

DIVIDE MPC METROPOLITAN DISTRICT NO. 1
hereinafter know as "D-MPC No. 1"
WATER SERVICE APPLICATION AGREEMENT

(For approved property located within and outside the boundaries of the Divide MPC Metropolitan District No. 1 and Divide MPC Metropolitan District No. 2)

SERVICE ADDRESS:

LOT # COMMUNITY: FILING #

REQUESTED SERVICE DATE (At least two business days from receipt of application. No weekends or holidays allowed.):

APPLICANT NAME:

APPLICANT IS THE OWNER _____ OR RENTER (Deposit Required) _____ OR MANAGER (Deposit Required) _____

APPLICANT MAILING ADDRESS FOR BILLING:

CITY: STATE: ZIP:

EMAIL ADDRESS:

HOME PHONE: CELL NUMBER: WORK PHONE:

EMPLOYER:

OWNER OR MANAGER NAME IF DIFFERENT FROM ABOVE:

HOME PHONE: CELL NUMBER: WORK PHONE:

PLEASE NOTIFY IN CASE OF EMERGENCY:

HOME PHONE: CELL NUMBER: WORK PHONE:

Applicant Notice and Applicant Responsibility

1. **Monthly Charges and Other Charges:** The Applicant agrees to pay all applicable Monthly Charges and Other Charges listed on Exhibit "A" attached hereto for the water services rendered by D-MPC No. 1. Applicant acknowledges this Exhibit "A" is considered part of the Water Service Application Agreement and is subject to changes, additions and deletions without notice at the discretion of any D-MPC No. 1 authorized representative.
2. **Payments:** Applicant acknowledges payment for services is due within twenty days of billing date and shall become delinquent and subject to termination of service for failure to comply if not paid by due date reflected on such billing. A delinquency penalty will be applied to delinquent accounts. The Applicant agrees to pay reasonable expenses of collection including attorneys fees and court costs should it become necessary to use such measures to collect applicable Monthly Charges and Other Charges due D-MPC No. 1.
3. **Delinquency:** Applicant acknowledges D-MPC No. 1 shall terminate service on delinquent accounts not paid by disconnect notice date. In order to restore service Applicant must satisfy delinquent account and applicable Other Charges.
4. **Security Deposit:** The Applicant is required to pay the applicable security deposit if they are not the owner of the property served. The Applicant acknowledges the security deposit is not to be considered as a prepayment to any billing. Unpaid accounts will be considered delinquent notwithstanding the existence of the security deposit. Applicant agrees that D-MPC No. 1 may apply the amount of the security deposit to the final billing. Applicant shall remain liable for any amount in excess of the security deposit due to D-MPC No. 1. If applicable a refund will be mailed to Applicant for any amount of the security deposit not applied to the final billing.
5. **Termination of Water Service Application Agreement:** Applicant Agrees this Water Service Application shall remain in full force and Applicant shall be responsible for the payment of Monthly Charges and Other Charges as defined on Exhibit "A" until their account balance is paid in full. The Water Service Application Agreement will be considered terminated by mutual agreement evidenced by receipt of written notice from Applicant listing requested termination date (Monday – Friday – 9:00 AM to 4:00 PM Only) and signed by the Applicant and satisfaction of D-MPC No. 1 authorized representative that Applicants account balance is paid in full.
6. **Termination of service for Failure to Comply:** Termination of service for failure to comply will be implemented by one of the following.
 - a. At the discretion of D-MPC No. 1 authorized representative for failure to satisfy delinquent account by disconnect notice date (D-MPC No. 1 will only terminate service Monday – Thursday).
 - b. At the discretion of D-MPC No. 1 authorized representative for Applicants un-authorized tampering of meter, remote reader and Sensor wire or tapping onto the water system and un-authorized water usage as defined below.
 - c. At the discretion of D-MPC No. 1 authorized representative for Applicants failure to maintain proper Backflow device.
7. **Reasonable Access:** The Applicant shall permit the D-MPC No. 1 authorized representatives to access the service location property and shall schedule with the authorized representative from time to time to allow access to the building structure including but not limited to purposes connected with rendering, billing, connection of service, disconnection of service and meter reading. For verification of meter reading accuracy between the remote reader and meter and the backflow and sensor wire operation accuracy. For repair, maintenance and replacement of meter, remote reader and sensor wire. To access the property line shut of valve and easements to turn on service, turn off service, repair, maintain, install and remove any required infrastructure.

