



APPLICATION FOR WATER TAP/ SERVICE

All applications require: Valid State Issued Photo ID of all responsible persons listed.
The tap fee of \$350.00 is due with this application.
The deposit amount of \$75.00 is due at the time service is established.

ACCOUNT NO. _____

NAME _____

DRIVER L IC/ID NO. _____ SOCIAL SECURITY NO. _____

CELL NO. _____ HOME NO. _____ WORK NO. _____

NAME _____

DRIVER L IC/ID NO. _____ SOCIAL SECURITY NO. _____

CELL NO. _____ HOME NO. _____ WORK NO. _____

MAILING ADDRESS _____

PROPERTY LOCATION ADDRESS _____

RIGHT A WAY NEEDED? () NO () YES FROM WHOM? _____

PROOF OF LAND OWNERSHIP? () NO () YES EVIDENCE? _____

TYPE OF SERVICE: Residential () NO. IN HOUSEHOLD _____
Commercial () Type _____

I HEREBY AUTHORIZE SERVICE TO BE ESTABLISHED IN MY NAME AT THE ABOVE PROPERTY LOCATION AND AGREE TO PAY FOR SERVICE UNTIL I SUBMIT THE REQUIRED DISCONNECTION FORM. I AGREE ALL THE ABOVE INFORMATION IS TRUE AND THAT ANY FALSE INFORMATION IS FRAUDULENT AND WILL RESULT IN A DISCONNECTION OF SERVICE. I UNDERSTAND MY \$75.00 DEPOSIT WILL BE HELD FOR TWELVE (12) MONTHS OR MORE. IF ACCOUNT BALANCE HAS REMAINED CURRENT DURING THIS TERM, THE DEPOSIT, WITH INTEREST, WILL BE CREDITED TO MY ACCOUNT. IF A RENTER, I UNDERSTAND MY DEPOSIT WILL BE HELD UNTIL I MOVE FROM RESIDENCE AND MY FINAL BILL HAS BEEN PAID IN FULL. I ALSO UNDERSTAND THAT I AM RESPONSIBLE FOR ALL CHARGES AT THIS LOCATION, DUE AND PAYABLE WITHIN TWENTY (20) DAYS OF RECEIPT OF BILLING STATEMENT. I AGREE TO PAY THE BILL REGARDLESS OF ANY USPS DELIVERY ISSUES THAT MAY RESULT IN A 10% PENALTY.

APPLICANTS SIGNATURE _____ Date _____

CO-APPLICANTS SIGNATURE _____ Date _____

For Office Use Only

METER SIZE _____ METER NO. _____ METER READING _____

DATE ON _____ DEPOSIT AMT PAID _____ CASH OR CHECK NO. _____

TAP FEE PAID _____ CASH OR CHECK NO. _____

WATER TAP USERS' AGREEMENT FORM

THIS AGREEMENT, by and between the CLAY ROANE PUBLIC SERVICE DISTRICT, a public body, the "DISTRICT" and _____ a property owner, the "USER".

WITNESSETH

WHEREAS OWNER contemplates the installation and operation of a public water system and USER desires to purchase water there from and to enter into a water users' agreement as required by the Bylaws of the District.

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 DISTRICT shall furnish subject to the limitation set out in its Bylaws and Rules and Regulations now in force or as hereafter amended such quantity of water as the USER may desire in connection with USER'S occupancy of the following described property:

(Description of Property)

(Mailing Address)

The USER hereby agrees to pay forthwith an initial contribution of **\$75.00 deposit** that will be returned to the USER after twelve consecutives on time payments. In the event water service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing on the USER'S account. Should the account be fully paid at the time of termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter.

The USER agrees to pay a tap fee in the amount of **\$ 350.00**. The tap fee of \$100.00 is applicable ONLY to pre-construction agreements, thereafter the tap fee will be \$350.00, or amount called for in the DISTRICT'S current tariff.

The USER will grant to the DISTRICT, its successors and assigns, an 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, replace, and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining land belonging to the USER for water line construction and maintenance in the event any such right-of-way across the user's property becomes necessary. Should it, in fact, become necessary for the district to obtain a valid and binding right-of-way from the USER, the necessary right-of-way easement will be prepared in proper legal and recordable form by the District's Attorney and will be presented to the USER for proper execution.

The DISTRICT shall install at the DISTRICT'S expense a water meter, a cutoff valve and a service line, which shall begin at the water main line and extend to the property line. The DISTRICT shall have exclusive right to use such cutoff valve and water meter. The service line shall connect with the distribution system line of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined in advance that the system has sufficient capacity to permit delivery of water at that point.

