

21-01854.00

FALL CREEK REGIONAL WASTE DISTRICT

4582

9378 S 650 WEST, P.O. BOX 59, PENDLETON, IN 46064

765-778-7544

AGREEMENT FOR SANITARY SEWER SERVICE

This Agreement made and entered into this 15<sup>th</sup> day of May, 2002, between FALL CREEK REGIONAL WASTE DISTRICT ("District") and Steve Vendell ("Applicant") regarding the provision of sanitary sewer service, and the assignment of capacity in, and connection to, the District's facilities for the premises located at 114 S. Meridian.

NOW THEREFORE, the parties, in consideration of the mutual promises set out in this Agreement, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. The Applicant agrees that all workmanship and materials shall conform to all District ordinances and the District's construction standards. District must accept and approve all work and materials before backfilling and final connection is made to the sewer mains. Any violation of this provision will cause all lines and appurtenances in violation to be removed and replaced at the Applicant's expense.

2. The District shall have the right to enter upon the Applicant's premises at all reasonable times to inspect, repair, or replace service with the District's service or which has an impact on said service.

3. The Applicant shall pay all user rates, capacity charges, and tap fees. The failure to pay any rate or charge against the property and/or the termination of service to the property, the cost of which shall be borne by the Applicant, including, but not limited to, all attorney's fees and collection costs.

4. The District shall not be liable for damages as a result of any failure to supply service unless said damages are due to default on the part of the District.

5. If there is an available sanitary sewer within three hundred (300) feet of the property line, the property owner shall be required to connect to the District's sanitary sewer system.

6. The Applicant and District agree that the provision of sanitary sewer service touches and concerns the property and the terms of this Agreement bind the District and Applicant and their heirs, executors, administrators, personal representatives, successors, agents, attorneys, assigns, designees, and transferees.

The parties hereto have read and fully understand the above provisions and agree to comply with said provisions.

FALL CREEK REGIONAL WASTE DISTRICT  
Jan E. Carey  
Signature

APPLICANT  
Steve Vendell  
Signature

STATE OF INDIANA )  
                                  ) SS:  
COUNTY OF MADISON)

SUBSCRIBED and sworn to before me this 15<sup>th</sup> day of May, 2002.

My Commission Expires:  
4-29-09

Signature Jan E. Carey  
Printed Jan E. Carey  
Notary Public  
Resident of Madison County

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INSPECTOR B DATE INSPECTED 5-15-02 APPROVED ✓ REJECTED \_\_\_\_\_

REASON FOR REJECTION \_\_\_\_\_

DATE REINSPECTED \_\_\_\_\_ APPROVED \_\_\_\_\_ REJECTED \_\_\_\_\_

NOTES:  
SIZE PIPE 6 TYPE PIPE PVC

BASEMENT YES \_\_\_\_\_ NO X

SUMP PUMP YES \_\_\_\_\_ NO X

DOWNSPOUT TO GROUND YES X NO \_\_\_\_\_

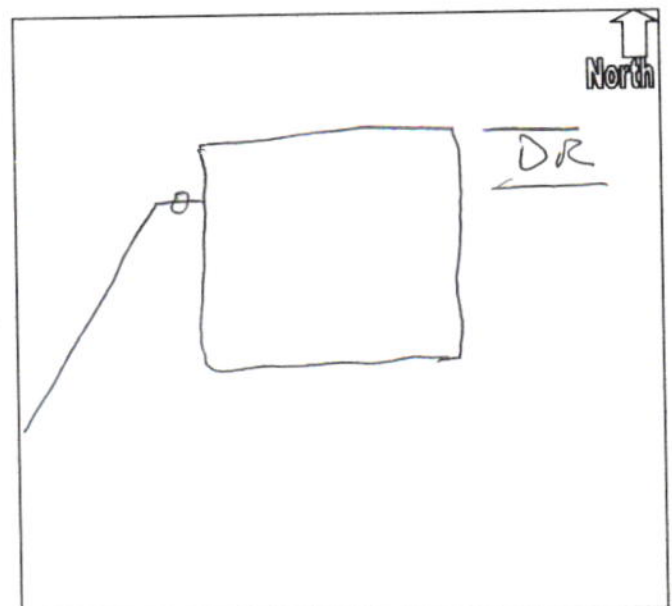
SEPTIC TANK PUMPED & FILLED YES \_\_\_\_\_ NO X

CONTRACTOR BL Brown

SPECIAL CONDITIONS \_\_\_\_\_

EXISTING HOME \_\_\_\_\_

NEW CONSTRUCTION X



VENDEL-WILSON VENTURES

600 E. BROADWAY  
FORTVILLE, IN 46040-1546

3550

Date 5-15-02

71-367/749  
06

Pay to the  
Order of

F.C. R. W. D.

\$ 2635<sup>00</sup>/<sub>100</sub>

TWO THOUSAND SIX HUNDRED THIRTY FIVE<sup>00</sup>/<sub>100</sub>

Dollars



Security features  
are included.  
Details on line

*gk*

GREENFIELD BANKING COMPANY  
FORTVILLE, IN 46040

For \_\_\_\_\_

*Stu Vendel*

MP

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MAROON SHEFFIELD W