## **GRINDER AGREEMENT**

This Agreement, executed Regional Waste District ("District	d this 24 day of January , 20 Chad Colip	, by and between Fall Creek (Customer).
WHEREAS, Customer de the Grinder Purchase and Replace amended from time to time ("Prog	sires to acquire a residential size grinder purment Program adopted by the District pursual gram"), and this Agreement.	np and/or grinder unit pursuant to nt to Ordinance 2018-2, as may be
NOW, THEREFORE, for the District and the Customer agree	good and valuable consideration, the receipt o ee as follows:	f which are acknowledged hereby,
1. Customer Address. Coproperty/connection where the Un	fustomer represents and warrants that it or Pump will be installed is:	the address of Customer's
	6210 S 425 W	Acct #: 13-60068.02
_	Pendleton, IN 46064	-
("Property"). The Pump/Unit obtused at the Property and in conne that utilizes a single residential-size	ained under this Agreement shall be installed ction with sewer service from the District, and we grinder unit.	d at the Property and may only be nd only for a Property/connection
2. Equipment. The District h	nas supplied to Customer (check one):	
A grinder un	it – model/id #	("Unit")
X A grinder pu	mp – model/id #_ Myers VS20-21-20	("Pump")
Customer has inspected the Unit/P performance by the District of any	rump, and acknowledges satisfactory receipt of District obligations under this Agreement or	of the same and full and complete the Program.
3. Payment. Customer shall	pay to District (check one):	
X One (1) lump-sum paymen of the Unit/Pump (including shipp upon execution of this Agreement.	t in the amount of $$ $ $ $ $ $ $ $ $ $ $ $ $ $ $ $ $ $ $$	hich represents the District's cost ately due and shall be paid in full
Twenty-four (24) monthly Customer's monthly bill, the sum and other related costs).	installments in the amount of \$ of which represents the District's cost of the	, which will be added to e Unit/Pump (including shipping
	shall pay a five percent (5%) installment add hich is immediately due and shall be paid	
installments immediately d	ails to make timely installment payments, the lue and payable and may recover any outstanfees and penalties. Partial payments may	ding installments from the owner

discretion, first to any penalties and delinquency fees, and second towards monthly rates or charges for sewer service and/or then to the payment of the Unit/Pump.

- 4. General Terms of Payments. Payments owed to the District by Customer pursuant to this Agreement, whether lump-sum or installment, and any other charges or late charges, shall be subject to all rights of the District related thereto, including, but not limited to the following: (a) shall constitute a lien against the lot, parcel of land, or building located at the Property; (b) shall be subject to the same payment deadlines, penalties (10%), and interest as other monthly user rates of the District as may be amended from time to time; (c) the District shall be entitled to recover its costs associated with collecting delinquent payments, other charges, and late charges, including, but not limited to, any and all attorneys' fees, court costs, and other expenses incurred by the District in the collection process; and (d) the District may disconnect Customer's service for failure to timely make payments, others charges, and late charges.
- 5. Acceptable Use. Customer agrees that all Units and Pumps acquired under the Program shall be used only for new or existing connections to the District's sewer system and within the District. Customer further agrees that any Unit or Pump obtained under the Program must be installed at the Property. All Units or Pumps obtained under the Program or installed within the District may be inspected for installation by District personnel.
- 6. Installation, Operation, and Maintenance Responsibilities. Customer and/or the property owner (or successor property owner) shall be responsible for the installation, operation, and maintenance of all Units and Pumps, and related equipment. Under no circumstances shall the District be responsible for either (a) the installation, operation, or maintenance of any Units, Pumps, or related facilities; or (b) the costs of the installation, operation, or maintenance of any Units, Pumps, or related facilities; or (c) any damages arising from the installation, operation, or maintenance of any Units, Pumps, or related facilities.
- 7. Return of Replaced Equipment. If Customer is acquiring a replacement Unit or Pump, Customer agrees to turn the Customer/Property's old Pump into the District within thirty (30) days of obtaining a new Unit or Pump for recycling or scrapping by the District.
- 8. Disclaimer of Warranties. THE CUSTOMERS, ANY CONTRACTORS, AND ANYONE ACQUIRING UNITS, PUMPS, OR EQUIPMENT (COLLECTIVELY, EQUIPMENT) OR SERVICES FROM THE DISTRICT AGREES AND UNDERSTANDS THAT HE/SHE/THEY/IT ACCEPT(S) SUCH EQUIPMENT AND SERVICES "AS-IS, WHERE-IS, AND WITH ALL FAULTS." THE DISTRICT AND ITS AGENTS MAKE NO WARRANTIES OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, OR ANY SERVICES OR MAINTENANCE PERFORMED BY THE DISTRICT WITH RESPECT TO THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OR REPRESENTATIONS AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL WARRANTIES ARE DISCLAIMED. ANY WARRANTIES RELATED TO THE PURCHASE OF ANY SUCH EQUIPMENT, GOODS, OR SERVICES SHALL BE SOLELY TO THE EXTENT PROVIDED BY THE ORIGINAL MANUFACTURER AND/OR PRIVATE CONTRACTOR HIRED BY THE CUSTOMER.
- 9. Ordinances, Rules, and Regulations. Ordinance 2018-2, as may be amended from time to time, is hereby incorporated herein by reference. The Customer shall further comply with all rules and regulations of the District concerning sewer discharge and service. The District shall have the right to enter onto the Property at all reasonable times to inspect, repair, and/or replace any equipment used in connection with, or which has an impact on, the District's sewer service. However, the District does not, in any way, have or assume any obligation to maintain any facilities on the Property or not owned by the District.

