

METER USERS AGREEMENT

THIS AGREEMENT, BETWEEN THE *CITY OF YOUNG HARRIS*, A MUNICIPAL CORPORATION, ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF GEORGIA, HEREINAFTER CALLED THE *CITY*, AND A MEMBER, HEREINAFTER CALLED THE *MEMBER*.

NAME: _____ ACCOUNT #: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: (HOME) _____ (WORK) _____

SERVICE: _____ WITHIN CITY _____ OUTSIDE CITY

_____ RESIDENTIAL HOMEOWNER
_____ RESIDENTIAL TENANT: NAME OF OWNER: _____

_____ SINGLE-FAMILY DWELLING
_____ DUPLEX RESIDENTIAL STRUCTURE
_____ MULTIFAMILY STRUCTURE

_____ COMMERCIAL; Nature of Business: _____

_____ INDUSTRIAL: Nature of Business: _____

_____ INSTITUTIONAL: Nature of Business _____

_____ DEPOSIT

_____ CONNECTION FEE

WHEREAS, THE MEMBER DESIRES TO PURCHASE WATER FOR DOMESTIC, BUSINESS OR OTHER USES FROM THE CITY, AND TO ENTER INTO A WATER USERS AGREEMENT AS REQUIRED BY THE CITY.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND AGREEMENTS HEREIN CONTAINED, IT IS HEREBY UNDERSTOOD AND AGREED.

THE CITY SHALL FURNISH, SUBJECT TO THE LIMITATION HEREINAFTER PROVIDED FOR, SUCH QUALITY OF WATER AT THE MEMBER'S PROPERTY LOCATED AT _____

THE MEMBER SHALL INSTALL AND MAINTAIN AT HIS OWN EXPENSE A SERVICE LINE BEGINNING AT THIS PROPERTY LINE AND EXTENDING TO HIS DWELLING OR FACILITY TO BE SERVED.

THE MEMBER'S SERVICE LINE SHALL CONNECT WITH THE DISTRIBUTION SYSTEM OR THE CITY AT THE NEAREST PLACE OF DESIRED USE BY THE MEMBER, PROVIDED THAT THE CITY HAS DETERMINED IN ADVANCE THAT THE WATER SYSTEM IS OF SUFFICIENT CAPACITY TO PERMIT DELIVERY OF WATER AT THAT POINT.

THE MEMBER SHALL PAY FOR WATER AT SUCH RATES, TIMES, AND PLACES AS SHALL BE DETERMINED BY THE CITY. ONLY ONE (1) DWELLING OR FACILITY SHALL BE SERVED THROUGH ONE (1) METER. AT LEAST 12-MONTH'S BILLING AT THE MINIMUM RATE WILL BE CHARGED FOR METERS NOT CONNECTED AT THE TIME OF INSTALLATION; (IT SHALL BE THE RESPONSIBILITY OF THE MEMBER TO NOTIFY THE CITY THAT THE 12-MONTH MINIMUM BILLING REQUIREMENT HAS BEEN FULFILLED). METERS CONNECTED AT TIME OF INSTALLATION WILL BE CHARGED FOR ACTUAL USAGE ACCORDING TO THE PREVAILING RATES AS ESTABLISHED BY THE CITY.

THE MEMBER AGREES THAT HE WILL MAKE NO PHYSICAL CONNECTION BETWEEN ANY PRIVATE WATER SYSTEM AND THE WATER SYSTEM OF THE CITY. THE CITY MAY MAKE INSPECTIONS TO ENFORCE THESE PROVISIONS. VIOLATION SHALL BE GROUNDS FOR DISCONNECTION OF THE SERVICE.

THE CITY SHALL PURCHASE AND INSTALL A CUTOFF VALVE AND MAY ALSO INCLUDE A WATER METER IN EACH SERVICE. THE CITY SHALL HAVE EXCLUSIVE RIGHT TO USE SUCH CUTOFF VALVE AND WATER METER AND TO TURN IT ON AND OFF. THE CITY MAY REFUSE SERVICE TO ANY MEMBER WHO TAMPERS WITH A METER OR OTHER MEASURING DEVICE. FAILURE TO PROVIDE UNOBSTRUCTED ACCESS TO METERS WILL RESULT IN ESTIMATED BILLS UNTIL ACCESS IS PROVIDED.

