

Water/Wastewater User's Agreement

This agreement between the Monticello Utility Commission (MUC) and _____
hereinafter called the **USER**.

WITNESSETH

Whereas, the **USER** desires to purchase the following services from the **SUPPLIER**, Monticello Utility Commission (MUC) and to enter into a user's agreement:

Water Service: _____ **Wastewater Service:** _____ **Sanitation Service:** _____

Now, therefore, in consideration of the mutual covenants, promises, and agreement herein contained, it is understood and agreed:

Monticello Utility Commission (MUC) shall furnish, subject to the limitations set out in this agreement, water service, wastewater service and sanitation pick up where available to the following location:

SERVICE ADDRESS: _____

SERVICE NOT GUARANTEED

This agreement shall NOT be construed as a guarantee of service. Although the Monticello Utility Commission (MUC) believes their services to be reliable, it does not guarantee service of any type and does NOT provide any liquidation damages for lack thereof.

EASEMENT

The User hereby agrees to give Monticello Utility Commission (MUC), its successors or assigns, a perpetual easement, in, over, under, and upon the above service address with the right to erect, construct, install, and lay, and thereafter use, operate and inspect, repair, maintain, replace and remove water and/or wastewater pipelines and appurtenant facilities, together with the right to ingress and egress over adjacent land for the purpose mentioned above.

WATER USERS

SERVICE LINE – The User shall install and maintain, at their own expense, a service line that must be a 3/4 inch 200 PSI CTS (copper tubing size) polyethylene tubing which shall begin at the water curb box or meter and extend to the dwelling or place of use with a cutoff valve as soon as possible to the premises. The service line shall connect with the distribution system of MUC provided it has been determined that the system is of sufficient capacity to permit delivery of water at that point. The **USER** agrees to pay for water at such rates, time, and place as determined by the Ordinances adopted by the City of Monticello and agrees to the penalties for noncompliance with the above as set forth in this agreement. The **SUPPLIER** shall have exclusive rights to cutoff valve and water meter.

WATER METERS – The location of the water meter on the property will be determined by the **SUPPLIER**. Any new water taps installed and serviced by MUC shall have a meter installed and billed monthly according to the gallons used specified by the current water rate ordinance. All Industrial and Commercial users shall be metered. It is understood and agreed that the **SUPPLIER** reserves the right to determine the size connection to be used to supply water to the **USER**. A 5/8 inch by 3/4 inch meter will be used unless the **USER** contracts for a larger meter. A separate meter must be installed for each residence. A separate contract will be used by mobile home parks when mobile home parks are not supplied by individual meters. Meters larger than 5/8 inch by 3/4 inch meter, requested by the **USER**, shall be subject to actual costs of installation of same. Adjustments to an account due to leaks may be done once a year at the discretion of MUC.

WATER TAPS – New tap on fees are set forth in the current water tap Ordinance adopted by the City of Monticello.

BACKFLOW PREVENTION – and Cross-Connection control devices shall be installed on certain water connections at the owner's expense as deemed necessary by MUC in accordance with Ordinance 505. The **USER** agrees that no present or future source of water will be connected to any water lines served by the **SUPPLIER'S** water lines and will disconnect from his present water supply prior to connecting to and switching to the **SUPPLIER'S** system and shall eliminate present or future cross-connections in his system as required by state law.

WATER ALLOCATION – The **SUPPLIER** shall determine the allocation of water to the **USER** in the event of a water shortage, and may shut off water to the **USER** if he allows a connection or extension to be made of his service line for the purpose of supplying water to another party. 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 **SUPPLIER** may prorate the water available among the various users on such basis as is deemed equitable by the **GOVERNING BODY**, and if at any time the total water supply shall be insufficient to meet all the needs of all the users, the **SUPPLIER** must first satisfy all of the needs of all the 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. In the event MUC has determined there is a system wide water shortage, the **USER** upon notification, agrees to limit their water usage to personal use only.

WASTEWATER USERS

SERVICE LINE – The **USER** shall install and maintain, at their own expense, a service line which shall begin at the sewer tap and extend to the dwelling or place of use. The sewer line shall be four inch schedule 40 or SDR 35 PVC pipe and must be ran from the property foundation to the tap at the property line. Connecting from an existing septic tank is not allowed. Surface water such as gutter downspouts are not permitted in the sanitary sewer and strictly enforced. MUC will provide the connection fitting for your 4" pipe to the main sewer line. The User agrees to pay for wastewater services at such rates, time, and place as determined by the Ordinances adopted by the City of Monticello and agrees to the penalties for noncompliance with the above as set forth in this agreement.

WASTEWATER TAPS – New tap on fees are set forth in the current wastewater tap Ordinance adopted by the City of Monticello.

BACKFLOW PREVENTION – Where it is determined by MUC that the elevation of a service line is such that wastewater backflow would occur, the property owner shall install at his own expense a backflow prevention device on his service line before it enters the premises.

BILLING

RECEIVING YOUR BILL – MUC has two billing cycles, depending on the location of your premises. Cycle 1 is payable by the 10th of each month. Cycle 2 is payable by the 25th of each month. MUC is not responsible for mail delivery and if you do not receive your bill, you may come to the office to pay or put payment along with account number in the night deposit box in the drive through window, or mail payment to MUC.

VACANT PROPERTY – Rental property is the responsibility of the property owner and notification must be made to MUC when property is vacant. Property owner agrees to pay \$ 25.00 activation fee when water, sewer, or sanitation for such services is activated on their behalf. If after a month period, the services are still active, the property owner will then be billed a \$ 50.00 deposit.

LATE FEES – A late fee of 10% of the unpaid monthly charge will be assessed on the account after the 10th or the 25th of the month, whichever applies.

RETURNED CHECKS – A \$20.00 service charge will apply for each returned check or electronic fee not clearing the bank unless it is a bank error confirmed by the bank.

DELINQUENT ACCOUNTS – Delinquent accounts unpaid after the 20th of the month (Cycle 1), and the 5th of the month (Cycle 2), will be disconnected. The service will not be restored until the account balance is paid in full along with a \$ 50.00 reconnection fee. A service fee of \$ 25.00 shall be applied if the delinquent account has been paid after a service person has gone to the premises to disconnect service, but before service was actually disconnected.

CALL BEFORE YOU DIG – Call MUC at (606) 348-8473 during regular business hours for a line locate if you plan on digging. The cost of repairs to water or sewer lines will be charged to the responsible party digging.

IT IS EXPRESSLY UNDERSTOOD BY THE USER THAT THIS AGREEMENT IS SUBJECT TO THE SUPPLIER DETERMINING THE ECONOMIC FEASIBILITY OF PROVIDING WATER TO THE USER AND IN THE EVENT WATER CANNOT BE ECONOMICALLY PROVIDED BY THE SUPPLIER THIS AGREEMENT SHALL BE NULL AND VOID AND ANY DEPOSITS PAID BY THE USER PROMPTLY REFUNDED.

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

MONTICELLO UTILITY COMMISSION

USER: _____

ATTEST: _____

MUC CUSTOMER REPRESENTATIVE

