

Brown County Water Utility, Inc.



5130 N State Road 135 Morgantown, IN 46160

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

Water Customer's 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 _____, a member of the Utility 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 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: _____

Any occupant or person, including any body political and/or corporate, holding property having need of and reasonable accessibility to the services operated by the corporation, may be a member of this corporation by obtaining a membership certificate from the corporation. Persons who receive the approval of the Board of Directors may be admitted to membership upon subscribing for a membership certificate and by signing such agreements for the purchase of services as may be provided and required by the corporation, provided that no person otherwise eligible shall be permitted to subscribe for or require a membership of the corporation if the capacity of the corporation's system is exhausted by the needs of its existing members.

On an existing water main, the Customer shall install and maintain at the Customer's own expense a service line which shall begin at the new meter and extend to the dwelling or other portion of the Customer's premises. [We request that you **DO NOT** install your service line prior to the installation of the water meter.] Brown County Water Utility, Inc., will not be responsible for any damage to a Customer's service line prior to the metering equipment being installed. No part of such service line to or within the Customer's premises may be connected with any other source of water other than the Utility's distribution system.

The Customer's service line shall connect with the distribution system of the Utility at the nearest place of desired use by the Customer, provided the Utility has approved such connection and has determined that the Utility's water system is of sufficient capacity to permit delivery of water at that point. The Customer shall pay for such water at such rates, time and place as shall be determined by the Utility.

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 and/or any and all rules regarding the assessments for extension of lines for the service being provided. Failure to comply with any rule or regulation shall constitute forfeiture of Customer's membership.

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. The Customer further understands and agrees that if the Customer requests a meter larger than 5/8", there will be added costs, over and above the prevailing connection fee, for the increased cost of materials to install the larger meter. Such charges will be billed after the meter is installed and will be due and payable within 30 days of the date of the invoice.

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) will be assessed to the Customer's account for conditions on the Customer's side of the meter.

When the Seasonal Member/Customer (Customer) (defined: not your full-time primary residence) has determined that he or she will not be living at the residence served by the membership for extended periods as the result of the seasonal use of the residence served by the meter of Customer, the Customer will notify Brown County Water Utility, Inc.'s (Utility) office as to when said Customer will no longer desire water services for the season. At the designated time, Utility will disconnect the meter during normal business hours. The Customer will pay a General Service Charge also referred to as Trip Charge of Forty-nine Dollars (\$49.00) during business hours and Sixty-two Dollars (\$62.00) after business hours (and holidays) and will agree to pay a minimum use water bill during the period of non-use pursuant to the tariff approved by the Indiana Utility Regulatory Commission as it may change from time to time as approved by the Commission.

Upon request of the Customer, after receiving notification, Utility will reconnect the water meter during normal business hours, and the Customer agrees to the payment of a General Service Charge also referred to as Trip Charge of Forty-nine Dollars (\$49.00) during business hours and Sixty-two Dollars (\$62.00) after business hours (and holidays).

The Customer agrees to provide the Utility without charge to the Utility but in consideration of the execution of this agreement such easements and rights-of-way as may be 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, 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. 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 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. Non-payment for sixty (60) days after original billing date will result in invalidation of the Customer's membership certificate. Customer shall then not be entitled to receive, nor the Utility obligated to supply, any water under this agreement. If the Customer thereafter pays all water charges in arrears, all penalties charged against Customer, and reinstates the Customer's Membership by re-purchasing the Customer Membership Certificate provided in Utility's Rules and Regulations, then said Customer shall be entitled to a 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).

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, the applicable Reconnect Fee will be charged to the Customer for the reconnection of the service.

A Customer seeking disconnection of his or her water service must deliver a written request for disconnection to the Utility at its business office. The request for disconnection must contain the following information: Customer's name or names; the service address; the Customer's forwarding address; the Customer's service account number; the meter reading from the last water service bill; the date disconnection is requested; and must be signed by the Customer. The request for disconnection must be delivered to the Utility at least three (3) business days prior to the requested disconnection date. The Utility shall disconnect the service within three (3) working days of the requested disconnection date. The Customer will be responsible for all billing for service until the date of disconnection or three (3) working days of the requested disconnection date, whichever first occurs.

If a Customer has requested his or her service to be discontinued, or has had service disconnected for non-payment, and thereafter seeks reconnection within twelve (12) months of the date of disconnect, the Customer must pay bills due and payable, all fees and charges incurred as the result of disconnection/reconnection, plus the minimum monthly rate times the number of months the service has been discontinued.

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. (Office Manager)

CUSTOMER:

X
New Member/Customer Signature (Customer)

X
New Member/Customer Signature (Customer)