

**HOBART SANITARY DISTRICT BOARD OF COMMISSIONERS**

**RESOLUTION No. 2014- 02**

**A Resolution to Establish a Policy and Program of Financial Assistance to Property Owners Required to Make New Sanitary Sewer Connections and Adopting Rules and Regulations**

WHEREAS, the Board of Sanitary Commissioners (“Board”) of the City of Hobart Sanitary District (“District”) has taken note of the increasing number of new sanitary sewer connections that will be required to meet the on-going problem of failed septic systems in the District’s service area, and

WHEREAS, the District owns, operates and maintains a public sanitary sewer system to carry wastewater from users connected to that system, and private sanitary sewer service lines, commonly referred to as building sanitary services or lateral sewers, connect users to the public sewer; and

WHEREAS, the Board also is cognizant of the need to enforce the provisions of §53.002 (H) of the Hobart Municipal Code (HMC) which requires properties located within 300 feet of a sanitary sewer main line to connect to the District’s sanitary sewer collection system; and

WHEREAS, the Board has determined, after study and review, that the expense of required or mandated connection of homes to the sanitary sewer system imposes a significant burden on many property owners, and the Board desires to establish and promulgate a policy providing financial assistance to home-owners who are required to connect to the sanitary sewer system and to adopt Rules and Regulations implementing said policy; and

WHEREAS, prior District policy and course of dealing establishes that the owner of the property connected to the public sanitary sewer system is the owner of the entire private sanitary sewer service line system and is responsible for all maintenance and operation of the building sanitary service; and

WHEREAS, District policy and course of dealing establishes that, maintenance and operation means keeping the sanitary sewer connection, sewer lines and other sewer facilities in satisfactory working condition and in a good state of repair (including but not limited to preventing any obstruction or extraneous material or flows from entering said facilities, protecting said facilities from any damage and keeping same free from defects or malfunctions), and making necessary provision and taking necessary precautions to assure that said sewer facilities are at all times capable of satisfactorily performing the services and adequately discharging the functions and producing the final results and purposes said facilities are intended to perform; and

46 WHEREAS, the District intends no change in the District's policy of requiring  
47 property owners to be responsible for the maintenance and proper operation of the  
48 laterals and connections which join their properties to the sanitary sewer system of the  
49 District; and

50  
51 WHEREAS, the Board finds it to be in the best interests of all District users to  
52 provide financial assistance with the construction and installation of new sanitary sewer  
53 connections for properties which have heretofore not been connected, and such assistance  
54 will provide a mechanism for the District to be certain that said construction and  
55 installation activities are performed properly, will minimize or eliminate infiltration and  
56 inflow from the newly constructed lateral or low-pressure system and insure that  
57 construction and installation are made in a manner which protects the integrity of the  
58 public sanitary sewer system; and

59  
60 WHEREAS, the District is authorized to provide financial assistance, including  
61 grants, to property owners to construct or install regulating devices, improvements, or  
62 overhead plumbing or backflow prevention devices by resolution for certain purposes by  
63 I.C. §39-9-25-42 (a); and

64  
65 WHEREAS, the financial assistance described herein will accomplish one or  
66 more than one of the following purposes:

- 67  
68 1. To regulate or prevent discharge into private dwellings;  
69 2. To prevent the pollution of streams or bodies of water;  
70 3. To reduce or ameliorate inflow and infiltration in sewage works;  
71 4. To remedy or prevent a menace to the public health and welfare; and  
72

73 WHEREAS, the Board anticipates that the costs associated with providing the  
74 financial assistance will be less than the financial burdens potentially incurred if the  
75 financial assistance is not provided; and

76  
77 WHEREAS, the Board desires to make certain findings to support the  
78 establishment of a financial assistance program for new sanitary sewer connections, and  
79 to establish and adopt rules and regulations concerning financial assistance to be provided  
80 to qualifying property owners under the program, and to otherwise implement and make  
81 such program effective.

82  
83 THEREFORE, BE IT RESOLVED by the Board of Sanitary Commissioners  
84 of the City of Hobart that:

- 85  
86 1. The Board finds that providing financial assistance to qualifying property  
87 owners who are required to make new connections to the District's sanitary sewer system  
88 as described above is necessary to avoid or reduce additional financial burdens to the  
89 District, to protect the public health, and to reduce pollution of the streams and other  
90 bodies of water both within and outside the District's service area.  
91

92           2.       The Board now adopts, establishes and makes effective a Financial  
93 Assistance Policy and Program for New Sanitary Sewer Connections. The Board now  
94 declares such policy to consist of the following:  
95

96           a.       For new laterals and connections required to replace failed  
97 septic systems or where the property is located within 300 feet of a  
98 sanitary sewer main line pursuant to §53.002 (H) of the Hobart Municipal  
99 Code (HMC), the District shall pay 50% (fifty percent) of the cost of  
100 covered expenses for construction and installation of the lateral and  
101 sanitary sewer connection or low-pressure system, inclusive of the  
102 District's tap-in fee, if the property owner agrees to contract the work in  
103 accordance with the Rules and Regulations adopted by the Board for the  
104 Program within 90 days of the written order to connect issued by the  
105 District. After the elapse of ninety (90) days from the date of the written  
106 order to connect issued by the District but not longer than one (1) year, the  
107 District will pay 25% (twenty-five percent) of the cost of covered  
108 expenses for construction and installation of the lateral and sanitary sewer  
109 connection or low-pressure system, exclusive of the District's tap-in fee  
110 provided that, the property owner agrees to contract the work in  
111 accordance with the Rules and Regulations adopted by the Board for the  
112 Program. If connection is not made within one year the District will order  
113 connection with no consideration of reimbursement. The 50% cost of  
114 covered expenses under the Program and any tap-in fee may be paid, upon  
115 approval of the Board, in up to twelve equal monthly installments.  
116

