

TATE MONROE WATER ASSN., INC.

Approved by USDA-RD

LOCATION

MAILING

Revised 09-2010

2599 St. Rt. 232

P.O. Box 90

New Richmond, OH 45157

Bethel, OH 45106-0090

All owners of the property to be served, must sign this User's Agreement and an Easement. All spouses of owners must also join in signing the Easement. Failure of any owner, or spouse, to sign will not relieve such owner of liability for payment for water service, and may be grounds to deny, or discontinue service.

- 1. I understand if payment for the water tap and meter setting is made prior to the Water Availability Application evaluation, I may have to make an additional payment should the required meter size be greater than 5/8" or a main extension is required to make the water tap and meter setting conform to the Association's regulations. I further understand that my payment will be refunded if I am not willing to pay these additional costs or if the water service is not available.
2. Whenever the meter vault is installed at any location, a maintenance fee, as adopted by the Board of Trustees, will begin when the meter is installed or at the end of 60 days, whichever is first, and will continue until the meter and vault are legally removed by Tate Monroe Water Assn. If after paying for a water service connection (tap) you do not allow it to be installed within sixty (60) days or less, your entire service connection will be refunded less the current "water availability application fee".
3. I understand it is the property owner's responsibility to flag the meter location within ten (10) to fifteen (15) feet of their driveway and adjacent to the water main between the main and their residence on their property. Tate Monroe Water Assn. will contact any customer after inspection if it is necessary to move the flag. If contact cannot be made the last sentence in Item #2 will apply and the meter will not be set. I also understand that if more than (70) feet of service line is used from the water main to the meter setting, I will be charged the current fee for each additional foot.
4. I understand that at the time of filing the Water User's Agreement with Tate Monroe Water Assn. I must present proof of ownership of the property for which the Water User's Agreement is given or pay a deposit as adopted by the Association. This deposit can be refunded when proof of ownership is provided in the form of a closing statement from the lending institution, a copy of our deed or a letter from a lending institution that the property is titled in your name.
5. I understand that it is my responsibility to ensure all final bills are paid by the previous owner prior to assuming ownership. If uncollected, those amounts will be charge to your account after 30 days.

READ BEFORE EXECUTING THIS AGREEMENT

WATER USER'S AGREEMENT

This agreement entered into between Tate-Monroe Water Association, Inc., a non-profit corporation, hereinafter called the "association", and

_____, member/ water user of the Association, hereinafter called the "customer".

Present address _____ Street _____ City Ohio _____ Phone _____ Zip _____

Billing address _____ Street _____ City _____ State _____ Zip _____

WITNESSETH:

Whereas, the Association is owner and operator of a rural water system which is organized pursuant to ORC Sections 1702.01© and 5709.111. Whereas, the Customer desires to purchase water from the Association and to enter into a water user's agreement as required by the Code of Regulations and/ or Rules and Regulations of the Association.

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, it is hereby understood and agreed by the parties hereto as follows:

The Association shall furnish, subject to the limitations set out in its Code of Regulations and/or Rules and Regulations now in force or as hereafter amended, such quantity of water as the Customer may desire in connection with Customer's occupancy for the following:

For Office Use Only: Residential (Service) Address: Easement Provided (Circle One) YES NO Amount and Date Paid \$ ____:____,20 ____ Date Vault Set _____, 20____ Account Number _____ Street _____ City Ohio, _____ Township _____ Municipality or Village _____ (If within the corp. limits) Zip _____

The Customer Agrees:

- 1. To grant to the Association, its successors and assigns, a perpetual easement, if required, (Form FmHA 442-20) in, over, under and upon the above described land, with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the customer for the purpose of ingress to and egress from the above described lands.
2. To comply with and be bound by the Articles, Code of Regulations and/or Rules and Regulations of the Association, now in force, or as hereafter duly and legally supplemented, amended, or changed.
3. To pay for water at such rates, time and place as shall be determined by the Association, and agrees to the imposition of such penalties for noncompliance as are now set out in the Association's Code of Regulations, or which may be hereafter adopted and imposed by the Association.

