

Dead end. M.H.

400-8

AV

11-32

10 to 10 1/2 inch gauge

10 1/2 inch

10/20/2020

FALL CREEK REGIONAL WASTE DISTRI  
9378 S 650 W  
PO BOX 59  
PENDLETON, IN 46064  
765-778-7544

FALL CREEK REGIONAL WASTE DIST  
0005560008022120839000

Date: 10/20/2020 09:24:42 AM

CREDIT CARD SALE

VISA

CARD NUMBER: \*\*\*\*\*6211 K

TOTAL AMOUNT: \$1,000.00

APPROVAL CD: 455422

ECI:

RECORD #: 000

CLERK ID: Rachel

CUST CODE: GRINDER

SALES TAX: \$0.00

INVOICE #: 1

X

BRETT IMMEL

I AGREE TO PAY THE ABOVE TOTAL AMOUNT  
ACCORDING TO THE CARD ISSUER AGREEMENT  
(MERCHANT AGREEMENT IF CREDIT VOUCHER)

Thank you for your business!

Merchant Copy

\$700.00 tap  
Remaining towards  
240. Grinder

Rec# 011409

**GRINDER AGREEMENT**

This Agreement, executed this 9 day of March, 2020, by and between Fall Creek Regional Waste District ("District") and Brett Lammel (Customer).

WHEREAS, Customer desires to acquire a residential size grinder pump and/or grinder unit pursuant to the Grinder Purchase and Replacement Program adopted by the District pursuant to Ordinance 2018-2, as may be amended from time to time ("Program"), and this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which are acknowledged hereby, the District and the Customer agree as follows:

**1. Customer Address.** Customer represents and warrants that the address of Customer's property/connection where the Unit or Pump will be installed is:

5467 S. 50 W.  
Anderson, IN 46013

("Property"). The Pump/Unit obtained under this Agreement shall be installed at the Property and may only be used at the Property and in connection with sewer service from the District, and only for a Property/connection that utilizes a single residential-size grinder unit.

**2. Equipment.** The District has supplied to Customer (check one):

☒ A grinder unit – model/id # Myers VS20-21 ("Unit")

☐ A grinder pump – model/id # \_\_\_\_\_ ("Pump")

Customer has inspected the Unit/Pump, and acknowledges satisfactory receipt of the same and full and complete performance by the District of any District obligations under this Agreement or the Program.

**3. Payment.** Customer shall pay to District (check one):

☐ One (1) lump-sum payment in the amount of \$ \_\_\_\_\_, which represents the District's cost of the Unit/Pump (including shipping and other related costs), and is immediately due and shall be paid in full upon execution of this Agreement.

☒ Twenty-four (24) monthly installments in the amount of \$ 156.07, which will be added to Customer's monthly bill, the sum of which represents the District's cost of the Unit/Pump (including shipping and other related costs).

In addition, the Customer shall pay a five percent (5%) installment administration fee in the amount of \$ 178.37, which is immediately due and shall be paid in full upon execution of this Agreement.

Total \$ 3,745.75

In the event the Customer fails to make timely installment payments, the District may declare all remaining installments immediately due and payable and may recover any outstanding installments from the owner in addition to applicable fees and penalties. Partial payments may be applied in the District's sole

Customer paid

\$240.00 towards

grinder unit 10.20.2020

discretion, first to any penalties and delinquency fees, and second towards monthly rates or charges for sewer service and/or then to the payment of the Unit/Pump.

**4. General Terms of Payments.** Payments owed to the District by Customer pursuant to this Agreement, whether lump-sum or installment, and any other charges or late charges, shall be subject to all rights of the District related thereto, including, but not limited to the following: (a) shall constitute a lien against the lot, parcel of land, or building located at the Property; (b) shall be subject to the same payment deadlines, penalties (10%), and interest as other monthly user rates of the District as may be amended from time to time; (c) the District shall be entitled to recover its costs associated with collecting delinquent payments, other charges, and late charges, including, but not limited to, any and all attorneys' fees, court costs, and other expenses incurred by the District in the collection process; and (d) the District may disconnect Customer's service for failure to timely make payments, others charges, and late charges.

