time stated in the notice, permanently cease all violations.

(B) Any person who shall continue any violation beyond the stated time limit shall be guilty of an infraction and upon a court determination thereof, shall be subject to a fine in an amount of $25.00. Each day in which any such violation shall continue shall be deemed to constitute a separate offense. Further, any person violating any of the provisions of this Chapter shall be liable to the Town for any and all expense, loss or damage to the Town by reason of such violation.

(C) In cases of a repeated violation or violations, the Town Council may revoke permission to discharge into the sewer system, and affect the discontinuance of water or sewer service, or both, as reasonably determined by the Town to be appropriate in the circumstances.

§53.14.5 Public Nuisances. Any violation of this Chapter, wastewater discharge permits, or orders issued hereunder, is hereby declared a public nuisance and shall be corrected or abated as directed by the Superintendent or the Superintendent's designee.

§53.14.6 Pretreatment Charges and Fees. The Town may adopt reasonable charges and fees for reimbursement of costs of setting up and operating the Town's Pretreatment Program which may include:

(A) Fees for wastewater discharge permit applications including the cost of processing such applications.

(B) Fees for monitoring, inspection, and surveillances procedures including the cost of collection and analyzing an industrial user's discharge, and reviewing monitoring reports submitted by industrial users.

(C) Fees for reviewing and responding to accidental discharge procedures and construction.

(D) Fees for filing appeals.

(E) Other fees as the Town may deem necessary to carry out the requirements contained herein. These fees relate solely to the matters covered by this Chapter and are separate from all other fees, fines and penalties chargeable by the Town.

§53.20 WASTEWATER RATES AND CHARGES

Each wastewater customer shall be charged $3.52 per thousand gallons of metered water usage each monthly billing period, plus a monthly base rate in accordance with the following:

Size of Meter in Inches	Minimum Monthly Rate
5/8 to ¾	$ 8.64
1	$ 18.54
1¼	$ 28.44
1½	$ 40.26
2	$ 67.98
3	$ 153.62
4	$ 272.20
6	$ 608.25

(Ord. 1997-13, passed 9/29/97; Ord. 1999-5)

§53.22 WASTEWATER SURCHARGES (Reserved)

§53.30 WASTEWATER DEPRECIATION FUND

The Clerk-Treasurer shall transfer $5,000 from wastewater operating to establish the Fund. Thereafter ten percent (10%) of the collected monthly wastewater charges shall be deposited into this Fund each month, all pending further action by the Town Council. (Res. 531, passed 12/27/88)

§53.70 WASTEWATER CONTRACTS

(A) The Town may enter into wastewater collection and/or processing contracts, including but not limited to agreements with non-industrial dischargers for multiple equivalent dwelling units. (Ord. 1999-5, amended 12/6/04)

(B) The Town is party with Norwood Regional Water and Sewer District to a Wastewater Service Agreement dated December 6, 2004. (Ord. 2004-10, passed 12/6/04; Res 2007-04, passed 11/5/07.)

§53.99 PENALTY

(A) Any person violating any of the provisions of this Chapter shall become liable to the Town for any expense, loss, or damage incurred by the Town by reason of that violation.

(B) Any person who shall violate any of the provisions of this Chapter, or continue any violation beyond any time limit provided for remediation, shall be fined in an amount not exceeding $50 for each violation. Each day in which any such violation occurs or continues shall be deemed a separate offense. (Ord. 255, passed 6/21/61; formerly §172.08 of the Town Code)

CHAPTER 55 – STORMWATER DEPARTMENT" (Reserved) (Ord. 2011-5, adopted __/__/2011)

BE IT FURTHER ORDAINED that two copies of the Andrews Code of Ordinances as so amended shall be kept in the offices of the Town's Clerk-Treasurer for public inspection.

BE IT FINALLY ORDAINED that this ordinance shall be in full force and effect following its adoption and in accordance with applicable law.

Adopted this 14TH day of MARCH, 2011.

