

MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT ("Agreement") is entered into this 7th day of March, 2018 ("Effective Date") by and between Indiana Utilities Management, LLC ("Manager") and the Damon Run Conservancy District ("District").

WHEREAS, the Manager offers management services for entities providing utility services to customers;

WHEREAS, the District provides sewer and water service to customers in Porter County, Indiana and desires to engage the Manager to assist the District in managing the operation of the District; and

WHEREAS, the Manager desires to provide management services to the District to assist the District in the operation of the District's utility system.

NOW THEREFORE, in consideration of the terms of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals. The above and foregoing recitals are true and correct and are incorporated into this Agreement.
2. Management Services. Commencing on the Effective Date, the Manager shall provide management services to the District. The list of management services to be provided is listed on Exhibit "A" attached hereto and incorporated herein and shall generally include fielding service calls, coordination with utility companies review and approval of infrastructure, inspection of connections to the District's utility system, issuance of permits, preparation of general accounting information and maintaining information pertaining to the District ("Services").
3. Term and Termination. This Agreement shall be for a period of one (1) year commencing on the Effective Date. Either party may terminate this Agreement for any reason upon thirty (30) days notice to the other party; provided, however, that in the event of such termination, the Manager shall be entitled to all compensation for work performed up to and including the effective date of the termination.
4. Payment for Services. The Manager shall be paid for provision of the Services on a quarterly basis. The rates and charges for the Services are as set forth on Exhibit "B" attached hereto and incorporated herein. The Manager shall submit claims for payment on a monthly basis and in a form and content with sufficient detail as required by the District.
5. Governing Law and Severability. This Agreement shall in all respects be governed by, and enforced and interpreted in accordance with, the laws of the State of Indiana. The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any

provision of this Agreement is determined by a Court of competent jurisdiction to be unenforceable, that provision shall be deemed severable and the Agreement may be enforced with that provision severed or modified by the Court.

6. Amendments, Elections, Waivers and Consents. Any and all amendments and other agreements with respect to this Agreement shall be made by an instrument or instruments in writing signed by and on behalf of both parties and no such amendment or other agreement shall be effective unless and until so made. Any and all elections, waivers and consents with respect to this Agreement shall be made or given by an instrument or instruments in writing, and no such election, waiver or consent shall be effective unless and until so made or given by such an instrument in writing.

7. Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon and enforceable against the parties to this Agreement and their respective successors and assigns, but this Agreement shall not be assignable by either party without the prior written consent of the other.

8. Entire Agreement and Proper Authority. This Agreement, along with the Exhibits hereto, constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and supersedes all negotiations, representations, warranties, offers, contracts and communications prior to the date hereof.

9. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

10. Notices. Any notices required hereunder shall be in writing, signed by the party serving the same, deposited in the registered or certified U.S. mail, return receipt requested, postage prepaid, or sent by overnight carrier, fee prepaid, and shall be deemed delivered on the second business day after such deposit or on the first business day after being sent by such overnight carrier to the following:

District: Damon Run Conservancy District
c/o Board of Directors
P.O. Box 472
Valparaiso, Indiana 46384

Manager: Indiana Utilities Management, LLC
c/o Manager
4 Wollaston Rd
Valparaiso, Indiana 46383

or to such other address as any party may furnish the other in writing.

11. Further Assurances. Promptly upon request from time to time of either party, the other party shall do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged or deliver, to or at the direction of such party, all further acts, transfers, assignments, powers and other documents and instruments as may be so requested to give effect to the transactions contemplated hereby, including, but not limited to supporting petitions, application or requests to any reasonably necessary governing body or agency, municipality, political subdivision or agency thereof.

12. Jurisdiction, Default and Attorney's Fees. This Agreement shall be interpreted under the laws of the State of Indiana, without regard to any conflict of laws provision. Any action to enforce any provision of the Agreement shall be filed in the State courts of Porter County, Indiana. Each party retains all rights and remedies, at law or in equity, regarding this Agreement. The court shall award to the prevailing party its court costs and attorneys' fees incurred in enforcing this Agreement. For purposes of this Agreement, a prevailing party shall include, without limitation, a party who brings an action against the other party by reason of the other party's breach or default and obtains substantially the relief sought, whether by compromise, settlement or judgment.

ALL OF WHICH HAVING BEEN AGREED TO by and between these parties on the date first set forth above.

District: _____ Damon Run Conservancy District

By: Donald H. Wilchman

Printed: Donald H Wilchman

Title: V. P.

ATTEST:

By: Jeffrey S Merrell

Printed: Jeffrey S Merrell

Title: Member at large

Manager: _____ Indiana Utilities Management, LLC

By: John C. Barbo

Printed: John C. Barbo

Title: _____

EXHIBIT "A"
TO
MANAGEMENT AGREEMENT

DAMON RUN CONSERVANCY DISTRICT

SERVICES TO BE PROVIDED BY INDIANA UTILITIES MANAGEMENT, LLC

Office Manager Duties

1. Accounts Receivable
2. Accounts Payable
3. Ledger Entries
4. Annual AV Reporting
5. Issue Sewer & Water Permits to new customers
6. Budget Forecasting & Planning
7. District Correspondence
8. IAW Recording Reports
9. Capital Assets Ledgers
10. District Website Management
11. Year End Tax Reporting
12. Customer Service

Field Project Manager Duties

1. Acquisitions of new customers
2. Advisor to District Board
3. Inspect new District Taps
4. Manage Main Line Infrastructure Construction
5. Liftstation Maintenance Management
6. Customer Service
7. Emergency Coordinator

EXHIBIT "B"
TO
MANAGEMENT AGREEMENT

DAMON RUN CONSERVANCY DISTRICT

RATES AND CHARGES FOR INDIANA UTILITIES MANAGEMENT, LLC

	Rates
Office Manager:	\$756.00 per month (Equivalent to 28hrs a month)
Field Project Manager:	\$1,870.00 per month (Equivalent to 22hrs a month)
Office Expense:	\$740.00 per month
-Rental	
-Computer Supplies	
-Office Supplies	
-Fax Phone Service	
-Internet	
-Utilities	
-Transportation	
-Postage	