WASTEWATER SERVICE AGREEMENT
BETWEEN THE TOWN OF YORKTOWN AND THE
DELAWARE COUNTY REGIONAL WASTEWATER DISTRICT

THIS AGREEMENT, made and entered into this ___ day of August, 2022, by and between the Town of Yorktown, a municipal corporation in Delaware County, Indiana, by and through its Town Council (hereinafter referred to as "YORKTOWN") and the Delaware County Regional Wastewater District, a sewer district in Delaware County, Indiana, by and through its Board of Trustees (hereinafter referred to as the "DISTRICT");

WITNESSETH THAT:

WHEREAS, the District currently serves customers in Cammack, Indiana, and does not have adequate means of disposing of its wastewater, liquid wastes and sanitary sewage from the District;

WHEREAS, Heritage Place is a neighborhood in Cammack, Indiana, and is a part of the District;

WHEREAS, Heritage Place neighborhood is expanding and will have up to an additional fourteen (14) households needing disposal of wastewater, liquid wastes and sanitary sewage;

WHEREAS, Yorktown has a sewage treatment and disposal facility and will have a capacity in excess of that required to process its own wastewater, liquid wastes and sewage, and is willing to accept wastewater, liquid wastes and sewage from the Heritage Place neighborhood expansion and process and dispose of the same; and

WHEREAS, the District has connected its sewer system of the District to the sewage treatment and disposal facilities of Yorktown and currently transports wastewater, liquid wastes and sewage generated within the jurisdiction of the District to the Yorktown plant to be treated by Yorktown;

WHEREAS, the wastewater, liquid wastes and sewage from the Heritage Place neighborhood expansion will run through an unmetered connection point in Yorktown;

WHEREAS, the proposed monthly flow from Heritage Place will be 4,000 gallons per household, once connected to Yorktown’s system, and will be added to normal monthly billings for the District;

WHEREAS, the District will notify Yorktown utilities of any new residents in Heritage Place once the homes are connected to the unmetered sanitary sewer line; and

WHEREAS, the District would be responsible for all maintenance and upkeep on the sanitary sewer lines and infrastructure until it connects into the Yorktown sanitary sewer manhole, at which point Yorktown would assume the responsibility.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that Yorktown will accept from the District, the wastewater, liquid wastes and sewage of the Heritage Place neighborhood expansion and will treat and dispose of the same in a proper manner at its sewage treatment plant subject to the following covenants and conditions:

1. The District agrees to continue to transport its wastewater, liquid wastes and sewage generated within the subject jurisdiction of the District to the Yorktown plant to be treated by Yorktown.

2. Yorktown agrees to continue to accept, treat and process in a proper manner, all wastewater, liquid wastes and sewage transported from the District to the Yorktown plant by means of such sewer, subject to the conditions hereinafter set forth in this agreement.

3. The District agrees to continue to maintain a sewage collection system, including sewers and regulating stations and other structures, as may be required to deliver the flow of wastewater, liquid wastes and sewage from the District to Yorktown. The District agrees to use all necessary precautions and diligence to exclude from wastewater, liquid wastes and sewage transported to Yorktown, sand, gravel, street waste, grits, leaves, rags, paper, pickling liquor, cyanides, coal tar, oil, grease, acids, dry cleaning fluids, and any other foreign material and industrial wastes which are objectionable, dangerous and inhibitive to bacterial growth, or which for other reasons cannot readily be treated in the sewage treatment plant of Yorktown or may be injurious thereto.

4. Yorktown agrees to accept the flow of up to fourteen (14) households from the Heritage Place neighborhood expansion. The proposed monthly flow will be 4,000 gallons per household, once connected to Yorktown's system. The flow will run through an unmetered connection point in Yorktown.

5. The District agrees to pay to Yorktown for the treatment of wastewater, liquid wastes and sewage from the District by adding the proposed flow to the District's normal monthly billings once the District notifies Yorktown that a new home has connected to Yorktown's system.

6. In the event any dispute should arise between the parties to this Agreement as to any terms and conditions thereof, including any dispute as to amounts payable hereunder, Yorktown and the District shall agree upon an arbitrator who shall hear and resolve said dispute and show decision shall be final and binding upon both parties. The expense of such arbitration shall be borne jointly and equally by both Yorktown and the District. It is the intent of the parties hereto that any arbitrator selected pursuant hereto shall have experience and expertise in the particular area of the disagreement.

7. This Agreement shall commence on the date first set forth above and shall continue for a period of one (1) year, ("Initial Term"). This Agreement shall continue in full force and effect for an indeterminate number of one (1) year terms after the Initial Term subject to the same terms and conditions, unless either of the

parties hereto shall notify the other in writing of intention to terminate the same at least twelve (12) months prior to the expiration of the Initial Term or any additional one (1) year term.

8. This Agreement is expressly made binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto affixed their names and seals on the day and date first above written.

TOWN OF YORKTOWN, COMMON COUNCIL	DELAWARE COUNTY REGIONAL WASTEWATER DISTRICT, BOARD OF TRUSTEES
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
	_____
	_____
ATTEST:	ATTEST:
_____	_____
Clerk-Treasurer	Secretary