

26-06 425.00
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Fall Creek Regional Waste District
9378 S 650 W, P.O. Box 59, Pendleton, IN 46064
765-778-7544

#8412

Agreement for Sanitary Sewer Service

This Agreement made and entered into this 31st day of MAY, 20 24, between Fall Creek Regional Waste District ("District") and JIM STALLSWORTH ("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 CR 1050 S.

Street Address: 8924 W 1050 S, Pendleton Fortville

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
Patricia J. McClinton
Signature

APPLICANT
Jim Stallsworth
Signature

STATE OF INDIANA)
) SS:
COUNTY OF MADISON)

SUBSCRIBED and sworn to before me this ____ day of _____, 20__

My Commission Expires:

Signature _____

Printed _____

Notary Public

Resident of _____ County

Inspector blm Date Inspected 10/19/24 Approved X Rejected _____

Reason for Rejection _____

Date Reinspected _____ Approved _____ Rejected _____

Notes:

Size Pipe 6" Type Pipe SDR

Basement Yes (No)

Sump Pump Yes No

Downspout to Ground Yes No

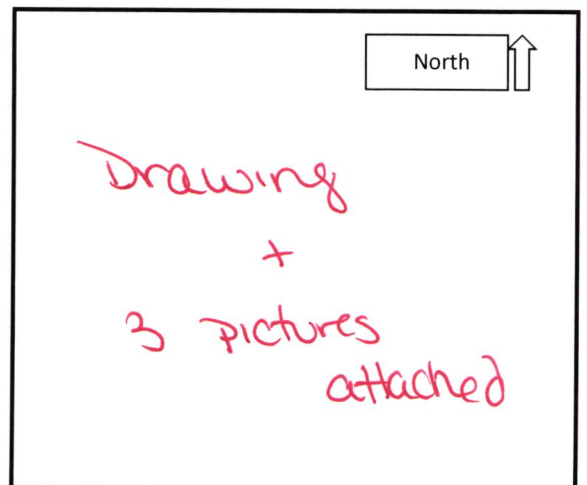
Septic Tank Pumped & Filled Yes No

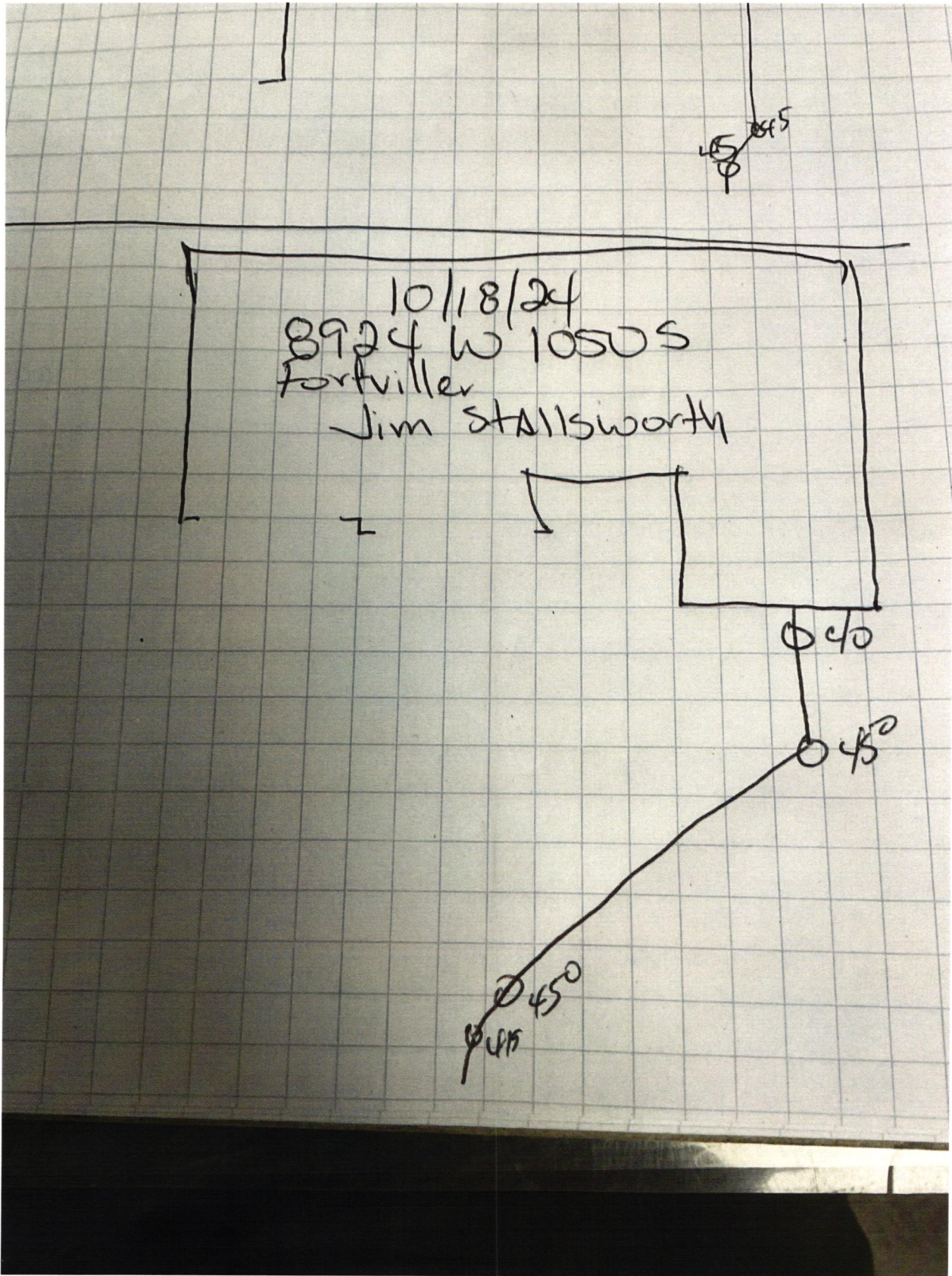
Contractor Jim Stallsworth

Special Conditions _____

Existing Home _____

New Construction X











JAMES E STALLSWORTH
ANGELA D STALLSWORTH
7030 TAMARIND CT
INDIANAPOLIS, IN 46236-8305

1279

70-2189/719
076

5/31/24

Date

Pay to the
Order of FCRWD

\$ 760.00

Seven Hundred Sixty + 00/100

Dollars



Photo
Safe
Deposit®
Details on back



PNC Bank, N.A. 071

For

James E Stallsworth

MP

Harland Clarke

Tap fee only

Capacity - Pay agreement

COPY

Becca Hunter

From: Rebecca McClintick
Sent: Friday, May 31, 2024 2:20 PM
To: Becca Hunter; Rachel Lawyer
