

TOWN OF DARMSTADT SUMMER SEWER RATE AGREEMENT

Act # _____

THIS SUMMER SEWER RATE AGREEMENT is made and entered into as of (date) _____, 20____, by and between the Town of Darmstadt, Indiana and (name) _____ owner(s) of the real estate at (address) _____, Indiana.

RECITALS

WHEREAS, the Town Council of Darmstadt, Indiana (the "Town Council") has adopted a Summer Sewer Rate Ordinance codified at Section 51.04(I) of the Darmstadt Code of Ordinances, providing an optional summer sewer rate for qualifying users; and

WHEREAS, the Clerk-Treasurer of the Town (the "Clerk-Treasurer") has verified that the owner(s) of the Property meet the eligibility criteria under Section 51.04(I), specifically: (1) the Property has been occupied by the owner(s) for at least the previous twelve (12) months; (2) the Property is located in residential single family or duplex housing; (3) the owner(s) have a billing history for sewer works user charges for the preceding twelve (12) months; and (4) the owner(s) have had no late or delinquent payments for sewer works user charges during the preceding twelve (12) months.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

Section 1. Summer Sewer Rate.

1.1 For monthly sewer bills rendered in the months of May, June, July, August, and September, the total user charge for the Property shall include: (a) The flat rate, which consists of the Administrative flat rate and Sewer pump electric flat rate; and (b) The lesser of: (i) The metered or unmetered rate (as applicable) based on actual water usage during the billing period; or (ii) The average monthly metered or unmetered rate (as applicable) calculated using the preceding seven (7) months of October through April.

1.2 If the total charges (flat rate plus metered/unmetered rate) for a given month are less than the calculated average under Section 1.1(b)(ii), the lower total charges will apply for that month.

Section 2. Minimum Usage Requirement. If the owner(s) did not average at least one thousand (1,000) gallons of water usage per month during the preceding seven (7) months (October through April), the summer sewer rate described in Section 1 shall not apply. Instead,

the user charge for each summer month will include: (a) the flat rate, and (b) the applicable metered or unmetered rate based on actual water usage during the billing period.

Section 3. Term and Termination. This Agreement shall commence on the date it is signed by all parties and shall remain in effect until the earlier of: (a) Written termination by the owner(s), delivered to the Town at Darmstadt Town Hall, 559 Hoing Rd, Darmstadt, IN 47725; or (b) written termination by the Town Council, delivered to the owner(s) with at least thirty (30) days' notice. Upon termination, the owner(s) shall be charged based on standard sewer rates applicable to all users.

Section 4. Acknowledgement and Responsibility. The owner(s) acknowledge and agree to comply with all terms of this Agreement and the Summer Sewer Rate Ordinance codified in Section 51.04(I) of the Darmstadt Code of Ordinances. The Town reserves the right to terminate this Agreement if the owner(s) fail to meet any eligibility requirements or breach the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Signature of Owner: _____

Printed Name of Owner: _____

Phone Number: _____

Signature of Town Sewer Superintendent: _____

Printed Name of Town Sewer Superintendent: _____

Received by Clerk-Treasurer:
