

THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY
LEBANON / NEW GARDEN DIVISION
PO BOX 2649 – LEBANON – VIRGINIA – 24266
PHONE – 276-991-0200 FAX – 276-991-0201
WATER USER AGREEMENT

This Agreement is entered between The Russell County Public Service Authority – Lebanon / New Garden Division, hereinafter called the Authority, and _____, hereinafter called “user.” WHEREAS, the USER desires to purchase water services from the Authority and to enter into a Water User’s Agreement as required by the rules and regulations of the Authority; NOW, Therefore, in consideration of the following mutual covenants, promises and agreements, the parties agree as follows: The AUTHORITY shall furnish, subject to the limitation set out in its own Rules and Regulations now in force or as amended or adopted, such water service as necessary in connection with USER’s ownership of the following property described as _____

1. The user agrees to pay a one-time connection fee of fifty dollars (\$50) per connection to the Authority to demonstrate his/her willingness and commitment to connect to and utilize the water system. Such payment shall be payable to the AUTHORITY at the time of connection.
2. The USER agrees to grant and assign to the AUTHORITY and its successors a perpetual easement in, over, under and upon the above the described land, with the right to install and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove water lines, force mains, and such related appurtenant facilities, together with the right to utilize adjoining lands belonging to the USER for the purpose of ingress to and egress from the above described lands. Said permission is given on the basis that the contractor will restore USER’s property to a condition equal or better than when the work commenced. The AUTHORITY will be responsible for the cost of waterlines to the USER’s water tap. USER agrees to install and maintain, at his/her own expense, a water line which shall begin at the water tap on USER’s land and extend to the dwelling or place of use. The AUTHORITY will consult with the USER in determining the location of the water tap on USER’s property; however, the final location of the water tap and service lines to the water tap will be at the sole discretion of the AUTHORITY.
3. The USER agrees that no additional present or future dwellings or points of use will be connected to any water lines served by the AUTHORITY’s water lines unless prior written approval is given by the AUTHORITY, consistent with its own rules, regulations and ordinances. USER agrees to comply with and be bound by the rules and regulations of the AUTHORITY, now in force, or as developed, supplemented or amended. USER agrees to pay for water service at such rates, time and place as shall be determined by the AUTHORITY, and agrees to the imposition of such penalties for non-compliance as are now set out in the AUTHORITY’s rules and regulations, or which may be later adopted and imposed by the AUTHORITY. It is agreed and understood that USER will be classified Residential or Non-Residential water based on the AUTHORITY’s water classifications and will be billed accordingly based on rates for that classification. Customers on the AUTHORITY’s metered water system will be billed based on a percentage of the metered water use. This percentage will be determined once a final project cost and final funding terms are determined. Any USER not on the AUTHORITY’s metered water system will be charged a “flat fee” to be based on the average anticipated category use as determined after percentages are set for metered USERS. Billing will be monthly for use during the prior month.

4. AUTHORITY will provide notification to USER no less than 30 days from the date that the collection system will be available for connection and use by USER. The USER shall connect to the AUTHORITY's collection system and shall commence use of the system no later than 30 days from such notification that the collection system is ready for use. AUTHORITY will commence billing for service at the end of that 30 day period.
5. If for some reason, the AUTHORITY is unable to provide water service to a USER or it is determined that service to a USER is not feasible, the AUTHORITY shall not be under obligation to provide service to that USER's property. In such case, any connection fee paid by the user will be refunded to that USER.
6. The following information is provided for contact and billing purposes:

MAILING ADDRESS _____

TELEPHONE NUMBER _____ WORK PHONE _____

USER SIGNATURE _____ DATE _____

USER SIGNATURE _____ DATE _____

WITNESS _____ DATE _____

AUTHORITY SIGNATURE _____ DATE _____

STATE OF VIRGINIA

COUNTY OF _____, TO WIT:

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____,

BY

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

SEAL