

SEWER SERVICE AGREEMENT

This Sewer Service Agreement ("Agreement") is entered into this ____ day of _____, 2025 (the "Effective Date") by and between Waste Management of Indiana, LLC ("Waste Management" or "Twin Bridges") and the Town of Danville ("Danville" or "Town"), by its Town Council (collectively "the parties").

RECITALS

WHEREAS, Twin Bridges Recycling and Disposal Facility ("Twin Bridges") is a sanitary landfill owned by Waste Management that has been in operation since 1971 and is located at 123 Twin Bridges Road, Danville, Hendricks County, Indiana; and

WHEREAS, Twin Bridges receives approximately one million tons of waste each year from throughout Indiana, with approximately three-quarters of that tonnage coming from Hendricks County and its three surrounding counties, *i.e.*, Marion County, Boone County, and Hamilton County; and

WHEREAS, Twin Bridges has discharged leachate to the Danville's Publicly Owned Treatment Works ("Danville POTW") as a direct discharger since March 6, 2003; and

WHEREAS, the Town owns and operates the Danville POTW, a major municipal wastewater treatment plant located at 1000 East Broadway, Danville, Hendricks County, Indiana; and

WHEREAS, the Danville POTW is a Class III facility that treats up to two million gallons of wastewater per day, with substantial additional capacity; and

WHEREAS the Danville POTW has treated Twin Bridges' leachate since 2003;
and

WHEREAS, the Federal Water Pollution Control Act of 1972 and subsequent amendments require a National Pollutant Discharge Elimination System ("NPDES") permit for the discharge of wastewater to surface waters, and IC 13-15-1-2 requires a permit to control or limit the discharge of any contaminants into publicly owned treatment works; and

WHEREAS, the NPDES permit issued by the Indiana Department of Environmental Management ("IDEM") for the Danville POTW (NPDES Permit No. IN0020079) became effective on March 1, 2019; and

WHEREAS, IDEM issued an Industrial Wastewater Pretreatment ("IWP") permit to Waste Management (Permit No. INP000607) which became effective on March 1, 2017; and

WHEREAS, Waste Management and the Town of Danville entered into a Sewer Service Agreement on November 6, 2017 and now wish to revise their agreement to reflect the new permits listed above, and to reflect any change in circumstances not contemplated by the existing agreement; and

WHEREAS, Waste Management desires to continue to discharge leachate to the Danville POTW and the Danville POTW has the capacity and capability to treat said leachate.

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual agreement and covenants contained herein, and other good and valuable

consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

1. Provision of Service. The Town agrees to accept wastewater from Waste Management, subject to the timely and full payment by Waste Management of all applicable rates and charges for sewer service, and compliance by Twin Bridges with all provisions of this Agreement. Waste Management's use of the Town's sewer service must be in conformance with all applicable federal, state and local laws, ordinances, rules, regulations, permits and this Agreement. Danville shall accept up to 42,000 gallons per day of wastewater from Waste Management.

2. Testing and Reimbursement of Certain Costs. The testing requirements contained in Waste Management's pretreatment permit for the testing of Twin Bridges' wastewater discharge will be performed and paid for by Waste Management. If testing is conducted by the Danville POTW, all testing samples will be split. Waste Management shall pay any costs that the Town incurs for monitoring, inspection, testing, engineering, consultant or attorneys' fees as may be necessary for the Town to ensure the parties' compliance with their respective IDEM permits and implementation of the Town's industrial pretreatment program. The intent of this section is for Waste Management to pay for costs that are incurred by the Town as a direct result of Waste Management's status as the sole Significant Industrial User (as defined in Part III.A of the Town's NPDES permit) of the Town's sewer system, and the fact that but for Waste Management's use of the Town's system, the Town would not be required to have a pretreatment program. Consistent with the cost recovery provisions in Danville's Sanitary Sewage Treatment Plan Enforcement Response Plan ("ERP") for Industrial

Pretreatment Operations, Waste Management shall be responsible for paying at a minimum, the reasonable and necessary costs incurred by the Town for Waste Management's failure to comply with any pretreatment and discharge codes, laws or regulations.

3. Payment for Pretreatment Coordinator. Waste Management will annually pay Danville 50% of the wages and benefits of the Industrial Pretreatment Coordinator for the Danville POTW, who is responsible for the day to day implementation and enforcement of the industrial pretreatment program. The 2019 salary and benefits amounts for the Pretreatment Coordinator are set forth in Exhibit A, and will be adjusted annually by Danville. Danville shall provide documentation to Waste Management showing the wages and benefits of the Pretreatment Coordinator on a monthly basis. Waste Management shall pay 50% of those wages and benefits within thirty (30) days after receiving documentation of the wages and benefits. The year shall be defined as a standard calendar year. Notwithstanding anything in this Agreement to the contrary, the parties agree that the Industrial Pretreatment Coordinator is not an employee or agent of Waste Management.

