

RESIDENTIAL SEWER USERS AGREEMENT

Date: _____ SSN: _____
Name: _____ Address: _____
Phone: _____ Employer: _____
Landowner: _____

This agreement entered into between Wythe County Board of Supervisors, a public body, hereinafter called the "Owner," and _____, hereinafter called "Landowner", and _____, hereinafter called "User".

WITNESSETH

Whereas, the User desires to purchase sewer service from the Owner and to enter into a sewer 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 accept, subject to the limitations set out in its Rules and Regulations now in force or as hereafter amended, such sewer collection service as necessary in connection with User's occupancy of the following described property:

A Residential user agrees to and does herewith pay a capacity fee of \$500. The connection fee required by the owner shall be the actual cost for installing the service connection but in no case shall it be less than \$500.00. In addition, a deposit of \$100.00 for residential customers who are leasing or renting property is required.

The Landowner agrees to grant to the Owner, its successors, and assigns, free of charge, a perpetual easement in, over, under, and upon the above-described land, with the rights to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove, sewer pipelines and appurtenant facilities, together with the right to utilize adjoining land, for the purpose of ingress to and egress from the above-described lands for the purposes of installing, maintaining or disconnecting the sewer lateral. This agreement is subject to any applicable easement of record.

The Landowner shall install in accordance with the Virginia Uniform Building Code, and maintain at its own expense a service lateral, which shall begin at the sewer tap (connection) on the Owner's property line and extend to the dwelling or place of use. The service line shall connect with the Owner's collection system at the nearest place of desired use by the User, provided the Owner has determined in advance that the system can adequately accept sewage at that point.

The Landowner agrees to comply with and be bound by the Rules and Regulations of the Owner and the Virginia State Corporation Commission, if applicable, now in force, or as hereafter duly and legally supplemented, amended, or changed.

The User agrees to pay for sewer service at such rates, 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 Virginia State Corporation Commission's Rules and Regulations, or which may be hereafter adopted and imposed by the Owner. It is now anticipated the User's initial sewer service rates will be approximately as follows:

For Residential sewer customers who are now on metered water service, the rates shall be based on water usage and shall be as follows or as set periodically by the Board of Supervisors:

Residential Rates:

\$ 22.00 Minimum Bill	1st 3,000 gallons
6.90 per 1,000 gallons	Above 3,000 gallons

Residential customers who are not currently on metered County water shall pay the minimum bill based on the projected wastewater flows. Residential customers shall be billed on the projected flows using the Waterworks Regulation and/or Sewer Regulations OR from similar or equal residential facilities as approved by the Owner.

The Owner shall have final authority in any question of location of any service lateral connection to its collection system; shall determine the adequacy of capacity to serve the Users; and will not allow any connection or extension to be made of the User's service line for the purpose of supplying sewer service to another User.

The User shall be ready for its service lateral to be connected to the Owner's collection system and shall commence to use the service from the system on the date the service is made available to the User by the Owner. Sewer service charges to the User shall commence on the date service is made available, regardless of whether the User's service line is complete and ready to be connected to the collection system.

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

1. Nonpayment after the due date will be subject to a penalty of ten percent (10%) of the delinquent account. A one and one-half percent (1.5%) penalty will be added each month thereafter for each month of delinquency. If bill is not paid by due date a disconnect notice will be sent giving 10 days to pay bill.
2. Nonpayment within (10) days from the due date of the public water and sewer service where existing public water service is provided will be disconnected, and all accounts must be paid.
3. Nonpayment within sixty (60) days from the due date will result in the Owner effecting such legal remedies as may be available for the collection of the delinquent account.
4. If service is interrupted for non-payment of a sewer bill, there shall be a one hundred dollar (\$100.00) service fee.

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

(WITNESS)

(USER)

(WITNESS)

(LANDOWNER)

SECRETARY

Capacity Fee: _____

Connection Fee: _____

Reconnect Fee: _____

Renter Deposit: _____

Total Paid: _____

Notary Section Only

State of _____

I, _____, a Notary Public in and for the State of _____, do hereby certify that _____, whose name is signed to the foregoing contract being the date of _____, has personally appeared before me and acknowledged the same.

Given under my hand this _____ day of _____.

My commission expires: _____

SEAL

Notary Public Signature