8-17946.00 r Nº 5338

## FALL CREEK REGIONAL WASTE DISTRICT

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 21th day of 12015t, 200 t, between FAL REGIONAL WASTE DISTRICT ("District") and 11th by MC College ("College")	L CREEK
REGIONAL WASTE DISTRICT ("District") and The by Mc College ("	Applicant")
regarding the provision of sanitary sewer service, and the assignment of capacity in, and connection to the D facilities for the premises located at $4273$ $0005$	histrict's
NOW THE DEVODE the parties in consideration of the mutual promises set out in this Agreement	

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.

	•
<ol> <li>If there is an available sanitary sewer within three property owner shall be required to connect to the District's san</li> </ol>	e hundred (300) feet of the property line, the nitary sewer system.
<ol> <li>The Applicant and District agree that the provision concerns the property and the terms of this Agreement bind the administrators, personal representatives, successors, agents, att</li> </ol>	District and Applicant and their heirs, executors,
The parties hereto have read and fully understand the said provisions.  FALL CREEK REGIONAL WASTE DISTRICT	above provisions and agree to comply with
Signature	Signature
STATE OF INDIANA ) ) SS:	,
COUNTY OF MADISON )	
SUBSCRIBED and sworn to before me this 2th day	of lugest, 200
My Commission Expires: Signature	liesa & Section
Printed _	1818SUR HUTTON
	Notary Public Resident of Madison County
********************	**********
INSPECTOR_S// DATE INSPECTED 9/30/04	APPROVED REJECTED_
REASON FOR REJECTION	
DATE REINSPECTED	APPROVED REJECTED
NOTES: SIZE PIPE 4"// 1/2 TYPE PIPE SOR35	6ro Illeria
BASEMENT YES 80	
SUMP PUMP YES (NO)	
DOWNSPOUT TO GROUND YES NO	
SEPTIC TANK PUMPED & FILLED TES NO NO	
CONTRACTOR Stry Fredricks	171 <sup>5</sup>
SPECIAL CONDITIONS	
· · · · · · · · · · · · · · · · · · ·	
EXISTING HOME	TAR CEASO
EXISTING HOME NEW CONSTRUCTION	TAR GEOD

Total Control Account\*

KIRBY A MCCROCKLIN 4273 W 600TH S PENDLETON IN 46064-9545

Date 8-30-04

0101 62-15/311 2196

Pay to the C. P.W.

Check not valid for less than \$250 PNCBattk, Delaware

Memo

7200 llars 1 Schillide