

**REGIONAL WASTEWATER COLLECTION AND TRANSMISSION PROJECT
AGREEMENT**

THIS REGIONAL LIFT STATION PROJECT AGREEMENT (this “**Agreement**”) is made and entered into on the ___ day of _____, 2026 (the “**Effective Date**”), by and among the **CITY OF CHARLESTOWN, INDIANA**, an Indiana municipal corporation established pursuant to Ind. Code § 36-4-1, *et seq.*, its’ **CHARLESTOWN SANITARY SEWER BOARD** established pursuant to Ind. Code § 36-9-23, *et seq.* each with an address of 304 Main Cross Street, Charlestown, Indiana 47111 (collectively, the “**City**”), and **RIVER RIDGE DEVELOPMENT AUTHORITY**, a military base reuse authority established pursuant to the provisions of Ind. Code § 36-7-30, *et seq.*, with an address of 300 Corporate Drive, Suite 300, Jeffersonville, Indiana 47130 (“**RRDA**”) (the City and the RRDA may hereinafter referenced singularly as a “**Party**” or collectively as the “**Parties**”).

RECITALS

A. The City of Charlestown, Indiana is a municipal body politic of the State of Indiana and its’ Sanitary Sewer Board maintains a sanitary sewer system that collects and processes wastewater through its collection system and treatment plant (“**Utility**”) for its’ customers.

B. RRDA was established as a reuse authority pursuant to Ind. Code § 36-7-30, *et seq.*, for the purpose of undertaking the planning, replanning, rehabilitation, development, redevelopment, and other preparation for reuse of certain former federal military base property that was formerly known as the Indiana Army Ammunition Plant, and which is now known as the River Ridge Commerce Center (the “**Commerce Center**”),

C. The City, through its Utility, provides wastewater collection and treatment for several current customers and will serve future customers in the Commerce Center.

D. The City and RRDA desire to improve and expand the Utility in the Commerce Center to accommodate current demands and to facilitate further future growth and development by construction of a lift station, gravity sewer, and force mains in the Commerce Center as more particularly described in the detailed project description attached hereto as “**Exhibit A**” (“**Project**”).

E. RRDA acknowledges that the Project is being procured and delivered by the City through a build-operate-transfer agreement pursuant to Ind. Code § 5-23, *et seq.*

F. In order to facilitate the Project, RRDA desires to provide assistance to the City in order for the City to complete the Project and the City desires to complete the Project in exchange for the assistance from the RRDA, as more fully set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, the Parties, intending to be legally bound, do hereby agree as follows:

AGREEMENT

1. **Incorporation.** The Recitals set forth above are fully incorporated into this Agreement by this reference.

2. **The Project.**

2.1 **City Approvals.**

2.1.1 *Initial Approvals.* Prior to commencement of the Project, the City shall obtain written approval from RRDA of the following, which approval shall not be unreasonably withheld, conditioned, or delayed: (i) final design plans and specifications (the “**Plans**”); (ii) contractors hired by the City in connection with the Lift Station Project (the “**Contractors**”); (iii) contracts between the City and its Contractors (the “**Contracts**”); and (iv) guaranteed maximum price for construction of the Project as submitted by the Contractors.

2.1.2 *Approval of Changes.* If, after approval of the Plans and Contracts, and prior to the completion of the applicable Project, the City desires to make changes to the Plans or Contracts, the City shall submit a request to RRDA for review and approval, which approval shall not be unreasonably withheld or delayed. If, after approval of the Contractors, and prior to the completion of the applicable Project, the City desires to hire new Contractors, the City shall obtain prior written approval of such new Contractors from RRDA, which shall not be unreasonably withheld, conditioned, or delayed.

2.2 **Costs; Financial Assistance for Lift Station Project.** RRDA shall provide and pay for any and all costs and expenses incurred by the City in connection with the Project (the “**Assistance**”).

2.3 **Completion of Project.** Within a commercially reasonable time following commencement of the Project, the City through its Contracts with its’ Contractors shall complete, or cause to be completed, the Project in a good and workmanlike manner. Promptly upon completion of the Project the City shall provide to RRDA documentary evidence demonstrating, to the reasonable satisfaction of the RRDA, that the work for which the Assistance was provided has been completed in accordance with this Agreement.

2.4 **Inspection.** At all reasonable times during the City’s work on the Project, RRDA shall be permitted to inspect the sites and the work.

2.5 **Insurance.** At all times during the City’s work on the Project, the Contractors shall maintain general liability insurance with contractual liability endorsement and commercially reasonable policy limits as acceptable to the City and RRDA. The City and RRDA shall be named as an additional insureds on such general liability policy(ies) during the time period in which the work on the Project is being performed. The Contractors and its contractors shall maintain worker’s compensation

insurance for its employees at statutory limits. If requested by the RRDA, the City shall request that the Contractors shall provide proof of any and all such insurance policies.

2.6 Grant of Easement(s). The RRDA shall, at its sole cost and expense, grant to, or otherwise acquire for the benefit of, the City permanent easements permitting the City to operate and maintain the wastewater lift station, and collection and transmission pipelines over (including but not limited to force mains and gravity sewer lines), across, and under the subject property(ies) in the Commerce Center, the form and substance of which shall be reasonably acceptable to the City.

3. **Payment of Assistance**. RRDA shall be obligated to disburse the Assistance (or requested portion thereof) to the City within forty-five (45) days of receipt from the City of invoices from the Contractors detailing the costs and expenses of the Project which such shall be reasonably acceptable to RRDA.

4. **Representations and Warranties**.

4.1 RRDA Representations and Warranties. The RRDA represents and warrants to the City the following:

4.1.1 Organization and Qualification. The RRDA is a military base reuse authority formed under the laws of the State of Indiana.

4.1.2 Right and Power. The RRDA has the full right, power and authority to execute and deliver this Agreement and the other deliverables provided for herein and is not in violation of any laws in any manner material to its ability to perform its obligations under this Agreement.

4.1.3 Recognition of the City's Rights. The RRDA recognizes the right, title, and interest of the City to operate and maintain pipelines and Utility improvements for the collection and transmission of wastewater within the corporate limits of the City. This Section 4.1.3 shall survive the termination of this Agreement.

4.1.4 Conflict with Other Instruments. Neither the execution and delivery of this Agreement, nor consummation of the transactions contemplated hereby, nor compliance with the terms, conditions and provisions hereof, will conflict with or result in a breach of any of the terms, conditions or provisions of any other agreements of the RRDA, or any regulation, order, writ, injunction or decree of any court or governmental instrumentality or agency or any agreement or instrument to which the RRDA is a party or by which it is subject to or bound, or constitute a default thereunder.

4.1.5 Authority, Validity and Binding Effect. The execution and delivery of this Agreement and the execution and delivery of the other documents provided for herein have been duly authorized by all necessary action on the part of the

RRDA, and no additional authorization, approval or consent is necessary therefor. The individual executing this Agreement on behalf of the RRDA is authorized to act on its behalf and has the power to bind the RRDA to the terms hereof. When executed by each Party, this Agreement shall be deemed duly and validly executed and delivered by the Parties and shall constitute a legal, valid and binding obligation of the RRDA, enforceable in accordance with its terms.

4.1.6 Litigation. There are no actions, suits or proceedings pending, or to the actual knowledge of the RRDA threatened or reasonably anticipated, against or affecting the RRDA or its' affiliates before any court or governmental instrumentality or agency, the result of which might have a material adverse effect on the RRDA or its operations or financial condition, or on the construction of the Project.

4.1.7 Other Documents. Each document furnished by the RRDA pursuant to this Agreement is a true and correct copy thereof, has not been modified or amended and is in full force and effect on the date hereof.

4.2 City Representations and Warranties. The City represents and warrants to the RRDA the following:

4.2.1 Organization and Qualification. The City of Charlestown, Indiana is a municipal corporation duly formed and validly existing in the State of Indiana. The City shall operate and maintain applicable pipelines and Utility improvements for the collection and transmission of wastewater within the corporate limits of the City.

4.2.2 Right and Power. The City, acting by and through the undersigned, has the full right, power and authority to execute and deliver this Agreement and the other deliverables provided for herein and is not in violation of any laws in any manner material to its ability to perform its obligations under this Agreement.

4.2.3 Conflict with Other Instruments. Neither the execution and delivery of this Agreement, nor consummation of the transactions contemplated hereby, nor compliance with the terms, conditions and provisions hereof, will conflict with or result in a breach of any of the terms, conditions or provisions of any other agreements of the City, or any regulation, order, writ, injunction or decree of any court or governmental instrumentality or agency or any agreement or instrument to which the City is a party or by which it is subject to or bound, or constitute a default thereunder.

4.2.4 Authority, Validity and Binding Effect. The execution and delivery of this Agreement and the execution and delivery of the other documents provided for herein have been duly authorized by all necessary action on the part of the City, and no additional authorization, approval or consent is necessary therefor. The individual executing this Agreement on behalf of the City is authorized to act on its

behalf and has the power to bind the City to the terms hereof. When executed by each Party, this Agreement shall be deemed duly and validly executed and delivered by the Parties and shall constitute a legal, valid and binding obligation of the City, enforceable in accordance with its terms, except as the enforceability thereof may be limited by applicable law, bankruptcy, insolvency or other laws of general application affecting the enforcement of creditors' rights and by principles of equity.