TOWN COUNCIL OF THE TOWN OF ANDREWS, INDIANA

Karl Shockome as
(Karl Shockome) President

Raymond Tackett as
(Raymond Tackett) Member

Mike Rohler as
(Mike Rohler) Member

ATTEST:

William K Johnson as Clerk-
(William Johnson) Treasurer

Received
November 13, 2012
INDIANA UTILITY
REGULATORY COMMISSION

Ordinance 2004- 10
An Ordinance to Accept Wastewater Service Agreement
Town of Andrews, Indiana

WHEREAS, the Town Board has negotiated with the Norwood Regional Water and Sewer District with respect to providing wastewater service to said district; and,

WHEREAS, the Town Board has found that said Wastewater Service Agreement, as negotiated, is a benefit to the Town of Andrews; and,

WHEREAS, said Town Board wishes to accept and enter into said Wastewater Service Agreement;

NOW, THEREFORE, the Town Board adopts the following:

That the Wastewater Service Agreement entered into and dated the 6 day of December, 2004, shall be accepted and signed as an agreement entitled Wastewater Service Agreement with the Norwood Regional Water and Sewer District.

Date: 12-6-04

TOWN OF ANDREWS
TOWN BOARD

Bob Gray

Bob Gray, President

David Jones

Steve Holley

Steve Holley

Received
November 13, 2012
INDIANA UTILITY
REGULATORY COMMISSION

§ 52.006 WASTEWATER CONTRACTS.

(A) The town may enter into wastewater collection and/or processing contracts, including but not limited to, agreements with nonindustrial dischargers for multiple equivalent dwelling units.

(B) The town is party with Norwood Regional Water and Sewer District to a Wastewater Service Agreement dated December 6, 2004.

(Ord. 1999-5, passed - -; Ord. 2004-10, passed 12-6-2004; Res. 2007-04, passed 11-5-2007; Ord. 2011-5, passed 3-14-2011)

Received
November 13, 2012
INDIANA UTILITY
REGULATORY COMMISSION

WASTEWATER SERVICE AGREEMENT

This Agreement is entered this 6 day of December, 2004, by and between Norwood Regional Water and Sewer District formed and operating pursuant to IC 13-26 ("District") and the Town of Andrews, Indiana, a municipal corporation ("Town"). The District and the Town shall each be considered a "Party" and shall collectively he referred to as the Parties.

WITNESSETH

WHEREAS, the purpose for which the District was formed is to provide for the improvement and operation of the water utility and sanitary sewer facilities formerly owned by Estates Utilities, Inc. so as to provide for water and/or sewer utility service to customers located within the District, which district boundaries are as on file with the Indiana Department of Environmental Management, and Yake Subdivision located within Huntington RWSD boundaries as on file with the Indiana Department of Environmental Management; and

WHEREAS, the District wishes to retire and remove from service the existing wastewater treatment facilities and substantially rehabilitate or replace the "Collection System" for wastewater.

WHEREAS, the District will need to provide for wastewater treatment service for the wastewater collected through the Collection System; and

WHEREAS, the Town owns and operates a wastewater treatment plant and wastewater collection system (the "Town's System") with capacity currently in excess of that required to process its own wastewater and the Town is willing to provide sewer service to the District for the wastewater collected by the Collection System and discharged into the Town's System, subject, however, to the terms set out in this agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter made and set forth, it is mutually agreed by and between the Parties as follows:

ARTICLE 1
COVENANTS OF THE TOWN

1.01. Service. Upon the completion and placement in service of the Force Main described in Paragraph 2.01 hereof and throughout the Term of this Agreement, the Town agrees to provide Wastewater Treatment Service to District on the same terms, conditions and limitations as is provided to the presently existing customers of Town's Wastewater Department, except as modified by the terms of this Agreement.

1.01.A. Service shall be provided by the Town to the District for lots that presently exist within the District boundaries as are on file with the Indiana Department of Environmental Management and Yake Subdivision located within Huntington RWSD boundaries as on file with the Indiana Department of Environmental Management.

