

FALL CREEK REGIONAL WASTE DISTRICT

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 16th day of June, 2003, between FALL CREEK REGIONAL WASTE DISTRICT ("District") and Russ Phillips ("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 76925.25 E. Pendleton, Saddlebrook Estates

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
Debbie Wilson
 Signature

APPLICANT L. Phillips
Signature

[illegible]

SUBSCRIBED and sworn to before me this 16th day of June, 2003.

My Commission Expires:
4-29-09

Signature Jan E. Carey
Printed Jan E. Carey
Notary Public
Resident of Madison County

INSPECTOR B DATE INSPECTED 6-17-03 APPROVED ✓ REJECTED

REASON FOR REJECTION

DATE REINSPECTED _____ APPROVED _____ REJECTED _____

NOTES:
SIZE PIPE 4" 1.5' TYPE PIPE PVC

BASEMENT YES ☒ NO

SUMP PUMP YES ☒ NO

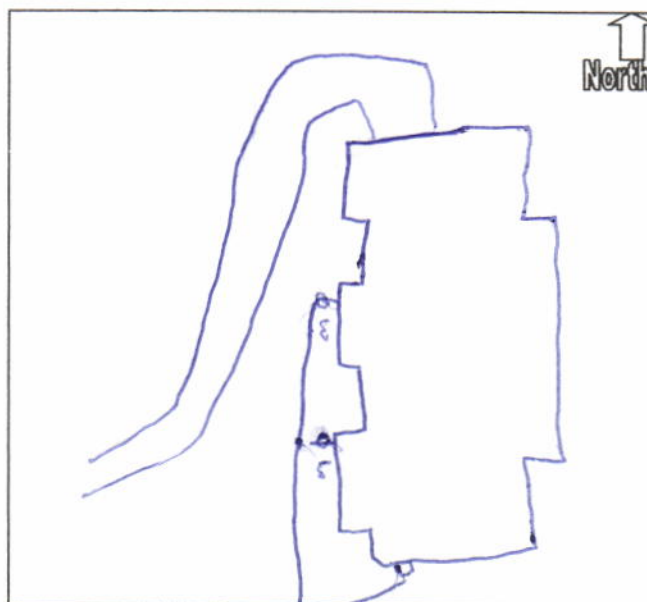
DOWNSPOUT TO GROUND YES ☒ NO

SEPTIC TANK PUMPED & FILLED YES NO ☒

CONTRACTOR Long & Koffgen

SPECIAL CONDITIONS

EXISTING HOME

NEW CONSTRUCTION 

LONG & KOFFER, INC.
1795 W. HUNTSVILLE RD.
PENDLETON, INDIANA 46064
765/778-5219

NATIONAL CITY BANK OF INDIANA
INDIANAPOLIS, INDIANA 46255
20-6/740

1932

6/16/2003

PAY TO THE
ORDER OF

Fall Creek Regional Waste District

\$ **9.76

Nine and 76/100*****

DOLLARS

Fall Creek Regional Waste District

MEMO:

⑈001932⑈ ⑆074000065⑆

SECURITY FEATURES: MICRO PRINT TOP & BOTTOM BORDERS - COLORED PATTERN - ARTIFICIAL WATERMARK ON REVERSE SIDE - MISSING FEATURE INDICATES A COPY

LONG & KOFFER, INC.

Fall Creek Regional Waste District

06/13/2003

Bill #

6/16/2003

1932

9.76

National City Bank

9.76

LONG & KOFFER, INC.
1795 W. HUNTSVILLE RD.
PENDLETON, INDIANA 46064
765/778-5219

NATIONAL CITY BANK OF INDIANA
INDIANAPOLIS, INDIANA 46255
20-6/740

1931

6/13/2003

PAY TO THE ORDER OF Fall Creek Regional Waste

\$ **1,024.80

One Thousand Twenty-Four and 80/100*****

DOLLARS

Fall Creek Regional Waste
9378 S. 650 W.
Pendleton IN 46064

MEMO:



⑈001931⑈ ⑆074000065⑆

SECURITY FEATURES: MICRO PRINT TOP & BOTTOM BORDERS - COLORED PATTERN - ARTIFICIAL WATERMARK ON REVERSE SIDE - MISSING FEATURE INDICATES A COPY

RUSSELL PHILIPS
KIRSTIN PHILIPS
1975-76
RUSSELL ROBERTS
ANDERSON INC.

