

TOWN OF DANVILLE

Town Council Agenda

October 2, 2024

7:00pm

- I. Establish Quorum, Call Meeting to Order**
- II. Pledge of Allegiance**
- III. Approval of Minutes (x2)**
- IV. Public Comment** – 3 minutes per person
- V. Public Meeting**
 - A. Wishes to be Heard: RDC Request for Funds – Ben Comer
 - B. Wishes to be Heard: Fire Territory Study – Fire Chief
 - C. Proclamation: World Mental Health Day – Town Manager
 - D. Tax Levy Appeal – Clerk/Treasurer
 - E. Ordinance 17-2024: Stormwater Ordinance – Utilities Director
 - F. Ordinance 24-2024: Super-Voluntary Annexation – Town Planner
 - G. Wishes to be Heard: Fee Waiver – Town Planner
 - H. Ordinance 25-2024: Super-Voluntary Annexation – Town Planner
 - I. Ordinance 26-2024: 2025 Budget – Clerk/Treasurer
 - J. Miles Farm Refund Phase 3 North Interceptor – Utilities Director
 - K. South Interceptor Easement – Utilities Director
 - L. South Interceptor Contract – Utilities Director
 - M. CER: Pheasant Grove Sanitary Sewer Cost Difference – Utilities Director
 - N. CER: Penrose Water Main 10th Street Extension – Utilities Director
 - O. CER: Penrose Paving 10th Street Extension – Utilities Director
- VI. Staff and Council Comments**
- VII. Claim Docket**
- VIII. Payroll Docket**
- IX. Adjournment**

NOTICE: The public meetings of the Danville Town Council conducted within these chambers shall be video recorded. Said recording will be part of the public records of the Town of Danville and shall be published upon the Town of Danville's website for public access. All individuals attending public meetings hereby give to the Town of Danville, their permission for said publication, which may contain their image or statements.

TOPIC SUMMARY

Approval of Minutes:

9/18/24: Work Study. *Will require a Vote.*

9/18/24: Council Meeting. *Will require a Vote.*

- A. **Wishes to be Heard: RDC Request for Funds** – Ben Comer, president of the RDC, will present a request to fund their 2025 operating budget in the amount of \$40,000 to come from the EDIT fund. *Will require a Vote.*
- B. **Wishes to be Heard: Fire Territory Study** – Fire Chief will present a request to retain Reedy Financial to conduct a feasibility study to form a Fire Territory. *Will require a Vote.*
- C. **Proclamation: World Mental Health Day**– Town Manager will present a proclamation to declare October 10, 2024, as World Mental Health Day. *Will require a Vote.*
- D. **Petition to Appeal Tax Levy** – Clerk/Treasurer will be seeking Council approval to submit the DLGF “Report of Appealing Taxing Unit”. This will allow the Town to recover funds to assist with our budget process. *Will require a Vote.*
- E. **Ordinance 17-2024: Stormwater Ordinance** – Utilities Director will present the updated Stormwater Ordinance to bring us into compliance prior to our upcoming audit. This was introduced on 9/18/24 and is up for adoption tonight. *Will require a Vote.*
- F. **Ordinance 24-2024: Request for Super-Voluntary Annexation (Introduction)** – Town Planner will present a request for Super-Voluntary Annexation of the property located on the west side of CR 300 E, 0.64 miles south of U.S. 36. The petitioner is the Board of Hendricks County Commissioners. A timeline of the annexation process has been included in the packet. This is up for introduction only. *Requires no further action.*
- G. **Wishes to be Heard: Fee Waiver** – Town Planner will present a request from the Board of Hendricks County Commissioners to waive the filing fee for Super-Voluntary Annexation described in Ordinance 24-2024. *Will require a Vote.*
- H. **Ordinance 25-2024: Request for Super-Voluntary Annexation (Introduction)** – Town Planner will present a request for Super-Voluntary Annexation of the property located at 577 N C.R. 50 E. The petitioners are Olivia & Gabriel Sevigny/Karen & Ed Lewis/Amanda Babinec. A timeline of the annexation process has been included in the packet. This is up for introduction only tonight. *Requires no further action.*
- I. **Ordinance 26-2024: 2025 Budget (Public Hearing)** – Clerk/Treasurer will present an ordinance outlining the 2025 Budget for the Town of Danville. This is a Public Hearing. **Will require public hearing to be gaveled open – public comments taken – public hearing to be gaveled closed.** *Requires no further action.*
- J. **Miles Farm Refund Phase 3 North Interceptor** – Utilities Director will present a request to honor the M.O.U. between the Town and D.R. Horton which stated that any cost savings in Phase 3 were to be returned to the developer. *Will require a Vote*
- K. **South Interceptor Easement** – Utilities Director will present documentation for the land acquisition for the South Interceptor. *Will require a Vote.*
- L. **South Interceptor Contract** – Utilities Director will present a proposal to enter into a Guaranteed Savings Contract with Bowen Engineering for Wastewater upgrades/replacement to the collection system. *Will require a Vote.*
- M. **CER: Pheasant Grove Sanitary Sewer Cost Difference** – Utilities Director will present a Capital Expenditure request to move forward with upsizing the pipes in this subdivision. This follows the Town’s Wastewater Master Plan, and the Town is responsible for the cost difference. *Will require a Vote.*
- N. **CER: Penrose Water Main 10th Street Extension** – Utilities Director will present a Capital Expenditure Request to spend funds to extend services and loop the water system to CR 300 E. This is part of the Water Department Master Plan. *Will require a Vote.*
- O. **CER: Penrose Paving 10th Street Extension** – Utilities Director will present a Capital Expenditure Request to spend funds to extend the paving project in coordination with the development. *Will require a Vote.*

Staff and Council Comments

Claim Docket

Payroll Docket

Motion to Adjourn

*****Council Members are requested to stay and sign documents after the close of the meeting*****

PROCLAMATION

A Proclamation by the Danville Town Council

Designation of October 10, 2024, as World Mental Health Day

WHEREAS mental health is essential to everyone’s overall health and well-being, and mental illnesses are among the most common health conditions in the United States, affecting all ages, races, genders, and socioeconomic backgrounds; and

WHEREAS the town of Danville recognizes that mental health issues can be addressed through increased awareness, early intervention, and access to effective treatments and resources, thus promoting better mental health and reducing stigma; and

WHEREAS October 10th is recognized globally as World Mental Health Day, offering a dedicated time to educate the community about mental health issues, the importance of mental well-being, and the resources available to support mental health; and

WHEREAS showing support through initiatives, events, and wearing green on October 10th and throughout the entire month of October serves as a visible symbol of commitment to mental health awareness, and encourages open conversations about mental well-being; and

NOW THEREFORE the Danville Town Council hereby proclaims October 10th as World Mental Health Day in the town of Danville; and

BE IT FURTHER RESOLVED that the Town Council encourages all citizens to participate in World Mental Health Day activities on October 10th, to wear green on that day and throughout the month of October as a sign of support, and to promote understanding, acceptance, and support for those living with mental health conditions

PROCLAIMED AND SIGNED this 2nd of October 2024.



Attested By:

Chris Gearld, President

Michael Chatham, Vice President

Greg Irby

Bret Doub

Carrie Lofton, Clerk-Treasurer

Dave Potter

**Department of Local Government Finance
Report of Appealing Taxing Unit**

Three-Year Growth

Ind. Code § 6-1.1-18.5-13(a)(2) permits a unit to seek an appeal if its average assessed value growth over the last three years exceeds the statewide average assessed value growth by at least 2%. The amount, if any, of an appeal for which a unit may be eligible is determined by the following formula:

Step 1: Determine the unit's certified assessed valuation for the last four years.

Step 2: Calculate the assessed value growth for each of the last three years.

Step 3: Calculate the average assessed value growth by taking the sum of the results of Step 2 and dividing them by three.

Step 4: Calculate the statewide assessed value growth for each of the last three years.

2022 1.0541

2023 1.1481

2024 1.0594

Step 5: Calculate the statewide average assessed value growth by taking the sum of the results of Step 4 and dividing by three: $(1.0541 + 1.1481 + 1.0594)/3 = 1.0872$

Step 6: Divide the Step 3 amount by the Step 5 results.

For a unit to qualify for the appeal, the Step 6 amount must be equal to or greater than 1.02. The maximum amount by which an appealing unit's maximum levy may be increased is equal to the amount by which Step 3 exceeds the maximum levy growth quotient ("MLGQ") as calculated according to Ind. Code § 6-1.1-18.5-2. The MLGQ is 1.040 for 2025. This appeal may qualify as a permanent adjustment to the unit's maximum levy.

Remainder of the page is intentionally left blank.

Department of Local Government Finance
Report of Appealing Taxing Unit
Report of Appealing Taxing Unit

The Department has prescribed this template through which a petitioner supplies the information the Department requires pursuant to Ind. Code § 6-1.1-18.5-12(c). The required information must be filed with the Department on or before **October 21, 2024**. Only email submissions bearing a timestamp of **OCTOBER 21** or earlier will be considered. Completed submissions and additional questions about excess levy appeals should be sent by email to your Budget Field Representative.

Note that Ind. Code § 6-1.1-17-3(a)(6) requires that any request for an excess levy appeal be advertised as part of the notice to taxpayers of the estimated budget. Failure to comply with Ind. Code § 6-1.1-17-3(a)(6) will be cause for denial.

All requests for consideration of an appeal must be specific. Please note that the Department will utilize reports from the budget certification process (Form 3, Fund Report, and Estimate of Miscellaneous Revenues) during its review of an appeal application. The Department may also consider the unit's submitted Gateway reports, including the Annual Financial Report Employee Compensation Report, and Budget Form 4B. If this information is not representative of your unit's current financial situation, please provide updated financial information and explanations as to the differences.

To submit a petition to the Department units will complete the following pages specific to the appeal and the certification page. Petitions must also include any additional supporting documentation that contains an explanation or justification of the appeal and the appeal amount. Pursuant to Ind. Code § 6-1.1-18.5-12(a), the Department may deny an excess levy appeal on the basis that the unit has not provided an explanation that the unit will not be able to perform its government functions without an excess levy. **The Department may also deny or modify an excess levy appeal on the basis that the unit has sufficient fund balances to allow it to carry out its governmental functions. Additionally, the Department will take circuit breaker credits into consideration when estimating fund balance amounts.**

Pursuant to Ind. Code § 6-1.1-18.5-12(c), the Department reserves the right to require the appropriate unit official to produce relevant records or books in consideration of the appeal.

Failure to timely respond with requested information may be cause for denial of the appeal.

Remainder of the page is intentionally left blank.

**Department of Local Government Finance
Report of Appealing Taxing Unit**

EXCESS LEVY APPEAL PETITION – SECTION 1: COVER PAGE
Three-Year Growth Factor Equal to or Exceeding 2% of Statewide Growth Factor

Taxing Unit Name:	Town of Danville
County:	Hendricks
Fiscal Officer Name:	Carrie Lofton
Office Address:	49 N Wayne St, Danville, IN 46122
Telephone Number:	(317) 745-4180
Email Address:	clofton@danvillein.gov
Financial Advisor Contact Information:	Reedy Financial Group (812) 522-9444 Matthew Trimnell, mtrimnell@reedyfinancialgroup.com
Appeal Amount:	\$287,290

For consideration, the submission must include the following documentation. Confirm that the following documents have been prepared and are included with your submission.

	Required Documentation	Included?
1.	Cover page – Section 1.	<input checked="" type="radio"/> Y or N
2.	Excess Levy Appeal Petition - Section 2, Section 3, Section 4.	<input checked="" type="radio"/> Y or N
3.	Petition to appeal for an increase above the maximum levy.	<input checked="" type="radio"/> Y or N
4.	Signed Certification of Appeal Information.	<input checked="" type="radio"/> Y or N

**Department of Local Government Finance
Report of Appealing Taxing Unit**

EXCESS LEVY APPEAL PETITION – SECTION 2

Three-Year Growth Factor Equal to or Exceeding 2% of Statewide Growth Factor

1.	Appeal amount requested.	\$287,290
2.	Did the fiscal body approve this excess levy appeal?	<input checked="" type="radio"/> Yes or <input type="radio"/> No
3.	Was there any opposition or objection to the excess levy appeal? If yes, please provide additional information about the opposition or objection on a separate document.	Yes or <input checked="" type="radio"/> No
4.	Were any public comments received in opposition or support of the excess levy appeal?	Yes or <input checked="" type="radio"/> No
5.	Was an excess levy appeal included in the ensuing year's budget notice to taxpayers (Budget Form 3 – Column 4)?	<input checked="" type="radio"/> Yes or <input type="radio"/> No
6.	Will an approved appeal increase the operating balance of any funds in the ensuing budget year?	Yes or <input checked="" type="radio"/> No
7.	Is the excess levy appeal being requested due to one-time costs or purchase(s)?	Yes or <input checked="" type="radio"/> No

EXCESS LEVY APPEAL PETITION – SECTION 3

Three-Year Growth Factor Equal to or Exceeding 2% of Statewide Growth Factor

Section 3.1 – Non-Property Tax Revenue Available to Unit – report revenue for all funds

Revenue Type	2022	2023	2024	2025 (Estimated)
LIT – Certified Shares	\$1,564,170	\$1,732,484	\$1,860,242	\$2,039,080
LIT – Supplemental	\$245,746	\$361,780	\$503,859	
LIT – Public Safety		\$118,646	\$127,335	\$139,345
LIT – Economic Development	\$536,829	\$578,204	\$613,833	\$675,042
CVET	\$6,020	\$6,256	\$6,938	\$7,958
Excise	\$246,114	\$268,626	\$294,232	\$338,186
FIT	\$43,108	\$37,078	\$47,535	\$49,437
MVH Distribution	\$422,768	\$454,743	\$442,587	\$442,587
LRS Distribution	\$219,866	\$230,304	\$223,465	\$223,465
Other Revenue Source 3 (Please describe):				
Other Revenue Source 4				

**Department of Local Government Finance
Report of Appealing Taxing Unit**

(Please describe):				
Other Revenue Source 5 (Please describe):				

Section 3.2 – Percentage Increase to the Levy

Requested Appeal	2025 Max Levy	Percentage Increase (Requested Appeal / 2025 Max Levy)
\$287,290	\$3,977,882	7.22%

Section 3.3 – Estimated Impact to the Tax Rate

Requested Appeal	2025 Certified Net Assessed Value General Fund ¹	Percentage Increase (Requested Appeal / 2025 CNAV)
\$287,290	\$884,008,107	0.032%

Note 1: The 2025 NAV must be certified by the county auditor by August 1. If the NAV has not been certified, contact the county auditor for an estimated value.

Section 3.4 – Cash Balances as of December 31, unless noted differently.

Fund	2021	2022	2023	2024 (June 30)
General	\$4,250,042	\$4,922,292	\$5,794,571	\$6,181,484
MVH	\$1,012,365	\$1,029,039	\$1,041,399	\$1,227,369
LRS	\$549,036	\$662,645	\$714,064	\$730,085
Park	\$184,555	\$207,146	\$505,035	\$640,794
CCD	\$737,446	\$915,241	\$1,055,060	\$1,201,421
LIT PS			\$98,430	\$158,530
LIT ED	\$1,200,981	\$1,027,155	\$1,316,591	\$1,294,642

Note: A separate fund report for the years shown can be submitted with the Appeal Petition in lieu of completing Section 3.4.

**Department of Local Government Finance
Report of Appealing Taxing Unit**

EXCESS LEVY APPEAL PETITION – SECTION 4

Three-Year Growth Factor Equal to or Exceeding 2% of Statewide Growth Factor

1. In addition to meeting the mathematical qualifications for the appeal, the civil taxing unit must state that it will be unable to carry out the governmental functions committed to it by law unless it is given the authority that it is petitioning for. The civil taxing unit must support these allegations with reasonably detailed statements of fact. Please use the box below to provide the requested detailed statements. Provide additional pages, as needed.

During several years of budget process, the Town of Danville has prided itself on not raising taxes, while trying to maintain a balanced budget. The town has realized a great deal of real growth and potential growth approving over 2,000 new homes over the next ten years. Every department has expressed a need for additional personnel while maintaining current personnel. The town of Danville has done everything it can to meet retention requests with little money left over for additional hiring. We have tried to balance the requests of all departments in their personnel needs. The Town of Danville currently has 21 firefighters with a total of 10,500 citizens in our last census. This excess levy appeal would provide us with sustaining funding to add 3 additional firefighters to our force. Thus, providing greater protection to the citizens of Danville.

2. Of the governmental functions that the civil taxing unit is unable to carry, which specific expenses are the highest priority to fund, and why? Provide additional pages, as needed

The town of Danville believes that the highest priority to fund with this appeal is 3 new firefighters. The fire department staffing is below standards based on current needs. Adding this funding to our budget will help us increase the number of firefighters to better serve our citizens. Providing peace of mind to our citizens is one of the highest functions we can provide as a municipality. This will assist our town in staffing another fire truck and maintain staffing of a second fire station. This will help with our ISO Rating.

3. Are there any facts specific to this appeal that the Department should consider in our review of the submission? Provide additional pages, as needed.

It costs approximately \$113,110 to hire a new firefighter. This appeal will provide us with sufficient funding to add 3 additional firefighters to the Danville Fire Department. As we stated we feel this is important for our citizens. And the overall function of the fire protection of the town of Danville.

**Department of Local Government Finance
Report of Appealing Taxing Unit**

4. Has the civil taxing unit created new positions or hired new staff, full-time and/or part-time? If yes, list the number of new employees, the position(s), anticipated salary, and benefit costs.

Danville is anticipating the hiring of 3 additional full-time firefighters. Altogether, it is approximately \$113,110 per firefighter.

5. Is the civil taxing unit providing new services? If yes, please explain.

The Town of Danville is converting an old volunteer fire station to a staffed fire station. The additional personnel will assist with keeping the station in service 24 hours a day. Currently, they are floating crews and sometimes must mark the equipment out of service due to staffing.

**Department of Local Government Finance
Report of Appealing Taxing Unit**

CERTIFICATION

I, the undersigned, hereby certify that the attached appeal information and supporting documentation are correct to the best of my knowledge and belief.

Signed this _____ day of _____, 20 _____

(Printed Name of Fiscal Officer)

(Signature)

(Title)

(Email)

(Printed Name of Financial Advisor/Consultant)

(Signature)

(Email)

ORDINANCE NO. 17-2024

AN ORDINANCE TO AMEND TITLE V: PUBLIC WORKS CHAPTER 53: STORMWATER MANAGEMENT TO ESTABLISH A STORMWATER UTILITY AND A STORMWATER USER FEE

WHEREAS, the Town of Danville, Indiana ("Town") has heretofore constructed and has in operation a storm sewer system for the purpose of collecting, conveying and managing stormwater; and

WHEREAS, the Town Council of the Town ("Town Council") has previously adopted Ordinance 20-2009, the Stormwater Management Ordinance as was required by Phase II of the National Pollutant Discharge Elimination System (NPDES) authorized by the 1972 amendments to the Clean Water Act, the Indiana Department of Environmental Management's (IDEM's) Rule 13 (327 IAC 15-13) and the IDEM's Rule 5 (327 IAC 15-5).

WHEREAS, due to recent changes to Indiana law, it is now necessary to amend the Stormwater Management Ordinance to comply with Phase II of the National Pollution Discharge Elimination System program (FR Doc. 99-29181) authorized by the 1972 amendments to the Clean Water Act and the Indiana Department of Environmental Management's Construction Stormwater General Permit (CSGP) and Municipal Separate Storm Sewer System General Permit (MS4GP);

WHEREAS, the Storm Management Ordinance attached hereto regulates the following:

- (1) Discharges of prohibited non-stormwater flows into the storm drain system.
- (2) Stormwater drainage improvements related to development of lands located within the Town of Danville boundaries.
- (3) Drainage control systems installed during new construction and grading of lots and other parcels of land.
- (4) Stormwater, including stormwater runoff, snowmelt runoff, and surface runoff and drainage, associated with construction activity
- (5) Stormwater discharges from construction support activities directly related to construction sites subject to this ordinance.
- (6) Erosion and sediment control systems installed during new construction and grading of lots and other parcels of land.
- (7) The design, construction, and maintenance of stormwater drainage facilities and systems.
- (8) The design, construction, and maintenance of stormwater quality facilities and systems.

WHEREAS, the amendments herein also clarify those persons or entities who are classified as ratepayers, but do not change the rates and charges for the use of and services provided by the Stormwater Utility of the Town;

NOW THEREFORE BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF DANVILLE THAT the Danville Code of Ordinances be amended to add the following:

STORMWATER UTILITY AND STORMWATER USER FEES

Section 53.020 AUTHORITY

The Town establishes a Stormwater Utility under the authority of IC 36-9-23. The Stormwater Utility shall be responsible for the management of the Danville Stormwater System. The Stormwater Utility's stormwater management activities shall be funded by user fees to be paid by persons and entities owning, using, occupying, or holding a controlling interest in real property in the Town that receive and transmit stormwaters. The determining feature used to identify real properties transmitting stormwaters shall be the existence of impervious surface area.

Section 53.021 POLICIES AND PROCEDURES

A Policies and Procedures Manual has been developed and attached hereto as Attachment A incorporated herein by reference and is hereby approved. This manual is to be used by the Danville Stormwater Utility and includes definitions, a description of how the stormwater user fee shall be determined and policies/procedures for billing and collection of the stormwater user fee.

Section 53.022 COMPLIANCE WITH OTHER ORDINANCES, STATUTES, AND REGULATIONS

The Town's imposition of these stormwater user fees does not relieve any person or entity from their responsibilities for compliance with the Town of Danville and/or Hendricks County ordinances and/or other applicable state and/or federal laws/regulations.

Section 53.023 STORMWATER UTILITY USER FEE

There is hereby established a monthly stormwater utility fee for the use of and services provided by the Stormwater Utility of the Town. The stormwater utility fee shall be charged either to the owner, user, occupant, or holder of a controlling interest of each property in the Town with imperious surface area depending on which is being billed by the Town for water or sanitary sewer service (i.e. the responsible person or entity may be the same). In addition to a fixed fee, each bill shall include a variable fee based on the Town's determination of the Equivalent Residential Units ("ERUs") for the property. An ERU equals 3,700 square feet of impervious surface area. One ERU shall be attributed to each and every property with imperious surface area and a charge will be imposed for that ERU. Each non-residential property with greater than 3,700 square feet of imperious surface area shall be charged for one ERU plus additional ERUs in increments of one tenth of an ERU for every 370 square fee of imperious surface area beyond 3,700 square feet. Government, not-for-profit and tax-exempt organizations shall not be exempt for this fee.

The monthly user fee shall consist of two charges: a fixed fee that is the same for all properties with any imperious surface area and a variable fee that is multiplied by the number of ERUs attributed to a property. The monthly charge for each property shall be the sum of the variable fee times the number of ERUs attributed to the property plus the fixed fee. The fees shall be as follows:

	<u>Fixed fee</u>	<u>Variable fee (multiplied by no. of ERUs)</u>
Beginning in December 2023	\$4.50	\$3.50

The monthly stormwater utility fees as herein set forth shall be effective on Town of Danville utility bills first payable in each period set forth above.

Section 53.024 STORMWATER UTILITY FEE FUND

There shall be created a Stormwater Utility Fee Fund. This fund shall be comprised of fees collected under this ordinance, penalties and assessments imposed in the collection of fees under this ordinance, and other income generated from the operation of the Stormwater Utility. This shall be a non-reverting fund, and it shall be used to construct, reconstruct, repair and maintain stormwater facilities, to pay for the operation of the stormwater utility and stormwater management activities, and to otherwise further the purposes of improving drainage and water quality in the Town.

This ordinance shall be in full force and in effect upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Danville, Indiana, on this 2nd day of October 2024

TOWN OF DANVILLE COUNCIL

Chris Gearld

ATTEST:

Carrie E. Lofton
Town of Danville
Clerk/Treasurer

Michael Chatham

Greg Irby

Bret Doub

Dave Potter

CHAPTER 53: STORMWATER MANAGEMENT

GENERAL PROVISIONS 3

 § 00-05-53-001 AUTHORITY AND TITLE. 3

 § 00-05-53-002 ABBREVIATIONS. 3

 § 00-05-53-003 DEFINITIONS..... 4

 § 00-05-53-004 FINDINGS..... 13

 § 00-05-53-005 PURPOSE..... 14

 § 00-05-53-007 CONFLICTING ORDINANCES. 14

 § 00-05-53-008 INTERPRETATION..... 14

 § 00-05-53-009 SEVERABILITY..... 14

 § 00-05-53-011 DISCLAIMER OF LIABILITY..... 15

PROHIBITED DISCHARGES AND CONNECTIONS; ILLICIT DISCHARGES 15

 § 00-05-53-100 APPLICABILITY AND EXEMPTIONS. 15

 § 00-05-53-101 PROHIBITED DISCHARGES AND CONNECTIONS. 16

 § 00-05-53-103 STORAGE OF HAZARDOUS OR TOXIC MATERIAL..... 16

 § 00-05-53-104 PRIVATE PROPERTY MAINTENANCE DUTIES. 16

 § 00-05-53-105 SPILL REPORTING..... 17

 § 00-05-53-106 INSPECTIONS AND MONITORING..... 17

 § 00-05-53-106 ENFORCEMENT..... 18

STORMWATER QUANTITY MANAGEMENT 18

 § 00-05-53-200 APPLICABILITY AND EXEMPTIONS. 18

 § 00-05-53-201 POLICY ON STORMWATER QUANTITY MANAGEMENT..... 19

 § 00-05-53-202 STORMWATER QUANTITY REQUIREMENTS..... 19

 § 00-05-53-203 CALCULATIONS AND DESIGN STANDARDS AND SPECIFICATIONS. 22

 § 00-05-53-204 DRAINAGE EASEMENT REQUIREMENTS..... 23

 § 00-05-53-205 PLACEMENT OF UTILITIES..... 24

 § 00-05-53-206 STRUCTURES NEAR REGULATED DRAINS. 24

 § 00-05-53-207 REVIEW PROCESS AND APPROVAL..... 24

 § 00-05-53-208 INSPECTION, MAINTENANCE, RECORD KEEPING, AND REPORTING. 24

STORMWATER POLLUTION PREVENTION FOR CONSTRUCTION SITES 26

 § 00-05-53-300 APPLICABILITY AND EXEMPTIONS. 26

 § 00-05-53-301 POLICY ON STORMWATER POLLUTION PREVENTION FOR CONSTRUCTION SITES..... 28

 § 00-05-53-302 CALCULATIONS AND DESIGN STANDARDS AND SPECIFICATIONS. 29

§ 00-05-53-303 REVIEW PROCESS AND APPROVAL.....	30
§ 00-05-53-304 INSPECTION, MAINTENANCE, RECORD KEEPING, AND REPORTING.....	30
STORMWATER QUALITY MANAGEMENT FOR POST-CONSTRUCTION	30
§ 00-05-53-400 APPLICABILITY AND EXEMPTIONS.....	30
§ 00-05-53-401 POLICY ON STORMWATER QUALITY MANAGEMENT.....	31
§ 00-05-53-402 CALCULATIONS, DESIGN STANDARDS AND SPECIFICATIONS.....	31
§ 00-05-53-403 EASEMENT REQUIREMENTS.....	32
§ 00-05-53-404 REVIEW PROCESS AND APPROVAL.....	32
§ 00-05-53-405 INSPECTION, MAINTENANCE, RECORD KEEPING, AND REPORTING.....	32
PERMIT REQUIREMENTS AND PROCEDURES.....	33
§ 00-05-53-500 CONCEPTUAL DRAINAGE PLAN REVIEW.....	33
§ 00-05-53-501 APPLICABILITY AND EXEMPTIONS.....	33
§ 00-05-53-502 APPROVAL PROCEDURES FOR CONSTRUCTION.....	34
§ 00-05-53-503 REQUIREMENTS FOR APPROVED CONSTRUCTION SITES.....	36
§ 00-05-53-504 APPROVAL PROCEDURES FOR INDIVIDUAL LOTS.....	37
§ 00-05-53-505 CHANGES TO PLANS.....	38
§ 00-05-53-506 FEE STRUCTURE.....	38
§ 00-05-53-507 TERMS AND CONDITIONS OF PERMITS.....	39
§ 00-05-53-508 CERTIFICATION OF AS-BUILT PLANS.....	40
ENFORCEMENT	41
§ 00-05-53-900 COMPLIANCE WITH THIS CHAPTER.....	41
§ 00-05-53-901 STOP WORK ORDER.....	41
§ 00-05-53-902 FAILURE TO COMPLY OR COMPLETE.....	42
§ 00-05-53-903 SUSPENSION OF ACCESS TO THE STORM DRAIN SYSTEM.....	42
§ 00-05-53-904 CORRECTIVE ACTION.....	42
§ 00-05-53-905 APPEALS.....	42
§ 00-05-53-999 PENALTY.....	43

GENERAL PROVISIONS

§ 00-05-53-001 AUTHORITY AND TITLE.

(A) This Ordinance is adopted in accordance with statutory authority granted under code authorizing jurisdiction over storm system, and further is required by Phase II of the National Pollution Discharge Elimination System program (FR Doc. 99-29181) authorized by the 1972 amendments to the Clean Water Act and the Indiana Department of Environmental Management's Construction Stormwater General Permit (CSGP) and Municipal Separate Storm Sewer System General Permit (MS4GP). Based on this authority and these requirements, this Ordinance regulates:

- (1) Discharges of prohibited non-stormwater flows into the storm drain system.
- (2) Stormwater drainage improvements related to development of lands located within the Town of Danville boundaries.
- (3) Drainage control systems installed during new construction and grading of lots and other parcels of land.
- (4) Stormwater, including stormwater runoff, snowmelt runoff, and surface runoff and drainage, associated with construction activity
- (5) Stormwater discharges from construction support activities directly related to construction sites subject to this ordinance.
- (6) Erosion and sediment control systems installed during new construction and grading of lots and other parcels of land.
- (7) The design, construction, and maintenance of stormwater drainage facilities and systems.
- (8) The design, construction, and maintenance of stormwater quality facilities and systems.

(B) This Ordinance shall be known and may be cited as the Stormwater Management Ordinance of the Town of Danville.

§ 00-05-53-002 ABBREVIATIONS.

For the purposes of this Ordinance, the following abbreviations shall apply unless the context clearly indicates or requires a different meaning.

BMP	Best Management Practice
CSGP	Construction Stormwater General Permit
COE	United States Army Corps of Engineers
CWA	Clean Water Act
EPA	U.S. Environmental Protection Agency
ERU	Equivalent Residential Unit
FEMA	Federal Emergency Management Agency
IDEM	Indiana Department of Environmental Management
IDNR	Indiana Department of Natural Resources

MS4	Municipal Separate Storm Sewer System
MS4GP	Municipal Separate Storm Sewer System General Permit
NOI	Notice of Intent
NOT	Notice of Termination
NPDES	National Pollution Discharge Elimination System
POTW	Publicly Owned Treatment Works
SFHA	Special Flood Hazards Area
SWPPP	Stormwater Pollution Prevention Plan
USGS	United State Geological Survey

§ 00-05-53-003 DEFINITIONS.

