

**EAST MONROE WATER CORPORATION**  
**Subdivision Tap-on Contract**

1. No new subdivision will be permitted access to East Monroe water Corporation (EMWC) services unless it previously has been determined that the services at the tap-on site are sufficient to meet the needs of all future residents of the subdivision and will not interfere with the water use of current customers.

2. All plans for water lines in the new subdivision must be developed by, or reviewed by, EMWC's engineer. The cost must be borne by the developer/owner. A cost estimate for this service will be provided prior to signing this contract.

3. Only EMWC employees are permitted to tap on to EMWC lines. For subdivisions with four or less lots, the tap-on fee will be \$1,000. This includes providing water to a spot in the developer's property to which the subdivision lines can be connected.. For subdivisions with five or more lots the cost will be \$4,200. This includes the service provided for smaller sub-divisions, plus valves and a by-pass meter.

3a. This subdivision will have \_\_\_\_\_ lots.

4. EMWC has the right to elect to install the water line for any new subdivision, and unless EMWC waives this right in writing (as evidenced by the written initials set forth below on line 4(a) by the parties signing this contract on behalf of EMWC) the agreed upon cost for the installation of this water line is the sum of \$\_\_\_\_\_, payable by the developer in full in advance.

4(a) EMWC waives the right to install this line\_\_\_\_\_

5. The line through the subdivision must meet Indiana Department Of Environmental Management current standards. The line must provide service lines to each lot, so that EMWC can provide service whenever the lot owner desires. There must also be a flush hydrant at the end of each terminating line. This flush hydrant must not exceed 4 inches, and is not to be construed as a fire hydrant. The main line must be furnished with locator wire. The developer must provide EMWC with a detailed map of the water system.

6. If not installed by EMWC personnel, EMWC personnel must inspect the line during installation. The line will be installed pursuant to and consistent with all pertinent drawings, plans, specifications, engineering studies and the detailed map referred to in paragraph 5 above, which said documents are incorporated herein by reference. The inspection fee is \$100 per day of construction.

7. There will be a Damage Prevention fee of \$75 per lot in the subdivision.

8. The line will become the property of EMWC once it has been put into service. If the line was not installed by EMWC the developer, or in his absence the installer, expressly warrants that the line be trouble free and fit for its intended purpose for two (2) years, and all costs associated with any required maintenance or repair during that warranty period shall be paid in full by the developer/installer. The signature below of the developer or his/her representative constitutes acceptance of this warranty.

9. The developer certifies and warrants that all necessary and required zoning and planning approvals have been obtained by the developer from all local (city and county), state and federal authorities.

10. It is agreed and understood that all customers served by the water line which is the subject of this contract shall pay for such water at such rates, times and places as shall be determined by EMWC and shall be subject to the rules and regulations of EMWC that may be in effect from time to time.

11. EMWC shall have final jurisdiction in any question on the location of any service line connection to its distribution system; shall determine the allocation to users in the event of a water shortage; and shall have the right to shut off the water service to any user who allows a connection or extension to his/her service line for the purpose of supplying water to another user.

12. The developer certifies and warrants that the developer has supplied to EMWC all necessary and valid easements over and along all real estate upon which this water line is located, and the developer agrees to hold EMWC harmless from any and all claims or disputes arising as the result of this water line.

13. All decisions in connection with the matter of the installation of this line shall remain in the exclusive control of the Board of Directors of EMWC and this water line, once it becomes the property of EMWC, shall vest no right, title or ownership thereto in any other person or entity.

14. EMWC will not be responsible for any property damage reported more than one year after completion of our work.

11. No work is to be done until EMWC is notified, and the costs paid in full by the developer.

12. The signatures below indicate acceptance of these terms by both the developer and by East Monroe Water Corporation.

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Developer or Representative

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East Monroe Water  
Corporation

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Date

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Date