**5. Acceptable Use.** Customer agrees that all Units and Pumps acquired under the Program shall be used only for new or existing connections to the District's sewer system and within the District. Customer further agrees that any Unit or Pump obtained under the Program must be installed at the Property. All Units or Pumps obtained under the Program or installed within the District may be inspected for installation by District personnel.

**6. Installation, Operation, and Maintenance Responsibilities.** Customer and/or the property owner (or successor property owner) shall be responsible for the installation, operation, and maintenance of all Units and Pumps, and related equipment. Under no circumstances shall the District be responsible for either (a) the installation, operation, or maintenance of any Units, Pumps, or related facilities; or (b) the costs of the installation, operation, or maintenance of any Units, Pumps, or related facilities; or (c) any damages arising from the installation, operation, or maintenance of any Units, Pumps, or related facilities.

**7. Return of Replaced Equipment.** If Customer is acquiring a replacement Unit or Pump, Customer agrees to turn the Customer/Property's old Pump into the District within thirty (30) days of obtaining a new Unit or Pump for recycling or scrapping by the District.

**8. Disclaimer of Warranties.** THE CUSTOMERS, ANY CONTRACTORS, AND ANYONE ACQUIRING UNITS, PUMPS, OR EQUIPMENT (COLLECTIVELY, EQUIPMENT) OR SERVICES FROM THE DISTRICT AGREES AND UNDERSTANDS THAT HE/SHE/THEY/IT ACCEPT(S) SUCH EQUIPMENT AND SERVICES "AS-IS, WHERE-IS, AND WITH ALL FAULTS." THE DISTRICT AND ITS AGENTS MAKE NO WARRANTIES OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, OR ANY SERVICES OR MAINTENANCE PERFORMED BY THE DISTRICT WITH RESPECT TO THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OR REPRESENTATIONS AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL WARRANTIES ARE DISCLAIMED. ANY WARRANTIES RELATED TO THE PURCHASE OF ANY SUCH EQUIPMENT, GOODS, OR SERVICES SHALL BE SOLELY TO THE EXTENT PROVIDED BY THE ORIGINAL MANUFACTURER AND/OR PRIVATE CONTRACTOR HIRED BY THE CUSTOMER.

**9. Ordinances, Rules, and Regulations.** Ordinance 2018-2, as may be amended from time to time, is hereby incorporated herein by reference. The Customer shall further comply with all rules and regulations of the District concerning sewer discharge and service. The District shall have the right to enter onto the Property at all reasonable times to inspect, repair, and/or replace any equipment used in connection with, or which has an impact on, the District's sewer service. However, the District does not, in any way, have or assume any obligation to maintain any facilities on the Property or not owned by the District.

**10. Violation and Penalties.** Except where other penalties are specified by law (e.g., penalties for delinquent payments), any person, firm, or entity found to be violating any provision of this Agreement or of the Program, shall, in addition to any other rights and remedies available to the District, be subject to a civil penalty of \$200 per violation, each day of violation (and each separate connection) being deemed a separate violation. Anyone violating any provision of this Agreement or of the Program shall be responsible for reimbursing the District for its costs and attorney's fees in any action brought to enforce this Agreement or the provisions of the Program.

**11. Severability of Provisions.** The words, phrases, sections, and provisions of this Agreement are separable. In the event any one or more of the provisions contained in this Agreement should be held invalid or unenforceable in any respect, the remaining provisions herein shall not in any way be affected or impaired, and should remain in full force and effect.

IN WITNESS WHEREOF, the District and Customer have executed this Agreement as of the date first written above.

**FALL CREEK REGIONAL WASTE  
DISTRICT (the District)**

Signature: Rachel Sawyer

Printed Name: Rachel Sawyer

**CUSTOMER**

Signature: Brett Imme

Printed Name: Brett Imme

10/20/2020

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PO BOX 59  
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Thank you for your business!