For the purposes of this Ordinance, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

AGRICULTURAL LAND DISTURBING ACTIVITY. Tillage, planting, cultivation, or harvesting operations to produce agricultural or nursery vegetative crops. The term also includes pasture renovation and establishment, the construction of agricultural conservation practices, and the installation and maintenance of agricultural drainage tile. For purposes of this rule, the term does not include land disturbing activities for the construction of agricultural related facilities, such as barns, buildings to house livestock, roads associated with infrastructure, agricultural waste lagoons and facilities, lake and ponds, wetlands, and other infrastructure.

BASE FLOW. Stream discharge derived from groundwater sources as differentiated from surface runoff. Sometimes considered to include flows from regulated lakes or reservoirs.

BEST MANAGEMENT PRACTICES (BMP). Design, construction, and maintenance practices and criteria for stormwater facilities that minimize the impact of stormwater runoff rates and volumes, prevent erosion, and capture pollutants.

CAPACITY (OF A STORM DRAINAGE FACILITY). The maximum flow that can be conveyed or stored by a storm drainage facility without causing damage to public or private property.

CATCH BASIN. A chamber usually built at the curb line of a street for the admission of surface water to a storm drain or subdrain, having at its base a sediment sump designed to retain grit and detritus below the point of overflow.

CHANNEL. A portion of a natural or artificial watercourse which periodically or continuously contains moving water, or which forms a connecting link between two bodies of water. It has a defined bed and banks which serve to confine water.

CONSTRUCTED WETLAND. A manmade shallow pool that creates growing conditions suitable for wetland vegetation and is designed to maximize pollutant removal.

CONSTRUCTION ACTIVITY. Land disturbing activities and land disturbing activities associated with the construction of infrastructure and structures. This term does not include routine ditch or road maintenance or minor landscaping projects.

CONSTRUCTION SITE ACCESS. A stabilized stone surface at all points of ingress or egress to

a project site, for the purpose of capturing and detaining sediment carried by tires of vehicles or other equipment entering or exiting the project site.

CONTIGUOUS. Adjoining or in actual contact with.

CONTOUR. An imaginary line on the surface of the earth connecting points of the same elevation.

CONTRACTOR OR SUBCONTRACTOR. An individual or company hired by the project site or individual lot owner, their agent, or the individual lot operation to perform services on the project site.

CONVEYANCE. Any structural method for transferring stormwater between at least two points. The term includes piping, ditches, swales, curbs, gutters, catch basins, channels, storm drains, and roadways.

CROSS SECTION. A graph or plot of ground elevation across a stream valley or a portion of it, usually along a line perpendicular to the stream or direction of flow.

CULVERT. A closed conduit used for the conveyance of surface drainage water under a roadway, railroad, canal, or other impediment.

DECHLORINATED SWIMMING POOL DISCHARGE. Chlorinated water that has either sat idle for seven days following chlorination prior to discharge to the MS4 conveyance, or, by analysis, does not contain detectable concentrations (less than five-hundredths (0.05) milligram per liter) of chlorinated residual.

DESIGN STORM. A selected storm event, described in terms of the probability of occurring once within a given number of years, for which drainage or flood control improvements are designed and built.

DETENTION. A facility constructed or modified to restrict the flow of stormwater to a prescribed maximum rate, and to detain concurrently the excess waters that accumulate behind the outlet.

DETRITUS. Dead or decaying organic matter; generally contributed to stormwater as fallen leaves and sticks or as dead aquatic organisms.

DEVELOPER. Any person financially or operationally responsible for construction activity, or an owner of property who sells or leases, or offers for sale or lease, any lots in a subdivision.

DEVELOPMENT. Construction and site preparation work involving structures or improvements of any kind, and all land disturbing activities including, but not limited to, digging, drilling, excavating, grading, clearing, earth moving, filling, or performing any subsurface work.

DISCHARGE. Usually the rate of water flow. A volume of fluid passing a point per unit time commonly expressed as cubic feet per second, cubic meters per second, gallons per minute, or millions of gallons per day.

DISPOSAL. The discharge, deposit, injection, spilling, leaking, or placing of any solid waste or hazardous waste into or on any land or water so that the solid waste or hazardous waste, or any constituent of the waste, may enter the environment, be emitted into the air, or be discharged into any waters, including ground waters.

DRAINAGE AREA. The area draining into a stream at a given point. It may be of different sizes for surface runoff, subsurface flow and base flow, but generally the surface runoff area is considered as the drainage area.

DRY WELL. A type of infiltration practice that allows stormwater runoff to flow directly into the ground via a bored or otherwise excavated opening the ground surface.

DURATION. The time period of a rainfall event.

ENVIRONMENT. The sum total of all the external conditions that may act upon a living organism or community to influence its development or existence.

EROSION. The wearing away of the land surface by water, wind, ice, gravity, or other geological agents. The following terms are used to describe different types of water erosion:

- (1) *Accelerated erosion.* Erosion much more rapid than normal or geologic erosion, primarily as a result of the activities of man.
- (2) *Channel erosion.* An erosion process whereby the volume and velocity of flow wears away the bed and/or banks of a well-defined channel.
- (3) *Gully erosion.* An erosion process whereby runoff water accumulates in narrow channels and, over relatively short periods, removes the soil to considerable depths, ranging from 1 to 2 feet to as much as 75-100 feet.
- (4) *Rill erosion.* An erosion process in which numerous small channels only several inches deep are formed; occurs mainly on recently disturbed and exposed soils (see *RILL*).
- (5) *Splash erosion.* The spattering of small soil particles caused by the impact of raindrops on wet soils, the loosened and spattered particles may or may not be subsequently removed by surface runoff.
- (6) *Sheet erosion.* The gradual removal of a uniform layer of soil from the land surface by runoff water.

EROSION AND SEDIMENT CONTROL. A practice, or a combination of practices, to minimize sedimentation by first reducing or eliminating erosion at the sourced and then as necessary, rapping sediment to prevent it from being discharged from or within a project site.

FILTER STRIP. Usually a long, relatively narrow area (usually 20-75 feet wide) of undisturbed or planted vegetation used near disturbed or impervious surfaces to filter stormwater pollutants for the protection of watercourses; reservoirs, or adjacent properties.

FLOATABLE. Any solid waste that will float on the surface of the water.

FLOOD (or FLOOD WATERS). A general and temporary condition of partial or complete inundation of normally dry land areas from the overflow, the unusual and rapid accumulation, or the runoff of surface waters from any source.

FLOODPLAIN. The channel proper and the areas adjoining the channel which have been or hereafter may be covered by the regulatory or 100-year flood. Any normally dry land area that is susceptible to being inundated by water for any natural source. The floodplain includes both the floodway and the floodway fringe districts.

FLOODWAY. The channel of a river or stream and those portions of the floodplains adjoining the channel which are reasonably required to efficiently carry and discharge the peak flow of the regulatory flood of any river or stream.

FLOODWAY FRINGE. That portion of the flood plain lying outside the floodway, which is inundated by the regulatory flood.

FOOTING DRAIN. A drainpipe installed around the exterior of a basement wall foundation to relieve water pressure caused by high groundwater elevation.

GARBAGE. All putrescible animal solid, vegetable solid, and semisolid wastes resulting from the processing, handling, preparation, cooking, serving, or consumption of food or food materials.

GASOLINE OUTLET. An operating gasoline or diesel fueling facility whose primary function is the resale of fuels.

GRADE.

- (1) The inclination or slope of a channel, canal, conduit, and the like, or natural ground surface usually expressed in terms of the percentage the vertical rise (or fall) bears to the corresponding horizontal distance.
- (2) The finished surface of a canal bed, roadbed, top of embankment, or bottom of excavation; any surface prepared to design elevation for the support of construction, such as paving or the laying of a conduit.
- (3) To finish the surface of a canal bed, roadbed, top of embankment, or bottom of excavation, or other land area to a smooth, even condition.

GRADING. The cutting and filling of the land surface to a desired slope or elevation.

GRASS. A member of the botanical family Poaceae, characterized by blade-like leaves that originate as a sheath wrapped around the stem.

GROUNDWATER. Accumulation of underground water, natural or artificial. The term does not include manmade underground storage or conveyance structures.

HABITAT. The environment in which the life needs of a plant or animal are supplied.

HIGHLY ERODIBLE LAND Land that has an erodibility index of eight or more. The soil erodibility index provides a numerical expression of the potential for a soil to erode considering the physical and chemical properties of the soil and the climatic conditions where it is located. The higher the index, the greater the investment needed to maintain the sustainability of the soil resource base if intensively cropped. It is defined to be the maximum of $(R \times K \times LS) / T$ (from the Universal Soil Loss Equation) and $(C \times I) / T$ (from Wind Erosion Equation), where R is a measure of rainfall and runoff, K is a factor of the susceptibility of the soil to water erosion, LS is a measure of the combined effects of slope length and steepness, C is a climatic characterization of windspeed and surface solid moisture and I is a measure of the susceptibility of the soil to wind erosion. erodibility index scores equal to or greater than 8 are considered highly erodible land.

ILLCIT DISCHARGE. Any discharge to a conveyance that is not composed entirely of stormwater except naturally occurring floatables, such as leaves or tree limbs.

IMPAIRED WATERS. Waters that do not or are not expected to meet applicable water quality standards, as included on IDEM's Clean Water Act (CWA) Section 303(d) List of Impaired Waters.

IMPERVIOUS SURFACE. Surfaces, such as pavement and rooftops, which prevent the infiltration of stormwater into the soil.

INDIVIDUAL BUILDING LOT or INDIVIDUAL LOT. A single parcel of land within a multi-parcel development.

INDIVIDUAL LOT OPERATOR. A contractor or subcontractor working on an individual lot.

INDIVIDUAL LOT OWNER. A person who has financial or operational control of construction activities for an individual lot.

INFILTRATION. Passage or movement of water into the soil. Infiltration practices include any structural BMP designed to facilitate the percolation of run-off through the soil to groundwater. Examples include infiltration basins or trenches, dry wells, and porous pavement.

INLET. An opening into a storm drain system for the entrance of surface stormwater runoff, more completely described as a storm drain inlet.

LAND-DISTURBING ACTIVITY. Any man-made change of the land surface, including removing vegetative cover that exposes the underlying soil, excavating, filling, transporting and grading.

LARGER COMMON PLAN OF DEVELOPMENT OR SALE. A plan, undertaken by a single project site owner or a group of project site owners acting in concert, to offer lots for sale or lease; where such land is contiguous, or is known, designated, purchased or advertised as a common unit or by a common name, such land shall be presumed as being offered for sale or lease as a part of a larger common plan. The term also includes phased or other construction activity by a single entity for its own use.

LOWEST ADJACENT GRADE. The elevation of the lowest grade adjacent to a structure, where the soil meets the foundation around the outside of the structure (including structural members such as basement walkout, patios, decks, porches, support posts or piers, and rim of the widow well).

LOWEST FLOOR.

(A) Refers to the lowest of the following:

- (1) The top of the basement floor.
- (2) The top of the garage floor, if the garage is the lowest level of the building.
- (3) The top of the first floor of buildings constructed on a slab or of buildings elevated on pilings or constructed on a crawl space with permanent openings; or
- (4) The top of the floor level of any enclosure below an elevated building where the walls of the enclosure provide any resistance to the flow of flood waters unless:
 - (a) The walls are designed to automatically equalize the hydrostatic flood forces on the walls by allowing for the entry and exit of flood waters, by providing a minimum of two opening (in addition to doorways and windows) having a total area of 1 square foot for every two square feet of enclosed area subject to flooding. The bottom of all such openings shall be no higher than 1 foot above grade.
 - (b) Such enclosed space shall be usable only for the parking of vehicles or building access.

MANHOLE. Storm drain structure through which a person may enter to gain access to an underground storm drain or enclosed structure.

MULCH. A natural or artificial layer of plant residue or other materials covering the land surface which conserves moisture, hold soil in place, aids in establishing plant cover, and minimizes temperature fluctuations.

MUNICIPAL SEPARATE STORM SEWERS (MS4). An MS4 meets all the following criteria:

- (1) Is a conveyance or system of conveyances owned by the State, County, City, Town, or other public entity;
- (2) Discharges to waters of the U.S.
- (3) Is designed or used for collecting or conveying stormwater;
- (4) Is not a combined sewer; and
- (5) Is not part of a Publicly Owned Treatment Works (POTW).

NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES). A permit developed by the U.S. EPA through the Clean Water Act. In Indiana, the permitting process has been delegated to IDEM. This permit covers aspects of municipal stormwater quality.

NON-POINT SOURCE POLLUTION. Pollution generally resulting from land runoff, precipitation, atmospheric deposition, drainage, seepage or hydrologic modification. Nonpoint source pollution, unlike pollution from industrial and sewage treatment plants, comes from many diffuse sources. It is caused by rainfall or snowmelt moving over and through the ground. As the runoff moves, it picks up and carries away natural and human-made pollutants, finally depositing them into lakes, rivers, wetlands, coastal waters and ground waters.

NUTRIENT(S).

- (1) A substance necessary of the growth and reproduction of organisms.
- (2) In water, those substances (chiefly nitrates and phosphates) that promote growth of algae and bacteria.

OPEN DRAIN. A natural watercourse or constructed open channel that conveys drainage water.

OUTFALL. The point, location, or structure where a pipe or open drain discharges to a receiving body of water.

OUTLET. The point of water disposal from a stream, river, lake, tidewater, or artificial drain.

PEAK DISCHARGE (OR PEAK FLOW). The maximum instantaneous flow from a given storm condition at a specific location.

PERCOLATION. The movement of water through soil.

PERMITTING OFFICER. The Public Works Administrator, unless the Town Council formally designates another official or employee of the Town of Danville to have the title, authority and responsibilities of this position.

PERVIOUS. Allowing movement of water.

POROUS PAVEMENT. A type of infiltration practice to improve the quality and reduce the quantity of stormwater run-off via the use of manmade, pervious pavement which allows run-off to percolate through the pavement and into underlying soils.

PROFESSIONAL ENGINEER. A person licensed under the laws of the State to practice professional engineering.

PROJECT SITE. The entire area on which construction activity is to be performed.

PROJECT SITE OWNER. The person required to submit a stormwater permit application, and required to comply with the terms of this Ordinance, including a developer or a person who has financial or operational control of construction activities, and project plans and specification, including the ability to make modifications to those plans and specifications.

RECEIVING STREAM, RECEIVING CHANNEL, or RECEIVING WATER. The body of water into which runoff or effluent is discharged. The term does not include private drains, unnamed conveyances, retention and detention basins, or constructed wetlands used as treatment.

RECHARGE. Replenishment of groundwater reservoirs by infiltration and transmission from the outcrop of an aquifer or from permeable soils.

REDEVELOPMENT. Alterations of a property that change a site or building in such a way that there are disturbances of 1 acre or more of land. The term does not include such activities as exterior remodeling.

REFUELING AREA. An operating gasoline or diesel fueling area whose primary function is to provide fuel to equipment or vehicles.

REGULATORY FLOOD. The discharge or elevation associated with the 100-year flood as calculated by a method and procedure which is acceptable and accepted by the Indiana Department of Natural Resources and the Federal Emergency Management Agency. The **REGULATORY FLOOD** is also known as the **BASE FLOOD**.

RELEASE RATE. The amount of stormwater release from a stormwater control facility per unit of time.

RESERVOIR. A natural or artificially created pond, lake or other space used for storage, regulation or control of water. May be either permanent or temporary. The term is also used in the hydrologic modeling of storage facilities.

RETENTION. The storage of stormwater to prevent it from leaving the development site. May be temporary or permanent.

RETENTION BASIN. A type of storage practice, that has no positive outlet, used to retain stormwater run-off for an indefinite amount of time. Runoff from this type of basin is removed only by infiltration through a porous bottom or by evaporation.

RETURN PERIOD. The average interval of time within which a given rainfall event will be equaled or exceeded once. A flood having a return period of 100 years has a 1% probability of being equaled or exceeded in any one year.

RIPARIAN HABITAT. A land area adjacent to a waterbody that supports animal and plant life associated with that waterbody.

RUNOFF. That portion of precipitation that flows from a drainage area on the land surface, in open channels, or in stormwater conveyance systems.

RUNOFF COEFFICIENT. A decimal fraction relating the amount of rain which appears as runoff and reaches the storm drain system to the total amount of rain falling. A coefficient of 0.5 implies that 50% of the rain falling on a given surface appears as stormwater runoff.

SEDIMENT. Solid material (both mineral and organic) that is in suspension, is being transported, or has been moved from its site of origin by air, water, gravity, or ice and has come to rest on the

earth's surface.

SEDIMENTATION. The process that deposits soils, debris and other unconsolidated materials either on the ground surfaces or in bodies of water or watercourses.

SENSITIVE AREA. Areas with highly erodible soils, wetlands, threatened or endangered species habitat, outstanding waters, impaired waters, recreational waters, and surface drinking water sources. Includes waterbodies in need of priority protection or remediation based on its:

- (1) Providing habitat for threatened or endangered species.
- (2) Usage as a public water supply intake.
- (3) Relevant community value.
- (4) Usage for full body contact recreation.
- (5) Limited use and outstanding State resource water classification as found in 327 IAC. 2-1-11 and 327 IAC. 2-1.5-19.

SITE. The entire area included in the legal description of the land on which land disturbing activity is to be performed.

SLOPE. Degree of deviation of a surface from the horizontal, measured as a numerical ratio or percent. Expressed as a ratio, the first number is commonly the horizontal distance (run) and the second is the vertical distance (rise) - e.g., 2:1 However, the preferred method for designation of slopes is to clearly identify the horizontal (H) and vertical (V) components (length and Width (W) components for horizontal angles). Also note that according to international standards (metric), the slope are presented as the vertical or width component shown on the numerator - e.g., 1V:2H. Slope expressions in this Ordinance follow the common presentation of slopes - e.g., 2:1 with the metric presentation shown in parenthesis - e.g., (1V:2H). Slopes can also be expressed in "percent". Slopes given in percent are always expressed as $(100 * V/H)$ - e.g., a 2:1 (1V:2H) slope is a 50% slope.

SOIL. The unconsolidated mineral and organic material on the immediate surface of the earth that serves as a natural medium for the growth of land plants.

SOLID WASTE. Any garbage, refuse, debris, or other discarded material.

SPILL. The unexpected, unintended, abnormal, or unapproved dumping, leakage, drainage, seepage, discharge, or other loss of petroleum, hazardous substances, extremely hazardous substances, or objectionable substances. The term does not include releases to impervious surfaces when the substance does not migrate off the surface or penetrate the surface and enter the soil.

STANDARDS. The Town of Danville Stormwater Technical Standards Manual.

STORM EVENT. An estimate of the unexpected amount of precipitation within a given period. For example, a ten-year frequency, 24-hour duration storm event is a storm that has a 10% probability of occurring in any one year. Precipitation is measured over a 24-hour period.

STORM SEWER. A closed conduit for conveying collected stormwater, while excluding sewage and industrial wastes. Also called a storm drain.

STORMWATER. Water resulting from rain, melting or melted snow, hail, or sleet.

STORMWATER POLLUTION PREVENTION PLAN (SWPPP). A plan developed to

minimize the impact of stormwater pollutants resulting from construction activities.

STORMWATER RUNOFF. The water derived from rains falling within a tributary basin, flowing over the surface of the ground or collected in channels or conduits.

STORMWATER QUALITY MEASURE. A practice, or a combination of practices, to control or minimize pollutants associated with stormwater runoff.

STORMWATER DRAINAGE SYSTEM. All means natural or man-made, used for conducting stormwater to, through or from a drainage area to any of the following: conduits and appurtenant features, canals, channels, ditches, storage facilities, swales, streams, culverts, streets and pumping stations.

STORMWATER UTILITY. A legal entity which provides maintenance, improvements, planning, regulation, permitting and administrative functions for the Town of Danville's stormwater collection system. A Stormwater Utility (like other Town Utilities) provides a method of generating revenues for these activities through user fees.

STRIP DEVELOPMENT. A multi-lot project where building lots front on an existing road.

SUBDIVISION. Any land that is divided or proposed to be divided into lots, whether contiguous or subject to zoning requirements, for the purpose of sale or lease as part of a large common plan of development or sale.

SURFACE RUNOFF. Precipitation that flows onto the surfaces of roofs, streets, the ground, and the like, and is not absorbed or retained by that surface but collects and runs off.

SWALE. An elongated depression in the land surface that is at least seasonally wet, is usually heavily vegetated, and is normally without flowing water. Swales conduct stormwater into primary drainage channels and may provide some groundwater recharge.

TEMPORARY STABILIZATION. The covering of soil to ensure its resistance to erosion, sliding, or other movement. The term includes vegetative cover, anchored mulch or other non-erosive material applied at a uniform density of 70% across the disturbed area.

TOPOGRAPHIC INFORMATION. Graphical portrayal of the topographic features of a land area, showing both the horizontal distances between the features and their elevations above a given datum.

TOPOGRAPHY. The representation of a portion of the earth's surface showing natural and man-made features of a given locality such as rivers, streams, ditches, lakes, roads, building and most importantly, variations in ground elevations for the terrain of the area.

TRAINED INDIVIDUAL. An individual who is trained and experienced in the principles of stormwater management, including erosion and sediment control as is demonstrated by completion of coursework, State registration, professional certification, or annual training that enable the individual to make judgments regarding stormwater management, treatment, and monitoring.

URBANIZATION. The development, change, or improvement of any parcel of land consisting of one or more lots for residential, commercial, industrial, institutional, recreational or public utility purposes.

WATER QUALITY. A term used to describe the chemical, physical, and biological characteristics

of water, usually in respect to its suitability for a particular purpose.

WATER RESOURCES. The supply of groundwater and surface water in a given area.

WATERBODY. Any accumulation of water, surface, or underground, natural or artificial, excluding water features designed and designated as water pollution control facilities.

WATERCOURSE. Any river, stream, creek, brook, branch, natural or man-made drainageway in or into which stormwater runoff or floodwaters flow either continuously or intermittently.

WATERSHEDS. The region drained by or contributing water to a specific point that could be along a stream, lake or other stormwater facility. **WATERSHEDS** are often broken down into subareas for the purposes of hydrologic modeling.

WETLANDS. Areas that are inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions.

§ 00-05-53-004 FINDINGS.

The Town of Danville finds that:

- (A) Water bodies, roadways, structures, and other property within and downstream of Town of Danville are at times subjected to flooding.
- (B) Flooding is a danger to the lives and property of the public and is also a danger to the natural resources of the region.
- (C) Land development alters the hydrologic response of watersheds, resulting in increased stormwater runoff rates and volumes, increased flooding, increased stream channel erosion, and increased sediment transport and deposition.
- (D) Soil erosion resulting from land-disturbing activities causes a significant amount of sediment and other pollutants to be transported off-site and deposited in ditches, streams, wetlands, lakes, and reservoirs.
- (E) Increased stormwater runoff rates and volumes, and the sediments and pollutants associated with stormwater runoff from future development projects within Danville will, absent reasonable regulation and control, adversely affect the Town of Danville's water bodies and water resources.
- (F) Pollutant contributions from illicit discharges within the Town of Danville will, absent reasonable regulation, monitoring, and enforcement, adversely affect the Town's water bodies and water resources.
- (G) Stormwater runoff, soil erosion, non-point source pollution, and illicit sources of pollution can be controlled and minimized by the regulation of stormwater management.
- (H) Adopting the standards, criteria, and procedures contained and referenced in this Ordinance and implementing the same will address many of the deleterious effects of stormwater runoff and illicit discharges.
- (I) Adopting this Ordinance is necessary for the preservation of the public health, safety, and welfare, for the conservation of our natural resources, and for compliance with State and Federal regulations.

§ 00-05-53-005 PURPOSE.

- (A) The purpose of this Ordinance is to provide for the health, safety, and general welfare of the citizens of Town of Danville through the regulation of stormwater and non-stormwater discharges to the storm drainage system and to protect, conserve and promote the orderly development of land and water resources within the Town of Danville. This Ordinance establishes methods for managing the quantity and quality of stormwater entering the storm drain system to comply with State and Federal requirements.
- (B) The objectives of this Ordinance are:
- (1) To reduce the hazard to public health and safety caused by excessive stormwater runoff.
 - (2) To regular the contribution of pollutants to the storm drain system from construction site runoff.
 - (3) To regular the contribution of pollutants to the storm drain system from runoff from new development and re-development.
 - (4) To prohibit illicit discharges into the storm drain system.
 - (5) To establish legal authority to carry out all inspection, monitoring, and enforcement procedures necessary to ensure compliance with this Ordinance.

§ 00-05-53-006 RESPONSIBILITY FOR ADMINISTRATION.

The Town of Danville shall administer, implement, and enforce the provisions of this Ordinance. Any powers granted or duties imposed upon the authorized enforcement agency may be delegated in writing by the Town of Danville to qualified persons or entities acting in the beneficial interest of or in the employ of the Town of Danville.

§ 00-05-53-007 CONFLICTING ORDINANCES.

The provisions of this Ordinance shall be deemed as additional requirements to minimum standards required by other Town of Danville Ordinances, and as supplemental requirements to IDEM's CSGP and MS4GP. In case of conflicting requirements, the most restrictive shall apply.

§ 00-05-53-008 INTERPRETATION.

Words and phrases in this Ordinance shall be construed according to their common and accepted meanings, except that words and phrases defined in this Ordinance shall be construed according to the respective definitions given in that section. Technical words and technical phrases that are not defined, in this Ordinance but which have acquired particular meanings in law or in technical usage shall be construed according to such meanings.

§ 00-05-53-009 SEVERABILITY

The provisions of this Ordinance are hereby declared severable, and if any court of competent jurisdiction should declare any part or provision of this Ordinance invalid or unenforceable, such invalidity or unenforceability shall not affect any other part or provision of the ordinance.

§ 00-05-53-010 EFFECTIVE DATE

This Ordinance shall become effective after its final passage, approval, and publication as required by law.

§ 00-05-53-011 DISCLAIMER OF LIABILITY

The degree of protection required by this Ordinance is considered reasonable for regulatory purposes and is based on historical records, engineering, and scientific methods of study. Larger storms may occur or stormwater runoff amounts may be increased by man-made or natural causes. This Ordinance does not imply that land uses permitted will be free from stormwater damage. This Ordinance shall not create liability on the part of Town of Danville or any officer, representative, or employee thereof, for any damage which may result from reliance on this Ordinance or on any administrative decision lawfully made there under.

PROHIBITED DISCHARGES AND CONNECTIONS; ILLICIT DISCHARGES

§ 00-05-53-100 APPLICABILITY AND EXEMPTIONS.

- (A) This chapter applies to all discharges, including illegal dumping, entering the storm drain system under the control of the Town of Danville, regardless of whether the discharge originates from developed or undeveloped lands, and regardless of whether the discharge is generated from an active construction site or a stabilized site. These discharges include flows from direct connections to the storm drain system, illegal dumping, and contaminated runoff.
- (B) Stormwater runoff from agricultural, timber harvesting, and mining activities is exempt from the requirements of this chapter unless determined to contain pollutants not associated with such activities or in excess of standard practices. Farm residences are not included in this exemption.
- (C) Any non-stormwater discharge permitted under an NPDES permit, waivers, or waste discharge order issued to the discharger and administered under the authority of the USEPA, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written acceptance has been granted for the subject discharge to the storm drain system, is also exempted from this chapter.
- (D) Notwithstanding other requirements in this chapter, the following categories of non-stormwater discharges or flows are exempt from the requirements of this chapter, provided the discharge is located a minimum of four feet from public right of way and adjacent property lines:
 - (1) Water line and hydrant flushing;
 - (2) Irrigation water;
 - (3) Footing, foundation, and crawl space drains (uncontaminated);
 - (4) Storm sewer cleaning water (uncontaminated);
 - (5) Fire suppression activities;
 - (6) Uncontaminated ground water;
 - (7) Springs;
 - (8) Residential car washing;
 - (9) Non-commercial car washing by community organizations, provided runoff does not

contribute to erosion, does not discharge sediment to stormwater conveyances, and uses either no detergents/soaps or only biodegradable, non-toxic, and phosphate free detergents/soaps;

- (10) External building wash down, without detergents;
- (11) Dechlorinated/dibrominated residential swimming pool discharges;
- (12) Uncontaminated ground water infiltration (as defined at 40 CFR 35.2005 (20));
- (13) Pavement wash waters provided spills or leaks of toxic or hazardous materials have not occurred (unless all spill material has been removed) and where detergents are not used;
- (14) Uncontaminated condensate from air conditioning units, coolers, and other compressors, and from outside storage of refrigerated gases or liquids;
- (15) Dye-testing authorized by the Town of Danville.

§ 00-05-53-101 PROHIBITED DISCHARGES AND CONNECTIONS.

- (A) No person shall discharge to a MS4 conveyance, watercourse, or waterbody, directly or indirectly, any substance other than stormwater or an exempted discharge. Any person discharging stormwater shall effectively minimize pollutants from also being discharged with the stormwater, though the use of BMPs referred to in the Town of Danville Stormwater Technical Standards Manual.
- (B) The Town of Danville is authorized to require dischargers to implement pollution prevention measures, utilizing BMPs, necessary to prevent or reduce the discharge of pollutants into the Town of Danville's stormwater drainage system.

§ 00-05-53-103 STORAGE OF HAZARDOUS OR TOXIC MATERIAL.

Storage or stockpiling of hazardous or toxic material within any watercourse, or in its associated floodway or floodplain, is strictly prohibited. Storage or stockpiling of hazardous or toxic material, including sewage treatment plant stockpiles, on active construction sites must include adequate protection and/or containment to prevent any such materials from entering any temporary or permanent stormwater conveyance or watercourse.

§ 00-05-53-104 PRIVATE PROPERTY MAINTENANCE DUTIES.

Every person owning property through which a watercourse passes, or such person's lessee, property occupant, or person who otherwise holds a controlling interest in the property, shall keep and maintain that part of the watercourse located within their property boundaries, free of trash, debris, excessive vegetation, and or the obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. The owner, lessee, property occupant, or person who otherwise holds a controlling interest in the property, shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse. It shall be the property owner's, lessee's, property occupant's, or person's who otherwise holds a controlling interest in the property, responsibility to maintain the watercourses on the property and to take preventive measures against any and all erosion and/or deterioration of natural or manmade features on their lots. Owner/lessee/property occupant/person who holds a controlling interest in the property maintenance responsibilities shall include the following:

- (A) Maintaining the watercourse free of trash, debris, excessive vegetation, and obstacles that impede flow;
- (B) Not removing healthy bank vegetation beyond that actually necessary for maintenance;
- (C) Not removing vegetation in such a manner that makes the banks vulnerable to erosion; and
- (D) Maintaining and stabilizing the watercourse in order to protect against erosion and degradation.

§ 00-05-53-105 SPILL REPORTING.