8. **Meter, Remote Reader, Sensor Wire and Backflow Device - Repair, Replacement and Maintenance Responsibility:** The Applicant acknowledges the following:
 - a. **Tampering:** Applicant or Applicant's hired personnel shall at no time tamper with the Meter, Sensor Wire and Remote Reader. Applicant will be charged a minimum fine as detailed on attached Exhibit "A" for said tampering.
 - b. **Meter, Sensor Wire and Remote Reader:** Applicant shall pay all costs to replace any inoperative Meter, Sensor Wire and Remote Reader. Costs will be those defined on the attached Exhibit "A" under Service Call and Parts. D-MPC No. 1 authorized representative shall be the only person(s) allowed to tamper with or replace the Meter, Sensor Wire and Remote Reader.
 - c. **Backflow:** Applicant shall be responsible for the operation accuracy, repair, replacement, maintenance, and Applicants hired professional personnel for repair or replacement of the Backflow device. Applicant shall be entirely responsible for failure of the Backflow device and any contamination of the water supply caused thereby, monetary and liability. Applicant shall allow access to D-MPC No. 1 to verify Backflow device installed at service location is operative and up-to-date with the Colorado Department Public Health requirements. Any inoperative or out of date Backflow device shall be immediately replace by Applicant.
9. **Water System Operations:** Applicant acknowledges D-MPC No. 1 will maintain and operate the Water System to the best of its abilities and capabilities with the conditions of but not limited to the extensions of service mains, service main breaks, repair and maintenance, weather, natural calamities and power failures. The D-MPC No. 1 reserves the right to make physical changes in the Water System and interrupt service, as D-MPC No. 1 deems appropriate. At no time shall D-MPC No. 1 be held liable, monetary or liability for interruption of service no matter the amount of time service is interrupted.
10. **Reasonable Care:** Applicant shall keep the temperature sufficiently high enough to prevent freezing of water pipes, water meters and backflow device in the premises after installation. Applicant is responsible to pay any and all costs to replace, repair and or cleanup any damage due to freezing. D-MPC No. 1 will take no responsibility monetary or liability should freezing occur. Should water leak or spill Applicant is responsible for usage payment at current rate for gallons lost.
11. **Water Re-connection:** Applicant acknowledges service will not be turned on without the Applicant or responsible party present.

12. **Un-Authorized Tampering and Tapping:** Applicant acknowledges because of enormous health hazards associated with tampering with or tapping onto the D-MPC No. 1 water system without written approval or an approved permit, a minimum Ten Thousand Dollar (\$10,000) fine will immediately be assessed and water service will immediately be suspended until all fines, water usage fees and Other Charges have been paid in full. Applicant will be held liable for 100% of any costs to repair any damages, water usage or water loss at \$1.00 per gallon, all fees, fines, expenses, testing, wages, administration fees, hardship, legal expenses, third party legal expenses, medical liabilities, third party medical liabilities, equipment and material to drain and clean the system if needed, insurance liability fees and/or increases of said insurance liability fees due to any claims derived from said unauthorized tap or tampering of the D-MPC No. 1 water system.

Applicants Acknowledgement Signature _____

13. **Un-Authorized Water Usage:** Applicant acknowledges outside irrigation is not allowed unless a separate water tap, meter and loop rack is purchased at current fee. Outside irrigation water is metered at a separate rate. Applicant may water outside flowers, gardens less than 16 square foot in size, shrubs and trees only by hand until established. Drip systems, sprinklers and irrigation system are not allowed with out separate approved irrigation water tap. Applicant acknowledges un-authorized water usage will result in a Five Hundred Dollar (\$500) fine each occurrence and service will immediately be suspended until fine has been paid in full.

Applicants Acknowledgement Signature _____

This Water Service Application Agreement is subject to changes, additions and deletions without notice at the discretion of any D-MPC No. 1 authorized representatives.

