

**SEWER SERVICES CONTRIBUTION AGREEMENT AMONG THE TOWN OF
DANVILLE, INDIANA, HENDRICKS COUNTY, INDIANA AND
THE WEST CENTRAL CONSERVANCY DISTRICT**

This Sewer Services Contribution Agreement entered into among the Town of Danville, Indiana, Hendricks County, Indiana and the West Central Conservancy District as of the ____ day of _____, 2025.

WITNESSETH

WHEREAS, Ind. Code § 14-33-5-22 provides that a conservancy district may enter into an agreement with a municipality and county whether or not the municipality or county is within the district's boundaries for any purpose compatible with the purposes for which the district exists and also provides statutory authority for the municipality and county to enter into the agreement; and

WHEREAS, Hendricks County ("County") is planning to construct a building on property it owns located in the Northeast Quarter of Section 13-T15N-R1W ("Hendricks County Tract") for its highway department maintenance services ("Hendricks County Garage") which property is located within the incorporated boundaries of the Town; and

WHEREAS, the District has exclusive jurisdiction to provide sewer services within its boundaries and can more efficiently serve the Hendricks County Tract with the collection, treatment, and disposal of sewage and other liquid wastes; and

WHEREAS, the Town, County, and District now desire to enter into this Sewer Service Contribution Agreement ("Agreement") whereby the District will provide sewage and waste disposal services to the Hendricks County Tract and the Town and County will contribute to the District's cost of extending the District's sewer service line to provide service to the Hendricks County Tract.

NOW, THEREFORE, in consideration of the contribution of funds by the Town and County, the District agrees to extend its service lines upon the payment of the contributions pursuant hereto, and the Town, County, and District agree as follows:

1. Recitals. The above recitals shall be considered an integral part of the Agreement and shall be considered as if fully set out herein,

2. Purpose. The purpose of this Agreement is for the Town and County to contribute to the District's cost of extending sewer main to the Hendricks County Tract, for the District to extend its sewer main to the Hendricks County Tract and for the District to provide services for the proper collection, treatment, and disposal of sewage and other liquid wastes generated by the development of the Hendricks County Tract. The sewer main interceptor will be available to all potential customers within the boundaries of the District which can reasonably connect to the District's system.

3. Financing. The Town and County each agree to pay the District \$200,000.00 to extend sewer services to Hendricks County Tract. Such payment shall be delivered within thirty (30) days of the date of this Agreement. The District agrees to design, construct, and pay the balance of the cost of the sewer extension (including but not limited to obtaining easements and any land acquisition) and to provide sewer services to the Hendricks County Tract. The design, construction, and active service connection to this area will be completed by July 31, 2026.

4. Payments for Service. Once any facility is approved to be located on the Hendricks County Tract, Hendricks County shall pay to the District, in addition to the amount set forth in paragraph 2, the District's System Development charges as provided in the District's Rate Resolution's. Once any facility is connected to the District's system Hendricks County or any owner of any facility on the Hendricks County Tract shall pay the monthly sewer fees in accordance with the District's Rate Resolution as amended from time to time.

5. Counterparts. This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

6. Modification. This Agreement shall not be modified except by a written instrument executed by the Town, County, and District.

7. Entire Agreement. This Agreement contains the complete and entire agreement between the Town, County, and District concerning the subject matter hereof. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the Town and the District.

8. Notices. Any notice required to be sent pursuant to this Agreement shall be in writing and shall be sent to either the Town, County or District at the address listed below, or such other address as either party may designate in writing to the other party.

Barry Lofton, Director of Utilities

Town of Danville
49 North Wayne Street
Danville, IN 46122

Gary C. Padgett, District Manager

West Central Conservancy District
243 S. County Road 625E
Avon, IN 46123

Jack Swalley, Facilities Manager

Hendricks County
355 S. Washington Street G20
Danville, IN 46122

John Ayers, P.E., County Engineer

Hendricks County
355 S. Washington Street G20
Danville, IN 46122

9. Governing Law. This Agreement is entered into under Ind. Code § 14-33-5-22 and shall be governed, construed, and enforced in accordance with the laws of the State of Indiana. Venue shall be proper in Hendricks County, Indiana.

10. Force Majeure. None of the parties will be liable for delays in processing or other nonperformance caused by events including but not limited to fires, telecommunications failures, utility failures, power failures, equipment failures, labor strife, riots, war, terrorist attack, acts of God, or other causes over which the respective party has no reasonable control. The party seeking to be excused under this Section must promptly send the other party written notice of the circumstances or event and the anticipated duration thereof, and such event shall not excuse a party unless and until such notice is given.

11. Severability. The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Agreement.

12. Authority. Each signatory hereto represent that they have the full power and authority to execute this Agreement to bind the respective party entity to this Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

HENDRICKS COUNTY COMMISSIONERS

By: _____
Dennis Dawes, President

By: _____
Bob Gentry, Vice President

By: _____
Brad Whicker, Member

TOWN OF DANVILLE, TOWN COUNCIL

By: _____
David Potter, President

By: _____
Michael Chatham, Vice President

By: _____
Bret Doub, Member

By: _____
Chris Gearld, Member

By: _____
Greg Irgy, Member

WEST CENTRIAL CONSERVANCY DISTRICT

By: _____
Gary C. Padgett, District Manager