117           b.       For new laterals and connections required to connect a  
118 property with existing sanitary sewer service to a newly relocated main  
119 sanitary sewer, the District will pay 100% (one hundred percent) of the  
120 cost of covered expenses under the Rules and Regulations adopted by the  
121 Board for the program, provided that, the property owner agrees to  
122 execute an agreement with the District in accordance with the Rules and  
123 Regulations.  
124

125           c.       At the discretion of the Board, the District may assess the  
126 cost of constructing and installing new main sanitary sewer lines, related  
127 structures, equipment and appurtenances in a given locality of the  
128 District's service area to the property owners who will be served by the  
129 newly constructed line through one or more than one of the methods  
130 afforded to the District under the laws of the state of Indiana such as the  
131 creation of a Sewer Improvement District, a Barrett Bond, or installment  
132 payment plan.  
133

134           d.       Under the financial assistance policy, the Property Owner  
135 shall waive, release and discharge the District from any claim of liability  
136 by reason of any sanitary sewer backups or any consequence of the  
137 property owner's participation in the Financial Assistance Program

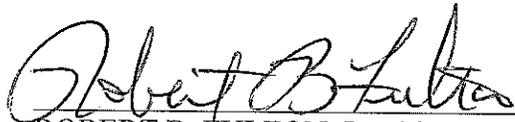
138 including but not limited to the District's determination of the scope of  
139 work, selection of the contractor to be utilized, implementation and  
140 completion of the work, or the owner's eligibility, participation or funding  
141 priority in the program. Any lateral, sanitary sewer connection, low  
142 pressure system including pipes, pit, grinder and other equipment installed  
143 or provided with financial assistance under this policy and the Rules and  
144 Regulations adopted by the Board for the program shall become the sole  
145 responsibility of the property owner and his or her successors or assigns  
146 from and after one (1) year after the completion of the project for a  
147 particular property. The District or project contractor will warrant  
148 materials and labor for one (1) year after the completion of the project for  
149 a particular property. Such warranty shall be exclusive of incidental or  
150 consequential damages, and shall exclude warranties of merchantability  
151 and fitness for a particular purpose, such warranties being specifically  
152 disclaimed.

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154 3. The Rules and Regulations, which are attached hereto and made a part  
155 hereof, are hereby adopted to govern the program and policy of financial assistance  
156 described herein.

157  
158 4. The Policy and Program established in this Resolution and accompanying  
159 Rules and Regulations shall take effect upon adoption by the Board, and shall remain in  
160 effect until further action of the Board.

161  
162 5. The Board hereby allocates and appropriates the sum of two hundred  
163 thousand and no/100 Dollars (\$200,000.00) to financial assistance under this Resolution  
164 for budget year 2015.

165  
166 ALL OF WHICH is Adopted and Approved as the Resolution of the Board of  
167 Commissioners of the City of Hobart Sanitary District on this 10th day of December,  
168 2014.

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174 ROBERT B. FULTON, President

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177 ATTEST:   
178 PHIL GRALIK, P.E., Secretary  
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HOBART SANITARY DISTRICT

POLICY ON FINANCING OF NEW SANITARY SEWER CONNECTIONS  
RULES AND REGULATIONS

December 10, 2014

**Section 1. Authority.** This Policy on Financing New Sanitary Sewer Connections has been adopted and made effective by action of the City of Hobart (“City”) Sanitary District Board of Commissioners (“Board”) through its Resolution No. 2014- 02, adopted on December 10, 2014, as same may be subsequently amended (“resolution”), and the provisions of I.C. §36-9-25-42 “statute”). The Board reserves the right to alter or amend these Rules and Regulations at any time with or without prior notice to any user, applicant or grantee.

**Section 2. Statement of Policy.** Subject to the statute and the resolution, the Board declares that it is the policy of the Hobart Sanitary District (“District”) to render financial assistance to qualified property owners of buildings connecting for the first time to the public sanitary sewer collection system of the District, or for the first time to a newly relocated sanitary main sewer. Said policy is established to remedy or prevent a menace to the public health and welfare, to reduce or ameliorate the inflow and infiltration into the collection system from obstructed, damaged, or inadequate private sanitary sewer service lines, to prevent the pollution of streams or bodies of water, and to regulate and prevent sanitary sewage discharges into private dwellings. Such financial assistance shall, in every case, be subject to the application of the limits and conditions specified in the resolution, the statute and these Rules and Regulations.

**Section 3. Definitions.** The following terms shall have the meaning specified throughout these Rules and Regulations:

**3.01. Applicant.** A person or legal entity (corporation, limited liability company, partnership, or trust) who submits a written application for financial assistance by the District to construct and install a new sanitary sewer connection and lateral.

