

WATER USERS AGREEMENT Application

THIS AGREEMENT entered into between the Doddridge County Public Service District, Inc., hereinafter referred to as "Owner" and _____, 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:

The User agrees to, and does herewith pay an initial tap fee of \$100.00 (One Hundred Dollars) to the Owner. This tap fee of \$100.00 (One Hundred Dollars) is applicable only to pre-construction agreements; thereafter the tap fee will be \$300.00 (Three Hundred Dollars).

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 that 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 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 a 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.)

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 of an extension to be made of the service line 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 waterlines served by the Owner's waterlines 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 his/her service lines to the Owner's distribution system and shall commence to use water from the system on the date the water is made available to the User by the Owner. Water charges to the user shall commence on the date service is made available, regardless of whether the User connects to the system.

The User hereby agrees to pay the minimum water bill for a period of three (3) years from the date service is available, regardless of whether the User actually uses such service.

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. Nonpayment within thirty (30) 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 as set forth in the tariff will be applicable.

It is hereby understood that the Owner's water system is now under final design. In the event it is determined that service to the User's property is not feasible, this agreement becomes null and void and the initial contribution (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____.

WITNESS

USER

BY: _____

REPRESENTATIVE

RECEIPT

The undersigned hereby acknowledges receipt of \$_____ in (cash) (check) from the User, as payment for the water service connection charge as required by Paragraph Four (4) of the Water Users Agreement entered into by and between the Owner and the User and dated _____ day of _____ month, 20____.

Date: _____

OWNER'S REPRESENTATIVE

TITLE