1.02. Initial Charges. Upon completion of the Force Main, and as a condition of acceptance of Town of wastewater discharge from District, the District shall pay initial charges to the Town as follows:

(a) a connection charge of Eight Hundred Dollars ($800.00) will be paid by the District to Town.
(b) an initial charge of Fifteen Thousand Dollars ($15,000.00) will be paid by the District to Town.

1.03. Wastewater User Fees. The Town will charge and collect a treatment fee for Wastewater Treatment Service from the District as follows: $3.07 per 100 cubic feet. The charge may include additional incremental charges based upon volume, strength and character of Wastewater received by Town from District and applicable surcharges. Surcharges and incremental charges are set out in paragraph 1.08.

1.04. Modification of Wastewater User Fees. The parties herein agree that the District shall discharge wastewater wherein the mass of waste does not exceed on a monthly average basis 300 Pounds/Day TSS; 300 Pounds/Day BOD , 30 Pounds/Day NH -N. The District agrees that it will continue to pay to Town the Satellite Collection System rate, or the successor to that rate, as established by ordinance adopted by Town. The Town expressly reserves the right to modify its standards, policies and procedures including, but not limited

to its schedule of fees and charges and penalties to customers of Town Wastewater Department, including District, including and in accordance with provisions of applicable law. However, the Town shall consult with District forty-five (45) days in advance of introducing any ordinance which would have the effect of increasing the fees paid District for Wastewater Treatment service and shall provide the District at such time a copy of the ordinance to be introduced. At all times, the District shall pay for Wastewater Treatment Service pursuant to a schedule of user fees designed to recover revenues from all customers which are no more than the Town's total lawful revenue requirements calculated pursuant to Ind. Code § 36-9-23-25(b). The Town agrees that all future increases to the schedule of user fees for Wastewater Treatment Service applicable to the District will be equivalent to or less than the increase that would result from an increase on an across-the-board basis to all of the Town's customers.

1.05. Billing. The Town will bill the District for fees and charges determined as provided herein in accordance with Town's approximate monthly billing cycles for Wastewater Treatment Services. The Town shall make a reasonable effort to avoid billings based upon estimates, but may render estimated billings in circumstances where, in the sole judgment of Town, such are warranted. All such billings will be mailed to District's address for notices provided in this Agreement. In the event that the actual monthly wastewater flow from the District is less than or equal to 1,500,000 gallons, the parties agree that District shall pay to Town a minimum bill per month on the basis of 1,500,000 gallons.

1.06. Metering. The District shall at its expense install a sewer meter, which shall be specified by the Town at the point of connection between the Town's System and the District's Wastewater Collection System to measure the quantity of wastewater flow from the District's Collection System. The District, at its expense, shall operate, test, calibrate, maintain, and replace as necessary such meter. The District will calibrate its meter at least once every twelve months. The Town will read the meter monthly. The District shall initiate and perform such meter maintenance, repairs, and replacement if in the District's best judgment, such maintenance, repairs and replacement are reasonably necessary to maintain proper meter operation and integrity. The District shall conduct or shall cause to be conducted in a prompt and responsive manner such meter testing and verification when so requested in writing by the Town if the Town believes that the meter may he recording inaccurately. Should such testing demonstrate that the meter is recording outside of 1% of accuracy, the

District shall at its expense promptly repair or replace as necessary the meter to correct such inaccuracy.

If the Town determines that a meter has failed to register the amount of wastewater treated within acceptable tolerances during any periodic billing cycle, the amount billed to and paid by District for what was treated during the affected billing period shall be the same amount treated for materially the same billing period of the calendar year preceding that failure. If the prior calendar year's corresponding billing period is not available then the average for the previous twelve billing periods (or as many billing periods for which data are available) shall be deemed to be the amount to be used in the billing calculation for the billing period for which the meter failure occurred.

District shall install and keep in good working condition a "Chart Recorder". Said installation shall be at a place designated by Town.

