

CHESTERTON UTILITY SERVICE BOARD AGENDA

7:00 P.M. JULY 21, 2014 TOWN HALL

1. Call to order
2. Pledge of Allegiance
3. Approval of Minutes of the June 16, 2014 meeting
4. Approval of Claims
5. Comments from the Public

6. Reports from the Staff

Superintendent's Report

Engineer's Report

Town of Porter Report

Board Report

7. Old Business

A) LTCP

8. New Business

A) Signing the Settlement and Release Agreement from ADS

9. Letters & Communications

10. Comments from the Board

11. Adjournment

TOWN OF CHESTERTON SERVICE UTILITY BOARD

MEETING MINUTES

June 16, 2014

The meeting was called to order at 7:14 p.m. with the Pledge of Allegiance. Present were Members A. Michel, S. McCord, L. Brandt, J. Raffin, J Schnadenberg, Supt. T. Atherton, Clerk-Treas. S. Kuziela, Council Member Liaison S. Darnell, Town Manager B. Doyle and Attorney J. Paulson and Secretary D. Schoenfelt. Absent were Engineer M. O'Dell, Porter Rep. B. Brueckheimer and Attorney C. Parkinson.

APPROVAL OF MINUTES

S. McCord moved to approve the minutes of the May 19, 2014 meeting, seconded by A. Michel, approved by unanimous voice vote.

APPROVAL OF CLAIMS

J. Schnadenberg moved to approve the claims as presented, seconded by J. Raffin, approved by unanimous voice vote with S. McCord abstaining from the vote due to claims being from his employer Gariup Constuction Co., Inc.

COMMENTS FROM THE PUBLIC There were none.

Superintendent's Report

Administration

1. Staff met with IDEM official Todd Trinkle. LTCP progress was verified. Will be resubmitting Audit form with his recommended changes before June 24th. Combined Sewer Overflow Operational Plan (CSOOP) updating to be submitted for IDEM review by January 1st 2015.
2. Sidwell Company has begun their process verification in advance of their recommendations regarding our GIS program.
3. We received training in the use of our new Trimble GPS unit.

Collections

1. The jetting crew are now working in the area of Porter Ave. and Broadway, from 8th Street to 15th Street.
2. We completed 5 inspections and 282 locates in May.
3. The Town of Chesterton has 316,800 feet of sewer main, and the jetting crew has completed cleaning 34,126 feet year to date (10.8% of the total system). Our annual 2014 goal is 20% of the system cleaned (63,360 ft.), we are at 53.9% of our goal.

4. Total footage televised year to date is 3,205 ft. (1% of the total system) and our goal is 20% (63,360 ft.) of the system; we are at 5.06% of our 2014 goal. We expect that the televising will pick up in the colder months.

5. The # 2 pump at Pinney's lift station has failed, and a new pump will be here in two to three weeks.

Treatment

Plant Construction Operational Challenges

1. All Digesters now "on-line". Natural Gas modifications complete for flare ignition pilot line. Biogas system and flare scheduled for startup on the week of the June 23rd. The recently completed digester cleaning has allowed units to be run in "Overflow Mode", as designed, for the first time in more than 40 years.

2. Continuing attempts to balance flows through aeration tanks and final clarifiers since installation of "top flow" sluice gates on aeration tanks.

3. Successfully continued plant operations during 2 scheduled power outages for electrical system improvements.

Maintenance/Tasks Performed

1. Sealing cracks in outside biosolids storage pad walls.

2. Fire alarm system now monitored by Alert Alarm Services (same service used for security alarm system) to ensure proper management of fire department response. A Sensiphone automated call out device had been used in the past.

3. 408 cubic yards of biosolids were hauled and applied to farmland on May 5, 2014

Ongoing Projects

1. NPDES Renewal

a. IDEM has acknowledged receipt of our application for renewal

2. Update of Sewer Use Ordinance

a. MAHL study ready to begin with data to be used to formulate revised limits. Sampling will be done by Plant Staff, and lab. Samples are planned to be tested by an outside laboratory.

[Action Required: Approval of purchase order with Test America in the approximate amount of \$40,000 for testing.]

3. Mercury Variance

a. Request for a Streamlined Mercury Variance (SMV), has been submitted. Staff working with J&H on IDEM requests for addition information.

J. Raffin moved to approve a purchase order for approximately \$40,000 to Test America for tests performed for the MAHL study, contingent upon approval by the Law Firm of Harris, Welsh and Lukmann, seconded by S. McCord, approved by unanimous voice vote.

