



# BUILDING, PLANNING & DEVELOPMENT

260.925.6449 p | 260.920.3342 f | 210 S Cedar St / PO Box 506 Auburn, IN 46706 | [bpd@ci.auburn.in.us](mailto:bpd@ci.auburn.in.us)

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## Instructions for Connection 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:

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

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.



## BOARD OF PUBLIC WORKS AND SAFETY

Department of Building, Planning, & Development

210 S Cedar St PO Box 506 Auburn IN 46706 | 260.925.6449 | 260.920.3342 fax | bpd@ci.auburn.in.us

### APPLICANT INFORMATION

*Provide Contact Name, Company Name (if applicable), Mailing Address, Phone, and Email for each individual.*

Applicant \_\_\_\_\_

Applicant Address \_\_\_\_\_

Applicant Phone \_\_\_\_\_ Email \_\_\_\_\_

Property Owner \_\_\_\_\_

### PROJECT INFORMATION

Name \_\_\_\_\_

Location \_\_\_\_\_

Project Type \_\_\_\_\_

Description \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### SUBMITTAL REQUIREMENTS CHECKLIST

- ☐ Owners Affidavit – if application is not signed by owner
- ☐ Recorded Property Deed
- ☐ Site Plan showing property lines, rights-of-ways, structures, parking, etc.

### CERTIFICATION

*By signing below, I certify the following:*

- I am the owner of legal agent of the subject property;
- The information provided in this application is true and accurate to the best of my knowledge;
- I understand the application will be routed to applicable government and utility agencies;

\_\_\_\_\_  
*Applicant Signature*

\_\_\_\_\_  
*Applicant Printed Name*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Applicant Signature*

\_\_\_\_\_  
*Applicant Printed Name*

\_\_\_\_\_  
*Date*

### OFFICE USE ONLY

Received Date: \_\_\_\_\_ LOGOS#: BOW- \_\_\_\_\_

Received By: \_\_\_\_\_ LOGOS Address: \_\_\_\_\_

Payment Type: \_\_\_\_\_ Receipt Number: \_\_\_\_\_

## **UTILITY SERVICE AND NON-REMONSTRANCE AGREEMENT CITY OF AUBURN, INDIANA**

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Auburn, Indiana, a Municipal Corporation in DeKalb County, State of Indiana [City], and \_\_\_\_\_ [Owner];

### **WITNESSETH:**

**WHEREAS**, City owns and operates both a sanitary sewage utility and water utility 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: \_\_\_\_\_ with legal description attached as Exhibit A.

Owner having acquired said real estate as referenced in Document # \_\_\_\_\_ in the Office of the Recorder, DeKalb County, Indiana [Real Estate], which Real Estate is not currently served by City utilities; and

**WHEREAS**, as a condition to providing utility service(s) 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 service lines and related facilities necessary to serve said real estate; to pay to City the established tap, connection, and assessment 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 either or both of the City's utilities services 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 utility services of the 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 tap, connection, and assessment fees and the cost of all service lines and related facilities necessary to serve said Real Estate with utility 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 utility lines; and Owner shall bear all costs of installing the utility lines and facilities so constructed.
3. The utility lines and facilities to be constructed from said Real Estate to City's existing utility mains shall be private and for the sole use and benefit of Owner. The Owner shall not permit any other owner of real estate to connect onto said utility 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 utility services, 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**

By: \_\_\_\_\_  
David E. Clark Jr., Mayor

**OWNER**

By: \_\_\_\_\_  
Owner (signature / print)

By: \_\_\_\_\_  
Owner (signature / print)

**CITY ACKNOWLEDGEMENT**

State Of \_\_\_\_\_ )  
 ) SS:  
County Of \_\_\_\_\_ )

**BEFORE ME**, the undersigned Notary Public in and for said County and State, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ personally appeared the within named David E. Clark Jr., Mayor for the City of Auburn Indiana herein "City" acknowledged the execution of the foregoing instrument.

**WITNESS** my Hand and Notarial Seal

By: \_\_\_\_\_  
Notary Public, Signature

\_\_\_\_\_  
Notary Public, Printed Name

\_\_\_\_\_  
Number / Expiration Date or Stamp

**OWNER ACKNOWLEDGEMENT**

State Of \_\_\_\_\_ )  
 ) SS:  
County Of \_\_\_\_\_ )

**BEFORE ME**, the undersigned Notary Public in and for said County and State, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ personally appeared the within named \_\_\_\_\_ herein "Owner" acknowledged the execution of the foregoing instrument.

**WITNESS** my Hand and Notarial Seal

By: \_\_\_\_\_  
Notary Public, Signature

\_\_\_\_\_  
Notary Public, Printed Name

\_\_\_\_\_  
Number / Expiration Date or Stamp

This instrument prepared by the Department of Building, Planning and Development, City of Auburn, and approved by: Zachary M. Lightner, 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. Lorrie K. Pontius, Clerk-Treasurer, City of Auburn, Indiana