22-27600.00 contractor-Byrum Blars FALL CREEK REGIONAL WASTE DISTRICT add order on file 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  $28^{th}$  day of  $400^{th}$ ,  $200^{1}$ , between FALL CREEK REGIONAL WASTE DISTRICT ("District") and <u>Charles</u> ("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  $6376^{th}$  ( $376^{th}$ ) (376

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.

01

The parties hereto have read and fully understand the above provisions and agree to comply with said provisions.

FALL CREEK REGIONAL WASTE DISTRIC	T APPLICANT (hunch
Signature	Signature
STATE OF INDIANA ) ) SS:	
COUNTY OF MADISON)	
SUBSCRIBED and sworn to before me	e this 28th day of June, 2001.
My Commission Expires: 4-29-2009	Signature Jan E. Carey Printed Jan E. Carey
	Notary Public Resident of Madison County



Mar 200 M

01100-220

4107 JUNE 28, 2x BATE 20-6/740 308	CHARLES R. CHURCH, JR. 8-91 BARBARA J. CHURCH PH 778-8194 101 E FALCON RUN PENDLETON, IN 46064	
00/100 DOLLARS I BEEN	PAY TO THE FERMS ORDER OF FERMS FOR FOR FOR FORMAL FORMA PAY TO THE FERMS FOR FOR FOR FORMAL FOR	
763# 4107	1:074000651: 002195763#	



j	UNTRECEDISTRICT 4454
FALL CREEK REGIONA	
9378 S 650 WEST, P.O. BOX 5	
765-778- AGREEMENT FOR SANIT	ARY SEWER SERVICE ON YILE
This Agreement made and entered into this 28 <sup>th</sup> day REGIONAL WASTE DISTRICT ("District") and <u>Charle</u> provision of sanitary sewer service, and the assignment of capac premises located at <u>6376</u> <u>S</u> . <u>Phenoant</u> .	city in and connection to the District's facilities for the
NOW THEREFORE, the parties, in consideration of and sufficiency of which is hereby acknowledged, agree as follo	the mutual promises set out in this Agreement, the receipt
1. The Applicant agrees that all workmanship and m the District's construction standards. District must accept and a connection is made to the sewer mains. Any violation of this pu to be removed and replaced at the Applicant's expense.	rovision will cause all lir murtenances in violation
2. The District shall have the right to enter upon the inspect, repair, or replace any equipment used in connection wi service.	Applicant's premise th the District's ser Bens in
3. The Applicant shall be responsible for all monthly The failure to pay any rate charge or fee may result in a lien ag property, the cost of which will be borne by Applicant, including	ainst the property and the
4. The District shall not be responsible for any dama unless said damages are due to default, neglect or culpability on	
5. If there is an available sanitary sewer within three property owner shall be required to connect to the District's san	
6. The Applicant and District agree that the provisio concerns the property and the terms of this Agreement bind the administrators, personal representatives, successors, agents, atte	District and Applicant and their heirs, executors,
The parties hereto have read and fully understand the a said provisions.	above provisions and agree to comply with
Can E. Carey	ignature Church
STATE OF INDIANA ) ) SS: COUNTY OF MADISON )	
SUBSCRIBED and sworn to before me this 28th day	of June 200/
My Commission Expires: Signature	0.00
Printed	Jan E. Carey Totary Public
	esident of Madison County
INSPECTOR Steve DATE INSPECTED 7-3-0/	APPROVED REJECTED
REASON FOR REJECTION	
DATE REINSPECTED	APPROVED REJECTED
NOTES: U TYPE PIPE SOR 26	North
BASEMENT YES NO	$\square$
SUMP PUMP YES NO	
DOWNSPOUT TO GROUND YES NO	mt mt
SEPTIC TANK PUMPED & FILLED YES NO NA	45
CONTRACTOR Blian Brown	6376
SPECIAL CONDITIONS	S. Phensond Oco
EXISTING HOME	
NEW CONSTRUCTION	berry