**3.02. Best Management Practices or “BMPs.”** The principals, standards, techniques, materials and methods specified by the Storm Water Ordinance and the regulations of the State of Indiana or the United States, or generally recognized among engineering professionals for the prevention of storm water inflow and infiltration, and the prevention of pollution of streams and bodies of water by storm water run-off or discharge.

**3.03. Contractor.** The qualified person or legal entity, designated by the District through its selection process, who will supply the labor and materials to complete the project.

**3.04. Coordinator.** The official of the District designated by the Board to administer and manage the application approval process, project

47 completion, inspection and application of financial conditions provided under  
48 these Rules and Regulations.

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50 **3.05. Engineer.** The City Engineer, Assistant City Engineer, or a  
51 consulting engineer, designated by the District to render engineering advice and  
52 consultation on any issue arising with respect to the design or implementation of a  
53 project.

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55 **3.06. Flood Plain Ordinance.** The provisions of §§154.270 through  
56 154.277 of the Municipal Code of the City of Hobart.

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58 **3.07. Lateral.** An existing or new private sanitary sewer service  
59 line connecting a building with the public sanitary sewer collection system.

60  
61 **3.08. Project.** The scope of work, including all labor and  
62 materials, to construct and install a new sanitary sewer lateral and connection.

63  
64 **3.09. Property Owner.** The person, persons, or legal entity or  
65 entities possessing the fee simple title to the real estate occupied by a building  
66 subject to service by or served by a lateral and which is the subject of an  
67 application or project under these regulations.

68  
69 **3.10. Qualified Property Owner.** A property owner whose project  
70 application has been approved under Section 7 of these Rules and Regulations.

71  
72 **3.11. Storm Water Ordinance.** The provisions of §§152.001 through  
73 152.999 of the Municipal Code of the City of Hobart.

74  
75 **Section 4. Administration of Program.** The Policy on Financing New Sanitary  
76 Sewer Connections shall be administered by the Coordinator. The Coordinator shall receive all  
77 applications, advise potential applicants on the approval process, determine whether an applying  
78 property owner is qualified to receive financial assistance, submit the proposed project to the  
79 contractor for estimate, confer, when necessary, with the engineer or other officials of the City,  
80 coordinate the work of the contractor, inspect or arrange for inspection of the finished project,  
81 and obtain the required payments, payment records, and distributions of funds. The Coordinator  
82 shall report to the Board and the City Engineer on the progress of each project at the Board's  
83 regular meetings, and shall periodically provide the Board with such written reports as it may  
84 request.

85  
86 **Section 5. Covered Expenses.** The District may, through this policy, provide  
87 financial assistance to qualified property owners for the following costs and expenses of a  
88 project, and no others:

89  
90 a. Labor and equipment to carry out excavation to the extent necessary to construct  
91 and install a new lateral where no prior lateral existed to connect the property to the sanitary

92 sewer system of the District, or for the purpose of constructing and installing a new lateral to  
93 connect a property with existing sanitary sewer service to a newly relocated main sanitary sewer.  
94

95 b. Labor, materials and equipment necessary to construct and install the new lateral  
96 sewer pipe and connection to the main sewer line. The method of construction and installation  
97 and the extent of construction and installation shall be solely determined by the Coordinator in  
98 consultation with the City Engineer, property owner, contractor and engineer.  
99

100 c. Labor, materials and equipment necessary to backfill any excavation required to  
101 construct and install the new lateral sewer pipe and connection to the main sewer line including  
102 repair or replacement of sidewalks, driveways and other appurtenances necessarily removed or  
103 damaged in the course of the project. That portion of the project consisting of the repair of  
104 streets and public thoroughfares damaged by the project shall be done solely at the District's  
105 expense.  
106

107 d. Inspection and testing of the work in progress, and of the finished work.  
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109 **Section 6. Application.** A person or legal entity desiring to obtain financial  
110 assistance to construct and install a new lateral where no prior lateral existed to connect the  
111 property to the sanitary sewer system of the District, or for the purpose of constructing and  
112 installing a new lateral to connect a property with existing sanitary sewer service to a newly  
113 relocated main sanitary sewer shall file a written application with the Coordinator on a form  
114 prescribed by the District, and submit such supporting documents as the Coordinator may  
115 reasonably require. Said form of application shall request, at a minimum, the following:  
116

117 a. The name, address and contact information of the applicant. If the applicant is an  
118 organization or other legal entity, the name and address of the authorized principal or officer  
119 thereof, and the date and place of incorporation, formation or registration of the organization in  
120 the State of Indiana;  
121

122 b. The legal description, assessor's property number and common address of each  
123 parcel of real estate occupied by the building served by the lateral sought to be constructed and  
124 of each parcel in which said lateral will be located;  
125

126 c. The name and address of the property owner of each such parcel, together with  
127 documents evidencing such ownership. Such documents may include a recent property tax  
128 duplicate for each such parcel, a memorandum of title or title commitment by a reputable title  
129 insurer which is dated not more than ninety (90) days prior to the filing of the application, or an  
130 original or certified copy of a recorded deed of conveyance demonstrating ownership by the  
131 applicant or the applicant's principal or organization which is dated not more than ninety (90)  
132 days prior to the filing of the application;  
133

134 d. A narrative statement of the reasons for seeking assistance including the condition  
135 of the septic system of the property and any existing sanitary sewer lateral, the presence of any  
136 sump and/or sump pump, and whether the downspouts or perimeter drains are connected, in  
137 whole or in part, to the sanitary sewer system of the District

