EWBANK & KRAMER

ATTORNEYS AT LAW

JAMES H. EWBANK (1865-1961)
GERALD H. EWBANK (1918-1979)

FRANK G. KRAMER
ROBERT J. EWBANK
PATRICIA J. COGHILL
ANTHONY M. SMART*
JARED J. EWBANK

*Licensed in Indiana and Ohio

TELEPHONE: (812) 537-2522
FACSIMILE: (812) 537-2531
EMAIL: contact@ewbankkramer.com
www.ewbankkramer.com

January 20, 2023

Indiana Department of Environmental Management
Regional Water & Sewer District Coordinator
Attention: Office of Water Quality
100 N. Senate Ave.
Indianapolis, IN 46204

Re: Dearborn County Regional Sewer District
City of Aurora Interlocal Agreement and Financing Agreement

To Whom It May Concern:

Enclosed is a copy of the City of Aurora Interlocal Agreement and Financing Agreement. This document is being submitted to your office in accordance with IC 36-1-7-4(b).

Also enclosed is a copy of my letter to the Office of the Attorney General in accordance with IC 36-1-7-4(b).

I will wait to hear from you. Thank you for your cooperation.

Very truly yours,

EWBANK & KRAMER

Frank G. Kramer

FGK:ba
Enclosure
pc: Office of Indiana Attorney General

IDEM- WATER QUALITY

JAN 24 2023

RECEIVED

EWBANK & KRAMER

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January 20, 2023

Indiana Attorney General's Office
Indiana Government Center South
302 W. Washington Street, 5th Floor
Indianapolis, IN 46204-2770

Re: Dearborn County Regional Sewer District
City of Aurora Interlocal Agreement and Financing Agreement

To Whom It May Concern:

Enclosed is a copy of the City of Aurora Interlocal Agreement and Financing Agreement. This document is being submitted to your office in accordance with IC 36-1-7-4(b).

Also enclosed is a copy of my letter to the Indiana Department of Environmental Management in accordance with IC 36-1-7-4(b).

I will wait to hear from you. Thank you for your cooperation.

Very truly yours,

EWBANK & KRAMER

Frank G. Kramer

FGK:ba
Enclosure
pc: IDEM

IDEM- WATER QUALITY

JAN 24 2023

RECEIVED

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is entered into on this 15th day of December, 2022, by and between the City of Aurora, Indiana ("Aurora) and the Dearborn County Regional Sewer District ("District").

WITNESSETH:

WHEREAS, Aurora and District have identified a continuing need for cooperation and assistance to meet sewage treatment needs near Aurora, but located in Dearborn County, in an area designed to be served by the District; and

WHEREAS, the District desires to contract with Aurora for certain sewage services specifically through this Agreement along State Route 350 and North Hogan Road'

WHEREAS, Aurora and District have authority to enter into this Agreement pursuant to Indiana Code §36-1-7 *et seq.;*

NOW THEREFORE, in consideration of the terms and conditions contained herein, Aurora and District agree as follows:

1. **Definitions**

   "Aurora" means the City of Aurora, Indiana

   "District" means the Dearborn County Regional Sewer District.

2. **Scope of Sewage Services**

   Aurora and District agree to jointly work together to facilitate sanitary sewage services from the manhole at the intersection of State Route 350 and Walker Avenue in the City of Aurora, thence along State Route 350 to its intersection with North Hogan Road, thence along North Hogan Road to the real estate owned by James and Beverly Meister located at 5160 North Hogan Road, Aurora, Indiana (hereinafter "the service area") all as more particularly set forth in the Financing Agreement attached hereto, incorporated by reference and marked "Exhibit A". The parties agree that there is no joint real or personal property under the terms of this agreement and no provisions of this agreement are intended to establish joint, real or personal property between the parties.

