Fall Creek Regional Waste District

#6775

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 $\frac{16^{\text{th}}}{16^{\text{th}}}$ day of <u>NOVEMBER</u>, 20<u>18</u>, between Fall Creek Regional Waste District ("District") and <u>SCOTT 4 STEPHANIE STORBAK</u> (Rapplicant") 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

Street Address:	216	N.	HUSTON ST.	.)	N (JALLS
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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:

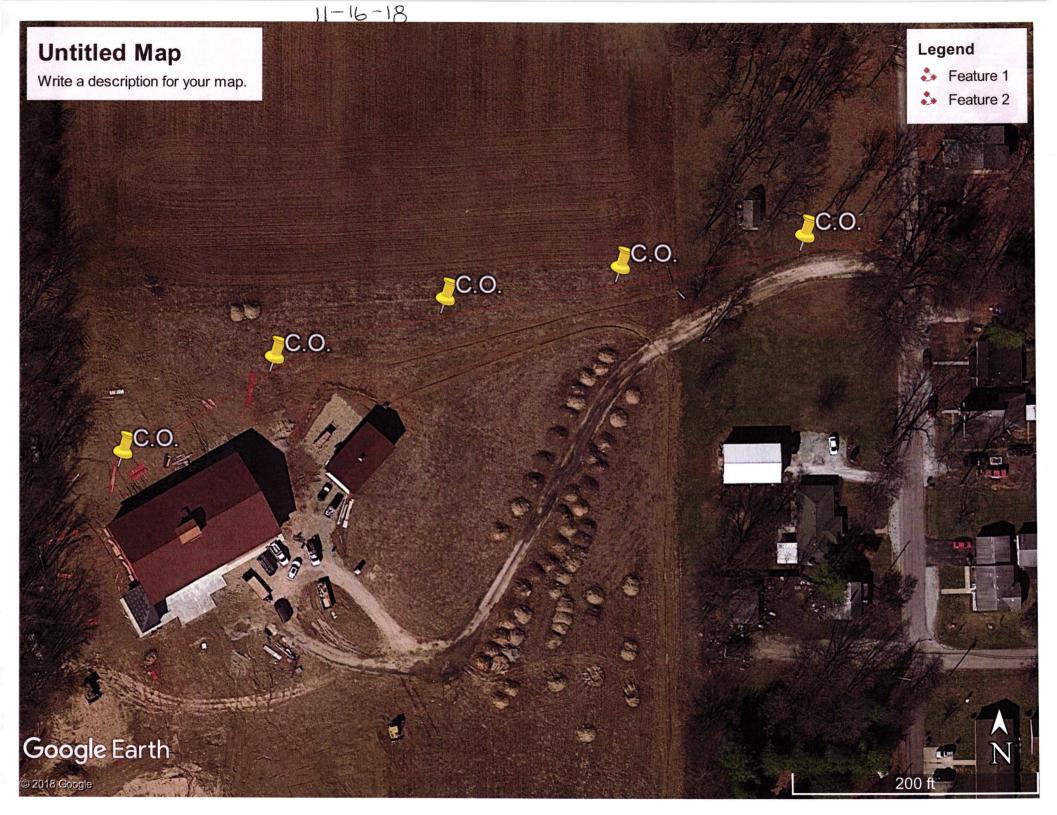
- 1. The Applicant agrees that all workmanship and materials shall conform to all District ordinances and the District's construction standards. District must accept and approve all work and materials before backfilling and final connection is made to the sewer mains. Any violation of this provision 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.
- The District shall not be responsible for any damages as a result of any failure to supply service 4. 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.
- 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 Trevecca f. McClintuc	ARPLICANT Study all
Signature	Signature
STATE OF INDIANA)) SS:	
COUNTY OF MADISON)	
SUBSCRIBED and sworn to before me this $\frac{1}{2}$	6th day of NOVEHBER, 20 18
My Commission Expires: OFFICIAL SEAL REBECCA A. McCLINTICK NOTARY PUBLIC-STATE OF INDIANA MADISON COUNTY MY COMM. EXPIRES MAY 18, 2024	Signature_ <u><i>Relytica f. Millintukl</i></u> Printed Notary Public Resident of County
*********	**********
Inspector Tim Date Inspected 11-16-18 Reason for Rejecton	
Date Reinspected Notes:	Approved Rejected
Size Pipe 6'' Type Pipe SD R 35 Basement Yes No Sump Pump Yes No Downspout to Ground Yes No Septic Tank Pumped & Filled Yes No Contractor SE(F Special Conditions Existing Home New Construction	North SEE Picture