Engineer's Report

1. WWTP Phase 1A
 - A. Thieneman Construction completed the Primary Digester No. 1 lid repairs which included repairing the steel skirt around the lid and concrete corbels.
 - B. Thieneman Construction completed cleaning the Secondary Digester.
 - C. Thieneman has completed installing the gas piping equipment and will schedule startup.
 - D. Thieneman's Turbo Blower supplier anticipates a delivery date for the equipment in mid- July and the generator delivery date in mid- August.
2. WWTP Phase 1B
 - A. Newspaper has been notified of anticipated construction that will run from June 16th to possibly July 3rd along 8th Street between Porter and Indiana Avenue.
 - B. A meeting will take place between the Town, Street Commissioner, Engineer and Traffic Control Specialist prior to temporary traffic signs being installed.
 - C. USA will begin prep work to begin bypass pumping on June 16th and installing the CIPP lining starting on June 23rd.
 - D. USA paid to date: \$150,020.00 of a \$377,775.00 contract.
3. WWTP Phase 1C
 - A. NIPSCO has run 3-phase power to both Golfview and Dogwood lift stations.
 - B. NIPSCO installed transformer at Golfview lift station and Thieneman is completing the connection to the lift station.
 - C. Thieneman completed installation and startup/training of the Westwood lift station generator.
 - D. Thieneman and NIPSCO must finish minor connection details at Golfview and Dogwood lift stations.
 - E. Thieneman paid to date: \$182,590.00 of a \$203,000.00 contract.
4. WWTP Phase 2
 - A. Gariup completed the foundation work of the CSO Control Building and will begin on the masonry and roof work for the building.
 - B. Gariup's subcontractor Sweney worked on installing conduit, electricity and lighting to the new CSO tank.
 - C. Gariup worked on construction the 24" force main and the 18" aeration drain piping.
 - D. Gariup excavated the south side of the existing Headworks Building to begin construction on the south side of the pump station. Gariup is beginning to dewater the excavated area to begin construction.
 - E. Thieneman paid to date: \$2,388,475.75 of a \$8,471,800.00 contract.

Board Report

Chesterton = 56% Indian Boundary = 91% Porter = 73%

Town of Porter – No report.

OLD BUSINESS

Mark Nye reported on the LTCP. The tank project is on schedule but Phase 1B has been delayed waiting for the end of the school year. Thieneman is behind schedule. The quality of work is good and we are still on budget.

NEW BUSINESS – In the previous reports.

LETTERS AND COMMUNICATIONS

A letter was received from SRF stating the PER has been approved for the Morningside project.

COMMENTS FROM THE BOARD

S. McCord said he would like to thank the girls in the billing office for helping witha problems that have been occurring for people with pools.

ADJOURNMENT

S. McCord moved to adjourn the meeting at 7:25 p.m., seconded by A. Michel, approved by unanimous voice vote.

Lawrence Brandt Chairman

Deb Schoenfelt Secretary

CHESTERTON SERVICE UTILITY BOARD

RATE REVIEW WORKSHOP

JULY 16, 2014

The workshop began at 5:30 p.m. Those in attendance were members L Brandt and J. Schnadenberg, Supt. T. Atherton, Clerk-Treas. S. Kuziela, Town Manger B. Doyle, Secretary D. Schoenfelt and Ted Sommers and Sue Haase from London Witte Group.

The rate review was discussed. There was not a quorum of Board members and no Board actions were taken.

The workshop ended at 7:30 p.m.

Lawrence Brandt

Chairman

Deb Schoenfelt

Secretary

Superintendent's Report

July 21, 2014

Administration

1. Following an audit, we received notification from IDEM that we are in compliance with our Long Term Control Plan (LTCP), but out of compliance with our Combined Sewer Overflow Operational Plan (CSOOP). The plan, originally submitted in 1993, has not been updated as required. We are working on a revised plan which must be submitted to IDEM prior to December 17, 2014.
2. Sidwell Company has evaluated our mapping processes and we are awaiting their recommendations regarding our GIS program.
3. Town Council adopted an Ordinance on July 3rd establishing a regulated service territory within 4 miles of the Town limits.
4. We continue to work with McMahon Engineers and LWG on the extension of sewer service to Fox Chase Farms and Whispering Sands Mobile Home Park.
5. We received the preliminary Biennial Rate Review from London Witte Group.

