

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

#6436

Agreement for Sanitary Sewer Service

Bill & Barb Childers

This Agreement made and entered into this 14 day of October, 2011, between Fall Creek Regional Waste District ("District") and Bill & Barb Childers ("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 HHE Lot 7 (Section 1)

6436 Woodchuck Dr
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

Rebecca Hunter
Signature

APPLICANT

William R. Childers
Signature

STATE OF INDIANA)

) SS:

COUNTY OF MADISON)

SUBSCRIBED and sworn to before me this 14 day of October, 2011

My Commission Expires:



Commission Expires November 20, 2015
A Resident of
Hamilton County, Indiana
Rebecca Lynn Hunter, Notary Public

Signature

Printed

Rebecca Lynn Hunter
Rebecca Lynn Hunter
Notary Public
Resident of Hamilton County

Inspector DM Date Inspected 12-8-11 Approved ✓ Rejected _____

Reason for Rejection _____

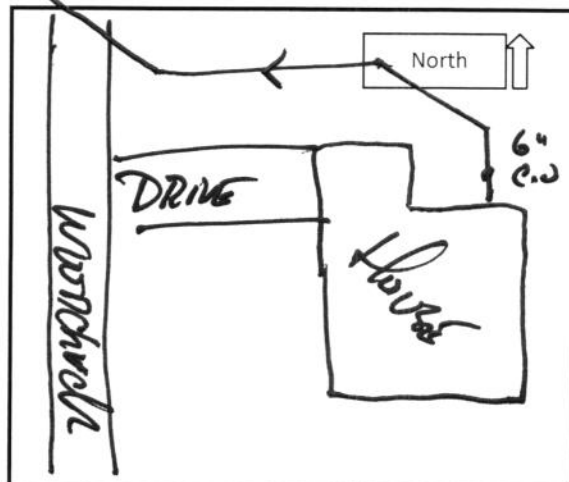
Date Reinspected _____ Approved _____ Rejected _____

Notes:

Size Pipe 6" Type Pipe PVC 35Basement Yes _____ No ✓Sump Pump Yes _____ No ✓Downspout to Ground Yes _____ No ✓Septic Tank Pumped & Filled Yes _____ No ✓Contractor Kathie / Dickey

Special Conditions _____



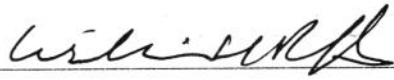
Existing Home _____

New Construction ✓

Commission Expires November 20, 2012
A Seal of
Hamilton County, Ohio
Robert Lynn Thomas, Mayor



COPY

RIFFEY BUILDERS INC. 5205 S. 525W PENDLETON, IN 46064-9174		71-553/749 7903383	1098
		DATE	10/14/2011
PAY TO THE ORDER OF	FCRWD		\$ 475 ⁰⁰
FOUR HUNDRED & SEVENTY-FIVE ⁰⁰ / ₁₀₀		DOLLARS	
 Madison Community Bank		 Security Features Included. Details on Back.	
MEMO	LOT 7 TWP FEE		 MP
⑆074905539⑆ 790 338 3⑈ 1098			