

**WELLS COUNTY REGIONAL SEWER DISTRICT  
ORDINANCE NO. 2022- 07**

**AN ORDINANCE AMENDING AND RESTATING ORDINANCE  
NO. 2022-03 ESTABLISHING A SCHEDULE OF RATES AND  
CHARGES TO BE COLLECTED BY THE WELLS COUNTY  
REGIONAL SEWER DISTRICT FROM THE OWNERS OF  
PROPERTY SERVED BY THE SEWAGE WORKS OF THE SAID  
DISTRICT AND OTHER MATTERS CONNECTED THEREWITH.**

WHEREAS, the Board of the Wells County Regional Sewer District (the "District") heretofore approved plans, specifications and estimates and determined to establish, construct, equip, own, operate and maintain the Sewage Works provided for therein, pursuant to Chapter 284 of the Acts of the General Assembly of the State of Indiana for the year 1967 and all acts supplemental thereto, and

WHEREAS, the District is the recipient of a loan in the form of a bonds and a forgivable bond anticipation note ("BAN") from the State Revolving Fund Loan Program ("SRF") to fund the cost of improvements; and

WHEREAS, the District previously adopted Ordinance No. 2021-01 for the purpose of establishing a schedule of rates and charges to be collected from owners of property served by the Sewage Works of the District which was amended and restated by the District with the adoption of Ordinance No. 2022-03 (the "Existing Ordinance") and it is now necessary to amend and restate said ordinance to include additional service areas for the purpose of establishing a schedule of rates and charges to produce sufficient revenue to pay expenses of maintenance and operation and to provide funds for necessary replacements and improvements to the Sewage Works and to pay the principal and interest on proposed revenue bonds in accordance with the applicable bond ordinances; now therefore

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE WELLS COUNTY REGIONAL SEWER DISTRICT AS FOLLOWS:

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

- (a) "Board" shall mean the Board of Trustees of the Wells County Regional Sewer District, or any duly authorized officials acting on its behalf.
- (b) "District" shall mean the Wells County Regional Sewer District acting by and through the Board.
- (c) "Debt service costs" shall mean the average annual principal and interest payments on all outstanding revenue bonds or other long-term capital debt.
- (d) "Industrial wastes" shall mean the wastewater discharges from industrial, trade or business processes as distinct from employee wastes or wastes from sanitary conveniences.

- (e) "Operation and maintenance costs" include all costs, direct and indirect, necessary to provide adequate wastewater collection, transport and treatment on a continuing basis and produce discharges to receiving waters that conform with all related Federal, State and local requirements. (These costs include replacement.)
- (f) "Other service charges" shall mean tap charges, connection charges, area charges, and other identifiable charges, other than billing charges, service charges and excessive strength surcharges.
- (g) "Person" shall mean any and all persons, natural or artificial, including any individual, firm, company, municipal or private corporation, association, society, institution, enterprise, governmental agency or other entity.
- (h) "Project" shall mean the construction of the wastewater facilities and collection system to provide sewer service to the following and surrounding areas:  
  
 Liberty Center Project Area  
 Murray Project Area  
 Craigville Project Area  
 Kingsland Project Area
- (i) "Replacement costs" shall mean the expenditures for obtaining and installing equipment, accessories or appurtenances which are necessary during the useful life of treatment works to maintain the capacity and performance for which such works were designed and constructed
- (j) "Shall" is mandatory; "May" is permissive.
- (k) "Wastewater Facilities" shall mean the structure, equipment, and processes required to collect, carry away, and treat domestic and commercial wastes and dispose of the effluent.

Section 2. Every person whose premises are served by said Sewage Works shall be charged for the services provided. These charges are established for each user in order that the District shall recover, from each user, revenue which is proportional to its use of the treatment works in terms of volume and load.

Section 3. For the use of and the service rendered by said Sewage Works, rates and charges shall be collected from the owners of each and every lot, parcel of real estate or building that is connected with the District's sanitary system or otherwise discharges sanitary sewage, industrial wastes, water or other liquids, either directly or indirectly, into the sanitary sewerage system of the District. Which rates and charges shall be payable as hereinafter provided and shall be in an amount determinable as follows:

- (a) Each lateral connection shall pay a bill which shall consist of the sewer rate per month of:

User Charge	\$83.70
Debt Service Charge	11.30
Total Monthly Bill	<u>\$95.00*</u>

\*Additional minimum electric service charge (if applicable) \$24.00/meter.

