

Personal Sewer Utility Service Agreement and Petition for Annexation into the Town of Bargersville

The undersigned persons are owners of property located within the sewer utility service area of Bargersville Utilities, which is a municipal sewer utility wholly owned by the residents of the incorporated town of Bargersville. In the event that the property for which sewer utility service is to be provided is outside of the incorporated limits of the Town of Bargersville, the owner of said property will not, under any circumstances, be considered an "owner" of the municipal sewer utility as explained herein unless/until the corporate boundaries of the Town of Bargersville are amended to include the undersigned's property.

Rights of Ownership in Bargersville Utilities:

According to "Financing and Charges for Wastewater Systems" published by Water Environment Federation and to Rates Manual M-1 published by the American Water Works Association, "[c]ustomers inside the municipal corporate limits may be considered to be the utility's stockholders," and "[o]utside city customers are non-owner customers." Only owners of property located within the corporate limits of the town of Bargersville are considered "owners" or "stockholders" of the Bargersville Sewer Utility. Therefore, the policies, administration, and management of the Bargersville Sewer Utility are established to benefit these "owners" of the Bargersville Sewer Utility.

Requesting Sewer Utility Service For Property Outside of Bargersville Corporate Limits

Non-owner customers of the Bargersville sewer utility which request sewer utility service will be required to perform certain tasks and pay certain additional charges, or surcharges, as well as assuming certain risks which accrue to those properties requesting/receiving sewer utility service from Bargersville Utilities, but which are not located within the incorporated limits of Bargersville, as set forth below.

Renter's Stipulation:

In the event that the property to receive sewer utility services from Bargersville Utilities is a rental property, the owner of said property must personally execute this Personal Sewer Utility Service Agreement *before* sewer utility services will be provided. If the sewer utility account is to be opened in the name of the renting party, this Personal Sewer Utility Service Agreement does not apply to the renting party unless and until such renting party would under any circumstances become owner of the property.

Required Consent of Owner to Annexation by the Town of Bargersville:

The Town of Bargersville hereby officially states that sewer utility service by Bargersville Utilities will not under any circumstances be extended outside of the corporate limits of the Town of Bargersville, unless and until the owners of property requesting utility service fully consent to, and petition for, annexation into the incorporated Town of Bargersville.

Therefore, by execution of this Personal Sewer Utility Service Agreement, the undersigned irrevocably consents to and petitions for the Town of Bargersville annexing the property to be served hereunder at any time under the sole discretion of the Town of Bargersville. The undersigned furthermore waives his/her rights to remonstrate against any such future annexation.

Agreement to Pay Outside-Town Surcharges

In the event that the undersigned property is outside of the corporate limits of Bargersville, the owner agrees to pay an outside-town surcharge in addition to the standard cost of sewer utility service, to be established and set in accordance with Indiana law using a calculation method, which conforms to the guidance of the Indiana Supreme Court.

The outside-town surcharge will be terminated the month following the date that annexation of the undersigned property becomes effective, at which time the owner of the undersigned property will become a participating owner of Bargersville utilities.

Agreement to Remedies if the Property Owner Opposes Annexation

Execution of this Personal Sewer Utility Service Agreement constitutes full and complete consent to annexation, as well as constituting a petition for annexation by the Town of Bargersville. If the property owner of the undersigned property sues, opposes, remonstrates against, objects to, or otherwise deters or participates in any action to thwart, delay or otherwise deter annexation in any way, the owner of the undersigned property agrees to pay the attorney fees of the Town of Bargersville which are incurred as a result of the owner's opposition to annexation.

Provisions of Covenants and Other Agreements

This Personal Sewer Utility Service Agreement also re-affirms the intent of the property owner to abide by and be bound by any similar provisions with regard to non-remonstrance against annexation and consent to annexation as provided in the covenants recorded with the property by previous owners, including the developer of the subdivision.

Property Owner _____

Property Address _____

Lot # _____

Subdivision _____

Telephone _____

Signature _____