

**BROWN COUNTY RURAL WATER ASSN., INC.**  
**APPLICATION TO HAVE A WATER TAP INSTALLED**

**APPLICANT NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**APPLICANT ADDRESS:**  
\_\_\_\_\_  
\_\_\_\_\_

**PHYSICAL ADDRESS OF REQUESTED SERVICE:**  
\_\_\_\_\_  
\_\_\_\_\_

COUNTY: \_\_\_\_\_ TOWNSHIP: \_\_\_\_\_

TRACT #: \_\_\_\_\_ PARCEL # and ACREAGE: \_\_\_\_\_

RECORDED IN BOOK #: \_\_\_\_\_ PAGE #: \_\_\_\_\_

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

**PHONE #:** (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_, (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Type of service classification per BCRWA Customer Regulations (check one):  
\_\_\_\_\_

- Residential
  - Light agricultural    Moderate agricultural\*    Heavy agricultural\*
  - Light commercial\*    Heavy commercial\*    Fire protection\* (sprinklers)
- \* Service will require review by Engineering to determine meter size, backflow prevention, volume, and pressure requirements.

**The following documents must be submitted by applicant:**

- Copy of deed
- Properly signed and Notarized Easement
- Water User's Agreement
- Current tap fee (\$ \_\_\_\_\_)

Note: If a water main has been installed and an easement was refused by the present owner at the time of the main installation, the tap fee is double that of the current tap fee.

The applicant must receive copies of the following:

- BCRWA Customer Regulations
- Current water rate schedule
- Water service connection instructions
- Meter and ERT tampering letter

This is not a contract to provide water service but an application to assess the ability to provide service.

**Applicants signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

BCRWA Representative: \_\_\_\_\_ Date: \_\_\_\_\_

# BROWN COUNTY RURAL WATER ASSOCIATION

## 2026 TAP FEE AND WATER RATE SCHEDULE

Meter Size	Tap Fee	Monthly Minimum Bill	Gallons of Water With Minimum Bill	Rates for Water Usage Above the Minimum
5/8" Meter (standard residential meter)	\$3,000.00	\$28.00	2,000	The next 48,000 gallons of water will be billed at \$11.00 per thousand. All water over 50,000 gallons will be billed at \$10.00 per thousand.
1" Meter	\$4,000.00 Plus time and material	\$48.00	5,000	The next 45,000 gallons of water will be billed at \$11.00 per thousand. All water over 50,000 gallons will be billed at \$10.00 per thousand.
2" Meter	\$7,000.00 Plus time and material	\$136.06	16,000	The next 34,000 gallons of water will be billed at \$11.00 per thousand. All water over 50,000 gallons will be billed at \$10.00 per thousand.
3" Meter	To Be Determined by Engineering	\$201.20	20,000	The next 30,000 gallons of water will be billed at \$11.00 per thousand. All water over 50,000 gallons will be billed at \$10.00 per thousand.
4" Meter	To Be Determined by Engineering	\$297.80	40,000	The next 10,000 gallons of water will be billed at \$11.00 per thousand. All water over 50,000 gallons of water will be billed at \$10.00 per thousand.
6" Meter	To Be Determined by Engineering	\$442.70	80,000	All water over 80,000 gallons will be billed at \$10.00 per thousand.
Detector Check Valves installed for Automatic Fire Suppression Systems	Same Rate As Meter of Same Size	<b>Monthly Water Availability Charge</b> 1" - \$20.00 2" - \$30.00 3" - \$50.00 4" - \$100.00 6" - \$180.00 8" - \$180.00	2,000	Water will be metered through low flow bypass to assure system integrity. You will be billed at the 5/8" meter rate for water used over 2,000 gallons per month. There will be no additional bill for water passing through a properly operating detector check. (high flow events)

\$5.00 added to minimum bill/month for all Aberdeen Village accounts until further notice

*The above schedule and rates are subject to change by board action without notice.*

# *Brown County Rural Water Association*

## *Residential water service connection instructions.*

Page 1 of 2

Instructions for the proper connection of a residential water service to the Brown County Rural Water Association water system:

