

**2014**

**WASTEWATER  
UTILITY SYSTEM**

**AGREEMENT FOR UTILITY SERVICE**

**FOR**

**HARTWOOD VILLAGE SUBDIVISION**

**TRIBUTARY SERVICE AREA TO  
THE PROPHET’S RIDGE REGIONAL LIFT STATION**

**CITY OF WEST LAFAYETTE, INDIANA**

## **WASTEWATER UTILITY SYSTEM COST RECOVERY FEE PROGRAM**

### **SCOPE**

This program is intended to address the growth and development of the City of West Lafayette wastewater utility systems through the coordination of the City of West Lafayette Collection system master plan and the private development initiatives for proposed residential, commercial and industrial projects.

The use of infrastructure fees (Cost Recovery Fees) are proposed as a method of recovery of costs expended by the City of West Lafayette for implementation of portions of the Collection System master plan.

### **COST RECOVERY FEE FEATURES**

**Areas to the north and west of the City of West Lafayette are potential sites for future wastewater utility service. Pre-existing factors and topographic and geographic features contribute to the division of this overall area into unique service areas based on the complexity of providing service. The program is further designed to recognize the effect of alternative land use on discharge flow rates.**

Implementation: The City of West Lafayette will direct and coordinate the implementation of all utility extensions. The Board of Public Works and Safety reserve the right to modify, alter or adjust this program, Cost Recovery Fees, or any feature thereof as deemed necessary.

Area Fee: Costs reflecting collection system installations in particular service areas not common to other areas. These installations may recognize specific topographic or other unique features and are expressed on a per acre basis.

Flow Fee: A cost derived for consumers and/or dischargers of large quantities of wastewater. Charges are imposed for users requiring usage over and above a normal usage allowance of 1560 gpd/acre. Flow usage is determined using IDEM design summary stipulated amounts. This charge is expressed on a per-acre basis.

Acreage: Acreage utilized for the Cost Recovery Fee computation is the total area for the development project as set forth in the property legal description. Said area includes all buildings under roof, parking area, drives, green space, drainage ways, utility easements, etc.

**Oversizing Credit:** The City of West Lafayette shall allow a credit against the Cost Recovery Fee charges (Area Fee + Flow Fee) for oversizing/extra depth of a sanitary sewer line extension beyond the code minimum size diameter required by the proposed project and the size required by the City.

**Collection System Extensions Cost Recovery:** Collection system extensions shall be the responsibility of the project developer, constructed to City specifications and standards and, upon approval of the constructed facilities, be turned over to the City as public facilities:

**Extensions shall be constructed to the point of service for the particular development. The developer is not required to extend said utility extensions through the project area to the limit of their property boundary. The developer is required to grant such easements as may be required (in favor of the City of West Lafayette) to permit the extension of the utility line by others for future developments.**

**No additional cost recovery for utility lines and/or facilities constructed by the developer (thence turned over to the City) along an off-site route shall be provided through the Cost Recovery Fee program, other than the aforementioned oversizing credit.**

**Credits Limit:** The summation of all project credits may not exceed the Cost Recovery Fee charges (Area Fee + Flow Fee).

**Utility Service Agreement:** A document prepared for execution between the City of West Lafayette and a potential utility customer describing the location and terms for provision of utility (sanitary sewer) service to a proposed residential, commercial or industrial development including any appropriate fees and their terms of payment. The term of a utility service agreement shall be for 60 months; however it may be extended or renewed at the discretion of the City's Board of Public Works and Safety subject to payment of appropriate fees or charges.

**Annexation:** West Lafayette City Code section 30.06.9 provides that no person may connect to a West Lafayette sewer outside the city limits with the exception of property, which, consistent with city planning, should become a part of the corporate limits of the city in the future. The subject area is within the city limits and is not subject to remonstrance waiver requirements.

Payment Timetable:

Residential (single family)  
Residential (multi family)  
Commercial  
Industrial  
10% upon execution of the Utility Service Agreement  
90% upon application for a building permit (s)

In the event that an Owner/Developer has not recorded a final plat and/or completed the proposed project within the standard Utility Service Agreement term (60 months), the initial 10% payment to the city shall be forfeited without further obligation of the City to provide or guarantee availability of utility (sewer) service. Should the Owner/Developer wish to extend the Utility Service Agreement for an additional period (60 months), an additional 10% payment shall be required. Thence the remaining 80% due and payable upon application for a building permit(s). Beyond 120 months, further extension of the Utility Service Agreement with subsequent payments shall be permitted only upon the written approval of the City of West Lafayette Board of Public Works and Safety.