The USER shall install and maintain at his own expense a service line, which shall begin at the meter and extend to the dwelling or the place of use. The USER also agrees to be fully responsible for the service line from the water meter to the home including the installation of an approved backflow device if required.

The USER agrees that no other present or future source of water will be connected to any water lines served by the DISTRICT'S waterlines and will disconnect from the present water supply prior to connecting to and switching to the DISTRICT'S system and shall eliminate their present or future cross connections in the USER'S system.

The USER shall connect the service lines to the DISTRICT'S water meter and shall commence to use water from the system on the date the water is made available to the USER by the DISTRICT. 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 agrees to comply with and be bound by the Rules and Regulations of the DISTRICT and 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 rates, time and place as shall be determined by the DISTRICT and agrees to the imposition of such penalties for non-compliance as are now set out in the DISTRICT'S and the Public Service Commission's Rules and Regulations, or which may be hereafter adopted and imposed by the DISTRICT.

The DISTRICT 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 cut off water to a USER who allows a connection or extension to be made of his service line for the purpose of supplying water to another user. In the event the total water supply shall be insufficient to meet all of the needs of the USERS, or in the event there is a shortage of water, the DISTRICT may pro-rate the water available among the various USERS on such basis as is deemed equitable by the Governing body of the DISTRICT, and may also prescribe a schedule of hours covering use of water for garden purpose by particular USERS and require adherence thereto or prohibit the 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, and the DISTRICT must first satisfy all of the needs of all USERS for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all USERS for both domestic and livestock purposes before supplying any water for garden purposes.

It is further understood and agreed that this contract applies to the property described heirs and 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.

In the event the User shall breach this contract by refusing or failing, without just cause, to connect a service line to the District's distribution system as set forth above, the User agrees to pay the District a lump sum of monthly minimum current tariff rate for a period of 1 (one) year as liquidated damages.

It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that a breach by the User in either of the respects set forth above would be difficult, if not impossible, to prove the amount of such damages. The parties hereto have computed, estimated, and agreed upon said sum in an attempt to make reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the resulting damages.

It is understood and agreed by the USER that they shall connect the service lines to the DISTRICT'S water meter and shall commence to use water from the system on the date the water is made available to the USER by the DISTRICT. Minimum monthly meter charges to the USER shall commence on the date service is made available, regardless of whether the USER connects to the system.

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

1. Nonpayment within twenty (20) days from the billing 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 termination of service.
3. In the event it becomes necessary for the DISTRICT to shut off the water from a USER'S property, a twenty dollar (\$20.00) reconnect fee will be charged for a reconnection of the service.

The USER agrees to be bound by the terms and conditions of the reverse side hereof and acknowledges having read and understanding the same.

WITNESS the following signature is the signature this the ____ day of _____, 20____.

USER (Property Owner)

Additional Property Owners

Clay-Roane Public Service District

RIGHT OF WAY & EASEMENT AGREEMENT FORM

THIS AGREEMENT entered this _____ day of _____, 20__ by and between _____ henceforth, "Grantor(s)" and Clay Roane Public Service District henceforth, "Grantee(s)". The Grantor is the owner of the property located at _____, _____ WV.

The grantor, having received good and valuable consideration, including the sum of \$1.00, receipt of which is expressly acknowledged by the same on behalf of the Grantor(s), heirs and assigns, a perpetual right-of-way and easement, with the right to construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove pipelines, meters and all necessary materials and parts to complete and maintain the water system being constructed by and/or through the supervision of the Grantee, over, across and through the land of the Grantors, situate in _____ District, _____ County, West Virginia.

The said permanent easement shall be ten (10) feet in width and _____ feet in length, the centerline of which is the center of the pipeline itself.

It is agreed that it shall be the Grantee's responsibility upon completion of said private water service line and appurtenances to regrade the land of the Grantor(s) to its prior condition to the extent reasonable possible and feasible; subject however, to the limitations and damages hereinbefore set forth and for which the Grantor(s) has been fully compensated. The Grantor(s) and Grantee(s) acknowledge that Clay Roane PSD owns the water meter and related appurtenances and has easement to read, make repairs, and change the meter and related appurtenances as it becomes necessary.

It is further agreed that the Grantee(s), successors, assignees have the right to promptly enter the Grantor's property and repair and/or replace said private service line should it become necessary. The Grantee(s) must maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the Grantor(s), successors, and assigns.

Grantor(s) agrees not to erect any structure or place any object over the easement hereby conveyed, which would interfere with the use and occupancy of the said easement.

IN WITNESS WHEREOF, the Grantors have executed this instrument this the _____ day of _____, _____.