- The material used for the customer installed service line must be approved by the “*NATIONAL SANITATION FOUNDATION*” (NSF). It must be rated for a working pressure of at least one hundred sixty pounds per square inch (160 psi.). It is recommended to be buried at least thirty inches deep (30”).
- When the meter vault is installed by Brown County Rural Water Association a three to five foot (3-5’) piece of one inch copper tube size (1”CTS) polyethylene will be installed on the customer side of the meter (this is commonly referred to as the “pigtail”). This will be taped closed and brought to the surface. It is to this that the customer installed service line is to be connected. It may be shortened but must have a minimum of two feet from the vault left when connected. At no time should this be removed and the customer’s service line taken directly to the meter setter. It is recommended that a brass compression fitting be used at this connection. This connection needs no inspection by Brown County Rural Water Association and cannot be made by Brown County Rural Water Association employees.
- A shut off valve, pressure reducing valve and a dual check valve must be installed before the first point of use in a residence; this may be in the utility room, basement, crawlspace or in a vault outside. These fittings must be inspected before the water service is turned on and they must remain accessible even after initial inspection for any future inspections. If installed in a crawl space it must be within ten feet (10’) of an access door. The shut off valve must be installed first from the service line and it is recommended that the pressure reducing valve be installed next then the dual check valve (this makes servicing the pressure reducing valve in the future easier).
- If a frost free hydrant is installed before a dwelling or is the only installation it must have a shut off valve and a dual check valve installed in an accessible pit before the hydrant. These fittings must be inspected before the water service is turned on and remain accessible for any future inspections.
- The Ohio Environmental Protection Agency (OEPA) and the Ohio State Plumbing Code prohibits the cross connection of a public water system (Brown County Rural Water Association) with a private supply (well, cistern, spring or other). There must be no physical connection between the public water system and any private system. If there is a private water supply on the property this separation must be inspected before the water service is turned on.
- The water service must be connected to the required fittings and inspected before it can be unlocked and turned on. Please contact Brown County Rural Water Association Monday thru Friday between 8:30 am and 4:00 pm at (937) 375 – 4106 to schedule an inspection. The inspection can be scheduled between 8:30am and 12:00pm or 1:00pm to 4:00pm only. All required fittings must be accessible. This inspection is required for the water service to be turned on but does not imply approval from any other required agency or inspector.

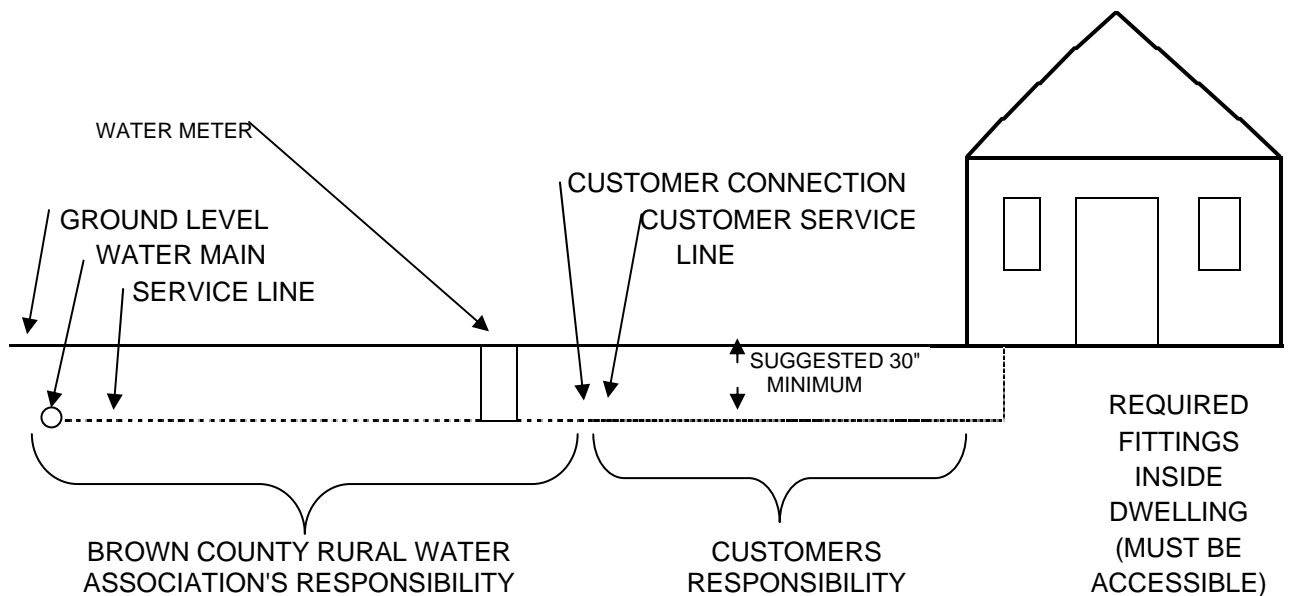
# *Brown County Rural Water Association*

## *Residential water service connection instructions.*

Page 2 of 2

- The water meter must be kept accessible at all times. Brown County Rural Water Association utilizes electronic meter reading equipment. Therefore the meter vault and lid must be protected from physical damage. If there is physical damage to the electronic equipment, you will be responsible for the replacement cost which is \$200.00.
- Any new dwelling or connection connected to a previously approved water service will require inspection.
- Any change in type of use such as residential to commercial or agricultural will require a new inspection.
- There are no fees for inspections.

TYPICAL RESIDENTIAL INSTALLATION (SEE DETAIL SHEET FOR MORE DETAIL):



# **Brown County Rural Water Association**

## **Customer Regulations**

**V2 January 13, 2026**

### **I. Definitions:**

Service Classification: There shall be no distinction in this category.

When the word “Corporation, Association, or Company” is used in these rules it refers and applies to Brown County Rural Water Association, Inc. unless otherwise defined.

The word “Member” refers to an individual, company, corporation, etc. that has met all Association requirements for membership.

“Customer or Consumer” refers to any individual, company, or entity receiving water service from the Association, whether or not they are a Member.

