

NORTON HARDING JIMTOWN PUBLIC SERVICE AGREEMENT

APPLICATION FOR SERVICE AND POLICY

THIS AGREEMENT entered into between the NORTON HARDING JIMTOWN PUBLIC SERVICE DISTRICT, (a public service district), hereinafter referred to as "OWNER" and _____ Hereinafter referred to as "USER".

WHEREAS, the User desires to purchase water and/or sewer service from the Owner and entered into a User's Agreement with this application for service, as required by the Rules and Regulations of the User Now therefore, in consideration of the mutual covenants, promises and agreement herein contained. It is hereby understood and agreed to 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 hereafter amended such service as necessary in connection with User's occupancy of the property listed on the application.

The User hereby certifies that he/she has made themselves familiar with the provisions of this agreement as set out below and understands that this is an application for service and the Owner has the right to reject the application and return the Tap Fee and/or Deposit if it is not feasible to serve the property in accordance with the West Virginia Public Service Commission (WVPSC) Water and Sewer Rules and Regulations.

General Regulations:

1. Failure of a User to pay water and/or sewer charges fully imposed shall result in the automatic imposition of the following penalties:
Accounts not paid within twenty (20) days from the billing date will be subject to a penalty of the net amount as established by the WVPSC.

Accounts not paid within 45 days from the billing date will result in the termination of water service. After service is terminated, the customer will be required to pay the delinquent amount owed, a security deposit if not already on deposit with the District, and a disconnection and/or reconnection fee (as provided for in the Owner's water and/or sewer tariff) before water service will be restored.

In the event a check is returned to the Owner a fee will be charged and after a second returned check we will no longer accept checks for future payments.

2. If the applicant is a tenant, they shall state the name and address of the owner of the premises to be served.

Premise is the land & dwellings setting upon the land. If user owns a mobile home or other dwelling that can be easily removed from the land but does not own the land – the User is considered a tenant.

3. The User agrees to, and does herewith; pay a tap fee of \$350.00 for water and/or \$350.00 for sewer to the Owner. In the event that the Owner, for reasons beyond its control, cannot make said connection, the tap fee will be refunded.
4. The Owner must have access to the meter at all times for the purpose of meter reading maintenance and operation. This will allow us to better serve the User and should an emergency arise we would be able to access the meter. Failure to provide access or covering the Owner's meter well may result in disconnection of the User's water service. Fire hydrants must be visible and accessible from the street at all times. While doing landscaping projects or yard work, please keep in mind not to plant too close to a fire hydrant or cover-up the meter well with mulch, landscape timbers, rocks, dirt etc. Keep shrubs, bushes, flowers, trees trimmed away for hydrants and meter wells. Also do not park cars on top of a meter well. If the user has pets, make arrangements so the pets are away from the meter location. Do not lock gates restricting access to meters.

SECURITY DEPOSITS

1. The WVPSC mandates the Owner to collect security deposits from new customers for water and sewer service, as well as additional deposits from delinquent customers as deemed necessary. After a customer, who is not a tenant, has paid bills for services for twelve (12) consecutive months without a penalty, the Owner shall promptly and automatically credit to the User's account – the deposit plus accrued interest. Interest will be paid at a rate determined by the WVPSC. Past due accounts will result in reevaluation of the security deposit period of an additional twelve (12) months. If the user is a tenant, the Owner is not required to return the deposit until the time the tenant discontinues service with the district,
2. All new applicants for service shall deposit \$50.00 for Water and/or \$50.00 for sewer with the Owner to secure payment.

Water Regulations:

1. The User shall install and maintain at his own expense a service line which shall begin at the meter or tap on the Owner's line and extend to the dwelling or place of use. The service line shall connect with the User's distribution system at the nearest place of desired use by the User, provided the Owner has determined in advance that the system can provide adequate service at that point.
2. The User agrees to comply with and be bound by the Rules and Regulations of the Owner and the WVPSC now in force, or as hereafter duly legally supplemented, amended or changed.
3. The Owner shall purchase and install a service connection at each service point and have exclusive right to use such service connection. 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 line and the User will

disconnect from his present water system prior to connecting to and switching to the Owner's system and eliminate any present or future cross connections in his system. Failure of the User to comply with the regulation will result in the District discontinuing the User's Service in accordance with state law.