- (A) Any discharger who discharges into a waterbody any substance other than stormwater or an exempted discharge shall immediately inform the Danville Stormwater Department, Danville Fire Department, and Hendricks County Dispatch concerning the discharge.
- (B) A written report concerning the discharge shall be filed with the Town of Danville and IDEM, by the person responsible for the discharge, within five days. The written report shall specify:
 - (1) The composition of the discharge and the cause;
 - (2) The date, time, and estimated volume of the discharge;
 - (3) All measures taken to clean up the accidental discharge and all measures proposed to be taken to prevent any recurrence; and
 - (4) The name and telephone number of the person making the report, and the name and telephone number of a person who may be contacted for additional information on the matter.
- (C) A properly reported accidental discharge shall be an affirmative defense to a civil infraction proceeding brought under this chapter against a discharger for such discharge. It shall not however, be a defense to a legal action brought to obtain an injunction, to obtain recovery of costs or to obtain other relief because of or arising out of the discharge. A discharge shall be considered properly reported only if the discharger complies with all the requirements of this section. This requirement does not relieve discharge from notifying other entities as required by State or Federal regulations.

§ 00-05-53-106 INSPECTIONS AND MONITORING.

- (A) *Storm drainage system.* Town of Danville has the authority to periodically inspect the storm drainage system, whether publicly or privately owned, to detect and eliminate illicit connections and discharges into the system. The inspection may include a screening of discharges from outfalls connected to the system to determine if prohibited flows are being conveyed into the storm drainage system. It could also include spot testing of waters contained in the storm drainage system itself to detect the introduction of pollutants into the system by means other than a defined outfall, such as dumping or contaminated sheet runoff.
- (B) *Potential polluters.* If, as a result of the storm drainage system inspection, a discharger is suspected of an illicit discharge, the Town of Danville may inspect and/or obtain stormwater samples from stormwater runoff facilities of the subject discharger, to determine compliance with the requirements of this chapter. Upon request, the discharger shall allow the Town of Danville properly identified representative to enter upon the premises of the discharger at all hours necessary for the purposes of such inspection or sampling. The Town of Danville or its

properly identified representative may place on the discharger's property the equipment or devices used for such sampling or inspection.

- (C) *New development and re-development.* Following the final completion of construction and the receipt of as-built drawings, the Town of Danville has the authority to inspect new development and re-development sites to verify that all on-site stormwater conveyances and connections to the storm drainage system are in compliance with this chapter.

§ 00-05-53-106 ENFORCEMENT.

Identified illicit connections or discharges shall be subject to enforcement action as described in §§ 00-05-53-900 et seq.

STORMWATER QUANTITY MANAGEMENT

§ 00-05-53-200 APPLICABILITY AND EXEMPTIONS.

- (A) *Applicability.* The storage and controlled release rate of excess stormwater runoff shall be required for any redevelopment or other new construction located within the Town of Danville if soil disturbance greater than or equal to one acre is proposed and operations that result in the land disturbance of less than 1 acre of total land area that are part of a larger common plan of development or sale.
- (B) *Exemptions for detention requirements.* Detention will not be required for the following:
- (1) Land alterations for the construction, enlargement, or location (on a permanent foundation) of a one-family dwelling, two-family dwelling, or accessory structure appurtenant to either a one- or two- family dwelling; notwithstanding the requirements for an individual lot plot plan permit in this chapter.
 - (2) Accepted fill area or one-time addition to existing commercial buildings that do not increase the amount of impervious area on-site by more than a total of 0.5 acres, provided the existing runoff patterns and flow capacity within the property will not be altered by the filling operations.
 - (3) Land-disturbing activities where there will be no additional impervious surfaces associated with the final completed project, including but not limited to, ditch construction/reconstruction and utility installation/maintenance activities.
 - (4) Notwithstanding the provisions of § 00-05-53-201 those site developments where the stormwater management system has been designed such that:
 - (a) After combining flows from both the off-site and on-site drainage areas, there will be no increase in the total peak discharge from the developing site during the two-, ten-, and 100-year storm events; and
 - (b) The volume of runoff for each project site outlet has not been increased for the two-, ten- and 100-year storm events; and
 - (c) The flow width and velocity at the property boundary line of each sub-basin is less than or equal to that flow width and velocity which existed prior to the development for the two-, ten-, and 100-year storm events.

§ 00-05-53-201 POLICY ON STORMWATER QUANTITY MANAGEMENT.

(A) *Detention Policy.* It is recognized that most streams and drainage channels serving the Town of Danville do not have sufficient capacity to receive and convey stormwater runoff resulting from continued urbanization. Accordingly, except for situations provided in § 00-05-53-202 (C) and (D), the storage and controlled release of excess stormwater runoff shall be required for all developments and redevelopments (as defined in § 00-05-53-006) located within the Town of Danville.

(B) *Floodplain Storage Policy.*

- (1) Floodplains exist adjacent to all natural and man-made streams, regardless of contributing drainage area or whether they have been previously identified or mapped. Due to potential impacts of floodplain loss of peak flows in streams and on the environment, disturbance to floodplains should be avoided. When the avoidance of floodplain disturbance is not practical, the natural functions of floodplain should be preserved to the extent possible.
- (2) Compensatory excavation equivalent to the floodplain storage lost (no net loss) shall be required for all activities within floodplain of streams located in the Town of Danville where the drainage area of the stream upstream of the project is equal or larger than 1 square mile. This requirement shall be considered to be above and beyond the minimum requirements provided in the applicable flood hazard areas ordinance currently in effect in the Town of Danville. The Town of Danville may alter the compensation ratio, based on extenuating circumstances, for a specific project.
- (3) Compensatory storage is the replacement of the existing floodplain storage lost due to fill. Compensatory storage is required when a portion of the floodplain is filled or when as a result of a project a change in the channel hydraulics occurs that reduces the existing available floodplain storage. The compensatory storage should be located adjacent or opposite the placement of the fill and maintain an unimpeded connection to an adjoining floodplain area.
- (4) Computations must show no net loss of floodplain storage for 2-year, 10-year, 50-year, and 100- year storm events. That is, the post-development 2-year floodplain storage along a stream shall be the same as 2-year pre-development floodplain storage along the stream within the property limits, the post-development 1 Q-year floodplain storage along a stream shall be the same as 10- year pre-development floodplain storage along the stream within the property limits, and so on.
- (5) Calculations for floodplain volume shall be submitted in tabular form showing calculations by cross-section. The volume of floodplain storage under the without-project conditions and the with-project conditions should be determined using the average-end-area method with plotted cross-sections at a horizontal to vertical ratio of between 5:1 and 10:1, with 2- through 100-year flood elevations noted on each cross section. The scale chosen should be large enough to show the intent of proposed grading. Cross-sections should reflect both the existing and proposed conditions on the same plot. The location and extent of the compensatory storage area as well as the location and orientation of cross-sections should be shown on the grading plan.

§ 00-05-53-202 STORMWATER QUANTITY REQUIREMENTS.

(A) *General release rates.*

- (1) In general, the post-development release rates for developments up to and including the 10-year return period storm may not exceed 0.1 cubic feet per second per acre of development. The post-development release rate for developments for the 11 through 100-year return period storms shall not exceed 0.3 cubic feet per second per acre of development.
- (2) In no instance shall the post-developed runoff exceed the pre-developed runoff in the 2-year, 10-year, or 100-year peak design storms.
- (3) For sites where the pre-developed area has more than 1 outlet, the release rate should be computed based on pre-developed discharge to each outlet point. The computed release rate for each outlet point shall not be exceeded at the respective outlet point even if the post developed conditions would involve a different arrangement of outlet points.

(B) *Site-specific release rates for sites with depressional storage.*

- (1) For sites where depressional storage exists, the general release rates provided above may have to be further reduced. If depressional storage exists at the site, site-specific release rates must be calculated according to methodology described in the Town of Danville Stormwater Technical Standards Manual, accounting for the depressional storage by modeling it as a pond whose outlet is a weir at an elevation that stormwater can currently overflow the depressional storage area. Post-developed release rate for sites with depressional storage shall be the two-year pre-developed peak runoff rate for the post-developed ten-year storm and ten-year pre-developed peak runoff rate for the post-developed 100-year storm. In no case shall the calculated site-specific release rates be larger than general release rates provided above.
- (2) Also note that for determining the post-developed peak runoff rate, the depressional storage must be assumed to be filled unless the Town of Danville can be assured, through dedicated easement, that the noted storage will be preserved in perpetuity.

(C) *Management of off-site runoff.*

- (1) Runoff from all upstream tributary areas (off-site land areas) may be bypassed around the detention/retention facility without attenuation. Such runoff may also be bypassed through the detention/retention facility without attenuation, provided that a separate outlet system or channel is incorporated for the safe passage of such flows, i.e., not through the primary outlet of a detention facility. Unless the pond is being designed as a regional detention facility, the primary outlet structure shall be sized and the invert elevation of the emergency overflow weir determined according to the on-site runoff only. Once the size and location of primary outlet structure and the invert elevation of the emergency overflow weir are determined by considering on-site runoff, the 100-year pond elevation is determined by routing the entire inflow, on-site and off-site, through the pond.
- (2) Note that the efficiency of the detention/retention facility controlling the on-site runoff may be severely affected if the off-site area is considerably larger than the on-site area. As a general guidance, on-line detention may not be effective in controlling on-site runoff where the ratio of off-site area to on-site area is larger than 5:1. Additional detention (above and beyond that required for on-site area) may be required by the Town of Danville when the ratio of off-site area to on-site area is larger than 5:1.

(D) *Downstream restrictions.*

- (1) In the event the downstream receiving channel or storm sewer system is inadequate to accommodate the post-developed release rate provided above, then the allowable release rate shall be reduced to that rate permitted by the capacity of the receiving downstream channel or storm sewer system. Additional detention, as determined by the Town of Danville, shall be required to store that portion of the runoff exceeding the capacity of the receiving sewers or watercourses. When such downstream restrictions are suspected, the Town of Danville may require additional analysis to determine the receiving system's limiting downstream capacity.
- (2) If the proposed development makes up only a portion of the undeveloped watershed upstream of the limiting restriction, the allowable release rate for the development shall be in direct proportion to the ratio of its drainage area to the drainage area of the entire watershed upstream of the restriction.

(E) *Direct Release Provisions*

- (1) Due to unknowns regarding the future development patterns and the associated proposed stormwater quantity and quality management systems within a watershed, it is the policy of the Town of Danville to discourage direct release of runoff from a new development or redevelopment without providing detention. However, in rare circumstances, where a comprehensive watershed-wide hydrologic study or watershed plan of a major stream adopted by the Town of Danville (not a "beat the peak" analysis) substantiates the benefits of (or allows for) direct release for a proposed development located adjacent to a major stream, the detention requirements set in this Ordinance may be waived. Other special circumstances when such a waiver may be considered by the Town of Danville include situations where the design of a regional pond has already taken into account the provision of direct release in certain areas in the watershed or when the subject development is immediately next to a major stream that has a larger than 100 square mile drainage area.

(F) *Grading and building pad elevations.*

- (1) Maximum yard slopes are 3:1 where soil has been disturbed during construction processes. Finished floor elevation must be no less than 15 inches above finished grade and a minimum of 15 inches above an adjacent road elevation unless a written variance is granted by the Town of Danville.
- (2) For all structures located in the SFHA as shown on the FEMA maps, the lowest floor elevations of all residential, commercial, or industrial buildings, shall be such that lowest floor elevation, including basement, shall be at the flood protection grade and therefore have two feet of freeboard above the 100-year flood elevation.
- (3) The Lowest adjacent grade for residential, commercial, or industrial buildings outside a FEMA or IDNR designated floodplain shall have two feet of freeboard above the flooding source's 100-yr flood elevation under proposed conditions, unless the flooding source is a rear-yard swale. When the flooding is a rear-yard swale, the lowest adjacent grade for residential, commercial, or industrial buildings shall have two feet of freeboard above the 100-year flood elevation under proposed conditions or be separated by a minimum distance of 50 feet from the proposed-condition 100-year flood boundary.
- (4) For areas outside a FEMA or IDNR designated floodplain, the lowest adjacent grade (including walkout basement floor elevation) for all residential, commercial, or industrial

buildings adjacent to ponds shall be set a minimum of two feet above the 100-year pond elevation or two feet above the emergency overflow weir elevation, whichever is higher. In addition to the lowest adjacent grade requirements, any basement floor must be at least a foot above the permanent water level (normal pool elevation).

- (5) The 100-year flow paths throughout the development, whether shown on FEMA maps or not, must be shown as hatched area on the plans and 30 feet along the centerline of the flow path contained within permanent drainage easements. No fences or landscaping can be constructed within the easement areas that may impede the free flow of stormwater. These areas are to be maintained by the property owners or be designated as common areas that are to be maintained by the homeowner's association. The lowest adjacent grade for all residential, commercial, or industrial buildings shall be set a minimum of 1 foot above the noted overflow path/ponding elevation.

(G) *Acceptable outlet and adjoining property impacts policies.*

- (1) Design and construction of the stormwater facility shall provide for the discharge of the stormwater runoff from off-site land areas as well as the stormwater from the area being developed (on-site land areas) to be acceptable outlet(s) (as determined by the Town of Danville) having capacity to receive upstream (off-site) and on-site drainage. The flow path from the development outfall(s) to a regulated drain or natural watercourse (as determined by the Town of Danville) shall be provided on an exhibit that includes topographic information. Any existing field tile encountered during the construction shall also be incorporated into the proposed stormwater drainage system or tied to an acceptable outlet.
- (2) Where the outfall from the stormwater drainage system of any development flows through real estate owned by others prior to reaching a regulated drain or watercourse, no acceptance shall be granted for such drainage system until all owners of real estate crossed by the outfall consent in writing to the use of their real estate through a recorded easement. In addition, no activities conducted as part of the development shall be allowed to obstruct the free flow of flood waters from an upstream property. If an adequate outlet is not located on site, then off-site drainage improvements may be required. Those improvements may include, but are not limited to, extending storm sewers, clearing, dredging and/or removal of obstructions to open drains or natural watercourses, and the removal or replacement of undersized culvert pipes as required by the Town of Danville.

§ 00-05-53-203 CALCULATIONS AND DESIGN STANDARDS AND SPECIFICATIONS.

- (A) The calculation methods as well as the type, sizing, and placement of all stormwater facilities shall meet the design criteria, standards, and specifications outlined in the Town of Danville Stormwater Technical Standards Manual. The methods and procedures in the Town of Danville Stormwater Technical Standards Manual are consistent with the policies stated above.
- (B) Computations must show no net loss of floodplain storage for two-year, ten-year, 50-year, and 100-year storm events. That is, the post-development two-year floodplain storage along a stream shall be the same as two-year pre-development floodplain storage along the stream within the property limits, the post-development ten-year floodplain storage along a stream

shall be the same as ten-year pre-development floodplain storage along the stream within the property limits, and so on.

- (C) Calculations for floodplain volume shall be submitted in tabular form showing calculations by cross-section. The volume of floodplain storage under the without-project conditions and the with-project conditions should be determined using the average-end-area method with plotted cross-sections at a horizontal to vertical ratio of between 5:1 and 10:1, with two though 100-year flood elevations noted on each cross section. The scale chosen should be large enough to show the intent of proposed grading. Cross-sections should reflect both the existing and proposed conditions on the same plot. The location and extent of the compensatory storage area as well as the location and orientation of cross-sections should be shown on the grading plan.

§ 00-05-53-204 DRAINAGE EASEMENT REQUIREMENTS.

- (A) There shall be no trees or shrubs planted, nor any structures or fences erected in any drainage easement, unless otherwise accepted by the Town of Danville.
- (B) All stormwater systems, including detention or retention basins, conveyance systems, structures and appurtenance, located outside of the right-of-way may be incorporated into the Town's system at the discretion of the Town of Danville. The developer shall petition to incorporate the storm system into the Town of Danville's system. The Stormwater Management Permit shall not be approved until such petition is submitted in a form accepted by the Town of Danville.
- (1) The following specific areas shall be included in a petition:
- (a) All new channels, drain tiles equal to or greater than eight inches in diameter, inlet and outlet structures of detention and retention ponds, and appurtenances thereto as required by this chapter, that are installed in subdivisions requiring a Stormwater Management Permit from the Town of Danville shall be petitioned to become incorporated into the Town of Danville's system upon completion, proper inspection, and acceptance by the Town of Danville. New drain tiles refer to all sub-surface stormwater piping, tubing, tiles, manholes, inlets, catch basins, risers, etc.
 - (b) New drain tile, 12-inch or greater in diameter, shall be placed in a minimum 30-foot easement (fifteen feet from centerline on each side) and shall be designated on the record plat as 30-foot drain easement. Wider easements may be required by the Town of Danville when the depth of pipe is greater than six to ten feet, depending on the pipe size.
 - (c) A minimum of 25 feet from top of the bank on each side of a new channel shall be designated on the record plat as a drain easement.
 - (d) Rear-yard swales and emergency overflow paths associated with detention ponds shall not be included in petition for incorporation. However, a minimum of 30 feet width (15 feet from centerline on each side) needs to be designated as drainage easement.
 - (e) A minimum of 30 feet beyond the actual footprint (top of the bank) of stormwater detention facilities shall be designated as drainage easement. A minimum 30-foot width easement shall also be required as access easement unless the pond is immediately next to a public right-of-way.

- (f) An annual maintenance assessment shall be set up on each new drain established in a new subdivision. The amount of the assessment will be determined by the Town of Danville and so certified.
 - (g) Where the Town of Danville is responsible for maintenance of the drainage system, drainage easements of 75 feet from the top of bank on each side of the channel or each side of the tile centerline must be dedicated to Town of Danville. In addition, a minimum of 25-foot-width of vegetative filter strip must be provided and maintained along top-of-bank, on each side, by the applicant within these easements.
- (2) Municipalities and schools. All new channels, swales, drain tiles, inlet and outlet structures of detention and retention ponds, an appurtenance thereto as required by this chapter, that are installed on the municipal or school property will be maintained, repaired, and constructed by the entity and will not become Town of Danville drains. The design must meet the standards of the Town of Danville Stormwater Technical Standards Manual for sizing and installation. Any off-side portion of the drainage system must be within easements and have clearly defined maintenance agreements.

(Od. 2004-12, passed 1-5-2005)

§ 00-05-53-205 PLACEMENT OF UTILITIES.

No utility company may disturb existing storm drainage facilities without the consent of the Town of Danville, whose decision may be appealed to the Town of Danville Town Council. All existing drainage facilities shall have senior rights and damage to said facilities shall result in penalties as prescribed in § 00-05-53-999.

§ 00-05-53-206 STRUCTURES NEAR REGULATED DRAINS.

For regulated drains not located in platted subdivisions, unless otherwise accepted by the Town of Danville, no permanent structures (including fences) shall be erected within 75 feet measured at right angles from:

- (A) The existing top edge of each bank of a regulated open drain, as determined by the Town of Danville; or
- (B) The center line of a tiled regulated drain.

§ 00-05-53-207 REVIEW PROCESS AND APPROVAL.

- (A) Design plans, technical information, and calculations shall be submitted per the application process in § 00-05-53-500 et seq.
- (B) It will be the responsibility of the project site owner to ensure proper construction and installation of all stormwater quantity measures in compliance with this chapter, the approved Stormwater Management Permit, and CSGP.

§ 00-05-53-208 INSPECTION, MAINTENANCE, RECORD KEEPING, AND REPORTING.

(A) *Inspection by the Town of Danville.*

- (1) After the approval of the Stormwater Management Permit by the Town of Danville and

the commencement of construction activities, the Town of Danville has the authority to conduct inspections of the work being done to ensure full compliance with the provisions of this chapter, Town of Danville Stormwater Technical Standards Manual, CSGP, and conditions of the approved permit.

- (2) The Town of Danville has the authority to perform or require inspections of all public or privately owned stormwater facilities and BMPs.

(B) *Owner operation and maintenance.*

- (1) An operation and maintenance manual (O&M Manual) shall be prepared and submitted for approval in accordance with § 00-05-53-502 of this chapter and must include the information in the Town of Danville Stormwater Technical Standards Manual.

- (2) Following construction completion, the operation, maintenance, and inspection of stormwater quantity measure(s) shall be the long-term responsibility of the owner of the stormwater quantity measure(s) or person with a controlling interest in the stormwater quantity measure(s).

- (3) Stormwater quantity facilities shall be maintained in good condition, in accordance with operation and maintenance manual approved under the Stormwater Management Permit, and shall not be subsequently altered, revised, or replaced without the approval of the Town of Danville.

- (4) The owner of, or person with a controlling interest in, stormwater quantity facilities shall be responsible for inspections that evaluate physical conditions, available storage capacity, and the operational condition of the stormwater quantity measure in accordance with the operation and maintenance manual. The owner/person with controlling interest must conduct necessary inspections at least once per year. The inspections shall follow the operation and maintenance procedures listed in the *Indiana Stormwater Quality Manual* and/or the approved O&M Manual. Inspection requirements of the O&M Manual shall not be altered without approval from the Town of Danville.

- (5) If deficiencies are found during an inspection by the Town of Danville, the owner/person with controlling interest of the facility will be notified by Town of Danville and will be required to take all necessary measures to correct such deficiencies. If the owner/person with controlling interest fails to correct the deficiencies within the allowed time period, as specified in the notification letter, the Town of Danville will undertake the work and collect from the owner/person with controlling interest using lien rights, if necessary.

- (C) Assignment of responsibility for maintaining facilities serving more than one lot or holding shall be documented by appropriate covenants to property deeds, unless responsibility is formally accepted by a public body, and determined before the final stormwater permit is approved. Stormwater detention/retention basins may be donated to the Town of Danville or other unit of government designated by the Town of Danville, for ownership and permanent maintenance providing the Town of Danville or other governmental unit is willing to accept responsibility.

- (D) Inspection reports and documentation records must be maintained by the owner/person with controlling interest for a period of 5 years and produced upon request by Town of Danville personnel within 48 hours of the request.

STORMWATER POLLUTION PREVENTION FOR CONSTRUCTION SITES

§ 00-05-53-300 APPLICABILITY AND EXEMPTIONS.

- (A) *Applicability.* This section applies to development and redevelopment within the Town of Danville with a projected land disturbance of 1 acre or more, and operations that result in the land disturbance of less than 1 acre of total land area that are part of a larger common plan of development or sale. § 00-05-53-302 provide guidelines for calculating land disturbance and additional descriptions of construction activities.
- (B) *Exemptions.* The requirements under this chapter do not apply to the following activities, provided other applicable State permits contain provisions requiring immediate implementation of soil erosion control measures.
- (1) Agricultural land-disturbing activities, including tillage, planting, cultivation, or harvesting operations to produce agricultural or nursery and vegetative crops, pasture renovation and establishment, the construction of agricultural conservation practices, and the installation and maintenance of agricultural drainage tile.
 - (2) Silvicultural activities associated with nonpoint discharges (40 CFR 122.27).
 - (3) Stormwater discharges associated with oil and gas exploration, production, processing or treatment operations, or transmission facilities (40 CFR 122.26).
 - (4) Ditch maintenance for activities performed on a regulated drain by a County drainage board as defined in this Ordinance and IC 36-9-27.
 - (5) The land-disturbing activities listed below, provided other applicable permits contain provisions requiring immediate implementation of erosion and sediment control measures and stormwater management measures:
 - (a) Landfills that have been issued a certification of closure under 329 IAC 10.
 - (b) Coal mining activities permitted under IC 14-34.
 - (c) Municipal solid waste landfills that are accepting waste pursuant to a permit issued by IDEM under 329 IAC 10 that contains equivalent stormwater requirements, including the expansion of landfill boundaries and construction of new cells either within or outside the original solid waste permit boundary.
- (C) *Discharges authorized by this chapter.* This chapter authorizes the following discharges to waters of the State:
- (1) Stormwater, including stormwater run-off, snowmelt run-off, and surface run-off and drainage, associated with construction activity (40 CFR § 122.26(b)(14) or § 122.26(b)(15)(i)).
 - (2) Stormwater discharges designated by IDEM as needing to obtain coverage under the CSGP (40 CFR § 122.26(a)(1)(v) or § 122.26(b)(15)(ii)).
 - (3) Stormwater discharges from construction support activities (e.g., concrete or asphalt batch plants, equipment staging yards, material storage areas, excavated material disposal areas, borrow areas) provided the support activity is directly related to the construction site required to have permit coverage for stormwater discharges, and:

- (a) The support activity is not a commercial/industrial operation, nor does it serve multiple unrelated construction projects.
 - (b) The support activity does not continue to operate beyond the completion of the construction activity for the project it supports; and
 - (c) Stormwater measures are implemented in accordance with the stormwater pollution prevention plan, performance standards, and this general permit.
- (4) Non-stormwater discharges or flows provided they are not identified by IDEM as significant sources of pollutants to waters of the State, including, but not limited to:
- (a) Emergency fire-fighting water.
 - (b) Fire hydrant flushing water.
 - (c) Landscape irrigation water.
 - (d) Water line flushing.
 - (e) Routine external building washdown water that does not use detergents.
 - (f) Water used to wash vehicles and equipment that does not contain soaps, solvents, or detergents.
 - (g) Uncontaminated, non-turbid discharges of groundwater or spring water.
 - (h) Foundation or crawl space footing drainage where flows are not contaminated with process materials such as solvents or contaminated groundwater.
 - (i) Uncontaminated condensate from air conditioning units, coolers, and other compressors and from outside refrigerated gases or liquids.
 - (j) Construction dewatering water that has been treated by an appropriate stormwater quality measure or series of measures provided other contaminants are not present.
- (D) *Discharges not authorized by this chapter.* The following discharges from construction activities are not authorized by this chapter:
- (1) Direct discharges into waters that are designated as an Outstanding National Resource Water (ONRW) defined at IC 13-11-2-149.5 or an Outstanding State Resource Water (OSRW) defined at IC 13-11-2-149.6 and listed at 327 IAC 2-1.3-3(d) when the commissioner determines that a discharge from the land-disturbing activity will significantly lower water quality as defined under 327 IAC 2-1.3-2(50) of such a water downstream of that discharge.
 - (2) Direct discharges to a receiving stream when the discharge results in an increase in the ambient concentration of a pollutant which contributes to the impairment of the receiving stream for that pollutant as identified on the current 303(d) list of impaired waters.
 - (3) Discharges of concrete or mortar wash water from concrete washout activities or release from containment systems.
 - (4) Wastewater from washout and cleanout of stucco, paint, form release oils, curing compounds and other construction materials.
 - (5) Soaps, detergents, or solvents used in vehicle and equipment washing.

- (6) Other discharges, including but not limited to fuel, oil, or other pollutants used in vehicle and equipment operation and maintenance.
- (E) Town of Danville projects shall be exempt from obtaining building permits but are expected to meet all applicable construction and post-constructions requirements of this chapter and the Town of Danville Stormwater Technical Standards Manual.
- (F) *Individual Lots.* With the exception of the requirements of §§ 00-05-53-100 et seq. and §§ 00-05-53-502, single-family dwelling houses in accepted subdivisions, new buildings or cumulative building additions, with less than 500 square feet of area, and land-disturbing activities affecting less than 10,000 square feet of area, shall be exempt from the requirements of this chapter. Individual lots with a land disturbance of greater than 10,000 square feet and less than one acre are subject to § 00-05-53-504 for plan review requirements and procedures.
- (G) *Waivers and Special Conditions.*
 - (1) The Town of Danville has the authority to modify, grant exemptions, and/or waive certain requirements of this chapter and the Town of Danville Stormwater Technical Standards Manual. Exceptions may be considered where standards of engineering practice cannot be substantially met because the site constraints make it physically impossible, including such constraints within the historic district (Zoning Districts CB-P and CB-S). A pre-submittal meeting with the Town of Danville may be requested by the applicant to discuss the applicability of various provisions of the chapter and its associated technical standards document with regards to unique or unusual circumstances relating to a project. However, any initial determination of such applicability shall not be binding on future determinations of the Town of Danville that may be based on the review of more detailed information and plans.
 - (2) Discharges are conditionally authorized for land-disturbing activities that are subject to this chapter but are considered an emergency. Emergency activities include any work which requires immediate implementation to avoid imminent endangerment to human health, public safety, or the environment, or to re-establish essential public services.
 - (3) Procedures for obtaining an emergency condition authorization, require the applicant to:
 - (a) Submit a preliminary notification of the emergency to IDEM and Town of Danville within 24 hours or next business day of initiating land disturbance.
 - (b) Develop a SWPPP that specifically addresses the operations associated with the emergency. The submittal of the plan is not required.
 - (c) Submit a complete NOI within 30 calendar days after commencing land-disturbing activities to IDEM and the Town of Danville establishing eligibility under this permit.

§ 00-05-53-301 POLICY ON STORMWATER POLLUTION PREVENTION FOR CONSTRUCTION SITES.

- (A) Effective stormwater pollution prevention on construction sites is dependent on a combination of preventing movement of soil from its original position (erosion control), intercepting displaced soil prior to entering a waterbody (sediment control), and proper on-site materials handling.
- (B) All permittees shall manage stormwater discharges as necessary to meet the narrative water

quality criteria (327 IAC 2-1-6(a)(1)(A-D) and 327 IAC 2-1.5-8(a) and (b)(1)(A-D)) for any discharge authorized by this chapter and CSGP, with compliance required upon beginning such a discharge. For stormwater discharges, the use of stormwater management measures and planning principles is expected to achieve the control necessary to meet water quality criteria.

- (C) The SWPPP will serve as a guideline for stormwater management but should not be interpreted to be the only basis for implementation of stormwater measures for a project site. The permittee is responsible for implementing all measures necessary to comply with the provisions of this chapter and the CSGP.
- (D) All stormwater management measures, including erosion and sediment control measures and post-construction measures, shall be implemented in accordance with this chapter, the Town of Danville Stormwater Technical Standards Manual, the terms and conditions of the approved Stormwater Management Permit, and CSGP.

§ 00-05-53-302 CALCULATIONS AND DESIGN STANDARDS AND SPECIFICATIONS.

- (A) In calculating the total area of land disturbance, for the purposes of determining applicability of this chapter to the project, the following guidelines should be used:
 - (1) Off-site construction activities that provide services (for example, road extensions, sewer, water, and other utilities) to a land disturbing project site, must be considered as a part of the total land disturbance calculation for the project site, when the activity is under the control of the project site owner.
 - (2) Strip developments will be considered as one project site and must comply with this chapter unless the total combined disturbance on all individual lots is less than one acre and is not part of a larger common plan of development or sale.
 - (3) To determine if multi-lot project sites are regulated by this rule, the area of land disturbance shall be calculated by adding the total area of land disturbance for improvements, such as roads, utilities, or common areas, and the expected total disturbance on each individual lot, as determined by the following:
 - (a) For a single-family residential project site where the lots are on-half acre or more, one-half acre of land disturbance must be used as the expected lot disturbance.
 - (b) For a single-family residential project site where the lots are less than one-half acre in size, the total lot must be calculated as being disturbed.
 - (c) To calculate lot disturbance on all other types of project sites, such as industrial and commercial projects project sites, a minimum of one acre of land disturbance must be used as the expected lot disturbance, unless the lots are less than one acre in size, in which case the total lot must be calculated as being disturbed.
- (B) The calculation methods as well as the type, sizing, and placement of all stormwater pollution prevention measures for construction sites shall meet the design criteria, standards, and specifications outlined in the *Indiana Stormwater Quality Manual* and the Town of Danville Stormwater Technical Standards Manual. The methods and procedures included in these two references are in keeping with the above stated policy and meet the requirements of CSGP.