4. Rates and Charges. Danville will impose all of the Town's prevailing rates and charges for sewer service, as specified in the applicable Town ordinances. In addition and to the extent applicable, Waste Management shall also pay any applicable surcharges, including but not limited to, a charge based on the strength and character of the sewage discharged under Section 52.05 of the Danville Municipal Code. Waste Management specifically acknowledges that Danville may, at its sole discretion, prospectively change its sewer rates and charges during the term of this agreement, by

ordinance adopted by the Town Council that is consistent with the provisions of Indiana law related to municipal sewer rates (IC 8-1.5 *et seq.*). As specified in Section 11 below, Twin Bridges shall be provided advance notice of any proposed change to sewer rates. If Danville proposes changes to its Sewer Use Ordinance or Sewer Use Requirements, including, but not limited to the rates or surcharges for sewer service, Danville shall provide notice to Waste Management of any such proposed change at least thirty (30) days in advance of any meeting of the Town Council or public hearing with respect to the proposed rate change. Additionally, a surcharge on TSS above 500 mg/L will be applied at \$0.34 per pound.

5. Establishment of Upper Limits. Danville hereby establishes the following upper limits for Waste Management's discharge into the Danville POTW system:

Parameter	Discharge Limitation	Remaining Safety Factor
Flow	42,000 gpd[1]	N/A
BOD	1,000 mg/l [2]	55
TSS	1,000 mg/l	50
Ammonia (as N)	700 mg/l	30
a-Terpineol	Report	50
Benzoic Acid	Report	50
p-Cresol	Report	50
Phenol	Report	50
Zinc	38 mg/l	50
Arsenic	1.5 mg/l	77
Cadmium	0.70 mg/l	50
Hex Chromium	0.93 mg/l	35
Chloride	6,484 mg/l	20
Total Chromium	32 mg/l	50
Copper	4.24 mg/l	10
Cyanide	0.23 mg/l	50
Lead	1.57 mg/l	50
Mercury	0.038 mg/l	50
Molybdenum	1.2 mg/l	50
Nickel	5.75 mg/l	50

Oil and Grease	100 mg/l	50
Selenium	0.40 mg/l	50
Silver	1.26 mg/l	50

[1] Gallons per day

[2] Milligrams per liter

Parameter	Daily Minimum	Daily Maximum
pH	6.0 s.u.	9.5s.u.

The parties recognize that the discharge limitations set forth in the table above are higher than the Local Limits for ammonia, arsenic and chloride set forth in Town Code Section 50.023, and hereby agree that those higher limits are appropriate under the terms of this Agreement.

6. Term. The initial term of this agreement shall commence on the Effective Date of this agreement, as listed above, and shall end on June 1, 2030. Thereafter, this Agreement shall automatically renew for successive five (5) year renewal terms; provided, however, that either party may cancel the automatic renewal of this Agreement by giving the other party written notice of non-renewal as provided in Section 12 below, not less than ninety (90) days before the expiration of the then-existing term.

7. Pretreatment or Other Sources of Disposal. This Agreement shall not be construed so as to prohibit Waste Management from using alternative sources for disposal and treatment of its wastewater discharge.

8. Modification Due to Change in Circumstance or Law. Any of the provisions of this Agreement may be modified at any time in accordance with the provisions of this paragraph due to a change in circumstances (whether factual, legal, or both) outside the control of the parties occurring after the date of this Agreement, or by a change in applicable local, state or federal law. The party proposing any modification must first

notify the other party, in writing, stating specifically the modification proposed and the justification for such modification. The parties shall then negotiate in good faith to produce a written agreement and execute with the same formalities as this Agreement any modification to which the parties agree. In the event of a change in law that increases the cost to Danville under Section 2 above, the Town shall be entitled to an equitable increased adjustment to the reimbursed costs thereunder.

9. Agreement Modification or Termination Due to Permit Changes. This Agreement may be modified or terminated in the event that Waste Management's IWP Permit No. INP000607 is materially modified, revoked, reissued or terminated under IWP Permit, Part II, Provision (B)(3) or 327 IAC 5-2-16.

10. Implementation of Agreement. Waste Management and Danville will each promptly and duly execute and deliver to the other such documents and assurances and take such actions as may be necessary or advisable and from time to time reasonably requested in order to more effectually implement the provisions of this Agreement.

11. Assignment. This Agreement and all or any part of any party's rights, obligations, and liabilities may not be assigned, transferred, or otherwise alienated without the express written consent of the other party, which shall not be unreasonably withheld, and compliance with any applicable assignment provisions of Waste Management's IWP Permit.

12. Notices. All notices required or permitted under the provisions of this Agreement, except as provided under Section 15 below related to reporting of accidental discharges shall be in writing and by electronic mail and shall become

effective only when delivered by a nationally-recognized next-day courier which provides delivery confirmation, as follows:

If to the Town:	Town Council for the Town of Danville Attn: Town Manager 49 North Wayne Street Danville, Indiana 46122 (317) 745-4180, ext. 1001
With copy to:	Danville Publicly Owned Treatment Works Attn: Danville Wastewater Superintendent 1000 East Broadway Danville, Indiana 46122 (317) 745-4180, ext. 2001
If to Waste Management:	Twin Bridges Recycling and Disposal Facility Attn: District Manager 123 Twin Bridges Road Danville, Indiana 46122. (317) 745-2878 (General) (317) 509-2793 (Emergency)

The addresses set forth above may be changed by written notice to the other party.