- (b) The service charges shall be based on the quantity of water used on or in the property or premises subject to such rates and charges as the same is determined by equivalent single family dwelling units as found on Appendix A. In no event shall a person pay less than 1 ESFDU per month.
- (c) The monthly rates and charges provided herein shall be applied throughout the year based upon the maximum sewage service required in any month in any calendar year. For example, the service charges based upon employment shall be applied throughout the year based upon the maximum employment (full- and part-time) of the user for such single maximum employment month, and such maximum usage shall be applied through the year.
- (d) An additional monthly service charge (\*) for the cost of electric service to power grinder stations shall be charged to those customers who do not provide electric power to a grinder station in a Project that requires customers to supply such power.

In order to produce an amount sufficient to meet the interest on the revenue bonds and other expenses payable prior to the completion of the Project, after the contract for construction of sewer system has been let and the actual work commenced thereunder, the owners of each and every lot, parcel or real estate or building to be connected with the District's sanitary sewage system, as a result of the construction of said Works, shall pay \$35.00/month per single family dwelling unit. Beginning with the first month after the sanitary sewers are available for connection and use to any lot, parcel of real estate or building, the full rates and charges shall become effective for such lot, parcel of real estate or building; but in any event, said full rates and charges shall become effective no later than July 1, 2024, so that billings for full rates and charges shall be issued for the month of July and each month thereafter on a schedule to be determined and/or approved by the Board of Trustees.

Section 4. Each industrial or non-industrial user who discharges wastes into the sewerage system shall be subject to a surcharge, in addition to the regular sewer charges, based on both the biochemical oxygen demand (or on the chemical oxygen demand where BOD cannot be determined) and the suspended solids content of the wastes, if these wastes have a concentration greater than the following:

- A. A biochemical oxygen demand of 200 milligrams per liter; or where BOD cannot be determined, then in lieu of BOD, a chemical oxygen demand of 400 milligrams per liter;

- B. A total suspended solids content of 200 milligrams per liter;
- C. A phosphate content of 12 milligrams per liter; or
- D. An ammonia-nitrogen content of 15 milligrams per liter.

The surcharge shall be determined as follows:

- A. The excess pounds of BOD or (COD) and of suspended solids will each be computed by first multiplying the customer's billing sewage volume measured in units of 100 cubic feet for the current billing period by the factor 0.0062321 and then multiplying this product by the difference between:
  - 1. The concentrations measured in milligrams per liter of the BOD or (COD) and of the suspended solids respectively in the customer's sewage; and
  - 2. The allowed concentrations set out in Section 13.12.120 (A). The surcharge for each constituent will then be determined by multiplying the excess pounds of each constituent by the appropriate rate of surcharge set out in paragraph C.

The rate of surcharge for each of the aforementioned constituents shall be as follows:

- A. For biochemical oxygen demand (BOD): \$0.21 per pound
- B. For chemical oxygen demand (COD) where BOD cannot be determined: \$0.21 per pound
- C. For total suspended solids: \$0.32 per pound
- D. For phosphates: \$1.29 per pound
- E. For ammonia-nitrogen: \$0.97 per pound.

Section 5. The owner of any lot, parcel of real estate or building connecting to the Sewage Works shall, prior to being permitted to make a connection, pay a connection charge in the amount of \$2,000.00 for each connection. The Board of Trustees now finds such a connection charge to be a reasonable and equitable pro rata cost of construction of a local or lateral sewer adequate to serve the property so connecting and the cost of providing a connection to the sewer system. The District connection fee shall be in addition to any connection fee charged by the City of Bluffton.

Provided, however, no connection charge will be required of any customer that was part of the original plans and specifications prepared for a District financed Project connecting to a local or lateral sewer within 90 days of the date on which said sewer was available for connection. Each customer making a connection to the sewer system shall be required to pay an inspection fee of \$75.00 to the District to cover the cost of inspecting the customer's connection to the system before the work is commenced and in accordance with any policies and procedures adopted or approved by the Board of Trustees for connections.