§ 00-05-53-303 REVIEW PROCESS AND APPROVAL.

- (A) Design plans, technical information, and the construction SWPPP shall be submitted per the application process in § 00-05-53-500 et seq. The construction SWPPP shall include the requirements identified in the Town of Danville Stormwater Technical Standards Manual.
- (B) It will be the responsibility of the project site owner to ensure proper construction and installation of all stormwater measures in compliance with this chapter, the Town of Danville Stormwater Technical Standards Manual, the terms and conditions of the approved Stormwater Management Permit, and CSGP.

§ 00-05-53-304 INSPECTION, MAINTENANCE, RECORD KEEPING, AND REPORTING.

- (A) Following approval of the Stormwater Management Permit by the Town of Danville and commencement of construction activities, the Town of Danville has the authority to conduct inspections of the site to ensure full compliance with this chapter, the Standards, the terms and conditions of the approved Stormwater Management Permit, and CSGP.
- (B) A self-monitoring program shall be implemented by the project site owner to ensure the stormwater pollution prevention plan is working effectively in accordance with the CSGP. At a minimum, the self-monitoring program shall meet the requirements in the Town of Danville Stormwater Technical Standards Manual.
- (C) Although self-monitoring reports do not need to be submitted to Town of Danville, the Town of Danville has the right to request complete records of maintenance and monitoring activities involving stormwater pollution prevention measures. All evaluation reports for the project site must be made available to Town of Danville, in an organized fashion, within 48 hours upon request.

STORMWATER QUALITY MANAGEMENT FOR POST-CONSTRUCTION

§ 00-05-53-400 APPLICABILITY AND EXEMPTIONS.

- (A) Projects subject to this section are the same per the applicability and exemption criteria for construction sites described in § 00-05-53-300 (A) and (B). (B) Additional exemptions under this section includes:
 - (1) Land-disturbing activities where there will be no additional impervious surfaces associated with the final completed project, including but not limited to, ditch construction/reconstruction and utility installation/maintenance activities.
 - (2) Single-family residential strip development offered for sale or lease without land improvements and the project is not part of a larger common plan of development or sale.
 - (3) Residential developments consisting of 4 or fewer lots of developments where the proposed impervious surfaces are 10% or less of the project acreage. Impervious is determined by the sum of all infrastructure (roads, paths, parking, etc.) and the average projects hard surfaces associated with all building lots within the project.
 - (4) Single-family residential strip development offered for sale or lease without land improvements, and the project is not part of a larger common plan of development or sale.

§ 00-05-53-401 POLICY ON STORMWATER QUALITY MANAGEMENT

- (A) Developed areas, as compared to undeveloped areas, generally have increased imperviousness, decreased infiltration rates, increased runoff rates, and increased concentrations of pollutants such as fertilizers, herbicides, greases, oil, salts and other pollutants. As new development and re-development continues in Danville, measures must be taken to promote runoff volume reduction, infiltrate stormwater into the ground and intercept and filter pollutants from stormwater runoff prior to reaching regional creeks, streams, rivers and wetlands. Using BMPS, harmful amounts of sediment, nutrients, and contaminants will be removed from stormwater runoff.
- (B) Stormwater quality measures are incorporated as a permanent feature into construction projects and are left in place following completion of construction activities to continuously treat stormwater runoff from the stabilized site. The following will be implemented as a minimum:
- (1) The control of stormwater quality will be based on the management of Total Suspended Solids (TSS). The Town of Danville requires a minimum of 80% removal of TSS including floatables without resuspension. TSS is defined as particles smaller than 125 microns in diameter.
 - (2) New retail gasoline outlets and refueling areas or those that replace their existing tank systems, regardless of size, are required to install appropriate measures to reduce lead, copper, zinc, and polyaromatic hydrocarbons in stormwater runoff.
 - (3) Infiltration practices will not be allowed in wellhead protection areas as the primary water quality treatment measure, unless the measure is designed to treat the pollutant(s) of concern that originate in the drainage area of the measure.
 - (4) Discharges from new development and redevelopment sites will not be allowed directly into karst features without pre-treatment.
 - (5) Outfalls must be designed to reduce outfall scouring and bank erosion.

§ 00-05-53-402 CALCULATIONS, DESIGN STANDARDS AND SPECIFICATIONS.

- (A) Calculation of land disturbance should follow the guidelines discussed in the Town of Danville Stormwater Technical Standards Manual.
- (B) The calculation methods as well as the type, sizing, and placement of all stormwater quality management measures, or BMPs shall meet the design criteria, standards, and specifications outlined in the *Indiana Stormwater Quality Manual* or the Town of Danville Stormwater Technical Standards Manual. The methods and procedures included in these two references are in keeping with the above stated policy and meet the requirements of IDEM's CSGP and MS4GP.
- (C) A pre-approved list of BMP(s) is specified in the Town of Danville Stormwater Technical Standards Manual. The noted BMPs must be designed, constructed, and maintained according to guidelines provided or referenced in the Town of Danville Stormwater Technical Standards Manual. Practices other than those specified in the pre-approved list may be utilized. However, the burden of proof, as to whether the performance (minimum 80% TSS removal) and ease of maintenance of such practices will be according to guidelines provided in the

Town of Danville Stormwater Technical Standards Manual, would be placed with the applicant. Details regarding the procedures and criteria for consideration of acceptance of such BMPs are provide in the Town of Danville Stormwater Technical Standards Manual.

§ 00-05-53-403 EASEMENT REQUIREMENTS.

All stormwater quality management systems, including detention or retention basins, filter strips, pocket wetlands, in-line filters, infiltration systems, conveyance systems, structures and appurtenances located outside of the right-of-way shall be incorporated into permanent easements with a paved access easement to the BMP.

§ 00-05-53-404 REVIEW PROCESS AND APPROVAL.

- (A) Design plans, technical information, and the SWPPP with post-construction stormwater quality measures shall be submitted per the application process in § 00-05-53-500 et seq. The post-construction SWPPP shall include the requirements identified in the Town of Danville Stormwater Technical Standards Manual.
- (B) It will be the responsibility of the project site owner to ensure proper construction and installation of all stormwater BMPs in compliance with this chapter, the Town of Danville Stormwater Technical Standards Manual, the terms and conditions of the approved Stormwater Management Permit, and CSGP.

§ 00-05-53-405 INSPECTION, MAINTENANCE, RECORD KEEPING, AND REPORTING.

(A) Inspection by the Town of Danville.

- (1) After the approval of the Stormwater Management Permit by the Town of Danville and the commencement of construction activities, the Town of Danville has the authority to conduct inspections of the work being done to ensure full compliance with the provisions of this chapter, the Stormwater Technical Standards, and the terms and conditions of the CSGP.
- (2) The Town of Danville has the authority to perform or require inspections of all public or privately owned stormwater quality facilities.

(B) Owner operation and maintenance.

- (1) An O&M Manual shall be prepared and submitted for approval in accordance with § 0005-53-500 of this chapter and must include the information in the Standards.
- (2) Following construction completion, the operation, maintenance, and inspection of stormwater quality BMPs shall be the long-term responsibility of the owner of the stormwater quality BMP or person with a controlling interest in the stormwater quality BMP.
- (3) Stormwater quality facilities shall be maintained in good condition, in accordance with operation and maintenance manual approved under the Stormwater Management Permit, and shall not be subsequently altered, revised or replaced without the approval of the Town of Danville.
- (4) The owner of, or person with a controlling interest in, stormwater quality facilities shall

be responsible for inspections that evaluate physical conditions, available treatment capacity, and the operational condition of the stormwater quality BMP(s) in accordance with the O&M Manual. Requirements of the O&M Manual shall not be altered without approval from the Town of Danville.

- (5) If deficiencies are found during an inspection by the Town of Danville, the owner/person with controlling interest of the facility will be notified by Town of Danville and will be required to take all necessary measures to correct such deficiencies. If the owner/person with controlling interest fails to correct the deficiencies within the allowed time period, as specified in the notification letter, the Town of Danville will undertake the work and collect from the owner/person with controlling interest using lien rights if necessary.
- (C) Assignment of responsibility for maintaining facilities serving more than one lot or holding shall be documented by appropriate covenants to property deeds, unless responsibility is formally accepted by a public body, and determined before the final stormwater permit is approved. Stormwater detention/retention basins may be donated to the Town of Danville or other unit of government designated by the Town of Danville, for ownership and permanent maintenance providing the Town of Danville or other governmental unit is willing to accept responsibility.
- (D) Inspection reports and documentation records must be maintained by the owner/person with controlling interest for a period of 5 years and produced upon request by Town of Danville personnel within forty-eight (48) hours of the request.

PERMIT REQUIREMENTS AND PROCEDURES

§ 00-05-53-500 CONCEPTUAL DRAINAGE PLAN REVIEW.

- (A) In order to gain an understanding of the drainage requirements for a specific project, a project owner or developer may submit conceptual drainage plans and calculations for review by the Town of Danville.
- (B) The direction provided by the Town of Danville during such a review is based on preliminary data and shall not be construed as a preliminary determination, final drainage approval, or binding on either party.
- (C) The following is a general listing of minimum data requirements for the review of conceptual drainage plans:
 - (1) Digital copies of complete sets of conceptual plans showing general project layout, including existing and proposed drainage systems. Hard copies may also be requested.
 - (2) General description of the existing and proposed drainage systems in a narrative form.
 - (3) Watershed Boundaries with USGS Contours or best information possible.
 - (4) Existing watercourses.

§ 00-05-53-501 APPLICABILITY AND EXEMPTIONS.

- (A) This section applies to all development or re-development of land that is subject to this chapter as specified in § 00-05-53-200, § 00-05-53-300, and § 00-05-53-400. All developers and

property owners proposing development or re-development that require City approval shall follow the requirements in this section.

(B) Specific projects or activities may be exempt from all or part of the informational requirements listed below.

(1) Individual lots with land disturbance less than 1 acre that are developed within a larger permitted project site, shall submit the following information for an Individual Lot Plot Plan Permit prior to issuance of a Building Permit.

(a) A site layout for the subject lot and all adjacent lots showing building pad location, dimensions, and elevations, and the drainage patterns and swales.

(b) Erosion and sediment control plan that, at a minimum, includes the following measures:

1) Installation and maintenance of a stable construction site access.

2) Installation and maintenance of appropriate perimeter erosion and sediment control measures prior to land disturbance.

3) Minimization of sediment discharge and tracking from the lot.

4) Clean-up of sediment that is either tracked or washed onto roads. Bulk clearing of sediment shall not include flushing the area with water. Cleared sediment must be redistributed or disposed of in a manner that is in compliance with all applicable statutes and rules.

5) Adjacent lots disturbed by an individual lot operator must be repaired and stabilized with temporary or permanent surface stabilization.

6) Self-monitoring program including plan and procedures,

(c) Certification of Compliance stating that the individual lot plan is consistent with the Stormwater Management Permit, as approved by the Town of Danville, for the larger project.

(d) Name, address, telephone number, and list of qualifications of the trained individual in charge of the mandatory stormwater pollution prevention self-monitoring program for the project site.

1) The individual lot operator is responsible for installation and maintenance of all erosion and sediment control measures until the site is stabilized.

(2) With the exception of the requirements of §§ 00-05-53-100 et seq., single-family dwelling houses in accepted subdivisions, new buildings or cumulative building additions) with less than 500 square feet of area, and land-disturbing activities affecting less than 10,000 square feet of area shall be exempt from the requirements of this chapter.

§ 00-05-53-502 APPROVAL PROCEDURES FOR CONSTRUCTION.

It will be the responsibility of the project site owner to complete a stormwater permit application and ensure that a sufficient construction plan is completed and submitted to Town of Danville in accordance with Chapter 6 of this Ordinance. It will be the responsibility of the project site owner to ensure compliance with this Ordinance during the construction activity and implementation of

the construction plan, and to notify the Town of Danville with a sufficient notice of termination letter upon completion of the project and stabilization of the site. However, all persons engaging in construction and land disturbing activities on a permitted project site meeting the applicability requirements must comply with the requirements of this chapter and this Ordinance.

- (A) No building permit shall be issued and no land disturbance started for any construction in a development, as defined in § 00-05-53-007, until the plans required by this chapter for such construction have been accepted in writing by the Town of Danville.
- (B) All Stormwater Management Applications shall follow the requirements and procedures in this section and in the Town of Danville Stormwater Technical Standards Manual in order to obtain a Stormwater Management Permit by the Town of Danville.
- (C) *Submittal for Stormwater Management Permit approval.* The project site owner shall apply for a Stormwater Management Permit to the Town of Danville prior to the initiation of any land-disturbing activities. The application will include the following:
 - (1) Completed Stormwater Management Application.
 - (2) Digital and hard copy (not to exceed 24 inches by 36 inches in size) construction plan sheets depicting the existing and proposed conditions. Construction plans shall include the information in the Stormwater Technical Standards.
 - (3) Stormwater Drainage Technical Report that includes the information in the Stormwater Technical Standards.
 - (4) A hydrologic/hydraulic analysis, consistent with the methodologies and calculation included in the Stormwater Technical Standards, and including the following information:
 - a) Construction Site SWPPP that is designed at a minimum to meet the requirements of this chapter and include the information in the Stormwater Technical Standards.
 - b) Post-Construction SWPPP that meets at least the minimum requirements of this chapter and include the information in the Stormwater Technical Standards.
 - c) Operation and Maintenance Manual is required for stormwater quantity and/or quality and low impact development measures and must at a minimum meet the requirements of this chapter and include the information in the Stormwater Technical Standards.
- (D) In the event that a project site is determined to impact or discharge to a sensitive area, be located in an impact drainage area, or determined to be a priority site for construction site inspections, the Town of Danville may require more stringent stormwater quantity and quality measures than detailed in this chapter, the Stormwater Technical Standards Manual, or the *Indiana Stormwater Quality Manual*.
 - (1) Sensitive Areas include highly erodible soils, wetlands, threatened or endangered species habitat, outstanding waters, impaired waters, recreational waters, and surface drinking water sources. A listing of highly erodible soils, outstanding water, impaired water, recreation water and surface drinking water sources can be found in the Stormwater Technical Standards Manual. If wetlands are suspected on a site, a wetland delineation should be completed in accordance with the methodology established by the U.S. Army Corps of Engineers (COE). Special terms and conditions for development determined to impact or discharge to any Sensitive Area shall be included in the Stormwater

Management Permit.

- (2) Priority sites may be based on the nature and extent of the construction activity, topography, threat to the degradation of water quality, characteristics of soils, complaints, and other factors as determined by MS4 priorities.
 - (3) The Town of Danville is authorized, but is not required, to classify certain geographical areas as Impact Drainage Areas. In determining Impact Drainage Areas, the Town of Danville shall consider such factors as topography, soil type, capacity of existing drains, and distance from adequate drainage facility. The following areas shall be designated as Impact Drainage Areas, unless good reason for not including them is presented to the Town of Danville.
 - a) A floodway or floodplain as designated by the most updated Town of Danville Code dealing with floodplain regulation.
 - b) Land within 75 feet of each bank of any ditch within the Town of Danville's system.
 - c) Land within 75 feet of the centerline of any drain tile or enclosed conduit within the Town of Danville's system.
 - d) Land that does not have an adequate outlet, taking into consideration the capacity and depth of the outlet, may be designated as an Impact Drainage Area by the Town of Danville. Special terms and conditions for development within any Impact Drainage Area shall be included in the Stormwater Management Permit.
- (E) *Plan Review.* After the Town of Danville receives the application, a preliminary determination will be made whether the application is substantially complete within 10 days (for projects at least 1 acre but less than 5 acres) or within 14 days (for projects greater than or equal to 5 acres). If the application is deemed insufficient, additional information will be requested by the Town of Danville. Once the application is deemed sufficient, the following actions will take place for review of the permit application.
- (1) Review will be conducted by the Town of Danville and/or its plan review consultant(s). Comments and deficiencies will be provided to the applicant. Once all comments have been addressed and review completed, the Town of Danville will either accept the project, request modifications, or place the project on the agenda of the next scheduled meeting of the Danville Town Council. If the project must go through a scheduled meeting, the Town of Danville will furnish the applicant a complete list of comments and objections to the plans and accompanying data prior to the scheduled meeting. After the scheduled meeting, if required, the Town of Danville will either issue the Stormwater Management Permit or request modifications to the construction plans. Once all modifications have been made, if required, the Town of Danville will issue a Stormwater Management Permit.
 - (2) The applicant may not submit the NOI to IDEM or commence land-disturbing activities until the Stormwater Management Permit is issued. The initiation of construction activity following prior to issuance of the Stormwater Management Permit is a violation and subject to enforcement action. Upon submittal of the NOI, the applicant shall submit the IDEM Notice of Sufficiency (NOS) to the Town of Danville and notify the Town of Danville of the start date for construction at least 48 hours in advance of construction.

§ 00-05-53-503 REQUIREMENTS FOR APPROVED CONSTRUCTION SITES.

(A) *Required performance assurances.*

- (1) As a condition of the Stormwater Management Permit, the Town of Danville shall require the applicant to provide assurance in the form of an irrevocable letter of credit or a bond when the stormwater management plan has been accepted, all applicable fees paid, and before construction begins.
 - (2) Said assurance will guarantee a good faith execution of all plans submitted in the application and any approved conditions.
 - (3) The assurance shall be for an amount equal to 120% of the total costs of all stormwater management measures for the entire project. The above-mentioned costs shall be based on an estimate as prepared by a professional engineer or land surveyor registered in the State of Indiana. Said costs shall be for the installation and ongoing monitoring and maintenance of erosion control measures and the construction and ongoing monitoring and maintenance of storm drainage infrastructure, detention/retention facilities, and stormwater quality measures, as regulated under this section, until the construction is completed, site is stabilized, and as-built plans are accepted by the City. Assurances shall be for a minimum of \$5,000. Local governmental jurisdictions may require additional performance and/or maintenance assurances.
 - (4) The intent of this assurance is not only to complete the installation of storm drain infrastructure for the project, but also to assure that adequate stormwater pollution prevention measures are properly installed and maintained. If adequate assurances are set aside by the project site owner for the overall project, proof of total assurance can be submitted in place of an individual stormwater assurance.
- (B) *Projects under construction.* Once land-disturbing activities commence, the project owner shall:
- (1) Monitor construction activities and inspect all stormwater pollution prevention measures in compliance with this chapter and the terms and conditions of the CSGP. Requirements for a self-monitoring program and other activities for active construction sites are included in the Town of Danville Stormwater Technical Standards Manual.
 - (2) Be responsible for compliance with this chapter and the CSGP during construction activities and implementation of the terms and conditions provided in the Stormwater Management Permit application.
 - (3) Provide the Town of Danville documentation of informing or training the personnel associated with the project concerning the requirements of the SWPPP.
 - (4) Maintain documents and recordkeeping at the project site per the CSGP and the Town of Danville Stormwater Technical Standards Manual.

§ 00-05-53-504 APPROVAL PROCEDURES FOR INDIVIDUAL LOTS.

(A) *Applicability.*

- (1) An individual lot located within a larger permitted project site, is considered part of the larger permitted project site, and the individual lot operator must comply with the terms and condition of the Stormwater Management Permit approved for the larger project site. The Stormwater Management Permit application for the larger project site must include detailed erosion and sediment control measures for individual lots. In addition, these

individual lots are required to submit an Individual Lot Plot Plan Permit application prior to receiving a building permit. Details of the permitting process are contained in §§ 00-05-53-501.

- (B) *Requirements for individual lots with land disturbance less than 1 acre, located within a larger permitted project site.* For individual lots developed within a larger permitted project, a formal review and issuance of building permit will be required. All stormwater management measures necessary to comply with this chapter must be implemented in accordance with permitted plan for the large project. Requirements for individual lots are included in the Town of Danville Stormwater Technical Standards Manual.
- (C) For an individual lot where land disturbance is expected to be one acre or more, the individual lot owner must complete their own notice of intent letter, apply for a stormwater permit from the Town of Danville, and ensure that a sufficient construction and stormwater pollution prevention plan is completed and submitted in accordance with Chapter 6 of this Ordinance; regardless of whether the individual lot is part of a larger permitted project site.

§ 00-05-53-505 CHANGES TO PLANS.

Any changes or deviations in the detailed plans and specifications after approval of the applicable Stormwater Management Permit shall be filed with, and accepted by, the Town of Danville prior to the land development involving the change. Copies of the changes, if accepted, shall be attached to the original plans and specifications.

§ 00-05-53-506 FEE STRUCTURE.

- (A) As a condition of the submittal and the review of development plans by the Town of Danville, the applicant shall agree to pay the Town of Danville the applicable fee as set by the Town of Danville with respect to the review of all drainage submittals, preliminary plans, final plans, construction plans and accompanying information and data, as well as pre-paid inspection fees.
 - (1) The applicant shall pay a \$250.00 administrative review fee at the time of submittal. If approved, a Stormwater Management Permit shall be obtained from the Town of Danville. The cost of the permit will be \$100.00 plus plan review and inspection fees.
 - (2) Annual inspections of permanent BMPs will be performed by the Town of Danville. Prior to issuing a Stormwater Management Permit, the developer or owner of a site must pay a predetermined fee to cover the Town of Danville's costs for annual inspection for the first 3 years. After the first 3 years, the Town of Danville may annually inspect the facility and bill the owner. Refer to the schedule of fees below.

BMP Inspection Fee (per BMP)

Inspections for first 3 years, paid lump \$500.00 per BMP

Annual BMP inspection after Year 3 \$200.00 per BMP

Additional inspections required due to maintenance issues \$200.00 per hour

- (B) After the meeting at which the Town of Danville is scheduled to consider acceptance of the applicant's final stormwater management plan, the Town of Danville will furnish a written statement to the applicant specifying the total amount due the Town of Danville in connection

with the review of the applicant's submittals, plans and accompanying information and data, including the amount required to be paid by applicant for review and pre-paid inspection fees.

- (C) As a condition of acceptance of final drainage plans by the Town of Danville, applicant shall pay to the Town of Danville the sum set forth in said statement. The Town of Danville may issue such a billing statement before the project advances to the final acceptance stage, and such payment is due by applicant upon receipt of said billing statement regardless of whether the project is advanced to the final acceptance stage.
- (D) The Town of Danville shall have the right to not accept the drainage improvements or to not accept the advancement of any project for which the applicable fees have not been paid.
- (E) Fees shall be paid by certified check, cashier's check, or money order. All checks shall be made payable to the: Town of Danville, 147 W. Main Street, Danville, IN 46122
- (F) Fees are refundable only if the Town of Danville determines that compliance by the development to this Ordinance is not necessary.

§ 00-05-53-507 TERMS AND CONDITIONS OF PERMITS.

- (A) In granting a Stormwater Management Permit, the Town of Danville may impose such terms and conditions as are reasonably necessary to meet the purposes of this chapter. The project site owner is responsible for compliance with this chapter, the Town of Danville Stormwater Technical Standards Manual, the CSGP (as applicable), and these terms and conditions. Non-compliance with the terms and conditions of permits will be subject to enforcement as described in §§ 00-05-53-900 et seq.
- (B) The project site owner shall inform all general contractor, construction management firms, grading or excavating contractors, utility contractors, and the contractors that have primary oversight on individual building lots of the terms and conditions for the Stormwater Management Permit and the schedule for proposed implementation.
- (C) The project owner shall monitor construction activities and inspect all stormwater pollution prevention measures in compliance with this chapter, the Town of Danville Stormwater Technical Standards Manual, and the terms and conditions of the CSGP (for construction sites 1 acre and greater).
- (D) The project site owner shall provide the Town of Danville training documentation of the personnel associated with the project concerning the requirements of the SWPPP per the CSGP.
- (E) The project site owner shall develop and maintain a self-monitoring program and inspections per the Town of Danville Stormwater Technical Standards Manual. Requirements for a self-monitoring program and other activities for active construction sites are included in the Stormwater Management Approval Terms and Conditions section of the Town of Danville Stormwater Technical Standards Manual.
- (F) The project site owner shall develop and maintain the documentation and recordkeeping identified in the Town of Danville Stormwater Technical Standards Manual at the project site for review by the Town of Danville per the CSGP:
- (G) *Project completion.* Upon completion of construction activities and once the construction site has been stabilized and all temporary erosion and sediment control measures have been

removed, the project owner shall:

- (1) Provide as-built plans per § 00-05-53-507 to the Town of Danville.
- (2) The Town of Danville, or representative, shall inspect the construction site to verify the requirements for a NOT have been met. Once the applicant receives a “verified” copy of the NOT, the applicant must submit a signed copy to IDEM and the Town of Danville.
- (3) The CSGP expires five years from the date of issuance. If construction is not completed prior to the expiration date, the project owner shall either submit a NOT to IDEM and Town of Danville, or follow the NOI submittal requirements in the CSGP within 90 days with submittals to IDEM and Town of Danville.

§ 00-05-53-508 CERTIFICATION OF AS-BUILT PLANS

- (A) After completion of construction of the project and before final acceptance of the NOT, a professionally prepared and certified as-built set of plans shall be submitted to the Town of Danville for review. A digital copy of the as-built plans in a current version of AutoCad is required. These plans shall include all pertinent data relevant to the completed storm drainage system and stormwater management facilities, and shall include:
- (1) Pipe size and pipe material;
 - (2) Invert elevations;
 - (3) Top rim elevations;
 - (4) Pipe structure lengths;
 - (5) BMP types, dimensions, and boundaries/easements;
 - (6) “As-planted” plans for BMPs, as applicable;
 - (7) Data and calculations showing detention basin storage volume;
 - (8) Data and calculations showing BMP treatment capacity;
 - (9) Certified statement on plans stating the completed storm drainage system and stormwater management facilities substantially comply with construction plans and the Stormwater Management Permit as approved by the Town of Danville (See Certificate of Completion and Compliance in Stormwater Technical Standards Manual).
- (B) A digital copy of post-construction stormwater BMP locations in a current GIS shapefile (GDB) is required.
- (C) The property owner, developer, or contractor shall be required to file a five-year maintenance bond or other acceptable guarantee with the Town of Danville, prior to acceptance, in an amount of 25% of the cost of the stormwater drainage system located outside the public road rights-of-way, and in a form satisfactory to the Town’s attorney in order to assure that such stormwater system installation was done according to standards of good workmanship, that the materials used in the construction and installation were of good quality and construction, and that such project was done in accordance with the accepted plans and this chapter. The bond or other acceptable guarantee shall be in effect for a period of five years after the date of the final project acceptance by the Town of Danville.
- (D) Deflection tests shall be performed on all flexible pipes after the final backfill has been in

place at least 30 days. No pipe shall exceed a vertical deflection of 5%. Deflection testing shall be performed using a mandrel pulled by hand. The mandrel (go/no-go) device shall be cylindrical in shape and constructed with nine or ten evenly spaced arms or prongs. Any sewer not passing the mandrel shall be uncovered, replaced and retested.

- (E) The following are considered nonflexible pipes that do not require deflection tests:
- (1) Vitrified clay pipe.
 - (2) Concrete pipe.
 - (3) Ductile iron pipe.
 - (4) Cast iron pipe.
- (F) Visual recordings of all storm drainage conveyances shall be required before release of maintenance bonds. These visual recordings will be scheduled by the Town of Danville and paid for by the developer. Notices shall be provided to the Town of Danville within at least 60 days prior to the expiration date of the maintenance bond so that the noted recordings may be scheduled. Reports summarizing the results of the noted visual recordings shall be reviewed and accepted by the Town of Danville before maintenance bond would be recommended to be released.

ENFORCEMENT

§ 00-05-53-900 COMPLIANCE WITH THIS CHAPTER.

In addition to the requirements of this chapter, compliance with the requirements set forth in the Unified Development Ordinance is also necessary. Compliance with all applicable ordinances of Town of Danville, as well as, with applicable State statutes and regulations shall also be required. Unless otherwise stated, all other specifications referred to in this chapter shall be the most recent edition available. Violations of the requirements of this chapter are subject to the enforcement actions and penalties listed in this section.

§ 00-05-53-901 STOP WORK ORDER.

- (A) If land disturbance activities are conducted contrary to the provisions of this chapter or accepted plans approved during review of the Stormwater Management Permit, the Town of Danville may notify the project site owner in writing of the inadequacies.
- (B) If the inadequacies are not resolved 72 hours after receipt of the written notice, a written stop work order shall be issued and served on any person engaged in the doing or causing of such work to be done. Any such persons shall immediately stop such work until authorized by the Town of Danville to proceed with the work.
- (C) The Town of Danville may issue an immediate stop work order if there is a public health or safety hazard.
- (D) The Town of Danville may undertake or cause to be undertaken, any necessary or advisable protective measures to prevent violations of this ordinance or the CSGP or to avoid or reduce the effects of noncompliance. The costs of any such protective measures shall be the responsibility of the project site owner and the responsibility of any person carrying out or

participating in the work.

§ 00-05-53-902 FAILURE TO COMPLY OR COMPLETE.

In addition to any other remedies, should any owner/person with controlling interest fail to comply with the provisions of this chapter, the Town of Danville may, after giving notice and opportunity for compliance, have the Town of Danville or authorized representative complete necessary work. The project site owner shall be required to promptly reimburse the Town of Danville for all costs of such work.

§ 00-05-53-903 SUSPENSION OF ACCESS TO THE STORM DRAIN SYSTEM.

- (A) *Suspension due to emergency situations.* The Town of Danville may, without prior notice, suspend storm drain system discharge access to a person when such suspension is necessary to stop an actual or threatened discharge which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the storm drain system or waters of the United States. If the violator fails to comply with a suspension order issued in an emergency, the Town of Danville may take such steps as deemed necessary to prevent or minimize damage to the storm drain system or waters of the United States, or to minimize danger to persons.
- (B) *Suspension due to the detection of illicit discharge.* Any person discharging to the storm drain system in violation of this chapter may have their storm drain system access terminated if such termination would abate or reduce an illicit discharge. The Town of Danville will notify a violator of the proposed termination of its MS4 access. The violator may petition the Town of Danville for a reconsideration and hearing.

§ 00-05-53-904 CORRECTIVE ACTION.

Nothing herein contained shall prevent the Town of Danville from taking such other lawful action as may be necessary to prevent or remedy any violation. All costs connected therewith shall accrue to the person or persons responsible. Costs include, but are not limited to, repairs to the storm drain system made necessary by the violation, as well as those penalties levied by the EPA or IDEM for violation of the Town of Danville's NPDES permit, attorney fees, and other costs and expenses.

§ 00-05-53-905 APPEALS.

- (A) Any person to whom any provision of this chapter has been applied may appeal in writing, not later than 30 days after the action or decision being appealed from, to the Town of Danville the action or decision whereby any such provision was so applied. Such appeal shall identify the matter being appealed, and the basis for the appeal.
- (B) The Town of Danville shall consider the appeal and make a decision whereby it affirms, rejects or modifies the action being appealed. In considering any such appeal, the Town of Danville may consider the recommendations of the Town of Danville and the comments of other persons having knowledge of the matter.
- (C) In considering any such appeal, the Town of Danville may grant a variance from the terms of this chapter to provide relief, in whole or in part, from the action being appealed, but only upon finding that the following requirements are satisfied:

- (1) The application of the chapter provisions being appealed will present or cause practical difficulties for a development or development site; provided; however, that practical difficulties shall not include the need for the developer to incur additional reasonable expenses in order to comply with the chapter; and
- (2) The granting of the relief requested will not substantially prevent the goals and purposes of this chapter, nor result in less effective management of stormwater runoff.

