

**ELSBERRY UTILITIES APPLICATION AND USER AGREEMENT**  
**RESIDENTIAL WITHIN CITY LIMITS**

**Applicant's Name:** \_\_\_\_\_ ("User")      **Date:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Location to be Served:** \_\_\_\_\_ ("the Unit").

**Deposit Paid: \$** \_\_\_\_\_      **Connection Fee Paid: \$** \_\_\_\_\_  
(See attached sheet for Connection fees if applicable)

**Service Requested:**    Water    Sewer    Trash      **Requested Start Date:** \_\_\_\_\_

All items checked shall be referred to as "Utility Service". If either water or sewer are checked, trash must also be checked and will be provided as long as the sewer or water account is active. A Unit is deemed occupied if it has active water or sewer service.

**Is the Applicant/User over 65?**     Yes    No       **Number of bathrooms:** \_\_\_\_\_

**Do you want Recycling?** (There is no extra fee)    Yes    No       **Number of bedrooms:** \_\_\_\_\_

**Number of persons who will occupy this address:** \_\_\_\_\_ Adults    \_\_\_\_\_ Children  
(All adult occupants, except children of the applicant who are under 21 years old, must complete the attached application information form and sign this Agreement as "Users")

**Do you have a Certificate of Occupancy for the Unit?**    Yes    No

**Name of Person(s) to Contact in Emergencies:** \_\_\_\_\_

**Telephone Number of Person(s) to Contact in Emergencies:** \_\_\_\_\_

**Is this a Rental?**    Yes    No       **Are there an existing Utilities Connections?**    Yes    No

The Applicant must provide satisfactory proof that the Unit Owner authorizes the Applicant to submit the application. The Owner's signature on this Agreement is sufficient proof.

**Name(s) of Owners if Different from the User:** \_\_\_\_\_

**Address of All Owner(s) if Different from the User:** \_\_\_\_\_

\_\_\_\_\_  
(Individually and collectively referred to as "Owner(s)")

By submitting this Application and Agreement, the Users and Owners apply to the City of Elsberry ("the City") for Utility Service at the Unit. If the City approves the application, the Users and Owners agree that the City will provide its Utility Service to the Unit in accordance with City Ordinances; and that the Users and Owners agree to all of the conditions stated in this Application and Agreement.

**USER AGREEMENT**

The Users and Owners agree to all of the conditions stated in this Application and Agreement and that the City will provide its Utility Service to the Unit in accordance with City Ordinances.

1. The Users and Owners will pay to the City all connection fees, deposits, and utility rates set for those within the City limits. The Users and Owners have the responsibility for contacting the City if the Users or Owners does not receive the bill during the billing cycle or does not receive it at all. Nonpayment of the Utility Service bill shall result in discontinuance of the Utility Service and disconnection/reconnection charges. The Owners are responsible for all charges not paid by the User.

2. The Users and Owners agree to be bound by, and adhere to, all of the City's utility ordinances, which are incorporated into the terms of this Agreement. Any changes made in the City rates or Ordinances shall become a part of this Agreement as though set out in full.

3. The Utility Service supplied to the Unit shall be for the sole use of the Users and Owners at the Unit. The Users or Owners will not transfer or permit the transfer of Utility Service from one property to another, nor will the Users or Owners share, resell, or sub-meter the Utility Service to any other consumer. The Users and Owners shall install and be fully responsible for the service line from the water meter to the Unit including the installation of an approved back-flow device if required. The Users and Owners shall not permit any other connections to the Utility Service.

4. The Users and Owners hereby give the City permission to enter the real estate upon which the Unit is located to read the meter, recover or inspect the equipment and lines, physically disconnect the Utility Service, collect trash, or reconnect the Utility Service. The Users and Owners grant an easement to the City for the Utility Service over, under, and across any interest they may have in the real property for the above purposes and for the installation and maintenance of Utility Service lines and equipment.

5. The Users and Owners agree to release, indemnify and save harmless the City against all damages, liabilities, costs, attorneys fees, expenses, outlays and claims of every nature arising out of the Users' or Owners' use of the Utility Service or the Users' or Owners' breach of this Agreement.

6. Other Agreements: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CITY OF ELSBERRY:** \_\_\_\_\_

**USER(S)** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OWNER(S)** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPLICANT INFORMATION**

All adult occupants, except children of the applicant who are under 21 years old, must complete the following application information and sign this Agreement as "Users". Use additional forms if necessary. A copy of each User's driver's license, picture I.D., or social security card must be submitted with this application. The Applicant represents that all information supplied is true and correct; and agrees that any false or misleading information shall cause the City to deny or cancel service and demand immediate payment of any amounts due. The City of Elsberry has received federal loans and funding for its Utility System. **Information concerning race and ethnicity** is requested by the Federal Government for certain types of loans and grants, in order to monitor compliance with civil rights laws. You are not required to furnish this information, but are encouraged to do so. The law requires that Elsberry neither discriminate on the basis of this information nor on whether you choose to furnish it. However, if you choose not to furnish it, under federal regulations, the City is required to note your race/ethnicity on the basis of visual observation or surname.

Name:		SSN:	
Address:		DOB:	Male <input type="checkbox"/> Female <input type="checkbox"/>
City:	State:		Zip Code:
Work Phone	Home Phone	Cell Phone	
Employer Name:		Position:	
Employer Address:			
Do you have any unpaid City Fines, Fees, or Taxes?		If so, what kind and how much is owed:	
Bank Name:		Bank address:	
Ethnicity (Check Only One):	Hispanic or Latino: <input type="checkbox"/>	Not Hispanic or Latino: <input type="checkbox"/>	
Race (Check One or more):	White: <input type="checkbox"/>	Asian (Not Hispanic or Latino) <input type="checkbox"/>	
Native Hawaiian or Other Pacific Islander (Not Hispanic or Latino) <input type="checkbox"/>		American Indian / Native Alaskan <input type="checkbox"/>	
Black or African American (Not Hispanic or Latino) <input type="checkbox"/>		Two or More Races: <input type="checkbox"/>	

Name:		SSN:	
Address:		DOB:	Male <input type="checkbox"/> Female <input type="checkbox"/>
City:	State:		Zip Code:
Work Phone	Home Phone	Cell Phone	
Employer Name:		Position:	
Employer Address:			
Do you have any unpaid City Fines, Fees, or Taxes?		If so, what kind and how much is owed:	
Bank Name:		Bank address:	
Ethnicity (Check Only One):	Hispanic or Latino: <input type="checkbox"/>	Not Hispanic or Latino: <input type="checkbox"/>	
Race (Check One or more):	White: <input type="checkbox"/>	Asian (Not Hispanic or Latino) <input type="checkbox"/>	
Native Hawaiian or Other Pacific Islander (Not Hispanic or Latino) <input type="checkbox"/>		American Indian / Native Alaskan <input type="checkbox"/>	
Black or African American (Not Hispanic or Latino) <input type="checkbox"/>		Two or More Races: <input type="checkbox"/>	