

Town of Gentryville, Indiana
WATER USER'S AGREEMENT

This agreement, between the Town of Gentryville, Indiana, organized and existing under and by virtue of the laws of the State of Indiana, hereinafter called the Supplier and _____,
a customer of the Town hereinafter called the User:

WHEREAS, the User desires to purchase water from the Supplier, and to enter into a water user's agreement as required by the ordinances of the Supplier.

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

The Supplier shall furnish, subject to limitations hereinafter provided for, such quality of water for domestic or farmstead purposes as the User may desire in connection with his occupancy of the following described property:
(Example: Lot 19 Original Town or W1/2SW1-423-6-5W).

The User shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The nearest place of desired use by the User provided the Supplier has determined in advance that the system is of sufficient capacity to permit delivery of water at this point.

The User agrees to pay for water at such rates, time, and place as shall be determined by the Supplier, and agrees to the penalties, for noncompliance with the above as set out in the **current Rate and Use Ordinances**.

There is a minimum charge for both water and sewer. The water minimum is based on the first 3000 gallons regardless if the customer uses that amount. The sewer has a base rate that is due even when no water is discharged through the system. The Indiana State Board of Accounts approves these minimum charges.

New Utility Deposit amounts per Ordinance 2020-05.

In addition to any connection fee established by the Supplier, the User agrees to pay a utility deposit in the amount of Two Hundred Fifty Dollars (\$250.00) for each Water utility service and Two Hundred Fifty Dollars (\$250.00) for each Wastewater (Sewer) utility service; Regardless if the User is the owner or tenant of the property. (Ordinance 2020-05) The deposit shall be held and applied by the Supplier to the payment of the account of the User, should service to the User be terminated either voluntarily by the User or involuntary by the Town (Supplier). Should the account be fully paid at the time of termination of service to the User, the Supplier shall refund the deposit within a reasonable time thereafter.

The Supplier shall purchase and install a cut-off valve and may also include a water meter in each service. Such cut-off valve and meter shall be installed at a point agreed upon between the User and the Supplier. **The Supplier shall retain ownership of, and have exclusive right to use such cut-off valve and water meter and turn it on and off.**

After 24 months of service, the User may request a meter change without question. If the User requests a meter be tested, the User will be financially responsible for test plus service charge if the meter is certified to be correct. The Water Utility will bare all costs if meter is found faulty.

The Supplier shall have final jurisdiction in any and all allocation of water to the User in the event of a water shortage, and may shut off water to a User who allows a connection or extension to be made to his service line for purpose of supplying water to another User. In the event the total water supply shall be insufficient to meet the need of all the Users, or in the event there is a shortage of water, the Supplier may prorate the water available among the various Users on such basis as is deemed reasonable and fair by the governing Board of The Supplier, with equitable adjustment in charges therefore, may also prescribe a schedule of hours covering use of water for lawns and gardens and for other high usage not of essential nature, and may require adherence thereto or prohibit the use of water for such purposes; provided that, if at any time the total water supply shall be insufficient to meet all to the need of all the Users, the Supplier must first satisfy all of the needs of all Users for domestic and livestock purposes before supplying any water for garden, lawns and non-essential high usage's.

The User agrees to comply with the requirement of the Indiana State Board of Health that no other present or future source of water will be connected to any waterlines served by the Supplier's waterlines, except from a water source and through a protective device both approved by the State Board of Health and will disconnect from his present water supply prior to connecting to and switching to the Supplier's system unless such supply and connections is approved by the board of Health.

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

- (A) Non-payment from the due date will be subject to a penalty of ten percent (10%). Of that part of the delinquent account which does not exceed three dollars (\$3.00), plus three percent (3%) of any delinquent amount of excess to three dollars (\$3.00);
- (B) Non-payment within (10) days from the due date will result in the water being shut off from the User's property. If payment on an account is not received by the due date a disconnection letter will be sent to the billing address provided by the customer and a \$5.00 notice fee shall be applied to the account. (Ordinance 2009-02)
- (C) In the event it becomes necessary for the Supplier to shut off water from a residence, a fee of Fifty Dollars (\$50.00) shall be charged for reconnection of the service.
- (D) In the event a User is delinquent in payment of the water bill and the Board shuts off the water two (2) times or more, in addition to the reconnection fee of Fifty Dollars (\$50.00), the Board shall charge an additional water deposit of \$250.00 prior to reconnection of water service.

IN WITNESS WHEREOF, we have hereunto executed this agreement this _____ day of _____, 20_____.

SUPPLIER: **Town of Gentryville, Indiana** **By:** _____

USER:

USER'S PRINTED NAME

USER'S SIGNATURE

SERVICE ADDRESS

CITY, STATE, ZIP CODE

TELEPHONE NUMBER

USER'S SOCIAL SECURITY NUMBER
(WILL NOT BE SHARED WITH OTHERS OR PLACED IN COMPUTER)

USER'S EMPLOYER

EMPLOYER'S TELEPHONE NUMBER

GUARANTEE

The undersigned being all of the landowners of the subject real estate upon which the water service is being supplied, agrees to guarantee the payment of the water bill provided for service rendered by the Town of Gentryville to the User. In the event the User fails to make payment as required by this contract, then the undersigned Guarantors will upon notification make the payment required by this agreement including reasonable costs of collection and attorney's fees should suit be required for payment. The landowner will be notified when an account becomes past due.

WITNESS

GUARANTOR

WITNESS

GUARANTOR