

POSEY TOWNSHIP WATER CORPORATION
WATER USERS' AGREEMENT

THIS AGREEMENT, between POSEY TOWNSHIP WATER CORPORATION, hereinafter called the Corporation and _____, hereinafter called the User:

WITNESS:

WHEREAS: The User desires to purchase domestic, business or farmstead water from the Corporation, and to enter into a Water Users' Agreement as required by the Corporation.

NOW THEREFORE, inconsideration 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, business and farmstead purposes as the User may desire in connection with his occupancy of the following described property:

The User shall install and maintain at his own expense a single service line which shall begin at the Users' meter and extend to the dwelling or premises. **No other residences or "User's" may be connected to this service meter.** Failure to comply to this rule will result in disconnection of service.

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

The User agrees to provide the Corporation without charge to the Corporation, but in consideration of the execution of this agreement by the Corporation, such easements and right-of-way as may be required for the purpose of installing, maintaining, removing and relocating such water transmission lines as the Corporation may require in connection with its overall undertaking.

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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. The Corporation shall retain ownership of, and have exclusive right to use such cutoff valve and water meter and to turn it on and off. The meter and connecting service line shall be connected to only 1 (one) dwelling/User.

The Corporation shall have final jurisdiction in any question of location of any service line connecting to its distribution system; it shall determine the allocation of water to Users in the event of a water shortage.

The failure of a User to pay water charges duly imposed shall result in the automatic imposition of penalties as may be set from time to time by the Posey Township Water Corporation.

The parties acknowledge and understand that the ability of the Corporation to provide services as described herein, may be wholly and completely contingent upon the receipt of adequate funding from private and governmental sources and completion of a water distribution system which may or may not be in existence.

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

USER

POSEY TOWNSHIP WATER CORP.

By: _____
President, Board of Directors

(Seal)
Attest:

Secretary/Treasurer