The words “Tenant, Lessee or Resident ” shall be synonymous when used in these rules and refers to individuals occupying a Residential Unit or property supplied with water by the Association, who are non-Member customers and are not Property Owners or Landlords. Tenants, Lessees, or Residents are customers of the Association for billing purposes only.

“Residential Unit” means a distinct dwelling space intended for occupancy by one household, such as an apartment, condominium, or other unit within a multi-family building. For billing purposes, charges are assessed per Residential Unit, regardless of the number of Tenants per Residential Unit.

“Property Owner or Landlord” refers to an individual, company, or corporation that owns or manages a property supplied with water by the Association. Property Owners or Landlords may become Members if they apply and meet the Association’s membership requirements.

**II. Service Application:**

- A. Any bona fide Property Owner of a single-family dwelling; or each residential unit in an auto court, duplex, or multiple dwelling building; or person holding property having reasonable accessibility to the source of and who is in need of having water supplied to their place of occupancy or property may be a Member of this Association. Persons who receive the approval of the Board of Trustees may be admitted to membership by signing such agreements for the purchase of water as may be provided and required by the Association, provided that no person otherwise eligible shall be permitted to subscribe for or require a membership in the Association if the capacity of the Association’s water system is exhausted by the needs of its existing Members. Tenants or Lessees are not eligible to be Association Members.
- B. The Association may reject any application for membership when the Applicant is delinquent in payment of bills incurred for service previously supplied at any location and any member who is delinquent in payment of a bill shall automatically forfeit membership until the bill is current.
- C. If there is a violation of any of the provisions of these rules, code of regulations or any other regulation of the Association, the Association may without notice discontinue service. If service is thereafter reinstated, the Member shall first pay to the Association the charges set by the Board of Trustees.
- D. The Property Owner in whose name the membership/Water User’s Agreement is prepared shall be ultimately responsible for payment of all bills

incurred in connection with the services rendered. However, notwithstanding the foregoing, each Residential Unit in a duplex or other multi-family building is responsible for paying for its own service fees as set forth herein.

**III. Membership:**

All membership applications are subject to approval. Each applicant must complete the following:

- A. The individual desiring to become a Member must during normal business hours, make application at the offices of the Association located at 3818 U.S. Rt. 52, Ripley, OH, and complete the following before a water tap can be set.
- B. Determine if a main is located at, and accessible at the site.
- C. Pay the existing tap fee.
- D. A Water Users Agreement must be signed by ALL Property Owners.
- E. The driveway must be set, and a house number obtained and posted along with the Member's name at the property site.
- F. A right-of-way easement signed and recorded with the County.

**IV. Service Fee:**

- A. The minimum monthly rate, as adopted by the Board of Trustees, will be payable irrespective of whether any water is used by the Member or Residential Unit during any month.
- B. The minimum monthly rate, as adopted by the Board of Trustees, will be payable irrespective of seasonal use and applies per Residential Unit. For duplexes, apartments, condominiums, or other multi-family

buildings, such minimum monthly rate will be payable per Residential Unit, not per meter.

- C. The tap fee as established by the Board of Trustees shall be made for each new meter installation regardless of location. Each meter will have its own entry in the meter reading system used by the Company.
- D. Meter installations of a size larger than 5/8 inch will be assessed the tap fee established by the Board of Trustees for the appropriate size. Said tap fee is in addition to the cost of labor and material to be charged for the installation of the larger meter.
- E. Water furnished for a given lot or farmstead shall be used on that lot only. Each Member's service must be separately metered at a single delivery and metering point. All commercial use shall be metered separately from any residential use, and vice versa.
- F. In addition to the collection of regular rates, the Company may collect from the Member a proportionate share of any privilege, sales, license, use tax or imposed. Any additional fees, taxes, or licenses imposed by regulatory agencies may also in turn be proportionally passed on to the Members.

G. **Multi-Family Building Services and Billing.**

1) **Metering Options.** Each Residential Unit in a duplex or multi-family building may have its own meter and account, subject to the standard tap fee and minimum monthly rate as set forth herein. Alternatively, a single meter may be installed to serve the entire building or property, subject to the tap fee for the meter size required.

2) **Individual Billing for Tenants.** When a single meter serves multiple Residential Units, the Property Owner shall remain the Member of record and responsible for all charges. For billing purposes, the Association or Lessees of a Residential Unit may establish individual accounts tied to the master meter for such property. These accounts are for administrative convenience only and do not confer membership rights or privileges to the Association. Each Residential Unit shall be billed a minimum monthly rate, as set forth herein and as adopted by the Board of Trustees, regardless of actual water usage in a given month. In addition to the minimum rate, the Association shall allocate the total water usage recorded by the master meter among the Residential Unit accounts using a formula approved by the Board of Trustees. The allocation formula may consider factors such as the number of units, number of Tenants, square footage, or other equitable measures.

3) **Responsibility and Enforcement.** Delinquency and enforcement rules as set forth herein apply to each Residential Unit account. However, the Member of record and property owner remain jointly responsible for any unpaid charges associated with the building and its residential units and Tenant accounts.

