

FALL CREEK REGIONAL WASTE DISTRICT

No 6304

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 13 day of March, 2008, between FALL CREEK REGIONAL WASTE DISTRICT ("District") and Scott & Carolyn Riggs ("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 7220 S 25 E.

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

APPLICANT

Signature

STATE OF INDIANA)

) SS:

COUNTY OF MADISON)

SUBSCRIBED and sworn to before me this 13 day of March, 2008.

My Commission Expires:

Commission Expires November 20, 2015

A Resident of

Hamilton County, Indiana

Rebecca Lynn Hunter, Notary Public

Signature

Printed

Notary Public

Resident of Madison County

INSPECTOR

DATE INSPECTED

10/12/08

APPROVED

REJECTED

REASON FOR REJECTION

DATE REINSPECTED

APPROVED

REJECTED

NOTES:

SIZE PIPE

4" 35

TYPE PIPE

1 1/2 DR9

BASEMENT YES

NO

SUMP PUMP YES

NO

DOWNSPOUT TO GROUND YES

NO

SEPTIC TANK PUMPED & FILLED YES

NO

CONTRACTOR

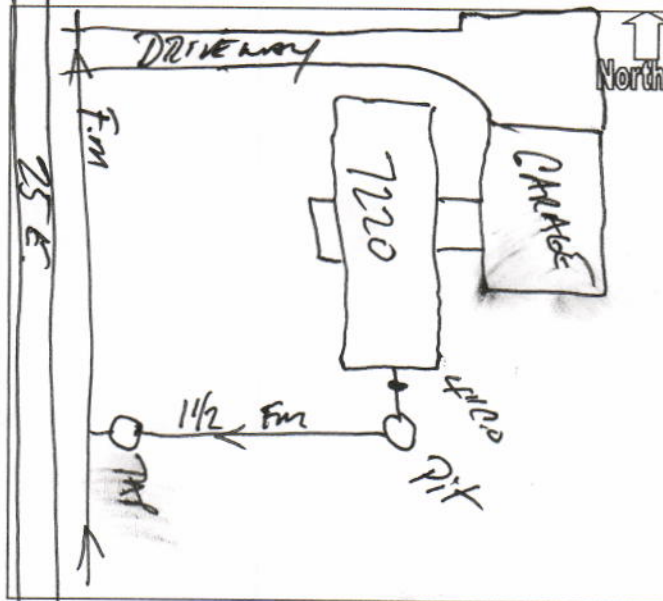
MARLY TABORT Const.

SPECIAL CONDITIONS

EXISTING HOME

✓

NEW CONSTRUCTION




SCOTT A RIGGS
CAROLYN S RIGGS
PH. 778-7157
1083 E GILMORE RD
MARKLEVILLE, IN 46056

DATE *March 12, 2008*

579
71-167749
BRANCH 101


PAY TO THE ORDER OF *Fall Creek Regional Waste District* \$ *4,748.00*

Four thousand seven hundred forty-eight and no DOLLARS  Security Features Details on Back

 **STAR**
Financial Bank

act
FOR *22-50535.00*

⑆074901672⑆

Scott Riggs 
3531⑈

Fall Creek Regional Waste District

March 12, 2008

Attached please find a check from Mr. Scott A. Riggs in the amount of:

\$ 4748.00 to cover the tap fee, capacity fee and the cost of a grinder.

Mr. Scott Riggs will pick up the grinder at a later date.

He will be unable to install the system before July 2008.

At this time we request further communication and explanation regarding any "Deadline that would impose further expenses", considering Scott Riggs was never made aware in writing that there was a deadline for this current fee payment until it was too late to avoid the already attached Attorney fees.

Please direct further communication to:

**Scott A. Riggs
7220 South 25 E
Pendleton, IN 46064**

Thank you for your time and attention to this matter.



Scott Riggs