Collections

1. The jetting crew is now working in the area of Porter Ave. and Broadway, from 15th Street to 19th Street.
2. We completed 7 inspections and 212 locate requests in June.
3. The Town of Chesterton has 316,800 feet of sewer main, and the jetting crew has completed cleaning 44,660 feet year to date (14.1% of the total system). Our annual 2014 goal is 20% of the system cleaned (63,360 ft.), we are at 70.5% of our goal.
4. No additional televising was done in June. Total footage televised year to date is 3,205 ft. (1% of the total system) and our goal is 20% (63,360 ft.) of the system; we are at 5.06% of our 2014 goal. We expect that the televising will pick up in the colder months.
5. A new # 2 pump at Pinney's lift station, replacing the old pump which failed in May, has been installed and is back in full operation.
6. The lift station at McDonalds is up and running after the building was damaged. We would like to thank Paul Shinn and his crew for putting up our temporary building at the McDonalds site and we would also like to thank Dave Ellis and his crew for helping with the electrical installation there.
7. We are working with the people from Good Oil on finding a permanent fix for their service lateral. The new plan is for them to install a E-1 system to pump their sewage to the manhole on the north side of Indian Boundary, just east of Taco Bell. The reason for this is to use a force main, and not a gravity line, so that the force main is up out of the product still in the ground. Instead of being 5 to 6 foot deep, the new line would only be 3 to 4 feet deep.
8. The pump at the Kat lift station failed. We are looking into getting a new replacement pump for the station.

Treatment

Plant Construction Operational Improvements and Challenges

1. Continuing to experiment with balancing of flows to aeration tanks since installation of "Top Flow" sluice gates .The Plant should be able to manage changing conditions unattended by operators. Equal distribution of flows to all aeration tanks is essential when the plant is operating at elevated flow rates.
2. All biogas from the digesters will now either be used to heat the digesters, or be burned off at the flare. This will reduce the consumption of natural gas to heat the digesters. The flare reduces greenhouse gas emissions when excess gas needs to be released.
3. Dissolved Oxygen monitoring equipment has been put on line in the aeration tanks. This greatly improves our awareness of the aeration tank conditions.
4. Evaluating alternatives for correcting Raw Sewage pump low output.

Maintenance Tasks

1. Raw sludge pump #2 has been refurbished and put on line.
2. Obstructions were located and removed from grit removal pump system.

Ongoing Projects

1. NPDES permit renewal
 - A. We have received the Pre-Public Notice copy of the permit. Jones and Henry Engineering is assisting us in evaluating the impact of any changes from last permit.
 - B. The formal draft public notice procedure has now been initiated. Comments from the public and Town of Chesterton Staff will be formally responded to by IDEM.
 - C. The Streamlined Mercury Variance (SMV) and the Pollution Minimization Program Plan (PMPP) have been accepted and will be included in the NPDES Renewal.
2. Sewer Use Ordinance
 - A. Jones and Henry Eng. is working with Utility Staff for the updating of this ordinance. The Maximum Allowable Headworks Loading, or MAHL, study sampling (collected by Utility Staff) and analysis is 70% complete. This information will be used to establish enforceable contaminant limits when J&H assembles the data for the completion of the MAHL study. Additional changes are also planned.

