

Jefferson County Water & Sewer District
P.O. Box 2579
Wintersville, OH 43953

Water User's Agreement

Date _____

Account No. _____

Owner Name _____

Service Address _____

Billing Address (If different than service address) _____

Telephone No. _____ Township _____

This agreement is made and entered into on the date this Agreement is executed between Jefferson County Water & Sewer District ("Jefferson"), P.O. Box 2579, Wintersville, Ohio 43953, and the Signer(s) hereof. The parties signing this Agreement understand that Jefferson will supply water service to the Owner and, where applicable, Owner's Tenant, at the service address listed above, under the terms and conditions listed in this Agreement. In consideration of the mutual promises and obligations in this agreement, and intending to be fully bound by these terms, the parties agree as follows:

1. **Stipulations:**

- a. There will be one statement sent to the service address listed above, or to the billing address if different from the service address.
- b. Notice of obligation to pay for water delivered to point of connection occurs when water is delivered to the service address, regardless of user and regardless of failure to receive an invoice or to be notified of non-payment or delinquency of payment. Any notice sent to a Tenant or to a service or billing address is understood to be notice to the Owner.

2. **Owner agrees as follows:**

- a. Owner agrees that immediately upon the completion of the installation of the service line, meter vault, meter, tap or other devices needed for the service connection to Owner's service line, whether that line is installed or not, Owner shall pay the appropriate charges as provided pursuant to the County rate and fee schedule. Provided further, Owner shall also be obligated to pay the minimum monthly bill charged by the County for such service for so long as the service is made available to Owner, regardless of whether the Owner connects the Owner's service line to the tap, meter or service line of the County.
- b. To pay or be responsible for payment of water delivered to the service address at the point of connection to the service line at the rate then existing and according to such payment schedules, terms and conditions as established by Jefferson regardless of the party or parties using or consuming the water being supplied;
- c. To pay all invoices within twenty (20) days of the due date established by Jefferson. A late charge shall be added for late payment. Failure to receive an invoice is not an excuse for non-payment or late payment;
- d. To permit Jefferson, its agents and representatives, full and unrestricted access to the premises being serviced pursuant to this agreement, including but not limited to the water line(s), meter vault, service line(s), and property adjacent and connected thereto for purposes of inspection, repair, removal of fixtures and equipment, testing, maintenance, monitoring or any other lawful purpose relating to the services provided by Jefferson;
- e. That Jefferson has the right, with or without notice to terminate, interrupt, discontinue, limit and restrict services, including the provision of water to Owner in the event that an unauthorized connection or use of Jefferson's water lines or systems is made, or in the event Jefferson, in its sole discretion, determines that the integrity and or safety of its system has been compromised or threatened as a result of an unauthorized use of its lines or systems, near or adjacent to the Owner's premises;
- f. That Jefferson has the right to terminate services, including the provision of water to Owner, in the event Owner has failed to pay the water bill;
- g. In the event service is terminated, and subject to the right of Jefferson to refuse to restore water services, Owner will be required to pay a reconnection charge as applicable and such other charges Jefferson incurs in the connection; and
- h. To comply with all policies, rules and regulations of Jefferson, regardless of date of adoption, relating to the use and consumption of water and services supplied to Owner by Jefferson pursuant to this agreement.
- i. Owner further agrees that in the event JCWSD requests an easement in, over and across Owner's property for the purpose of extending or installing its water lines to improve, maintain and service Jefferson's water system and customers, Owner shall grant such easement without additional compensation other than Jefferson's commitment to restore the surface of the easement area to as good or better condition as it was prior to the extension or installation of the water line(s).