4. The Owner shall have final authority in any question of location of any service line connection to its distribution system; shall determine the adequacy of capacity to serve the Users; and will not allow any connection or extension to be made to the User's service line for the purpose of supplying water service to another user.
5. The User shall be ready for his service line to be connected to the Owner's water system and commence to use the service from the system within 30 days after service is made available to the User by the Owner. Water service charges to the User shall commence 30 days after the date service is made available, regardless of whether the User's service line is completed and ready to be connected to the water system.
6. 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.

Sewer Regulations:

1. The User shall install at its own expense a service line which shall begin at the sewer tap (connection) on the Owner's 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 sewer at this point. The User shall construct his service line in accordance with the Rules and Regulations of the WVPSC.
2. The Owner shall have final authority in any question of location of any service line connection to its collection system: and shall determine the adequacy of capacity to serve the User.

3. The User is expressly forbidden to connect additional users to the service line and may not extend or allow extension of the service line without authorization from the Owner.
4. The User shall be ready for his service line to be connected to the Owner's collection system, notify the inspector to inspect the connection, and commence to use the service from the system on the date the service is made available to the User by the Owner. Sewer service charged to the User shall commence on the date service is made available, regardless of whether the User's line is completed and ready to be connected to the collection system.

By signing the application, the User has agreed that they have read and understand all rules and regulations stated above

NORTON HARDING JIMTOWN
PUBLIC SERVICE DISTRICT
104 HAYES STREEET-NORTON WV 26285
Phone 304-636-6223 Fax 304-636-0208

APPLICATION FOR WATER and/or
SEWER SERVICE

SERVICE ADDRESS Street/City: _____

Service Start Date Date _____

APPLICANT/CUSTOMER NAME: _____

Mailing Address: Street/City/State/Zip: _____

Social Security Number _____

Place of Employment _____

Telephone: Home _____ Cell _____ Work _____

CO-APPLICANT/SPOUSE: Name _____

Social Security Number _____

Telephone: Home _____ Cell _____ Work _____

Place of Employment _____

Full name of other persons (over 18 years of age) living in the residence: _____

RENT OR OWN? OWN _____ RENT _____ If renting, please provide the information below:

PROPERTY/LAND OWNER: Name: _____

Telephone Home/Work: _____ Cell: _____

TYPE OF SERVICE Residential _____ Commercial _____ Industrial _____

If not a Residential – Nature of Business _____

Have you had service with NHJPSD before? No _____ Yes _____ If yes, list account number or address

Applicant (s) hereby certifies that he/she has made themselves familiar with the provisions of this agreement as set-out in the attached Regulations and understands that this is an application for service. The District has the right to reject the application and return the Tap Fee and/or Deposit if it is not feasible to serve the property in accordance with the West Virginia Public Service Commission Rules and Regulations. It is the customer's responsibility to make a request for service disconnect. If the District is not notified, monthly billing will continue & customer will be responsible for any billing charges that accrue. Customer must also provide the District with a correct mailing address for the final bill. By signing this application for water and/or sewer service, applicant(s) acknowledges and agrees to these conditions and that the information provided above is true and accurate to the best of applicant's knowledge.

Signature of Applicant: _____ Date: _____

Signature of Co-Applicant _____ Date: _____

Applicant(s) – Attach copy of government issued photo ID

Taken, subscribed, and sworn, or affirmed before me the ____ day of _____ 20__

My Commission expires on _____

Notary Public

FOR UTILITY USE ONLY

Received from Applicant(s)

DEPOSIT: TAP:
Water: \$ _____ \$ _____
Sewer \$ _____ \$ _____

Billing Department

NHJPSD ACCOUNT # _____
SERVICE DATE _____
Tap Date _____

TOTAL RECEIVED: \$ _____

SPECIAL INSTRUCTIONS/COMMENTS:

PYMT METHOD: CASH _____ CHECK _____

Application and Payment received by _____
Date _____