Unless otherwise determined by the Board of Trustees, connection charges will be imposed on any connection made after 90 days of availability for connection and on all connections made to future extensions of the system based on the actual cost to make a lateral connection plus the connection fee of \$2,000. The Board may waive or reduce a connection charge to the District's



sewer system upon a finding by the Board of one or more of the following circumstances or conditions:

- (a) The Owner of property requesting an exemption has granted an easement to the District that will permit the District to extend lines to immediately serve additional users other than the person requesting the exemption.
- (b) The Owner requesting an exemption is paying a portion of the cost to extend a line that will provide current or future benefit to the District.
- (c) The Owner has paid monthly sewer charges to the District before requesting or making a connection.
- (d) Any other condition that the Board finds will substantially benefit the District according to a policy approved by the Board.

Section 6. Such rates and charges shall be prepared, billed and collected by the District in the manner provided by law and ordinance.

- (a) The rates and charges for all users shall be prepared and billed monthly.
- (b) The rates and charges will be billed to the deeded owner of the property unless otherwise determined by a policy approved by the Board. Any billing issued to a person or entity other than the deeded owner shall in no way relieve the owner from the liability in the event payment is not made as herein required. The owners of properties served, which are occupied by a tenant or tenants, shall have the right to examine the collection records of the District for the purpose of determining whether bills have been paid by such tenant or tenants, provided that such examination shall be made at the office at which said records are kept and during the hours that such office is open for business.
- (c) As is provided by statute, all rates and charges not paid when due are hereby declared to be delinquent and a penalty of ten percent (10%) of the amount of the rates or charges shall thereupon attach thereto unless some additional grace period is approved by the Board. The time at which such rates or charges shall be paid is now fixed at fifteen (15) days after the date of mailing of the bill or the due date stated upon the bill, whichever is later.

Section 7. In order that the rates and charges for sewage services may remain fair and equitable and be in proportion to the cost of providing services to the various users or user classes, the District shall cause a study to be made once reliable operating revenue and expenses are known and regularly as needed thereafter. Such study shall include, but not be limited to, an analysis of the costs associated with the treatment of excessive strength effluents from industrial users, volume and delivery flow rate characteristics attributed to the various users or user classes, the financial position of the Sewage Works and the adequacy of its revenue to provide reasonable funds for the operation and maintenance, replacements, debt service requirements and capital improvements to the waste treatment systems. The District shall adjust its rates and charges to reflect the results of the study.

Thereafter, within a reasonable period of time following the normal accounting period, the District may cause a similar study to be made for the purpose of reviewing the fairness, equity and proportionality of the rates and charges for sewage services on a continuing basis. Said studies shall be conducted by officers or employees of the District, or by a firm of certified public accountants, or a firm of consulting engineers which firms shall have experience in such studies, or by such combination of officers, employees, certified public accountants, or engineers as the District shall determine to be best under the circumstances. The District shall, upon completion of said study revise and adjust the rates and charges, as necessary in accordance therewith in order to maintain the proportionality and sufficiency of the rates.

Section 8. The District shall make and enforce such by-laws and regulations as may be deemed necessary for the safe, economical and efficient management of the District's sewerage system, pumping stations and sewage conveyance system, for the construction and use of house sewers and connections to the sewerage system, and for the regulation, collection, rebating and refunding of such rates and charges.

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

Section 9. The invalidity of any section, clause, sentence, or provision of this ordinance shall not affect the validity of any other part of this ordinance which can be given effect without such invalid part or parts.

Section 10. That the rules and regulations promulgated by the District, after approval of the Board of Trustees shall, among other things, provide for an appeal procedure whereby a user shall have the right to appeal a decision of the Administrator of the user charge to the Board of Trustees and that any decision concerning user charges of the Board of Trustees may be appealed to a court of competent jurisdiction under the Appeal Procedures provided for in the Indiana Administrative Adjudication Act.

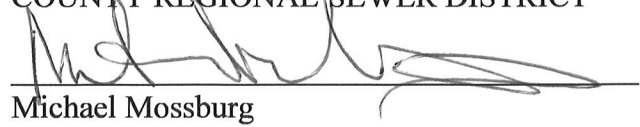
Section 11. The Board is hereby further authorized to enter into special rate contracts with customers of the Sewage Works where clearly definable cost to the Sewage Works can be determined, and such rate shall be limited to such costs.