Subject: RE: Jim Stallsworth

Tim met with Mr. Stallsworth and said he didn't need a grinder unit. He will be on gravity. Mr. Stallsworth just paid his tap fee, permit is in the folder, and he will call us when he is hooked up and the sewer is functional. He will need to come in to sign a capacity agreement because it sounds like that is the way he would like to go forward instead of paying the capacity in full up front.

Rebecca A. McClintick

Collections Specialist | Fall Creek Regional Waste District
9378 S 650 W | P O Box 59 | Pendleton, IN 46064
Ph. 765.778.7544 | Fax 765.778.7545
rmcclintick@fcrwd.com

From: Becca Hunter <bhunter@fcrwd.com>
Sent: Friday, May 31, 2024 7:39 AM
To: Rebecca McClintick <rmcclintick@fcrwd.com>; Rachel Lawyer <rlawyer@fcrwd.com>
Subject: RE: Jim Stalls (?)

Follow-up regarding property on CR 1050.

The County is now requiring proof tap fee payment. Mr. Stalls will be in sometime today or Monday to pay the tap fee.

Please complete a permit but make notes on it that he will still owe his capacity fee and grinder unit. He will need a copy of the receipt as proof he paid the tap fee.

Thanks,

Becca Hunter

Becca Hunter
Office Manager
Fall Creek Regional Waste District
9378 S 650 W
PO Box 59
Pendleton, IN 46064-0059
TEL: 765-778-7544
Fax: 765-778-7545
Email: bhunter@fcrwd.com

**AGREEMENT FOR PAYMENT OF
CAPACITY FEES IN MONTHLY INSTALLMENTS**

THIS AGREEMENT, made and entered into this 15 day of October, 2024, is between FALL CREEK REGIONAL WASTE DISTRICT ("District") and James Stallsworth ("Applicant") and is regarding the provision of sanitary sewer service, and the assignment of capacity in, and connection to, the District's facilities for the property located at 8924 W. 1050 S. ("Property").