**V. Association's Responsibility:**

- A. The Association will install, maintain, and operate a water distribution system, including main lines, pumping stations, towers, service lines, sources of supply and treatment.
- B. The Association shall install the meter well adjacent to the Member's driveway. Installation at other locations will be at the approval of the management.
- C. If the Association is called upon to provide additional meters, each place of metering will be considered as a separate Customer and individual account, and prior to installation will be subject to the then existing tap fee, and other service fees as set forth in Section IV.

- D. The Association is to provide a cut-off valve on the Association's side of the meter.

**VI. Association's Liability:**

- A. The Association does not assume the responsibility of inspecting the Member's piping or apparatus and will not be responsible, therefore. The Association does however, reserve the right to inspect for a gate valve, pressure reducer valve (PRV), and double check valve being installed on the Members system, prior to the commencement of service. The Association will not be responsible for any malfunctions associated with those items.
- B. The Association reserves the right to inspect and to refuse service unless the Member's lines or piping are installed in such a manner as to prevent cross-connections or backflow and unless installation is in accordance with all Association rules, and County and State Health Department Regulations.
- C. The Association shall not be liable for damage of any kind whatsoever resulting from water or the use of water on the Member's premises. The Association shall not be responsible for any damages done by or resulting from any defects in piping, fixtures, or appliances on the Member's premises. The Association shall not be responsible for negligence of third persons, or forces beyond the control of the Association resulting in any interruption of service including but not limited to weather conditions, broken or frozen lines, or acts of God.
- D. Under normal conditions, the Members will be notified of any scheduled maintenance or repairs that result in interruptions of service.

## **VII. Member's Responsibilities:**

- A. Prior to the installation of a water tap, the Member will have installed the necessary culvert and driveway for the residence and will obtain a house number from the County Engineers office. The Member is at all times responsible to provide unobstructed access to the place of metering.
- B. The Member shall furnish and maintain a private cut-off valve on the Member's side of the meter.
- C. The Member's piping and apparatus shall be installed and maintained by the Member at the Member's expense in a safe and efficient manner and in accordance with the Association rules and regulations and in full compliance with sanitary regulations of the State and County Boards of Health.
- D. The Member shall guarantee proper protection for the Association's property placed on the Member's premises and shall permit access to it only by authorized representatives of the Association.
- E. In the event that any loss or damage to the property of the Association or any accident or injury to persons or property is caused by or results from the negligence or wrongful act of the Member, the Member's agent or employees, the cost of the necessary repairs or replacements shall be paid by the Member to the Association, and liability otherwise resulting shall be assumed by the Member. The amount of such loss or damage or the cost of repairs shall be invoiced to the Member, and if not paid as invoiced, service may be discontinued by the Association.
- F. Water furnished by the Association for residential use shall be used for domestic consumption by the Member, members of the household and employees only. The Member shall not sell water to any other person or

permit any other person to use said water. Water shall not be used for irrigation, fire protection, or other purposes, except that when water is available in sufficient quantity without interfering with any other purposes. Disregard for this rule shall be sufficient cause for refusal or discontinuance of service.

**VIII. Extensions to Main Services:**

- A. The Association may supply service for temporary purposes provided that the Association has water available in excess of the Association's regular needs, and provided the Association has available material and equipment necessary to supply said service. Each applicant for such service must pay in advance to the Association the Association's estimate of cost of labor and materials, less salvage value on removal, for installing and cost of removing such service.
- B. The Association will construct extensions to its water lines to points within its area, but the Association shall not be required to make such installations unless the Member pays to the Association the entire cost of the installation.
- C. All line extensions shall be made in accordance with current extension and subdivision policies and shall be evidenced by contract signed by the Association and the person advancing funds for said extension, but each contract shall be null and void unless in a form approved by the USDA Rural Development and other governing bodies.

**IX. Access to Premises:**

- A. Duly authorized agents of the Association shall have access to the land and buildings of the Member for the purpose of installing or removing Association property, inspecting piping, reading or testing meters or for any other purpose in connection with the Association's service and facilities.
- B. Each Member shall grant or convey, or shall cause to be granted or conveyed to the Association a permanent easement and right of way across any property

owned or controlled by the Member wherever said permanent easement and right of way is necessary for the Association water facilities and lines, so as to able to furnish service to the Member.

- C. Any Non-Member, or Member who refuses the Association a right-of-way easement and causes the Association to use public right of way, private easement on the opposite side of the road or public right of way on the opposite side of the road, who should decide at a later date to become a Member shall be required to pay at twice the then existing tap fee.

**X. Change of Occupancy/Ownership:**

- A. The Member is responsible to give notice to the Association to discontinue service or to change occupancy/ownership.
- B. The current Member of record is responsible for all water passing through the meter until the Association is notified of a date for a final read, and the Association has an address for the final bill, and service is discontinued.
- C. Prior to receiving service, a water Customer who is a non-owner of the premises, such as a Tenant or Lessee, or a new resident who is purchasing property on land contract as a future Customer shall pay a deposit of \$200.00. Such deposit shall be held by the Association without interest as a security for the nonpayment on water bills, turn on expenses, damage to meter, penalties, and such other fees or charges that may become due to the Association by the water user. This deposit may be waived in writing by the Property Owner, Landlord, or Member. The Property Owner, Landlord, or Member remains responsible for all water bills, but the \$200.00 deposit will be applied to any bill left by the non-owner Customer, Residential Unit, or land contract purchaser before any refund will be made.
- D. Water service shall be transferred to a new occupant of a property or installed for a new owner of property only in the event that all prior charges for water service and

all other minimum charges for a tap such as in the case of a “dead tap” are paid in full. In no case will service be restored until the charges against that tap are satisfied.