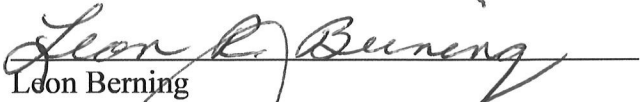
Section 12. The Board shall not grant free service or use of the sewage treatment system to any person, group or entity. It is not necessary for an area or parcel of real estate to be annexed to the District to receive sewage treatment.

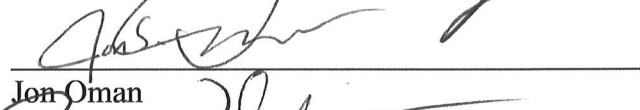
*[Signatures Follow on Next Page.]*

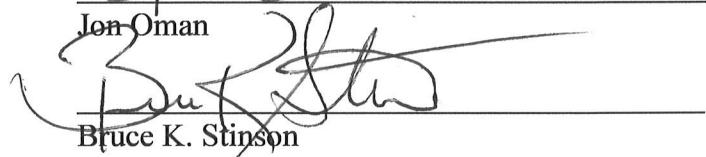
Passed and adopted by the Board of Trustees for the Wells County Regional Sewer District  
on the \_\_\_\_\_ day of November, 2022.

BOARD OF TRUSTEES OF THE WELLS  
COUNTY REGIONAL SEWER DISTRICT

  
Michael Mossburg

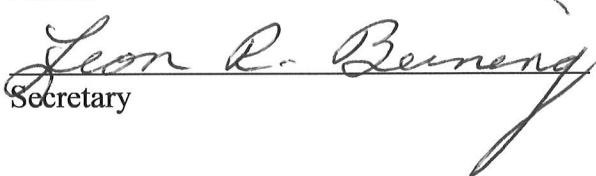
  
Leon Berning

  
Jon Oman

  
Bruce K. Stinson

\_\_\_\_\_  
Andy Stoller

Attest:

  
Secretary

**WELLS COUNTY REGIONAL SEWER DISTRICT**  
**Wells County, Indiana**

**APPENDIX A**

**EQUIVALENT SINGLE-FAMILY DWELLING UNITS**

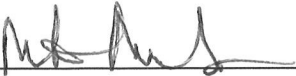
	<b><u>ESFDU</u></b> <b><u>Determinant</u></b>	<b><u>ESFDU</u></b>
<b>Residential:</b>		
Single family residence	Per unit	1.000
Apartment	Per unit	0.750
<b>Commercial:</b>		
Service Station with restroom	Per restroom	1.940
Food Service Operation – Restaurant or Tavern	Per Seat	0.110
Office Building (without showers)	Per employee	0.060
Office Building (with showers)	Per employee	0.110
Other Commercial	Per employee	0.110
<b>Governmental:</b>		
Post Office	Per employee	0.060
Fire department	Per firefighter	0.110
Park		1.000
<b>Institutional:</b>		
Church	Per sanctuary seat	0.016
Daycare Center	Per person	0.060

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or officials, all as of the date first above written.

WELLS COUNTY REGIONAL SEWER (1)  
DISTRICT

INDIANA FINANCE  
AUTHORITY

“Participant”

By: 

Printed: MIKE NOSSBUE

Title: Pres.

“Finance Authority”

By: \_\_\_\_\_  
James P. McGoff

Director of Environmental Programs

Attest: 

## **EXHIBIT A**

### **Project Description**

The Project consists of the following improvements to the Participant's Treatment Works:

- To serve the Kingsland Area: Construction includes approximately 1,950 lineal feet of gravity sanitary sewer main, 9 manholes, 500 lineal feet of sanitary sewer lateral connections, 2,000 lineal feet of small diameter, low pressure main, coupled with 62 individual grinder pump stations, and the construction of a regional lift station, accompanied by approximately 24,800 lineal feet of force main, 18 air release valves/structures, flow meter chamber, SCADA control system, standby generator, and related miscellaneous appurtenances.
- To serve the Keystone Area: Construction includes approximately 2,200 lineal feet of gravity sanitary sewer main, 8 manholes, 870 lineal feet of sanitary sewer lateral connections, 4,400 lineal feet of small diameter, low pressure main, coupled with 51 individual grinder pump stations, and the construction of a regional lift station, accompanied by approximately 22,000 lineal feet of force main, 18 air release valves/structures, flow meter chamber, SCADA control system, standby generator, and related miscellaneous appurtenances

The Project is more fully described in, and shall be in accordance with, the Preliminary Engineering Report and the Plans and Specifications approved by the Finance Authority (or if designated by the Finance Authority, the Department).