1.07. Deposit. District shall pay to Town a deposit of Ten Thousand Dollars ($10,000.00). Said amount to be held by Town for nonpayment by District and returned to District at such time District no longer uses Town's System.

1.08 Capacity Limits. District shall be permitted to discharge Wastewater and to receive Wastewater Treatment Services pursuant to this Agreement for a discharge amount up to an average of one hundred twenty-five thousand (125,000) gallons per day for each day in each Town billing period. If there is an average influx over a two month period in excess of twenty-five percent (25%) of one hundred twenty-five thousand (125,000) gallons per day, there shall be a penalty/surcharge payable by District to Town that shall equal the regular rate, plus seventy-five percent (75%) of the regular rate for all gallons in excess of one hundred twenty-five thousand (125,000) gallons per day.

If there is an average influx over a two (2) month period in excess of twenty-five percent (25%) as set out herein above, and if there is an penalty/surcharge issued by the Town to the District; and if said excess continues for a period of one (1) month after the surcharge is issued, then Town shall have the right to either shut down the system until the system is repaired, or, in the alternative, the Town may repair the system and pass the expense to the District.

Under normal flow conditions as determined by Town, the discharge flow from District to Town shall at no time exceed one hundred (100) gallons per minute. Under low flow conditions as determined by Town, the discharge flow from District to Town shall at no time exceed one hundred fifty (150) gallons per minute. District shall pay the Town a minimum penalty/surcharge of $500 per day if discharges from District exceed either limit, separately or together, and also agrees to reimburse town for any fines levied by a governmental entity arising from a discharge rate exceedence.

It will be the responsibility of the District to place into existence physical structures that will allow the District to provide to the Town gallonage at no greater amount than that specified herein. The structures shall be placed on drawings that will be approved by the Town prior to the completion of said structures.

In the event that the monthly average wastewater strength exceeds the mass limits outlined by Paragraph 1.04, the District shall pay the Town a penalty/surcharge of $0.25 per excess pound during the billing cycle, and also agrees to reimburse Town for any fines levied by a governmental entity arising from wastewater strength exceedence.

1.09. Ordinances. The Town shall adopt such ordinances and resolutions as that may be necessary or desirable to accomplish the purposes of this Agreement, including but not limited to an ordinance approving this Agreement. The District agrees to comply with all applicable ordinances and resolutions of the Town.

1.10. The parties hereto agree that this contract shall be considered by the parties null and void if the connection of District to Town contemplated herein is not made operational on or before December 31, 2007, or a later date agreed to by Town and District, which date shall be in writing.

ARTICLE 2
COVENANTS OF THE DISTRICT

2.01. Force Main. Prior to the commencement of Wastewater Treatment Service hereunder, the District shall, at the District's expense, install a sanitary sewer force main line to connect the District's Collection System with the System (the "Force Main"). Prior to the commencement of construction of the Force Main, the District shall (1) have received all applicable permits and

approvals of the Indiana Department of Environmental Management ("IDEM"); (2) provide plans and specifications to the Town for its approval with respect to the design of the interconnection with the System. The District may make modifications to the plans and specifications so long as such modifications of the interconnection are made known to the Town prior to implementation of the modifications. If, in the reasonable judgment of the Town's Engineering Department, any such modification of the interconnection would pose a material detriment to the Town's interest, the Town shall have the right to require the District to change the modification of the interconnection so as not to pose a material detriment to the Town's interest. During construction, the Town shall have reasonable access to the work site for the purpose of verifying compliance with the plans, specifications and modifications of the interconnection of the Force Main to the Town's System. Prior to placement in service, the Town will have the right to inspect the interconnection to assure its compliance with the approved design. Maintenance, repair and replacement of the Force Main shall be the District's responsibility and expense and the District shall have sole ownership in the Force Main. The right given to Town to inspect the interconnection between Town and District to insure compliance with design shall not place on Town any responsibility or liability for District's failure to comply with the approved design.