Customer Copy

\$760.00 - Tap  
\$240.00 - Grinder  
Tax : \$233.38  
Unit : 56.62



## AGREEMENT FOR PAYMENT OF CAPACITY FEES IN MONTHLY INSTALLMENTS

THIS AGREEMENT, made and entered into this 20 day of Oct., 2020, is between FALL CREEK REGIONAL WASTE DISTRICT ("District") and Brett Immel ("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 5467 S. 80 W. Anderson ("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 36 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 \$ 3400 in 36 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. \$ 3400 capacity fee + \$ 170.00 administrative fee = \$ 3570.00
4. The Applicant shall pay a total of \$ 99.17 per month for 36 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 Exhibit A 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

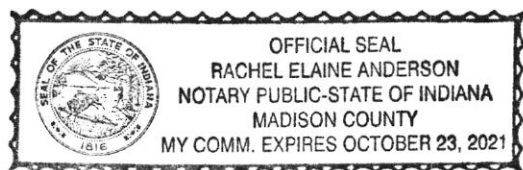
By: Rachel E. Anderson

Its: Rachel E. Anderson

STATE OF INDIANA )  
 ) SS:  
COUNTY OF Madison )

Before me, a Notary Public in and for said County and State, personally appeared  
Brett Emmel, by me known and by me known to be the  
Rachel E. Anderson of Fall Creek Regional Waste District, who acknowledged  
the execution of the foregoing "Agreement for Payment of Capacity Fees in Monthly  
Installments" on behalf of Fall Creek Regional Waste District.

WITNESS my hand and Notarial Seal this 20 day of Oct 2020



Rachel E. Anderson  
Notary Public  
Rachel E. Anderson  
(Printed Signature)

My Commission Expires:

My County of Residence:

APPLICANT:  
Brett A. Emmel  
Brett A. Emmel

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County and State, personally appeared  
\_\_\_\_\_, 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 \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Printed Signature)

My Commission Expires:

My County of Residence:

W. C. HARRIS  
JAN 28 1905  
MILWAUKEE  
WISCONSIN  
RECEIVED  
B. C. HARRIS  
JAN 28 1905  
MILWAUKEE  
WISCONSIN

CUSTOMER SIGNED PAY AGREEMENTS FOR GRINDER 3/9/2020 & RECEIVED GRINDER UNIT LATER THAT MONTH.

CUSTOMER WAS INFORMED IN OCTOBER 2020 THAT HE NEEDED TO PAY HIS TAP & CAPACITY FEES BEFORE HE COULD START THE CONNECTION PROCESS.

CUSTOMER CAME IN 10/20/2020 AND PAID \$1000.00 (\$760.00 FOR TAP FEE & \$240.00 TOWARDS GRINDER AGREEMENT). HE SIGNED A CAPACITY FEE AGREEMENT AT THAT TIME AND WAS INFORMED THAT HE NEEDED TO CONTACT OUR OFFICE WHEN HE MADE THE CONNECTION.

TIM MCCURDY HAS GONE TO THE PROPERTY EVERY YEAR TO DETERMINE IF CONNECTION HAS BEEN MADE SINCE JAN 2021, HE HAS BEEN INFORMED EACH TIME THAT CONNECTION WAS NOT MADE. IN DEC 2023, HE WAS INFORMED THE LINE AND GRINDER HAD BEEN INSTALLED BUT THE FINAL CONNECTION TO THE HOUSE WAS NOT MADE. IN JAN 2024 HE WAS INFORMED OF THE SAME THING. WHEN HE CHECKED ON THE STATUS FEB 2025, HE WAS INFORMED THE FINAL CONNECTION WAS MADE WITHIN THE LAST YEAR BUT THE OWNER IS NOT LIVING AT THE PROPERTY. MR. MCCURDY INFORMED THE OWNER 2/25/2025 THAT THE ACCOUNT WOULD BE ADDED TO BILLING REGARDLESS OF THE OWNER NOT LIVING AT THE PROPERTY AS CONNECTION WAS MADE, FLOW IS ABLE TO COME TO THE PLANT AND THERE ARE PAY AGREEMENTS FOR FEES OWED.

WILL ADD ACCOUNT TO BILLING AS OF APRIL 2025 WITH SERVICE DATES 2/16-3/16/2025.