TAZEWELL COUNTY PUBLIC SERVICE AUTHORITY

USER AGREEMENT & TAP AGREEMENT

TYPE OF SERVICE:

Water ☐ Sewer ☐ Water and Sewer ☐ New Tap ☐ Existing Tap ☐

RESIDENTIAL OR **COMMERCIAL** ACCOUNT (CIRCLE ONE)

ACCOUNT NAME _____ SS#_____

SPOUSE'S NAME _____ SS# _____

ADDRESS FOR BILLING _____ PHONE _____

WILL THERE BE A BUSINESS OPERATED FROM THIS ADDRESS? ☐ YES ☐ NO

NEAREST RELATIVE'S NAME AND ADDRESS_____

_____ PHONE _____

PLACE OF EMPLOYMENT_____PHONE_____

SPOUSE'S PLACE OF EMPLOYMENT _____PHONE _____

TEXT ALERTS: CELL NO. _____ SERVICE PROVIDER _____ EMAIL_____

LOCATION OF SERVICE PROPERTY _____

911 (PHYSICAL) ADDRESS _____

DO YOU OWN OR RENT THE PROPERTY: OWN☐ RENT☐

IF RENTING, LIST THE LANDLORD/OWNER'S NAME: _____PHONE_____

ADDRESS_____

PREVIOUS TENANT_____

SECURITY DEPOSIT AMOUNT $_____ PAID BY ☐ CASH ☐ CHECK ☐ MONEY ORDER

TAP FEE AMOUNT $_____ PAID BY : ☐ CASH ☐ CHECK ☐ MONEY ORDER

This agreement entered into this _____ day of _____,20___ between the Tazewell County Public Service Authority, hereinafter called "Authority", and_____
_____, a customer of the Authority, hereinafter called "Customer";

W I T N E S S E T H:

WHEREAS, the Customer desires to purchase water and/or sewer or is requesting the Authority to extend water and/or sewer lines and to enter into an agreement as required by resolution of the Authority.

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 Authority shall extend and furnish, subject to the limitation set out in its Bylaws and Rules and Regulations now in force or as hereafter amended, water and/or sewer services to the property of the Customer. All water taps will be 3/4" (three quarter inch) unless otherwise specified by the customer.

The Customer does hereby grant to the Authority, its successors and assigns, a perpetual easement in, over, under and upon its property, **extending from the main line to the meter box,** necessary to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove a water line and/or sewer lateral and appurtenant facilities to serve the Customer, together with the right to utilize adjoining lands belonging to the Customer for the purpose of ingress to and egress from the land described on the easement. (Easement applies to property owner only).

The Customer shall install and maintain at the Customer's expense a service line which shall begin at the meter or at the end of the sewer lateral installed by the Authority and shall extend to the dwelling or place of use. The water and/or sewer lines shall connect at the nearest place of desired use by the Customer, provided the Authority has determined in advance that the system has sufficient capacity to permit delivery of water at that point and provided the Authority has determined in advance the sewage will flow by gravity from the Customer's dwelling into the Authority's sewer system.

Further by execution hereof, Customer covenants, binds and obligates Customer to pay the minimum monthly user fee for water and/or sewer service and to accept said water and/or sewer service.

The Customer agrees to comply with and be bound by the Articles, Bylaws, Rules and Regulations of the Authority, now in force, or as hereafter duly and legally supplemented, amended, or changed. The Customer agrees to promptly pay all fees and charges assessed, including a tap fee at the established rates.

The Customer shall permit immediate connection to the service line of the Authority at the time such service is made available to Customers by the Authority. Water and/or sewer fees and charges to the Customer shall commence on the date service is made available, regardless of whether the Customer permits connection to the system and Customer hereby consents to and hereby agrees to pay said fees and charges.

The Customer agrees that no other present or future source of water will be connected to any water lines served by the Authority's water lines. The existing water supply can be used but cannot be interconnected to the Authority's system thus eliminating any present or future cross-connections in the Authority's system.

The Customer agrees if additional water or sewer connections are made to the Customer's service line without authorization from the Authority, or if there is evidence of tampering with water or sewer lines, water meter, etc. owned by the Authority in an apparent effort to bypass the water meter or an apparent effort to prevent said water meter from accurately measuring the quantity of water consumed, or if there is evidence of the Customer diverting water or sewer service without authorization from the Authority, that all water and/or sewer services will be discontinued to the property, and/or to the property receiving the unauthorized service, until the Customer pays the Authority for services received or diverted, as determined in the sole discretion of the Authority, and until the violation is corrected to the Authority's satisfaction. The Customer is responsible for all costs incurred in making the above corrections.