§ 00-05-53-999 PENALTY.

- (A) Any person found in violation of any provision of this chapter shall be responsible for a civil infraction and subject to a maximum fine of \$5,000 for a first offense, and a maximum of \$10,000 for a subsequent offense, plus costs, damages, and expenses. Minimum fees shall begin at \$200 for minor offenses. Each day such violation occurs or continues shall be deemed a separate offense and shall make the violator liable for the imposition of a fine for each day. The rights and remedies provided for in this section are cumulative and in addition to any other remedies provided by law. An admission or determination of responsibility shall not exempt the offender from compliance with the requirements of this chapter.
- (B) Any person who aids or abets a person in violation of this chapter shall be subject to the penalties provided in this section.
- (C) For purposes of this section, “subsequent offense” means a violation of the provisions of this chapter committed by the same person within 12 months of a previous violation of the same provision of this chapter for which said person admitted responsibility or was adjudicated to be responsible.

ORDINANCE NO. 24-2024

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF DANVILLE, INDIANA, ANNEXING TERRITORY TO THE TOWN OF DANVILLE, PLACING THE SAME WITHIN THE CORPORATION BOUNDARIES THEREOF AND MAKING THE SAME A PART OF THE TOWN OF DANVILLE

BOARD OF HENDRICKS COUNTY COMMISSIONERS SUPER-VOLUNTARY ANNEXATION

WHEREAS, the Town Council ("Council") of the Town of Danville, Indiana ("Town" or "Danville") has received a petition ("Petition") requesting that certain territory generally located in Part of the Northeast Quarter of Section 13, Township 15 North, Range 1 West, Center Township, Hendricks County, Indiana, as hereinafter described ("Annexation Territory"), be annexed by Danville; and

WHEREAS, this Petition has been signed by all (i.e. 100%) of the property owners within the Annexation Territory; and

WHEREAS, the Council deems it desirable and in the best interests of the Town to annex the Annexation Territory; and

WHEREAS, this Annexation Territory is more commonly known as being located on the west side of County Road 300 East, 0.64 mile South of US Highway 36 and is fully described in the attached legal description (Exhibit A) and illustrated on the attached map (Exhibit B); and

WHEREAS, where the legal description attached as Exhibit A describes land this is contiguous to a public right-of-way that has not previously been annexed, the Annexation Territory shall include the contiguous public right-of-way even if it is not described in Exhibit A, except to the extent prohibited by I.C. § 36-4-3-1.5(c); and

WHEREAS, where the parcel of property within the Annexation Territory is adjacent to a parcel of property within the existing Town limits, the Annexation Territory boundary shall conform to and match the boundary of the existing Town limits so long as it does not result in adding or removing parcels of property from the Annexation Territory depicted in Exhibit A; and

WHEREAS, the Annexation Territory consists of approximately 50.0 acres, and is contiguous to the existing Town limits; and

WHEREAS, prior to adoption of this Ordinance, the Council, by resolution, will have adopted a written fiscal plan and definite policy for the provision of services of both a non-capital and capital nature to the Annexation Territory that meets the requirements of I.C. § 36-4-3; and

WHEREAS, the terms and conditions of this annexation, including the written fiscal plan, are fairly calculated to make the annexation fair and equitable to property owners and residents of the Annexation Territory and of the Town; and

WHEREAS, prior to the final adoption of this Ordinance, the Town will have conducted a public hearing pursuant to proper notice issued as required by law; and

WHEREAS, the Council finds that the Annexation pursuant to the terms of this Ordinance is fair and equitable and should be accomplished.

NOW THEREFORE, BE IT ORDAINED by the Town Council of the Town of Danville, Indiana, as follows:

1. The above recitals including Exhibit A are incorporated herein by this reference as though fully set forth herein below.
2. In accordance with I.C. § 36-4-3-5.1 and other applicable laws, the Annexation Territory is hereby annexed to the Town and thereby included within its corporate boundaries pursuant to the terms of this Ordinance.
3. The Annexation Territory is assigned to Council District (Ward) No. 1.
4. All prior Ordinances or parts thereof that may be inconsistent with any provision of this Ordinance are hereby superseded. The paragraphs, sentences, words, and Annexation Territory of this Ordinance are separable, and if a court of competent jurisdiction hereof declares any portion of the Ordinance or the Annexation Territory unconstitutional, invalid, or unenforceable for any reason, such declaration shall not affect the remaining portions of the Annexation Territory or this Ordinance.
5. The effective date of this annexation shall be as soon as allowed by law following its adoption, execution, and publication as required by law.

Introduced on October 2nd, 2024 and adopted by the Town Council of the Town of Danville, Indiana, on November 6th, 2024.

THE TOWN COUNCIL OF THE TOWN OF
DANVILLE, INDIANA

Chris Gearld, President

Michael Chatham, Vice-President

Greg Irby, Member

Bret Doub, Member

Dave Potter, Member

ATTEST:

Carrie Lofton, Clerk-Treasurer

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law."

Lesa Ternet
Document prepared by: Lesa Ternet

SEP 16 2024

EXHIBIT A

Beginning at a point in the center line of County Road 300 East, which is 1728.75 feet North of the South line of the Northeast Quarter of Section 13, Township 15 North, Range 1 West, Hendricks County, Indiana, said point being in Section 18, Township 15 North, Range 1 East; thence North 88 degrees and 55 minutes West to the Meridian, thence continue along said course to a point 1651.80 feet West of the place of beginning; thence North 00 degrees 59 minutes East 1593.60 feet to the North line of the South Half of the South Half of the Southeast Quarter of said Section 12; thence South 88 degrees 55 minutes East 1553.00 feet to a point in the center line of County Road 300 East; thence South along said center line 00 degrees East 184.16 feet; thence South 8 degrees 21 minutes East 483.12 feet along said center line; thence South 6 minutes East 932.00 feet along said center line to the place of beginning, containing in all 59.39 acres, more or less and subject to all highways, rights-of-way and easements.

EXCEPT THEREFROM THE FOLLOWING:

A part of the Northeast Quarter of Section 13, Township 15 North, Range 1 West and a part of the Northwest Fractional Quarter of Section 18, Township 15 North, Range 1 East of the Second Principal Meridian in Center Township, Hendricks County, Indiana, and being more particularly described as follows:

Beginning at a point in the center line of County Road 300 East, which is 1728.75 feet North of the South line of the Northeast Quarter of Section 13, Township 15 North, Range 1 West; said point being in Section 18, Township 15 North, Range 1 East; thence North 88 degrees 55 minutes West to the Second Principal Meridian; thence continue North 88 degrees 55 minutes West to a point 1651.80 feet West of the point of beginning; thence North 00 degrees 59 minutes East 905.57 feet; thence South 43 degrees 55 minutes 00 seconds East 1266.53 feet; thence South 88 degrees 55 minutes East 757.60 feet to the centerline of County Road 300 East; thence South 00 degrees 06 minutes 00 seconds East 10.00 feet to the point of beginning, containing 9.39 acres, more or less.



NA

Super-Voluntary Annexation Timetable
Board of Hendricks County Commissioners
West side of CR 300 East, 0.64 miles south of US
Highway 36

Sep 16th Petition was filed for annexation into the Town of Danville.

Sep 20th Legal notice submitted to *The Republican*.

*Petitioner submits public hearing notice for annexation to run one time in
The Republican on September 26th*

Sep 26th Notice of public hearings on annexation appears in *The Republican*. Minimum 20-day waiting period begins before public hearing may be held on annexation ordinance.

Oct 2nd **Annexation ordinance is introduced.**

Oct 15th 20-day waiting period ends. Public hearing on annexation slated for regularly scheduled Town Council meeting.

Oct 16th **Town Council holds public hearing on annexation.**

Oct 16th Minimum 14-day waiting period begins before Council can take final action on annexation.

Oct 30th 14-day waiting periods ends. Town Council may take final action on annexation at next regularly scheduled meeting.

Nov 6th **Town Council adopts annexation ordinance.**
Fiscal plan is adopted by Town Council.

Nov 8th Clerk-Treasurer submits public notice on approved annexation to paper.

Nov 14th Public notice on approved annexation is published.
30-day waiting period begins before annexation can be recorded.

Dec 14th 30-day waiting period ends.

Dec 16th *Clerk-Treasurer records annexation with County and files annexation with the appropriate agencies.*

2024-2205

PETITION FOR ANNEXATION

SEP 16 2024

Common Address of Property: N/A

[attach legal description and map showing location of property]

Petitioner Name(s): Board of Hendricks County Commissioners

Mailing Address of Petitioner: 355 S. Washington Street, Suite 100, Danville, IN, 46122

Petitioner's Phone Number: 317-745-9236

Petitioner's Email: jayers@co.hendricks.in.us

Property Owner's Name (if not Petitioner) _____

Property Owner's Mailing Address: _____

Tax ID / Parcel Number: 32-11-13-200-005.000-002

of Persons Living on Property: 0 Acreage: 50

Zoning Sought: LI - AOD Current County Zoning: AD

Present Use of Property: Agricultural

Plans for Changes in Use of Property: County Highway Facility

Reasons for Seeking Annexation: Municipal water service

Electrical Service Provider: Hendricks Power Existing Sidewalks: Yes / No

Existing Utilities: Well _____ Septic _____ Other _____ Well to be abandoned: Yes / No

Hendricks County by Phyllis A. Palmer, President Board of Commissioners
Name(s) of Petitioner(s) *printed or typed*

Phyllis A. Palmer
Signature(s) of Petitioner(s):

9-10-24
Date

[attach affidavit of consent to annexation signed by all owners of the property to be annexed who have not signed this document as petitioner(s)]

Besa Temet 9-16-24
Received by Date

**AGREEMENT NOT TO REMONSTRATE AGAINST ANNEXATION FOR
CONNECTION TO THE TOWN OF DANVILLE'S SANITARY SEWER
AND/OR WATER DISTRIBUTION SYSTEMS**

SEP 16 2024

We, the Board of Commissioners of Hendricks County _____, owners of approximately 50 acres of real property (henceforth called the "Property") described in the attached exhibit "Exhibit A" agree to waive our right, and that of any successors in title, to remonstrate against pending or future annexations of the property by the Town of Danville ("Town") in consideration for the Town's agreement to allow the development on the property to be connected to the Town's sanitary sewer and/or water systems. Connection to and use of the Town's sewer and water systems shall be subject to the terms and conditions generally applicable to other new connections made for properties within the Town (e.g. the sewer laterals and their connections to the Town's sewer main must meet Town specifications; all tap-in and sewer use fees must be paid and the Town's sewer use ordinance requirements must be followed).

We the undersigned agree that this waiver of the right to remonstrate shall also bar the filing of a declaratory judgement action or any other legal or equitable action to contest or appeal the annexation of the property.

Executed this 10th day of September, 2024

Phyllis A Palmer
Property Owner

Hendricks County Commissioners
Property Owner

Acceptance of the Town of Danville:

By: Mark R. Morgan
Mark Morgan, Town Manager

Date: Sept. 18, 2024

HENDRICKS COUNTY, INDIANA

NEW HIGHWAY MAINTENANCE GARAGE FACILITY

DANVILLE, INDIANA

DESIGN DEVELOPMENT SET

JULY 23, 2024

COUNTY ADMINISTRATION

JOHN AYERS COUNTY ENGINEER
 CRAIG HIGGINBOTHAM HIGHWAY SUPERINTENDENT
 JOE PEARCY HIGHWAY ASSISTANT SUPERINTENDENT
 JACK SWALLEY FACILITIES MANAGER

COUNTY BOARD OF COMMISSIONERS

BOB GENTRY DISTRICT 1
 DENNIS DAWES DISTRICT 2
 PHYLLIS PALMER DISTRICT 3
 ERIC WATHEN PRESIDENT, DISTRICT 4
 DAVID COX DISTRICT 1
 LARRY SCOTT DISTRICT 2
 BRAD WHICKER DISTRICT 3
 CALEB BROWN AT LARGE
 LARRY HESSON AT LARGE
 DAVID WYETH AT LARGE

COUNTY COUNCIL

ERIC WATHEN PRESIDENT, DISTRICT 4
 DAVID COX DISTRICT 1
 LARRY SCOTT DISTRICT 2
 BRAD WHICKER DISTRICT 3
 CALEB BROWN AT LARGE
 LARRY HESSON AT LARGE
 DAVID WYETH AT LARGE




GARMONG

CONSTRUCTION MANAGER:
 GARMONG CONSTRUCTION SERVICES
 5988 N. Michigan Road
 Indianapolis, Indiana 46228
 Ph: 317-682-1001
 www.garmong.net

DLZ PROJECT NO. 2063-1041-50



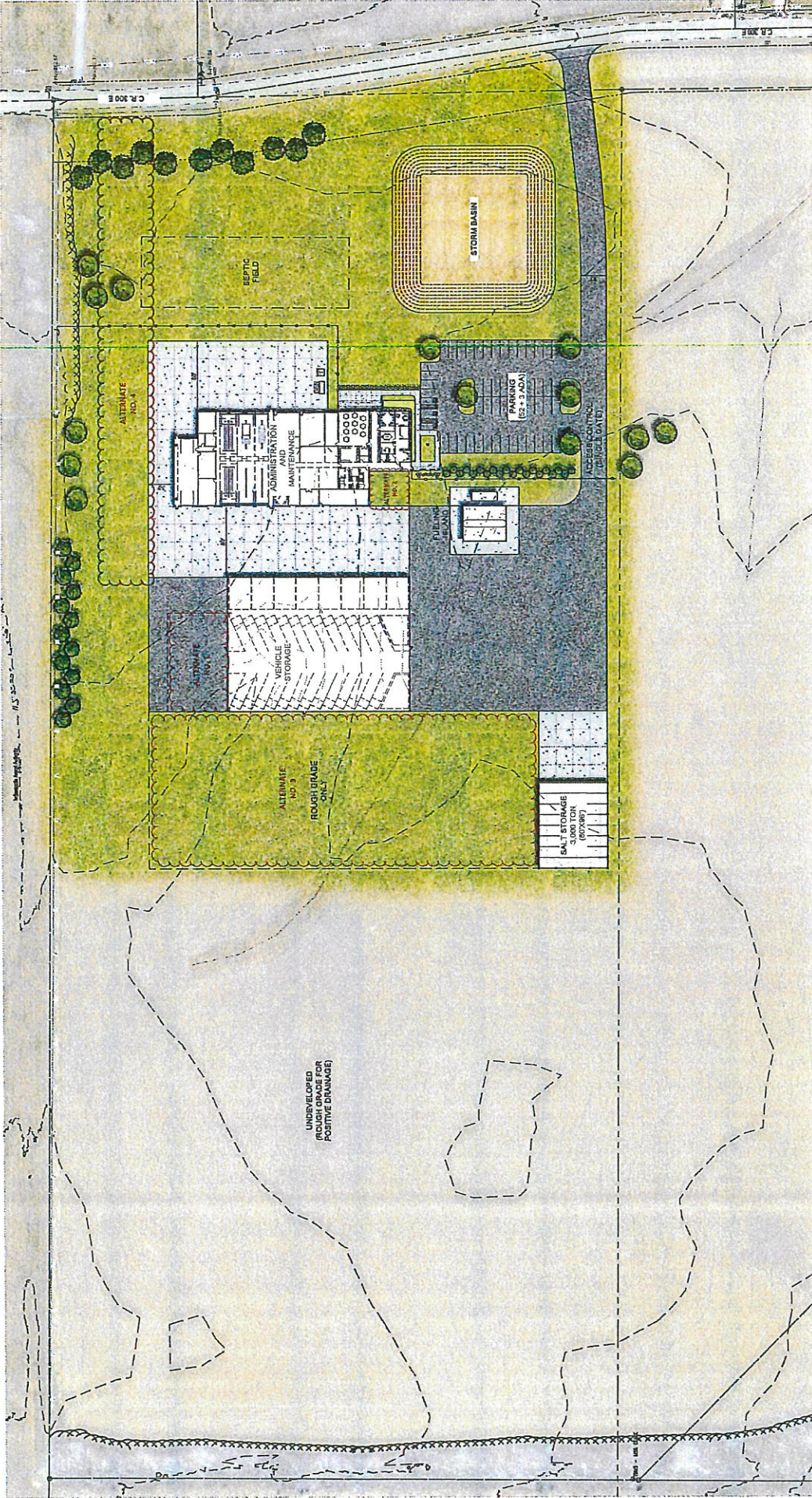
DLZ

ARCHITECTURE • ENGINEERING • PLANNING
 SURVEYING • CONSTRUCTION SERVICES

ARCHITECT/ENGINEER:
 DLZ Indiana, LLC
 2211 E. Jefferson Blvd.
 South Bend, IN 46615
 Ph: 574.236.4400
 www.dlz.com

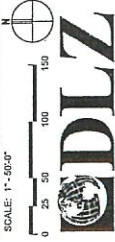
EACH SEAL APPLIES TO ITS DESIGNATED DISCIPLINE.

PRINCIPAL ARCHITECT STEPHEN P. FARRINGTON, AIA	SITE DEVELOPMENT JAMES P. SMITH, P.E., LEED AP	CIVIL (STORM) MARCUS S. STAYL, P.E.	CIVIL (UTILITIES) JAMES L. PERRYMAN, P.E.	STRUCTURAL STEPHEN W. BARNHART, P.E.	MECHANICAL JAMES W. HARRIS, P.E., LEED AP	ELECTRICAL MARCUS S. STAYL, P.E.
---	---	--	--	---	--	-------------------------------------



CONCEPTUAL SITE PLAN

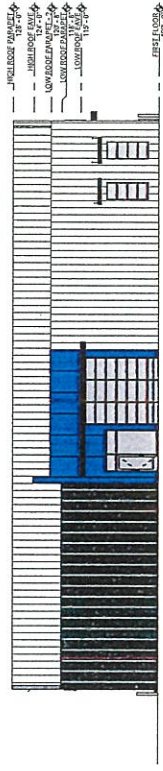
SCALE: 1" = 50.00'



March 4, 2024

Hendricks Co. New Highway Maintenance Garage - Alternates 1-2-3-4

Danville, Indiana



3 SOUTH EXTERIOR ELEVATION - ADMINISTRATION AND MAINTENANCE
 SCALE: 3/8" = 1'-0"

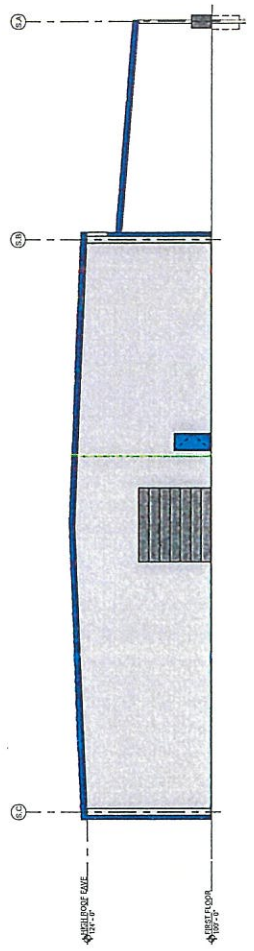


2 WEST EXTERIOR ELEVATION - ADMINISTRATION AND MAINTENANCE
 SCALE: 3/8" = 1'-0"

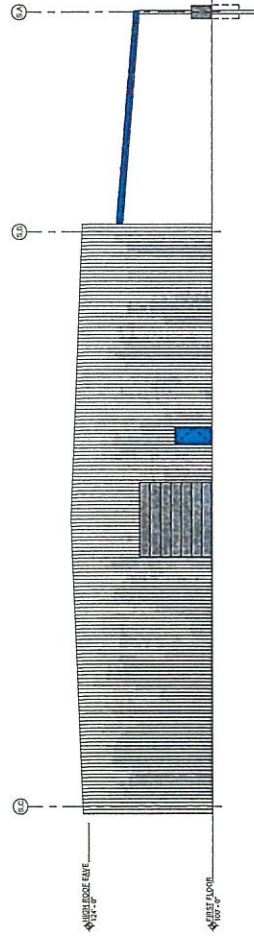


1 EAST EXTERIOR ELEVATION - ADMINISTRATION AND MAINTENANCE
 SCALE: 3/8" = 1'-0"

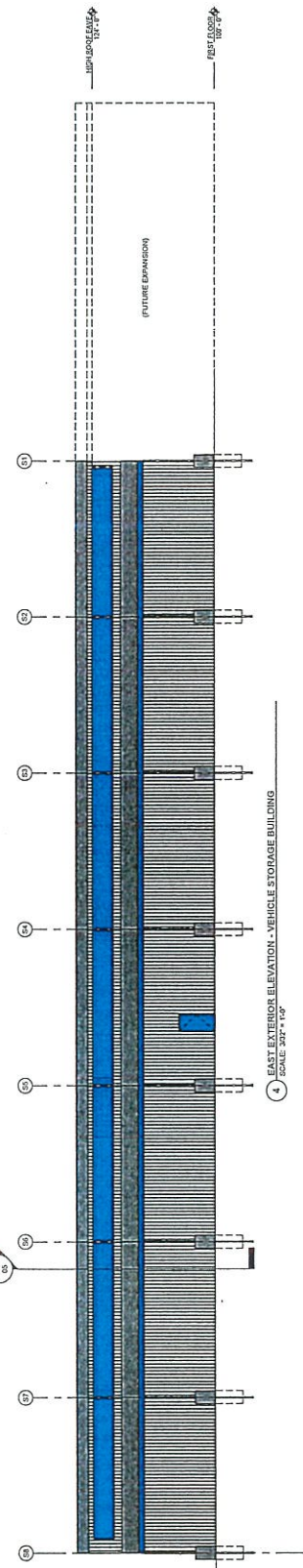
	DANVILLE	HENDRICKS COUNTY, INDIANA NEW HIGHWAY MAINTENANCE GARAGE FACILITY		DATE MARCH 4, 2024	SKETCH NUMBER 04
		EXTERIOR ELEVATIONS - ADMINISTRATION/MAINTENANCE BUILDING		PROJECT NUMBER 2023-1041-50	



3 SECTION - VEHICLE STORAGE BUILDING
SCALE: 3/32" = 1'-0"



3 SOUTH EXTERIOR ELEVATION - VEHICLE STORAGE
SCALE: 3/32" = 1'-0"



4 EAST EXTERIOR ELEVATION - VEHICLE STORAGE BUILDING
SCALE: 3/32" = 1'-0"

	DANVILLE	HENDRICKS COUNTY, INDIANA		SKETCH NUMBER
		NEW HIGHWAY MAINTENANCE GARAGE FACILITY		05
EXTERIOR ELEVATIONS - VEHICLE STORAGE BUILDING		DATE MARCH 4, 2024	PROJECT NUMBER 2065-1041-50	



Hendricks County Government Center
355 South Washington Street Suite G20

Danville, Indiana 46122

Phone: (317) 745-9236 • FAX: (317) 745-9416 • TDD: (317) 745-9391

SEP 16 2024

September 12, 2024

Danville Town Council
Town of Danville
49 N. Wayne Street
Danville, Indiana 46122

Dear Council members:

Hendricks County is applying for annexation of 50 acres owned by the County on CR 300 East adjacent to the airport. This property will be used for the construction of a new County highway facility.

On behalf of the County Commissioners, we respectfully request a waiver of the \$50 filing fee.

Feel free to contact me if you have any questions. The application packet has been submitted today.

Very truly yours,

A handwritten signature in black ink, appearing to read "John E. Ayers", is written over the text "Very truly yours,".

John E. Ayers, P.E.

Hendricks County Engineer

Cc: Lesa Ternet
Mark Morgan
Board of County Commissioners
Greg Steuerwald, County Attorney

ORDINANCE NO. 25-2024

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF DANVILLE, INDIANA,
ANNEXING TERRITORY TO THE TOWN OF DANVILLE,
PLACING THE SAME WITHIN THE CORPORATION BOUNDARIES THEREOF
AND MAKING THE SAME A PART OF THE TOWN OF DANVILLE**

**OLIVIA & GABRIEL SEVIGNY, KAREN & ED LEWIS, AMANDA
BABINEC
SUPER-VOLUNTARY ANNEXATION**

WHEREAS, the Town Council ("Council") of the Town of Danville, Indiana ("Town" or "Danville") has received a petition ("Petition") requesting that certain territory generally located in Part of the Southeast Quarter of the Northwest Quarter of Section 3, Township 15 North, Range 1 West, Center Township, Hendricks County, Indiana, as hereinafter described ("Annexation Territory"), be annexed by Danville; and

WHEREAS, this Petition has been signed by all (i.e. 100%) of the property owners within the Annexation Territory; and

WHEREAS, the Council deems it desirable and in the best interests of the Town to annex the Annexation Territory; and

WHEREAS, this Annexation Territory is more commonly known as being located at 577 North County Road 50 East and is fully described in the attached legal description (Exhibit A) and illustrated on the attached map (Exhibit B); and

WHEREAS, where the legal description attached as Exhibit A describes land this is contiguous to a public right-of-way that has not previously been annexed, the Annexation Territory shall include the contiguous public right-of-way even if it is not described in Exhibit A, except to the extent prohibited by I.C. § 36-4-3-1.5(c); and

WHEREAS, where the parcel of property within the Annexation Territory is adjacent to a parcel of property within the existing Town limits, the Annexation Territory boundary shall conform to and match the boundary of the existing Town limits so long as it does not result in adding or removing parcels of property from the Annexation Territory depicted in Exhibit A; and

WHEREAS, the Annexation Territory consists of approximately 1.64 acres, and is contiguous to the existing Town limits; and

WHEREAS, prior to adoption of this Ordinance, the Council, by resolution, will have adopted a written fiscal plan and definite policy for the provision of services of both a non-capital and capital nature to the Annexation Territory that meets the requirements of I.C. § 36-4-3; and

WHEREAS, the terms and conditions of this annexation, including the written fiscal plan, are fairly calculated to make the annexation fair and equitable to property owners and residents of the Annexation Territory and of the Town; and

WHEREAS, prior to the final adoption of this Ordinance, the Town will have conducted a public hearing pursuant to proper notice issued as required by law; and

WHEREAS, the Council finds that the Annexation pursuant to the terms of this Ordinance is fair and equitable and should be accomplished.

NOW THEREFORE, BE IT ORDAINED by the Town Council of the Town of Danville, Indiana, as follows:

1. The above recitals including Exhibit A are incorporated herein by this reference as though fully set forth herein below.
2. In accordance with I.C. § 36-4-3-5.1 and other applicable laws, the Annexation Territory is hereby annexed to the Town and thereby included within its corporate boundaries pursuant to the terms of this Ordinance.
3. The Annexation Territory is assigned to Council District (Ward) No. 1.
4. All prior Ordinances or parts thereof that may be inconsistent with any provision of this Ordinance are hereby superseded. The paragraphs, sentences, words, and Annexation Territory of this Ordinance are separable, and if a court of competent jurisdiction hereof declares any portion of the Ordinance or the Annexation Territory unconstitutional, invalid, or unenforceable for any reason, such declaration shall not affect the remaining portions of the Annexation Territory or this Ordinance.
5. The effective date of this annexation shall be as soon as allowed by law following its adoption, execution, and publication as required by law.

Introduced on October 2nd, 2024 and adopted by the Town Council of the Town of Danville, Indiana, on November 6th, 2024.

THE TOWN COUNCIL OF THE TOWN OF
DANVILLE, INDIANA

Chris Gearld, President

Michael Chatham, Vice-President

Greg Irby, Member

Bret Doub, Member

Dave Potter, Member

ATTEST:

Carrie Lofton, Clerk-Treasurer

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law."

Lesa Ternet
Document prepared by: Lesa Ternet

Super-Voluntary Annexation Timetable
Olivia & Gabriel Sevigny, Karen & Ed Lewis, Amanda
Babinec
577 North CR 50 East

Sep 16th Petition was filed for annexation into the Town of Danville.

Sep 20th Legal notice submitted to *The Republican*.

*Petitioner submits public hearing notice for annexation to run one time in
The Republican on September 26th*

Sep 26th Notice of public hearings on annexation appears in *The Republican*. Minimum 20-day waiting period begins before public hearing may be held on annexation ordinance.

Oct 2nd **Annexation ordinance is introduced.**

Oct 15th 20-day waiting period ends. Public hearing on annexation slated for regularly scheduled Town Council meeting.

Oct 16th **Town Council holds public hearing on annexation.**

Oct 16th Minimum 14-day waiting period begins before Council can take final action on annexation.

Oct 30th 14-day waiting periods ends. Town Council may take final action on annexation at next regularly scheduled meeting.

Nov 6th **Town Council adopts annexation ordinance.**
Fiscal plan is adopted by Town Council.

Nov 8th Clerk-Treasurer submits public notice on approved annexation to paper.

Nov 14th Public notice on approved annexation is published.
30-day waiting period begins before annexation can be recorded.

Dec 14th 30-day waiting period ends.

Dec 16th *Clerk-Treasurer records annexation with County and files annexation with the appropriate agencies.*

2024 - 2206

PETITION FOR ANNEXATION

SFP 1 ⁶ 2024

Common Address of Property: 577 N. CR 50 E. Danville, IN 46122

[attach legal description and map showing location of property]

Petitioner Name(s): Olivia + Gabriel Sevigny Karen Lewis, Ed Lewis, Amanda Babinec

Mailing Address of Petitioner: 577 N CR 50 E Danville, IN 46122

Petitioner's Phone Number: 317-833-2203

Petitioner's Email: Sevigny2017@gmail.com

Property Owner's Name (if not Petitioner) _____

Property Owner's Mailing Address: _____

Tax ID / Parcel Number: 32-11-03-190-007.000-002

of Persons Living on Property: 4 Acreage: 1.67

Zoning Sought: _____ Current County Zoning: _____

Present Use of Property: residential

Plans for Changes in Use of Property: _____

Reasons for Seeking Annexation: water hook-up

Electrical Service Provider: _____ Existing Sidewalks: Yes / No

Existing Utilities: Well Septic Other _____ Well to be abandoned: Yes / No

Olivia Sevigny Gabriel Sevigny Karen Lewis, Edward Lewis, Amanda Babinec
Name(s) of Petitioner(s) - printed or typed

Olivia Sevigny Gabriel Sevigny Karen Lewis (KLE) Ed Lewis
Signature(s) of Petitioner(s):

9/16/24
Date

[attach affidavit of consent to annexation signed by all owners of the property to be annexed who have not signed this document as petitioner(s)]

Dese Tennet

Received by

9-16-24

Date

Exhibit A

SEP 16 2024

A part of the Southeast Quarter of the Northwest Quarter of Section 3, Township 15 North, Range 1 West, Center Township, Hendricks County, Indiana, described as follows:

Beginning at a point 347.53 feet East of and 329.81 feet North of the Southwest corner of the Southeast Quarter of the Northwest Quarter of said section; thence bearing North 27 degrees 45 minutes 00 seconds West for a distance of 54.66 feet to a point; thence bearing North 28 degrees 30 minutes 00 seconds West for a distance of 156.44 feet to a point; thence bearing North 79 degrees 42 minutes 15 seconds East for a distance of 452.59 feet to a point; thence bearing South 0 degrees 00 minutes 00 seconds East for a distance of 150.50 feet to a point; thence bearing South 71 degrees 23 minutes 21 seconds West for a distance of 364.25 feet to the point of beginning, containing 1.64 acres, more or less. Subject to all highways, rights of way and easements.



