

Fall Creek Regional Waste District  
9378 S 650 W, P.O. Box 59, Pendleton, IN 46064  
765-778-7544

#8410

Agreement for Sanitary Sewer Service

BP Gas Station

This Agreement made and entered into this 9 day of May, 2024 between Fall Creek Regional Waste District ("District") and G.O. Investments LLC ("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 \_\_\_\_\_.

Street Address: 227 N. Swain St. Ingalls IN 46048

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  
Rachel Sawyer  
Signature

APPLICANT  
[Signature]  
Signature

STATE OF INDIANA     )  
                                      ) SS:  
COUNTY OF MADISON )

SUBSCRIBED and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

My Commission Expires:

Signature \_\_\_\_\_

Printed \_\_\_\_\_

Notary Public  
Resident of \_\_\_\_\_ County

\*\*\*\*\*

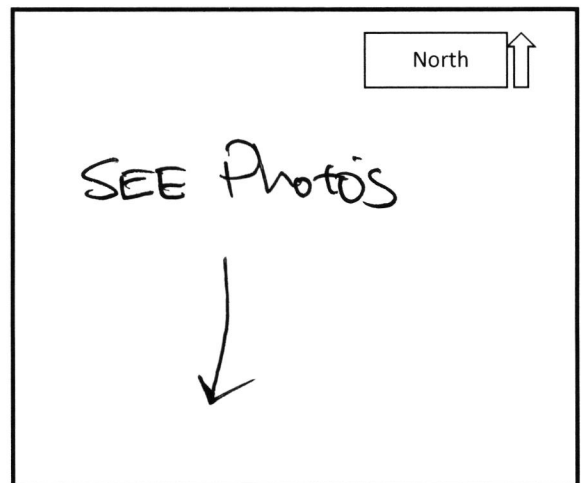
Inspector Tim Date Inspected 10-10-23 Approved ☒ Rejected \_\_\_\_\_

Reason for Rejection \_\_\_\_\_

Date Reinspected \_\_\_\_\_ Approved \_\_\_\_\_ Rejected \_\_\_\_\_

Notes:

Size Pipe 6" Type Pipe SDR35  
Basement Yes ☐ No ☒  
Sump Pump Yes ☐ No ☒  
Downspout to Ground Yes ☒ No ☐  
Septic Tank Pumped & Filled Yes ☐ No NA  
Contractor MIKE ANDERSON  
Special Conditions \_\_\_\_\_  
Existing Home ☒  
New Construction \_\_\_\_\_



Valid Money Order includes: 1. Heat sensitive, red Eagle logo AND 2. "Secure Document" visible on the other side when held at an angle or rubbed with coin.  
NOT VALID OVER \$500.00  
MOBILE DEPOSIT PROHIBITED  
75-355  
912



P.O. Box 788 • SULPHUR SPRINGS, TX 75484-0788  
To verify for cashing please call 888-702-2323

To Validate: Touch the Eagle logo, then watch it fade and reappear. Agent not obligated to cash money order

05/10/2024

SM 4326731352  
MONEY ORDER NUMBER

PAY TO THE  
ORDER OF:  
PAGAR A LA  
ORDEN DE:

FCR WD

IMPORTANT - SEE BACK BEFORE CASHING

PURCHASER, SIGNER FOR DRAWER / COMPRADOR, FIRMA DEL LIBRADOR

ADDRESS:

DIRECCION:

Payable Through  
NORTH AMERICAN BANKING COMPANY  
MINNESOTA

ISSUER/DRAWER  
FIDELITY EXPRESS

PAY EXACTLY

4326731352  
TWENTY-SIX \*CENTS  
DOLLARS 67 CENTS  
4326731352  
Trace: 67124899

1:09 12035571:9704326731352

\$56.67 - first installment payment

\$70.00 - 5th admin fee

\$3400.00 capacity

wd math agreement

1st payment & admin fee due-paid 5-10-24



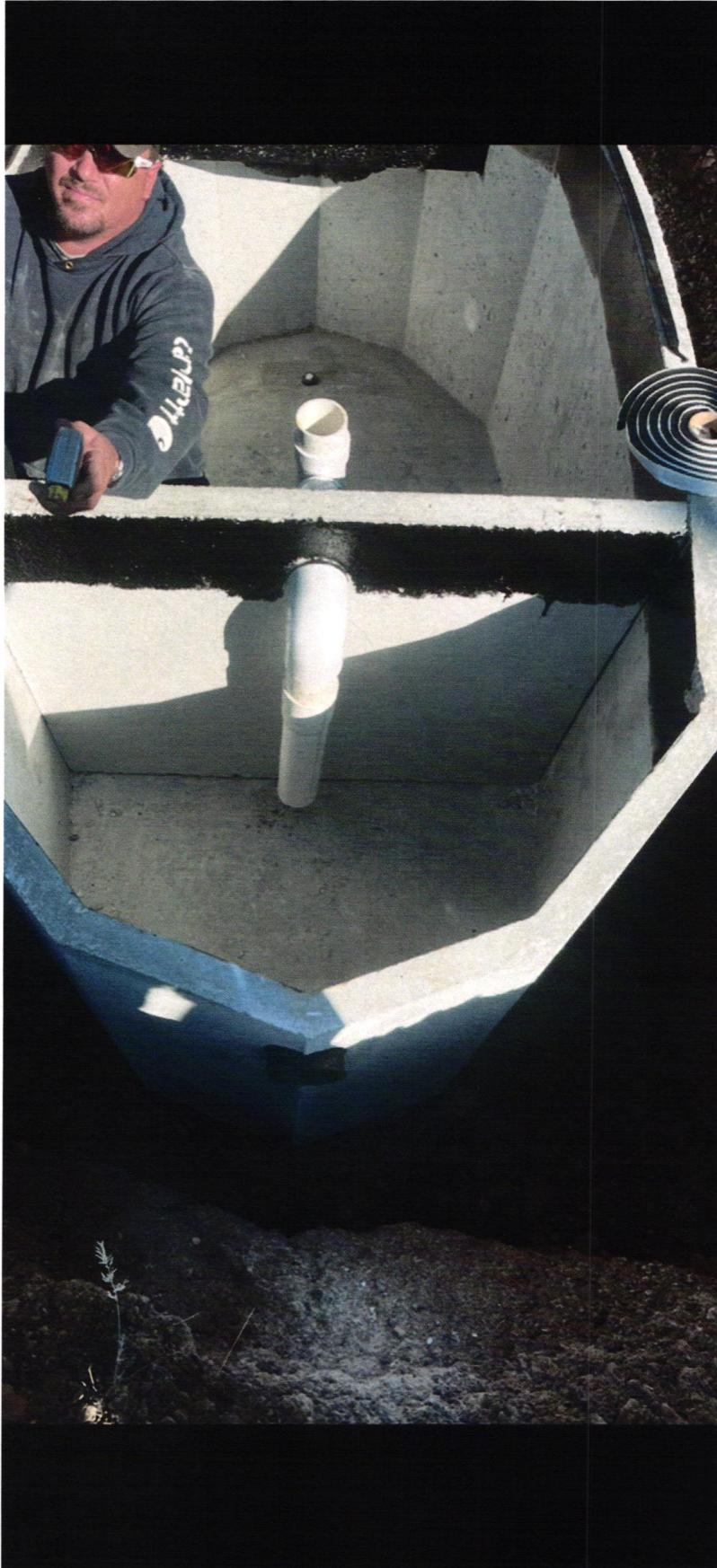




