138 e. A statement, if available, of whether the property is located within 300 feet of a  
139 sanitary sewer main;

140  
141 f. If the applicant is not the property owner of each parcel of real estate occupied by  
142 the building to be served by the lateral sought to be constructed and of each parcel in which said  
143 lateral is to be located, the written consent of the property owner of each such parcel, including  
144 the owner's agreement to be bound by the application, these Rules and Regulations, and the  
145 determinations of the Coordinator (subject only to any right of appeal available under Section  
146 14);

147  
148 g. The applicant's and property owner's agreement to pay the cost of participation in  
149 the project if required by the Resolution or these Rules and Regulations;

150  
151 h. A statement of the current zoning classification for such parcels under the City of  
152 Hobart Comprehensive Plan, any drainage or storm water collection, detention or discharge  
153 requirements which apply to such parcels by action of the City Plan Commission or Board of  
154 Zoning Appeals. If any such parcel is subject to a PUD zoning classification, a copy of the PUD  
155 ordinance applicable to each such parcel, and a copy of the approved plat thereof;

156  
157 i. The signature of the applicant certifying that he or she has read these Rules and  
158 Regulations and agrees to be bound thereby, and that the statements contained in the application  
159 and its supporting documents are true under the penalty of perjury;

160  
161 j. Such other information as the Coordinator may reasonably require in order to  
162 evaluate the application;

163  
164 **Section 7. Preliminary Approval and Proposal for Work.** The Coordinator shall  
165 review the submitted application and supporting materials, confer with the applicant, property  
166 owners, engineer and other City officials as necessary, inspect the property which is the subject  
167 of the application and make a preliminary determination as to whether the property owner  
168 qualifies for assistance under the Policy on Financing New Sanitary Sewer Connections, the  
169 nature and extent of the construction and installation of the new lateral, and any special  
170 conditions which should be attached to the project, other than those general conditions specified  
171 in Section 8 hereof. In rendering his or her determination, the Coordinator shall, in addition to  
172 the information contained in or submitted with the application, take into account:

173  
174 a. the need of the property to obtain service from the sanitary sewer system and the  
175 proximity of the property to the existing or proposed sanitary sewer main, together with the  
176 relative cost and ease of construction and installation of the new lateral;

177  
178 b. the requirements of any site-related conditions imposed by the Plan Commission  
179 or Board of Zoning Appeals, the zoning classification for the parcels affected, the PUD  
180 conditions, if applicable, and the requirements of the City Storm Water and Flood Plain  
181 Ordinances;

- 183 c. whether the proposed construction and installation of the lateral is consistent with  
184 or contributes to best practices (BMPs) for storm water management at the site of the proposed  
185 project;
- 186
- 187 d. whether the proposed project is consistent with any Storm Water Management  
188 Plan or other plans adopted by the District;
- 189
- 190 e. the financial resources of the District appropriated to and available for the project.  
191

192 In the event the Coordinator determines that the applicant qualifies for assistance under the  
193 Resolution and these Rules and regulations, he or she shall thereupon request the District's  
194 designated contractor to provide to the Coordinator a full written proposal, based on the terms,  
195 conditions, rates and schedule of charges contained in the general program contract between the  
196 District and the Contractor, to supply the labor, tools, equipment and materials to complete the  
197 excavation, construction and installation of the new sanitary lateral and connection to the  
198 sanitary sewer main to the extent authorized by the Coordinator. In cases where the District is  
199 bearing the entire cost of construction and installation of the new lateral and connection to the  
200 main sewer line, he may proceed to have the District commence and complete the work after  
201 having obtained the property owner's agreement to enter the premises and perform the work. In  
202 all other cases, upon review and tentative approval of the proposal by the Coordinator, the  
203 Coordinator shall submit the proposal to the applicant and property owner. In the event that the  
204 applicant and property owner agree to the proposal, then the Coordinator shall prepare and  
205 submit the form of agreement provided for in Section 9 hereof to the applicant and property  
206 owner for execution.

207  
208 **Section 8. Conditions of Participation.** The District will provide financial  
209 assistance to the property owner of a building for work necessary to connect the building to the  
210 sanitary sewer system of the District subject to the following conditions:

- 211 a. Financial assistance, if provided, shall apply only to buildings to be connected to  
212 the Hobart Sanitary District collection system.
- 213
- 214 b. Such financial assistance is limited to funds appropriated by the Board for the  
215 program. Funding levels may be changed or eliminated based on the District's annual review of  
216 the program.
- 217
- 218 c. Prioritization of applications shall be at the sole discretion of the District. For  
219 purposes of prioritizing applications, the District may consider the severity of the problem, costs  
220 for corrective measures, time constraints, future work that may be applicable to that location,  
221 coordination with other work to be performed by the City at such location, and such other  
222 considerations as the District deems necessary.
- 223
- 224 d. Financial assistance shall be provided to property owners to construct and install a  
225 new lateral where no prior lateral existed to connect the property to the sanitary sewer system of  
226 the District, or for the purpose of constructing and installing a new lateral to connect a property  
227 with existing sanitary sewer service to a newly relocated main sanitary sewer and for no other  
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229 purpose under the program described in these Rules and Regulations and the Resolution. The  
230 financial assistance to be provided shall consist of the following:

231  
232 1. For new laterals and connections required to replace failed septic  
233 systems or where the property is located within 300 feet of a sanitary sewer main  
234 line pursuant to §53.002 (H) of the Hobart Municipal Code (HMC):  
235

236 The District will pay 50% (fifty percent) of the cost of covered expenses under  
237 Section 5 of these Rules and Regulations, inclusive of the District's tap-in fee,  
238 provided that, the property owner agrees to contract the work in accordance with  
239 Section 9 of these Rules and Regulations, within 90 days of the written order to  
240 connect issued by the District. After the elapse of ninety (90) days from the  
241 written order to connect issued by the District, the District will pay 25% (twenty-  
242 five percent) of the cost of covered expenses under Section 5 of these Rules and  
243 Regulations, provided that, the property owner agrees to contract the work in  
244 accordance with Section 9 of these Rules and Regulations.  
245

246 2. For new laterals and connections required to connect a property  
247 with existing sanitary sewer service to a newly relocated main sanitary sewer:  
248

249 The District will pay 100% (one hundred percent) of the cost of covered expenses  
250 under Section 5 of these Rules and Regulations, provided that, the property owner  
251 agrees to execute an agreement with the District in accordance with Section 9 of  
252 these Rules and Regulations. The tap-in fee otherwise applicable shall be waived.  
253

254 d. A property owner participating in the financial assistance program must complete  
255 and submit a signed Application and Agreement as provided in these Rules and Regulations.  
256

257 e. Applicants and property owners receiving financial assistance must comply with  
258 the District's Private Property Infiltration and Inflow Removal Program. This means that the  
259 property owner must disconnect any downspouts, perimeter drains and sumps, including sump  
260 pumps, from any pipe or tile which may lead to the sanitary sewer, and permanently maintain  
261 such disconnection..  
262

263 f. The financial assistance program will be evaluated annually, and the District may  
264 change or eliminate the program at any time, with or without notice in advance.  
265

266 g. The District accepts and admits no responsibility or liability of any kind by reason  
267 of its adoption of the resolution and the establishment of this financial assistance program, the  
268 approval of a property owner for financial assistance, its provision of services to install and  
269 construct the property owner's lateral and sanitary sewer connection, or by reason of a sewer  
270 backup occurring upon any premises within the jurisdiction of the District.  
271

272 h. Any lateral, sanitary sewer connection, low pressure system including pipes, pit,  
273 grinder and other equipment installed or provided with financial assistance under these Rules and  
274 Regulations shall become the sole responsibility of the property owner and his or her successors

275 or assigns from and after one (1) year after the completion of the project for a particular property.  
276 The District or project contractor will warrant materials and labor for one (1) year after the  
277 completion of the project for a particular property. Such warranty shall be exclusive of  
278 incidental or consequential damages, and excludes warranties of merchantability and fitness for a  
279 particular purpose, such warranties being specifically disclaimed.  
280

281 **Section 9. Form of Agreement.** No applicant or property owner may receive any  
282 financial assistance under these Rules or Regulations without having executed an agreement in  
283 writing between the applicant and property owner and the District which shall be referred to as  
284 the “Financial Assistance Agreement.” Said agreement will contain the following terms,  
285 conditions, covenants and other provisions:  
286

287 a. Agreement of the parties to the performance of the scope of work specified by the  
288 Coordinator and included in the proposal of the Contractor;  
289

290 b. Performance of the work by the Contractor in accord with its proposal, at the  
291 proposed contract price together with any provisions for extras, unforeseen conditions, and other  
292 items;  
293

294 c. Access to the premises of the property owner by the Contractor’s personnel,  
295 District personnel, and others required by the District for the purpose of performing, inspecting  
296 or testing the work, and a provision indemnifying and holding the District, its officials,  
297 employees and representatives harmless from and against any claim for injury to the property or  
298 person of the Contractor, its employees or sub-contractors, or any other person or entity by  
299 reason of any dangerous condition of the property owner’s premises, or act or omission of the  
300 property owner, applicant, or those acting for or at their direction;  
301

302 d. Representation that the applicant and property owner have read these Rules and  
303 Regulations, agree to be bound by them and that they shall be deemed to constitute a part of the  
304 Financial Assistance Agreement;  
305

306 f. Agreement that, in the case of a project described in Section 8 (d) (1) above, the  
307 District shall be responsible for the payment of no more than fifty percent (50 %) of the project  
308 costs which shall consist of the total price of the Contractor’s work for the items described in  
309 Section 5 above, and that the Property Owner shall pay fifty percent (50%) thereof;  
310

311 g. In the case of a project described in Section 8 (d) (1) above, agreement by the  
312 Property Owner to deposit a sum of money equal to an amount determined by the Coordinator,  
313 but in no event less than fifty percent (50%) of the total amount of the Contractor’s proposed  
314 price for the work, with the District prior to the issuance of Notice to Proceed to the Contractor,  
315 and subject to increase in the course of the project in the event the project costs increase due to  
316 unforeseen conditions and extras, or for any other reason. The Property Owner, upon written  
317 request to the District, may be granted leave to pay said fifty percent (50%) in no more than  
318 twelve (12) equal monthly installments, without interest. In the event such request is granted by  
319 the District, the District shall issue notice to Proceed to the Contractor upon receipt of the first  
320 monthly installment from the Property Owner;

