

WATER TAP USERS' AGREEMENT FORM

THIS AGREEMENT, by and between the CLAY ROANE PUBLIC SERVICE DISTRICT, a public body, the "DISTRICT" and _____ a property owner, the "USER".

WITNESSETH

WHEREAS OWNER contemplates the installation and operation of a public water system and USER desires to purchase water there from and to enter into a water users' agreement as required by the Bylaws of the District.

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 DISTRICT shall furnish subject to the limitation set out in its Bylaws and Rules and Regulations now in force or as hereafter amended such quantity of water as the USER may desire in connection with USER'S occupancy of the following described property:

(Description of Property)

(Mailing Address)

The USER hereby agrees to pay forthwith an initial contribution of **\$75.00 deposit** that will be returned to the USER after twelve consecutive on time payments. In the event water service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing on the USER'S account. Should the account be fully paid at the time of termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter.

The USER agrees to pay a tap fee in the amount of **\$ 350.00**. The tap fee of \$100.00 is applicable ONLY to pre-construction agreements, thereafter the tap fee will be \$350.00, or an amount called for in the DISTRICT'S current tariff.

The USER will grant to the DISTRICT, its successors and assigns, an easement in, over, under and upon the above-described land, with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining land belonging to the USER for water line construction and maintenance in the event any such right-of-way across the user's property becomes necessary. Should it, in fact, become necessary for the district to obtain a valid and binding right-of-way from the USER, the necessary right-of-way easement will be prepared in proper legal and recordable form by the District's Attorney and will be presented to the USER for proper execution.

The DISTRICT shall install at the DISTRICT'S expense a water meter, a cutoff valve and a service line, which shall begin at the water main line and extend to the property line. The DISTRICT shall have exclusive right to use such cutoff valve and water meter. The service line shall connect with the distribution system line of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined in advance that the system has sufficient capacity to permit delivery of water at that point.

The USER shall install and maintain at his own expense a service line, which shall begin at the meter and extend to the dwelling or the place of use. The USER also agrees to be fully responsible for the service line from the water meter to the home including the installation of an approved backflow device if required.

The USER agrees that no other present or future source of water will be connected to any water lines served by the DISTRICT'S waterlines and will disconnect from the present water supply prior to connecting to and switching to the DISTRICT'S system and shall eliminate their present or future cross connections in the USER'S system.

The USER shall connect the service lines to the DISTRICT'S water meter and shall commence to use water from the system on the date the water is made available to the USER by the DISTRICT. Water charges to the USER shall commence on the date service is made available, regardless of whether the USER connects to the system.

The USER agrees to comply with and be bound by the Rules and Regulations of the DISTRICT and 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 rates, time and place as shall be determined by the

DISTRICT and agrees to the imposition of such penalties for non-compliance as are now set out in the DISTRICT'S and the Public Service Commission's Rules and Regulations, or which may be hereafter adopted and imposed by the DISTRICT.

The DISTRICT shall have final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water to USERS in the event of a water shortage; and may cut off water to a USER who allows a connection or extension to be made of his service line for the purpose of supplying water to another user. In the event the total water supply shall be insufficient to meet all of the needs of the USERS, or in the event there is a shortage of water, the DISTRICT may pro-rate the water available among the various USERS on such basis as is deemed equitable by the Governing body of the DISTRICT, and may also prescribe a schedule of hours covering use of water for garden purpose by particular USERS and require adherence thereto or prohibit the use of water for garden purposes; provided that if at any time the total water supply shall be insufficient to meet all of the needs of all the USERS, and the DISTRICT must first satisfy all of the needs of all USERS for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all USERS for both domestic and livestock purposes before supplying any water for garden purposes.

It is further understood and agreed that this contract applies to the property described heirs and runs with the land and is binding upon the heirs and assigns of the Grantors and that this contract is not transferable from the real estate described.

In the event the User shall breach this contract by refusing or failing, without just cause, to connect a service line to the District's distribution system as set forth above, the User agrees to pay the District a lump sum of monthly minimum current tariff rate for a period of 1 (one) year as liquidated damages.

It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that a breach by the User in either of the respects set forth above would be difficult, if not impossible, to prove the amount of such damages. The parties hereto have computed, estimated, and agreed upon said sum in an attempt to make reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the resulting damages.

It is understood and agreed by the USER that they shall connect the servicelines to the DISTRICT'S water meter and shall commence to use water from the system on the date the water is made available to the USER by the DISTRICT. Minimum monthly meter charges to the USER shall commence on the date service is made available, regardless of whether the USER connects to the system.

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

1. Nonpayment within twenty (20) days from the billing 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 termination of service.
3. In the event it becomes necessary for the DISTRICT to shut off the water from a USER'S property, a twenty dollar (\$20.00) reconnect fee will be charged for a reconnection of the service.

The USER agrees to be bound by the terms and conditions of the reverse side hereof and acknowledges having read and understanding the same.

WITNESS the following signature is the signature this the ____ day of _____, 20____.

USER (Property Owner)

Additional Property Owners

Clay-Roane Public Service District