

Water Office
1100 Walnut Street
Coshocton, OH 43812

740-622-2626
740-623-5927-Fax



Mark Mills
Mayor

David A Kadri
Utilities Director

AGREEMENT FOR UTILITY SERVICES

This "Agreement For Utility Services" ("Agreement") is made and entered into on the date this Agreement is signed by the Director for the City of Coshocton ("City") and the Owner. By the terms of this Agreement, City will provide utilities to the service address and Owner will pay for such services according to the terms of this Agreement, the policies and procedures adopted by the City's Utilities Department relating to such services, and all applicable ordinances of the City.

In consideration of the mutual promises and obligations contained herein, and other good and valuable consideration, whether expressly set forth herein or not, receipt of which is hereby acknowledged, the parties agree as follows:

I. Obligations of City: Utility Service to be Provided

- A. City agrees, if available, to provide water, wastewater, and trash service at the service address at the rates currently existing and thereafter as may be modified by City pursuant to its authority. Such service shall begin within seven days of the initial payment by Owner as provided for herein and the execution of this Agreement by City and Owner.
- B. Billing statements shall be mailed to Owner on a monthly basis to the Owner's Mailing Address.

II. Obligations of Owner

- A. Owner agrees to pay and be responsible for payment of water and wastewater services delivered to the service address regardless of the party or parties using or consuming such service.
- B. Owner agrees to pay City in accordance with the schedule of rates as now established or as may be revised. The Owner acknowledges that there is a minimum charge for water and wastewater service that must be paid by the Owner regardless of whether the amount used is less than the minimum amount established by the rate schedule. The Owner acknowledges receipt of the rate schedule.
- C. Owner shall install as necessary, at Owner's expense, service line(s) suitable for connection with City's distribution line(s) at such point(s) of connection as is consistent with the policies of City.

- D. Owner shall, at Owner's expense, comply with City's rules and regulations including but not limited to regulations applicable to back flow and cross-connections.
- E. Owner shall permit City, its agents and representatives, full access to the premises being serviced pursuant to this Agreement, including but not limited to the water line(s), meter vault, wastewater 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 City.
- F. Owner shall grant to the City, without additional consideration, a permanent easement in, on, over, through and across the service address for the purpose of constructing, installing, using, maintaining and repairing additional distribution line or lines, or service line or lines, of whatsoever size, length or nature as City determines are necessary for its operations, present and future, and the continued distribution of water service throughout its system; provided however, such easement shall not exceed twenty feet (20') in width and shall be constructed and located as close to the adjacent public right of way as is practicable under the circumstances. In the event there is no adjacent public right of way, then the easement shall be in a location least detrimental to Owner's use and enjoyment of the Served Premises and consistent with the use, requirements and purposes of the City.
- G. Owner shall comply with all policies, ordinances and rules and regulations of the City, regardless of date of adoption, relating to the use and consumption of water Service and wastewater service supplied pursuant to this Agreement.

III. Late Payments/Fees

A late payment fee shall be assessed on any account that is not paid by the due date. The late fee shall be as currently set by City or as may be adjusted or modified in its sole discretion and no notice of such change or modification to Owner shall be required.

IV. Notice of Intent to Terminate Utility Services

If the Owner fails to make payment for water, wastewater, or trash service when due, City shall provide Owner, at Owner's address, a Delinquency Bill and Intent to Terminate Water, Wastewater, and Trash Services. This Notice shall state the balance owed for the utility services, late payment fees, other charges and the due date.

V. Termination of Service

- A. City shall have the right to terminate water, wastewater, trash services for the failure of Owner to pay for water, wastewater, and trash charges as they become due. Termination of service shall be in accordance with Section 933.07 of the Codified Ordinances of the City of Coshocton, which Ordinances are incorporated in this Agreement by reference. Owner acknowledges that at the time of the signing of this Agreement, Owner has received, read and understands information relative to the termination of service.
- B. Resolution of Billing Disputes; Opportunity to Review. The parties agree that in the event Owner receives a Notice of Delinquency and Intent to Terminate Water, Wastewater, Trash Services, Owner shall have 5 days from date of the notice to request an opportunity to meet with the Director of Utilities or his designee to resolve the dispute in accordance with Section 933.07 of the Codified Ordinances of the City of Coshocton. The meeting provided for in said Ordinance shall provide the Owner a fair and reasonable opportunity to resolve the dispute.
- C. Disconnection and Termination. Subject to the opportunity for review set forth in this agreement and as is provided in Section 933.07 of the Codified Ordinances of the City of Coshocton, water services shall be terminated on the date indicated in the notice unless Owner has made full payment on the service account prior the date of disconnection.
- D. All notice provisions contained in this Agreement are deemed delivered when sent by U.S. Mail to the Owner's Address. Owner shall have the obligation to provide City with written notice of any changes in Owner's Address or of the ownership of the Service Address.

VI. Reconnection Fee

In the event services are terminated, and subject to the right of the City to refuse to restore water, wastewater, and trash services, the Owner agrees to pay any reconnection charge established by City and such other charges City incurs in the re-establishment of water, wastewater, and trash services.

VII. Interruption of Water and Wastewater Services

If shut off of water and wastewater services is required due to an emergency, such shut off shall proceed as determined by the Director based upon the circumstances. To the extent practicable, prior notice of shut off shall be given to Owner or occupant of the Served Premises.

VIII. Voluntary Shut Off/Disconnection

A request for service disconnection by Owner must be in writing. Such request shall be processed within 14 days of receipt. Notice of such disconnection request shall be posted at the service address if different from Owner's address before the date of shut off.

IX. Interpretation and Authority

- A. This Agreement constitutes the complete and exclusive agreement of the Parties and supersedes any and all written or oral agreements between the Parties. Provided however, the parties agree that applicable ordinances and the policies and procedures promulgated and adopted by City or its Utilities Department, as may be amended from time to time, are incorporated in this Agreement by stipulation.
- B. Should any part of this Agreement or any provision contained herein be declared invalid by operation of law or by tribunal of competent jurisdiction, such provision shall be of no force and effect, but such invalidation of a part or provision of this Agreement shall not invalidate the remaining portions and this Agreement shall remain in full force and effect.
- C. This Agreement is entered into for the mutual benefit of the City and Owner and no individual shall be considered an incidental or intended third party beneficiary to this Agreement. In no instance shall this Agreement be construed and intended for the benefit of an occupant or consumer of water of the service address other than the Owner.
- D. This Agreement is **non-assignable** by Owner.