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h. Provision for the return of excess amounts deposited by the property owner, if necessary, and the provision for the collection of amounts in addition to the deposit if necessary, together with the agreement to grant to the District an equitable lien on the parcels to secure any sums due and unpaid by the property owner under the agreement;

i. Allowance of attorney fees and expenses of litigation to the prevailing party in any proceeding to enforce the provisions of the agreement;

j. A provision whereby the Property Owner waives, releases and discharges the District from any claim of liability by reason of any sanitary sewer backups or any consequence of the property owner's participation in the Financial Assistance Program including but not limited to the District's determination of the scope of work, selection of the contractor to be utilized, implementation and completion of the work, or the owner's eligibility, participation or funding priority in the program.

k. Such other provisions as the Board or Coordinator shall deem necessary or desirable.

**Section 10. Financial Requirements; Payments.** In the case of a project described in Section 8 (d) (1) above, the property owner shall pay a sum equal to fifty percent (50%) of all project costs which may include, in addition to the price of the Contractor's work, any extras, charges for additional labor or materials for unforeseen conditions, costs of testing and inspection of the work, and other direct charges, all of which shall be referred to collectively as the "project cost." The District shall pay no more than fifty percent (50%) of the project cost. The Property Owner, upon written request to the District, may be granted leave to pay said fifty percent (50%) in no more than twelve (12) equal monthly installments, without interest. In the case of a project described in Section 8 (d) (2) above, no such deposit is necessary. The total amount paid by the District for Financial Assistance Program projects in any fiscal period shall not exceed the sum appropriated and authorized by the Board for that period. The Coordinator shall supervise the provision of the necessary vouchers, progress affidavits and billings to the Clerk-Treasurer of the City, and the issuance of checks in payment for the work and any other amounts due to the District or property owner hereunder. The Clerk-Treasurer shall issue monthly statements for any installment payments due from Property owners pursuant to Section 9(g) and this section.

**Section 11. Notice to Proceed.** Upon execution of the Financial Assistance Agreement by the property owner, and the receipt of the deposit of property owner's funds required under that agreement and Sections 9 and 10 of these Rules and Regulations, the Coordinator shall issue written notice to the Contractor to proceed with the work.

**Section 12. Inspections.** With respect to projects approved for the Financial Assistance Program, the Coordinator shall inspect the building served or to be served by the lateral at the point of its connection, shall inspect the progress of the work by the Contractor in each Financial Assistance Program project, and inspect the final work, conducting or assisting in the conduct of tests of the new lateral or low pressure line. Such inspections or tests may be

367 conducted, at the Coordinator's sole option, by a sub-contractor or consultant, and the cost of  
368 same shall be borne by the property owner and District in the same proportions as in the work of  
369 the Contractor.

370  
371 **Section 13. Audit and Examination of Records.** The Property Owner,  
372 Applicant, Contractor or any sub-contractor to the District, in relation to any Financial  
373 Assistance Program Project approved and funded under these Rules and Regulations, shall  
374 produce and allow inspection of any records of payment, work contracted and performed,  
375 inspections and related documents in the possession of such party upon request by the District,  
376 the State Board of Accounts, or any other agency of the State of Indiana or the United States.

377  
378 **Section 14. Appeal.** An applicant or property owner aggrieved by a  
379 determination of the Coordinator under these Rules and Regulations may appeal to the Board by  
380 making a written request to the President of the Board, detailing the grounds for appeal,  
381 requesting relief, and providing copies of any supporting documents. The Board will hear such  
382 appeal at its next regularly scheduled meeting, and shall notify the appellant applicant and  
383 property owner of the date, time and place thereof in writing. The applicant and property owner  
384 may appear and make a presentation to the Board in support of the appeal. The Board may hear  
385 the Coordinator or other persons in connection with the issues raised. The Board shall determine  
386 such appeal and give written notice of its action to the applicant and property owner. Such  
387 action shall be final and binding upon the applicant, property owner and District.

388  
389 **Section 15. Amendment.** These Rules and Regulations may be amended only in  
390 writing, by an instrument duly adopted and approved by the Board.

391  
392 **Section 16. Governing Law; Conflicts.** These Rules and Regulations shall be  
393 construed and governed by the laws of the State of Indiana. In the event of conflict in any  
394 provision with the resolution or statute, the conflicting provision of the resolution or statute shall  
395 prevail.

396  
397 **Section 17. Severability.** The provisions of these Rules and Regulations shall be  
398 severable. In the event that any section, subsection, term or condition of these Rules and  
399 Regulations is determined by a court of competent jurisdiction to be void or unenforceable, then  
400 the remaining provisions shall remain unaffected, and shall continue to be applied to the fullest  
401 extent practicable.

402

## **Applicant's Procedure for HSD Financial Assistance for New Sanitary Sewer Connections**

**Obtain a copy** of the Application, the Hobart Sanitary District Resolution 2014-02 and the Policy on Financing of New Sanitary Sewer Connections Rules and Regulations. Applications and the related information is available at:

[www.cityofhobart.org](http://www.cityofhobart.org) under Departments / Sanitary and Stormwater District  
or at the City Engineer's Office, Hobart City Hall, 414 Main St., Hobart, IN

### **Complete Application:**

Cover Sheet: General information needed for your request.