- E. Membership may be transferred on an account in good standing at no cost to the Member. The new Member must sign a Water User’s Agreement within ten (10) days, or service will be terminated. If it should become necessary to discontinue service because a new Member refuses/fails to sign the Water User’s Agreement a \$50.00 reconnect fee will be imposed.

**XI. Meter Reading – Billing – Collection:**

- A. Meters will be read and bills rendered monthly, but the Association reserves the right to vary the dates or length of period covered, temporarily or permanently if necessary or desirable, and bills may be from time to time estimated by the Association.
- B. Bills for water will be figured in accordance with the Association’s published rate schedule and will be based on the amount consumed for the period covered by the meter readings, except where a Customer orders a turn-on, the minimum bill to such a Customer for such period shall be equal to the minimum charge for one full month’s service.
- C. Charge for service commences thirty (30) days after a tap is set by the Association regardless whether it is used or not.
- D. Bills are due when rendered; if not paid by the due date, there shall be added to any bill not so paid, a penalty of 10%.
- E. Failure to receive bills or notices shall not prevent such bill from becoming delinquent, nor relieve the Customer from payment. Any adjustment made in a Customers’ bill must be approved by the Board of Trustees.

- F. Any bill paid by check which is later not honored and paid by the bank on which it is drawn, will be considered delinquent. A \$35.00 service charge will be added to said bill, and if not paid within the time allotted, service will be terminated.
- G. If a bill for water service contains a charge for wastewater collection, such charge shall be paid along with all other charges and in the same manner. Failure to pay wastewater charges shall be a failure to pay water charges and such bill shall be considered delinquent and subject to the terms of these rules concerning turnoff, penalty and reconnection.

**XII. Suspension of Service:**

- A. It is the policy of the Association to discontinue service for non-payment of bills under the following conditions. If payment for the current months bill is NOT received by the time the next month bill is mailed, a disconnect notice will be sent to the Customer. Payment of the previous and current bill must be received by the due date, or service will be discontinued. Payment of only the previous amount due WILL NOT prevent disconnection. The bill must be paid in full.

The Association encourages all Customers who may be late in making payments to contact the office to make necessary arrangements to prevent discontinuance of service.

- B. Service discontinued for non-payment of bills will be restored only after bills are paid in full and a service charge of fifty dollars (\$50.00) is paid for each meter reconnected.
- C. The Association reserves the right to discontinue its service without notice for the following additional reasons:
  - 1. To prevent fraud or abuse.
  - 2. Consumer's willful disregard of the Association's rules, as applicable.

3. Emergency repairs.
4. Insufficiency of supply due to circumstances beyond the Association's control.
5. Legal process or court order.
6. Direction or by order of public authorities.
7. Strike, riot, fire, flood, accident, or any other unavoidable cause.

D. The Association may in addition to prosecution by law, permanently refuse service to any Customer who tampers with a meter or other measuring device or other Association property.

### **XIII. Dead Tap:**

If the Member fails to pay the minimum water charges and penalties for a period of six (6) months, the water tap shall become a dead tap, and the Water User's Agreement and purchase fee will become null and void. Service may be restored if all charges including reconnect fees are paid prior to the six (6) month deadline. Once it becomes a dead tap, the tap will continue to incur a charge of the current monthly minimum up to a maximum of \$2,000. To reactivate the tap, the Member/New Member shall be required to pay the balance due at time of activation and a new Water User's Agreement signed.

### **XIV. Complaints – Adjustments:**

- A. A Member who wishes to bring a matter before the Board of Trustees will submit to the General Manager in writing the Member's concern, and the General Manager will attempt to resolve the problem. If the Manager is unable to reach a solution, the Manager will present the Member's concerns to the Board of Trustees.
- B. A Member is responsible for all water that passes through the meter whether through use, or leak. The Member may apply for relief in the form of a one-time adjustment of 50% of the bill. This adjustment may be offered again only if the previous adjustment (credit) is paid in full.
- C. If the Member believes a bill to be in error, the Member shall present claim, in writing, to the Board of Trustees or

their designated agent before the bill becomes delinquent. Such claim, if made after the bill has become delinquent, shall not be effective in preventing discontinuance of service, as heretofore provided. The Member may pay such bill under a protest and said payment shall not prejudice any claim.