HAHN SURVEYING GROUP, INC.

Land Surveyors

8925 N. Meridian Street, Suite 120

Indianapolis, IN 46260

PHONE: (317) 846-0840 / (317) 846-4119

FAX: (317) 846-4298 / (317) 582-0662

EMAIL: orders@hahnsurveying.com

www.hahnsurveying.com

Job No.: S22-12712

Sheet 3 of 3

EXHIBIT B



SEP 16 2024

**AGREEMENT NOT TO REMONSTRATE AGAINST ANNEXATION FOR
CONNECTION TO THE TOWN OF DANVILLE'S SANITARY SEWER
AND/OR WATER DISTRIBUTION SYSTEMS**

We, Olivia + Gabriel Sevigny Amanda Babinec
Karen & Ed Lewis, owners of approximately
_____ acres of real property (henceforth called the "Property") described in the attached
exhibit "Exhibit A" agree to waive our right, and that of any successors in title, to remonstrate against
pending or future annexations of the property by the Town of Danville ("Town") in consideration for the
Town's agreement to allow the development on the property to be connected to the Town's sanitary
sewer and/or water systems. Connection to and use of the Town's sewer and water systems shall be
subject to the terms and conditions generally applicable to other new connections made for properties
within the Town (e.g. the sewer laterals and their connections to the Town's sewer main must meet
Town specifications; all tap-in and sewer use fees must be paid and the Town's sewer use ordinance
requirements must be followed).

We the undersigned agree that this waiver of the right to remonstrate shall also bar the filing of a
declaratory judgement action or any other legal or equitable action to contest or appeal the
annexation of the property.

Executed this 16 day of September, 2024

Olivia Sevigny Gabriel Sevigny
Property Owner
Amanda Babinec Karen Lewis
Property Owner
Ed Lewis

Acceptance of the Town of Danville:

By: Mark R. Morgan
Mark Morgan, Town Manager

Date: Sept. 18, 2024

SEP 16 2024

SURVEYOR LOCATION REPORT

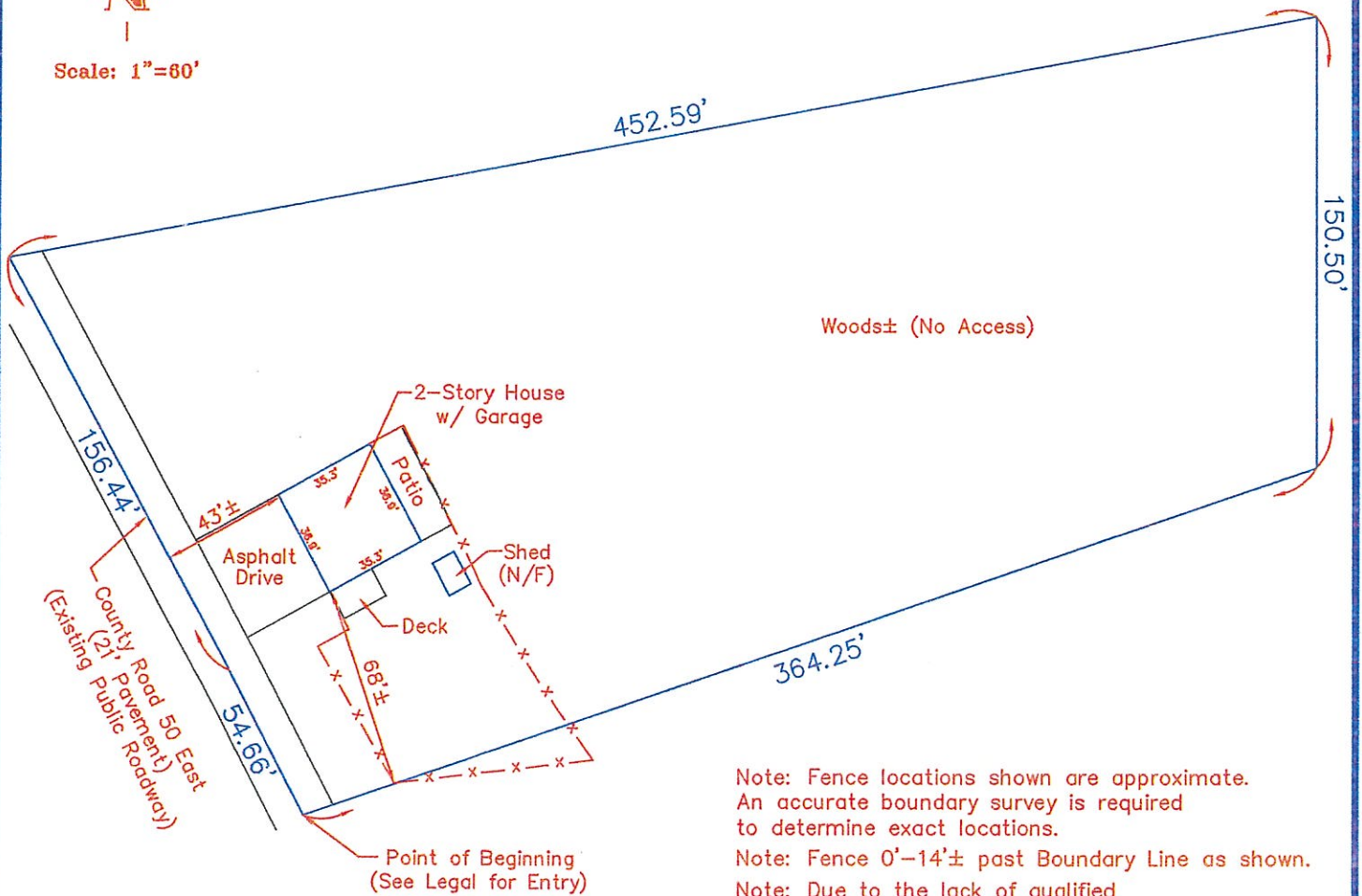
I hereby certify to the parties named above that the real estate described herein was inspected under my supervision on the date indicated and that to the best of my knowledge, this report conforms with the requirements contained in Sections 27 through 29 of 865 IAC 1-1-12 for a SURVEYOR LOCATION REPORT. Unless otherwise noted there is no visible evidence of possession lines found.

Legend

— X — X —	Fence±
N/F	No Foundation



Scale: 1"=60'



Note: Fence locations shown are approximate. An accurate boundary survey is required to determine exact locations.

Note: Fence 0'-14'± past Boundary Line as shown.

Note: Due to the lack of qualified monumentation found, the accuracy of this report is limited to 10'±.



HAHN SURVEYING GROUP, INC.
 Land Surveyors
 8925 N. Meridian Street, Suite 120
 Indianapolis, IN 46260
 PHONE: (317) 846-0840 / (317) 846-4119
 FAX: (317) 846-4298 / (317) 582-0662
 EMAIL: orders@hahnsurveying.com
www.hahnsurveying.com



CERTIFIED: August 25, 2022

Chad D. Hahn

Chad D. Hahn
 Registered Land Surveyor,
 Indiana #20300031
 Job No.: S22-12712
 Drawn By: MP
 Sheet 2 of 3

Gabriel & Olivia Sevigny
(317) 833-2203
Sevigny2017@gmail.com
577 N County Road 50 E
Danville, IN 46122

September 16, 2024

SEP 16 2024

Lisa Ternet
Town Planner
Town of Danville
49 N Wayne St.
Danville, IN 46122

Dear Lisa,

Thank you for the consideration of being annexed into the Town of Danville. As discussed previously, our hope was for it to be introduced and brought into the public hearing for the October meeting. We are in the process of selling our home. We plan on closing on 9/25/2024. Ownership will transfer 10/6/2024 before annexation is complete. The new homeowners (Amanda Babinec, Karen & Ed Lewis) have been made aware of this process and have also been included in/signed the petition paperwork. Thank you!

Sincerely,

Gabe & Olivia Sevigny

Ordinance 26-2024

NOTICE TO TAXPAYERS

The Notice to Taxpayers is available online at www.budgetnotices.in.gov or by calling (888) 739-9826.

Complete details of budget estimates by fund and/or department may be seen by visiting the office of this unit of government at **49 N Wayne St, Danville, IN 46122.**

Notice is hereby given to taxpayers of **DANVILLE CIVIL TOWN, Hendricks County, Indiana** that the proper officers of **Danville Civil Town** will conduct a public hearing on the year **2025** budget. Following this meeting, any ten or more taxpayers may object to a budget, tax rate, or tax levy by filing an objection petition with the proper officers of **Danville Civil Town** not more than seven days after the hearing. The objection petition must identify the provisions of the budget, tax rate, or tax levy to which taxpayers object. If a petition is filed, **Danville Civil Town** shall adopt with the budget a finding concerning the objections in the petition and testimony presented. Following the aforementioned hearing, the proper officers of **Danville Civil Town** will meet to adopt the following budget:

Public Hearing Date	Wednesday, October 2, 2024
Public Hearing Time	7:00 PM
Public Hearing Location	49 N Wayne St, Danville, IN 46122

Adoption Meeting Date	Wednesday, October 16, 2024
Adoption Meeting Time	7:00 PM
Adoption Meeting Location	49 N Wayne St, Danville, IN 46122

Estimated Civil Max Levy	\$3,972,082
Property Tax Cap Credit Estimate	\$210,000

1 Fund Name	2 Budget Estimate	3 Maximum Estimated Funds to be Raised (including appeals and levies exempt from maximum levy limitations)	4 Excessive Levy Appeals	5 Current Tax Levy	6 Levy Percentage Difference (Column 3 / Column 5)
0061-RAINY DAY	\$500,000	\$0	\$0	\$0	
0101-GENERAL	\$10,500,000	\$3,500,000	\$750,000	\$2,687,022	30.26%
0180-DEBT SERVICE	\$195,102	\$250,000	\$0	\$178,666	39.93%
0254-LOCAL INCOME TAX	\$250,000	\$0	\$0	\$0	
0283-LEASE RENTAL PAYMENT	\$634,000	\$715,000	\$0	\$0	
0706-LOCAL ROAD & STREET	\$325,000	\$0	\$0	\$0	
0708-MOTOR VEHICLE HIGHWAY	\$1,000,000	\$0	\$0	\$0	
1151-CONTINUING EDUCATION	\$75,000	\$0	\$0	\$0	
1301-PARK & RECREATION	\$1,200,000	\$800,000	\$0	\$712,553	12.27%
1380-PARK BOND	\$177,219	\$125,000	\$0	\$69,637	79.50%
2379-CUMULATIVE CAPITAL IMP (CIG TAX)	\$50,000	\$0	\$0	\$0	

2391-CUMULATIVE CAPITAL DEVELOPMENT	\$750,000	\$525,000	\$0	\$351,704	49.27%
2411-ECONOMIC DEV INCOME TAX CEDIT	\$900,000	\$0	\$0	\$0	
6501-WATER	\$3,500,000	\$0	\$0	\$0	
9500-Park Non-Reverting Fund	\$950,000	\$0	\$0	\$0	
9501-Stormwater	\$900,000	\$0	\$0	\$0	
9502-HOST Community Agreement	\$1,600,000	\$0	\$0	\$0	
9503-Sewer Operating	\$4,100,000	\$0	\$0	\$0	
9504-Fire Donation Fund	\$25,000	\$0	\$0	\$0	
9505-Police Donations	\$150,000	\$0	\$0	\$0	
9506-Food and Beverage Tax	\$375,000	\$0	\$0	\$0	
9507-OPIOID FUND - RESTRICTED	\$75,000	\$0	\$0	\$0	
9508-Pool & Park Donations	\$50,000	\$0	\$0	\$0	
Totals	\$28,281,321	\$5,915,000	\$750,000	\$3,999,582	

ORDINANCE OR RESOLUTION FOR APPROPRIATIONS AND TAX RATES

State Form 55865 (7-15)
 Approved by the State Board of Accounts, 2015
 Prescribed by the Department of Local Government Finance

Budget Form No. 4
 Generated 9/26/2024 3:20:43 PM

Ordinance / Resolution Number: 26-2024

Be it ordained/resolved by the **Town Council** that for the expenses of **DANVILLE CIVIL TOWN** for the year ending December 31, **2025** the sums herein specified are hereby appropriated and ordered set apart out of the several funds herein named and for the purposes herein specified, subject to the laws governing the same. Such sums herein appropriated shall be held to include all expenditures authorized to be made during the year, unless otherwise expressly stipulated and provided for by law. In addition, for the purposes of raising revenue to meet the necessary expenses of **DANVILLE CIVIL TOWN**, the property tax levies and property tax rates as herein specified are included herein. Budget Form 4-B for all funds must be completed and submitted in the manner prescribed by the Department of Local Government Finance.

This ordinance/resolution shall be in full force and effect from and after its passage and approval by the **Town Council**.

Name of Adopting Entity / Fiscal Body	Type of Adopting Entity / Fiscal Body	Date of Adoption
Town Council	Town Council	10/16/2024

Funds				
Fund Code	Fund Name	Adopted Budget	Adopted Tax Levy	Adopted Tax Rate
0061	RAINY DAY	\$500,000	\$0	0.0000
0101	GENERAL	\$10,500,000	\$3,500,000	0.5854
0180	DEBT SERVICE	\$195,102	\$250,000	0.0418
0254	LOCAL INCOME TAX	\$250,000	\$0	0.0000
0283	LEASE RENTAL PAYMENT	\$634,000	\$715,000	0.1196
0706	LOCAL ROAD & STREET	\$325,000	\$0	0.0000
0708	MOTOR VEHICLE HIGHWAY	\$1,000,000	\$0	0.0000
1151	CONTINUING EDUCATION	\$75,000	\$0	0.0000
1301	PARK & RECREATION	\$1,200,000	\$800,000	0.1338
1380	PARK BOND	\$177,219	\$125,000	0.0209
2379	CUMULATIVE CAPITAL IMP (CIG TAX)	\$50,000	\$0	0.0000
2391	CUMULATIVE CAPITAL DEVELOPMENT	\$750,000	\$525,000	0.0878
2411	ECONOMIC DEV INCOME TAX CREDIT	\$900,000	\$0	0.0000
6501	WATER	\$3,500,000	\$0	0.0000
		\$20,056,321	\$5,915,000	0.9893

ORDINANCE OR RESOLUTION FOR APPROPRIATIONS AND TAX RATES

State Form 55865 (7-15)
 Approved by the State Board of Accounts, 2015
 Prescribed by the Department of Local Government Finance

Budget Form No. 4
 Generated 9/26/2024 3:20:43 PM

Home-Ruled Funds (Not Reviewed by DLGF)		
Fund Code	Fund Name	Adopted Budget
9500	Park Non-Reverting Fund	\$950,000
9501	Stormwater	\$900,000
9502	HOST Community Agreement	\$1,600,000
9503	Sewer Operating	\$4,100,000
9504	Fire Donation Fund	\$25,000
9505	Police Donations	\$150,000
9506	Food and Beverage Tax	\$375,000
9507	OPIOID FUND - RESTRICTED	\$75,000
9508	Pool & Park Donations	\$50,000
		\$8,225,000

Name		Signature
David Potter	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Bret Doub	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Greg Irby	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Michael Chatham	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Chris Gearld	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	

ATTEST

Name	Title	Signature
Carrie Lofton	Clerk-Treasurer	

MAYOR ACTION (For City use only)

Name		Signature	Date
	Approve <input type="checkbox"/> Veto <input type="checkbox"/>		

In accordance with IC 6-1.1-17-16(k), we state our intent to issue debt after December 1 and before January 1 Yes No

In accordance with IC 6-1.1-17-16(k), we state our intent to file a shortfall appeal after December 1 and before December 31 Yes No

AFFIDAVIT, RELEASE AND WAIVER OF LIEN

Alan Dale, being duly sworn states that he/she is the Project Manager (Name of Project Manager) (Title)

of Bowen Engineering having contracted with Town of Danville (Bowen) (Owner)

to furnish certain materials and/or labor as follows: General Construction (Description)

for a project known as Danville North Interceptor Improvements

located at 49 North Wayne Street, Danville, IN 46122

and owned by Town of Danville (Owner)

and does hereby further state on the behalf of the aforementioned Contractor

that there is due from owner the sum of Dollars (\$ 39,526.95)

amount in words: Thirty nine thousand five hundred twenty six dollars 95/100 (PARTIAL WAIVER)

{ } receipt of which is hereby acknowledged; or { } the payment of which has been promised as the sole consideration for this Affidavit and Waiver of Lien, which is given solely with respect to said amount, and which waiver shall be effective only upon receipt of payment thereof by the undersigned;

(FINAL WAIVER) { } receipt of which is hereby acknowledged; or { x } the payment of which has been promised as the sole consideration for this Affidavit and Final Waiver of Lien for the Project, and which waiver shall be effective only upon receipt of payment thereof by the undersigned.

THEREFORE, the undersigned waives and releases unto the Owner of said premises, any and all liens or claims whatsoever on the above-described property and improvements thereon on account of labor, material, services and/or equipment provided by the undersigned, subject to the limitations or conditions expressed herein, if any; and further releases claims of any nature against the Owner and its sureties. If any, on account of the labor, materials and/or services provided, or which should have been provided, again subject to the limitations or conditions expressed herein, if any. The undersigned further agrees to indemnify, defend and hold the Owner and its sureties, if any, harmless from any and all claims and liens for services, labor, materials and/or equipment furnished by or on their behalf for the above described Project within the scope of the Payment set forth above. The undersigned further certifies that all parties who have provided labor, materials, and/or services for said work have been fully paid, or will be fully paid out of their payment contemplated herein, if any, such that no other party has or shall have any claim or right to a lien on account of labor, materials, services and/or equipment provided to the undersigned for said project and within the scope of this Affidavit, Release and Waiver of Lien.

I SWEAR OR AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FOREGOING STATEMENTS ARE TRUE TO THE BEST OF MY KNOWLEDGE.

Bowen Engineering By Alan Dale, Project Manager (Bowen) (Authorized Representative/Title)

State of Indiana County of Marion

Before me, A Notary Public in and for said County and State, personally appeared Alan Dale

capacity as Project Manager of Bowen Engineering Corporation

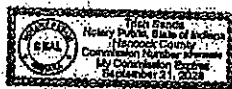
and who, having been duly sworn, executed this Affidavit, Release and Waiver of Lien.

WITNESS MY HAND AND NOTORIAL SEAL, this 23rd day of July 2024

My Commission Expires: 9/21/2028 Signature: [Signature]

Printed: Trish Sands (Notary Public)

Residing in: Indiana County Hancock



CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

Bowen Engineering Corporation
Danville North Interceptor Improvements
Job# 1423042

APPLICATION DATE: 7/23/2024
PERIOD TO: 7/30/2024

A ITEM NO.	B DESCRIPTION OF WORK	UNITS	UNIT PRICE	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD COST	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	(G + G)	H BALANCE TO FINISH (C - G)	I RETAINAGE 10%
					FROM PREVIOUS UNITS FROM PREVIOUS	FROM PREVIOUS COST FROM PREVIOUS (D + E)						
1	Mobilization/Demobilization	100	\$ 5,000.00	\$ 500,000.00	-	\$ 475,000.00	4,57209	\$ 22,860.45	\$ 497,860.45	1.00	\$ 2,139.55	\$ -
2	General Conditions	100	\$ 980.00	\$ 98,000.00	-	\$ 98,000.00	0	-	\$ 98,000.00	1.00	\$ -	\$ -
3	Construction Engineering	100	\$ 1,800.00	\$ 180,000.00	-	\$ 180,000.00	0	-	\$ 180,000.00	1.00	\$ -	\$ -
4	Tree Clearing	100	\$ 2,650.00	\$ 265,000.00	-	\$ 265,000.00	0	-	\$ 265,000.00	1.00	\$ -	\$ -
5	Subsurface Exploration	3484	\$ 14.35	\$ 50,000.00	-	\$ 50,000.00	0	-	\$ 50,000.00	1.00	\$ -	\$ -
6	Dewatering	40	\$ 7,375.00	\$ 295,000.00	-	\$ 295,000.00	0	-	\$ 295,000.00	1.00	\$ -	\$ -
7	SWFP Installation	100	\$ 600.00	\$ 60,000.00	-	\$ 60,000.00	0	-	\$ 60,000.00	1.00	\$ -	\$ -
8	Pipe Installation	3484	\$ 272.68	\$ 950,000.00	-	\$ 950,000.00	0	-	\$ 950,000.00	1.00	\$ -	\$ -
9	Creek Crossings	3	\$ 31,333.33	\$ 94,000.00	-	\$ 94,000.00	0	-	\$ 94,000.00	1.00	\$ -	\$ -
10	MH Drop Installation	100	\$ 3,700.00	\$ 370,000.00	-	\$ 370,000.00	0	-	\$ 370,000.00	1.00	\$ -	\$ -
11	MH Installation	12	\$ 57,500.00	\$ 690,000.00	-	\$ 690,000.00	0	-	\$ 690,000.00	1.00	\$ -	\$ -
12	Granular Material	2000	\$ 237.50	\$ 475,000.00	-	\$ 475,000.00	0	-	\$ 475,000.00	1.00	\$ -	\$ -
13	Easement Restoration	100	\$ 1,100.00	\$ 110,000.00	-	\$ 110,000.00	0	-	\$ 110,000.00	1.00	\$ -	\$ -
14	Roadway Restoration	100	\$ 1,129.57	\$ 112,957.00	-	\$ 112,957.00	0	-	\$ 112,957.00	1.00	\$ 0.00	\$ -
15	Maintenance of Traffic	100	\$ 370.00	\$ 37,000.00	-	\$ 37,000.00	0	-	\$ 37,000.00	1.00	\$ -	\$ -
16	Testing/elevising	100	\$ 180.00	\$ 18,000.00	-	\$ 18,000.00	0	-	\$ 18,000.00	1.00	\$ -	\$ -
17	Bonds/Insurance	100	\$ 300.00	\$ 30,000.00	-	\$ 30,000.00	0	-	\$ 30,000.00	1.00	\$ -	\$ -
18	Fixed Fee	100	\$ 3,703.70	\$ 370,370.00	-	\$ 353,703.50	4,4999595	\$ 15,666.50	\$ 370,370.00	1.00	\$ (0.00)	\$ -
19	Project Contingency	100	\$ 2,946.73	\$ 294,673.00	-	\$ 294,673.00	0	-	\$ 294,673.00	1.00	\$ -	\$ -
20	Phase 2	100	\$ 4,000.00	\$ 400,000.00	-	\$ 400,000.00	0	-	\$ 400,000.00	1.00	\$ -	\$ -
21	Phase 3	100	\$ 23,216.76	\$ 2,321,676.00	-	\$ 2,159,158.68	0	-	\$ 2,159,158.68	0.93	\$ 162,517.32	\$ -
TOTALS				\$ 7,721,676.00	\$ 7,517,509.18	\$ 7,557,036.13	0.98	\$ 164,639.87	\$ -			

DRAINAGE AND UTILITY EASEMENT

Cross-Reference

This easement encumbers real estate known as parcel number 32-11-10-164-010.000-003 most recently transferred by Warranty Deed recorded December 17, 2018 as Instrument Number 201828100, in the Office of the Recorder of Hendricks County, Indiana.

Grant of Easement

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, South Wayne, LLC (hereinafter "Grantor") owns certain real estate located in Hendricks County, Indiana, being more particularly described in attached Exhibit "A"; and

WHEREAS, Grantor is willing and desirous of granting to the Town of Danville ("Grantee") a Drainage and Utility Easement over, through, upon and across the real estate more particularly described in attached Exhibit "B" and depicted in attached Exhibit "C" (the "Easement Area") subject to certain terms and conditions contained herein.

NOW THEREFORE, for a good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant unto Grantee (i) a perpetual easement over, through, under, upon and across the Easement Area for sub-surface water, sewer and drainage utilities (the "Facilities"), and (ii) a temporary easement (the "Temporary Easement") for the initial installation of the Facilities in the Easement Area as depicted in Exhibit "C" as "Temporary Easement", subject to the following terms and conditions:

1. That this easement shall include the right to enter upon and along the Easement Area and to install, construct, reconstruct, replace, repair, service, patrol, operate, alter and maintain (collectively referred to as "Operation") the Facilities in the Grantee's discretion.
2. That Operation of the Facilities within the Easement Area shall be the sole expense of the Grantee.
3. That the Easement Area shall be returned to a condition as existed prior to any Operation of the Facilities.
4. That Grantee shall have the right to cut, trim, control, and remove the growth of trees, shrubbery and other vegetation, so that such growth does not interfere

with or threaten or endanger the operation and maintenance of the Facilities, and Grantee shall have the right of ingress and egress over adjoining premises and lands only when necessary and without doing damage to such adjoining lands, and only for temporary periods as necessary after the initial construction of the Facilities.

5. That Grantor shall not cause or permit any building, structure or other obstruction to be constructed, placed or maintained upon any portion of the Easement Area and shall not alter the contour of the Easement Area nor use or allow the use of the Easement Area in any way that will interfere with or threaten or endanger the operation and maintenance of the Facilities.
6. That the Temporary Easement shall automatically terminate and be released upon completion of the initial installation of the Facilities,
7. That any action to enforce the terms of this Drainage and Utility Easement shall include attorney's fees and any costs thereof to the successful party.
8. That the easement granted herein shall run with the land and shall be binding on the respective heirs, successors and assigns of Grantor and Grantee.

So granted this ____ day of _____, 2024.

South Wayne, LLC

By:

Signature

Printed: _____

Title: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ (name), the duly authorized _____ (title) of South Wayne, LLC, who acknowledged the execution of the foregoing Easement, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this _____ day of _____, 2024.

SIGNATURE OF NOTARY PUBLIC

PRINTED NAME OF NOTARY PUBLIC
COUNTY OF RESIDENCE: _____
MY COMMISSION EXPIRES: _____

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. _____.

This instrument was prepared by Amy Comer Elliott, Attorney-at-Law, P.O. Box 207, Danville, IN 46122, (317-745-4300).

EXHIBIT "A"
South Wayne, LLC

Part of the West half of the Northwest quarter of Section 10, Township 15 North, Range 1 West, in the town of Danville, Indiana. Said surveyed tract is more particularly bound and describes as follows, to-wit:

Being a part of the West half of the Northwest quarter of Section 10, Township 15 North, Range 1 West, in the town of Danville, Indiana and beginning at a point on the centerline of Wayne Street 130.00 feet South and 30 feet West of the Southwest corner of Block 12 in the Christian C. Nave Addition; thence continuing South on and along the centerline of South Wayne Street for a distance of 355.30 feet to a point; thence deflecting 98 degrees 00 minutes left and traversing North 82 degrees 00 minutes East for a distance of 344.60 feet to a point on the East line of the West half of the Northwest quarter of said Section 10; thence deflecting 81 degrees 20 minutes left and running North 0 degrees 40 minutes East on and along the East line of said West half quarter section 427.37 feet to a point; thence deflecting 90 degrees 40 minutes left and running West 186.22 feet to a point; thence deflecting 90 degrees 00 minutes left and traversing South 120.00 feet to a point; thence deflecting 90 degrees 00 minutes right and running West 160.00 feet to the point of beginning.

EXHIBIT "B"
EASEMENT AREA

Land Descriptions

0.244 AC. +/- Permanent Easement

A part of the Northwest Quarter of Section 10, Township 15 North, Range 1 West of the Second Principal Meridian in the Town of Danville, Hendricks County, Indiana, being a part of the land described in Instrument Number 201828100 in the Office of the Recorder of Hendricks County as depicted in a Location Control Route Survey prepared by Banning Engineering as Job Number 20122, recorded as Instrument Number 202119646 in the Office of said Recorder, (all references to monuments and courses herein are as shown on Exhibit "A" of this document) described as follows:

Commencing at the center of said Section 10; thence South 89 degrees 59 minutes 56 seconds West along the south line of said Northwest Quarter 1508.24 feet; thence North 00 degrees 00 minutes 00 seconds East 798.39 feet to the southwest corner of a 15 foot sanitary sewer easement recorded in Book 52, Page 480 in the Office of the Recorder of said County, (the following two (2) calls are along the south and east line thereof); 1) North 89 degrees 15 minutes 11 seconds East 15.00 feet; 2) North 00 degrees 44 minutes 49 seconds West 4.28 feet to the POINT OF BEGINNING; thence North 69 degrees 47 minutes 27 seconds West 21.41 feet; thence North 00 degrees 44 minutes 49 seconds West 125.11 feet; thence South 89 degrees 28 minutes 15 seconds West 147.51 feet to the east right of way line of Wayne Street, said line also being the west line of the land described in Instrument Number 201828100 in the Office of said Recorder; thence North 00 degrees 44 minutes 49 seconds West 20.00 feet; thence North 89 degrees 28 minutes 15 seconds East 147.51 feet; thence North 00 degrees 44 minutes 49 seconds West 23.26 feet to the north line of said land described in Instrument Number 201828100; thence North 89 degrees 15 minutes 11 seconds East along said north line 20.00 feet to the east line of said 15 foot sanitary sewer easement; thence South 00 degrees 44 minutes 49 seconds East along said east line 154.61 feet; thence South 69 degrees 47 minutes 27 seconds East 37.40 feet; thence North 76 degrees 04 minutes 25 seconds East 144.64 feet to the west line of the land of Lane, described in Instrument Number 200200045526 in the Office of said Recorder; thence South 00 degrees 04 minutes 49 seconds East along said west line 20.60 feet; thence South 76 degrees 04 minutes 25 seconds West 136.09 feet; thence South 08 degrees 31 minutes 03 seconds West 31.25 feet; thence North 81 degrees 28 minutes 59 seconds West 20.00 feet; thence North 08 degrees 31 minutes 03 seconds East 29.80 feet; thence North 69 degrees 47 minutes 27 seconds West 24.66 feet to the POINT OF BEGINNING, containing 0.244 acres, more or less.

The lines of the above described easement shall be shortened or extended to run to and along the west and north lines of said land described in Instrument Number 201828100 and the west line of said land of Lane.

