



## THE BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

2293 North Main Street  
Crown Point, Indiana 46307  
Fax: (219) 755-3064

Kyle W. Allen, Sr., First District  
Jerry Tippy, Second District  
Michael C. Repay, Third District

August 26, 2024

Re: Calumet Township Septic Tank Elimination Project  
Septic Tank Elimination Program (STEP) Enrollment Agreement

Dear Property Owner:

The Lake County Board of Commissioners (County) is constructing a new sanitary sewer collection system in Calumet Township. The project will provide sanitary sewer main pipe near your property. Given the close proximity of the sewer system, your property will be connected to the sewer main via a grinder pump system and/or gravity sewer lateral. The County intends to utilize American Rescue Plan Act funds to make sewer connections available, free of charge, for all properties. A monthly sewer bill of \$85/month would begin in approximately July 2025.

When septic systems fail, sewage is forced to the top of the ground. The result is contamination of surface water which creates a prime habitat for the breeding of mosquitos and diseases. The improvements of sanitary engineering, wastewater treatment, and sanitary sewer installation have largely eliminated the transmission of diseases through open contaminated surface water. In addition to public health and environmental benefits, economic benefits including increased property value and potential land development are direct results of having access to a public sewer system.

Attached, please find the Septic Tank Elimination Program (STEP) Enrollment Agreement for your review and execution. This document grants the County Right of Entry to fully complete this work. If you do not sign and execute the enclosed agreement, your parcel will not be included in the Project. Future connection to the sewer would be possible at your own expense with anticipated cost between \$20,000 and \$25,000.

If you have questions regarding the STEP Enrollment Agreement, please contact the Lake County Commissioners 219-755-3200 or [www.CalumetSTEP.com](http://www.CalumetSTEP.com). If you have questions regarding sewer service, the low-pressure grinder pump system or general construction methods, please contact Jacob Beebe (317-293-3542 ext. 453 or [jbeebe@vsengineering.com](mailto:jbeebe@vsengineering.com)).

Sincerely,

Lake County Board of Commissioners

Enclosure

EXAMPLE

**SEPTIC TANK ELIMINATION PROGRAM ("STEP") ENROLLMENT AGREEMENT**

**Parcel No.:**

**Property Owner Name:**

**Service Address:**

This Septic Tank Elimination Program (STEP) Enrollment Agreement (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between the Lake County Board of Commissioners, hereinafter referred to as "Board," and \_\_\_\_\_, hereinafter referred to as "Customer," with a service address of and \_\_\_\_\_, hereinafter referred to as "Customer Property."

**WHEREAS**, Board is performing a STEP Project called Calumet Township STEP in Customer's neighborhood (the "Project"), and Board is offering to have a contractor perform certain Work for Customer in exchange for Customer entering into this Agreement and granting the Right of Entry (all as defined below); and,

**WHEREAS**, Customer desires to accept the offer and conditions and grant the Right of Entry in order to obtain sanitary sewer services from Board;

**NOW, THEREFORE**, the parties agree as follows:

**1. Work.**

**"Work"** means: Through Board's sewer main construction contractor and its subcontractors, installing and building sewer (also known as a sewer lateral) up to 300 feet from the sewer main and performing all steps required to connect Customer's structure to the Sewage Disposal System per the plans and specifications including sanitary sewer lateral installation; abandoning the Customer's existing septic tank; and, if Customer has a warranty claim as to the workmanship of the installation, performing work to correct the defect in workmanship as described below in Section 6.

- A. This agreement is intended to be for residential customers. However, small businesses may qualify or partially qualify for the program. The Board shall only be responsible for one connection per structure per land parcel.
- B. If the Parcel is Non-residential, please provide the below information:
  - a. Business/Entity Type: \_\_\_\_\_
  - b. # of Employees: \_\_\_\_\_
  - c. # of Bathrooms: \_\_\_\_\_
  - d. # of Sinks: \_\_\_\_\_
  - e. # of Seats if Restaurant/Church: \_\_\_\_\_
  - f. # of Showers: \_\_\_\_\_