3. **Duties of Aurora:**

   A. Provide information to potential customers concerning sewage hook-up fees, connection charges, and utility rates and deposits for each connection;

   B. Process sewage hook-up applications at Aurora Utility Office or as otherwise arranged, and accept as wastewater customers all qualified applications in the service area, who comply with Aurora utility customer requirements such as the payment of deposits and delinquent account balances owing to Aurora.

C. Assess and collect the entire amount of the sewage hook-up fee from all system customers before hook-up to the sewage system.

D. Bill customers who connect to the system. Customers shall be charged the same fees, monthly rates and amount to customers of Aurora who reside within the corporate limits of Aurora.

E. The connection fees will be he same amount charged by Aurora to customers of Aurora who reside within the corporate limits of Aurora.

F. Maintain the sewage lines constructed under this Agreement from the manhole at the intersection of State Route 350 and Walker Avenue in the City of Aurora, then along State Route 350 to its intersection with North Hogan Road, thence along North Hogan Road to the real estate owned by Michael and Marcia Peters located at 5029 North Hogan Road, Aurora, Indiana. Aurora shall have no obligation to maintain the lateral serving the real estate owned by James and Beverly Meister.

G. This agreement specifically does not include any right of the District or duty of Aurora for any other sewage line main extensions. Any such extensions shall be the subject of additional interlocal agreement.

H. All customers who connect to the sewage lines will be customers of Aurora.

4. **Duties of the District**

A. Grant to Aurora the exclusive right to process sewer connection fees and to accept as wastewater customers all qualified applicants from the Aurora City Limits along State Route 350 to North Hogan Road, thence along North Hogan Road to real estate owned by James and Beverly Meister located at 5160 North Hogan Road and they shall become Aurora Utility customers.

B. Complete all of the enforcement actions necessary to force customers to connect to the sewage lines in accordance with local, county, state and federal laws.

5. **Financing**

The cost of the Project shall be paid one-half (1/2) by Michael and Marcia Peters and one-half (1/2) by James and Beverly Meister, all as more particularly set forth in the Financing Agreement attached hereto and marked "Exhibit A".

6. **Authorization for Disconnection or Refusal to Connect**

As a condition of accepting the responsibility of processing applications, billing wastewaters customers for sewage line debt service surcharges, and accepting customers on the sewage lines, Aurora shall be authorized to:

A. Disconnect or refuse to reconnect wastewater utility service for any of the following reason:

(i) Failure to meet the application provisions of Aurora or District ordinances.

(ii) Violation of the regulations pertaining to utility service;

(iii) Nonpayment of wastewater utility bills;

(iv) Tampering with any meter, seal, or other equipment controlling or regulating the supply of wastewater utility service;

(v) Willful or negligent waste of wastewater service due to improper or imperfect pipes, fixtures, appliances or otherwise on the customer's side of the system;

(vi) Theft or diversion and/or use of wastewater utility service without payment;

B. Decline or cease to furnish utility service to any person or customer who may be in debt to Aurora for any reason except for property taxes and special assessments.

C. File a utility lien on the service property;

D. Pursue any other collection remedies in accordance with applicable law.

7. **Effective Date and Duration of Agreement**

A. The effective date of this agreement will be the later of the completion of the following tasks regarding this agreement by each of the parties:

(i) Adoption by ordinance or resolution of each party (I.C. 36-1-7-2(a));

(ii) Approval by Indiana Attorney Department of Environmental Management (I.C. 13-26-5-7-(b)(2));

(iii) Approval by Indiana Attorney General (I.C. 36-1-7-4(b));

(iv) Recording in the records of the Recorder of Dearborn County (I.C. 36-1-7-10(1));

(v) Transfer of ownership interest in the sewer lines to Aurora.

B. The District will file the recordings required in paragraph (iv).

C. Within sixty (60) days after it takes effect, the agreement shall be filed with the Indiana State Board of Accounts for audit purposes. (I.C. 36-1-7-6). The Town Clerk-Treasurer will file the agreement with the Indiana State Board of Accounts.

