

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

#6739

Agreement for Sanitary Sewer Service

This Agreement made and entered into this 13 day of March, 2018, between Fall Creek Regional Waste District ("District") and _____ ("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 _____ 5002 S SR 67.

Street Address: IMI SR 67 Pendleton

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

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 3/13/18 Approved ✓ Rejected _____

Reason for Rejection _____

Date Reinspected _____ Approved _____ Rejected _____

Notes:

Size Pipe 3" Type Pipe SDR21

Basement Yes _____ No _____

Sump Pump Yes _____ No _____

Downspout to Ground Yes _____ No _____

Septic Tank Pumped & Filled Yes _____ No _____

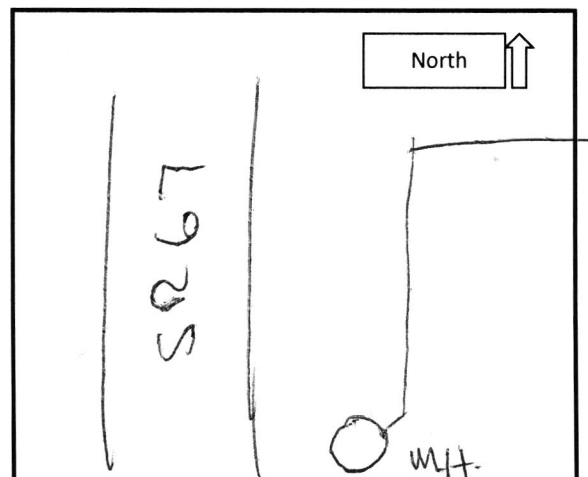
Contractor Pritchett

Special Conditions _____

Existing Home _____

New Construction ✓

Installed F.M. for the
Future



Untitled Map

Write a description for your map.

Legend

- Feature 1
- New Scales
- Parking



~~DEATH~~ DUSTIN
~~DEATH~~ KERNEL
1-765-524-3660

IMI grinder @ skate houses

Tim McDurdy



IMI grinder @ seale houses

Tim McCreary



IMI Grindler Scale Houses

Tim Meloroy



COPY



THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS



General Office
8032 N. State Road 9
Greenfield, Indiana 46140-9097

Fifth Third Bank
(Northern KY)

73-27
421

NO. 1095572

CHECK DATE	CHECK NUMBER	CHECK AMOUNT
13-MAR-2019	1095572	*****8,970.00

PAY : Eight Thousand Nine Hundred Seventy Dollars And Zero Cents*****

TO THE
ORDER OF

FALL CREEK REGIONAL WASTE DISTRICT
9378 S 650 W
PENDLETON IN 46064



AUTHORIZED SIGNATURES

Teresa Hutton

From: Unger, Steve <sunger@boselaw.com>
Sent: Thursday, March 14, 2019 9:48 AM
To: Teresa Hutton
Subject: FW: Fall Creek Regional Waste District - Sewer Agreement

FYI – here's their address

Stephen C. Unger
Bose McKinney & Evans LLP
111 Monument Circle | Suite 2700 | Indianapolis, Indiana 46204
SUnger@boselaw.com | P 317-684-5465 | F 317-223-0465

IMI
(Irving materials)

Assistant Contact | Lisa A. Bood | LBood@boselaw.com | P 317-684-5176 | F 317-223-0176

Bose McKinney & Evans LLP is a member of Mackrell International, a network of independent law firms from more than sixty countries and thirty states.

From: Doug Layman [mailto:doug.layman@irvmat.com]
Sent: Thursday, March 14, 2019 8:21 AM
To: Unger, Steve
Subject: Re: Fall Creek Regional Waste District - Sewer Agreement

The address is 5002 State Road 67 Anderson, IN 46013. We have a email address for the billing, I will get that to you later today.

On Wed, Mar 13, 2019, 2:57 PM Unger, Steve <sunger@boselaw.com> wrote:

Thanks Doug. One question – what is the property address for the site? The District needs it for setting up the account. Thanks,

Steve

Stephen C. Unger
Bose McKinney & Evans LLP
111 Monument Circle | Suite 2700 | Indianapolis, Indiana 46204
SUnger@boselaw.com | P 317-684-5465 | F 317-223-0465

Assistant Contact | Lisa A. Bood | LBood@boselaw.com | P 317-684-5176 | F 317-223-0176

Bose McKinney & Evans LLP is a member of Mackrell International, a network of independent law firms from more than sixty countries and thirty states.

From: Doug Layman [mailto:doug.layman@irvmat.com]
Sent: Wednesday, March 13, 2019 2:36 PM
To: Unger, Steve
Cc: Teresa Hutton (thutton@fcrwd.com)
Subject: Re: Fall Creek Regional Waste District - Sewer Agreement

Steve, I just dropped off the signed and notarized contract with a check. I hope you have everything you need for the meeting on the 21st.

Thank you, Doug

On Mon, Mar 11, 2019, 2:09 PM Unger, Steve <sunger@boselaw.com> wrote:

Doug –

Per our meeting last week at the District's office, attached is a Sanitary Sewer Service Agreement. As we discussed, using 3 EDUs, the tap and capacity fee total is \$8,970 (See Section 2.2). If acceptable, you'll need to attach a legal description, insert the acreage in Recital A, and have it executed and notarized. We'll need the executed agreement and the payment back before the March 21st Board meeting (assuming you want this agreement to be on the agenda for that meeting).

Let me know if you have any questions.

Steve

Stephen C. Unger
Bose McKinney & Evans LLP
111 Monument Circle | Suite 2700 | Indianapolis, Indiana 46204
SUnger@boselaw.com | P 317-684-5465 | F 317-223-0465

Assistant Contact | Lisa A. Bood | LBood@boselaw.com | P 317-684-5176 | F 317-223-0176

Bose McKinney & Evans LLP is a member of Mackrell International, a network of independent law firms from more than sixty countries and thirty states.

This message and any attachments may contain legally privileged or confidential information, and are intended only for the individual or entity identified above as the addressee. If you are not the addressee, or if this message has been addressed to you in error, you are not authorized to read, copy, or distribute this message and any attachments, and we ask that you please delete this message and attachments (including all copies) and notify the sender. Delivery of this message and any attachments to any person other than the intended recipient(s) is not intended in any way to waive confidentiality or a privilege. All personal messages express views only of the individual sender, and may not be copied or distributed without this statement.