State of _____,

County of _____, To-Wit:

I, _____, a Notary Public in and for said County and State, do hereby
certify that _____

whose names are signed to the foregoing writing, bearing date the _____ day of _____, _____
have this day signed and acknowledged the same before me in my said County.

Notary Public

My Commission expires the _____ day of _____, 20__.

SERVICE CONNECTION REQUIREMENTS POLICY

These specifications must be followed in order to connect to Clay Roane PSD water system and to qualify for Clay Roane PSD's leak adjustment policy should it become necessary. A customer must maintain his service pipe in good condition and free from all leaks and defects, at the customer's cost and expense. A customer's failure to comply with this rule may result in termination of service pursuant to WV Public Service Commission Rules.

The tap will be made on or the customers property line convenient to Clay Roane PSD. A ¾" CTS 200 psi rated piping, "pig tail", will be extended out of the meter box for the customer to connect to.

CUSTOMER CONNECTION REQUIREMENTS

- WATER LINE- ¾" CTS tubing with minimum pressure rating of 200 psi and NSF stamp of approval. Larger diameter may be required for longer distance or higher usage. Customers should use continuous service line to avoid multiple connections.
- CONNECTIONS- All fittings must be 3/4" brass compression. No hose clamps, shark bites, etc.
- STIFFNERS- ¾" tubing inserts for meter side of line and house connection.
- SHUT OFF VALVE- The meter setters are NOT to be considered a shut off for your waterline. **Customers are not permitted access to the meter pits. Customers are required to install a shut off valve shut off valve in the pipe near the foundation wall of the house or inside the home before the hot water tank.** This is to ensure a customer who may have a leak under or inside their home can easily shut the water off. Customers should also install another shut off valve near the meter location to shut off your service line to search for leaks and make repairs. You should install this one in a pit similar to the districts meter pit.
- PRESSURE REGULATOR- If a customer's pressure at his meter setting is above the maximum allowed pressure of 135 psi, a pressure regulator will be installed in the meter pit. If a customers' pressure is below the maximum allowed pressure, Clay Roane PSD will not install a regulator. Customers are not required but may prefer to install a regulator at their own cost. Customers should install it just past the foundation shut off valve in a valve box or inside the house so the valve can be routinely inspected.
- CHECK VALVE- Customers whose dwelling is 50 feet or more above meter level, the District recommends the customer to install a check valve at their hot water tank to prevent any back flow into our system.
- Water Lines must be buried a minimum of 24" under grass and at least 36" under driveway or parking area or put in a casing pipe. It is recommended to install tracing wire on top of the line for location purposes.
- Water Line must be installed on and covered with at least 6" of clean rock free material before completion of backfilling of ditch.
- If an area is rocky, consider adding a casing or conduit piping for added protection against leaks.
- Water pipe must be installed in its own trench with a minimum of ten (10) feet parallel separation from gas, sewer, and electric lines. A two (2) feet minimum parallel separation is required for telephone and cable lines. An eighteen (18) inch minimum vertical separation is required when it becomes necessary for lines to cross; water line must be on top. The water line must have a minimum of twenty-five (25) feet parallel separation from a septic system. A twelve (12) feet minimum separation is required from all structures to maintain water line. Make sure to contact Miss Utility of WV by dialing 811 before digging. It's the Law.
- Cross connections are prohibited. All wells, cisterns, or any other source of supply must be disconnected completely.
- On long service lines, you may want to consider a shut off valve every five hundred (500) feet.
- If the service line passes through a body of water- that section must be installed in casing/conduit.
- Clay Roane PSD may require inspection of the line prior to back filling the trench. Service cannot be connected or extended to any other premises other than that being served (one residence or business per service connection). A customer's pipe and any or all fixtures are subject to inspection by Clay Roane PSD authorized employee at all reasonable hours.

CUSTOMER PRESSURE REGULATOR POLICY

Residential water pressure tends to range between 45 and 80 psi (pounds per square inch). Anything below 40 psi is considered low and anything below the minimum 30 psi is considered too low. Pressures above 80 psi are too high. Whereas low water pressure is more of a nuisance than a serious problem (some fixtures, like washing machines, have minimum pressure requirements), high water pressure carries with it a significantly increased risk of damage to pipes, joints, fixtures, and seals, not to mention increased water loss.

Clay Roane PSD will NOT install a pressure regulator on the utility side of the meter setting unless circumstances call for it. Clay Roane PSD will never install a pressure regulator on the customer's side.