4. 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 the present water supply prior to connecting and switching to the Association's system and shall eliminate their present or future cross-connections in the Customer's system. THERE WILL BE NO CROSS-CONNECTIONS BETWEEN THE ASSOCIATION'S WATER LINE AND PRIVATE WELLS OR CISTERNS.

The Customer Shall:

1. Install and maintain at the Customer's expense a service line which shall begin at the end of the meter pigtail and extend to the dwelling or place of use. Water service separately metered for each house, trailer, or other living unit. The Customer shall install a gate valve, a dual check valve, a pressure reducing valve and expansion tank as required by the association.
2. Not place a fence between the meter setting and the residence so that the fence would have to be breached to read or service the meter.
3. Keep the area around the meter setting clear of dirt, vehicles, foliage, etc. and shall be financially responsible for having the meter raised or lowered from the initial setting as a result of landscaping, for any damage to the setting as a result of property maintenance or construction, and for the Association's charges for clearing the area due to lack of maintenance by Customer.
4. Relocation of the water meter, after it is set, due to property boundaries, final grade or driveway relocation, or any other circumstance, will be at my cost.

The Association Shall:

1. Purchase and install a cutoff valve and a water meter in each service line to which the Association has exclusive use.
2. Have the final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water to Customers in the event of a water shortage; and may shut off water to a customer who allows a connection or extension to be made of the Customer's service line for the purpose of supplying water to another property or unit. In the event the total water supply shall be insufficient to meet all the needs of the Customers, or in the event there is a shortage of water, the Association may prorate the water available among the various Customers 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 Customers and require adherence thereto or to prohibit the use of water for garden purposes, washing cars, watering lawns, etc. provided that if at any time the total water supply shall be insufficient to meet all the needs of all the Customers, the Association shall supply water to the Customers in the following order of priorities: (1) domestic purposes (2) livestock purposes (3) garden, lawn, or washing vehicles, etc.

THE CUSTOMER ACKNOWLEDGES that the Association does not warrant any type of fire protection as a part of this agreement and the Customer expressly releases the Association from any and all claims which might hereafter arise due to loss by fire, or incident thereto, should either the water pressure, water supply, or water hydrant fail or prove insufficient to extinguish any fire.

IN THE EVENT THAT WATER SERVICE CANNOT BE MADE AVAILABLE by the Association to the Customer for reasonable cause, the Association shall have the right to terminate this agreement by delivering written notice to the Customer at the earliest possible date.

THE GOVERNING BOARD shall have the authority, in addition to all other rights and remedies, to terminate this agreement in the event that the Customer violated any of the term(s) of this agreement and, in such event, the Customer shall not be entitled to receive, nor the Association obligated to supply, any water under this agreement. If the Customer thereafter complies with the terms of the Agreement, pays all water charges in arrears, all penalties levied against him and the reinstallation fee provided in the Association's Rules and Regulations, he shall then be entitled to a resumption of water service subject to all regulations of the Association.

IN THE EVENT that the Association installs a water main, at their expense, or as a part of a project to which certain potential customers have subscribed and agreed to pay either the entire cost or a portion thereof and thereafter a potential customer(s) attempts to withdraw from their obligation, then such potential customer(s) shall be responsible for a portion of the total cost of the project divided by the number of potential customers who have committed to the project.

THE FAILURE OF A CUSTOMER to pay water charges duly imposed shall result in the automatic imposition of the following penalties:

1. The NET amount of the bill is payable on or before the due date indicated on the bill. Where payment for service is mailed to the Association, the postmark will be taken as the time that the payment is received. Failure to receive bills or notices for water service will not relieve the Customer from responsibility for prompt payment.
2. Payments on bills not received by the due date will be charged a ten percent (10%) penalty. This amount shall constitute the gross amount. If the gross payment is not received fifteen (15) days after the due date, the amount becomes delinquent and service will be discontinued.
3. In the event it becomes necessary for the Association to shut off water to a Customer's property for nonpayment, all unpaid charges plus an established reconnection fee must be paid prior to re-establishment of service. **Payment will be accepted only by Check, Money Order or Cash, after water has been shut off, including fines and costs for damage to lock or service in any way.**

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

Association Authorized Official

Customer

ATTEST: Secretary or Clerk

Customer