By signing below Applicant agrees to all terms, covenants and conditions of this Water Application. It is further expressly understood and agreed that all the covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, legal representatives, successors and assigns (voluntary and involuntary by operation of law), of the respective parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Signature of Applicant: _____ Date: _____

Signature of Applicant: _____ Date: _____

FOR OFFICE USE ONLY:			
METER NUMBER:	REMOTE READER NUMBER:	IN DISTRICT: _____	OUT OF DISTRICT: _____
METER READ DATE:	METER READING:	DEPOSIT RECEIVED: \$ _____	DEPOSIT N/A _____

SIGN ALL THREE LOCATIONS

Exhibit "A"
Divide MPC Metropolitan District No. 1
Water Service Monthly Charges and Other Charges
Effective November 6, 2007, Revised December 2, 2014, Revised December 9, 2019

MONTHLY CHARGES	Inside District	Outside District
Domestic (Single Family & Multi-Family), and Commercial Water Usage Rates		
Minimum Monthly	\$21.00	\$42.00
Under 100 Gallons a Day Monthly Average	\$0.0069	\$0.0138
Over 100 Gallons a Day Monthly Average	\$0.0079	\$0.0158
Irrigation Water Usage Rates		
Minimum Monthly	\$21.00	\$42.00
Under 100 Gallons a Day Monthly Average	\$0.0138	\$0.0276
Over 100 Gallons a Day Monthly Average	\$0.0158	\$0.0316
Horse / Llama Water Usage Rates		
Minimum Monthly	\$21.00	\$42.00
Under 100 Gallons a Day Monthly Average	\$0.0138	\$0.0276
Over 100 Gallons a Day Monthly Average	\$0.0158	\$0.0316
System Operation Charge Single Family & Commercial Per Meter (assessed to all current physical water users tapped onto the water system)	\$37.50	\$37.50
System Operation Charge Multi-Family Per Unit (assessed to each individual Building within a Multi-Family Development Project)	\$125.00	\$125.00
Availability of Service Charge (assessed to all owners within Meadow Park Communities not tapped onto the Water System or owners that have had their water disconnected for any reason)	\$37.50	\$37.50
Administration Fee (15% of total monthly billing including monthly charges and other charges if applicable)	15%	15%
OTHER CHARGES		
Delinquency Penalty	10%	15%
Disconnect Fee (Monday 9:00 AM thru Friday 4:00 PM - Excluding Holidays)	\$25.00	\$37.50
Disconnect Fee (Friday 4:00 PM thru Monday 9:00 AM or Holidays)	\$50.00	\$75.00
Re-Connect Fee (Monday 9:00 AM thru Friday 4:00 PM - Excluding Holidays) Water will not be turned on to the house without the Applicant present.	\$25.00	\$37.50
Re-Connect Fee (Friday 4:00 PM thru Monday 9:00 AM or Holidays) Water will not be turned on to the house without the Applicant present	\$50.00	\$75.00
Disconnect Notice Fee (Fee is actual cost of trying to collect and notify prior to disconnect plus a 15% admin fee)	Cost +15%	Cost + 15%
Non-Sufficient Funds (NSF Fee)	\$40.00	\$40.00
Security Deposit (Non-Owners Only)	\$120.00	\$120.00
Erroneous Reporting of No Water (Minimum Fee for Dispatched Personnel - Additional Fees May be Assessed)	\$150.00	\$150.00
Un-Authorized Use of Water Fine - Each Occurrence (Additional Fees May be Assessed)	\$500.00	\$500.00
Un-Authorized Water Tap or Tampering with Water System Minimum Fine (Additional Fees May be Assessed)	\$10,000.00	\$10,000.00
Service Call Cost Per Hour Minimum 1 Hour Charge (Monday 9:00 AM thru Friday 4:00 PM - Excluding Holidays)	\$75.00	\$75.00
Service Call Cost Per Hour Minimum 1 Hour Charge (Friday 4:00 PM thru Monday 9:00 AM or Holidays)	\$150.00	\$150.00
Parts All Parts Replaced During Service Call will be Billed to customer at Cost + 15% Administration		

TAP FEES See Attached Exhibit Water Tap Fees