

TOWN OF FAYAL
WATER COMPANY CUSTOMER SERVICE APPLICATION AND AGREEMENT

Supplier:

Customer(s) Name

Town of Fayal (Acting under the name of Fayal Water Company)
(FWC) and the Fayal Public Utilities Commission (PUC)

Service Address

4375 Shady Lane
Eveleth, MN 55734

Mailing Address (if different)

The customer and Fayal Water Company (FWC) agree as follows:

1. The customer agrees to purchase from FWC and FWC agrees to sell and deliver to customer, during the term hereof, water service for domestic or commercial purposes on customers' premises located in the Town of Fayal, St. Louis County, Minnesota, all in accordance with the rates, rules and regulations applicable to such service, legally established and on file with the Town of Fayal, the FWC and the Fayal Public Utilities Commission (PUC).
2. Customer shall pay monthly for such service at the Fayal Town Hall at the rates and charges set forth in FWC's water schedule. Rates subject to change.
3. Delivery of water hereunder by FWC shall be at the point where pipes owned, leased, or under license by customer connect to FWC's curb box or other pipes owned or controlled by FWC. Water may be regulated and/or metered by FWC at such location on customer's side of point of delivery as directed by FWC.
4. The term of this agreement, as applicable to such service and billing, shall commence on the date water service is first established hereunder, as recorded in FWC's meter records. This agreement shall continue from month to month.
5. Customer grants to FWC the permanent right and easement to install, operate, maintain, replace and remove such portion of the water main and curb box as may be located on the property of customer and customer agrees to execute such documents, if any, as FWC may deem necessary to make such grant effective of record.
6. FWC will furnish and maintain at its own cost all necessary fittings, pipes, and appliances necessary for delivery of water to the customer's pipeline at a point just inside the curb line, road right-of-way or other public place. All such water mains, fittings, pipes, stop valves, appliances and curb boxes shall be the property of FWC and shall at all times be accessible to FWC and under its control.
7. The service line from the curb box to the customer's premises shall be laid and maintained by customer at their own cost. The line shall be of ample size, standard weight and quality, and all cutoffs, valves, fixtures, and appliances furnished by customer shall be maintained in good order and condition. Customer shall install pressure reducer valve at their own expense. FWC reserves the right to inspect and to require faulty installations to be corrected immediately at the homeowner's expense.
8. All meters shall be furnished by FWC and shall remain the property of FWC and be accessible to and subject to FWC's control at all reasonable times. Generally, meters shall be installed inside customer's premises in a convenient location prior to any branch line.
9. This agreement shall at all times be subject to such changes or modifications by the Town of Fayal, the FWC and the Fayal PUC as each may direct in the exercise of their jurisdiction.
10. Customer may not assign this agreement to anyone else. A new agreement must be made in the event of change in ownership of property, or in tenancy, and FWC may discontinue the water supply until such new agreement is made.

All applicable customer(s) or tenants to sign and date

Fayal Water Company

Town Clerk or Representative