Respectfully submitted,
Terry L. Atherton, P.E.
Superintendent

Porter Readings

Date	23rd & Morgan	23rd & Union	Franklin St	Porter Cove	Marquardt	Total Usage	If over allot. (.)	Rain
1	6,730	17,742	102,300	53,671	242,200	422,643	428,357	0.00
2	0	11,996	123,600	40,080	217,700	393,356	457,644	0.00
3	10	12,533	121,200	41,787	216,600	392,130	458,870	0.00
4	16,270	15,305	150,600	45,253	286,500	513,928	337,072	0.71
5	15,320	12,051	122,800	38,612	240,700	429,483	421,517	0.00
6	10,870	18,735	107,600	34,681	188,100	359,986	491,014	0.01
7	14,070	16,418	138,500	42,150	260,000	471,138	379,862	0.02
8	15,170	13,363	138,100	50,660	265,200	482,493	368,507	0.44
9	11,810	11,408	110,000	40,064	232,500	405,782	445,218	0.00
10	14,850	15,708	134,700	45,951	269,200	480,409	370,591	0.32
11	12,880	14,153	130,700	38,746	279,700	478,179	374,821	0.34
12	11,320	12,103	127,600	41,534	241,200	433,757	417,243	0.00
13	11,440	14,599	142,700	43,718	238,000	450,455	400,545	0.00
14	12,520	14,431	133,800	50,996	256,100	467,847	383,153	0.00
15	7,870	10,785	93,400	38,678	199,600	350,333	500,667	0.02
16	10,110	12,532	115,700	47,843	225,400	411,585	439,416	0.00
17	9,380	14,257	125,400	48,202	212,100	409,339	441,661	0.00
18	2,960	14,952	139,500	44,862	256,400	458,674	392,326	0.61
19	15,170	17,428	14,200	45,802	250,400	343,000	508,000	0.38
20	12,870	17,238	146,400	48,776	281,300	506,584	344,416	0.25
21	20,840	36,455	199,900	47,515	402,500	707,210	143,790	1.07
22	12,630	19,227	148,200	50,452	313,400	543,909	307,091	0.00
23	20,130	36,286	263,500	55,782	508,400	884,098	(33,098)	0.85
24	24,820	50,454	290,400	61,883	512,600	940,157	(89,157)	0.80
25	11,830	24,549	146,300	50,210	348,500	581,389	269,611	0.00
26	11,550	18,782	135,100	47,490	273,900	486,822	364,178	0.00
27	9,100	16,539	130,200	43,255	252,800	451,894	399,106	0.01
28	11,270	17,431	130,500	45,652	251,400	456,253	394,747	0.03
29	11,030	17,485	139,000	50,627	251,300	469,442	381,558	0.70
30	12,970	45,053	225,900	49,809	467,200	800,932	50,068	1.57
31						0	851,000	
Totals	357790	569998	4227800	1384719	8440900	14981207		8.13

IBCD READINGS

Date	Day	Initial	Reading	Total Usage	average	Rain
5/30/2014	F	ZML	85,439,185	0	81,000	
6/1/14	Su			0	81,000	0.00
2	M		85,581,546	142,361	61,361	0.00
3	T			0	81,000	0.00
4	W			0	81,000	0.71
5	Th			0	81,000	0.00
6	F		85,778,387	196,841	115,841	0.01
7	S			0	81,000	0.02
8	Su			0	81,000	0.44
9	M		85,912,189	133,802	52,802	0.00
10	T		85,960,257	48,068	32,932	0.32
11	W		86,004,313	44,058	36,944	0.34
12	Th		86,065,930	61,617	19,383	0.00
13	F		86,098,472	32,542	48,458	0.00
14	S			0	81,000	0.00
15	Su			0	81,000	0.02
16	M		86,230,436	131,964	50,964	0.00
17	T		86,254,144	23,708	57,292	0.00
18	W		86,272,424	18,280	62,720	0.61
19	Th		86,291,858	19,434	61,566	0.38
20	F			0	81,000	0.25
21	S			0	81,000	1.07
22	Su			0	81,000	0.00
23	M		86,407,370	116,512	34,512	0.85
24	T		86,471,476	64,106	16,894	0.80
25	W			0	81,000	0.00
26	Th			0	81,000	0.00
27	F			0	81,000	0.01
28	S			0	81,000	0.03
29	Su			0	81,000	0.70
30	M		86,638,633	0	81,000	1.57
Totals				1,032,291		8.13

1,032,291 divided by 30 days = 34,410 gpd



State Revolving Fund Loan Programs
an Indiana Finance Authority Environmental Program

RECEIVED
JUL 2 2014

100 North Senate Avenue, Room 1275
Indianapolis, Indiana 46204
www.srf.in.gov

Emma Kottowski
Technical Review Manager
(317) 234-1463
ekottowski@ifa.in.gov

July 2, 2014

Carry Brandt

Mr. Terry Atherton, Chairman
Chesterton Utility Service Board
300 League Lane
Porter, IN 46304

Dear Mr. Atherton:

Re: Change Order No. 2
SRF Project No. WW131064 01
Phase 1B - San Sewer & Manhole Rehab
Porter, Indiana

The change order listed below has been reviewed and approved as indicated.

Change Order Number	Change Order Amount	New Contract Amount
2	\$19,340.00	\$387,484.00

Please understand that to the extent project contingency funds are sufficient to cover the cost of the allowable change order amount, our approval will result in loan participation. However, this action in no way constitutes either an actual or implied commitment to increase the loan amount.

If you have any questions, please call Doris Roberson, Project Coordinator, at 317-234-1266.