2.02. Payment. Absent a dispute, the District agrees to pay the monthly bill for Wastewater Treatment Service which is calculated pursuant to Paragraph 1.03 and which is received before the tenth day of the month in full on or before the twenty-fifth day of each month. Bills not received before the tenth day of the month will not be paid until the twenty-fifth day of the next month after they are received. In the event of a dispute, the District agrees to pay the undisputed portion of the bill and provide the Town written notice of the dispute on or before said date. The Town and the District will then negotiate in good faith the resolution of the disputed portion of the bill. In the event the Town and the District are unable to reach agreement, the billing dispute will be resolved pursuant to the procedures for resolution of disputes set forth in Paragraph 7.01 hereof. The District shall have no right to exercise self-help by reducing or withholding payments due to Town rendered in material compliance with this Agreement, including, but not limited to, circumstances in which there is a good faith dispute between the parties, except as a result of an order of a court of competent jurisdiction having jurisdiction over the Town and the District (see Article 7 hereof). However, in no event, will the District be required to pay a penalty or delinquent fees arising out of a good faith dispute between the parties, which are being addressed as set out in Article 7 hereof,

until and unless liability for same is ultimately determined in that dispute resolution preceding against the District.

2.03. Metering and The District Collection and Distribution System. The District shall at its expense install and maintain the meter and chart recorder described in Paragraph 1.06. The District shall be responsible to operate, maintain, repair and replace as necessary the District's Wastewater Collection Systems from the point of the City's outfall to the District's customers.

2.04. District Liability for Loans. Repayment of any and all loans incurred to complete construction of the Water Main or Force Main shall be the sole and exclusive responsibility of the District.

2.05. District's Obligations as to Inflow and Infiltration of its Collection System. The District shall adopt its own ordinances, rules, regulations, policies and procedures which prohibit the introduction of storm water into the District Collection System.

District agrees, and shall provide, flow monitoring data to Town immediately after the completion of the sewer lining portion of the project relating to District. This shall allow documentation to Town of the effectiveness of said sewer lining prior to the point of connection being made operational.

District agrees and shall cause additional repairs, rehabilitations and/or replacements to be made to both the private and public portion of the sewage collection system, to include private laterals in order to comply with the parameters set out in paragraph 1.08 herein above.

District shall cause the disconnection of any illegal sources of clear water (including, but not limited to, sump pumps, roof leaders and foundation drains) whether originating on private or public property.

2.06. Ordinances. The District agrees to comply with all applicable ordinances of the town.

2.07. Limitation of Liability of Town. The District expressly contracts, covenants and agrees for itself and its Wastewater customers to the full extent permitted by applicable law, that Town shall not be liable for damages to

District or customers of District for the operational or system failure, or inadequacy of Town's Wastewater facilities for any reason; Town shall incur no greater responsibility by this Contract than it would have to any other resident of Town being served by Town's Wastewater facility.

ARTICLE 3
MUTUAL COVENANTS

3.01. Covenant not to Rescind or Amend. At no time during the initial Term, or any additional Terms, of this Agreement, shall either Party by ordinance or otherwise attempt any action which would have the effect of restricting or eliminating the benefits reasonably expected to be received by the other Party pursuant to this Agreement.

3.02. Indiana Department of Environmental Approval. After this contract has been entered into by the parties that it shall have to be approved by the Indiana Department of Environmental Management. Should it be that the Indiana Department of Environmental Management fails to approve this contract, then the contract shall be void with respect to the parties herein.

ARTICLE 4
TERM AND RENEWALS

4.01. Initial Term. The Initial Term of this Agreement shall be through and including December 31, 2045.

4.02. Additional Terms. At the conclusion of the Initial Term of this Agreement, this Agreement will renew automatically for successive Additional Terms of five (5) years each unless and until either Party provides written notice to the other Party of its election not to renew at least eighteen (18) months prior to the expiration of the Term. Throughout this Agreement, "Term" shall refer to the Initial Term plus all Additional Terms.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF THE DISTRICT

5.01. Organization. The District hereby represents and warrants that it is a regional water and sewer district duly formed and validly existing pursuant to Ind. Code chpt. 13-26, and has the power and authority to enter into this Agreement and to perform its obligations hereunder and thereunder.

