

**WATER CONTRACT
WYTHE COUNTY WATER DEPARTMENT
WYTHEVILLE, VIRGINIA**

DATE: _____ SSN or FEN: _____
 NAME: _____ ADDRESS: _____
 PHONE: _____ EMPLOYER: _____
 LANDOWNER: _____

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

I (We) the undersigned, hereby contract for water service from the Wythe County Water Department when service is available to property located at: _____

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.

Part 1: New Water Service to Property _____ **Initials** _____ **N/A**

The Landowner agrees to, and does herewith, pay an initial contribution to the Owner in the amount corresponding with the size of the water service desired by the User as follows:

<u>Connection Fee</u>	<u>Total</u>
Commercial or Residential meter setter (5/8 x 3/4) standard size	\$ 1000.00
Road bore for standard meter	Actual Cost
All Others	Actual Cost

The above schedule of fees cover the cost of installation where the meter is placed not over 50 feet from the water main. The customer will have to install any line beyond 50 feet and bear the cost of installation. Meters will be placed on a dedicated public right-of-way at the property line.

Part 2: Renter Deposit _____ **Initials** _____ **N/A**

Renters must pay a \$100.00 deposit in addition to the connection fee and meter charge. The deposit required of renters is refundable upon payment of water service charges in full to the date of termination.

Part 3: Reconnection of an Existing Service _____ **Initials** _____ **N/A**

You hereby agree that should you be disconnected for non-payment and desire reconnection of the water service to the above described property, you shall pay a reconnect fee of \$ 75.00.

Furthermore, you agree that should the Water Department staff have to make a second trip to the premises to reconnect the water due to the homeowner's negligence, an additional trip charge of \$ 50.00 per occurrence will be assessed.

Part 4: Schedule of Rates & Penalties: _____ **Initials** _____ **N/A**

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 also agrees to pay for water 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 forth in the Owner's and/or the Virginia State Corporation Commission's Rules and Regulations, or which may be hereafter adopted and imposed by the Owner. It is now anticipated the Owner's initial water use rates will be as follows:

Residential Rates:

\$ 20.79 Minimum Bill	1st 1,000 gallons
10.40 per 1,000 gallons	Each additional 1,000 gallons

Commercial Rates:

\$ 20.79 Minimum Bill	First 1,000 Gallons
10.40 per 1,000 gallons	Each additional 1,000 gallons

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

- 1. A late penalty (10%) is assessed to accounts paid after the due date. Unpaid balances will be subject to a late charge of 1.5% per month, excluding penalty charges.**
- 2. If bill amount not paid by due date, a disconnect notice will be sent. If account balance is not paid within 10 days of disconnect notice then service will be disconnected.**
- 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. In the event it becomes necessary for the Owner to shut off the water from a Landowner's property, a fee of \$75.00 will be charged for a reconnection of the service.**

Part 5: Pertains to all connections

Virginia Waterworks regulations make it unlawful to have a cross-connection between any two systems servicing the same premises. Signing of this contract gives permission for our representatives to check your system for cross-connection. The User shall respond to the annual cross connection survey as required by Ordinance. Water service line must be a minimum of 160 psi.

This contract may be terminated at any time by the undersigned by payment of the water service charge in full to the date of termination.

The Landowner shall purchase and install a cut-off valve and the owner shall install a water meter for each service. The Landowner or his representative shall have exclusive right to use such cut-off valve and the Owner shall have exclusive use of the water meter.

Part 6: Meter Access

The meter remains the property of the Wythe County Water Department and the agents of the Department have the right to ingress and egress to the property to service and/or replace the meter or service the meter connection.

The Landowner agrees to grant to the Owner, its successors, and assigns, free of charge, 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, a water meter and appurtenant facilities.

The Property Owner shall install and maintain at its 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, provided the Owner has determined in advance that the system is of sufficient capacity to permit delivery of water at that point.

The Owner shall have final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water in the event of a water shortage; and may shut off water to any customer who allows a connection or extension to be made of its 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 system, or in the event there is a shortage of water, the Owner may prorate the water available among the various customers on such basis as is deemed equitable by the Owner, and may also prescribe a schedule of hours covering use of water for garden purposes 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 for domestic purposes, before supplying any water for livestock purposes and must satisfy all the needs for both domestic and livestock purposes before supplying any water for garden purposes.

The Landowner agrees that no other present or future source of water will be connected to any water lines served by the Owner's water lines and will disconnect from his or 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 its system.

The Landowner shall connect its service lines to the Owner's distribution system and shall commence to use water from the system on the date water is made available. Water charges shall commence on the date service is made available. The Landowner shall schedule with the Owner to provide service. However, service shall not be delayed longer than six (6) months. At the end of six (6) months the Landowner shall be charged the minimum monthly bill.

It is hereby understood that the Owner's water system is now under final design and in the event it is determined that service to the User's property is not feasible, this agreement and the initial contribution will be returned to the User without interest and the Owner will not be under any obligation to provide service to the property.

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

(WITNESS) (USER)

(WITNESS) (LANDOWNER)

(SECRETARY)

Connection fee: _____

Reconnection 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