THE CITY SHALL HAVE FINAL JURISDICTION IN ANY QUESTION OF LOCATION OF ANY SERVICE LINE CONNECTION TO ITS DISTRIBUTION SYSTEM, SHALL DETERMINE THE ALLOCATION OF WATER TO MEMBERS IN THE EVENT OF A WATER SHORTAGE, AND MAY SHUT OFF THE WATER TO A MEMBER WHO ALLOWS A CONNECTION OR EXTENSION TO BE MADE TO HIS SERVICE LINE FOR THE PURPOSE OF SUPPLYING WATER TO ANOTHER USER.

THE MEMBER UNDERSTANDS HE IS ON A "CLOSED SYSTEM" DUE TO BACKFLOW PREVENTION DEVICES INSTALLED BY THE CITY FOR PROTECTION OF THE CITY'S SYSTEM AND WATER SUPPLY.

THE FAILURE OF A MEMBER TO PAY WATER CHARGES DULY IMPOSED SHALL RESULT IN THE FOLLOWING PENALTIES.

- 1. ALL WATER AND SEWER CUSTOMERS SHALL PAY THEIR BILLS ON OR BEFORE THE SIXTEENTH (16TH) DAY OF THE MONTH. IN THE EVENT THE CUSTOMER HAS FAILED TO PAY THEIR WATER AND SEWER BILL BY THE SIXTEENTH DAY OF THE MONTH THERE SHALL ACCRUE A PENALTY FOR NON-PAYMENT OF TWENTY (20%) OF THE PRESENT OUTSTANDING BILL. IF THE CUSTOMER HAS NOT PAID THEIR BILL BY THE FIFTH DAY OF THE FOLLOWING MONTH FROM WHEN THE BILL BECAME DUE WATER AND SEWER SERVICE SHALL BE SHUT OFF. ALL CUSTOMERS WHO DESIRE TO HAVE THEIR WATER AND SEWER SERVICE REINSTATED AFTER BEING SHUT OFF SHALL BE REQUIRED TO PAY A SEVENTY FIVE (\$75) DOLLAR RECONNECTION FEE.**
- 2. NONPAYMENT FOR THIRTY (30) DAYS AFTER THE ORIGINAL DUE DATE WILL ALLOW THE CITY, IN ADDITION TO ALL OTHER RIGHTS AND REMEDIES, TO CANCEL THE MEMBER'S MEMBERSHIP CERTIFICATE AND TERMINATE HIS MEMBERSHIP, AND IN SUCH EVENT THE MEMBER SHALL NOT BE ENTITLED TO RECEIVE, NOR THE CITY OBLIGATED TO SUPPLY WATER IN ANY WAY UNDER THIS AGREEMENT.**
- 3. CONSUMERS SHALL BE SOLELY RESPONSIBLE FOR PAYMENT OF ALL OUTSTANDING WATER AND SEWER BILLS UNTIL WRITTEN NOTICE IS GIVEN TO THE CITY OF THE CONSUMER'S INTENT TO DISCONTINUE SERVICE. NOT LESS THAN THREE (3) DAYS' NOTICE SHALL BE GIVEN, IN PERSON OR IN WRITING, TO DISCONTINUE WATER AND SEWER SERVICES OR TO CHANGE OCCUPANCY.**
- 4. ANY CHANGES OF NAME OR ADDRESS BY THE CONSUMER MUST BE SUBMITTED TO THE CITY CLERK IN WRITING.**

MEMBERSHIP MAY BE CANCELLED AND/OR SERVICE DISCONTINUED BY THE CITY FOR ANY VIOLATION OF ANY RULE, REGULATION, OR CONDITION OF SERVICE AND ESPECIALLY FOR ANY OF THE FOLLOWING REASONS:

1. MISREPRESENTATION IN APPLICATION AS TO THE PROPERTY OR FACILITIES TO BE SUPPLIED OR USE TO BE MADE OF THE SERVICE.
2. TAMPERING WITH MAIN LINES OR VALVES OR PERMITTING SUCH TAMPERING BY OTHERS.
3. CONNECTIONS, OR CROSS-CONNECTIONS, FROM THE MEMBER'S SERVICE LINE TO FACILITIES NOT COVERED BY THIS AGREEMENT.

IN WITNESS WHEREOF, WE HAVE HEREUNTO EXECUTED THIS AGREEMENT THIS
_____ DAY OF _____, _____.

SIGNATURE OF MEMBER

CITY OF YOUNG HARRIS: _____