0.076 AC. +/- Temporary Construction Easement (#1)

A part of the Northwest Quarter of Section 10, Township 15 North, Range 1 West of the Second Principal Meridian in the Town of Danville, Hendricks County, Indiana, being a part of the land described in Instrument Number 201828100 in the Office of the Recorder of Hendricks County as depicted in a Location Control Route Survey prepared by Banning Engineering as Job Number 20122, recorded as Instrument Number 202119646 in the Office of said Recorder, (all references to

monuments and courses herein are as shown on Exhibit "A" of this document) described as follows:

Commencing at the center of said Section 10; thence South 89 degrees 59 minutes 56 seconds West along the south line of said Northwest Quarter 1508.24 feet; thence North 00 degrees 00 minutes 00 seconds East 798.39 feet to the POINT OF BEGINNING; thence North 68 degrees 47 minutes 39 seconds West 10.77 feet; thence North 00 degrees 44 minutes 49 seconds West 133.03 feet; thence North 89 degrees 28 minutes 15 seconds East 5.00 feet; thence South 00 degrees 44 minutes 49 seconds East 125.11 feet; thence South 69 degrees 47 minutes 27 seconds East 21.41 feet; thence continue South 69 degrees 47 minutes 27 seconds East 24.66 feet; thence South 08 degrees 31 minutes 03 seconds West 29.80 feet; thence South 81 degrees 28 minutes 59 seconds East 20.00 feet; thence North 08 degrees 31 minutes 03 seconds East 31.25 feet; thence North 76 degrees 04 minutes 25 seconds East 136.09 feet to the west line of the land of Lane, described in Instrument Number 200200045526 in the Office of said Recorder; thence South 00 degrees 04 minutes 49 seconds East along said west line 10.26 feet; thence South 76 degrees 04 minutes 25 seconds West 126.77 feet; thence South 08 degrees 31 minutes 03 seconds West 34.56 feet; thence North 81 degrees 28 minutes 59 seconds West 40.00 feet; thence North 08 degrees 31 minutes 03 seconds East 31.65 feet; thence North 68 degrees 47 minutes 39 seconds West 29.13 feet to the POINT OF BEGINNING, containing 0.076 acres, more or less.

The lines of the above described easement shall be shortened or extended to run to and along the west line of said land of Lane.

0.034 AC. +/- Temporary Construction Easement (#2)

A part of the Northwest Quarter of Section 10, Township 15 North, Range 1 West of the Second Principal Meridian in the Town of Danville, Hendricks County, Indiana, being a part of the land described in Instrument Number 201828100 in the Office of the Recorder of Hendricks County as depicted in a Location Control Route Survey prepared by Banning Engineering as Job Number 20122, recorded as Instrument Number 202119646 in the Office of said Recorder, (all references to monuments and courses herein are as shown on Exhibit "A" of this document) described as follows:

Commencing at the center of said Section 10; thence South 89 degrees 59 minutes 56 seconds West along the south line of said Northwest Quarter 1508.24 feet; thence North 00 degrees 00 minutes 00 seconds East 798.39 feet; thence North 68 degrees 47 minutes 39 seconds West 10.77 feet; thence North 00 degrees 44 minutes 49 seconds West 133.03 feet; thence South 89 degrees 28 minutes 15 seconds West 142.51 feet to the east right of way line of Wayne Street, said line also being the west line of the land described in Instrument Number 201828100 in the Office of said Recorder; thence North 00 degrees 44 minutes 49 seconds West along said line 20.00 feet to the POINT OF BEGINNING; thence North 89 degrees 28 minutes 15 seconds East 147.51 feet; thence North 00 degrees 44 minutes 49 seconds West 10.00 feet; thence South 89 degrees 28 minutes 15 seconds West 147.51 feet to said east right of way line of Wayne Street; thence South 00 degrees 44 minutes 49 seconds East 10.00 feet to the POINT OF BEGINNING, containing 0.034 acres, more or less.

The lines of the above described easement shall be shortened or extended to run to and along the west line of said land described in Instrument Number 201828100.

EXHIBIT "C"
Easement Depiction

NOTE:
 All bearings, distances and coordinates are referenced to the
 NAD83(2011) / InGCS Boone-Hendricks (ftUS)- Coordinate
 System.

This exhibit is based upon a Location Control Route Survey
 completed by Banning Engineering and recorded as Instrument
 Number 202119646.

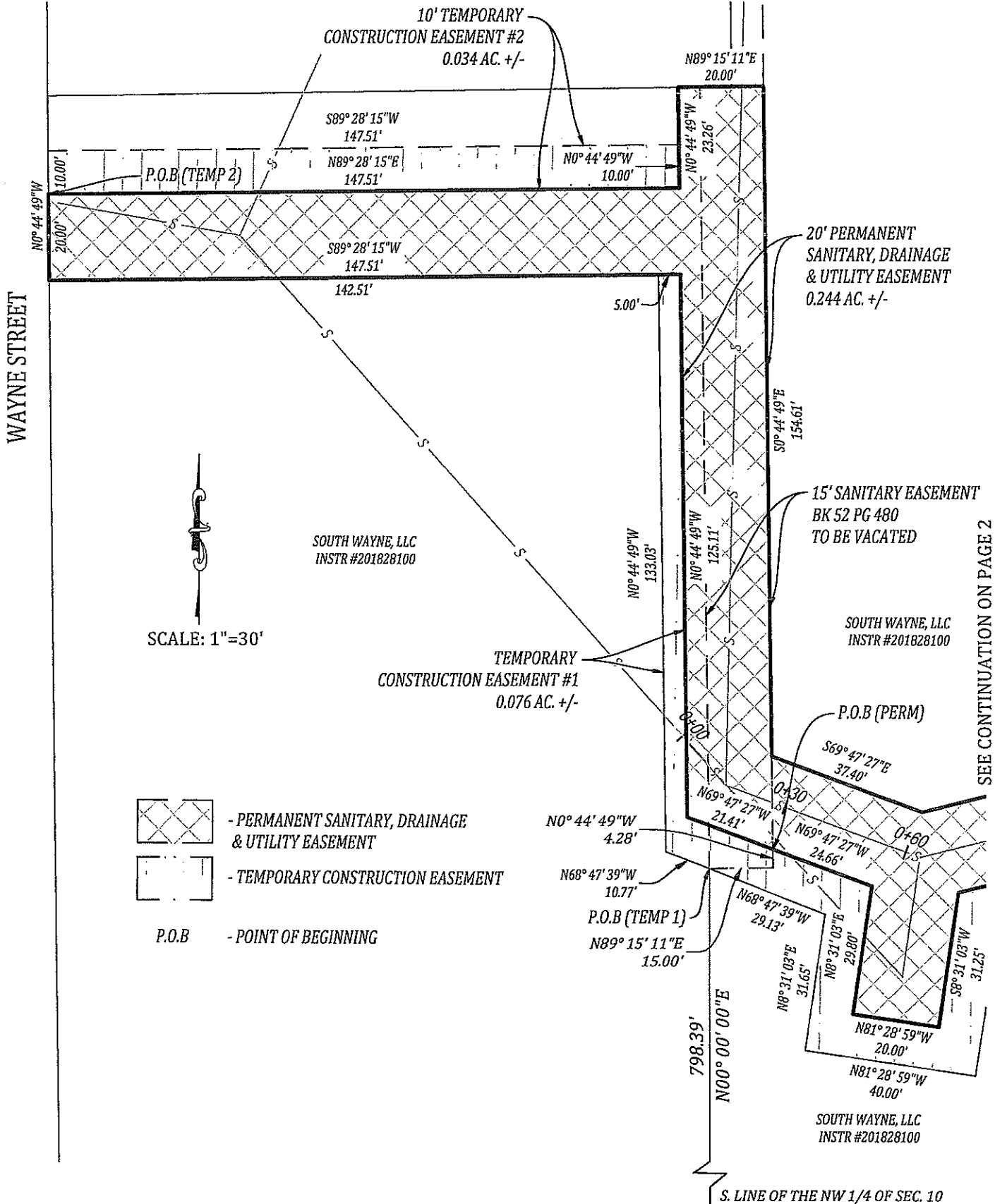
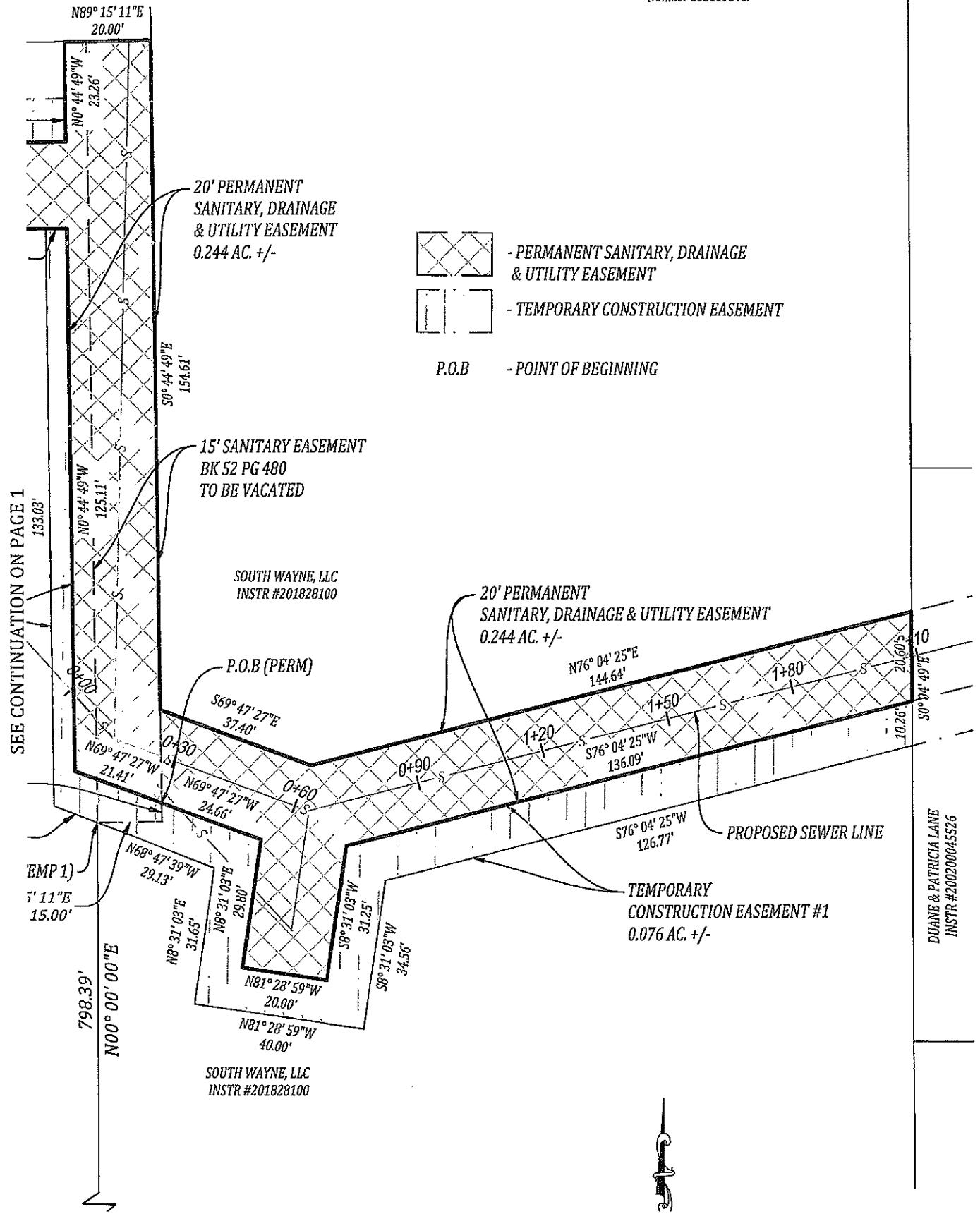

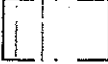


EXHIBIT "C"
Easement Depiction

NOTE:
 All bearings, distances and coordinates are referenced to the
 NAD83(2011) / InGCS Boone-Hendricks (ftUS) - Coordinate
 System.

This exhibit is based upon a Location Control Route Survey
 completed by Banning Engineering and recorded as Instrument
 Number 202119646.



-  - PERMANENT SANITARY, DRAINAGE & UTILITY EASEMENT
-  - TEMPORARY CONSTRUCTION EASEMENT
- P.O.B - POINT OF BEGINNING

SEE CONTINUATION ON PAGE 1

**GUARANTEED SAVINGS
CONTRACT**

THIS GUARANTEED SAVINGS CONTRACT (herein sometimes "Agreement" and sometimes "Contract"), made this day _____, by and between **Town of Danville**, Indiana, a municipal Corporation (hereinafter called the "Owner") and Bowen Engineering Corporation, an Indiana corporation, acting as contractor and qualified provider (hereinafter called "Contractor").

WITNESSETH:

WHEREAS, Contractor has submitted to Owner a proposal (the "Proposal") for the installation of Improvements to the North Interceptor or conservation measures at facilities owned by Owner and located in Hendricks County, Indiana (herein the "Facilities"), the specific details of such Proposal are outlined in the Exhibits attached to this Agreement; and

WHEREAS, Owner has accepted the terms of the Proposal, and the Owner and Contractor desire to enter into this Agreement in order to memorialize their respective agreements and undertakings with respect to the Project (as defined hereinafter).

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties hereto agree as follows:

1. Integration; Conflict; Agreement Conditional.

The parties hereby incorporate by reference the same as if fully set forth herein, the following documents and instruments, all of which together are herein referred to as the "Contract Documents":

- 2007 Version of EJCDC C-700 Standard General Conditions of the Construction Contract (the "General Conditions");
- Specifications, Drawings and Project Manual (the foregoing, collectively, the "Specifications and Drawings");
- Exhibit A Scope of Work;
- Exhibit B Proposal & Open Book Structure;
- Exhibit B-1 Contractor's Open Book Pricing Model & Proposal
- Exhibit C Performance Guarantee;
- Exhibit D Support Services; and
- Exhibit E Project Completion Schedule

or loss, including reasonable attorneys' fees and costs or other disbursements, to the extent caused by the negligence of any Owner Indemnified Parties, nor shall Contractor be held responsible to the extent of any concurrent or contributory negligence of any Owner Indemnified Parties or non-party.

Owner shall indemnify, defend and hold harmless Contractor, and the officers, shareholders, directors, and employees of the Contractor (herein the "Contractor Indemnified Parties") against all liability and loss as a result of the negligence or misconduct in connection with the Project by Owner and agents, employees or representatives of Owner, including any injury (including death) sustained by or any damage to the property of, any person; provided, however, that Owner shall not be responsible for any injury (including death), damage or loss (including reasonable attorney's fees and disbursements) to the extent caused by the negligence of any Contractor Indemnified Parties, nor shall Owner be held responsible to the extent of any concurrent or contributory negligence of any Contractor Indemnified Parties or Non-Party.

3.4. Bonds.

If required by the Owner and before commencing the performance of this Agreement, the Contractor shall execute for the benefit of Owner, a good and sufficient Performance Bond and Payment Bond, in form acceptable to Owner and consistent with Article 5 of the General Conditions. Each bond shall be in an amount equal to the total GMP (as defined below in Section 5 of this Agreement), and the provisions of I.C. 36-1-12-13.1 and I.C. 36-1-12-14, if applicable to this Project, shall become a part of the terms of such bonds.

Notwithstanding any other provision of this Agreement or the bonds, in no event and in no manner shall coverage under the Performance Bond and Payment Bond extend to Contractor's guaranty obligations set forth in Exhibit C Performance Guarantee, or any related provisions.

3.5. Limitation of Liability.

Except for insured claims arising or resulting from bodily injury, death or damage to real or personal property, the total liability of Contractor party to the other on all claims, whether in contract, warranty, tort, strict liability, or otherwise, arising out of the performance of this Agreement, shall not exceed the Contract Price. EXCEPT FOR THE WILLFUL MISCONDUCT OR RECKLESSNESS OF A PARTY, OR FOR ANY LOSSES COVERED UNDER AN INSURED CLAIM FOR BODILY INJURY, DEATH OR DAMAGE TO REAL OR PERSONAL PROPERTY, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, CONSEQUENTIAL, SPECIAL, SPECULATIVE, PUNITIVE, OR REMOTE DAMAGES.

The Contract Documents also shall include any permissible change orders issued pursuant to this Agreement and signed by an authorized representative of each of the Owner and Contractor.

In the event there is a conflict between the provisions of this Agreement and any other Contract Document, the provisions of this Agreement shall be controlling with respect to the subject matter hereof.

2. Scope of Project.

For purposes hereof, the term "Project" shall mean and include the installation of the conservation measures and related upgrades ("CM's" or "Conservation Measures") at the Owner's Facilities as **described in Exhibit A.**

The Contractor represents (i) that the Project constitutes the installation of "conservation measures" as defined in I.C. 36-1-12.5-1 *et seq.* (herein the "Act"), and (ii) that this Agreement is a "guaranteed savings contract" as defined in the Act. The Contractor further represents that it is a "qualified provider" of "conservation measures", as defined in the Act. The Contractor also represents that it has issued the report containing all data and information required by I.C. 36-1-12.5-6.

The Contractor further represents that the Project will result in savings in the total amount of **\$27,550** and operational savings in the total amount of **\$1,948,700** during the twenty (20) year period following completion of the Project. The Contractor represents that such total savings in the amount of **\$1,976,240** (herein the "Total Guaranteed Savings") exceeds the Owner's total cost of the Project. The Contractor hereby guarantees that it will reimburse the Owner for the difference between the Total Guaranteed Savings and the actual savings realized by virtue of the installation of the Conservation Measures. The Total Guaranteed Savings are identified on Tables 1 through 4 attached to this Agreement and Savings Calculation documents, also attached to this Agreement (all of the foregoing, collectively, the "Savings Documents"). The Savings Documents are hereby incorporated into and made a part of this Agreement by this reference. The parties stipulate and agree that the Total Guaranteed Savings shall be considered fully satisfied upon the substantial completion of the Project. The Total Guaranteed Savings will be realized over a period of twenty (20) years following final installation of the Project, which term of years the Contractor represents is less than the average life of the Conservation Measures. The term of this Agreement shall extend for twenty (20) years effective with the Owner's acceptance of all Conservation Measures.

3. General Obligations and Rights of Contractor.

Unless otherwise expressly provided herein or directed in writing by Owner, Contractor shall do all acts and provide all things necessary to perform and complete the Project properly, efficiently, in a good and workmanlike manner, and in compliance with all laws and regulations. Contractor shall apply for, secure, and obtain all necessary permits, fees, and licenses, which may be required in connection with the Project.

Contractor shall preserve and maintain, to the greatest extent possible and consistent with good engineering and design, the natural terrain and existing trees on the real estate, and shall remove only those trees necessary for the location of the Project and approved by Owner for removal.

Contractor shall commence the work immediately in accordance with the Contract Documents and shall diligently prosecute and complete the Project without interruption in accordance with the Project Completion Schedule attached hereto as **Exhibit E**, subject only to work stoppages or delays due to acts of God and other causes beyond control of Contractor and not the fault of Contractor. Time is of the essence of this Contract.

To the extent that Contractor has received all payments due from Owner, Contractor shall not permit any liens for labor, materials or equipment performed or furnished in connection with the Project to be filed against the Facilities or any real estate of Owner by any person, firm or corporation and Contractor shall indemnify, defend and hold Owner and the real estate harmless from and against any and all such other liens, claims, suits, liability or expense (including, without limitation, attorney's fees) resulting therefrom. Contractor further agrees that upon the completion of the performance of this Contract and receipt of payment from the Owner, the Facilities and all real estate of Owner shall be free and clear of any mechanic's and materialmen's liens, not only of the Contractor but also of any and all permitted subcontractors, suppliers, materialmen, laborers or permitted sub-subcontractors, who may furnish any labor, material, services, fixtures, apparatus, machinery, equipment, improvements, repairs or alterations in connection with, or to, the Facilities, in connection with the Project referred to in this Contract.

3.1. Contractor's Representations.

A. Correction of Work. Consistent with Article 13.07 of the General Conditions, if within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Project, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective work. Contractor's warranty, correction of work and guarantee hereunder excludes defects or damage caused by:

1. Abuse, modification, or improper maintenance or operation by persons other than Contractor, or its subcontractors, suppliers, or any other individual or entity for whom Contractor is responsible;
2. Design errors or omissions in Contract Documents prepared by parties other than the Contractor or those for whom the Contractor is responsible; or
3. Normal wear and tear under normal usage.

B. Pursuant to Indiana Code 5-22-16.5, Contractor hereby certifies that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5.

C. E-Verify. Pursuant to I.C. § 22-5-1.7 et seq., as the same may be amended from time to time, and as is incorporated herein by this reference (the "Indiana E-Verify Law"), Contractor is required to enroll in and verify the work eligibility status of its newly-hired employees using the E-Verify program affirming that it is enrolled and participating in the E-verify program and does not knowingly employ unauthorized aliens. In support of the Affidavit, Contractor shall provide the Owner with documentation indicating that it has enrolled and is participating in the E-Verify program. Should Contractor subcontract for the performance of any

work under and pursuant to this Agreement, it shall fully comply with the Indiana E-Verify Law as regards each such subcontractor. Should the Contractor or any subcontractor violate the Indiana E-Verify law, the Owner may require a cure of such violation and thereafter, if no timely cure is performed, terminate this Agreement in accordance with either the provisions hereof or those set forth in the Indiana E-Verify Law. The requirements of this paragraph shall not apply should the E-Verify program cease to exist.

D. Debarment and Suspension.

1. The Contractor certifies by entering into this Agreement that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

2. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the Owner if any subcontractor becomes debarred or suspended, and shall, at the Owner's request, take all steps required by the Owner to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

3.2. Approvals.

Upon completion of the Project, the Contractor shall obtain approval of the installation of the Conservation Measures constituting the Project from the Indiana Department of Health, the Office of the State Fire Marshal, the Office of the State Building Commissioner, and any other State agency designated by the Act or any other State statute or regulation. The installation of the Conservation Measures constituted in the Project also shall be approved by an architect or engineer licensed under I.C. 25-4 or I.C. 25-31, such approval to be obtained at the expense of the Contractor. The receipt of all such approvals (together collectively, the "Approvals") shall constitute a condition precedent to the Contractor's entitlement to receive the final payment.

3.3. Indemnification.

Contractor shall indemnify and hold harmless the Owner, its agents, employees and representatives, and their respective successors and assigns, and any assignee of the Contractor (all of the foregoing, collectively, the "Owner Indemnified Parties") against all liability and loss as a result of negligence or misconduct in connection with the Project by Contractor, its permitted subcontractors, or the agents, employees, or representatives of Contractor or its permitted subcontractor(s), including any injury or death sustained by or any damage to the property of any person; provided however, that Contractor shall not be responsible for any injury or death, damage,

In consideration of Contractor's performance of the work necessary for the completion of the Project, Owner shall pay the Construction Costs, Contractors Fee, Construction Contingency and Allowances as detailed and further **described in Exhibit B and Exhibit B-1** (herein the "Contract Price). It is, however, recognized and agreed that the Contract Price is subject to the guaranteed maximum price set forth in Exhibit B-1 ("GMP"). Any cost and expense for the installation of the Project in excess of the GMP shall be and remain the sole and exclusive liability and obligation of Contractor, unless such additional cost results from the issuance of a Change Order by Owner that is approved by Contractor and signed by an authorized representative of Contractor and Owner.

By executing this Contract, Contractor represents that it has taken steps reasonably necessary to ascertain the nature and location of the Project, and that it has investigated and satisfied itself as to the general and local conditions which can affect the Project or its costs, and has included provision for all such conditions in the GMP, including but not limited to: (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, or similar physical conditions at the Site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during performance of the Project. Contractor also represents that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the Facilities, including all exploratory work done by Owner and made a part of this Contract, as well as from the specifications made a part of this Contract. Failure by Contractor to take the actions described and acknowledged in this paragraph will not relieve Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the Project.

Prior to substantial completion, the Owner may retain 10 percent of the amount of each payment for the work completed. If the work has been 50 percent completed as determined by Engineer, and if the quality and progress of the work have been satisfactory to Owner and Engineer and in accordance with the Contract Documents, Owner, on recommendation of Engineer, may determine that as long as the quality and progress of the work remain satisfactory to them and in accordance with the Contract Documents, there will be no additional retainage; and 50 percent of cost of materials and equipment not incorporated in the work (with the balance being retainage). Upon substantial completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the work completed, less such amounts as Owner is entitled to withhold under this Contract and less 200 percent of Engineer's estimate of the value of work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of substantial completion.

Owner shall make progress payments on account of the Contract Price on the basis of Contractor's applications for payment on or about the 15th day of each month during performance of the Project. All such payments will be measured by the schedule of values.

Contractor shall include in each permitted subcontract a limitation on the markup that Subcontractors can include in approved Change Orders. The cumulative total of markup (subcontractor markup plus all lower-tier subcontractor markups) shall not exceed fifteen percent (15%) of the cost of any approved Change Order. As Contractor's markup is accounted for in the

fixed fee, there will be no additional Contractor's markup for changes in scope associated with Owner approved work that expends project savings.

6. Independent Contractor.

It is understood and agreed by the parties hereto that Contractor shall perform the Project according to its own means and methods and shall for all purposes be an independent contractor. All persons employed by Contractor in connection with the Project shall be subject only to its orders and supervision, and shall be paid directly by Contractor. Neither Owner nor its agents, servants, or employees shall have the right to direct, supervise, or control the manner or method in which Contractor or its subcontractors perform the Project, except as otherwise expressly provided herein; provided, however, Owner shall have the right to inspect the Project at any time for the purpose of determining whether the Project is being carried out in conformity with the Contract Documents.

7. Document Retention.

Contractor shall retain in its records copies of all plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, accounting records, documents reflecting the unit price of construction and other writings or things which document the Project, its design, and its construction. Contractor shall maintain substantiating records for seven (7) years after the date of final payment or for any longer period of time as may be required by law or good construction practice. Contractor shall promptly make such construction records available for inspection by Owner upon request during such retention period. Cost of Work information will be provided to the Owner upon request provided that documents related to fee and rates are not subject to audit or review by the Owner. If Contractor receives a notification of dispute or the commencement of litigation regarding the Project within this seven (7) year period, Contractor shall continue to maintain all Project records until final resolution of the dispute or litigation.

8. Termination for Failure to Perform; Rights Thereunder.

The Contractor shall use all due diligence in an effort to complete the entire work required by this Contract in accordance with the project schedule. Should the Contractor at any time refuse or neglect to supply a sufficiency of properly skilled workmen or materials of the proper quality, or fail to prosecute the work with promptness and diligence, the Owner may, after fourteen (14) days written notice to the Contractor and Contractor's failure to remedy the problem within that time period, provide sufficient labor or materials and to deduct the costs thereof from any money then due or thereafter to become due to the Contractor under the Contract, and the Owner shall also be at liberty to terminate this Agreement with the Contractor for the Project and to enter upon the Project and take possession for the purpose of completing the work to be done under this Contract, to use all materials of the Contractor available for such work, and to employ any other person or persons to finish the work and to provide such additional materials therefore as may be necessary; and in case of such discontinuance of the employment of the Contractor, the Contractor shall not be entitled to receive any further payment under this Contract until the said work shall be wholly finished, at which time if the unpaid balance of the amount to be paid under the Contract shall exceed the expense incurred by the Owner in finishing the work, such excess shall be paid

by the Owner to the Contractor, but if such expense shall exceed such unpaid balance, the Contractor shall pay the balance to the Owner. The expenses incurred by the Owner as herein provided, either for the furnishing of materials or for finishing the work, and any damage incurred through such fault of the Contractor shall be substantiated by the Owner for payment by the Contractor.

9. Extension of Time for Completion of Project.

Should the Contractor be obstructed or delayed in the prosecution or completion of the Project by the act, negligence, delay, or default of the Owner or by any other damage or act beyond the reasonable control of Contractor or any subcontractor, then the time herein fixed for the completion of the work shall be extended for a period equivalent to the time lost by reason of any or all of the causes aforesaid, but no such allowance shall be made unless a claim therefore is presented in writing to the Owner within five (5) business days of the occurrence of such delay. Contractor's nonperformance of its obligations under this Contract will be excused (or, if practicable, the time period within which Contractor may perform an obligation shall be extended) if and solely to the extent: (i) Contractor's failure to perform, or failure to timely perform, an obligation results from Owner's failure to perform or failure to timely perform its responsibilities, (ii) Contractor provides Owner with prompt and reasonable notice of Owner's nonperformance, and (iii) Contractor uses commercially reasonable efforts to perform its duties notwithstanding Owner's failure to perform.

10. No Acceptance of Defective Work.

No certificate given or payment made under this Contract, except the final certificate and final payment thereon, shall be conclusive evidence of the performance of this Contract either wholly or in part; provided, that no payment or certificate, including, without limitation, the final payment and certificate, shall be construed to be an acceptance of defective work, improper materials or unauthorized substitutions.

11. Contractor to Furnish Required Statements.

The Contractor shall, at no additional cost, provide all statements, affidavits, waivers, and other instruments required by state or federal law or regulation (including, without limitation, the Act) or by local ordinances or rules, at such times and in the form required by said laws, regulations, ordinances, or rules, and the Contractor hereby acknowledges receipt of notice from the Owner to furnish same.

12. Nondiscrimination in Hiring Employees.

The Contractor, as required by I.C. 5-16-6-1 *et seq.* and I.C. 22-9-1-10, shall comply with the following:

A. The Contractor, any subcontractor, any supplier or any sub-supplier of a party to this Contract shall not discriminate against any employee or applicant for employment to be employed in the performance of this Contract with respect to his or her hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment,

because of his race, color, religion, sex, disability, national origin, or ancestry. Breach of this provision may be regarded as a material breach of this Contract.

B. This Contract involves the construction, alteration, or repair of a public building or public work, therefore the Contractor further agrees:

(1) That in the hiring of employees for the performance of work under this Contract or any subcontract hereunder, the Contractor, subcontractor or any person acting on behalf of the Contractor or subcontractor shall not, by reason of race, religion, color, sex, national origin, or ancestry, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates;

(2) That the Contractor, a subcontractor, or any person on his or their behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, religion, color, sex, national origin, or ancestry;

13. Miscellaneous Provisions.

13.1. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana.

13.2. Notices.

Unless otherwise specifically provided herein, any notice, consent, request, demand, report or statement (herein "Notice"), which is required or permitted to be given to or served upon either party hereto by the other party hereto under any of the provisions of this Agreement shall be in writing and deemed to be duly delivered when (i) personally delivered to the addressee, in the case of a Notice to be given to Contractor, or personally delivered to the addressee in the case of a Notice to be given to Owner, or (ii) upon the earlier of actual receipt or refusal of delivery when sent via traceable overnight courier (e.g., FedEx) or when sent in the United States mail, registered or certified, postage prepaid, and properly addressed as follows:

If to Owner: Barry Lofton, Utilities Director
 Town of Danville
 49 North Wayne Street
 Danville, IN 46122

If to Contractor: John Dettman, Vice President
Bowen Engineering Corporation
8802 N. Meridian Street
Indianapolis, IN 46260

With Copy to: General Counsel

13.3. Assignment.

Without Owner's prior written consent, Contractor shall not, and will not, assign, transfer, pledge, hypothecate, or grant any security interest in, or otherwise dispose of, this Agreement, or any portion of this Agreement.

Contractor, without the consent of the Owner, may assign its right to receive payment hereunder in whole or in part to various assignees, their agents or trustees (each and any one hereinafter referred to as an "Assignee"). Any such assignment to an Assignee may provide that Contractor or the Assignee shall act as a collection and paying agent for holders of certificates of participation in this Agreement, or may provide that a third party trustee or agent shall act as a collection and paying agent for any Assignee, provided Owner receives written notification of the name and address of the trustee or the agent and a copy of the pooling and fractionalization agency or trustee agreement, if any such Assignee shall have all or a part of the assigned rights of Contractor under this Agreement. Subject to the foregoing, this Agreement shall inure to the benefit of and is binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto. Any assignment or reassignment of any of Contractor's right to receive payment hereunder shall be effective upon receipt by Owner of a duplicate original of the counterpart document by which the assignment or reassignment is made, disclosing the name and address of each such Assignee, and where applicable, to whom further payments hereunder should be made. Owner agrees to acknowledge, in writing, any assignments if so requested.

