

AGREEMENT FOR DONATION OF FUNDS

THIS AGREEMENT, made and entered into as of the date set forth below, by and between Warren County, Indiana (the “County”), and the Town of Pine Village, Indiana (the “Town”),
WITNESSETH:

WHEREAS, the Town is currently pursuing the possibility of establishing a water utility, which water utility would be a regional water utility and would be constructed in connection with the water utility for the Town of Oxford; and

WHEREAS, the County desires to donate a certain sum of money to the Town for the construction of a regional water utility pursuant to the terms and conditions set forth herein.

NOW THEREFORE, it is mutually agreed as follows:

(1) The County agrees to donate to the Town, and the Town agrees to accept from the County, the sum of Six Hundred Thousand Dollars (\$600,000.00), without warranties, express or implied, in the form of funds to be used toward professional costs involved in the planning and construction of such regional water utility. The Town shall provide such invoices to the County’s Auditor. County shall have final discretion in determining which professional fees such funds shall be expended, and will pay those invoices directly to the vendor. A copy of each paid invoice will be provided to the Town.

(2) The parties agree that County shall deposit the funds in a non-reverting donation fund until such time as the funds are spent on professional costs for the establishment of such regional water utility or are returned to the County, pursuant to the provisions herein.

(3) The Town agrees to diligently pursue and expeditiously construct the regional water utility. The parties agree that the Town shall have the regional water utility constructed by 2028. The County reserves the right to request that all or part of the funds be returned to the County in the

event construction of the water utility is unreasonably delayed or fails to begin.

(4) The parties agree that the County has no obligation to maintain or operate the water utility and assumes no liability or costs of operation after the water utility is constructed.

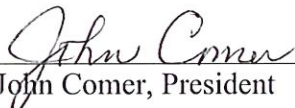
IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, on the day and year first above written.

Dated this 7th day of April, 2025.

Dated this _____ day of April, 2025.


BOARD OF COMMISSIONERS
WARREN COUNTY, INDIANA

TOWN OF PINE VILLAGE, INDIANA



John Comer, President

Rita Stringer, Council President



Clay Andrews

Megan Eberly, Member




Craig Greenwood

Kalli Miller, Member

ATTEST:

ATTEST:



Robin Weston-Hubner, Auditor

Nancy Kochell, Clerk-Treasurer

This Instrument Prepared by:
Ingrid J. Barce
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