[End of Exhibit A]



**EXHIBIT B**  
**Principal Payment Schedule for the Bonds**

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Maturity Date</u>	<u>Principal Amount</u>
01/01/2023	\$	01/01/2041	\$
07/01/2023		07/01/2041	
01/01/2024		01/01/2042	
07/01/2024		07/01/2042	
01/01/2025		01/01/2043	
07/01/2025		07/01/2043	
01/01/2026		01/01/2044	
07/01/2026		07/01/2044	
01/01/2027		01/01/2045	
07/01/2027		07/01/2045	
01/01/2028		01/01/2046	
07/01/2028		07/01/2046	
01/01/2029		01/01/2047	
07/01/2029		07/01/2047	
01/01/2030		01/01/2048	
07/01/2030		07/01/2048	
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07/01/2036		01/01/2054	
01/01/2037		07/01/2054	
07/01/2037		01/01/2055	
01/01/2038		07/01/2055	
07/01/2038		01/01/2056	
01/01/2039		07/01/2056	
07/01/2039		01/01/2057	
01/01/2040		07/01/2057	
07/01/2040			
		<b>TOTAL</b>	<b>\$</b>

[End of Exhibit B]

**EXHIBIT C**  
**Credit Instrument**

Credit Providers rated on a long term basis lower than "A-/A3" long term by Standard & Poor's Ratings Services, a Division of the McGraw-Hill Companies and Moody's Investors Service, Inc. are:

- None.

[End of Exhibit C]

**Exhibit D**  
**Additional Terms**

*A. The following additional terms in this Paragraph A are NOT applicable to the Loan:*

**“Equivalency Project”** shall mean a project designated by the Finance Authority as an “equivalency project” under the Clean Water Act related to the “US Environmental Protection Agency Capitalization Grant for Clean Water State Revolving Funds” for the federal fiscal year ending September 30, 2022 (or such later federal fiscal year as the Finance Authority may otherwise designate).

**“A/E Services”** shall mean professional services related to the Planning or Design of the Project including for program management, construction management, feasibility studies, preliminary engineering, design, engineering, surveying, mapping, or architectural related services.

The Participant understands and acknowledges that the Project has been designated as an Equivalency Project and is required to meet the related applicable requirements of the Clean Water Act which among other requirements requires that for costs of Planning or Design (including costs for A/E Services) to be treated as Eligible Costs under this Agreement, such services (and the related contract) are required to be negotiated in the same manner as a contract for architectural and engineering services as negotiated under chapter 11 of title 40, United States Code (as amended). In connection with any request for disbursement of the Loan that is submitted by the Participant to the Finance Authority to provide for the payment of any costs of Planning or Design (including costs for A/E Services), the Participant represents and warrants that such costs relate only to services provided under a contract negotiated in the same manner as a contract for architectural and engineering services as negotiated under chapter 11 of title 40, United States Code (as amended).

The Participant further understands and agrees that it is required to comply with all terms of 2 CFR 200.216, Prohibition on certain telecommunication and video surveillance services or equipment, which among other requirements prohibits the use of Loan proceeds by the Participant to procure (by means of entering into, extending, or renewing contracts) or obtain equipment, systems or services that use “covered telecommunications equipment or services” identified in the regulation as a substantial or essential component of any Treatment Works, or as critical technology as part of any Treatment Works. Such prohibitions extend to the use of Loan proceeds by the Participant to enter into a contract with an entity that “uses any equipment, system, or service that uses covered telecommunications equipment or services” as a substantial or essential component of any Treatment Works, or as critical technology as part of any Treatment Works. The Participant represents and warrants that it has not procured or obtained from Loan proceeds equipment, systems or services that use “covered telecommunications equipment or services” identified in the regulation as a substantial or essential component of any Treatment Works, or as critical technology as part of any Treatment Works.