5.02. Authorization: Enforceability. The District hereby represents and warrants that this Agreement has been executed and delivered by and constitutes the legal, valid and binding obligation of the District, enforceable against it in accordance with its terms, except that enforceability hereof may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and except that the availability of equitable remedies may be limited by equitable principles of general applicability. The execution and delivery hereof have been duly and validly authorized by all necessary proceedings by the District.

5.03. No Violation of Laws or Agreements: Consents. The District hereby represents and warrants that neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the compliance with or fulfillment of the terms, conditions or provisions hereof by the District will (i) violate any applicable federal, state, municipal, local or foreign statute, law, ordinance, rule, regulation, judgment or order of any kind or nature whatsoever (hereinafter called a "Law") or (ii) violate any judgment or order of any court, government (federal, state or local), department, commission, board, bureau, agency, official or other regulatory, administrative or governmental authority or instrumentality (hereinafter called a "Governmental Body") to which the District is subject; no consent, approval or authorization of, or registration or filing with, any person, entity or Governmental Body is required in connection with the execution and delivery by the District of this Agreement, except as set out and agreed to herein.

5.04. No Pending Litigation or Proceedings. To the actual knowledge of the District (i) no action, suit, investigation, claim or proceeding of any nature or kind whatsoever, whether civil, criminal or administrative, by or before any Governmental Body or arbitrator (hereinafter called "Litigation") is pending or threatened against any of the transactions contemplated by this Agreement and (ii) there is presently no outstanding judgment, decree or order of any Governmental Body against any of the transactions contemplated by this Agreement.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF THE TOWN

6.01. Capability. The Town represents by its execution of this Agreement that it has in all respects complied with Town ordinances and

resolutions and State law in the making and execution of this Agreement and that it has the lawful authority and financial, administrative, and technical capability to construct, install, maintain, and operate the Town's System and to furnish Wastewater Treatment Service under the terms and conditions of this Agreement.

6.02. Organization. The Town is a corporation duly organized, validly existing and in good standing under the laws of the State of Indiana, has the corporate power and authority to enter into the Agreement and to perform its obligations hereunder and thereunder.

6.03. Authorization: Enforceability. This Agreement has been duly executed and delivered by and constitutes the legal, valid and binding obligation of the Town, enforceable against it in accordance with its terms, except that enforceability hereof may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and except that the availability of equitable remedies may be limited by equitable principles of general applicability. The execution and delivery hereof have been authorized by all necessary corporate proceedings by the Town.

6.04. No Violation of Laws or Agreements: Consents. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby nor the compliance with or fulfillment of the terms, conditions or provisions by the Town will (i) contravene any provision of the certificate or articles of incorporation, bylaws, or governing documents or instruments of the Town, (ii) violate any Law or (iii) violate any judgment order of any Governmental Body to which the town is subject or by which any of its assets may be bound or affected. No consent, approval or authorization of, or registration or filing with, any person, entity or Governmental Body is required in connection with the execution and delivery by the Town of this agreement, except as set out and agreed to herein.

6.05. No Pending Litigation or Proceedings. To the actual knowledge of the Town, based upon the receipt of written notice or knowledge, (i) there is presently no outstanding judgment, decree or order of any Governmental Body against any of the transactions contemplated by this Agreement and (ii) there is no pending or threatened Litigation with respect to any of the transactions contemplated by this Agreement.