WHEREAS, the District operates a wastewater collection and treatment system; and

WHEREAS, the District requires payment of the appropriate capacity fee from all customers connecting to its system; and

WHEREAS, the District desires to grant the Applicant the option to pay the applicable capacity fee in equal monthly installments for a period of 36 months; and

NOW, THEREFORE, the parties, in consideration of the mutual promises set out in this Agreement, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. The Applicant will connect to the District's sewer system within ninety (90) days of receiving notice that the District's system is within three hundred (300) feet of the Property
2. The Applicant will pay the applicable capacity fee in the amount of \$ 3400.00 in 36 monthly installments which will be added to the Applicant's monthly service bill.
3. The Applicant agrees to pay an additional five percent (5%) fee to cover the cost of administering this payment plan. \$ 3400.00 capacity fee + \$ 170.00 administrative fee = \$ 3570.00
4. The Applicant shall pay a total of \$ 99.17 per month for 36 months which only includes the monthly payment for the five percent (5%) administrative fee and capacity fee. The Applicant is also responsible for the monthly service fee and any other fees duly enacted by the District.
5. All other fees, including, but not limited to, the tap fees and monthly service fees, must be timely paid by the Applicant.
6. In the event the Applicant defaults in the performance or observance of any of the terms, conditions, or obligations contained in this Agreement, the District shall be entitled to recover a ten percent (10%) penalty on the unpaid balance, interest at eighteen percent (18%), and all attorneys' fees and costs incurred in connection with enforcing this Agreement, including the cost of any and all litigation, post-judgement proceedings, and appeals.
7. In the event the Applicant sells or transfers the Property, the remaining balance on this Agreement shall become immediately due and owing.
8. This instrument contains and embodies the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and supersedes all prior agreements and understandings, oral or written, between them, relating to the subject matter of this Agreement. No modification or waiver of the terms and conditions contained herein shall be of any force and effect unless such modification or waiver shall be in writing and signed by the parties.
9. Attached hereto as Exhibit A is the legal description for the Property and the parties hereby agree that this Agreement touches and concerns the land and shall be binding upon the Applicant's successors and assigns.

FALL CREEK REGIONAL WASTE
DISTRICT

By: Rachel Lawyer

Its: Administrative Assistant

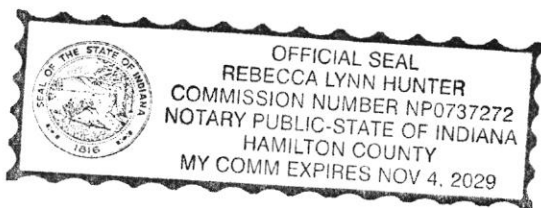
STATE OF INDIANA)

) SS:

COUNTY OF Madison)

Before me, a Notary Public in and for said County and State, personally appeared Rachel Lawyer, by me known and by me known to be the Administrative Assistant of Fall Creek Regional Waste District, who acknowledged the execution of the foregoing "Agreement for Payment of Capacity Fees in Monthly Installments" on behalf of Fall Creek Regional Waste District.

WITNESS my hand and Notarial Seal this 15 day of October 2024



Rebecca Lynn Hunter
Notary Public
Rebecca Lynn Hunter
(Printed Signature)

My Commission Expires:

My County of Residence:

APPLICANT:

James E. Stallsworth
James E. Stallsworth

STATE OF INDIANA)

) SS:

COUNTY OF Madison)

Before me, a Notary Public in and for said County and State, personally appeared James Stallsworth, who acknowledged the execution of the foregoing "Agreement for Payment of Capacity Fees in Monthly Installments" as his voluntary act or deed.

WITNESS my hand and Notarial Seal this 15 day of October, 2024



Rachel Lawyer
Notary Public
Rachel Lawyer
(Printed Signature)

My Commission Expires:

My County of Residence:

This Instrument prepared by J. Christopher Janak, Attorney at Law, Bose McKinney & Evans LLP, 135 North Pennsylvania Street, Suite 2700, Indianapolis, Indiana 46204.

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