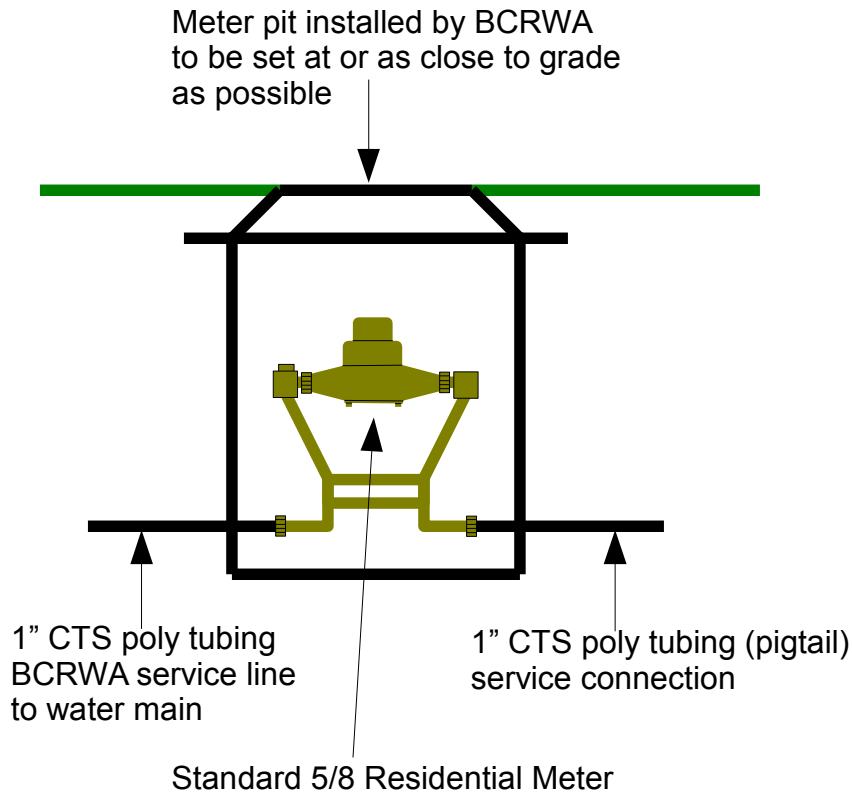
- C. Meters will be tested at the request of the Member, whereas the water user believes the meter does not accurately reveal the water usage it is agreed:
  - (a) That the water meter will be removed and tested to determine the accuracy of the reading.
  - (b) In the event the test would show that the meter is making an inaccurate reading that exceed a five (5) percent margin of error, the Association will replace the meter at no cost to the water user, and adjust the billing for a maximum of the previous three (3) months.
  - (c) In the event the test would show that the meter is accurate within the five (5) percent margin of error, the Member will pay to the Association the sum of fifty (50) dollars to cover the expense to the Association for the test.
  
- D. If the seal of a meter is broken by other than the Association's representative or if the meter fails to register correctly or is stopped for any cause, the Member shall pay an amount estimated from the record of the previous six (6) bills, and/or from other proper data.

**XV. Abridgement or Modification of Rules:**

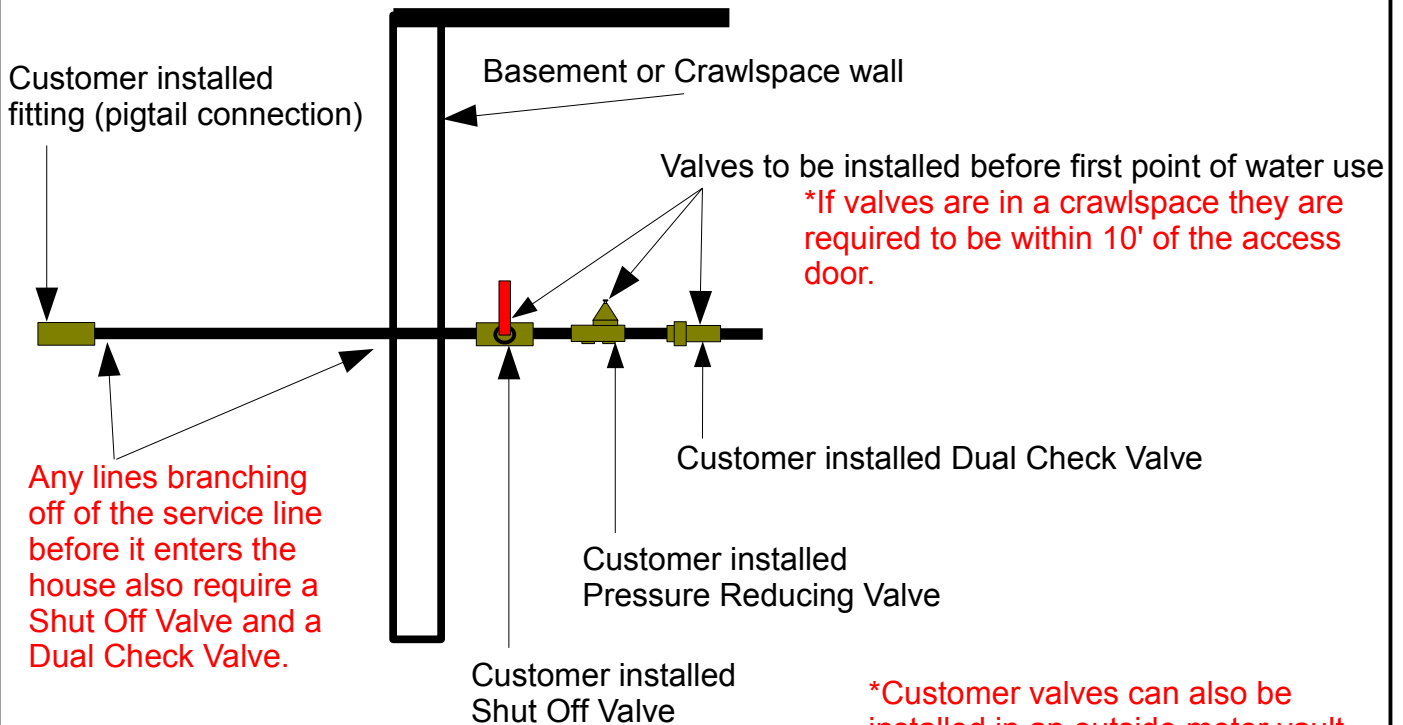
- A. No promise, agreement or representation of any employee of the Association shall be binding upon the Association except as it shall have been agreed upon in writing, signed and accepted by the acknowledged officers of the Association.
  
