

FALL CREEK REGIONAL WASTE DISTRICT

No 6383

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

765-778-7544

AGREEMENT FOR SANITARY SEWER SERVICE

16-50221/00

This Agreement made and entered into this 14th day of JANUARY, 2010, between FALL CREEK REGIONAL WASTE DISTRICT ("District") and CORONADO RIDGE ("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 HUNTZINGER FARMS LOT 13.

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 any equipment used in connection with the District's service or which has an impact on said service.
3. The Applicant shall be responsible for all monthly user rates, capacity charges, and tap fees. The failure to pay any rate charge or fee may result in a lien against the property and/or the termination of service to the property, the cost of which will be borne by Applicant, including, but not limited to, all attorney's fees and collection costs.
4. The District shall not be responsible for any damages as a result of any failure to supply service unless said damages are due to default, neglect or culpability 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
Rebecca F. McClintick
Signature

APPLICANT
[Signature]
Signature

STATE OF INDIANA)
) SS:
COUNTY OF MADISON)

SUBSCRIBED and sworn to before me this 14th day of JANUARY, 2010.

My Commission Expires: _____

Signature Rebecca F. McClintick

Printed _____

Notary Public
Resident of Madison County

INSPECTOR _____ DATE INSPECTED _____ APPROVED _____ REJECTED _____

REASON FOR REJECTION _____

DATE REINSPECTED _____ APPROVED _____ REJECTED _____

NOTES:
SIZE PIPE _____ TYPE PIPE _____

BASEMENT YES NO

SUMP PUMP YES NO

DOWNSPOUT TO GROUND YES NO

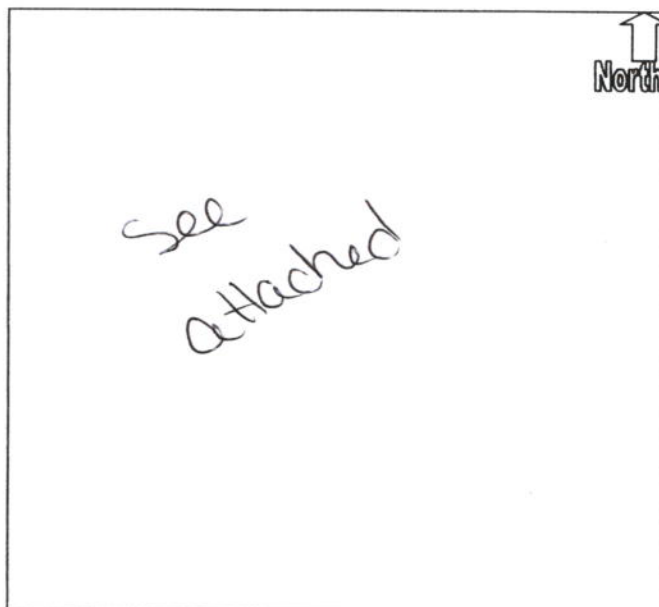
SEPTIC TANK PUMPED & FILLED YES NO

CONTRACTOR _____

SPECIAL CONDITIONS _____

EXISTING HOME _____

NEW CONSTRUCTION _____



BILLING DEPARTMENT HOURS

Monday – Friday 8:00 a.m. – 4:00 p.m.

PAYMENT OF SEWER BILLS

F.C.R.W.D. Administrative Office

Madison Community Bank

U.S. Postal Service

PENALTIES FOR LATE PAYMENT

If not paid by the due date, a 10% penalty will be added. Interest will accrue after 30 days at 1½% per month.

DISCONNECTION OF SERVICE FOR NON-PAYMENT

Occasionally, customers become delinquent in making payments. When this happens, we will offer the customer a Pay Agreement to allow the delinquent payments to be made over time. It is very important for customers who have a delinquent account to communicate with us and let us know when we can expect payment. On the rare occasions where a customer fails to pay and does not maintain a Pay Agreement:

F.C.R.W.D. can record a lien against the customers real property, foreclose on the recorded lien, and sell the property to satisfy the debt.

Additionally, we can discontinue sewer service from the customer's property by digging up the service line and plugging off the line.