4.2.5 Litigation. There are no actions, suits or proceedings pending, or to the actual knowledge of the City threatened, against or affecting the City or its' affiliates before any court or governmental instrumentality or agency, the result of which might have a material adverse effect on the City or its operations or financial condition, or on the construction of the Project.

4.2.6 Other Documents. Each document furnished by the City pursuant to this Agreement is a true and correct copy thereof, has not been modified or amended and is in full force and effect on the date hereof.

4.3 Accuracy of Representations and Warranties. None of representations or warranties set forth in this Agreement by either Party or in any document or certificate furnished pursuant to this Agreement or in connection with any transactions contemplated hereby, contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make any statement of fact contained herein or therein, in light of circumstances under which it was made, not misleading.

5. Indemnification.

5.1 Except as caused by the gross negligence or willful misconduct of the City, or the City's members, directors, officers, managers, employees, and/or agents (each a "**City Indemnitee**" and, collectively, the "**City Indemnitees**"), the RRDA covenants and agrees at its expense to pay and to indemnify and save the City Indemnitees harmless of, from and against, any and all claims, damages, demands, expenses (including reasonable attorneys' fees and costs) and liabilities relating to bodily injury, property damage, or any other claim or loss resulting directly or indirectly from the RRDA's (and/or any of the RRDA's employees, agents, attorneys, contractors, or departments) actions under this Agreement, including, without limitation, the Project. If any action or proceeding is brought against one or more City Indemnitees, (i) each such City Indemnitee may, in its sole discretion, select its own counsel, (ii) the City Indemnitee(s) seeking indemnification shall give notice of such action or proceeding to the RRDA in writing, and (iii) the RRDA shall reimburse such City Indemnitee(s) for all reasonable costs and expenses, including reasonable attorneys' fees, incurred by such City Indemnitee(s) in connection with the defense of such action or proceeding.

5.2 Except as caused by the gross negligence or willful misconduct of RRDA, or the City's members, directors, officers, managers, employees, and/or agents (each a "**RRDA Indemnitee**" and, collectively, the "**RRDA Indemnitees**"), the City covenants

and agrees at its expense to pay and to indemnify and save the RRDA Indemnitees harmless of, from and against, any and all claims, damages, demands, expenses (including reasonable attorneys' fees and costs) and liabilities relating to bodily injury, property damage, or any other claim or loss resulting directly or indirectly from the City's (and/or any of the City's employees, agents, attorneys, contractors, or departments) actions under this Agreement, including, without limitation, the Project. If any action or proceeding is brought against one or more RRDA Indemnitees, (i) each such RRDA Indemnitee may, in its sole discretion, select its own counsel, (ii) the RRDA Indemnitee(s) seeking indemnification shall give notice of such action or proceeding to the City in writing, and (iii) the City shall reimburse such RRDA Indemnitee(s) for all reasonable costs and expenses, including reasonable attorneys' fees, incurred by such RRDA Indemnitee(s) in connection with the defense of such action or proceeding.

5.3 This Section 5 shall survive the completion of the Project and termination of this Agreement.

6. **Remedies.** If the RRDA breaches its obligations or covenants under this Agreement, or the representations and warranties of the RRDA herein are, or become, false, the City shall have available all remedies at law and in equity, including, without limitation, specific performance and the ability to seek monetary damages from the RRDA for all costs and expenses incurred by the City in connection with the performance of its obligations under this Agreement. The RRDA's sole remedy hereunder for a breach of this Agreement by the City shall be, to the extent permitted by law, assignment and assumption of the Contracts with the Contractors to ensure completion of the Project and ownership of the Project upon completion in its sole discretion.

7. **Amendment.** This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the Parties, by the adoption of an amendment approved in the same manner as this Agreement, and by the execution of said amendment by the Parties or their successors in interest.

8. **Assignment.** The rights and obligations contained in this Agreement may not be assigned or transferred either Party without the express prior written consent of the other Party.

9. **No Third-Party Beneficiaries.** Except as provided in Section 5 above, this Agreement shall be deemed to be for the benefit solely of the Parties hereto and shall not be deemed to be for the benefit of any third party.

10. **Merger; Severability.** Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties. If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements or portions of this Agreement and, to that end, any provisions, covenants, agreements or portions of this Agreement are declared to be severable.

11. **Governing Law; Jurisdiction and Venue.** This Agreement shall be construed in accordance with the laws of the State of Indiana. The Parties further agree to, and hereby submit to, jurisdiction before any state or federal court with jurisdiction in Clark County, Indiana.