- B. No modification of rates or any of the rules and regulations shall be made by any agent of the Association.

# Residential Meter Detail

## BCRWA responsibility for installation, repair and maintenance



## Customer responsibility for installation, repair and maintenance



A Notice About

# METER TAMPERING

**Once each year we are required by State Law to notify our customers that meter tampering and the theft of water is illegal.**

Ohio law sets penalties for these illegal acts:

- **Tampering with or by-passing a water meter or utility attachment with the intent to steal water.**
- **Knowingly using water which has not been correctly metered because of tampering.**
- **Reconnecting water service that has been disconnected by Brown County Rural Water Association for nonpayment or other reasons.**
- **Knowingly consuming water which has been unlawfully reconnected.**

A fine of up to \$2500 and imprisonment for up to 5 years are specified penalties for those convicted of any of these offenses. A customer can be held responsible for any tampering or unauthorized reconnection involving a meter under his or her control.

We know that a great majority of our customers do not and would not engage in any such dishonest action. But just like shoplifting, the acts of a few can cause higher rates for everyone. For this reason, we will prosecute those who tamper with a meter or illegally reconnect service.

**If you know or suspect any cases of tampering or unlawful practices, please report them at once to  
Brown County Rural Water Association**

**Phone: (937)375-4106**

---

In an effort to serve you more efficiently we install meters with electronic reading transponders (ERT). This equipment is very expensive and caution must be observed when mowing grass or doing general maintenance work around the meter area. Please be careful not to damage this equipment. **If you damage this equipment, you will be responsible for the replacement cost which is \$200.<sup>00</sup>.**

## **INSTRUCTIONS FOR BCRWA WATER USER AGREEMENT**

The water user agreement must be returned to BCRWA office no more than 10 days after it has been signed.

The water user agreement must be printed on 8.5 x 14 inch legal size paper. *(No Exceptions)*

All names listed on the property deed are required to sign the water user agreement.

BROWN COUNTY RURAL WATER ASSN., INC.

**WATER USER'S AGREEMENT**

This Agreement, between the Brown County Rural Water Assn., Inc., a non-profit corporation, hereinafter called the Association, and \_\_\_\_\_, a user of the Association, hereinafter called the User.

**WITNESSETH:**

**WHEREAS**, the User desires to purchase water from the Association and to enter into a Water User's Agreement as required by the By-laws of the Association;

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

The Association shall furnish, subject to the limitations set out in the Rules and Regulations and By-laws of the Association and the Ohio Department of Health and the Ohio EPA, such quantity of water as the User may desire in connection with User's occupancy of the following described property:

The User shall install and maintain at User's expense a service line (according to the specifications of the Association and the Brown County Health Department) which shall begin at the meter and extend to the dwelling or place of use. The service connection will be located on the User's property at a location designated by the Association, provided the Association has determined in advance that the system is of sufficient capacity to permit delivery of water at that point. All taps shall be installed on the property that it is intended to serve. If there is a transfer of property so that the dwelling or place of use is no longer owned by the same owner as the property upon which the meter is situated, a new tap fee will be paid and a new service installed to the dwelling or place of use, provided the Association has a distribution line adjacent to the property. If there is no distribution line adjacent to the property, then the User will also pay for an extension of the line.

The User agrees to pay for water at such rates, time and place as shall be determined by the Association and agrees to the penalties for noncompliance with the above as set out in the current Rules and Regulations.

The Association shall install a cutoff valve and a water meter in each service which shall remain the property of the Association. The Association shall have exclusive right to use such cutoff valve and water meter.

The Association shall have final jurisdiction in any question of location of any service line connection to its distribution system. The Association may shut off water to a User who allows a connection or extension to be made to his service line for the purpose of supplying water to another user.

In the event the total water supply shall be insufficient to meet all of the needs of the Users or in the event there is a shortage of water, the Association may pro-rate the water available among the various Users on such basis as is deemed equitable by the governing Board and may also prescribe a schedule of hours covering use of water for garden purposes by particular Users and require adherence thereto or prohibit the use of water for garden purposes, provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all users, the Association must first satisfy all of the needs of all Users for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all Users for both domestic and livestock purposes before supplying any water for garden purposes.