Per our Service Connection Policy, it is recommended that customers should install a pressure regulator to regulate the water supply pressure. An example of an exception is when the customer lives near the end of a small main line, such as 2-inch line, or high up on a hill, it is unlikely then a customer will need a PRV.

The customer is to decide whether to install the pressure regulator inside the residence at the location where the service line enters the premises. The customer CANNOT install the regulator in the meter pit with the meter. The customer CAN install a pressure regulator in the same pit as their privately owned shut off valve for their side of the service line, it is recommended not to just bury the shut off and/or pressure regulator in the ground without being in a weather protected device, such as plastic/fiberglass pit similar to what Clay Roane PSD uses corrugated drainpipe works.

If Clay Roane PSD should install a pressure regulator in a high-pressure meter setting before the meter; it is to protect the meter and Clay Roane PSD materials from high pressure. Clay Roane will only install a regulator in the meter pit if the tested pressure is above the maximum allowed pressure of 135 psi. It is under no circumstances to be considered protection for the customer service line, fixtures, plumbing or appliances.

In situations where both Clay Roane PSD and the customer install pressure regulators, the pressure regulator S need to be set at least 10 pounds difference. The pressure regulator for Clay Roane PSD should be at least 10 pounds higher than customers. This is a precaution against damage to a water meter when multiple PRVs are set at the same pressure and the pressure regulators are close in elevation to each other. In addition, if the pressure regulators are set to close together or the customer's is set higher than the utilities then the customer could experience low pressure issues (example: customer's set at 70 psi and Clay Roane PSD's set at 50 psi).

Most household pressure regulators is preset at 50 psi and this setting is usually fine.

Pressure regulators CAN and DO go bad, noticeable by sudden fluctuation in pressure or complete loss of water. It is recommended to change them every 5 to 10 years.

Clay Roane PSD has a wide variety of pressures in our water supply because of all the variations in terrain and in the customer's proximity to storage tanks.

NEW CUSTOMER ACCOUNTS INFORMATION HANDOUT

1. All new customers will be required to fill out a written request for service and each adult living at residences will be required to sign the application and provide a valid photo ID. We reserve the right to ask you to provide us with the names and ages of every person in the household. No one under the age of 18 years old will be allowed to open a new account.
2. All new accounts will require a \$75.00 security deposit.
3. Clay Roane Public Service reserves the right to deny water service if you or any household member owes an outstanding debt to this District, until the outstanding balance has been paid in full.
4. Each customer will receive a water bill on or about the 25th of each month with a due date of the 15th of the following month. If your bill is not paid by the due date, on or about the 16th of each month, a penalty of 10% of your current bill will be charged to your account.
5. After penalties have been charged for past due bills, you may receive a termination notice on your account. This will provide you with 10 days to pay your past due water bill. If you receive a termination notice, the amount stated on the notice must be paid in full prior to the **due date** indicated on the notice or you may enter into a deferred payment plan prior to the termination date. We will no longer give extensions past the termination date. To enter the deferred payment plan, you must visit our office and fill out the required paperwork and pay at least 50% of the termination amount to keep your water service active. If your service is terminated, your meter will be locked until payment is received in full.
6. To reinstate services, you will be required to pay the full termination amount plus an additional \$20.00 reconnection fee and a new deposit of \$75.00, unless you still have a current deposit on file.
7. If you have entered into a deferred payment plan agreement you will be required to pay your payment plan amount plus the current charges on time every month until the past due amount is paid in full. The above deferred payment plan will only be offered to a customer no more than 1 time per fiscal year. If payment is not received on time, your agreement will become null and void, and your water service will be terminated immediately. To reinstate services, you will be required to pay the total balance due plus a \$20.00 reconnection fee and a new deposit amount of \$75.00, unless you have a current deposit on file.
8. There will be a \$25.00 service fee for all returned checks. Clay Roane PSD reserves the right to refuse any other personal checks from you for the next twelve months. You will be required to pay with a money order, cashier's check, or cash.
9. We require safe and visible access to meters, service connections, other property owned by the utility and right of way. Customers may not cover, surround, build on, or block access to any Clay Roane PSD property. In such an event, the customer may face legal action and be liable for all fees and costs.
10. All damage done by customer to any Clay Roane PSD meters, locks, meter lids, service connections, or any other property owned by the utility, Customer shall be charged total replacement costs. Do not mow over the meter lids, there is a touch read pad on top and you could cut it off. You will be responsible for all costs.
11. If you are moving or a renting tenant, your security deposit will not be refunded until the account balance has been paid in full and the account be closed out by filling out the Request for Disconnection Form. If you do not notify us to disconnect your account, you will continue to be liable for all water and billing charges, even if someone else moves into that residence.