Sincerely,

Shelly L. Lue
Emma Kottowski
Technical Review Manager

cc: Mark Nye, P.E.
DLZ, Indiana LLC

Mark O'Dell





MICHAEL C. HARRIS
ROBERT A. WELSH
L. CHARLES LUKMANN, III
CHARLES F.G. PARKINSON
MORRIS A. SUNKEL
JULIE A. PAULSON

107 BROADWAY
CHESTERTON, INDIANA 46304
TELEPHONE FAX
(219) 926-2114 (219) 926-1503
www.hwllaw.com
E-MAIL: hwlg@hwllaw.com

July 2, 2014

Via E-mail

Chesterton Town Council
1490 Broadway
Chesterton, IN 46304

Re: ADS Logistics

Dear Friends:

In the last few months, the Utility has been negotiating a billing dispute with ADS Logistics, which operates the Area Transportation firm located at 116 E. 1100 N. ADS claims that, over the course of several years, the Utility over-billed ADS nearly \$41,000 due, in part, to a faulty meter. Utility Superintendent, Terry Atherton, has looked into this matter and confirmed that the claims are accurate. However, during the course of discussions, we raised several matters involving the truck wash at the property, including a claim that the installation of a new truck wash system was not done pursuant to a valid building permit.

We have negotiated the attached Settlement and Release Agreement whereby the Utility will refund ADS \$15,000 and will extend a credit of \$15,000 toward future utility bills. In exchange, the Town will release its claim that ADS failed to obtain a building permit. Since this particular claim is being released, I necessarily will require the Council's approval of the Settlement and Release Agreement. I believe this is a very favorable outcome for the Utility given the circumstances.

I would like you to take action on the matter by approving the Agreement at your special meeting tomorrow, July 3, 2014. If you have any questions, please contact me.

Very truly yours,

HARRIS WELSH & LUKMANN

Charles F.G. Parkinson
cparkinson@hwllaw.com

CFP/sh

cc: Bernie Doyle
Stephanie Kuziela
Terry Atherton
Larry Brandt

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement") is entered into this 30th day of June, 2014 between ADS Logistics Co. LLC, a Delaware limited liability company ("ADS"), the Town of Chesterton, Indiana ("Town") and the Town's Utility Service Board ("Utility Board") (all parties to this Agreement being referred to collectively as the "Parties").

RECITALS

WHEREAS, ADS is a full service transportation and logistics company located at 1 E 110 North, Chesterton, Indiana;

WHEREAS, the Town is a municipality located within the State of Indiana;

WHEREAS, the Utility Board is a subsidiary of the Town and oversees, among other items, the usage of water and sewage services within the jurisdiction of the Town;

WHEREAS, on or about February 18, 2014, ADS through counsel, made a written claim to the Town and the Utility Board (the "Claim") alleging that ADS had been improperly billed and substantially over-charged for water and sewage services by the Town and/or the Utility Board to ADS's account number 02-0340030-01 (the "Account");

WHEREAS, subsequent to ADS' Claim, the Town has alleged that ADS violated certain provisions of Article III (Building Code) of the Chesterton Town Code, including but not limited to the alleged failure to secure certain building permits and allow for certain inspections required by the Chesterton Town Code with respect to its truck wash facility ("Code Issues");

WHEREAS, as of the date of this Agreement, the Town acknowledges that the Code Issues have been fully and completely resolved and affirmatively states that ADS' truck wash facility, and all related equipment, structures, and plumbing in connection therewith, are in full compliance with all local building codes relative to Article III (Building Code) of the Chesterton Town Code, including but not limited to all required permits;

NOW, THEREFORE, for and in consideration of the recitals, mutual promises, covenants, and undertakings set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and to avoid the costs and uncertainties associated with further dispute and/or litigation of the Claim and Code Issues, the Parties agree as follows:

1. Incorporation. The recitals above are incorporated into and made a part of this Agreement.

2. Effective Date. This Agreement will be deemed effective as of the date of the last signature below (the "Effective Date");

3. Settlement Payments. The Town agrees to pay to ADS the sum of FIFTEEN THOUSAND and 00/100 DOLLARS (\$15,000) within 14 days of the Effective Date via check made payable to "ADS Logistics Co., LLC."

3.1. As additional consideration, the Town shall provide ADS with a credit to the Account in the aggregate amount of \$15,000 beginning with the first billing period after the Effective

Date and continuing until in each consecutive, subsequent billing period until such credit is fully exhausted.