The User agrees to comply with the requirements of the Ohio State Board of Health that no other present or future source of water will be connected to any waterlines served by the Association's waterlines and will disconnect from his present water supply prior to connecting to and switching to the Association's system.

The User shall connect his service lines to the Association's distribution system and shall commence to use water from the system on the date that water is made available to the User by the Association. Water charges to the User shall commence on the date that the service is made available.

If User has connected a service line to the system and has been using the water, in the event of breaching of this Agreement by User, the governing Board shall have the authority, in addition to all other rights and remedies, to cancel the User's Membership Certificate and terminate this Agreement and, in such event, the User shall not be entitled to receive, nor the Association obligated to supply, any water under this Agreement. If the User thereafter pays all water charges in arrears, all penalties charged against User and the re-installation fee provided in the Association's Rules and Regulations and cures any other breach of the Association's Rules, Regulations or By-Laws, User may reinstate User's Membership Certificate and User shall then be entitled to a resumption of water services subject to all regulations of the Association.

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

1. There shall be added to any bill not paid when due, a penalty of ten percent (10%).
2. Nonpayment within thirty days from the due date will result in the water being shut off from the User's property.
3. If a shut off notice is issued by the Association, User will pay a fee for reinstatement according to a schedule adopted by the Association.

In the event the User shall breach this contract by refusing or failing, without just cause, to connect his service line to the Association's distribution system as set forth above, or refusing or failing, without just cause, to pay minimum monthly water rate as established by the Association, upon the occurrence of either of said events, the User agrees to pay the Association a lump sum equal to the then existing connection fee as liquidated damages. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that a breach by the User in either of the respects set forth above, would cause serious and substantial damages to the Association; and it will be difficult, if not impossible, to prove the amount of such damages. The parties hereto have computed, estimated and agreed upon said sum in an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the damages which will result.

This Agreement supersedes all other Water User's Agreements previously executed between the parties hereto and execution of this Agreement acts as a cancellation of the same.

IN WITNESS WHEREOF, we have hereunto executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ in duplicate of original.

BCRWA AGENT: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_  
Secretary or Clerk

USER:

\_\_\_\_\_  
Head of Household

\_\_\_\_\_  
Spouse

**\*Please send COPY OF DEED or a Settlement Statement as proof of ownership.\***

Phone: \_\_\_\_\_

**RIGHT-OF-WAY EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to: \_\_\_\_\_, whose address is: \_\_\_\_\_, hereinafter referred to as GRANTORS, by Brown County Rural Water Assn., Inc., hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTORS do hereby grant, bargain, sell, transfer, and convey to said GRANTEE, its successors and assigns, a perpetual easement with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, survey, repair, maintain, replace, and remove water mains, service lines, hydrants, valves, meters, controls, and appurtenances, over, across, and through the land of the GRANTORS situated in \_\_\_\_\_ County, \_\_\_\_\_ Township, State of Ohio, said land being described as follows: Being a tract of land, containing \_\_\_\_\_ acres, more or less, with Parcel # \_\_\_\_\_, or Lot # \_\_\_\_\_ in \_\_\_\_\_ Subdivision, on \_\_\_\_\_ Road and being real estate acquired by GRANTORS in Official Record Book \_\_\_\_\_, Page \_\_\_\_\_, of \_\_\_\_\_ County Recorder's Office, together with the right of ingress and egress over the adjacent lands of the GRANTORS, their successors and assigns, for the purpose for which the above mentioned rights are granted.

The easement hereby granted shall consist of a twenty (20)-foot right-of-way located ten (10) feet on each side of the center line of the waterline as constructed and appurtenances installed on GRANTORS' property on the \_\_\_\_\_ side of \_\_\_\_\_ Road. In the event said road is widened or improved, GRANTEE may move said waterline along the side of the new road's right-of-way so as to permit widening or improvement and the new waterline right-of-way shall be established by the same method aforesaid. GRANTORS, for themselves, their heirs and assigns, agree that upon completion of laying and installing of the waterline and appurtenances, not to remove any dirt, sand, gravel or cover material from the top, or the immediate vicinity, of the waterline, and that the same depth of dirt, fill material and cover will be maintained as is there upon the completion of the installation and laying of said waterline and appurtenances.

The consideration recited herein shall constitute payment in full for all damages sustained by the GRANTORS by reason of installation of the lines and appurtenances referred to herein and the GRANTEE will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to the GRANTORS' premises. This Agreement together with all other provisions of this grant shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

**THIS DOCUMENT MUST BE NOTARIZED.**

\_\_\_\_\_  
**Signature** **Owner**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Signature** **Owner**

\_\_\_\_\_  
**Print Name**

STATE OF OHIO, COUNTY OF \_\_\_\_\_, SS:  
 The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_.



\_\_\_\_\_  
 Notary Public  
 (please stamp inside box)

Prepared by Stanley K. Purdy  
 Attorney at Law  
 318 W. State Street  
 Georgetown, OH 45121