## **2. Offer; Payment Terms.**

- A. The Calumet STEP Connection Fee is \$2,500 per Equivalent Dwelling Unit (EDU) which Customer agrees to pay in one lump sum payment on or before the due date on the confirmation that Board will send to Customer (the "Due Date"):
  - a. If Agreement is executed prior to May 15, 2024, the entire Connection Fee and cost of connection shall be waived.
- B. Customer agrees to pay the monthly sewer rate as outlined in the Lake County Sewer Rate Ordinance of \$85.00 in monthly payments beginning approximately July 2025, and more precisely within thirty (30) days of receipt of the monthly invoice.;

## **3. Right of Entry.**

For the purposes stated herein and for no other purpose, Customer grants to Board, Board's Agents, its contractor, and its contractor's subcontractors a right of entry onto the Customer Property for the purposes of performing the Work. If Board's contractor identifies an obstruction or other structure that is or will prevent it from being able to complete the Work, then it will notify Customer, and the contractor and Customer will agree on how to remove the obstruction or other structure or a reasonable way to work around it. Board (or one of its contractors) will restore the Customer Property as close to its original condition as reasonably possible, including placing grass seed on any grassy areas impacted as part of the Work.

## **4. Assignment.**

Customer is not allowed to assign this Agreement to any other person without the written consent of the Board. This Agreement is binding on the heirs, successors and assigns of the parties.

## **5. Customer Representation and Warranties.**

Customer represents and warrants that he or she is, or they are, the owner(s) of the Customer Property and therefore has (or have) sole and exclusive right to grant and convey the Right of Entry described above and to provide Board, its contractor, and its contractor's subcontractors with all rights and privileges necessary to complete the Work. Only the owner(s) of the Customer Property are allowed to enter into this Agreement. Renters and others are not allowed to sign this Agreement.

## **6. Warranty on Workmanship.**

Board warrants the workmanship of the Work for two years from the date the Work was originally performed.

## **7. Miscellaneous.**

- a. **Governing Law; Litigation.**

This Agreement shall be governed by and enforced in accordance with the laws of the State of Indiana. Litigation associated with or arising under this Agreement is allowed to be filed only in the state courts located in Lake County, Indiana.

**b. Environmental Liability.**

Customer agrees that neither Board nor its contractor nor its contractor's subcontractors shall be liable for environmentally related claims arising from or related to conditions on the Customer Property prior to the beginning of the Work.

**c. Entire Agreement; Amendments.**

This Agreement sets forth the entire agreement and understanding between Customer and Board. Customer and Board agree that no other agreements or promises, verbal or written, exist between them. This Agreement may be amended only by the express, written agreement of both Customer and Board.

**8. Notice.**

Board will send Customer the confirmation and Due Date for the Connection Fee Payment, and the acknowledgment of receipt of that Payment, to Customer's address. Other notices given pursuant to this Agreement will be in writing and either mailed by regular or certified mail or delivered by a nationally recognized overnight courier service to the other party's address as follows:

If to Customer: Notice to Customer will go to the Customer Property address unless Customer's residential or business address is different. If so, please insert Customer's mailing address for notice below:

\_\_\_\_\_

Phone Number: \_\_\_\_\_

If to Board: Lake County Board of Commissioners  
2293 N Main Street  
Crown Point, IN 46307

ATTN: Calumet Township STEP Enrollment

**9. Offer Only Valid Until Date Stated Below.**

The connection option shall be valid only for terms stated in Section 2. The option expires at 5 p.m. on the stated term. In other words, Board will have no obligation to anyone who does not return a signed Agreement to Board before 5 p.m. on that date.

**10. Note.**

A. This agreement provides the County authorization to provide and connect the parcel to the sewer system, however after initial construction is complete and service is provided, the property owner holds ownership and maintenance responsibility outside of the Right-of-Way.

**IN WITNESS WHEREOF**, the parties have duly executed and delivered this Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

CUSTOMER:

LAKE COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_

By: \_\_\_\_\_  
Signature / Date

Signature(s) / Date

\_\_\_\_\_

Title

\_\_\_\_\_

\_\_\_\_\_

Print Name

Print Name(s)

By: \_\_\_\_\_  
Signature / Date

\_\_\_\_\_

\_\_\_\_\_

Title

Address

\_\_\_\_\_

Print Name

By: \_\_\_\_\_  
Signature / Date

\_\_\_\_\_

Title

\_\_\_\_\_

Print Name