5 pictures attached

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STEPHANIE STUDEBAKER SCOTT STUDEBAKER 317-485-5874 10024 S 750 W FORTVILLE, IN 46040	Nav 16, 18 Date	12156 20-7387/2740
Pay to the FCRUD Order of FCRUD Fuelo hundled	Delucities of co 100 - Dollars	10,00
Financial Conter Financial Center First Credit Union PO Box 26501, Indianapolis, IN 46226 For Tay fee for 216 N f	ston Suppoint Stor	Deposite Detailer

AGREEMENT FOR PAYMENT OF CAPACITY FEES IN MONTHLY INSTALLMENTS

THIS AGREEMENT, made and entered into this 1/2 day of

<u>MOVEM ber</u>, 20<u>18</u>, is between FALL CREEK REGIONAL WASTE DISTRICT ("District") and <u>Stephonie Studebocker</u> ("Applicant") and is regarding the provision of sanitary sewer service, and the assignment of capacity in, and connection to, the District's facilities for the property located at <u>JOIS N-HUSTON INGULS, THE</u> 46048 ("Property").

WHEREAS, the District operates a wastewater collection and treatment system; and

WHEREAS, the District requires payment of the appropriate capacity fee from all customers connecting to its system; and

WHEREAS, the District desires to grant the Applicant the option to pay the applicable capacity fee in equal monthly installments for a period of 12 months; and

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

- 1. The Applicant will connect to the District's sewer system within ninety (90) days of receiving notice that the District's system is within three hundred (300) feet of the Property
- 2. The Applicant will pay the applicable capacity fee in the amount of $\frac{280000}{12}$ in <u>12</u> monthly installments which will be added to the Applicant's monthly service bill.
- 3. The Applicant agrees to pay an additional five percent (5%) fee to cover the cost of administering this payment plan. $\frac{2800}{capacity}$ capacity fee + $\frac{140.00}{capacity}$ administrative fee = $\frac{2940.00}{capacity}$
- 4. The Applicant shall pay a total of \$<u>045-00</u> per month for <u>12</u> months which only includes the monthly payment for the five percent (5%) administrative fee and capacity fee. The Applicant is also responsible for the monthly service fee and any other fees duly enacted by the District.
- 5. All other fees, including, but not limited to, the tap fees and monthly service fees, must be timely paid by the Applicant.
- 6. In the event the Applicant defaults in the performance or observance of any of the terms, conditions, or obligations contained in this Agreement, the District shall be entitled to recover a ten percent (10%) penalty on the unpaid balance, interest at eighteen percent (18%), and all attorneys' fees and costs incurred in connection with enforcing this Agreement, including the cost of any and all litigation, post-judgement proceedings, and appeals.
- 7. In the event the Applicant sells or transfers the Property, the remaining balance on this Agreement shall become immediately due and owing.
- 8. This instrument contains and embodies the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and supersedes all prior agreements and understandings, oral or written, between them, relating to the subject matter of this Agreement. No modification or waiver of the terms and conditions contained herein shall be of any force and effect unless such modification or waiver shall be in writing and signed by the parties.
- 9. Attached hereto as <u>Exhibit A</u> is the legal description for the Property and the parties hereby agree that this Agreement touches and concerns the land and shall be binding upon the Applicant's successors and assigns.

FALL CREEK REGIONAL WASTE
DISTRICT
DISTRICT By: Cichal Sawyer
U

lts:

STATE OF INDIANA)
) SS:

COUNTY OF Madisun)

WITNESS my hand and Notarial Seal this 16 day of November 2018

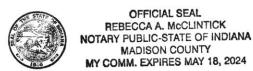
Relacca f. Millitia

Notary Public

(Printed Signature)

My Commission Expires:

My County of Residence:



)) SS:

_)

APPLICANT: Stiphanio, Studilados

STATE OF INDIANA

COUNTY OF _____

Before me, a Notary Public in and for said County and State, personally appeared STEPHANIE STUDEBAKER, who acknowledged the execution of the foregoing "Agreement for Payment of Capacity Fees in Monthly Installments" as his voluntary act or deed.

WITNESS my hand and Notarial Seal this 16th day of NOUE MBER, 2018

REBECCA A. McCLINTICK

NOTARY PUBLIC-STATE OF INDIANA MADISON COUNTY MY COMM. EXPIRES MAY 18, 2024

revicca f. Militich

Notary Public

OFFICIAL SEAL (Printed Signature)

My Commission Expires:

My County of Residence:

This Instrument prepared by J. Christopher Janak, Attorney at Law, Bose McKinney & Evans LLP, 135 North Pennsylvania Street, Suite 2700, Indianapolis, Indiana 46204. 334278