8. **Insurance, Waivers and Indemnification**

Each party is required to maintain adequate liability insurance and shall indemnify and hold the other harmless from any claim for personal injury or property damage including attorney fees resulting from the negligence of the other and its employees or agents under this agreement.

By entering into this agreement, neither party waives sovereign immunity defenses or any other limitation of liability. No provision of this agreement is intended to modify or waive any provision of the Indiana Tort Claims Act and any amendments thereof.

9. **Joint Board & Dispute Resolution**

Pursuant to I.C. 36-1-7-39(5)(B), the parties to this agreement establish a joint board consisting of the following:

A. Aurora representative: Mayor of the City of Aurora of the Town Board.

B. District representative: President of the Board

The joint board shall meet as necessary to accomplish the terms and conditions of this Agreement.

Aurora and District agree that all disputes or disagreements arising under this agreement which are not resolved at the staff level by the parties shall be handled as follows:

The joint board shall meet and agree to the appointment of a mediator who shall proceed to mediate the dispute. Such action shall be required before the commencement of any litigation.

10. **Miscellaneous**

A. This agreement shall not be amended except by written instrument executed by the parties.

B. This agreement contains the entire understanding between the parties concerning the subject matter thereof. No prior understandings, whether verbal or written, between the parties or their agents are enforceable unless included in this agreement.

C. If any provisions of this agreement are deemed by a court of competent jurisdiction to be unenforceable or invalid, the remaining provisions shall remain in full force and effect.

D. Heading in this agreement are for informational purposes only and are not intended to provide additional rights or obligations of the parties.

E. The agreement shall be interpreted in accordance with the laws of the State of Indiana.

Date of Execution shall be when the last party to the agreement has signed the agreement upon proper action by the respective governing boards.

CITY OF AURORA, INDIANA

By: _____
Mark Drury, Mayor

Attest: _____
Benjamin Turner, Clerk-Treasurer

DEARBORN COUNTY REGIONAL SEWER DISTRICT

By: _____
Steve Renihan, President

Attest: _____
R. Brett Fehrman, Secretary

STATE OF INDIANA, COUNTY OF DEARBORN: SS:

Before me, a Notary Public residing in Dearborn County, Indiana, personally appeared the within named Mary Drury and Benjamin Turner as the Mayor and Clerk-Treasurer, respectively, of Aurora, Indiana, who acknowledged the execution of the foregoing document as and for their voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and signature this 15th day of December, 2022.

_____
Notary Public

My Commission Expires:

_____

_____
Printed

Commission Number:

_____

JARED J. EWBANK
NOTARY PUBLIC
STATE OF INDIANA
RESIDENT OF DEARBORN CO.
MY COMMISSION EXPIRES
JULY 16, 2023
COMMISSION ID 670475

STATE OF INDIANA, COUNTY OF DEARBORN: SS:

Before me, a Notary Public residing in Dearborn County, Indiana, personally appeared the within named Steve Renihan and R. Brett Fehrman, as President and Secretary, respectively, of Dearborn County Regional Sewer District, who acknowledged the execution of the foregoing document as and for their voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and signature this 15th day of December, 2022.

Frank G. Kramer

Notary Public

My Commission Expires:

November 29, 2024

Frank G. Kramer

Printed

Commission Number:

693147

SEAL

FRANK G. KRAMER
Commission Number: NP0693147
My Commission Expires: 11/29/24
County of Residence: Dearborn

FINANCING AGREEMENT FOR EXTENSION OF SANITARY SEWER MAIN
TO
MICHAEL AND MARCIA PETERS REAL ESTATE
AND
LATERAL TO JAMES AND BEVERLY MEISTER REAL ESTATE

THIS FINANCING AGREEMENT FOR EXTENSION OF SANITARY SEWER MAIN (hereinafter "this Agreement") is made and entered into effective this 15th day of December, 2022 between **THE CITY OF AURORA, INDIANA** (hereinafter "Aurora"), **THE DEARBORN COUNTY REGIONAL SEWER DISTRICT** (hereinafter "the District"), **MICHAEL AND MARCIA PETERS** (hereinafter "the Peters"), and **JAMES AND BEVERLY MEISTER** (hereinafter "the Meisters"), each as defined herein.

