

STATE OF GEORGIA
COUNTY OF HARALSON

City of Buchanan

(WATER-SEWAGE-SANITATION)
COMMERCIAL USERS AGREEMENT

This agreement between the City of Buchanan organized and existing under and by the virtue of the laws of the State of Georgia, hereinafter called the City of Buchanan, and _____ a user of the City hereinafter called the user.

WITNESSETH

Whereas the user desires to purchase water for domestic, commercial, agricultural, industrial and other uses, from the city and to enter into a Water Users Agreement as required by laws of 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 limitations provided for in the bylaws, services, rules, and regulations, hereinafter provided for, such quantity of water as the user may desire in connection with his/her occupancy of the following described property, physical address to wit:

The city may shut off the water of the User who allows a connection or extension to be made to his service line for the purpose of supplying water to another user. Only one household/business allowed per tap.

The User shall grant the City, its successors or assigns, the right of ingress and egress over the real property of The User for installation, maintenance, repair and service of the facilities of The City which may be situated thereon or adjacent thereto.

The User shall install and maintain at his own expense a service line which shall begin at a point designated by the City at his property and extend to the dwelling and other portions of his premises.

The User's service line shall connect with the distribution system of The City at the place designated by The City, provided The City has determined in advance that the City's water system is of sufficient capacity to permit delivery of water to that point.

The User shall pay for such water at such rates, time and place as shall be determined by The City and agrees to the penalties for noncompliance with the above as set out in the current rules and regulations.

The City shall purchase and install a cut-off valve and may also include a water meter in each service. Such a cut-off valve shall be installed upon The User's property line. The City shall have exclusive rights to use such cut-off valve and water meter to turn it on and off. The User shall furnish and maintain a private cut-off valve on the consumer's side of the water meter and a backflow on the sewage line. A 3/4-inch double check valve will be installed on the User's side of the meter and is included in the total cost. The City strongly recommends that the user purchase and install a pressure reducer valve.

The City shall make the final determination in any question of location of any service line connection to its distribution system and shall determine the allocation of water to users in the event of a water shortage.

The User agrees to comply with the requirement of the Georgia State Health Department, that no other present or future source of water will be connected to any water lines served by the City's water lines and will disconnect from his present water supply prior to connecting to and switching to the City's system.

The User shall connect his service lines to The City's distribution system and shall commence to use water from The City's system on the date the water is made available to The User by The City. Water charges to The User shall commence on the date the water is made available by The City to The User providing that the plumbing connection has been made. The failure of The User to pay water charges duly imposed shall result in the automatic imposition of the, following penalties:

A. Nonpayment by the tenth of each month will be subject to a penalty of (10%) of the delinquent account.

B. Nonpayment for sixty (30) days after the original due date will allow The City, in addition to all other rights and remedies, to terminate the agreement, and in such an event, a Turn-Off Notice will be sent to The User, at which time The User will have ten (10) days from the date the Turn-Off notice is sent to bring their account up to date. If The City does not receive a reply from The User within the ten (10) days, The User shall not Be entitled to receive, nor The City obligated to supply, any water under this agreement. Therefore, the water will be shut off and the meter locked and will not be reconnected until The City receives payment in full of the amount due plus the reconnect fee of twenty-five dollars (35.00).

C. In the event the water is shut off, if at any time the meter and/or locks are tampered with an additional fee of five hundred (\$500.00) will be imposed.

D. A second violation will result in a warrant being issued for arrest (Official Code of Georgia 16-7-25). If arrested, full restitution plus court cost and any expense to the city must be reimbursed.

E. An additional fee of \$35.00 will be imposed for each returned check. The City does not return checks to any bank after it has been returned for insufficient funds. The User will be given a maximum of 5 days to pay balance of check plus the returned check fee, in cash. If payment is not made service will be interrupted until full payment is made. If User gives City a check that is returned to avoid interruption of service for non-payment, service will immediately be interrupted. If User gives the City more than one check that was returned for insufficient funds within (1) year, The City will no longer accept checks from that User. If User gives the City a check that was returned on a closed account, The City will no longer accept checks from that User.