Owner agrees that, upon notice of assignment of payment rights, if so instructed, it shall pay directly to the Assignee, or its Trustee or Agent without abatement, deduction or setoff (except as permitted by this Agreement), all amounts, which become due hereunder.

Contractor does hereby assign to Owner, to the greatest extent permitted by law, all warranties of any manufacture of supplies, equipment, and all other materials used in the performance of the Project. Contractor agrees to use reasonable efforts to assist Owner in seeking any redress under any such warranties.

13.4. Nonwaivers and Defaults.

The failure of either party hereto to insist upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a

waiver of any such provision or the relinquishment of any such rights. Except as otherwise expressly provided herein, no default by either party hereto in the performance of any of its covenants or obligations hereunder, which except for this provision would be the legal basis for the rescission or termination hereof by the other party hereto, shall give or result in such a right unless and until the party committing such default shall fail to correct the same within fifteen (15) calendar days after written notice thereof is given to such defaulting party by the other party hereto.

13.5. Remedies Cumulative.

Each remedy provided for by the Contract shall be cumulative and in addition to every other remedy provided for herein, by law or in equity.

Upon the occurrence of a default, either party, or its assignee, may, at its option, exercise any right, remedy, or privilege which may be available to it under applicable law, including the right to (i) proceed by appropriate court action to enforce the terms of this Agreement, (ii) recover damages for breach of this Agreement. Notwithstanding the exercise of any right, remedy or privilege, the parties shall remain liable for all covenants and indemnities under this Agreement, and for all legal fees and other costs and expenses, including court costs, incurred with respect to the enforcement of any of the remedies listed above or any other remedy available to either party to this Agreement.

Except as otherwise provided in this Contract, in the event of a claim, controversy or dispute between Owner and Contractor, the performance of any portion of the Project, the delivery of any materials, the payment of disputed monies or otherwise (the parties acknowledging that undisputed monies will be paid when due), Owner and Contractor agree that pending the resolution of such claim, controversy or dispute, Owner and Contractor shall continue to perform their respective obligations under this Contract without interruptions or delay, and Contractor agrees not to directly or indirectly stop or delay the performance of the Project, including the delivery of materials to the Project.

13.6. Amendments.

No amendment, supplement, or modification hereof shall be effective for any purpose unless the same is in writing and signed by both parties hereto, and the Contractor's assignee, if any.

13.7. Headings.

The headings of sections and subsections of this Agreement are for convenience of reference only and shall not constitute, affect the meaning, construction, or effect of, any provision hereof.

13.8. Entire Agreement.

This Agreement, together with the Contract Documents, represents the entire agreement between the parties hereto and supersedes all prior negotiations, representations and agreements whether written or oral. To the extent of any conflict between this Agreement and its Exhibits and the Specifications and Drawings, General Conditions and Supplementary Conditions, the terms

and conditions of this Agreement shall prevail and supersede solely to the extent of any such conflict.

Authority to Execute Contract. This Contract is executed for Town of Danville, Indiana pursuant to a resolution of its Board, duly adopted at its regular meeting duly called and held on

_____.

Name, member

Name, member

Name, member

Name, member

Name, member

ATTEST:

Name, Clerk Treasurer

Date: _____

BOWEN ENGINEERING CORPORATION

By: _____

Printed: _____

Its: _____

ATTEST:

By: _____

Printed: _____

Its: _____

EXHIBIT A

SCOPE OF WORK

Projects will be completed in accordance with the Contract Documents. In recognition of the mutual benefits of the design assist process, it is an expectation that the details of the scope of work will change as key design decisions are made with related Project savings or changes documented by a Scope Modification Agreement.

Project: Southside Interceptor Improvements

Scope of Work:

Scope of work is based on drawings dated May 16, 2024 provided by Banning Engineering and site visits.

Clarifications:

1. In lieu of the layout on C299 showing a new MH 21 in Wayne St, Bowen will install new manholes at the locations of existing MH 5894 & MH 5895, install a new 6" pipeline connecting the two manholes, and connect the new 18" sewer to MH 5895.
2. Replacement of trees removed within the right-of-way is not included.
3. Bowen has included costs to connect up to five existing 6" laterals utilizing Inserta-Tees.
4. The Town of Danville is to arrange for Bowen to disposal of clean spoils and at no charge to Bowen at the Twin Bridges Security Landfill. The landfill is to provide all knock-down services.
5. Existing storm inlets and castings, when removed for installation of the new sewer line, will be re-installed in their original position.
6. All state and regulatory permits are to be provided by others. Bowen will acquire all local permits as required.
7. Based on the results of the provided Geotech report, we do not anticipate the need to install deep well dewatering pumps.
8. Removal of contaminated soils and treatment of contaminated groundwater, if encountered, has not been included.
9. Heavy construction equipment has the potential to damage roadways. No considerations have been made for roadway/bridge bonds, roadway frost laws, or costs related to post road use damage bonds.
10. Prior to tree removal, Bowen will conduct a study of the east end of the project for the protection of the Indiana Brown Bat.

EXHIBIT B

PROPOSAL & OPEN BOOK STRUCTURE

This is a "Cost Plus a Fixed Fee" proposal with a "Guaranteed Maximum Price" or "GMP". Exhibit B-1 is hereby incorporated by reference into, and made a part of, this Exhibit B. In exchange for payment by the Owner to Contractor, Contractor shall complete, without exception, and shall furnish required process know-how, labor, supervision, materials, tools, equipment, transportation, permits, and incidentals to accomplish the Project including, without limitation, the following:

- B-1. **Construction Costs:** The following project specific personnel costs including, but not limited to, Operations Manager, Project Manager, Project Engineer, Project Coordinator, Safety Manager, Corporate Safety Director (site visits only), General Superintendent (site visits only), Project Field Superintendent, Project Quality Manager (site visits only), Project Field Engineer are all eligible personnel. In addition the following project cost including, but not limited to, project materials, consumable materials, subcontracted work, heavy equipment usage, mobilization & demobilization costs, office/tool trailers, initial site surveying, rental charges, taxes, permits, fees, licenses, tests, construction laydown/parking area requirements, water, power, fuel, medium tools, dumpsters, drinking water, drawing/specification, reproductions, insurance costs, on-site phones, faxes, computers, printers, losses, expenses, costs, fees and damages not compensated by insurance, dispute resolution fees and costs other than those arising from disputes between the Parties, subsistence and other travel expenses, sanitary facilities and utility consumption charges are all eligible for reimbursement and all other costs directly incurred by Contractor in connection with the Work. Contractor shall provide a labor rate exhibit for personnel costs. Mobilization & demobilization is limited to 5% of construction cost on the schedule of values and the full amount will be billed in the first payment of application.
- B-2. **Fixed Contractor Fee:** Contractors fee for overhead and profit. The Contractor Fee will appear as a line item on the schedule of values and will progress on a percentage basis of project completion.
- B-3. **Contractor's Contingency:** The Contractor's GMP Proposal contains, as part of the estimated Cost of the Project, the Contractor's Contingency, a sum agreed upon to cover costs which are properly reimbursable as a Cost of the Project, whether or not such cost is the basis for a Change Order. The Contractor shall regularly (no less than on a monthly basis during the term of this Agreement) provide the Owner with an accounting of all charges against the Contractor's Contingency.
- B-4. **Allowances:** The Contractor GMP may contain allowances to cover costs that are properly reimbursable as a Cost of the Project. To the extent the actual Costs of the Work incurred by the Contractor to complete an Allowance Item is more or less than the applicable Allowance Amount, that Allowance Amount shall be adjusted (either

increased or decreased) to correspond to the actual Cost of the Work incurred for that Allowance Amount and the GMP shall be increased or decreased (as appropriate) by the same amount.

- B-5. Final Report, Project Savings: At the time of Final Completion, the Contractor shall provide a Final Contract Price Report with an invoice to the Owner that includes the cost of Project to date. If at such time the Final Contract Price is less than the Guaranteed Maximum Price referenced in Exhibit B-1, then the Owner shall keep 100% of the savings. Reports, referred to as buy sheets, will be given to the Owner by the Contractor monthly or bimonthly during construction documenting savings or losses.

Exhibit B-1
CONTRACTOR'S OPEN BOOK PRICING MODEL & PROPOSAL

Project: Southside Interceptor Improvements

Construction Cost	\$	1,624,995.00
Fixed Provider/Contractor Fee	\$	136,500.00
Construction Contingency	\$	81,250.00
Guaranteed Maximum Price	\$	1,842,745.00

EXHIBIT C

PERFORMANCE GUARANTEE

SAVINGS GUARANTEE

The Contractor guarantees that the program described in the Guaranteed Savings Contract (the "Agreement") to which this Performance Guarantee is attached as Exhibit C will recover a total of **\$1,976,240** in savings during the first twenty (20) years of operation, beginning on the first day of the month following substantial completion by the Owner regarding the installation of the equipment provided under the Agreement.

If, at the end of any year during the guarantee period, the program has failed to achieve the annual guarantee of savings, the Contractor will pay the Owner the difference between the annual guarantee and the actual savings amount.

Savings that are achieved by the upgrades and the modifications in the Agreement prior to completion of the entire retrofit project (construction period savings) will be added to the first year actual annual savings amount.

The Contractor and the Owner also agree that if the actual annual savings amount exceeds the annual guarantee amount, such excess savings amounts will be added to the savings for any future year before calculating the savings amount.

This guarantee, whether or not exercised, is the Contractor's sole liability with respect to any claim of savings.

METHODOLOGY

The savings are calculated using Microsoft Excel spreadsheets. All assumptions, variables, and equations are shown on each page. The total annual savings, including, operational savings, are stipulated between the Owner and the Contractor in the Agreement. Stipulated savings are savings that are agreed to be satisfied throughout the term of this performance guarantee. Any changes to the operation of the equipment or systems can be accounted for through calculation and the annual savings adjusted accordingly. The Tables below summarize the guaranteed annual savings from the calculations. This saving guarantee is dependent upon these conditions being met.

Any shortfall payments between the Owner and the Contractor will be made within 90 days of the end of each annual period.

Table 1: Annual Savings Summary

ECM	Description	Wastewater & Energy Savings	Cost Avoided Operational Savings	Total Annual Savings
1	Southside Interceptor Improvements	\$ 1,377	\$97,435	\$98,812

Table 2: Annual Guaranteed Savings by Year of Contract

Contract Year	Annual Savings (\$)
1	\$98,812
2	\$98,812
3	\$98,812
4	\$98,812
5	\$98,812
6	\$98,812
7	\$98,812
8	\$98,812
9	\$98,812
10	\$98,812
11	\$98,812
12	\$98,812
13	\$98,812
14	\$98,812
15	\$98,812
16	\$98,812
17	\$98,812
18	\$98,812
19	\$98,812
20	\$98,812
Total	\$1,976,240

Table 3: Savings

SAVINGS CALCULATION

Town of Danville, IN

**ECM: Treatment Savings from
Collection System Improvements that
Results in the Reduction of I&I**

Facility: Wastewater Treatment Plant

Calculation Knowns:

Engineer's Assessment of Potential I&I Elimination for the Southside Interceptor replacement=
650 GPM (for the 2hr storm event)

Treatment Cost/Thousand Gallon = \$4.50 *Average WWTP cost based on MGD Rating

INFLOW & INFILTRATION COST/YEAR EXISTING SYSTEM			
ID	I&I Flow Per Year (gal)	Treatment \$/Gal	Operational Cost/Yr
System Treatment	340,000	\$ 0.00450	\$ 1,530.00

TREATMENT COST SAVINGS = \$ 1,530.00

% Variability = 90%

GUARANTEED ANNUAL SAVINGS = \$ 1,377.00

Table 4: Operational Savings (Future Capital Cost Avoided)

Future Capital Cost Avoidance Savings

Town of Danville, IN

ID	Description	RS Means Cost Data	Unit	\$/Unit	Value	% Replaced	Project Cost
1	Southside Interceptor Replacement	Historical Data	Project	1842745	\$ 1,842,745	100%	\$ 1,842,745.00
2	Commissioning	01-91-13.50-0150	Project	1.25%	\$ 1,842,745	100%	\$ 23,034
3	Construction Management	01-11-31.20-0020	Project	4.50%	\$ 1,842,745	100%	\$ 82,924
TOTAL PROJECT COST=							\$ 1,948,703

Notes:

All data based on MS Means 2010 Building Construction Data Handbook

Value = Qty x \$/Unit

Term = life of the contract

% Replaced = amount of system or facility that is affected through this project

Annualized Savings Includes Time Value of Money Given Project Cost and Term

Annualized Savings = \$97,435.14


Given: Term(yrs) = 20

EXHIBIT D

SUPPORT SERVICES

ANNUAL AUDITS

As part of the Guarantee, Bowen Engineering Corporation agrees to complete the annual report to be filed with the Department of Local Government Finance (see example on this page).


GUARANTEED ENERGY SAVINGS CONTRACT ANNUAL SAVINGS REPORT
 State Form 53600 (R / 10-13)
 Department of Local Government Finance

Guarantee Period Covered by this Report (M/D/Yr): 1/0/00 through 12/30/00 Report Year: 1

Institution: 0	Contractor: Bowen Engineering
Contact: 0	Contact: Teddy Deahl
Telephone: -	Telephone: 317-408-9960
Address: (number and street, city, state, and ZIP code) 0	Address: (number and street, city, state, and ZIP code) 8802 N. Meridian St. Indianapolis IN 46260

Contract Dates : Signed (M/D/Yr): 1/0/00 Expires (M/D/Yr): 1/0/00
 Project Dates: Initiated (M/D/Yr): 1/0/00 Completed (M/D/Yr): 1/0/00
 Total Project Cost (with Financing): \$0 Total Guaranteed Savings: \$0

	(A) Baseline Constant (from contract)	(B) Actual Post-Project	(C)* Adjustment	(D) ** Savings (A-B+C)	(E) Guaranteed Savings (From Contract)	(F) Difference + or - (D minus E)
1. Energy Saved (MMBTU):				0.00	0.00	
2. Energy Costs Saved:				\$0.00	\$0.00	
3. Operating Costs Saved:				\$0.00	\$0.00	
4. Total Costs Saved:				\$0.00	\$0.00	
5. Total Thru Previous Years:				\$0.00	\$0.00	
6. Accumulated Totals Thru This Period (4 + 5):				\$0.00	\$0.00	

* Note: Provide attachment showing all assumptions (bill totals, measurement and verification, stipulations) and calculations used to determine adjustments.

** Note: If column A, B, or C is blank or the listed savings have not been calculated using actual utility bills and operating costs, the reported figures have been stipulated and represent an estimation of savings.

Total Square Footage of Buildings in GESG: 0.00 Pre-project Energy Cost: \$0

Buildings Included in Contract: 0	Savings Measures Included in Contract: 0
--------------------------------------	---

Name and Organization of Person Filing this Report: Teddy Deahl Bowen Engineering

Approved by and Title of Authorized Institution Official: _____

Send annually to the Department of Local Government Finance, 100 N Senate Ave, IGC-N, Room N1058, Indianapolis, Indiana, 46204 no later than sixty (60) days after the anniversary of each savings guarantee period.

Questions? Call the DLGF at (317) 232-3777. Email to: gesc_reports@dlgf.in.gov

EXHIBIT E

PROJECT COMPLETION SCHEDULE

Substantial Completion	4 months after Notice to Proceed
Define Punch List Items	after Substantial Completion
Final Project Completion	60 days after Substantial Completion

3.6. Insurance.

3.6.1. Obtaining Proper Insurance.

Contractor shall not commence performance hereunder until (i) it has obtained and Owner has approved all insurance coverage required by this Section 3.6 and consistent with Article 5 of the General Conditions; and (ii) Owner has been furnished with a certificate of insurance properly evidencing and confirming that (a) Owner is an additional named insured, and (b) such insurance coverage is in effect and will not be canceled or materially altered without thirty (30) calendar days prior written notice to Owner. All insurance provided by Contractor hereunder shall provide for a waiver of subrogation against Owner. In the event that permitted subcontractors are not covered by the Contractor's policies of insurance, each permitted subcontractor shall secure policies of insurance, which meet the requirements of this Section 3.6.

3.6.2. Amount of Insurance.

Contractor shall take out and maintain, at its sole cost and expense, the following insurance coverage during the term of this Agreement and all other times during which Contractor, its employees, agents, or subcontractors shall be present at the Facilities, whether performing or correcting any portion of the Project. Owner shall be named as an Additional Insured and be given a 30 day notice of cancellation, non-renewal or significant change of coverage. Contractor insurance shall be written on a "primary and non-contributory" basis.

a. Worker's Compensation, Employer's Liability, and Occupational Disease Insurance.

Statutorily required worker's compensation insurance, including employer's liability and occupational disease coverage, to the extent provided by the Worker's Compensation Act and the Occupational Disease Act of the State of Indiana, on all of Contractor's employees engaged in the Project and shall include a Waiver of Subrogation endorsement in favor of the Owner;

b. General Liability.

Commercial general liability insurance (including contractual, independent contractors, explosion, and product/completed operations (for at least two (2) years following completion) coverages) against damage because of bodily injury, including death, or damage to property of others, such insurance to afford protection to the limit of not less than One Million Dollars (\$1,000,000.00) in one occurrence, and to the limit of not less than Two Million Dollars (\$2,000,000.00) annual aggregate;

c. Automobile Liability.

Automobile liability insurance against damage because of bodily injury, including death, or damage to property of others as the result of the operation of any automobile, with such insurance to afford protection to the limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for any one person, not less than One Million Dollars (\$1,000,000.00) in respect to any one accident, and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage.

d. Excess Liability

Excess or umbrella liability insurance with limits of not less than Ten Million Dollars (\$10,000,000.00) per project or location aggregate (these limits apply in excess of each of the above-mentioned policies).

3.6.3 Builder's Risk Insurance.

Contractor shall provide Builder's Risk Insurance for the benefit of Owner, Contractor, Engineer, Engineer's Subconsultants, any and all of the permitted subcontractors as their interest may appear, and for the benefit of all parties furnishing financing to the Owner for construction to be done hereunder, all of the same to be named insureds on the said Builder's Risk policy. The perils covered shall include fire and extended coverage, plus other perils (including theft, vandalism and malicious mischief) which extend coverages to the broadest form of "all risk" coverage. This "all risk" coverage shall be in the amount of 100% of the completed insurable value of the Project. Proceeds of such Builder's Risk Insurance shall be payable to Contractor, as trustee for all interested parties, and Contractor shall adjust all losses and claims with the insurer, subject, however, to the rights of any mortgagee. Such coverage shall insure items of labor and materials connected with the Project, whether in or adjacent to the Facilities insured, materials in place or to be used as part of the permanent construction, including surplus materials, shanties, protective fences, bridges, temporary structures, miscellaneous materials and supplies incident to the work, and such scaffolding, stagings, towers, forms and equipment as are not owned or rented by Contractor, the cost of which is included in the cost of the work.

4. Building Insurance.

The Owner's fire and extended coverage insurance now in effect on the Facilities will cover the Owner's interest or equity in the Project; however, it will not cover the equity or interest of the Contractor nor of its materials and/or equipment at the Facilities. The coverage of the Contractor's equity and/or interest, as above, shall be the responsibility of the Contractor.

4.1. Title.

Title to all Conservation Measures shall vest with the Owner upon substantial completion and payment to the Contractor. Such title shall continue to be subject to the provisions of this Agreement. It is the intent of all parties that any transfer of title to Owner pursuant to this Agreement shall occur automatically without the necessity of any bill of sale, certificate of title, or other instrument of conveyance.

The Owner shall be responsible for operating, maintaining, and insuring all Conservation Measures that are installed, except as otherwise set forth in Agreement, from and after the date of substantial completion.

5. Cost and Payments.

5.1. Cost.

REQUESTING DEPARTMENT: Utilities(Wastewater)

FUNCTION OR NEED OF REQUESTED PURCHASE:

This is part of the Water Master Plan Improvements to extend service and create looping from 10th Street, 300E and E Main St. This will be in coordination with the Penrose Development. Contractors on site for the development will be completing the work during development operations which will save cost and time for the Town in comparison to waiting in the future to complete the project.

FINANCIAL ANALYSIS:

COST PER ITEM	\$ 132,432.40
# OF ITEMS REQUESTED	
TOTAL AMOUNT REQUESTED	\$ 132,432.40

PURPOSE OF REQUEST

REVENUE IMPACTS:

IS THIS A REVENUE PRODUCING ITEM?

IF YES, AVERAGE EXPECTED ANNUAL CHANGE

COST IMPACTS (ADDITIONAL STAFF, INSURANCE, FEES, CONTRACTS):

Improvements are paid through an additional fee on Sewer Taps in the amount of \$200,000.00 as well as Developer Acreage Fees

OTHER CONSIDERATIONS:

IS RENOVATION REQUIRED
 IS ADDITIONAL SPACE NEEDED
 EXPECTED LIFE YEARS

Replacement of OLD

FUND/APPROPRIATION REQUESTED TO EXPENSE FROM:

	AMOUNT
HOST (709)	
RAINY DAY (510)	
EDIT (102)	
GENERAL ()	
Developer Acreage Fees (6201-5-500-43130)	\$132,432.40

HAVE YOU EXPENDED ALL OF YOUR DONATION, GRANT AND/OR APPROPRIATIONS FOR THIS FUNDING FIRST:

IMPORTANT:
 All requests must be submitted to the Town Manager and Clerk-Treasurer at least 7 days prior to the next Council meeting to be included on the agenda for Council consideration.

Budget Review Recommendation: Town Manager & Clerk-Treasurer Approve, Disapprove, Further Review
 Comments:

Carrie E. Lofton

Michael H. ...
 COUNCIL NOTES:

REQUESTED BY: Barry Lofton

DATE _____



P. O. Box 281 Zionsville, IN 46077
Phone 317-873-5265 Fax 317-873-5280

Mark,

Please see the breakdown below comparing the difference in price for the portion of Pheasant Grove that was required to be upside to 15" sanitary sewer in-lieu of 8". For clarity, the breakdown below is for the sanitary sewer shown on Sheet C401 of the Pheasant Grove Plans. Pipe classifications were followed as shown on that sheet.

<u>Item</u>	<u>Price for 8"</u>	<u>Price for 15"</u>	<u>Difference</u>
SDR-35, 796 LF	\$35,820.00	\$89,152.00	\$53,332.00
SDR-26, 669 LF	\$34,701.60	\$97,674.00	\$62,972.40
Tee-Wyes, 29 EA	\$11,542.00	\$27,670.00	\$16,128.00
TOTAL	\$82,063.60	\$214,496.00	\$132,432.40

V/R,

Ryan Shotts

Estimator/ Project Manager

The Snider Group Inc.

317-873-5265 (Office)

317-752-8118 (Cell)

REQUESTING DEPARTMENT: Utilities(Water)

FUNCTION OR NEED OF REQUESTED PURCHASE:

This is part of the Water Master Plan Improvements to extend service and create looping from 10th Street, 300E and E Main St. This will be in coordination with the Penrose Development. Contractors on site for the development will be completing the work during development operations which will save cost and time for the Town in comparison to waiting in the future to complete the project.

FINANCIAL ANALYSIS:

COST PER ITEM	\$ 132,320.06
# OF ITEMS REQUESTED	
TOTAL AMOUNT REQUESTED	\$ 132,320.06
PURPOSE OF REQUEST	NEW

REVENUE IMPACTS:

IS THIS A REVENUE PRODUCING ITEM? Yes No
 IF YES, AVERAGE EXPECTED ANNUAL CHANGE Water Rates

COST IMPACTS (ADDITIONAL STAFF, INSURANCE, FEES, CONTRACTS):

Revenue from Commitment from Lennar Homes of \$200,000.00 is funding the project.

OTHER CONSIDERATIONS:

IS RENOVATION REQUIRED No Yes
 IS ADDITIONAL SPACE NEEDED No Yes
 EXPECTED LIFE 50 YEARS

Replacement of OLD

FUND/APPROPRIATION REQUESTED TO EXPENSE FROM:

	AMOUNT
HOST (709)	
RAINY DAY (510)	
EDIT (102)	
GENERAL ()	
Water Construction (6103-5-500-43405)	\$132,320.06

HAVE YOU EXPENDED ALL OF YOUR DONATION, GRANT AND/OR APPROPRIATIONS FOR THIS FUNDING FIRST: N/A

IMPORTANT:
 All requests must be submitted to the Town Manager and Clerk-Treasurer at least 7 days prior to the next Council meeting to be included on the agenda for Council consideration.

Budget Review Recommendation: Town Manager & Clerk-Treasurer Approve, Disapprove, Further Review
 Comments:

Carrie E Lofton

Mark May
 COUNCIL NOTES:

REQUESTED BY: Barry Lofton

DATE _____

JDH Contracting, Inc.

8109 Network Drive
Plainfield, IN 46168
USA

Phone: 317-839-0520
Fax: 317-838-0925

To:	Town of Danville	Contact:	Barry Lofton
Address:	49 North Wayne Street Danville, IN 46122	Phone:	(317) 745-4180
Project Name:	Penrose 6 - Danviller Water Addition	Bid Number:	24-0760
Project Location:	CR 300E And CR 100N, Danville, IN	Bid Date:	8/30/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01	Installation Of 730lf Of 12" DI Zink Coated Water Line.	1.00	EACH	\$32,966.90	\$32,966.90
01	Materials Including (1) "T", (2) Hydrants, (5) Valves, (2) End Caps, (2) Bends, (1) Test And Chlorination.:	1.00	EACH	\$99,353.16	\$99,353.16

Total Bid Price: \$132,320.06

Notes:

- This Proposal is Not Based on Prevailing Wage Rates and is Valid for a Period of 30 Days
- Quote is Based on the Scope of Work Listed Above, Any Deviations will be Subject to Change Order
- Quote Does Not Include Any Permits or Permitting Fees

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: JDH Contracting, Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: JR Reynolds 317-650-7239 jr.reynolds@jdhcontracting.com</p>
---	--

REQUESTING DEPARTMENT: DPW(Street Department)

FUNCTION OR NEED OF REQUESTED PURCHASE:

This is in coordination with the Penrose Development with regard to paving essentially filling in a gap of old pavement from the new entrance on 10th Street to 300 East. Contractors on-site installing improvements to the development will complete the paving while already on-site for the development's paving.

FINANCIAL ANALYSIS:

COST PER ITEM	\$ 18,408.00
# OF ITEMS REQUESTED	0
TOTAL AMOUNT REQUESTED	\$ 18,408.00

PURPOSE OF REQUEST NEW

REVENUE IMPACTS:

IS THIS A REVENUE PRODUCING ITEM? No

IF YES, AVERAGE EXPECTED ANNUAL CHANGE N/A

COST IMPACTS (ADDITIONAL STAFF, INSURANCE, FEES, CONTRACTS):

This will be paid from funds on hand and will save the Town mobilization cost as well as time in contracting the work.

OTHER CONSIDERATIONS:

IS RENOVATION REQUIRED No
 IS ADDITIONAL SPACE NEEDED No
 EXPECTED LIFE 15-20 YEARS

Replacement of OLD

FUND/APPROPRIATION REQUESTED TO EXPENSE FROM:

	AMOUNT
HOST (709)	
RAINY DAY (510)	
EDIT (102)	
GENERAL ()	
MVH (2201-5-500-42107)	\$ 18,408.00

HAVE YOU EXPENDED ALL OF YOUR DONATION, GRANT AND/OR APPROPRIATIONS FOR THIS FUNDING FIRST: No

IMPORTANT:
 All requests must be submitted to the Town Manager and Clerk-Treasurer at least 7 days prior to the next Council meeting to be included on the agenda for Council consideration.

Budget Review Recommendation:
 Town Manager & Clerk-Treasurer Approve, Disapprove, Further Review
 Comments:

Carrie E Lofton

Mark R. Morgan
 COUNCIL NOTES:

REQUESTED BY: Barry Lofton

DATE _____



E&B PAVING, LLC

PROPOSAL

Date	August 9, 2024	Project	Penrose Sec 6
Owner	City of Danville	Location	Danville
Address		City	Danville
City/State/Zip		Bid Date	8/9/2024
Attn		Engineer	Kimley Horn
Phone		Plan Date	4/5/2024
Fax		Revisions	6/20/2024
Email		Addendum	

E & B Paving would like to submit price quotations for the following items:

3200	MILL & RESURFACE	1,040.000	SYD	\$17.70	\$18,408.00
Bid Total:					\$18,408.00

AN EQUAL OPPORTUNITY EMPLOYER
17042 Middletown Ave • Noblesville, IN 46060
PHONE: 317.773.4132 • FAX: 317.773.4137

www.ebpaving.com

ASPHALT AND CONCRETE CONTRACTORS



E&B PAVING, LLC

PROPOSAL

Date	August 9, 2024	Project	Penrose Sec 6
Owner	Lennar	Location	Danville
Address		City	Danville
City/State/Zip		Bid Date	8/9/2024
Attn	Wes	Engineer	Kimley Horn
Phone		Plan Date	4/5/2024
Fax		Revisions	6/20/2024
Email		Addendum	

E & B Paving would like to submit price quotations for the following items:

10	MAINTENANCE BOND	1.000	LS	\$525.00	\$525.00
1632	ROW 6IN COMMERCIAL 53 STONE	230.000	TON	\$23.70	\$5,451.00
1633	ROW 4IN 25MM BASE	120.000	TON	\$170.50	\$20,460.00
1634	ROW 3IN 12.5MM INT	100.000	TON	\$132.50	\$13,250.00
1635	ROW 1.5IN 9.5MM SURFACE	40.000	TON	\$157.80	\$6,312.00
1652	ONSITE 9IN COMMERCIAL 53 STONE	6,350.000	TON	\$23.70	\$150,495.00
1654	ONSITE 3IN 12.5MM BASE	1,900.000	TON	\$84.29	\$160,151.00
1655	ONSITE 1IN 9.5MM SURFACE	790.000	TON	\$111.00	\$87,690.00
3200	MILL & RESURFACE	1,150.000	SYD	\$17.70	\$20,355.00
3251	STONE SHOULDERS	40.000	TON	\$340.00	\$13,600.00
3321	8FT TRAIL 6IN COMMERCIAL 53	490.000	TON	\$27.90	\$13,671.00
3323	8FT TRAIL 3IN 12.5MM SURFACE	220.000	TON	\$128.00	\$28,160.00
3400	STRIPING	1.000	LS	\$6,550.00	\$6,550.00
				Bid Total:	\$526,670.00

AN EQUAL OPPORTUNITY EMPLOYER
 17042 Middletown Ave • Noblesville, IN 46060
 PHONE: 317.773.4132 • FAX: 317.773.4137
www.ebpaving.com

ASPHALT AND CONCRETE CONTRACTORS