- B. *The following additional terms in this Paragraph B (related to GPR Projects and the related defined terms) are NOT applicable to the Loan.*

**“GPR Projects”** shall mean Project components that meet the requirement of the “Green Project Reserve (GPR) Sustainability Incentive Program” consistent with SRF Policy Guidelines including applicable requirements of the Wastewater SRF Act.

**“GPR Projects Adjustment Fee”** shall mean an amount which would equal the gross additional interest that would have accrued on the Bonds from the date of this Agreement through their scheduled final maturity, had such Bonds been issued at an interest rate determined under the Wastewater SRF Program’s interest rate policies and practices using the final, actual GPR Projects Expenditures (rather than the GPR Projects Business Case Amount), all as determined by the Finance Authority.

**“GPR Projects Business Case Amount”** shall mean the amount referenced in the Participant’s business case related to GPR Projects as was set in the Participant’s Preliminary Engineering Report (or categorical exclusion) posted at [www.srf.in.gov](http://www.srf.in.gov), uses of funds information submitted to the Finance Authority after the Project was bid or some other submitted information that was used by the Finance Authority prior to the date of this Agreement to set a special interest rate under the Wastewater SRF Program’s interest rate policies and practices applicable to the Bonds.

**“GPR Projects Expenditures”** shall mean those costs and expenses incurred by the Participant that are part of the Project which are GPR Projects in nature (within the meaning of the Wastewater SRF Act) as determined by the Finance Authority, in order for the Bonds to receive special interest rate treatment under the Wastewater SRF Program’s interest rate policies and practices.

The Participant understands and acknowledges that a special interest rate has been applied to the Bonds as a result of a portion of the Project having been identified by the Participant as being a GPR Projects project. In the event GPR Projects Expenditures are hereafter determined by the Finance Authority to be less than the GPR Projects Business Case Amount, then the Finance Authority may request and the Participant shall promptly pay (no later than thirty (30) days after any request), a GPR Projects Adjustment Fee in connection with the Loan. The Participant shall certify to the Finance Authority those Loan disbursements it represents to be its GPR Projects Expenditures when and as required by SRF Policy Guidelines. The Participant understands and acknowledges that it is required to submit a business case or categorical exclusion documenting the GPR Projects and the GPR Projects Business Case Amount prior to loan closing or if a request is made pursuant to Section 3.02(f) of this Agreement.

- C. *The following additional terms in this Paragraph C (related to Non-point Source Projects and the related defined terms) are NOT applicable to the Loan:*

**“Non-point Source Adjustment Fee”** shall mean an amount which would equal the gross additional interest that would have accrued on the Bonds from the date of this Agreement through their scheduled final maturity, had such Bonds been issued at an interest rate determined under the Wastewater SRF Program’s interest rate policies and practices using the final, actual Non-point Source Expenditures (rather than the amount referenced in the Participant’s post-bid and other documents submitted to the Finance Authority), all as determined by the Finance Authority.

**“Non-point Source Expenditures”** shall mean those costs and expenses incurred by the Participant that are Non-point Source Projects in order for the Bonds to receive special interest rate treatment under the Wastewater SRF Program’s interest rate policies and practices.

**“Non-point Source Projects Amount”** shall mean the amount referenced in the Participant’s post-bid and other documents submitted to the Finance Authority prior to the date of this Agreement to set a special interest rate under the Wastewater SRF Program’s interest rate policies and practices applicable to the Bonds

**“Non-point Source Projects”** shall mean Project components that meet the requirement of SRF Policy Guidelines and the Wastewater SRF Act to be non-point source in nature as determined by the Finance Authority.

The Participant understands and acknowledges that a special interest rate has been applied to the Bonds as a result of a portion of the Project having been identified by the Participant as being a non-point source project. In the event Non-point Source Expenditures are hereafter determined by the Finance Authority to be less than the Non-point Source Projects Amount, then the Finance Authority may request and the Participant shall promptly pay (no later than thirty (30) days after any request), a Non-point Source Adjustment Fee in connection with the Loan. The Participant shall certify to the Finance Authority those Loan disbursements it represents to be its Non-point Source Expenditures when and as requested by SRF Policy Guidelines.

[End of Exhibit D]