

For Office Use:	
Customer #	_____
Service #	_____
Meter #	_____

WATER/WASTEWATER USER AGREEMENT DATA SHEET

*NAME: _____
 *ADDRESS: _____

*PHONE NUMBER: _____
 *SOCIAL SECURITY #: _____
 *DATE OF SERVICE: _____
 *TYPE OF SERVICE: _____

*PHYSICAL LOCATION: _____

*RENTAL PROPERTY YES _____ NO _____

(USERS AGREEMENT MUST BE SIGNED BY RENTER AND PROPERTY OWNER AND RETURNED TO THIS OFFICE BEFORE WATER SERVICE WILL BE TURNED ON.)

IF YES, OWNER INFORMATION IS REQUIRED

OWNER INFORMATION: _____
 OWNER ADDRESS: _____

 OWNER PHONE #: _____

*HAVE YOU HAD PREVIOUS SERVICE/ACCOUNTS WITH US?
 _____ YES _____ NO
 IF YES, WHEN _____
 NAME PREVIOUS ACCT. WAS IN _____

FEES THAT APPLY TO EXISITING SERVICES

(ALL DEPOSITS AND FEES MUST BE PAID BEFORE SERVICE WILL BE TURNED ON.)

_____ DEPOSIT \$45.00 (FOR RENTALS ONLY)
 _____ CONNECTION FEE \$25.00

FEES THAT APPLY TO ALL NEW SERVICES

RESIDENTIAL CONNECTION FEE

_____ WATER-\$2,000.00
 _____ SEWER-\$2,000 PLUS A FACILITY FEE OF \$500.00 PER UNIT

COMMERCIAL CONNECTION FEE

_____ WATER -COST OF INSTALLATION PLUS 10%
 _____ SEWER - COST OF INSTALLATION AND A FACILITY FEE OF \$1000.00 PER UNIT

BUCKINGHAM COUNTY
WATER USERS AGREEMENT

This agreement entered into between the Buckingham County Board of Supervisors, hereinafter called the "County" and _____, hereinafter called "User".

WITNESSETH

Whereas, the User desires to purchase water from the County and to enter into a water users agreement.

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 County shall furnish, subject to the limitation of its water production capacity and obligation to furnish other users, such quantity of water as the User may desire in connection with User's occupancy of the following described property:

Road name or number and house number: _____

Previous tenant (if known) _____

The User agrees to grant to the County, its successors and assigns a perpetual 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, 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.

For any services installed prior to 1990, the User shall install and maintain at the User's expense a service line which shall begin at the meter and extend to the dwelling or place of use. Any services installed after 1990, the User shall install and maintain at the User's expense a service line which shall begin at the fitting located outside the pressure reducing valve box and extend to the dwelling or place of use. The service line shall connect with the distribution system of the County at the nearest place of desired use by the User, provided the County has determined in advance that the system has sufficient capacity to permit delivery of water at that point.

The User agrees to comply with and be bound by the Rules and Regulations of the County water system, 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 places as shall be determined by the County, and agrees to the imposition of such penalties for noncompliance as adopted by the County.

The User agrees to arrange for payment of a deposit in the amount of \$45.00, if the premises to which water is supplied is rented by another party. In the event service to the User is terminated, whether voluntarily by the User, or by the County for cause, the deposit shall be held and applied by the County, and agrees to the imposition of such penalties for noncompliance as adopted by the County.

The County shall purchase and install a cut-off valve and may also include a water meter in each service. The County shall have exclusive right to use such cut-off and water meter.

The County shall have final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water to Users in the event of a water shortage; and may shut off water to a User who allows a connection or extension to be made by the User's service line for the purpose of supplying water to another user. In the event the total water supply shall be insufficient to meet the needs of all the Users, or in the event there is a shortage of water, the County may prorate the Water available among the various Users on such basis as is deemed equitable by the Board of Supervisors and may also prescribe a schedule of hours covering 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 of all the Users, the County must first satisfy all of the needs of all Users for domestic purposes before supplying any water for livestock purposes before supplying any water for garden purposes.

The User agrees that no other present or future source of water will be connected to any waterlines serviced by the County's waterlines.

If the dwelling was supplied by an existing well, the User shall notify the County when the well has been disconnected and is ready for inspection. The County will need to make this inspection prior to providing service to the User.

If the User's service is disconnected or discontinued for any reason, the set hours for reconnection will be Monday through Friday from 7:00 a.m. to 3:00 p.m.

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

- 1. Nonpayment within ten days of the due date will be subject to a penalty of ten percent of the delinquent account.***
- 2. Nonpayment within THIRTY (30) days from the due date will result in the water being shut off from the customer's property.***
- 3. In the event it becomes necessary for the County to shut off the water from a User's property, the full amount due must be paid as well as a fee of \$25.00 will be charged for the reconnection of the service.***

I.D. REQUIRED FOR NOTARY.

User

County/City of _____
Commonwealth/State of _____
The foregoing instrument was acknowledged
Before me this _____ day of _____, _____ by

(Name of person seeking acknowledgement)

Notary Public
My commission expires _____

NON-DISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, Offices and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's Target Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W. Washington, D.C. 20250-9410; fax (202)690-7442 or email at program.intake@usda.gov.

USDA is an equal opportunity provider, employer and lender.

STATISTICAL INFORMATION (OPTIONAL)

Individual Residential Customer or Business Proprietor or Principal Partner

The information regarding race, national origin, and sex designation solicited on this application is requested in order to assure the Federal government, acting through Rural Development of UDSA, that Federal Laws prohibiting discrimination against applicants on the basis of race, color, national origin, religion, sex, familial status, age and handicap are complied with. You are not required to furnish this information but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. It is for monitoring purposes only. However, if you choose not to furnish it, the owner is required to note the race/national origin and sex of the individual applicants on the basis of visual observation or surname.

RACE: () BLACK () HISPANIC () ASIAN/PACIFIC ISLANDER
() AMERICAN INDIAN/ALASKAN NATIVE () WHITE () OTHER

SEX: () MALE () FEMALE