Water and/or sewer account bills are due on the first (1st) of each month. A late charge will be assessed on the fifteenth (15th) of each month if payment has not been received by 4:00 pm. If payment has not been received on said account bills by the disconnection deadline, which is the last Tuesday of each month, the Authority will disconnect water and/or sewer services. These dates will be posted on all monthly billing statements. If any of the above-listed dates fall on a Saturday, Sunday, or state-recognized or federally-recognized holiday, said date shall be the next business day. The Customer's failure to receive the Customer's monthly water and/or sewer account bills does not constitute a valid reason for late payments or nonpayment by the Customer.

If the Authority does not receive payment on water and/or sewer account(s) within thirty (30) days of disconnection, then the Authority will terminate water and/or sewer services, and the Authority will close the water and/or sewer account(s). The Authority will thereafter apply any deposit made by the Customer to the balance owed by the Customer. The Authority will require the Customer to establish new water and/or sewer account(s). The Authority will also require the Customer to pay a deposit if the new water and/or sewer account(s) are related to a rental property.

The Authority will thereafter take legal action through the courts of Tazewell County, Virginia to enforce the collection of delinquent water and/or sewer account(s). The Customer hereby acknowledges that the Authority can obtain judgments against the Customer, which may result in a lien placed upon the Customer's real estate for failure to pay any water and/or sewer account bills, fees, or other charges due for services rendered by the Authority

The customer hereby acknowledges that the pressure provided by the Authority at the service meter will be at least 20 pounds per square inch (PSI). If the customer desires to have more pressure than what is provided at the meter, **it shall be the financial responsibility of the customer** to purchase, install and maintain such a pressurizing mechanism. The customer must also comply with all local, State and Federal regulations pertaining to utilizing such a pressurizing mechanism. If at any time the service location is sold, given or donated to another party, the customer acknowledges that it is the customer's sole responsibility to notify the new owner of the pressuring mechanism and their obligations.

By signing this agreement I hereby acknowledge that all the information given above is true to the best of my knowledge, that I understand any false information presented on this sheet by me may be causation for termination of service, and that I must notify the Authority if I operate any business from this address or location. I also acknowledge that I have completely read and understand this agreement.

WITNESS the following signatures and seals:

_____(SEAL)
Customer

_____(SEAL)
Customer

Approved By:_____
Assistant Administrator

Customer Signature Witnessed by:

TAZEWELL COUNTY PUBLIC SERVICE AUTHORITY

By: _____(SEAL)
Its Administrator or Billing Clerk

This facility is operated in accordance with U.S. Department of Agriculture policy, which prohibits discrimination on the basis of race, color, sex, age, handicap, religion, or national origin. Any person who believes he or she has been discriminated against in any USDA related activity should write the Secretary of Agriculture, Washington, DC 20250. The Virginia Relay Service telephone number is (800) 828-1120.

----------FOR OFFICE USE ONLY----------

ACCOUNT NO. _____ ID NUMBER. _____

METER NUMBER _____ SEQUENCE NO._____

NOTES:

REV 9/18

Tazewell County
Public Service Authority
"Leaders in Virginia"

J. R. Absher, Vice Chairman
Greg DeGray, Member

Richard Smith, Secretary/Treasurer
Joe Nicholson, Member

Rhudy Keith, Chairman
Dahmon Ball, Administrator

I hereby give notice that I have been made aware of the fact that the water/sewer bills are due on a monthly basis. Upon a set day, a late charge will be assessed if payment is not received. If payment is still not received by a cut-off deadline, service will be terminated. I am also aware of the fact that these dates are posted on all monthly bill cards. If either of these dates fall on a Saturday, Sunday, or a holiday, it will move the late or cut-off date until the next following business day or work day. Failure to receive this card does not constitute a valid reason for late or non-payments. I have read and understand all of the above billing information.

_____
Signature

_____
Date

P.O. Box 190, North Tazewell, VA 24630 Phone: 276-988-1822 Fax: 276-988-2991 Web: www.tcpsa.org