



BUILDING, PLANNING & DEVELOPMENT

260.925.6449 p | 260.925.3342 f | 210 S Cedar St / PO Box 506 Auburn, IN 46706 | bpd@ci.auburn.in.us

Instructions to Connect to City Utilities for Property Outside City Limits

1. PRELIMINARY DISCUSSION:

Contact the appropriate City Utility Department and the City Engineering Department to discuss the project and determine requirements for the connection.

- Auburn Engineering Department (260) 925-8264
- Auburn Water Department (260) 925-5711
- Auburn Water Pollution Control Department (260) 925-1714

2. UTILITY CONNECTION SUBMITTAL REQUIREMENTS:

Complete the Board of Public Works and Safety Application Packet and provide the following information.

- Completed Application
- Copy of the recorded deed for the property
- Plans illustrating the location, size, depth and materials of the connection.
- Completed Non-Remonstrance Agreement, with notarized signature of owners

3. **PLAN REVIEW & ROUTING:** The completed application packet will be routed to all appropriate City and County Departments for review. Plan review comments from each Department will be compiled and provided to the applicant. Revisions and resubmittals may be necessary. The initial Plan Review and Routing Process takes about two weeks and review of revised plans takes an additional week for each set of revisions.

4. **MEETING:** Once all of the revisions are made and all plan review comments are satisfied, the Department of Building, Planning, and Development will present the Utility Connection Request and Non-Remonstrance Agreement to the Board of Public Works and Safety. Attendance by a representative from the project is typically not required.

5. **APPROVAL:** Upon approval, the Non-Remonstrance Agreement will be recorded in the Office of the DeKalb County Recorder. The Department of Building, Planning, and Development will provide a copy of the recorded Non-Remonstrance Agreement to the applicant.

6. **PERMITS:** Once approval is granted, the applicant is responsible for acquiring the connection permits from the Department of Building, Planning and Development. The contractor is responsible for contacting the Water, WPC, and Engineering Departments for inspections.

**APPLICATION TO CONNECT TO CITY SANITARY SEWER AND/OR WATER SERVICES
OUTSIDE THE CORPORATE LIMITS OF THE CITY OF AUBURN**

Board of Public Works and Safety, City of Auburn, Indiana

To be filed with the Department of Building, Planning and Development
210 South Cedar Street, P.O. Box 506, Auburn, Indiana 46706-0506
Phone: 260-925-6449 Fax: 260-925-8239 E-Mail: bpd@ci.auburn.in.us

“Owner” is the person(s) or organization that currently holds title to the property to be served.

Owner _____ Phone _____

Address _____ Fax _____

Address of the property to be served: _____

If applicable: Subdivision Name _____, Section # _____, Lot # _____

This request is for _____ City of Auburn sanitary sewer service _____ City of Auburn potable water service

Attach:

- _____ 1. A copy of the recorded deed for the property.
- _____ 2. A site plan showing details and dimensions of the property to be served by the utility.
- _____ 3. A plan providing details of the pipes and related improvements required for connection to the City's sewer and/or water mains.
- _____ 4. The Sanitary Sewer Service/Water Service and Non-Remonstrance Agreement signed and notarized.

_____/_____/_____
Signature Phone Date

_____/_____/_____
Signature Phone Date

Board of Public Works and Safety Action:

APPROVED / DISAPPROVED this _____ day of _____, 20 _____

OFFICE USE Dates of Receipt for application, Meeting Dates and Approval:

Application _____ by _____ Deed _____ by _____

Agreement _____ by _____ Site plan _____ by _____

Certificate of Authorization _____ by _____ Routing _____ by _____

Other _____

**SANITARY SEWER SERVICE, WATER SERVICE AND NON-REMONSTRANCE AGREEMENT
CITY OF AUBURN, INDIANA**

THIS AGREEMENT made and entered into this ____ day of _____, _____, by and between the City of Auburn, Indiana, a Municipal Corporation in DeKalb County, State of Indiana ["City"], and _____, ["Owners"];

WITNESSETH:

WHEREAS, City owns and operates sanitary sewage and water works serving properties situated within the corporate boundaries of the City of Auburn, DeKalb County, Indiana; and

WHEREAS, Owner is the owner of the following described real estate situated outside the corporate boundaries of said City, but within four (4) miles of said corporate boundaries, and located in DeKalb County, Indiana, to wit:

Address: _____.

