

22-23440.00

FALL CREEK REGIONAL WASTE DISTRICT
9378 S 650 WEST, P.O. BOX 59, PENDLETON, IN 46064
765-778-7544

No 5294

AGREEMENT FOR SANITARY SEWER SERVICE

This Agreement made and entered into this 16th day of July, 2004, between FALL CREEK REGIONAL WASTE DISTRICT ("District") and Vernon Wheeler ("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 6858 S 50 West, 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
Deborah L. Wilson
Signature

APPLICANT
Vernon Wheeler
Signature

STATE OF INDIANA)
) SS:
COUNTY OF MADISON)

SUBSCRIBED and sworn to before me this 16th day of July, 2004.

My Commission Expires:
2-20-2008

Signature Deborah L. Wilson
Printed Deborah L. Wilson
Notary Public
Resident of Madison County

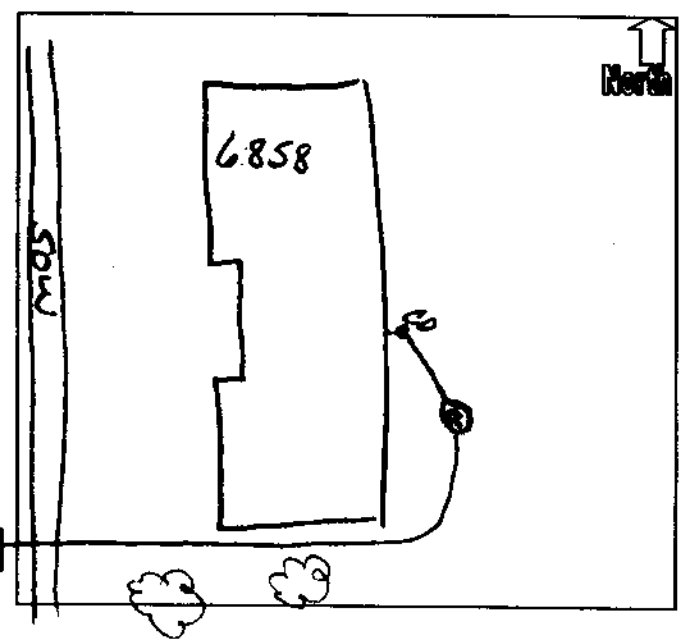
INSPECTOR SIV DATE INSPECTED 8/16/04 APPROVED ✓ REJECTED _____

REASON FOR REJECTION _____

DATE REINSPECTED _____ APPROVED _____ REJECTED _____

NOTES: 4"
SIZE PIPE 1 1/2 TYPE PIPE 35
1160

BASEMENT YES NO
SUMP PUMP YES NO
DOWNSPOUT TO GROUND YES NO
SEPTIC TANK PUMPED & FILLED YES YES NO
CONTRACTOR MC Curdy
SPECIAL CONDITIONS _____
EXISTING HOME ✓
NEW CONSTRUCTION _____



REBECCA M. WHEELER 09/84
6858 S 50 WEST PH. 765-778-1688
PENDLETON, IN 46064

2417

20-6/740 300

7/16/04 DATE

PAY
TO THE
ORDER
OF

FCRWD

\$ 2024.72

Two Thousand twenty four 72/100

DOLLARS



Security
Features
Details on
Back

National City.

National City Bank of Indiana
Anderson, Indiana

FOR

Hook up fees & grinder

Rebecca Wheeler

⑆074000065⑆

2417

© HARLAND BANK

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.

Unit \$2938.00

Tax \$205.66

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

X One (1) lump-sum payment in the amount of \$ 3,143.66, 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.

Thirty-Six (36) monthly installments in the amount of \$ _____, 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 \$ _____, which is immediately due and shall be paid in full upon execution of this Agreement.

Total:

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 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. Transfer of Property. The Customer shall notify the District prior to any transfer of the Property. The District may require that the Customer pay any outstanding installment payments, fees, charges, and penalties in full prior to transfer of the Property. Nothing herein shall relieve a successor in title from its obligation to pay outstanding installment fees, charges, and penalties.

12. Successors in Title. The parties agree that the District's service and provisions of this Agreement touch and concern the land and this Agreement shall be binding upon and inure to the benefit of the parties hereto, as well as their successors in title, and shall run with the land. The District may record this Agreement in the chain of title for the Property.

13. 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.

[Signatures Follow on Next Page]

CUSTOMER

Signature:

Mike Gaskill

Printed Name:

Mike Gaskill

Phone Number:

(765) 778-8923

STATE OF INDIANA)

)SS:

COUNTY OF Madison)

Before me, a Notary Public in and for said County and State, personally appeared Mike Gaskill, and acknowledged the execution of the foregoing "Grinder Agreement" as his/her voluntary act and deed.

WITNESS my hand and Notarial Seal this 17 day of July, 2024.

Rachel Lawyer
Notary Public

Rachel Lawyer
(Printed Signature)



My County of Residence: Madison

FALL CREEK REGIONAL WASTE
DISTRICT
(the District)

Signature: Rachel Lawyer
Printed Name: Rachel Lawyer
Title: Administrative Assist.

STATE OF INDIANA)
)SS:
COUNTY OF MADISON)

Before me, a Notary Public in and for said County and State, personally appeared RACHEL LAWYER, who acknowledged the execution of the foregoing "Grinder Agreement" on behalf of the Fall Creek Regional Waste District.

WITNESS my hand and Notarial Seal this 17th day of JULY, 2024.

Rebecca A. McClintick
Notary Public

REBECCA A. MCCLINTICK
(Printed Signature)

My Commission Expires

11.8.29



OFFICIAL SEAL
REBECCA A. MCCLINTICK
COMMISSION NUMBER 1176024
NOTARY PUBLIC-STATE OF INDIANA
MADISON COUNTY
MY COMM EXPIRES NOV 8, 2029
My County of Residence: MADISON

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Stephen C. Unger

This instrument prepared by Stephen C. Unger, Attorney at Law, Bose McKinney & Evans LLP, 111 Monument Circle, Suite 2700, Indianapolis, Indiana 46204.

3563087

MY COM. EXPIRES NOV. 15, 2010
MADISON COUNTY
NOTARY PUBLIC-STATE OF MISSISSIPPI
COMMISSION NUMBER 1008888888
REBECCA A. MCCOY
OFFICIAL SEAL



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

FALL CREEK REGIONAL WASTE DIST

Date: 07/17/2024 08:09:29 AM

CREDIT CARD SALE

VISA
CARD NUMBER: *****4833 K

TOTAL AMOUNT: \$3,143.66

APPROVAL CD: 707190
RECORD #: 000
CLERK ID: Rachel
CUST CODE: FLAT
SALES TAX: \$0.00
INVOICE #: 222344004

Thank you for your payment!

Customer Copy

Receipt # 012788

Unit \$ 2938.00

Tax \$ 205.66