

# Brown County Water Utility, Inc.



5130 N State Road 135 Morgantown, IN 46160

[www.BrownCountyWater.com](http://www.BrownCountyWater.com)

Phone: 812 988-6611 / Fax: 812 988-9351

Office & Drive-up Hours: Mon – Fri 8:30 AM – 4:30 PM

Night Depository available for after hour payments

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## Water Customer's Rental/Contract Buyer Agreement

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

This agreement between the Brown County Water Utility, Inc., a non-profit corporation, organized and existing under and by virtue of the laws of the State of Indiana, hereinafter called the “**Utility**” and \_\_\_\_\_, hereinafter called the “**Customer**”:

WHEREAS: The Customer desires to purchase water for domestic, farmstead, or light retail use from the Utility and to enter into a Water Customer's Rental/Contract Buyer Agreement as required by the By-Laws of the Utility;

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, it is hereby understood and agreed:

The Utility shall furnish, subject to the limitations hereinafter provided for, such quantity of water as the Customer may desire in connection with Customer occupancy of the following described property:

Address: \_\_\_\_\_  
\_\_\_\_\_

As a condition of providing service, the Customer agrees to comply with all rules and regulations of Utility, including, but not limited to, any and all rules and regulations of the Indiana Utility Regulatory Commission.

**The Customer understands and agrees that a monthly minimum bill, based on size of meter and the prevailing rate tariff will be due and payable each and every month even though no water is used in any given month.** \_\_\_\_\_ (Initial here). Water usage beyond the minimum allowed usage shall be billed at the prevailing rate as described by the current tariff.

When any non-routine General Service Call also referred to as Trip Charge is made by the Utility at the request of the Customer, a charge of Forty-Nine Dollars (\$49.00) during business hours and Sixty-Two Dollars (\$62.00) after business hours (and holidays) or prevailing rate as described by the current tariff will be assessed to the Customer's account for conditions on the Customer's side of the meter.

The Utility has an easement and rights-of-way required for the purposes of installing, maintaining, removing and relocating such water transmission lines as the Utility may require in connection with its overall operation.

The Utility may, from time to time, purchase, install, and deploy certain property/equipment, including, but not limited to, Water Meters and Service Stops (shut-off valves), for providing water service to its Customers. The Utility shall own and have the exclusive right to control all of its utility property/equipment. Except, however, a Customer may operate the Service Stop to turn off its water service in the event of an emergency, or for repairs to the Customer's facilities with the Utility's permission. No Customer or person not authorized by the Utility shall operate or access the Utility's property/equipment to initiate service or restore service after the service has been disconnected.

If the Utility provides water to a Customer at a pressure exceeding Ninety (90) PSI, measured at, or near, the meter, the Customer shall purchase, install and maintain a properly functioning Pressure Reducing Valve ("PRV"). The PRV shall be installed in the Customer's service line in a manner acceptable to the Utility. The PRV shall provide that the pressure of the water entering the Customer's premises does not exceed the recommended pressure rating of the Customer's plumbing fixtures and equipment.

The Utility shall have final jurisdiction in any question of location of any service line connection to the distribution system. The Utility shall determine the allocation of water to Customers in the event of a water shortage.

Under no circumstances shall the Customer's service line be connected to more than one dwelling, with the exception of an apartment complex.

The Failure of a Customer to pay water charges duly imposed shall result in the automatic imposition of the following penalties:

- a. Non-payment within seventeen (17) days from the billing date will be subject to a penalty of ten (10) percent of that part of the delinquent account which does not exceed \$3.00, plus three (3) percent of any delinquent amount in excess of \$3.00.
- b. Non-payment within thirty (30) days from the billing date will result in disconnection.
- c. Nonpayment for sixty (60) days after original billing date will result in finalization of Customer's account. Customer's rental deposit will be applied, and the collection process will be started. If the customer thereafter pays all water charges in arrears; all penalties charged against customer, and repayment of rental deposit, then said customer shall be entitled to resumption of water services subject to all regulations of the Utility.

Any check returned by any banking institution as unpaid will be charged a return check fee of Twenty-Five Dollars (\$25.00) or prevailing rate as described by the current tariff.

The Customer may pay their water bills by telephone using a debit/credit card. The Customer charge for each completed water bill payment transaction by telephone is One Dollar and Eleven Cents (\$1.11) plus the current debit/credit card fees in the Utility's tariff. The telephone bill payment system shall verbally notify the Customer of applicable charges and, after providing the notification, allow the Customer the opportunity to terminate the call without incurring the charges.

In the event it becomes necessary for the Utility to shut off the water from a Customer's property/facility, the applicable Reconnect Fee will be charged to the Customer for the reconnection of the service.

IN WITNESS WHEREOF, Customer has/have hereunto executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

UTILITY: **BROWN COUNTY WATER UTILITY, INC.**

ATTEST:

X \_\_\_\_\_  
Brown County Water Utility, Inc. (Manager)

CUSTOMER:

X \_\_\_\_\_  
Customer Signature (Customer)

X \_\_\_\_\_  
Customer Signature (Customer)