5805

1975

\$ 2635.00

NATIONAL CITY BANK
ANDERSON INC. 1016

J. M. Kelly

0074000065

05

ORDINANCE NO. 2002-2

**ORDINANCE ESTABLISHING TAP AND CAPACITY FEES OF
FALL CREEK REGIONAL WASTE DISTRICT**

WHEREAS, the Board of Trustees of Fall Creek Regional Waste District ("Board") operates a wastewater collection and treatment system known as the Fall Creek Regional Waste District ("District"); and

WHEREAS, the District is required to incur costs for connecting (i.e. "tapping") each customer to the District's sewer system; and

WHEREAS, the connection of additional properties to the District's sewer system requires the District to permanently allocate the capacity in its treatment plant and transmission lines which is necessary to provide safe and efficient sewer service to each customer requesting connection; and

WHEREAS, the Board periodically changes and readjusts its fees in order to produce sufficient revenue to pay all the expenses incident to the operation and maintenance of the District's facilities, including, but not limited to, providing adequate funds for making connections to its system and the setting aside of sufficient capacity for its new customers; and

WHEREAS, the District has the authority to change and readjust its tap and capacity fees for this purpose; and

WHEREAS, the District employed H.J. Umbaugh & Associates, Certified Public Accountants, of Indianapolis, Indiana, to perform tap and capacity fee studies to establish just and equitable charges for new connections to the District's system, and these studies were presented to the Board prior to the introduction and final passage of this Ordinance.

NOW, THEREFORE, be it ordained by the Board as follows:

SECTION 1. TAP FEE.

A. The tap fee reflects the costs associated with connecting or tapping each customer to the District's system. Where a single customer shall make multiple connections, an appropriate multiple of the single tap fee shall be charged.

B. A single tap fee shall be \$ 475⁰⁰.

SECTION 2. CAPACITY FEE.

A. The capacity fee reflects the cost of the capacity in the District's treatment plant and transmission lines which must be permanently allocated to real estate producing wastewater and connecting to the District's system.

* B. A capacity fee for a single residential unit (one (1) EDU) shall be 2,160⁰⁰.

C. The capacity fees will be determined on the basis of Equivalent Dwelling Units ("EDU") with a residential unit considered one (1) EDU. All other parcels of land not used for residential dwelling units shall be converted to EDUs on the basis of the anticipated sewage from such real estate as compared to the anticipated sewage for residential dwelling units. Residential units have been determined by the Board to produce 310 gallons of wastewater per day. For no reason shall any waste-producing structure connecting to the District's system (including, but not limited to, mobile homes, apartments, and condominiums) be treated as less than one (1) EDU for purposes of any of the District's rates and charges.

D. Capacity fees may, at the District's discretion, be excluded for parcels zoned agricultural or platted for use as cemeteries, golf courses, or parks or other non-wastewater producing real estate.

SECTION 3. MISCELLANEOUS.

A. The District shall not allow final and permanent connection or connections to the District's sewage facilities of any real estate producing wastewater until a permit is obtained and payment has been made to the District for the appropriate tap and capacity fees.

B. Any developer of real estate applying for service shall pay the applicable fees by platted sections before the sections are submitted for approval and recording or otherwise enter into an acceptable developer's agreement which shall provide for the future payment of the tap and capacity fees prior to final and permanent connection.

C. Tap and capacity fees shall be non-refundable.

D. If any provision in this Ordinance is declared invalid, the remaining provisions of the Ordinance shall remain in full force and effect.

E. Any ordinances or provisions thereof that are inconsistent with this Ordinance are hereby superseded.

Reviewed, approved and adopted by the Board of Trustees of the Fall Creek Regional Waste District this 21 day of FEBRUARY, 2002.