CITY OF WEST LAFAYETTE – UTILITY COST RECOVERY PROGRAM

(HARTWOOD VILLAGE SUBDIVISION  
TRIBUTARY SERVICE AREA TO THE EAST  
SUBBASIN OF THE PROPHET’S RIDGE REGIONAL LIFT STATION)

Total Service Area Acreage = 414 Acres (Lift Station)

Project Area Acreage = 16.90 Acres (Hartwood Village SD)

WASTEWATER

|   |                       |
|---|-----------------------|
| 1. Prophets Ridge Lift Station Equipment and Installation | \$ 1,046,259.87       |
| 2. Oversizing Credit                                      | <u>less (\$ 0.00)</u> |
| TOTAL   | \$1,046,259.87        |

SERVICE AREA FEE =  $\frac{\$1,046,259.87}{414 \text{ Ac.}} = \$ 2,527.20$

AGREEMENT FOR UTILITY SERVICE

Pursuant to the attached conditions, the City of West Lafayette agrees to accept sanitary sewage from a proposed 16.90± acre residential development, known as Hartwood Village Subdivision, located on the east side of County Road 75 E, between Soldier's Home Road and County Road 500 N. The implementation plan for this development anticipates that the development will be done in one phase with Cost Recovery Fees paid pursuant to the platted acreage of the entire development. Any addenda to this agreement shall be subject to the then current terms and conditions stated in the City of West Lafayette Wastewater Utility Cost Recovery Fee Program dated November 4, 2005.

IN WITNESS THEREOF, the undersigned have executed this agreement this \_\_\_\_\_ day of May, 2014.

CITY OF WEST LAFAYETTE  
BOARD OF PUBLIC WORKS AND SAFETY

OWNER / DEVELOPER

\_\_\_\_\_  
John R. Dennis, Mayor

\_\_\_\_\_  
Sana G. Booker, Member

\_\_\_\_\_  
Bradley W. Marely, Member

\_\_\_\_\_  
Jonathan C. Speaker, Member

\_\_\_\_\_  
Shawn R. Little, Member

ATTEST:

\_\_\_\_\_  
Judith C. Rhodes, Clerk-Treasurer

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF TIPPECANOE )

Before me the undersigned, a Notary Public for the County of Tippecanoe, State of Indiana, personally appeared John R. Dennis, Mayor, Sana G. Booker, Bradley W. Marely, Jonathan C. Speaker and Shawn R. Little, Board Members and acknowledged the execution of the foregoing instrument this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public  
Resident of Tippecanoe County

My Commission Expires: \_\_\_\_\_

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF TIPPECANOE )

Before me the undersigned, a Notary Public for the County of Tippecanoe, State of Indiana, personally appeared \_\_\_\_\_, President of \_\_\_\_\_, who acknowledged the execution of the foregoing Agreement for Utility Service this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public  
Resident of \_\_\_\_\_ County

My Commission Expires: \_\_\_\_\_

## CONDITIONS FOR UTILITY SERVICE

1. Acceptance of the conditions in the attached Statement of Policy for utility service.
2. The Owner/Developer shall provide all easements necessary to provide utility (sewer) service at no cost to the City of West Lafayette.
3. The implementation plan for this development anticipates that the development will be done in a single phase with the balance of the cost recovery fees being due at the time of this agreement. It is also anticipated that additional adjoining acreage may be added to this agreement by addendum and said additional acreage is to be assessed the Cost Recovery Fees in effect at the time of execution of said addendum.
4. Sanitary Sewer:

Existing sanitary sewer systems are located near the proposed development and have sufficient size and capacity to serve said development. The City of West Lafayette has previously constructed wastewater lift stations, force mains and interceptors to serve this general area.

Sanitary sewer service shall be provided for this project at one point of connection:

A. The Owner/Developer shall extend, at their cost, the existing sanitary sewer line from their point of connection to the points of service of their project, all as approved by the City. The sanitary sewer extension size will be maintained at 8 inch diameter minimum. Any cost of over-sizing or extra depth/extension requested by the City on the proposed extension of the existing sewer shall be credited to the Wastewater Cost Recovery Fee to be charged to the Owner/Developer after the costs of such over-sizing are examined and verified by the City as being reasonable and representative of current costs within the wastewater industry.

In recognition of prior and current construction of wastewater lift stations, force mains and interceptor sewers by the City to serve this general area, the Owner/Developer agrees to pay said City the Wastewater Cost Recovery Fee of \$2,527.20 per acre of platted development, adjusted only by such additional charges or credits as specifically set forth in this Agreement for Utility Services and attachments.

The fees are to be calculated and paid pursuant to the platted acreage of each phase as each phase is initiated.

## SUMMARY OF COSTS AND PAYMENTS

Payment due upon the execution of a Utility Service Agreement and/or any addendum to the Utility Service Agreement for each phase initiated equals platted acreage times the Wastewater Cost Recovery Fee set forth herein times ten percent (10%).

