**McHenry Utility Association, Inc.**
**Water Users Agreement**

Accessibility to meter: **MUST be free of fence, plants or any other obstructions. No parking or driving on meters.**
Recommends a cut-off valve other than meters.
Delinquent bills: nonpayment by due date will subject User to a late fee of 10% of the current bill. Nonpayment within thirty (30) days from the due date will result in the meter being locked. In the event the Association locks the User's meter, a fee of $50.00 will be charged for re-connection of service.
Each member must be in compliance. **One** meter per residence.
Letter of Intent is required to be on file for new construction. (**Form 335E**)
All water passing through your meter is **your** responsibility.

**Cross Connection Regulations**

As of July 1, 1997, the Mississippi Legislature passed a bill making it unlawful to create, maintain or allow a cross connection.
If you have a private well or plan to have a private well, we will need to see a complete separation, or the appropriate back flow prevention assembly installed.
If you have a private swimming pool, we may need to inspect to determine if a cross connection exists.
Businesses may need an inspection to determine if a cross connection exists.
If you have an existing lawn irrigation system, it may need to be inspected to determine if a cross connection exists.
All other uses not mentioned may be addressed on a case-by-case basis.

**Witnesseth**

In consideration of MUA providing water services to me, I agree:
To pay all necessary installation and/or connection charges as required by the Association for water service including a refundable security deposit for renters.
To install and maintain at my expense all necessary service lines, plumbing and fixtures enabling the property owned by me to be connected to the Association's water meter.
To pay all monthly charges, beginning first complete billing cycle after water service has been established at the Association'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 monthly minimum established by the Association. I further understand that if I do not receive a statement of current monthly charges it is my responsibility to contact the Association 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.
To use the water in accordance with the rules and regulations established by the Association which includes prohibiting me from connecting or allowing the connection of other residential dwellings or businesses to my water service.
To properly notify the Association 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.
To grant the Association, 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 with the right to utilize adjoining lands belonging to me for the purpose to ingress to and egress from the Association's easement.
The applicant agrees that they have followed the guidelines set forth by the State Department of Health regarding onsite wastewater disposal.

Inconsideration of my payment of all charges necessary for the installation and/or connection of water, the Association agrees:
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 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 MUA 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 Association of my intention to connect an alternate supply and that the Association is required by law to inspect the supply to ensure that I have included the required backflow devices to prevent possible contamination to the Association's water distribution system.
To charge me each month the established minimum charge plus applicable rates according to the actual flow usage registered on the Association's water meter and recorded monthly by the Association. I understand that at times inclement weather may prevent the reading of the water meter on my property and that the Association 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 Association in order for an adjustment to be considered.
To notify me of any changes in rates, policies, or amendments to the bylaws of the Association.