

OFFICE USE – Revised 11/2016

Transferred From \_\_\_\_\_ Name \_\_\_\_\_

Date: \_\_\_\_\_ 20 \_\_\_\_\_ Account No. \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

## WATER USERS AGREEMENT – SERVICE TRANSFER WILDERNESS PUBLIC SERVICE DISTRICT

THIS AGREEMENT entered into between the Wilderness Public Service District, (a public utility), hereinafter referred to as “OWNER” and \_\_\_\_\_ and/or \_\_\_\_\_ hereinafter referred to as “USER”.

\*\*\*\*\*WITNESSETH\*\*\*\*\*

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.

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 furnish, subject to the limitations set out in its Rules and Regulations now in force or as hereinafter amended, such quantity of water as the USER may desire in connection with USER’s occupancy of the following described property: Deed Book \_\_\_\_\_ Page No. \_\_\_\_\_ Tax Map \_\_\_\_\_ Parcel \_\_\_\_\_  
Physical Address \_\_\_\_\_  
Description \_\_\_\_\_

. It is further understood and agreed that this contract applies to the property described and located as shown above, 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 and located as shown above.

The USER agrees to provide the OWNER with a map showing his/her property boundaries and provide proof of property ownership.

The USER agrees to grant to the OWNER, its successors and assigns a perpetual easement in, over, under and upon the above described land as necessary and required for the purpose of ingress to and egress from or otherwise provide water service to the above described lands. Such easement gives to the OWNER the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities.

The USER shall install and maintain at his/her 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 at the nearest place of desired use by the USER, provided the OWNER has determined in advance that the system is of sufficient capacity to permit delivery of water at the point. ***The USER shall purchase and install a pressure reducing valve on his/her service line connection, if necessary. (Due to main line pressure at service location being over 135psi)***

The USER agrees to comply with and be bound by the Rules and Regulations of the OWNER and of 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 rate, 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 the Public Service Commission’s Rules and Regulations, or which may be hereafter adopted and imposed by the OWNER. The rate structure for water use will be established and approved by the OWNER or the West Virginia Public Service Commission, as legally applicable, and published as a tariff. Public Service Commission Rules and Regulations and rate structure tariffs are available for inspection at the OWNER’s office. (In the event of a water shortage or other emergency, the emergency actions as prescribed in the above rules and regulations will be enforced.)

**Page 2 – Wilderness PSD - Water User’s Agreement – Service Transfer**

The OWNER shall purchase and install a cutoff valve and a water meter in each service. The OWNER shall have exclusive right to use such cutoff valve and water meter.

The OWNER shall have final authority in any question of location of any service line connection to its distribution system, and may terminate service to a USER who allows a connection on an extension to be made of the service for the purpose of supplying water to another user.

The USER 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 present water supply prior to connecting to and switching to the OWNER’s system and shall eliminate their present or future cross-connections in his/her system.

The USER shall connect to the cut-off valve installed by the OWNER at the USER’S service line connection, and keep it accessible for his/her own use.

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

1. Nonpayment within twenty (20) days from the billing date will be subject to a penalty of ten percent (10%) of the delinquent account.
2. Non-payment within twenty (20) days from the billing date will result in initiation of action to terminate service.
3. In the event it becomes necessary to terminate service, a reconnection fee and security deposit as set forth in the tariff and the WV PSC Rules & Regulations will be applicable.

In the event it is determined that service to the User’s property is not feasible, this agreement becomes null and void and the tap fee 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 the agreement this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

X \_\_\_\_\_ X \_\_\_\_\_  
User/Property Owner Co User/Property Owner

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

\_\_\_\_\_  
WILDERNESS PSD REPRESENTATIVE \_\_\_\_\_ 20\_\_\_\_