

LONG SERVICE LINE AGREEMENT
Clay Battelle Public Service District

This CONTRACT and AGREEMENT made and entered into this _____ day of _____, _____, by and between Clay Battelle PSD hereinafter referred to as the “DISTRICT” party of the first part and _____, hereinafter sometimes referred to as the “APPLICANT”, party of the second part,

WITNESSETH

THAT WHEREAS, the APPLICANT is the owner of a certain lot or parcel of land situated on _____, West Virginia, on which he/she currently owns a residence or proposes to locate one thereon and has applied to the DISTRICT for water service to be furnished to said property, and

WHEREAS, APPLICANT has expressed a willingness and desire to construct his/her own privately-owned long service line to the DISTRICT’S existing water main located on _____, to a point on said main to be determined by the APPLICANT, subject to the DISTRICT’S approval, and

WHEREAS APPLICANT is familiar with Rule 7.4 (was 5.4) of the West Virginia Public Service Commission’s “Rules and Regulations for the Government of Water Utilities” and is willing to be governed thereby in the event that the DISTRICT’S mains should at a later time be extended to APPLICANT’S property line under Rule 7.5 of said Commission’s same Rules.

NOW, THEREFORE, in consideration of the premises, it is agreed by and between the parties hereto that the APPLICANT will construct his/her own individually-owned and individually-maintained long service line in accordance with Rule 5.4, from this property to a point to be selected by the APPLICANT on the DISTRICT’S main, on _____, subject to the DISTRICT’S approval, and that the DISTRICT will provide the APPLICANT with water service at that point.

By mutual agreement of all parties concerned, the DISTRICT hereby agrees to enter into this long service line agreement with the following provisions:

WHEREAS, APPLICANT agrees to include in the deed of conveyance of _____, if and when sold, a

requirement that the DISTRICT'S Long Service Line Agreement shall be executed by the new owner of said property

WHEREAS

it shall be the APPLICANT'S responsibility to comply with the West Virginia Bureau of Public Health's Cross-Connection Regulations.

That the APPLICANT agrees to, and has paid, the DISTRICT'S tap-on or connection fee of \$_____. APPLICANT further agrees to, and has paid, a security deposit of \$_____, as required by West Virginia Code 16-13A-9, the same of which is to be refunded, with interest, after one year of prompt payments-provided the APPLICANT is the property owner.

That the DISTRICT'S responsibilities shall end at the meter (located at the end of the existing line) and the APPLICANT agrees to hold the DISTRICT blameless and not responsible for any damages that might be incurred due to the absence of an adequate water supply and/or pressure at any time and also in the event of excess water pressure (above 135psi).

The APPLICANT shall be responsible for installing and maintaining in good working condition a check valve at the service end of the meter, to insure against contamination from a backflow of stored water in the event of a supply failure.

That no other service lines shall be connected to the line designated for this property owner as any such lines will be considered an illegal cross-connection and subject to water service termination.

WITNESS the following signatures the day and year first above written.

Clay Battelle PSD
Board of Director Member

Customers/
Property Owners