RECITALS

WHEREAS, Aurora is an Indiana Municipal Corporation and is authorized to provide Sanitary Sewer Treatment Services through the South Dearborn Regional Sewer District in Lawrenceburg, Indiana; and

WHEREAS, the District is a political subdivision and has been duly established and is authorized to transact business pursuant to I.C. 13-26 et. seq.; and

WHEREAS, the Peters are the fee owners of real estate located at 5029 North Hogan Road, in Dearborn County, Indiana; and

WHEREAS, the Meisters are the fee owners of real estate located at 5160 North Hogan Road, in Dearborn County, Indiana; the Peters real estate and the Meisters real estate are located within the geographic boundaries of the District's territory; and

WHEREAS, the Peters and the Meisters (collectively the "Developers") desire to plan, design, and construct a new two (2) inch sanitary sewer main and the necessary components for proper functioning of said sanitary sewer main and connection of the same to the existing sanitary sewer system maintained by Aurora located at the intersection of Walker Avenue and State Route 350 in Aurora, to service the real estate owned by Michael and Marcia Peters located at 5029 North Hogan Road and the real estate owned by James and Beverly Meister located at 5160 North Hogan Road.

"EXHIBIT A"

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and the mutual terms, covenants and agreements contained hereinafter, the parties acknowledge and agree that the aforementioned recitals are true and accurate and are a material part of this Agreement, and further agree as follows:

1. Developers hereby agree to proceed with the construction of a two (2) inch sanitary sewer main as depicted in accordance with plans and specifications therefore approved or to be approved by Aurora and the District, and Aurora agrees to accept ownership and operational responsibilities of the new sanitary sewer main and related components upon completion of the Project.

2. Prior to commencement of construction, Developers agree to obtain from each of their contractors certificates of liability insurance with limits of liability of not less than One Million Dollars ($1,000,000.00) to protect against liability arising from the construction of the sanitary sewer main. In addition, Developers agree to obtain from each of their contractors certificates of workers compensation insurance to protect against workers compensation claims arising from the construction of the sanitary sewer main.

3. Aurora hereby agrees with and represents to Developers that it will accept ownership and operational responsibility for the sanitary sewer main upon completion of its construction by Developers, provided only that said construction conforms to the provisions hereof, and satisfactory proof that Developers have paid the costs required of them as set forth in paragraph 7 of this agreement.

4. That the two (2) inch sanitary sewer main shall not be deemed permanently connected to Aurora's sanitary sewer system until final inspection and acceptance by Aurora. Upon final inspection and acceptance, the sanitary sewer main shall become the property of Aurora and Aurora shall accept sewage therefrom subject to such sewer service charges as in effect at the time of connection, or which thereafter may be regularly established by Aurora, and all further maintenance, repair and operation after final inspection and acceptance shall be responsibility of Aurora. All risk of loss, damage or injury to property or to person arising out of the operation, maintenance or repair of the Project shall be born by Aurora after final inspection and acceptance by Aurora. Aurora shall have no responsibility for the sanitary sewer main

prior to final inspection and acceptance of same by Aurora. Each party agrees to indemnify and hold the other harmless from liability and expenses claimed or asserted on the basis of facts occurring during the above designated respective periods of responsibility (i.e. before and after final inspection and acceptance).

5. Immediately following final inspection by Aurora, and by District, Developers shall transfer and assign all easements necessary for continued operation of the portions of project requiring easements to Aurora and to District, and all manufacturers or installers warranties applicable to all components of the Project requiring or carrying warranties. All easements shall be in the form acceptable to Aurora and District and shall not impose any payment obligations on Aurora or District.

6. After final inspection and acceptance of the Project by Aurora, the Meisters shall be permitted to connect to the sanitary sewer main via a lateral extension from the point of connection to the Peters property to the improvements on the Meisters property. The Meisters shall be responsible for procuring engineering and design fees for the lateral, and for the necessary easements to serve said lateral.

