

**VILLAGE OF BARNESVILLE WATER DEPARTMENT
WATER USER'S AGREEMENT**

This agreement made this _____ day of _____, 20____ by and
between the Village of Barnesville, Ohio, hereinafter called the Village and
hereinafter referred to as the User.

WITNESSETH

Whereas, the User desires to purchase water from the Village and to enter into a water user's agreement;

Now, therefore, in consideration of the mutual covenants, promises and agreements herein contained it is hereby understood and agreed:

SECTION I

Village shall furnish subject to the limitations set out, the rules, regulations and by-laws of Village and those matters hereinafter provided, such quantity of water as User may desire in connection with his occupancy of the described property:

User shall pay for all water passing through the meter in accordance with Village's water usage rates, as said rates may be changed from time to time.

SECTION II

User shall provide to Village, its successors and assigns such easements as are necessary to construct, operate, inspect, repair, maintain, and replace a transmission pipeline and appurtenant facilities, and such other easements as are necessary to connect the transmission line to User's property described above.

SECTION III

All construction and connections shall be to Village's specifications. The service line shall be properly connected to the metering system of the Village. Such connection shall be made only after prior approval is received from the Village for such connection. User shall be the owner of all equipment and material installed from the corporation stop except the service tap, meter, and cut-off valve, which shall be owned by the Village.

SECTION IV

User agrees to pay a connection fee of \$ _____ upon execution of this agreement. Owners shall not be charged a meter deposit and no part of the connection fee shall be refunded after discontinuation of service.

Renters and those buying on land contract are required to pay a security deposit of \$100.00 for service. Such payment must be paid for in advance.

User agrees to pay for the water used at such rates, time and place as shall be determined by the Village including any penalties due and owing for non-compliance or late payment as set out in rules and regulations of the Village. User agrees to pay a tap fee of \$ _____. User shall also be responsible for all Village costs in excess of \$ _____ incurred in installing the tap or otherwise in connecting User's property to the transmission line. The user shall connect his service lines to the Village's distribution system and shall commence to use water from the system on the date that water is made available to User by the Village.

SECTION V

User agrees that the Village shall have the right to locate service tap as such location as it desires.

SECTION VI

In the event total water supply shall be insufficient to meet all the needs of the Users or in the event there is a shortage of water, the Village may pro-rate the water available among the various Users on such basis as is deemed equitable by the Village and may also prescribe a schedule of hours covering usage of water for garden purposes or other purposes by particular Users and require adherence thereto or may prohibit the usage of water for such purposes. Further provided, if at any time the total water supply shall be insufficient to meet the needs of the Users, the Village must first satisfy all the needs of the User for domestic purposes and then supply any water for livestock purposes, lastly, supplying water for garden and other purposes.

SECTION VII

User further agrees to comply with the requirements of the Ohio EPA pertaining to back flow prevention and cross-connection control.

SECTION VIII

The Village shall have the authority, in addition to all other rights and remedies, to terminate this agreement and, in such event, the User shall not be entitled to receive, or the Village obligated to supply any water under this agreement. Prior to the User being entitled to a resumption of water services after being disconnected due to a violation in the terms of this agreement, User shall pay all arrearages, water charges, penalties and construction costs and shall also pay a reinstallation fee provided in the Village's rules and regulations.

SECTION IX

In the event the User shall breach this agreement by refusing or failing, without just cause, to pay any charges due, service will be disconnected and shall not be reconnected until such time as all fees have been paid including any penalties incurred. Failure of a customer to pay all water charges duly imposed shall result in the automatic imposition of the following penalties:

- (1) User shall pay a ten (10) percent penalty if monthly bill is paid after the due date.
- (2) If user fails to pay his bill within two (2) weeks from the due date, the Village may in addition to other remedies, shut off User's water service.
- (3) Upon service being disconnected as stated herein, the reinstatement fee of \$50.00 (by the renter or those buying on land contract) will be charged for the reconnection of the service. The property owner's reinstatement fee for service will only be \$25.00.

IN WITNESS WHEREOF, we have hereunto executed this agreement this _____ day of _____, 20____ in duplicate originals.

VILLAGE OF BARNESVILLE

By:

Property Owner

Property Owner