3. **If applicable, Tenant agrees as follows:**

- a. To pay Jefferson a water supply and payment deposit as set by Jefferson. Tenant agrees that such deposit may be applied by Jefferson toward the account, the final invoice, or toward any unpaid delinquent water bill, service fee or expense attributable to Tenant. Tenant agrees that no interest shall accrue or be payable on said deposit during the term of this agreement;
- b. To pay all invoices within twenty (20) days of the due date established by Jefferson. A late charge shall be added for late payment. Late payment means any payment not **received by** Jefferson by the close of business two (2) business days after the stated due date. Failure to receive an invoice is not an excuse for non-payment or late payment;
- c. To permit Jefferson, its agents and representatives, full and unrestricted access to the premises being serviced pursuant to this agreement, including but not limited to the water line(s), meter vault, service line(s) and property adjacent and connected thereto for purposes of inspection, repair, removal of fixtures and equipment, testing, maintenance, monitoring or any other lawful purpose relating to the services provided by Jefferson;
- d. That Jefferson has the right, with or without notice to terminate, interrupt, discontinue, limit and restrict services, including the provision of water to Tenant in the event an unauthorized connection or use of Jefferson's water lines or systems is made, or in the event Jefferson, in its sole discretion, determines that the integrity and or safety of its system has been compromised or threatened as a result of an unauthorized use of its lines or systems, near or adjacent to the Tenant premises;
- e. Owner has access to account statements of Tenant at any time;
- f. That Jefferson has the right to terminate services, including the provision of water to Tenant, in the event the water bill has not been timely paid;
- g. In the event that service is terminated, and subject to the right of Jefferson to refuse to restore water services, Tenant will be required to pay a reconnection charge as applicable; and
- h. To comply with all policies, rules and regulations of Jefferson, regardless of date of adoption, relating to the use and consumption of water and services supplied to Tenant by Jefferson pursuant to this agreement.

4. **Election of Remedies:**

- a. Any Owner or Tenant who brings an action against Jefferson may not bring any other action or proceeding under the common law, Federal Law, State Law, Township, Village, or any other municipal law, that seeks monetary or non-monetary compensation by reason of the same subject matter; and
- b. Any Owner or Tenant who brings an action against another entity under the common law, Federal Law, State Law, Township, Village, or any other municipal law, that seeks monetary or non-monetary compensation arising out of a claim for which such Owner or Tenant also pursues against Jefferson, which would otherwise be cognizable, may not recover from Jefferson for such claim.

5. **Billing Information**

- a. Bills are mailed out the last working day of every month.
- b. Payments are due by the 20th of every month
- c. A 10% late charge is added to the current bill if the account is not paid in full by the 20th.
- d. We are not responsible for mail delivery. If you do not receive a bill by the first of the month, you must contact our office.
- e. You will receive a bill every month regardless of usage.

6. **Payments**

- a. By mail (PLEASE NOTE: we are not responsible for mail delivery) Our mailing address is: PO BOX 2579 Wintersville, OH 43953
- b. At our office located at 596 State Route 43, Wintersville, Ohio. Office hours Monday-Friday 8:30 am to 4:30 pm
- c. Our Drop Box located in Front of our office. CHECK ONLY.
- d. Automatic Monthly Credit Card plan
- e. We accept Visa and Master Card or a Debit Card

7. **Charges**

- a. Water \$ 35.79 minimum bill for 3,000 gallons of water per month (each 1,000 consumed over the minimum is an additional \$7.50 per thousand)
- b. Sewer \$30.00 minimum bill for 3,000 gallons (each 1,000 consumed over the minimum is an additional \$7.50 per thousand)

8. **Backflow Prevention**

The owner agrees to comply with the requirements of the Ohio Environmental Protection Agency that no other present or future source of water will be connected to any water lines served by Jefferson County Water and Sewer District lines and will disconnect from its present water supply prior to connecting to and switching to Jefferson County Water system; and will properly abandon any auxiliary sources of water on the premises, such as well or cistern, or either 1. Install a reduced pressure principle backflow preventer on the service line, or 2. Meet other requirements which may be allowed.

I fully understand and agree to all the provisions of this contract. All information given by me is true. I understand that Jefferson has relied on my representations and commitment to be bound by this agreement in providing water pursuant to this agreement.

CONTRACTING PARTY

JEFFERSON COUNTY WATER & SEWER DISTRICT

By: _____
Owner

By: _____
Authorized Representative

Date