7. The Developers shall each pay one-half (1/2) the costs in completing the main line extension (not including the Meisters lateral), which construction costs may include the following costs incurred by Developers:

a. Reasonable costs, not to exceed the actual costs of the Developers, of materials and labor to construct the main line extension from the manhole located at Walker Avenue to the Peters real estate.
b. Reasonable costs, not to exceed the actual costs of the Developers, of engineering and design fees for the main line extension.
c. Reasonable legal fees for the Project, not to exceed the actual legal fees incurred by the Developers.
d. Costs of inspection and testing fees.
e. Permit and application fees.
f. Costs of procuring necessary easements/permits and
g. Any other reasonable costs approved by Aurora.

8. At the time of acceptance of the sanitary sewer main by Aurora and the District, Developers shall provide to the District a verified writing certifying the amount of expense incurred by Developers to complete the sewer extension main, the same to be documented to the satisfaction of the District. In the event the sewer main is extended along North Hogan Road during a period of ten (10) years following acceptance of the Project, and the same is paid for with public funds, Developers shall not be entitled to recoup or recapture any portion of the costs incurred by Developers

in completing the sanitary sewer main. If the cost of extending the sewer main is paid by private property owners, the owners of each property that connect to the new sewer extension shall be required to pay to the District a proportionate part of the actual cost of the new sanitary sewer main extension as it relates to the actual cost to the Developers of the original sanitary sewer main extension. (i.e., if one new customer connects to the sewer main extension, that property owner will be required to contribute one-half (1/2) of the cost paid by Developers pursuant to paragraph 7 hereof - accordingly, each property owner would have paid one-third (1/3rd) of the cost of the original sanitary sewer main extension) The District shall reimburse the amount so received one-half (1/2) to each of the Developers referred to herein, without interest.

9. The lateral constructed by the Meisters, at their expense, shall not be available for connection to any other real estate.

10. Any notice required or permitted to be given hereunder will be properly given in accordance with this agreement, if in writing, and (a) delivered by hand (b) sent by recognized overnight carrier (such as Federal Express), sent by email, or (d) mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope and addressed as follows:

If to the Developers:

Michael and Marcia Peters
5029 North Hogan Road
Aurora, IN 47001
email: _____

James and Beverly Meister
5160 North Hogan Road
Aurora, IN 47001
email: bev.meister@fuse.net

If to Aurora:

Randy Turner
City of Aurora
110 Main Street
P. O. Box 120
Aurora, IN 47001
email: waterman310@hotmail.com

If to the District:

Steve Renihan
DCRSD
165 Mary Street
Lawrenceburg, IN 47025
email: steverenihan@hotmail.com

11. This Agreement shall be binding upon and shall inhere to the benefit of the parties, the parties hereto, their heirs, personal representatives, successors and assigns and except as otherwise provided herein, shall be enforceable without relief of valuation and appraisement laws and with reasonable attorney fees and all other reasonable costs of enforcement.

12. Aurora and the District represent that they have taken all necessary official action to approve this Agreement and that the person or persons of signatories hereto on behalf of Aurora and the District have the legal authority to execute this Agreement and enforce the terms of this Agreement.

13. The Developers each represent that they have the legal authority and are duly authorized to enter into this Agreement.

14. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana as applicable to contracts made and to be performed in the State of Indiana without regard to conflicts of laws principles.

15. Neither party may assign its rights or obligations under this agreement without the prior written consent of the other parties. Any assignment made without such written consent shall be null and void.

16. Failure of either party to enforce, at any time any provision of this Agreement shall not constitute a waiver of such provisions in any way or of the right of such party at any time to avail itself of such remedies as it may have for any breach or breaches of such provision.

17. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, representations, or agreements, whether written or oral, relating to such subject matter. No modification, amendment or supplement to this Agreement shall be binding upon the parties hereto unless made in writing and duly signed by all parties.