Upon disconnection of the service, the Madison County Health Department will be notified of our actions and may condemn the property.

All costs incurred by F.C.R.W.D. in pursuing remedies will be charged to the occupant and/or homeowner of the property.

RECONNECTION CHARGES

Reconnection charges, after service is terminated, will be \$100.00 plus all other costs incurred to collect delinquent balance. This fee must be paid prior to reconnection.

RETURNED CHECK CHARGES

When a check is returned unpaid by the bank for any reason, the customer shall be assessed a bad check charge of \$20.00.

AFTER-HOUR EMERGENCIES

Problems which are discovered during normal business hours may be reported directly to our Administrative Office at (765)778-7544. After hours, a maintenance employee can be reached by voice pager at (765)641-9348. Just dial the number and at the sound of the beep, state your name and telephone number where you can be reached. Our maintenance employee will return your call at the first opportunity.

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9378 S 650 WEST, P.O. BOX 59, PENDLETON, IN 46064
765-778-7544

No 6383

COPY

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3. The Applicant agrees to pay the monthly user rates, capacity charges, and tap fees. The failure to pay any such charges shall constitute a lien against the property and/or the termination of service to the property, the cost of which shall be the responsibility of the Applicant, including, but not limited to, all attorney's fees and collection costs.

4. The District shall be responsible for any damages as a result of any failure to supply service unless said damages are caused by the inability on the part of the District.

5. If there is a sanitary sewer main within three hundred (300) feet of the property line, the Applicant shall connect to the District's sanitary sewer system.

6. The Applicant agrees 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
Rebecca F. McClintick
Signature

APPLICANT
[Signature]
Signature

STATE OF INDIANA)
COUNTY OF MADISON) SS:

SUBSCRIBED and sworn to before me this 14th day of JANUARY, 2010.

My Commission Expires:

Signature Rebecca F. McClintick

Printed _____

Notary Public
Resident of Madison County

INSPECTOR 74 DATE INSPECTED 3-16-12 APPROVED ✓ REJECTED _____

REASON FOR REJECTION _____

DATE REINSPECTED _____ APPROVED _____ REJECTED _____

NOTES:
SIZE PIPE 6" TYPE PIPE SOR35

BASEMENT YES NO

SUMP PUMP YES NO

DOWNSPOUT TO GROUND YES NO

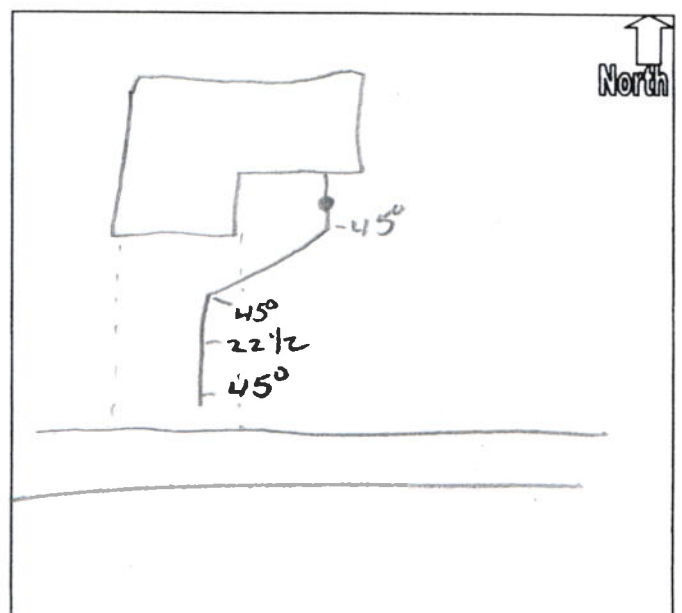
SEPTIC TANK PUMPED & FILLED YES NO

CONTRACTOR mann

SPECIAL CONDITIONS _____

EXISTING HOME _____

NEW CONSTRUCTION X



1903

21451

Fall Creek Regional Waste

1/13/10

Huntzinger Farms 13

3,370.00

Checking Account

3,370.00