BOARD OF TRUSTEES OF FALL CREEK
REGIONAL WASTE DISTRICT

Morris E. McCurdy
Morris E. McCurdy, President

Mark A. Jablonski
Mark A. Jablonski, Vice President

Agon D. Tolbert
Agon D. Tolbert, Secretary

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Douglas S. McGee, Treasurer

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Secretary/Treasurer

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Timothy E. Green
Timothy E. Green, Member

Dallas D. Foster
Dallas D. Foster, Member

John Ellingwood
John Ellingwood, Member

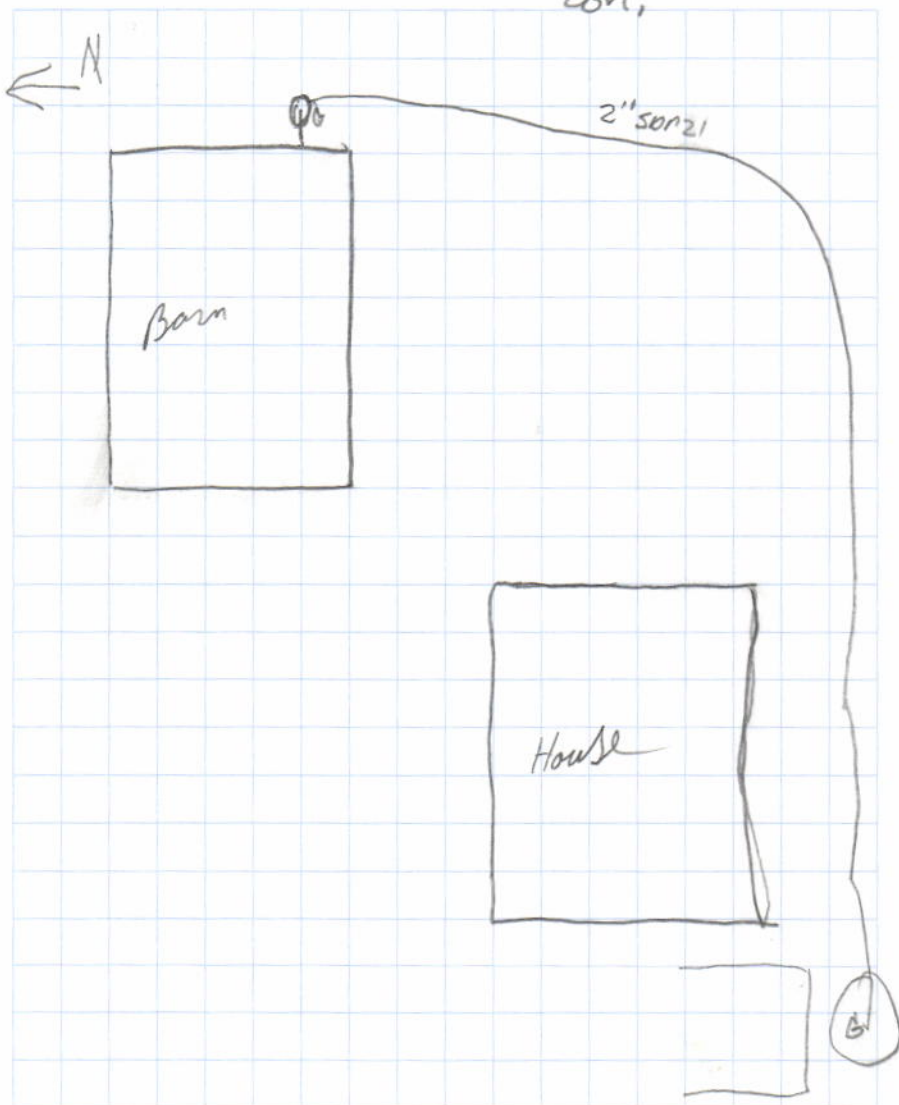
As Secretary of the Fall Creek Regional Waste District Board of Trustees, I hereby
certify that the above Ordinance was introduced at a meeting of the Board on
JANUARY 17, 2002, thereafter a public hearing on said Ordinance was held on
FEBRUARY 21, 2002, and final approval and adoption was as set forth above.

FALL CREEK REGIONAL WASTE
DISTRICT BOARD OF TRUSTEES

Agon D. Tolbert
Secretary



5/24/04
SWOVE Land
con,



FT. WAYNE
(800) 873-2829
(219) 484-0739

INDIANAPOLIS
(800) 873-5895
(317) 545-6088

WHITESTOWN
(800) 361-4620
(317) 769-7011