18. If any term or provision of this Agreement is invalid, illegal or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this agreement or invalidate or render unenforceable such term or provision.

19. The parties acknowledge that Frank G. Kramer represents the District, and has also prepared this Agreement on behalf of the Developers. Each party hereby waives all clams of conflict of interest as a result of said dual representation.

20. This Agreement may be executed in counter parts, each of which so executed shall be deemed to be an original and all of which together shall constitute one and the same document. A signed copy of this Agreement transmitted by email or other means of electronic transmission shall be deemed to have the same legal affect as delivery of an original executed copy of this Agreement for all purposes.

CITY OF AURORA, INDIANA

BY: _____
RANDY TURNER
AUTHORIZED OFFICER

DEARBORN COUNTY REGIONAL SEWER DISTRICT

BY: _____
STEVE RENIHAN,
AUTHORIZED OFFICER

DEVELOPERS

BY: _____
MICHAEL PETERS

_____
MARCIA PETERS

DEVELOPERS

BY: _____
JAMES MEISTER

_____
BEVERLY MEISTER

STATE OF INDIANA, COUNTY OF DEARBORN, SS:

Before me, a Notary Public residing in Dearborn County, Indiana, personally appeared City of Aurora, Indiana by Randy Turner, Authorized Officer, and acknowledged the execution of the same to be his voluntary act and deed, for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 15th day of December, 2022.

_____
Notary Public

_____
Printed

My Commission Expires:

_____

Commission Number:

_____

JARED J. EWBANK
NOTARY PUBLIC
STATE OF INDIANA
RESIDENT OF DEARBORN CO.
MY COMMISSION EXPIRES
JULY 16, 2023
COMMISSION ID 670475

STATE OF INDIANA, COUNTY OF DEARBORN, SS:

Before me, a Notary Public residing in Dearborn County, Indiana, personally appeared the Dearborn County Regional Sewer District by Steve Renihan, Authorized Officer, and acknowledged the execution of the same to be his voluntary act and deed, for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 15th day of December 2022.

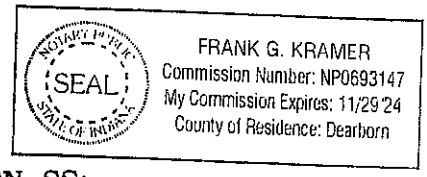
Notary Public

My Commission Expires:

November 29, 2024

Frank G. Kramer
Printed

Commission Number:
693147



STATE OF INDIANA, COUNTY OF DEARBORN, SS:

Before me, a Notary Public residing in Dearborn County, Indiana, personally appeared Developer, Michael Peters and Marcia Peters, and acknowledged the execution of the same to be their voluntary act and deed, for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 15th day of December, 2022.

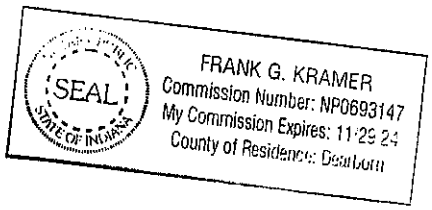
Notary Public

My Commission Expires:

November 29, 2024

Frank G. Kramer
Printed

Commission Number:
693147



STATE OF INDIANA, COUNTY OF DEARBORN, SS:

Before me, a Notary Public residing in Dearborn County, Indiana, personally appeared Developers, James Meister and Beverly Meister, and acknowledged the execution of the same to be their voluntary act and deed, for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 15th day of December, 2022.

Notary Public

My Commission Expires:

November 29, 2024

Frank G. Kramer
Printed

Commission Number:
693147

NOTARY PUBLIC SEAL STATE OF INDIANA

FRANK G. KRAMER
Commission Number: NP0693147
My Commission Expires: 11/29/24
County of Residence: Dearborn

This instrument prepared by:
Frank G. Kramer, Attorney at Law
EWBANK & KRAMER
114 W. High St.
Lawrenceburg, IN 47025
(812) 537-2522