Parcel Information: each parcel of property served by the new sanitary sewer connection must have a separate information sheet completed as part of the application process. Your property may have more than one parcel (lot) associated with it for this connection. Check with the HSD Coordinator to assure you are providing sufficient information for all the parcels that are to be served by the new sewer connection.

Attach Supporting Documents: as requested on the application.

### **Submit the Application to the Coordinator for Review:**

The Coordinator will review the application, verify the information provided and contact you for any additional information required. The Coordinator will inspect the property, meet with the City Engineer and any other staff as needed and make a preliminary determination including any special conditions which may be needed for your project.

### **If Application is Approved, the Coordinator obtains a written proposal from a Contractor:**

The Coordinator will request that the designated Contractor provide a written proposal to complete your connection. He will then review the proposal with you, including the work that will be done under the contract, the terms of payment, and any other provisions needed as part of the proposal.

### **If you agree with the Contractor's Proposal:**

A "Financial Assistance Agreement" will be prepared by the Coordinator and given to you for review and signing.

### **Deposit Requirements:**

A deposit of 50% of the total Contractor's proposed price for the work is due before a notice to proceed is issued to the Contractor. Payment is to be made to the Hobart Sanitary District. Upon written request to the Hobart Sanitary Board, you may be allowed to enter into a payment plan, making this payment over no more than twelve (12) monthly installments, without interest. The Coordinator will take your request to the Sanitary Board for their approval of this installment plan.

### **Notice to Proceed Issued:**

Upon receipt of the deposit and the signed Financial Assistance Agreement, the Coordinator will issue a Notice to Proceed to the Contractor and the work will begin.

**HOBART SANITARY DISTRICT  
APPLICATION FOR FINANCIAL ASSISTANCE  
FOR NEW SANITARY SEWER CONNECTIONS**

**Applicant's Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Applicant's Address:** \_\_\_\_\_

If Organization or Business:

**Organization/Business Name:** \_\_\_\_\_

**Authorized Principal or Officer Name:** \_\_\_\_\_

**Date & Place of Incorporation/Registration in Indiana:** \_\_\_\_\_

**Supporting Documentation Attached:** \_\_\_\_\_ **Number of Parcels:** \_\_\_\_\_

For each parcel occupied by the building served by the lateral sought to be constructed and each parcel in which said lateral will be located:

Common Address; Legal Description; Assessor's Property Number;

Name & Address of property owner(s)

Documents evidencing ownership:

(i.e. recent property tax duplicate; memorandum of title or title commitment;

Certified copy of recorded Deed of Conveyance not more than 90 days old)

If the Applicant is not the property owner of each parcel, Written Consent of the property owner of each parcel including the owner's agreement to be bound by the application, Rules and Regulations and the determinations of the Coordinator (subject to any right of appeal under Section 14).

Narrative statement of reasons for seeking assistance. (including condition of septic system and any existing sanitary sewer lateral, the presence of a sump and/or sump pump, whether any downspouts or perimeter drains are connected to the sanitary sewer system of the District.

Current Zoning Classification of parcels; Drainage or Stormwater collection, detention discharge requirements per action of the Plan Commission or Board of Zoning Appeals. If PUD: copy of the PUD Ordinance and the approved plat.

**Is the property located within 300 feet of a sanitary sewer main?** \_\_\_ Yes \_\_\_ No

I hereby certify under the penalties for perjury that I have read the Hobart Sanitary District Resolution 2014-02 and the Policy on Financing of New Sanitary Sewer Connections Rules and Regulations and agree to be bound thereby, and that the statements contained in the application are true and that the supporting documents are true and accurate to the best of my knowledge and belief.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
PRINTED NAME OF APPLICANT

\*\*\*\*\*

FOR COORDINATOR'S USE ONLY:

Contractor's full written proposal requested: \_\_\_\_\_

Financial Assistance Agreement presented to Applicant/Owner: \_\_\_\_\_ Executed: \_\_\_\_\_

Deposit (if applicable): \$ \_\_\_\_\_ Received: \_\_\_\_\_ Request to Board for Installment Plan: \_\_\_\_\_

Notice to Proceed Issued: \_\_\_\_\_

**Applicant's Name:** \_\_\_\_\_

**Parcel #** \_\_\_\_\_

**Common Address of Parcel:** \_\_\_\_\_

**Legal Description of Parcel:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Assessor's Property Number:** \_\_\_\_\_

**Name & Address of Property Owner(s):** \_\_\_\_\_

\_\_\_\_\_

**Evidence of Ownership Documents Attached:**

- Recent property tax duplicate
- Memorandum of Title or Title Commitment
- Certified copy of recorded Deed of Conveyance (*Certified within the last 90 days*)
- Other (*please specify*): \_\_\_\_\_

**Is the Applicant the property owner of this parcel?** \_\_\_\_\_ Yes \_\_\_\_\_ No

If No, is a written consent of the property owner for the applicant to apply for financial assistance and agreeing to be bound by the application, Rules and Regulations and the determinations of the Coordinator (subject to any right of appeal under Section 14) attached? \_\_\_\_\_ Yes \_\_\_\_\_ No

**Narrative Statement of Reasons for seeking Assistance** (*Include condition of septic system and any existing sanitary sewer lateral, the presence of a sump and/or sump pump, whether any downspouts or perimeter drains are connected to the sanitary system of the District*): Attach any related documentation.