12. **Notices.** All notices and requests required pursuant to this Agreement shall be deemed sufficiently made if delivered via email, as follows:

To the City: City of Charlestown, Indiana
304 Main Cross Street
Charlestown, Indiana 47111
Attn: Hon. Treva Hodges, Mayor and Tim Crawford, Operator
Email: mayor@cityofcharlestown.com and
wastewaterdirector@cityofcharlestown.com

Copy to: FBT Gibbons LLP
400 West Market Street, Suite 3200
Louisville, Kentucky 40202
Attn: Beau F. Zoeller
Email: bfzoeller@fbtgibbons.com
Phone: (502) 779-8696

To the RRDA: River Ridge Development Authority
300 Corporate Drive
Jeffersonville, Indiana 47130
Attn: Executive Director and General Counsel
Email: executivedirector@riverridgecc.com and
legal@riverridgecc.com

13. **Time of Essence.** Time is of the essence with respect to this Agreement. The Parties shall make every reasonable effort to expedite the subject matters hereof (subject to any time limitations described herein).

14. **Force Majeure; Permitted Delays.** Whenever performance is required of any Party hereunder, such Party shall use all due diligence and take all necessary measures in good faith to perform the same; provided, however, that if completion of performance shall be delayed at any time by reason of pandemic or other public health emergencies, acts of God, war, civil commotion, riots, strikes, picketing, or other labor disputes, unavailability of labor or materials, or damage to work in progress by reason of fire or other casualty or similar causes beyond the reasonable control of a Party (excluding financial reasons), then the time for performance as herein specified shall be appropriately extended by the time of the delay actually caused by such circumstances. If there should arise any permitted delay for which the RRDA or the City is entitled to delay its performance under this Agreement, then the RRDA or the City, as the case may be, agrees to exercise commercially reasonable efforts to provide written notice to the other Party to this Agreement with the nature of, and the anticipated length of, such delay.

15. **Counterparts.** This Agreement may be signed by each Party upon a separate copy in which event all of said copies together shall constitute a single Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

[Remainder of page intentionally left blank]

Executed by the Parties as of the Effective Date first set forth above.

CITY OF CHARLESTOWN, INDIANA

By: _____

Print: _____

Title: _____

**CITY OF CHARLESTOWN SANITARY
SEWER BOARD**

By: Treva Hodges

Print: Treva Hodges

Title: Mayor

**RIVER RIDGE DEVELOPMENT
AUTHORITY**

By: M. A. Hildenbrand

Print: Marc A. Hildenbrand

Title: Executive Director

EXHIBIT A

River Ridge Commerce Center Regional Wastewater Collection and Transmission Project Description

The growing north sector of the River Ridge Commerce Center (RRCC) is necessitating wastewater improvements to handle current and future developments. One currently planned development is the Cheesecake Factory Bakery to be constructed near the intersection of State Road 62 and Miami Trail (8th Street), which will require approximately 126,000 gallons per day (gpd) of wastewater capacity once operational in mid-2027. To address this immediate need and set up the other nearby areas for service, gravity sewers are proposed along Penny Martin Lane (which eliminates 2 existing lift stations) to convey wastewater flows to a “regional” lift station to be located at the west end of Penny Martin Lane. The proposed regional lift station would pump the wastewater to the City of Charlestown water reclamation facility (WRF) via parallel force mains. Following is a summary of the proposed wastewater improvements for the project:

- Construction of a regional lift station to accommodate initial and future flows. The lift station includes dual wet wells, valve vault, piping & valves, metering vault with flow meter, submersible pumps (2 initially, 4 at full buildout), diesel bypass pump, odor control facilities, electrical building, electrical, instrumentation, and controls, and all necessary site work.
- Approximately 7,900 linear feet of parallel force mains (8”+16”) for transmission of wastewater from the regional lift station to the WRF. Combination air/vacuum valves shall be provided for each force main as required.
- Trenchless installation of the parallel force mains at the crossing of Miami Trail (8th Street), at the OmniTRAX railroad, and at the crossing of Jim Lewis Avenue.
- A force main junction structure to accommodate the proposed 18” force main from the Charlestown Shadowbrook development and the parallel (8”+16”) force mains from the River Ridge regional lift station. The junction structure shall include all necessary valves and appurtenances for operational flexibility.
- A gravity sewer along Penny Martin Lane from the intersection of Miami Trail (8th Street) and Penny Martin Lane to the proposed regional lift station. The gravity sewer is anticipated to run parallel to Penny Martin Lane within the same trench as the parallel force mains. This sewer will allow River Ridge and the City of Charlestown to abandon two (2) existing lift stations. The segment of gravity sewer is approximately 3,050 linear feet and ranges in size from 8” to 24”.