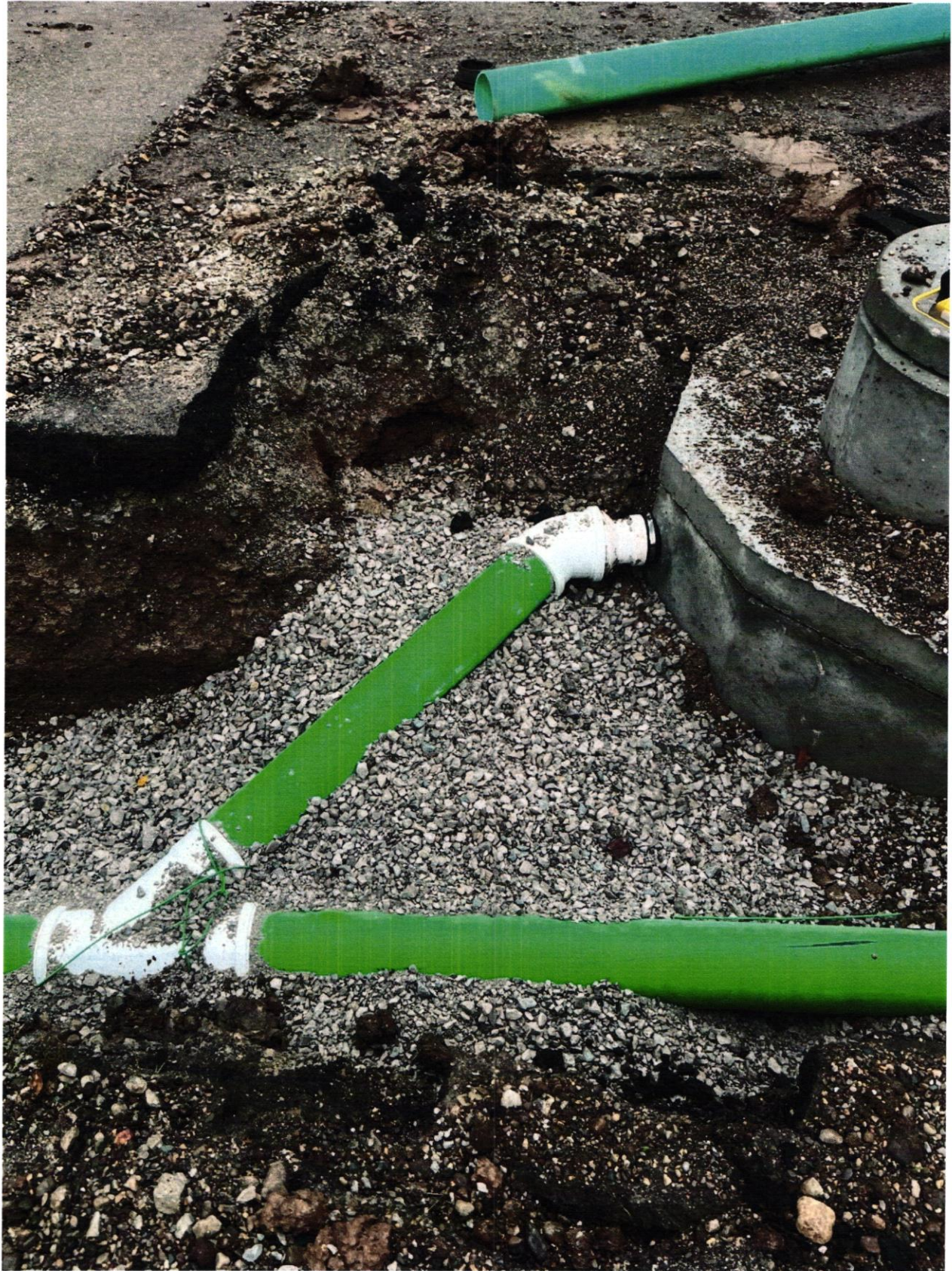








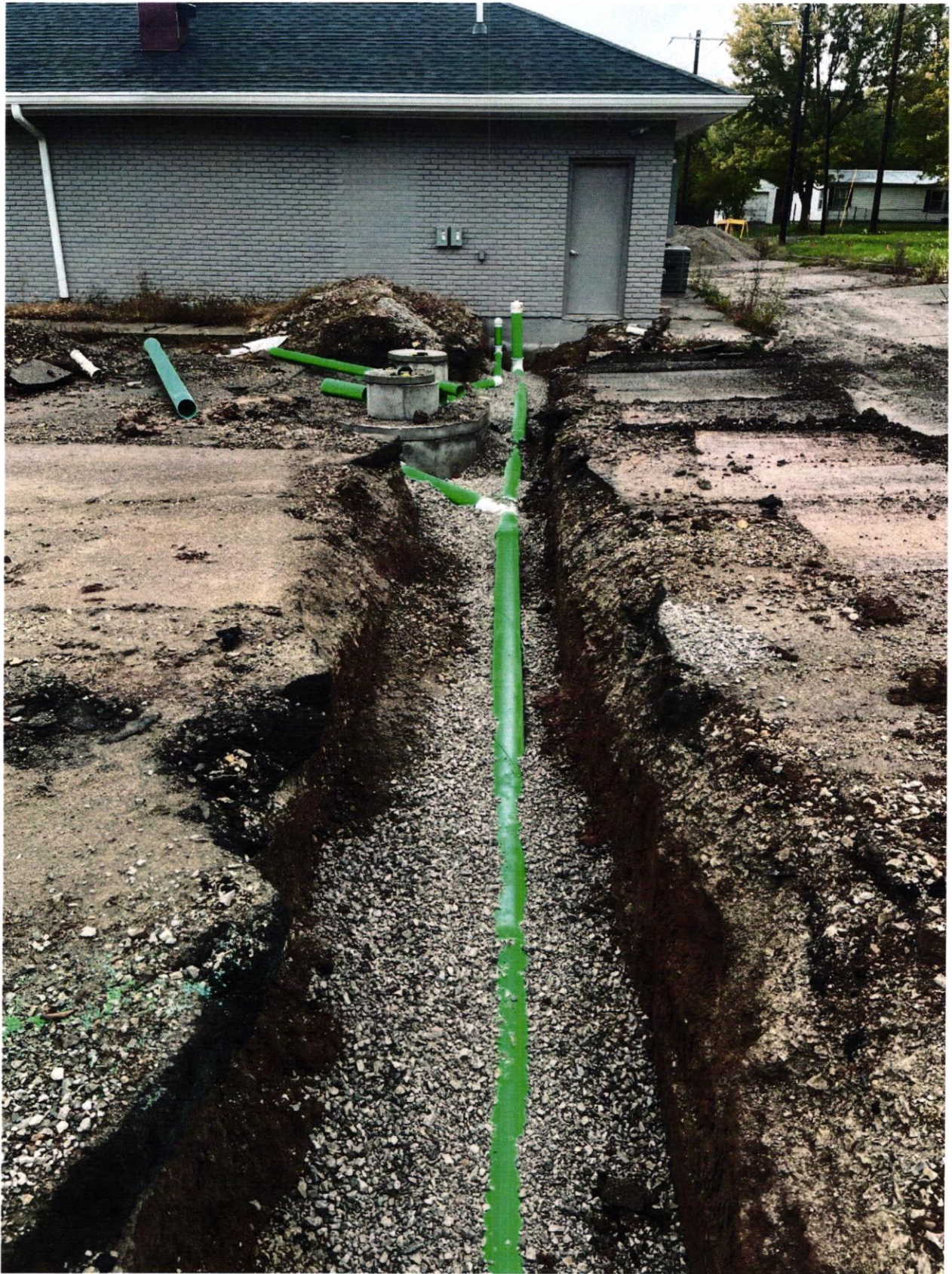














For purposes of this Agreement, an event of force majeure means a strike, vandalism, power failure, pipe failure or breakage, lockout, labor dispute, embargo, flood, earthquake, storm, dust storm, lightning, fire, epidemic, act of God or nature, war, national emergency, civil disturbance, riot, act of sabotage or terrorism, restraint by court order or order of another governmental authority, or any other uncontrollable events. The District shall further not be responsible for any indirect, special, incidental, or consequential damages.

Section 1.10. Recovery of Attorneys' Fees. The District is entitled to recover its costs including, but not limited to, reasonable attorneys' fees and court costs in any action brought to enforce the terms of this Agreement.

