

ENLARGED HEPZIBAH PSD
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Darlene Swiger, Chairman
Sharon Hamilton, Treasurer

Fred Martin, Secretary
Kevin Short, General Manager

WATER USERS AGREEMENT

THIS AGREEMENT entered into between the **Enlarged Hepzibah Public Service District**, a public and political subdivision of the State of West Virginia, hereinafter referred to as the “**Owner**” and _____, hereinafter referred to as “**User.**”

***** WITNESSITH *****

WHEREAS, the **User** desires to purchase **water** from the **Owner** and to enter into a **water users’ agreement**, as required by the Rules and Regulations of the **Owner**.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, it is hereby understood and agreed by the parties hereto as follows:

The **Owner** shall furnish, subject to the limitations set out in its Rules and Regulations now in force or as hereinafter amended, **water service** to the following described property:

Property Location: _____

Name: _____ Account #: _____

Mailing Address: _____

The **User** agrees to, and does herewith, **pay a tap fee of \$350.00 (Three Hundred and Fifty Dollars)** to the **Owner**.

The **User** agrees to grant to the **Owner**, its successors and assigns a perpetual easement in, over, under and upon the above-described land as necessary and required for the purpose of **ingress** to and **egress** from or otherwise provide **water service** to the above-described lands. Such easement gives to the **Owner** the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities.

The **User** shall install and maintain at his/her own expense a service line which shall begin at the **meter** and extend to the dwelling or place of use. The service line shall connect with the distribution system of the **Owner** at the nearest place of desired use by the **User**, provided the **Owner** has determined in advance that the system is of sufficient capacity to permit delivery of **water** at the point.

The **User** agrees to comply with and be bound by the Rules and Regulations of the **Owner** and of the **Public Service Commission of West Virginia**, now in force, or as hereafter duly and legally supplemented, amended or changed. The **User** also agrees to pay for water at such rate, time and place as shall be determined by the **Owner** and agrees to the imposition of such penalties for noncompliance as are now set out in the **Owner's** and Public Service Commission's Rules and Regulations, or which may be hereafter adopted and imposed by the **Owner**. The rate structure for water use will be established and approved by the **Owner** or the **West Virginia Public Service Commission**, as legally applicable, and published as a tariff. Public Service Commission Rules and Regulations and rate structure tariffs are available for inspection at the **Owner's** office. (In the event of a water shortage or other emergency, the emergency actions as prescribed in the above rules and regulations will be enforced.)

The **Owner** Shall purchase and install a **cutoff valve** and **water meter** in each service. The **Owner** shall have exclusive right to use such **cutoff valve** and **water meter**.

The **Owner** shall have final authority in any question of location of any service line connection to its distribution system, and may terminate service to a **User** who allows a connection of an extension to be made of the service line for the purpose of supplying **water** to another **user**.

The **User** agrees that no other **present** or **future** source of **water** will be connected to any waterlines served by the **Owner's waterlines** and will disconnect from his/her present **water supply** prior to **connecting** to and **switching** to the **Owner's system** and shall eliminate their present or future **cross-connections** in his/her system.

The **User** shall connect his/her service lines to the **Owner's** distribution system and shall commence to use **water** from the system within sixty (60) days from the date the **water** is made available to the **User** by the **Owner**, and pay the **water security deposit of \$102.00 (One Hundred Two Dollars)** to the **Owner**. **Water** charges to the **User** shall commence when the customer connects to the system or sixty (60) days from the **date service** is made available, whichever comes first, regardless of whether the **User** connects to the system.

The **User** hereby agrees to take service and pay at least the minimum **water bill** or the cost per water used based on the current **Water Tariff** for a period of **ten (10) years** regardless of whether the **User** actually uses such service.

The failure of a customer to pay **water charges** duly imposed and rendered shall result in the automatic imposition of the following penalties:

1. Nonpayment within twenty (20) days from the billing date will be subject to a penalty of ten percent (10%) of the delinquent account.
2. Nonpayment within thirty (30) days from the billing date will result in the initiation of action to terminate service.
3. In the event it becomes necessary to terminate service, a reconnection fee as set forth in the tariff will be applicable.

IN WITNESS WHEREOF, we have executed the agreement this _____ day of
_____, 20____.

Customer's Signature

Witness Signature

Utility Representative Signature

Date