The foregoing notwithstanding, The City reserves the right to make or amend the bylaws or the rules and regulations of the system from time to time, and The User agrees to abide by such changes.

In the event the city determines it is not feasible to provide water service at this location, all monies will be refunded, and this agreement will be null and void.

The undersigned applicant for water service hereby waives and releases unto The city all rights and claims, his heirs, legal representatives and assigns, and in case of an authority, its successors and assigns, for any and all loss or damage of any nature to the person or property of the subscriber which may or shall be caused by The City, its agents, employees or officials in or as a result of the creation, installation, maintenance, and operation of said water system and does likewise indemnify and save harmless The City from all claims and damages of any structure to person and property of others which may or shall arise as a result thereto.

SEWER TAPS MONTHLY SEWAGE RATE IS WATER RATE TIMES 160%

4 IN TAP	\$2,500.00
COMM. 4IN TAP	\$3,500.00 PLUS \$500.00 PER UNIT
COMM. 6IN TAP	\$5,000.00 PLUS \$1,000.00 PER UNIT
COMM. 8IN TAP	\$7,500.00 PLUS \$1,500.00 PER UNIT

RESIDENTIAL WATER RATES

INSIDE CITY \$16.02 FIRST 2000 GALLONS \$4.97 FOR EACH ADDITIONAL 1000 GALLONS
OUTSIDE CITY \$21.36 FIRST 2000 GALLONS \$6.62 FOR EACH ADDITIONAL 1000 GALLONS

WATER TAPS INSIDE CITY LIMITS

¾ IN METER	\$1000.00
1 IN METER	\$1,500.00
COMM. 2 IN METER	\$2,000.00 PLUS COST
COMM. 3 IN METER	\$2,750.00 PLUS COST
COMM. 4 IN METER	\$3,500.00 PLUS COST
COMM. 6 IN METER	\$7,500.00 PLUS COST
COMM. 8 IN METER	\$10,000.00 PLUS COST

WATER TAPS OUTSIDE CITY LIMITS

¾ IN METER	\$1,000.00
1 IN METER	\$1,500.00
COMM. 2 IN METER	\$2,000.00 PLUS COST
COMM. 3 IN METER	\$2,775.00 PLUS COST
COMM. 4 IN METER	\$3,750.00 PLUS COST
COMM. 6 IN METER	\$7,500.00 PLUS COST
COMM. 8 IN METER	\$11,250.00 PLUS COST

SANITATION INSIDE CITY LIMITS

POLY CART	\$12.50 PER MONTH
POLY CART (HANDICAPP)	\$13.50 PER MONTH

SANITATION OUTSIDE CITY LIMITS

POLY CART	\$13.50 PER MONTH
POLY CART (HANDICAPP)	\$14.50 PER MONTH

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

City of Buchanan

TO RECEIVE SERVICE: This Section must be completely filled out and signed.

Print Name

Signature

Property Address

City, State, Zip

Mailing Address

City, State, Zip

Daytime Phone

Cell Phone

Work Phone

Emergency Contact

Phone

Email

Upon payment of deposit a minimum bill will commence thereafter:

Paid 300.00 Deposit Unlock Meter

Did Not Pay \$300.00 Deposit Leave Meter Locked

"The following information is requested by the Federal Government in order to monitor compliance with Federal Laws prohibiting discrimination against applicants in the program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race/national origin of individual applicants on the basis of visual observation or surname."

- _____ White, not of Hispanic origin
- _____ Black, not of Hispanic origin
- _____ American Indian or Alaskan native
- _____ Hispanic
- _____ Asian or Pacific Islander

"This is an Equal Opportunity Program. Discrimination is prohibited by Federal Law. Complaints of discrimination may be filed with the Secretary of Agriculture, Washington, D.C. 20250."