

TOWN OF MONTEAGLE CONTRACT FOR UTILITY SERVICES

I/We hereby make application for Water and Sewer services from the **Monteagle Public Utility Board** for residential and/or commercial use and agree to abide by all sections of this contract. By signing this contract, I signify that I have read and agree to the following conditions and policies:

SECTION I SERVICES AND RATES

- A. If I live in an area where sewer services are available, I must pay the current rate for sewer services whether or not my property is hooked onto the sewer system.
- B. I am required by law to connect to and use the city's water and sewer system if such services are available to me.
- C. **The Monteagle Public Utility Board** has different rates for residential use and commercial Use inside the city limits and residential use and commercial use outside the city limits. I will be billed for my appropriate classification.
- D. I, or my representative, must be present when services are turned on. I will not hold the **Monteagle Public Utility Board** responsible for damages that may occur if I fail to have someone present.
- E. I will pay the current rate for a non-refundable service charge and deposit before services are turned on.

SECTION II LATE PAYMENT OF BILLS

- A. Current charges not paid in full by the date due shown on the bills are considered past due and will result in a 10% late charge being added to my account.
- B. Past due payments of all charges are due no later than the 2nd Monday of the Month after the due date on my bill. (Notice is on the bill.)
- C. The **Monteagle Public Utility Board** is not responsible for mail delivery. Failure to receive a bill does not exempt me from penalties or disconnection.
- D. I am responsible for timely payment of my account with the **Monteagle Public Utility Board**. Services will be disconnected without further notice on the Tuesday following the 2nd Monday of the month after the due date shown on monthly bills. The current delinquency fee will be charged if my bill is not paid in full when the monthly shut-offs begin, whether or not my service is disconnected.
- E. If I receive water and/or sewer service at one location, or service at more than one location (a business and a residence), these separate billings constitute one account with the **Monteagle Public Utility Board**. Charges for one service or one location may be added to charges for another service or location for which I am responsible. Such consolidation of billings will occur if I fail to pay for a service which results in disconnection, or if I discontinue service at a location for which I am responsible.

SECTION III LARGE BILLS DUE TO LEAKS OR UNKNOWN CAUSES

- A. The **Monteagle Public Utility Board** allows one (1) adjustment per year for leaks. Adjustments are based on previous usage.
- B. If a leak occurs and I am unable to pay the entire bill by the due date, I will be permitted to pay my average bill, and the **Monteagle Public Utility Board** will waive late charges on the remainder and allow me to pay the bill in monthly installments as set forth in the **Monteagle Public Utility Board's** leak policy.
- C. If I have a bill I deem to be excessive, and am not aware of a leak that has occurred, I have the right to request that my meter be re-read . If the meter reading is higher than the reading on my bill, I will be charged the current service charge, and no adjustment will be made to my bill. (Customer may avoid the service charge for re-reading a meter by calling in a reading to the **Monteagle Public Utility Board** Office) If I am dissatisfied with the billing, I have the right to request that my meter be tested for accuracy. Charges will be as follows:

Residential: \$100.00

Commercial: \$ Cost plus

If the test shows the meter to be accurate, I will be charged for the cost of the meter test and no adjustment will be made. If the meter is registering high, I will not be charged for the testing and my bill will be adjusted accordingly. Payment may not be withheld due to a dispute over the billing.

SECTION IV METER TO REMAIN PROPERTY OF MONTEAGLE PUBLIC UTILITY BOARD

- A. Meter's, as well as meter boxes, valves, and other miscellaneous fittings on the **Monteagle Public Utility Board's** side of the meter shall remain the property of the **Monteagle Public Utility Board**.
- B. Tampering with a meter for any reason is a violation of the law and punishable by paying a minimum fine of \$75.00 (Seventy Five and No/100 dollars).
- C. Access to Meter for monthly readings and/or inspection must be easily accessible. Meters located behind Fencing, Locked Gates is not acceptable. Area surrounding meter, if on private property, must be maintained for easy access. (Cutting of grass; debris re-movable, etc.) At the time this Agreement is entered into, City Personnel will verify location of meter with Property Owner for acceptable accessibility.

SECTION V BILLING

It is the policy of the **Monteagle Public Utility Board** that residential services must be in the name of the actual adult resident(s) of the location (except rental property that is put in the name of the landlord and is billed at a commercial rate.)

The purpose of this policy is to prevent customers from obtaining service in a different name in order to avoid payment of an old bill. If a customer leaves the area and comes back, the

amount of the delinquent/old bill will be added to the current/new water, and/or sewer bill. It is a breach of this contract for services to be put in another person's name or to fail to list another adult resident. I understand that I am fraudulently obtaining utility services if I allow another person to put their billing in my name or if I fail to list an adult resident who owes the **Monteagle Public Utility Board** an old bill.

SECTION VI LEGAL ACTION

- A. If the **Monteagle Public Utility Board** is forced to take legal action against me for collection of a debt or violation of this contract, I agree to pay such action, including, but not limited to attorney's fees and court costs.
- B. Customer agrees not to allow any cross-connection between utility service and a private well or any other connection, either inside or outside of any building, in such a manner that a flow of water from such connection may potentially be introduced into utility service lines.

SECTION VII WATER AND/OR SEWER

- A. I understand that I am responsible for all water and sewer lines and connections on the customer side of the meter. The **Monteagle Public Utility Board** has made me aware that underground water lines can be subject to corrosion. I accept responsibility for checking my system for the existence of underground lines and if any are found; I will have periodic testing done for corrosion. I understand that corrosion of underground lines could cause damage to the system, and may result in leakage and excessive water loss.

SIGNED: _____

SERVICE ADDRESS: _____

BILLING ADDRESS: _____

PHONE: _____

OTHER RESPONSIBLE ADULTS AT THIS LOCATION:

FOR OFFICE USE ONLY

ACCOUNT#: _____

DEPOSIT PAID: _____