Fall Creek Regional Waste District

#6420

9378 S 650 W, P.O. Box 59, Pendleton, IN 46064 765-778-7544 Agreement for Sanitary Sewer Service

This Agreement made and entered into this 5 day of 2011, between Fall Creek Regional Waste District ("District") and 2000 4000 4000 ("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 1012 are for the premises located at 101

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 ind/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 failue o 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 the sand concerns the property and the terms of this Agreement bind the District and their heirs, executors, administrators, personal representatives, successors, agents. The orneys, assigns, designees, and transferees.

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

) SS: Hamilton C	APPICANT Signature res November 20, 2015 sident of county, Indiana unter, Notary Public
SUBSCRIBED and sworn to before me this day of My Commission Expires: Signature	DIAMAND AL
FOR DEPOSIT ONLY FALL CREEK REGIONAL WASTE PENDLETON, INDIANA	Resident of Hern. Hon County
Inspector Tim Date Inspected $\frac{6/23}{11}$ Approve Reason for Rejecton Date Reinspected Approve	ed Rejected
Notes: Size Pipe <u>6</u> Type Pipe <u>SOR 35</u> Basement <u>Yes</u> <u>No</u> Sump Pump <u>Yes</u> <u>No</u> Downspout to Ground <u>Yes</u> <u>No</u> Septic Tank Pumped & Filled <u>Yes</u> <u>No</u> Contractor <u>Lee Wlawn</u> Special Conditions Existing Home New Construction <u>Ves</u>	C.O C.O

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Agreement for Sanitary Sewer Service

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

STATE OF INDIANA) SCOUNTY OF MADISON)	Commission Expires November 20, 2015 A Resident of Hamilton County, Indiana Rebecca Lynn Hunter, Notary Public
SUBSCRIBED and sworn to before me My Commission Expires:	e this 25 day of Mary, 2011 Signature Rebeach Rymalunter
FOR DEPOSIT ONLY Fall creek regional-waste Pendleton, Indiana	Printed Rebecca Rynn Aunter Notary Public Resident of Alcon. Hon County
Reason for Rejecton	Approved Rejected Approved Rejected
Size Pipe Type Pipe Basement <u>Yes No</u> Sump Pump <u>Yes No</u> Downspout to Ground <u>Yes No</u> Septic Tank Pumped & Filled <u>Yes No</u> Contractor Special Conditions Existing Home New Construction	

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P.O. BOX 647 WESTFIELD, IN 46074 PH. 317-867-4800			3/26/11
PAY TO THE Fall Creek Regional Waste			\$ **3,370.00
Three Thousand Three Hundred Seventy and 00/100*	***********	******	DOLLARS
Fall Creek Regional Waste P.O. Box 59 Pendleton, IN 46064-0059			INA
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