## **ARTICLE II**

### **RIGHTS AND RESPONSIBILITIES OF THE DEVELOPER**

Section 2.1. Cost of Installation and Facilities. The Developer shall be responsible for paying the cost of and installing any and all facilities that are necessary for the provision of sewer service to the Property, including the Sewage Facilities. No floor drains shall be connected, either directly or indirectly, into the District's sewer system, and the Developer shall ensure that the Property does not discharge (and is prohibited from discharging) equipment or operation wash-down, food processing by-products, or other industrial materials or by-products, and any other non-residential strength sewage into the District's system. When required by the District at any time, the Developer shall also install grease traps that are in accordance with the District's specifications. The Developer shall further take any other measures the District determines now or in the future to be appropriate to test or measure the Property's sewage or prevent excessive strength effluent from entering into the District's wastewater collection system, including but not limited to installing pretreatment facilities. Upon request of the District, the Developer shall provide the District with all water usage and water billing data for the Property. The District shall also have the authority to require the Developer to install flow meters to ensure accurate usage readings.

Section 2.2. Payment of Rates and Charges. The Developer shall be responsible for the timely payment of the District's rates and charges. The Developer shall pay to the District the prevailing tap and capacity fees for the Property, which are currently Seven Hundred Sixty Dollars (\$760) (per tap) and Three Thousand Four Hundred Dollars (\$3,400) (per EDU), respectively. For purposes of this Agreement, the District understands, based upon the Developer's representations, that the anticipated EDUs for the Property will be two (2) EDUs; however, the Developer will receive a credit of one (1) EDU due to the Property's prior connection and use. Accordingly, the Developer owes initial capacity fees (for one (1) EDU) in the amount of Three Thousand Four Hundred Dollars (\$3,400). No new tap fees are required at this time, as it is anticipated that the Property's existing tap will be used by the Developer.



The Developer will pay the initial capacity fees over sixty (60) monthly installments in the amount of Fifty-Six Dollars and Sixty-Seven Cents (\$56.67) per month. The first installment, along with the five percent (5%) installment administration fee in the amount of One Hundred Seventy Dollars (\$170), shall be due upon execution of this Agreement, with the remaining installments automatically billed by the District as a part of its regular monthly billing cycle. Late or delinquent installment payments will incur the District's standard late fees and penalties. In the event the Developer fails to make timely installment payments, the District may terminate this Agreement, accelerate the installment payments and require the full amount to be due immediately, and recover any outstanding installments from the Developer in addition to applicable fees and penalties. Installment payments may be applied in the District's discretion, first to any penalties and fees, and second toward the allocation of capacity to the Property.

The Developer will pay additional tap and capacity fees at the then-prevailing rate if the Developer and/or any future owner/tenant adds additional taps and/or modifies, expands, or changes its use of the Property so as to discharge more sewage into the District's system, or the District otherwise determines that the Developer or Property is utilizing more capacity than was anticipated for purposes of this Agreement (See also Section 1.6). Nothing contained herein shall prevent the District from prospectively adjusting its rates and charges as allowed under Indiana law.

Section 2.3. Plans and Specifications for Sewage Facilities. Prior to initiating construction of any applicable Sewage Facilities, the Developer must provide the District with plans and specifications of the Sewage Facilities for review and approval or rejection. Once the District approves the plans for the proposed Sewage Facilities, the Developer shall install the Sewage Facilities in accordance with the District's construction specifications and pay the cost of any modifications or revisions that are required to any existing District facilities. The Developer shall pay the District's cost (including engineering costs) the District incurs for reviewing the Developer's plans for the Sewage Facilities, inspecting the installation of the Sewage Facilities, and any expenses associated with the requisite testing (as required in Section 2.4 below). The Developer will also be responsible for obtaining all easements, permits, approvals, and consents required for the construction of the Sewage Facilities and/or any future sewage disposal facilities required by the Property.

Section 2.4. Testing and As-Built Drawings. The Developer will test any applicable Sewage Facilities as required by the District's standards and remedy any deficiencies as required by the District. Upon completion of the testing (and remediation of all deficiencies), the Developer will provide the District with two (2) copies of as built drawings at a scale of 1" = 50', and a copy of electronic CAD files and other digital record drawing submittals in the form and format required by the District, showing the location of all Sewage Facilities and taps. The District further reserves the right to test the Sewage Facilities at any time to verify compliance with this Agreement.