- 10. Violation and Penalties. Except where other penalties are specified by law (e.g., penalties for delinquent payments), any person, firm, or entity found to be violating any provision of this Agreement or of the Program, shall, in addition to any other rights and remedies available to the District, be subject to a civil penalty of \$200 per violation, each day of violation (and each separate connection) being deemed a separate violation. Anyone violating any provision of this Agreement or of the Program shall be responsible for reimbursing the District for its costs and attorney's fees in any action brought to enforce this Agreement or the provisions of the Program.
- 11. Severability of Provisions. The words, phrases, sections, and provisions of this Agreement are separable. In the event any one or more of the provisions contained in this Agreement should be held invalid or unenforceable in any respect, the remaining provisions herein shall not in any way be affected or impaired, and should remain in full force and effect.

IN WITNESS WHEREOF, the District and Customer have executed this Agreement as of the date first written above.

## FALL CREEK REGIONAL WASTE DISTRICT (the District)

**CUSTOMER** 

Signature: Policia Spenter	Signature:
Printed Name: Rebecca Hunter	Printed Name:

3563087

Receipt

FALL CREEK REGIONAL WASTE DISTRI 9378 S 650 W PO BOX 59 PENDLETON, IN 46064 765-778-7544

FALL CREEK REGIONAL WASTE DIST

Date: 01/24/2022

01:30:05 PM

CREDIT CARD SALE

MASTERCARD

CARD NUMBER:

\*\*\*\*\*\*\*\*7019 K

TOTAL AMOUNT:

\$2,027.65

APPROVAL CD:

841105

RECORD #:

000 Becca

CLERK ID: CUST CODE:

Grinder Pump

SALES TAX:

\$0.00

INVOICE #:

13-60068.02

Thank you for your payment!

Customer Copy

Unit : Adapter kit \$ 1895.00
Sales Tax \$ 132.05

## **Becca Hunter**

From:

Becca Hunter

Sent:

Monday, January 24, 2022 1:41 PM

To:

'chad.colip@gmail.com'

Subject:

FCRWD Grinder Agreement - Receipt

**Attachments:** 

Colip Grinder Agreement.pdf; Colip Grinder Receipt.pdf

Chad,

Attached, please find the grinder agreement and a receipt for full payment of a Myers VS replacement pump.

Thank you,

Becca Hunter

Becca Hunter Office Manager Fall Creek Regional Waste District 9378 S 650 W PO Box 59 Pendleton, IN 46064-0059

TEL: 765-778-7544 Fax: 765-778-7545

Email: bhunter@fcrwd.com

