

CONTRACT FOR WATER SERVICE (NEW METER)

RESIDENTIAL ()

COMMERCIAL/INDUSTRIAL ()

NAME: _____
 FIRST **MIDDLE** **LAST**

MAILING ADDRESS: _____

SERVICE ADDRESS: _____

1. Applicant hereby applies for water service from the City of Eminence upon the terms and conditions set forth in this contract.

2. Applicant will, at the time of signing this contract, pay to the City the following non-refundable connection fee and impact fee:

CONNECTION FEE OF \$ _____ is hereto attached.

IMPACT FEE OF \$ _____ is hereto attached.

Connection fee:

- \$500.00 for ¾" meter
- \$750.00 for 1" meter
- Above 1" meter at cost but not less than \$500.00

Impact fee:

Residential - Single Family: \$500.00
 Multi-Family: \$500.00 per unit

Commercial - Five or less offices or retail establishments: \$ 500.00
 More than five offices or retail establishments: \$1,500.00

Industrial - \$100.00 per 1,000 gallons of anticipated use per month with a minimum of \$500.00.

Applicant also agrees to pay, at the time of signing this contract, a refundable deposit in the amount of \$100.00. This deposit is refundable upon termination of water service and payment of all accounts owed.

3. Applicant agrees to purchase water service under rates, policies, rules and regulations fixed by the City Council. Copies are available for inspection at the clerk's office.

4. Applicant agrees to pay the City's minimum monthly water bill as soon as the City installs the meter and water is made available to the meter, regardless of whether applicant connects to the meter.

5. The meter will be set on applicant's property adjacent to, on the same side of the road, and within five feet of the City's existing water line. Should the distance from the City's line be greater than five feet, applicant may at the City's option, be required to pay part or all of the additional cost. If applicant's property is on the opposite side of the road from the City's existing water line, the service will be run under the road and the meter

set on private property adjacent to the highway right of way, provided that the distance from the City's existing water line to applicant's meter point is not more than fifty feet. Should the distance be more than fifty feet applicant will be required to pay the additional cost of the extension.

6. Applicant agrees to permit the City to lay, maintain, repair, remove and disconnect a water line and meter, and to read meters at a point on applicant's property to be designated by the city for each meter, with right of ingress and egress for these purposes over applicant's property.

7. Applicant will install and maintain at applicant's expense a service line, which shall begin at the water meter and extended to the dwelling or other point of use on applicant's premises.

8. Applicant assumes responsibility for any damage to the water lines and meter, which occur during applicant's connection to the meter.

9. Applicant agrees to provide without cost to the City any properly signed easements required by the City for installation and maintenance of the City's water lines, existing and future; provided such lines cross applicant's real estate and are adjacent and parallel to the right of way for a public roadway.

10. Applicant will not permit anyone else to connect to the City's water line and meter or applicant's service line without the prior written consent to the City.

11. Applicant acknowledges the need to avoid contamination of the City's water system by introduction of foreign water, therefore applicant agrees that applicant's present water supply, if any exists, will be disconnected prior to connecting to the City's water system, and will not connect any other water supply while on the City's system.

12. Applicant is responsible for the cost of repairing all damages done to meter top (covers) regardless of who causes the damage (except damage caused by the City). Applicant is cautioned that many meter tops are damaged by power mowers and by being run over by vehicles.

13. If applicant's account becomes delinquent, applicant agrees to pay the City's attorney fees and cost incurred in collecting that account.

14. By signing hereon, applicant acknowledges that he/she has read the foregoing, received a copy thereof and agrees to be bound by same.

Witness the hands of the parties this _____ day of _____ 20____.

APPLICANT'S SIGNATURE: _____

APPLICANT'S SOCIAL SECURITY NO.: _____

BY: _____