(See attached - Exhibit A Legal Description)

Owner having acquired said real estate at Document _____, Deed _____ Plat Record _____, Page _____, in the Office of the Recorder, DeKalb County, Indiana ["Real Estate"], which Real Estate is not currently served by the sanitary sewage and water works of said City; and

WHEREAS, as a condition to providing sanitary sewer and water services to real estate situated outside the corporate boundaries of said City, City does require the owner of said real estate to pay the cost of sanitary sewer and water lines and related facilities necessary to serve said real estate; to pay to City the established sanitary sewer and water tap, connection and availability fees; and to waive, for themselves, their personal representatives, heirs, transferees, successors and assigns, their right to remonstrate against any annexation of the real estate served by City's sanitary sewage and water works, pursuant to Indiana Code 36-9-22-2.

NOW THEREFORE, for and in consideration of the foregoing premises and the mutual agreements contained herein, the parties hereto agree as follows:

1. City hereby agrees to permit the above described Real Estate owned by Owner to be served by the sanitary sewage and water works of said City, notwithstanding the fact that said Real Estate is currently situated outside the corporate boundaries of the City of Auburn.
2. Owner shall pay City's established sanitary sewer and water tap, connection and availability fees and the cost of all sanitary sewer and water lines and related facilities necessary to serve said Real Estate with sanitary sewer and water services from existing mains that lie adjacent to said Real Estate; Owner shall acquire such easements as may be necessary to construct, operate, repair, maintain and replace such sanitary sewer facilities and water lines; and Owner shall bear all costs of installing the sanitary sewer and water lines and facilities so constructed.
3. The sanitary sewer and water lines and facilities to be constructed from said Real Estate to City's existing sanitary sewer and water mains shall be for the sole use and benefit of Owner and Owner shall not permit any other owner of real estate to connect onto said sanitary sewer and water lines without the prior written consent of City.
4. In consideration for the rights granted herein, and pursuant to the provisions of IC 36-9-22-2(c), Owner does for itself, its personal representatives, heirs, transferees, successors and assigns, hereby expressly waive the right to remonstrate against any pending or future annexation into the corporate limits of the City of Auburn, Indiana, the area served by City's sanitary sewage and water works, specifically including, but not limited to, said Real Estate.

5. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs, transferees, successors and assigns, and shall be and constitute a covenant running with said Real Estate.

And,

6. The City shall record this Agreement in the Office of the Recorder of DeKalb County, Indiana.

IN WITNESS WHEREOF, City and Owner have executed this Agreement as of the day and year first above written.

“City”

“Owner”

By _____
Norman E. Yoder, Mayor

By _____
Signature

Printed Name

By _____
Signature

Printed Name

**ACKNOWLEDGMENT
OWNER**

STATE OF INDIANA)
) SS:
COUNTY OF DEKALB)

BEFORE ME, the undersigned Notary Public for _____ County, State of _____,
personally appeared the within named _____,
"Owner" herein, and acknowledged the execution of the foregoing instrument this _____ day of _____, 20____.

WITNESS my Hand and Notarial Seal.

Signature _____

Printed Name _____

My Commission Expires _____

**ACKNOWLEDGMENT
CITY OF AUBURN**

STATE OF INDIANA)
) SS:
COUNTY OF DEKALB)

BEFORE ME, the undersigned Notary Public in and for said County and State, personally appeared the within named
Norman E. Yoder, Mayor of the City of Auburn, Indiana, "City" herein, and acknowledged the execution of the foregoing
instrument this _____ day of _____, 20 _____.

WITNESS my Hand and Notarial Seal.

Signature _____

Printed Name _____

My Commission Expires _____

This instrument prepared by: Amy M. Schweitzer, Administrator, Department of Building, Planning and Development, City of Auburn. Approved by: W. Erik Weber, City Attorney, City of Auburn, Indiana.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Patricia M. Miller, Clerk-Treasurer, City of Auburn, Indiana.