4. Releases.

4.1 Releases By ADS: Subject to the provisions of Paragraph 4.3, effective immediately upon receipt of the Settlement Payments set forth Paragraph 3.0 and 3.1 of this Agreement, and without the need for any other or further act or event, ADS, on behalf of themselves and their respective predecessors, successors, officers, directors, agents, shareholders, members, partners, owners and assigns (collectively, the "ADS Releasing Parties"), hereby release and forever discharge from liability the Town and Utility Board and each of their respective predecessors, successors, and assigns (all of the foregoing being the "Town Released Parties"), from any and all claims, debts, obligations, liens, liabilities, causes of action of any kind or nature whatsoever that any of the ADS Releasing Parties had, has or may have against the Town Released Parties, whether known or unknown, currently existing or arising in the future, relating in any way to the Claim:

4.2 Releases By the Town and Utility Board: Subject to the provisions of Paragraph 4.3, effective immediately upon the Effective Date, and without the need for any other or further act or event, the Town and Utility Board, on behalf of themselves and their respective predecessors, successors, assigns, partners and agents (collectively, the "Town Releasing Parties"), hereby release and forever discharge from liability ADS, and their respective predecessors, successors, affiliates, officers, directors, agents, shareholders, members, managers, partners, owners, heirs, administrators and assigns (collectively, the "ADS Released Parties"), from any and all claims, debts, obligations, liens, liabilities, causes of action or choses in action of any kind or nature whatsoever that any of the Town Releasing Parties had, has or may have against any of the ADS Released Parties, whether known or unknown, currently existing or arising in the future, relating to any matter whatsoever, including relating in any way to the Claim, the Code Issues, or any other fines related thereto that could have been levied against ADS as of the Effective Date.

4.3 Exclusions: The releases in Paragraphs 4.1 and 4.2 exclude, and thus do not release or in any way impair, affect or provide a defense of any kind to, any action relating to or arising from a breach of this Agreement or the enforcement of this Agreement.

5. Execution. Each individual who executes this Agreement on behalf of a Party represents and warrants that he or she has authority to bind the Party upon whose behalf he or she is executing this Agreement. The Town and Utility Board further warrant that no formal resolution is required in order to be legally bound by the terms of this Agreement; they are legally able to be bound by the terms of this Agreement, and that they intend to be legally bound by the terms of this Agreement.

6. No Admission of Liability. The Parties expressly agree and understand that nothing contained herein is intended to be, nor shall anything contained herein be construed as, an admission of liability or wrongdoing by any Party related to or arising out of any of the Claims or the Code Issues.

7. Voluntary Act. Each Party represents that such Party had adequate time to review the terms of this Agreement, that such Party has thoroughly discussed all aspects of this Agreement, or has had the opportunity to do so, with an attorney of such Party's choice, that such Party understands all of its provisions, and that such Party has freely and voluntarily entered into this Agreement.

8. Parties to Bear Their Own Costs. The Parties shall bear their own costs and expenses, including without limitation, all legal fees and expenses incurred in connection with the negotiation, preparation, and/or execution of this Agreement, the settlement embodied in this Agreement and all other actions or matters relating in any way to any of the foregoing unless any party defaults on the terms of this Settlement Agreement, in which case, the defaulting party shall pay all subsequent fees, including reasonable attorney fees, incurred as a result of the default by the defaulting party.

9. Entire Agreement; Confidentiality. This Agreement contains the entire agreement of the Parties pertaining to its subject matter and supersedes all prior and contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all of the Parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver. This Agreement shall be confidential, except to the extent disclosure is required by law. Neither this Agreement nor its contents nor its provisions shall be disclosed to anyone except for attorneys, accountants, employees, equity owners and tax professionals for the Parties or as may be required by law.

10. Governing Law. This Agreement shall be construed, interpreted, and enforced in accordance with the internal laws of the State of Indiana, without regard to the laws of any other jurisdiction.

11. Counterparts and Emails/Facsimiles. This Agreement may be executed in any number of counterparts with the same effect as if all signatories had signed the same document. All counterparts must be construed together to constitute one instrument. Facsimile and email copies of signatures are treated as originals for all purposes.

FOR ADS:

ADS Logistics Co, LLC

By: *Jana Duvick*

Its: *CFO*

Dated: *June 30, 2014*

FOR THE TOWN:

Town of Chesterton

By: _____

Its: _____

Dated: _____

FOR THE UTILITY BOARD

Utility Board for the Town of Chesterton

By: _____

Its: _____

Dated: _____