ARTICLE 7
MISCELLANEOUS

7.01. Dispute Resolution. In the event that a dispute arises out of or relates to this Agreement or the performance or breach thereof ("Dispute") and cannot be resolved by the Town and the District, the Parties agree to submit the Dispute to arbitration, if necessary, as provided in this paragraph. The Parties agree to submit the Dispute to arbitration, by a panel of three arbitrators, one to be selected by each Party and the third to be selected by the two arbitrators selected by the Parties. The arbitrators shall be chosen from the Indiana Supreme Court's list of approved mediators but the process shall be governed by the Commercial Arbitration Rules of the American Arbitration Association. The decision of a majority of the arbitrators on the matter shall be in writing and binding upon the Parties. This paragraph applies to any and all Disputes, including but not limited to, Disputes about the schedule of fees as applied to the District.

7.02. Force Majeure. Except as otherwise specifically provided in this Agreement, no Party shall be responsible for delays or failures in performance of any part of this Agreement (other than an obligation to make money payments) resulting from acts or occurrences beyond the reasonable control of such Party, including acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any government or legal body (except the Town), embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failures, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, (individually or collectively, a Force Majeure Event") or any other circumstances beyond the Party's reasonable control. If a Force Majeure Event shall occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall he suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease. Notwithstanding the

preceding, no delay or other failure to perform shall be excused pursuant to this Section 7.02: (i) by the acts or omission of a Party's subcontractors. Materialmen, suppliers or other third persons providing products or services to such Party unless such acts or omissions are themselves the product of a Force Majeure Event, and unless such delay or failure and the consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform, or (ii) if such Party fails to implement any steps taken to mitigate the effects of a Force Majeure Event (e.g., disaster recovery plans) during the period performance is impaired.

7.03. Notice. All notices or other communications required to be given under this Agreement shall be in writing and delivered to the following addresses or such other addresses as a Party may designate in writing:

Town: Town of Andrews
66 N. Main St.
Andrews, IN 46702

District: Norwood Regional Water and Sewer District
c/o Dee Hinesley
4446 North 641 West
Huntington, Indiana 46750

7.04. Governing Law. This Agreement shall be construed under and governed by the laws of the State of Indiana.

7.05. Entire Agreement. This Agreement merges all previous negotiations between the Parties and their representatives and represents the entire agreement between the Parties with respect to the specific terms and provisions herein.

7.06. Severability. In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision will not affect any other provisions of this Agreement. Failure of either Party to insist on strict compliance with the provisions of this Agreement will not constitute waiver of the Party's right to demand later compliance with the same or other provisions of this Agreement.

7.07. Assignment. This Agreement may not be assigned by either Party without the written consent of the other Party.

7.08. Good Faith. The Parties hereby agree to deal with each other in good faith and to endeavor to establish and maintain open lines of communication with regard to all matters relating to this Agreement.

7.09. Access to Information and Records. All documents, data, records and accounts relating to the relationship and interaction of a Party hereto as to all matters relating to this Agreement, excepting only attorney work product prepared in contemplation of imminent or actual litigation, shall be available to the other Party hereto for a review and copying at reasonable times and upon reasonable notice for all lawful purposes based in this Agreement.

7.10. Headings. The headings of the sections and articles of this Agreement have been inserted for convenience of reference only and shall not restrict or otherwise modify any of the terms or provisions thereof.

7.11. Amendment. This Agreement may be amended in an express writing by the duly authorized legal action of both parties, so long as any such amendment does not materially prejudice the contractual interests of a significant creditor of either Party.

7.12. Ownership. Nothing contained in this Agreement shall be construed to result in Town having any ownership interest in District's System or District having any ownership interest in Town's System.

7.13. Hold Harmless. District agrees to hold Town harmless for any and all damages incurred by Town for actions of District relating to or under this contractual agreement. Said damages shall include any and all actual out-of-pocket expenses, to include costs and attorney fees, as well as any fines, penalties or other damages imposed upon Town by District's actions.

TOWN OF ANDREWS, INDIANA BY ITS TOWN COUNCIL	NORWOOD REGIONAL WATER AND SEWER DISTRICT
By: Bob Gray	By: Rhonda L. Adams
(Bob Gray) As its duly Authorized Representative	Rhonda L. Adams As its duly Authorized Representative