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Current Zoning Classification:** \_\_\_\_\_ (*If PUD, attach a copy of the PUD Ordinance and Approved Plat.*)

**Are there any drainage or storm water collection, detention or discharge requirements which apply to this parcel by action of the Plan Commission or the Board of Zoning Appeals?**

\_\_\_\_\_ Yes (*if Yes, attach requirements as additional page*) \_\_\_\_\_ No

**HOBART SANITARY DISTRICT**  
**Financial Assistance Agreement**

THIS AGREEMENT is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the Sanitary District of the City of Hobart, Indiana (“District”), a political subdivision and special taxing district of the State of Indiana by and through its authorized signatory, and \_\_\_\_\_ (*Name of Owner(s)*) the owner or owners (“collectively “Owner”) of improved real estate commonly described as (*insert property address*) \_\_\_\_\_, Hobart, Indiana 46342 (“the “property”).

1. The above-referenced property owner is required, under the rules and regulations of the Hobart Sanitary District and the ordinances of the City of Hobart, to install a new lateral sewer and connections from the owner’s home to the main sewer required to replace a failed septic system or because the property is located within 300 feet of a sanitary sewer main pursuant to §53.002 (H) of the Municipal Code of the City of Hobart.

2. Pursuant to the Hobart Sanitary District’s policy on financing of new sanitary sewer connections rules and regulations, the Hobart Sanitary District will pay 50% (fifty percent) of the cost of covered expenses under Section 5 of said Rules and Regulations, inclusive of the District’s tap-in fee, provided that, the property owner agrees to contract the work in accordance with Section 9 of said Rules and Regulations, within 90 days of the written order to connect issued by the District. After the elapse of ninety (90) days from the written order to connect issued by the District, the District will pay 25% (twenty-five percent) of the cost of covered expenses under Section 5 of said Rules and Regulations, provided that, the property owner agrees to contract the work in accordance with Section 9 of said Rules and Regulations.

3. The undersigned owner or owners of the above-described improved real estate hereby request financial assistance from the District to defray the cost of installation of a new sanitary sewer lateral line from the sewer main to the connection in the property, include all expenses covered by said Rules and Regulations. The District hereby grants such assistance upon the following terms;

a. The District will pay not more than \_\_\_\_\_ per cent ( \_\_\_\_\_ %) of said covered charges, such payment to be made directly by the District to the Contractor;

b. The undersigned owner agrees to contract the work in accordance with §9 of said rules and regulations;

c. The scope of work to be performed by the contractor shall be specified by the District and included in the proposal of the Contractor;

d. Performance of the work by the Contractor shall be in accord with its proposal, at the proposed contract price together with any provisions for extras, and unforeseen conditions;

e. The owner grants access to the premises of the property owner by the Contractor's personnel, District personnel, and others required by the District for the purpose of performing, inspecting or testing the work, and, further, agrees to indemnify and hold the District, its officials, employees and representatives harmless from and against any claim for injury to the property or person of the Contractor, its employees or sub-contractors, or any other person or entity by reason of any dangerous condition of the property owner's premises, or act or omission of the property owner, applicant, or those acting for or at their direction.

f. The Owner represents that the Owner and applicant have read said Rules and Regulations, agree to be bound by them and that they shall be deemed to constitute an integral part of this Financial Assistance Agreement;

g. the Owner agrees that, the District shall be responsible for the payment of no more than \_\_\_\_\_ percent (\_\_\_\_%) of the covered project charges which shall consist of the total price of the Contractor's work for the items described in Section 5 of said Rules and Regulations, and that the Property Owner shall pay the balance thereof.

h. The Property Owner is granted a loan by the District to the extent of the \_\_\_\_% of the covered charges under said Rules and Regulations for which the Owner is responsible, in an amount equal to \$ \_\_\_\_\_, which shall be paid in no more than twelve (12) equal monthly installments, without interest. Owner shall pay the first installment in the amount of \$ \_\_\_\_\_ at the time of execution of this Agreement. The District shall issue Notice to Proceed to the Contractor upon receipt of the first monthly installment from the Property Owner;

i. The owner agrees that the amount loaned by the District shall be subject to adjustment for change orders due to meet unforeseen conditions. In such case, the District shall give written notice of same to the owner when construction is concluded, and the remaining monthly installments on the loan will reflect the newly adjusted amount. All payments to the contractor shall be made by the District. The monthly payments due and owing shall be billed by the City Clerk-Treasurer to the Owner, and the owner shall pay each installment when due, but in no event more than fifteen (15) days after the date of the billing. Owner grants to the District an equitable lien on the property to secure any sums due and unpaid by the property owner under this agreement.

j. Reasonable attorney fees and expenses of litigation may be recovered by the prevailing party in any proceeding to enforce the provisions of the agreement.

k. The Property Owner waives, releases and discharges the District from any claim of liability by reason of any sanitary sewer backups or any consequence of the property owner's participation in the Financial Assistance Program including but not limited to the District's determination of the scope of work, selection of the contractor to be utilized, implementation and completion of the work, or the owner's eligibility, participation or funding priority in the program.

1. After a period of one year from and after the completion of construction of the lateral, the Owner is solely responsible for the maintenance, operation and repair of the lateral for any reason.

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

HOBART SANITARY DISTRICT  
("DISTRICT")

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Name Printed