

**Town of Mount Olive**  
P. O. Box 510, Mount Olive, MS 39119

**WATER USERS AGREEMENT** Account Number \_\_\_\_\_  
Previous User \_\_\_\_\_  
Application Date \_\_\_\_\_

I, \_\_\_\_\_, hereby make application to Town of Mount Olive, (hereinafter called the Utility) for water service.

**Witnesseth**

In consideration of the Utility providing water service to me, I agree:

1. To pay all necessary installation and / or connection charges as required by the Utility for water service, which includes a refundable security deposit.
2. To install and maintain at my expense all necessary service lines, plumbing and fixtures to enable the property owned by me to be connected to the Utility's water meter.
3. To pay all monthly charges beginning with the first complete billing cycle after water service has been established at the Utility's water meter on my property. I understand that regardless of whether or not I have installed the necessary service line or have consumed any water; I will still be required to pay the necessary monthly minimum established by the Utility. I further understand that if I do not receive a statement of current monthly charges it is my responsibility to contact the Utility during normal business hours to arrange payment and the fact that I have not received a water statement does not waive my responsibility to pay those charges or any late assessments or service charges that result from my failure to remit the proper payment when it is due.
4. To use the water in accordance with the rules and regulations established in the Utility's Bylaws and Amendments, which includes prohibiting me from connecting or allowing the connection of other residential dwellings or businesses to my water service.
5. To properly notify the Utility when I change mailing addresses, if I relinquish control of my property or for any other reason to request that water service to my property be terminated.
6. To grant the Utility, its successors and assigns, a perpetual easement in, over, under and around my property 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 me for the purpose to ingress to and egress from the Utility's easement.
7. The applicant agrees to follow the guidelines set forth by the State Department of Health regarding onsite wastewater disposal.

In consideration of my payment of all charges necessary for the installation and / or connection of water, the Utility agrees:

1. To make every effort to provide a continuous supply of safe potable water to me. I understand that at times due to equipment or power failures, water main breaks, weather related damage, and other unpreventable circumstances that the supply of water to my property may be interrupted. I understand that a guarantee of an uninterrupted supply of water cannot be granted by any water utility including Town of Mount Olive and that if my residence or business requires a continuous supply, then it is my responsibility to install at my expense the necessary equipment to provide an alternate water supply. I further understand that I am required by law to notify the Utility of my intention to connect an alternate supply and that the Utility is required by law to inspect the supply to ensure that I have included the required backflow devices to prevent possible contamination to the Utility's water distribution system.
2. To charge me each month the established minimum charge plus applicable rates according to the actual flow usage registered on the Utility's water meter and recorded monthly by the Utility. I understand that at times inclement weather may prevent the reading of the water meter on my property and that the Utility may use an estimated charge based upon my historical consumption and that such estimations are provided by law but restricted by the fact that actual readings must be recorded the month preceding and the month following the estimation and that I must be notified that the charges are based upon usage estimates. I also understand that it is my responsibility to provide proof of reading error or payment error to the Utility in order for an adjustment to be considered.
3. To notify me of any changes in rates, policies, or amendments to the bylaws of the Utility

**(PRINT OR TYPE) and Affix MSDH Notice of Intent (Copy) to Utility Copy of Users Agreement**

| Office Use Only       |        |   |  |
|-----------------------|--------|---|--|
| Amount Received:      | \$     | Property Owner: _____                           |  |
| Retainable Charges:   | \$     | Renter: _____                                   |  |
| Membership:           | \$ N/A | Mailing Address: _____                          |  |
| Refundable Deposit:   | \$     | Service Address (E-911): _____                  |  |
| Date Funds Deposited: | / /    | City/State/Zip: _____                           |  |
| Received By:          |        | Telephone (Home): _____ Telephone (Work): _____ |  |
| Taxable or Tax Exempt |        | Drivers License #: _____ State: _____           |  |
| Applicable Rate Table |        | Social Security Number: _____                   |  |
|                       |        | DOB: _____                                      |  |

**Required Fees**

Security Deposit: (Refundable upon Termination of Services) Permanent Structure \$100  
 Water Tap Fee: (Non-Refundable Materials and Labor Costs of Installing Service) \$225  
 Service Fee: (Non-Refundable Labor Costs because of Non-Payment) \$40  
 Highway Road Bore Fee: (Non-Refundable Extra Charge if Main is on opposite side of state-aid road or highway)

**COST OF LABOR  
AND MATERIALS**

Town of Mount Olive  
Reconnect policy  
Returned check policy

The Town of Mount Olive has adopted the following Water Payment Policy.

If your water account is past due for non-payment, the past due amount has to be paid by the 5<sup>th</sup> of the following month to avoid disconnection of water services. If your water is disconnected, you will be charged a \$40.00 non-refundable reconnect fee in addition to any balance that you owe. **ONCE YOUR SERVICES ARE DISCONNECTED, YOU MUST PAY THE ENTIRE WATER BILL IN FULL. NO PARTIAL PAYMENTS WILL BE ACCEPTED.**

The Town of Mount Olive has also adopted the following returned check policy.

If your check is returned to the Town of Mt. Olive for insufficient funds you will be charged a fee of \$25.00 for the returned check. You will have two days to pick-up your returned check and pay the fees. If you fail to pick up your returned check and pay the required fees within the two days, an additional non-refundable \$30.00 service fee will be added to your bill. If the Town of Mt. Olive receives two returned checks for your account, you will no longer be allowed to pay by check.

I agree to adhere to the policies and procedures of the Town of Mount Olive.

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Signature

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Print Name

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Date