The remaining balance of the Wastewater Recovery Fee for each phase initiated/platted will be due and payable at the time of application for a sewer permit for each lot and will equal the sum of the following: platted acreage times the Wastewater Recovery Fee set forth herein adjusted only by such additional charges or credits as specifically set forth in this Agreement for Utility Services and attachments, the resultant sum then being divided by the number of platted lots in said phase.

All construction shall be subject to all applicable City standards as noted elsewhere in the Utility Service Agreement.

Upon completion, all sanitary sewers shall be accepted by the City of West Lafayette as public sewers without residual obligation to the Owner/Developer.

No additional tap or cost recovery fees are required from the Owner/Developer for said sewer service save those fees provided for and required under City Ordinance. Other sanitary sewer assessments and fees to be paid to the City for service to each lot:

- |                                       |          |
|---------------------------------------|----------|
| 1.) North River Road Interceptor      | \$400.00 |
| 2.) Basic Tap Fee (¾" service)        | \$200.00 |
| 3.) Lateral Connection Inspection Fee | \$50.00  |

## STATEMENT OF POLICY UTILITY SERVICE

This document is prepared as a general statement of policy for connection to the sanitary sewer system of the City of West Lafayette. Unusual or extra-ordinary service conditions may justify additional and/or alternative requirements.

No utility service, sanitary sewer, will be provided until all technical and monetary matters have been satisfied.

### **SANITARY SEWERS**

1. Provisions of sanitary sewer service are conditioned on the acceptance and usage of Indiana-American Water Company, Inc. (or successors) water system where such waterlines are within reasonable connection distance.
2. All sanitary sewers proposed for connection to the City of West Lafayette system shall be constructed of the highest quality state-of-the-art materials, built using sound construction practices in accordance with City of West Lafayette guidelines, standards, Sewer Use Ordinance and the Ten States Standards, all to the acceptability of the Board of Public Works & Safety.
3. Private sanitary sewers are not generally permitted. Connection may be allowed for such sewers per direction of the City.
4. Application for connection to the sanitary sewer system shall be initiated at the City Engineer's Office.
5. All required technical data, design documents, plans and specifications, permits and approvals shall be delivered to and acknowledged by the Wastewater Treatment Utility and the City Engineer prior to the initiation of construction by the developer.
6. Payment of permit fee, Cost Recovery Fees and/or sewer agreement fees shall be made to the City before the issuance of a sewer connection (tap) permit.

**COST RECOVERY FEE  
(DEVELOPER)**

Project Title: Hartwood Village Subdivision

Project Acreage: 16.90

Number of Lots: 57

Schedule of Fees:

1. Charges:

Prophets Ridge Lift Station Costs:  
Lift Station and Force Main  
Design Fee  
Engineer Inspection  
Road Repairs

Total Charges: \$ 1,046,259.87

\$ 1,046,259.87 = \$ 2,527.20/acre  
414 acres

Total \$ 2,527.20/acre X 16.90 acres = \$ 42,709.68

2. Credit:

10" Sewer along CR75E to service area to the north of Project

Total Credit: \$ 24,450.00

3. Net Due:

|                                   |   |                       |
|-----------------------------------|---|-----------------------|
| Total Recovery Cost (16.90 acres) | = | \$ 42,709.68          |
| Less Credit                       | = | <u>(\$ 24,450.00)</u> |
| Net Due                           | = | \$ 18,259.68          |

4. Down Payment:

Total Down Payment (0.10) X \$ 18,259.68 = **\$ 1,825.97**

**COST RECOVERY FEE  
(LOT)**

City Cost:

1. Lift Station Cost Recovery:

\$2,527.20/acre X 16.90 acres = \$18,259.68

2. Down Payment:

|                   |                      |
|-------------------|----------------------|
| Net Due           | \$ 18,259.68         |
| Less Down Payment | <u>(\$ 1,825.97)</u> |
|                   | \$ 16,433.71         |

3. Lot Fee:

**Lot Fee =  $\frac{\$ 16,433.71}{57} = \$ 288.31$**

**SAY \$290.00 per Lot**

**LOT ASSESSMENT TOTALS  
HARTWOOD VILLAGE SUBDIVISION  
16.90 ACRES, 57 LOTS**

|                                 |                                    |
|---------------------------------|------------------------------------|
| 1. Cost Recovery Fee            | \$ 290.00                          |
| 2. North River Road Interceptor | \$ 400.00                          |
| 3. City Sanitary Sewer Tap Fee  | \$ 200.00 (based on ¾" meter size) |
| 4. Inspection                   | <u>\$ 50.00</u>                    |
| <b>Total Lot Assessment:</b>    | <b>\$940.00</b>                    |