13. Entire Agreement. This document includes all agreements and understandings of the parties relating to the subject matter hereof, and all prior and contemporaneous representations, agreements and understandings are hereby superseded and rendered void. No provision of this Agreement may be changed, waived, discharged, altered or terminated other than by written instrument signed by the parties against which the enforcement is sought.

14. Successors and Assigns. The provisions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

15. Noncompliance. Noncompliance with any term or condition of this Agreement shall constitute a violation of the Danville Sewer Use Ordinance Requirements.

16. Accidental Discharge Report. Waste Management shall notify Danville of an accidental discharge or any slug loads or spills that may enter the public sewer as provided in IWP Permit No. INP000607 ("IWP Permit"), Part II, Provision (A)(5) (Noncompliance Notification). Waste Management shall notify Danville representatives identified in paragraph 11 above.

17. Duty to Halt or Reduce Activity. Consistent with Part II.A.11 of its IWP Permit, upon reduction of efficiency of operation, or loss or failure of all or part of the Danville POTW's treatment facility, Waste Management shall, to the extent necessary to maintain compliance with the IWP Permit, control its discharges until operation of the facility is restored or an alternative treatment method is provided. This requirement applies, for example, when the primary source of power of the treatment facility fails or is reduced.

18. Change in Discharge. Waste Management shall notify Danville of any changes in its discharge as provided in IWP Permit, Part II, Provision (A)(3) (Change in Discharge).

19. Indemnification. Waste Management agrees to indemnify, defend, and hold harmless Danville and its officers, agents, officials, and employees for any and all

third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent act or omission, error or omission of, or by any recklessness or misconduct by, Waste Management or any of its officers, agents, employees or subcontractors. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage. Danville will not provide such indemnification to Waste Management. No official, director, officer, employee, or agent of Danville or Waste Management shall be pursued or charged personally by the other party, its employees, or agents with any liabilities or expenses, or be held personally liable to the other party under any term or provision or because of the execution of any agreement, or because of any default. This provision shall survive any termination of this Agreement.

20. Miscellaneous.

a) This Agreement is the result of negotiations between the parties and each party has had input into the drafting of this Agreement. Accordingly, no party shall be construed to be the drafter of this Agreement, and any ambiguities in this Agreement shall be construed according to the rules of contract construction applicable in the State of Indiana except the rule of construction against the drafter.

b) Each party and signatory hereto has the authority to enter into this Agreement and at all times has full authority to perform this Agreement. No further approval or consent by any other person or authority is required.

c) Neither this Agreement, nor any term hereof, may be changed, modified, altered, waived, discharged, or terminated, except by written instrument.

Failure to insist upon strict adherence to any term of this Agreement shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

d) This Agreement may be executed in counterparts, including facsimile or photocopy counterparts, each of which shall be deemed an original, but all of which taken together shall constitute a single document.

e) The captions to this Agreement are for convenience of reference only and shall not be given any effect in the interpretation of this Agreement.

f) If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining terms hereof will not be affected, and in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision will be added as part of this Agreement that is as similar to the illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

g) This Agreement shall be governed by and construed under the laws of the State of Indiana, and by all applicable municipal ordinances, resolutions, rules, regulations, or codes of Danville. Suit, if any, shall be brought in the State of Indiana, County of Hendricks.

h) The parties hereby incorporate by reference the provisions, requirements, terms and conditions of Waste Management's IWP Permit INP000607, Danville's NPDES Permit No. IN0020079, IC 13-15, 325 IAC 3, Danville's Sanitary Sewage Treatment Plant Enforcement Response Plan (ERP) for Industrial Pretreatment Operations, and all applicable Danville local ordinances. This Agreement shall also

include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

i) Neither party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, labor trouble, strikes, lockouts, riots, fires, acts of God, and the affected party shall be excused from performance during the occurrence of such events.

[The remainder of this page has intentionally been left blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed
by their respective authorized designees as of the date first set forth above.

Waste Management of Indiana, LLC

By: _____

Printed: _____

Title: _____

Date: _____

Town Council of the Town of Danville, Indiana

By: _____

Printed: _____

Title: _____

Date: _____

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Exhibit A

2019 Bi-Weekly Salary and Benefit Amounts for the Pretreatment Coordinator
for the Town of Danville, Indiana are as follows (to be adjusted annually by the Town):

		50% REIMBURSEMENT Pretreatment Coordinator							
	James D. Collier	Wages	SS/Med	Insurance	Perf	Deferred Comp 401a	Short Term Disability	Life Insurance	TOTAL
Pay Date		\$1,853.60	\$141.80	\$342.32	\$263.21	\$45.65	\$4.20	\$2.60	\$2,653.38
Pay Date		\$1,853.60	\$141.80	\$342.32	\$263.21	\$45.65	\$4.20	\$2.59	\$2,653.37
	TOTAL	\$3,707.20	\$283.60	\$684.64	\$526.42	\$91.30	\$8.40	\$5.19	\$5,306.75
		<div> Total Due - 50% Reimbursement \$2,653.38 </div>							