

Renter/Owner Membership# \_\_\_\_\_

Location# \_\_\_\_\_

## RURAL MEMBERSHIP WATER CORPORATION OF CLARK COUNTY

*Water Users' Agreement*

NAME(s) on ACCOUNT: \_\_\_\_\_

NEW ADDRESS: \_\_\_\_\_

PHONE#/EMAIL: \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_

THIS AGREEMENT, between the Rural Membership Water Corporation of Clark County, a non-profit corporation, organized and existing under by virtue of the laws of the State of Indiana, hereinafter called the Corporation, and the above name(s) hereinafter called Member.

WHEREAS, the Member desires to purchase water for domestic, farm, and other purposes, from the Corporation, and to enter into a water user's agreement as required by the By-Laws and Rules and Regulations of the Corporation.

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

The Corporation shall furnish, subject to the limitations hereinafter provided for, such quantity of water for domestic, farm, and other purposes, as the Member shall desire in connection with his occupancy at the above property

The Member shall grant to the Corporation at the request of said Corporation any and all easements necessary for the said Corporation to provide service to said Member or to any other Member for any period of time that may be determined by said Corporation and for any width of footage that may be determined by said Corporation. Said easement shall include, but not be limited to, the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove water lines, valves, fittings, meters and accessories, over and across the land of the Member, together with the right of ingress and egress over the Member's land for the purposes as previously set out.

The Member shall give RMWC permission to call above phone number for automated phone calls.

The Member shall not construct any permanent structure over the water line easement.

The Member shall install and maintain at his own expense a service line which shall begin at his property line and extend to the dwelling and other portion of the premises.

The Member shall NOT make any cross-connections with any other water supply.

The Member's service line shall connect with the distribution system of the Corporation provided the Corporation has determined in advance the Corporation's water system is of sufficient capacity to permit delivery of water at that point.

The Member shall pay for such water at such rates, time, and place as shall be determined by the Corporation

The Corporation shall purchase and install a cutoff valve and may also include a water meter, in each service. Such cutoff valve and meter shall be installed at a point agreed upon between the user and the Corporation, on the Corporation's distribution system.

The Corporation shall retain ownership of, and shall have exclusive right to use such cutoff valve and water meter and to turn it on and off. *If you are a renter, by signing this agreement, you allow landlord to call and monitor payment of bill for their property.*

The Corporation shall have final jurisdiction in any question of location of any service line connection to its distribution system; shall determine the allocation of water to members in the event of a water shortage; may shut off the water to a member who allows a connection or extension to be made to his service line for the purpose of supplying water to another user.

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

- A. Non-payment within 17 days from the due date will be subject to a penalty of ten percent (10%) of the first \$3.00 due and three percent (3%) of the balance of the bill due.
- B. Non-payment within 24 days from the due date will result in the water being shut off from the Member's property.
- C. Non-payment for 60 days after the original due date will allow the Corporation, in addition to all other rights and remedies to terminate his/her membership and, in such event that Member shall not be entitled to receive, nor the Corporation obligated to supply, any water under this agreement.
- D. In the event it becomes necessary for the Corporation to shut off the water from a Member's property, a fee of \$ 50.00 will be charged for a reconnection of the service.
- E. This is to certify that I, the undersigned did on this date, pay to the Rural Membership Water Corporation of Clark County, Henryville, Indiana, the sum of One Hundred Dollars (\$100.00), which entitles me to membership privileges in said corporation. It is understood and agreed that Tap-In Fee (\$2,800.00) has been paid for which a WATER USERS AGREEMENT must be signed at time of payment.

**ACKNOWLEDGMENT CONCERNING WATER PRESSURE**

Pursuant to the rules of the Indiana Department of Environmental Management, the Rural Membership Water Corporation (RMWC) is required to provide a minimum of 30 psi (pounds per square inch) of water pressure in its system. Although the RMWC endeavors to provide a normal pressure in the range of 60 psi (and not less than 35 psi) your execution of this document indicates that you are aware that there is no guarantee of pressure above the state required minimum. It is your responsibility to determine whether you want higher or lower water pressure and it is your financial responsibility to take action to increase or decrease your water pressure in a manner that is acceptable to and subject to the prior approval of the Rural Membership Water Corporation. RMWC highly recommends a pressure reducing valve be installed to protect your plumbing system.

IN WITNESS THEREOF, we have hereunto executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**MEMBER: X** \_\_\_\_\_

ATTEST: \_\_\_\_\_  
President

**MEMBER: X** \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Secretary/Treasurer

Formerly or Owner (if renting): \_\_\_\_\_

# RURAL MEMBERSHIP WATER CORPORATION

## CROSS CONNECTION USER AGREEMENT

### PURPOSE

RMWC is responsible for protecting the drinking water supply from contamination or pollution which could result from improper plumbing practices. The purpose of this service agreement is to notify each customer of the plumbing restrictions which are in place to provide this protection. The utility enforces these restrictions to ensure the public health and welfare. Each customer must sign this agreement to receive service from RMWC. In addition, when service to an existing connection has been suspended or terminated, the Water System will not re-establish service unless it has a signed copy of this agreement.

### PLUMBING RESTRICTIONS

The following undesirable plumbing practices are prohibited by state regulations:

(A) No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate backflow prevention device.

(B) No cross-contamination between the public drinking water and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated by the installation of an air-gap or a reduced pressure-zone backflow prevention device.

(C) No connection which allows water to be returned to the public drinking water supply is permitted.

### CROSS CONNECTION AGREEMENT

(A) RMWC will maintain a copy of this agreement as long as the customer and/or the premises is connected to the water system.

(B) The customer shall allow his property to be inspected for possible cross connections and other undesirable plumbing practices. These inspections shall be conducted by RMWC or its designated agent periodically. The inspections shall be conducted during the water system's normal business hours.

(C) RMWC shall notify the customer in writing of any cross connection or other undesirable plumbing practice which has been identified during the inspection.

(D) The customer shall immediately correct any undesirable plumbing practice on his premises.

(E) The customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by the water system. Copies of all testing and maintenance records shall be provided to RMWC.

### ENFORCEMENT

If the customer fails to comply with the terms of the service agreement, RMWC will follow service termination procedures within the RMWC Cross Connection/ Backflow Prevention Program Policy.

### LOCATION

ADDRESS \_\_\_\_\_

\_\_\_\_\_

SIGNATURE \_\_\_\_\_