

COPY

FALL CREEK REGIONAL WASTE DISTRICT

No 6410

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 29 day of December, 2010, between FALL CREEK REGIONAL WASTE DISTRICT ("District") and Stephen Capua ("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 6893 Fall Creek DR, 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
Signature Rebecca Hunter

APPLICANT
Signature Stephen M. Capua

STATE OF INDIANA )
) SS:
COUNTY OF MADISON )

SUBSCRIBED and sworn to before me this 29 day of December, 2010.

My Commission Expires:

Signature Rebecca Lynn Hunter



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

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

INSPECTOR Tim DATE INSPECTED 5-1-11 APPROVED REJECTED

REASON FOR REJECTION

DATE REINSPECTED APPROVED REJECTED Connection Pit

NOTES:
SIZE PIPE 4" 1/2 TYPE PIPE SDR35/class 160

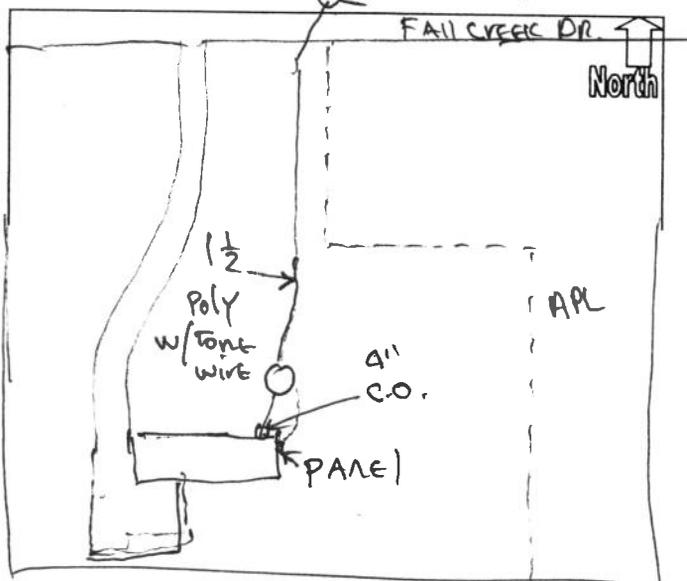
BASEMENT YES NO

SUMP PUMP YES NO

Down Spouts Yes to the Ground.

Contractor Red Bud (Tom Davis)

NEW Construction YES.



COPY

STEPHEN M CAPUA 12-06  
SHEILA M CAPUA  
PH. 765-778-1629  
5509 W REFORMATORY RD.  
FORTVILLE, IN 46040-9223

20-6  
740 308

383

DATE 12-29-10

PAY TO THE  
ORDER OF

F.C.R.W.D

\$ 570.00

Five hundred and Seventy and 00/100

DOLLARS  Insured  
Details on Back.

National City.

MEMO

Tap Fee

*[Signature]* MP

⑆074000065⑆

⑆119402787⑆

0383

27-00540.00

# FALL CREEK REGIONAL WASTE DISTRICT

No 6407

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 20 day of October, 2010, between FALL CREEK REGIONAL WASTE DISTRICT ("District") and Stephen Capua ("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 6893 W ~~Wendell Drive~~, Pendleton, Indiana  
Fall Creek Drive

**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  
[Signature]  
Signature

APPLICANT  
\_\_\_\_\_  
Signature

STATE OF INDIANA )  
                                  ) SS:  
COUNTY OF MADISON )

SUBSCRIBED and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_.

My Commission Expires: \_\_\_\_\_

Signature \_\_\_\_\_

Printed \_\_\_\_\_

Notary Public  
Resident of Madison County

\*\*\*\*\*  
INSPECTOR Tim DATE INSPECTED 3-7-11 APPROVED  REJECTED \_\_\_\_\_

REASON FOR REJECTION \_\_\_\_\_

DATE REINSPECTED \_\_\_\_\_ APPROVED \_\_\_\_\_ REJECTED \_\_\_\_\_

NOTES:  
SIZE PIPE 4" 1/2" TYPE PIPE SOR35/class 160

BASEMENT YES  NO

SUMP PUMP YES  NO

DOWNSPOUT TO GROUND YES  NO

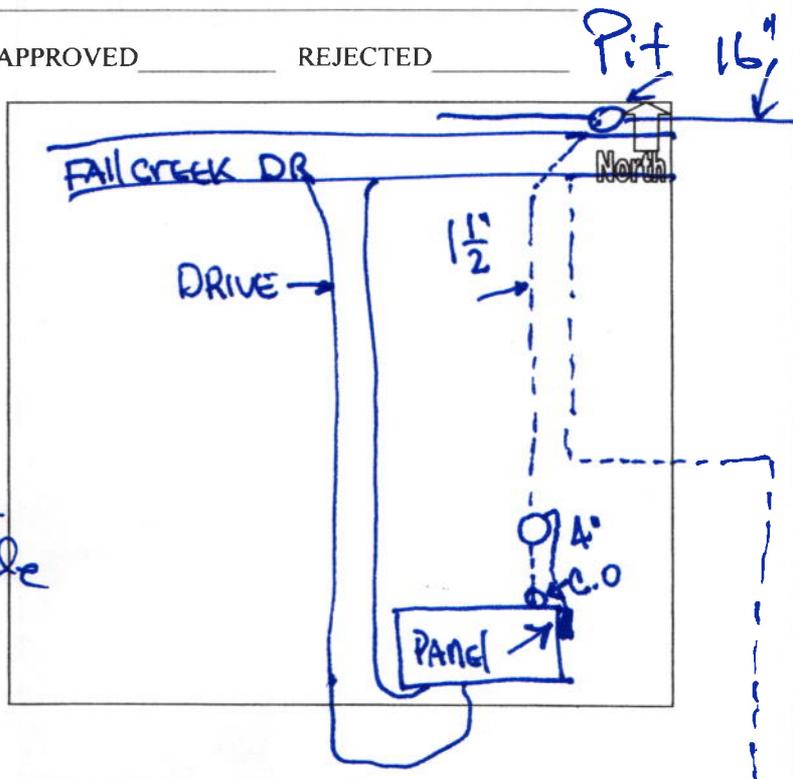
SEPTIC TANK PUMPED & FILLED YES  NO

CONTRACTOR Red/Bud - Tom Davis

SPECIAL CONDITIONS Used a 4" Riser on Pit To bring up to Grade

EXISTING HOME \_\_\_\_\_

NEW CONSTRUCTION





STEPHEN M CAPUA 12-06  
SHEILA M CAPUA  
PH. 765-778-1629  
5509 W REFORMATORY RD.  
FORTVILLE, IN 46040-9223

20-8 308  
740

382

DATE 10-20-10

PAY TO THE  
ORDER OF

F. C.R. W/D

\$ 1660.64

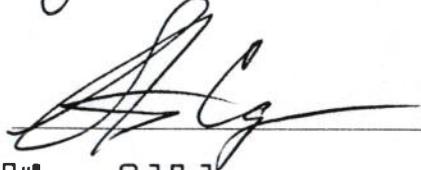
One thousand six hundred sixty and 64/100

DOLLARS  Security Features  
Included.  
Details on Back.

**National City.**

MEMO

Grider



MP

⑆074000065⑆

119402787⑈

0382

COPY

Receipt #  
9848

Tap fee \$570.00 paid 12.29.10 # 383 Receipt #  
signed pay agreement 12.29.10 for Cap fee 9868