

NO.

SEWER USERS AGREEMENT

This agreement entered into between the Buchanan County Public Service Authority, a nonprofit corporation, hereinafter called the "Authority", and _____, member(s), hereinafter called "Member."

WITNESSETH

Whereas, the Member desires to purchase sewer service from the Authority and enter into a sewer users agreement as required by the Bylaws of the Authority.

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 Authority 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 _____ as Member desire in connection with Member's occupancy of the following property located in _____ County, more particularly shown on sheet _____ of those certain plats entitled _____, Sewer Distribution Development.

The Member agrees to grant to the Authority, 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, replace, and remove sewer pipelines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the Member for the purpose of ingress to and egress from the above described lands. maintain at his own expense a service line which shall begin at the lateral and extend to the dwelling or place of use. The service line shall connect with the distribution system of the Authority at the nearest place of desired use by the Member, provided the Authority has determined in advance that the system is of sufficient capacity to permit discharge of sewer at that point.

The Member agrees to comply with and be bound by the Articles, Bylaws, and Rules and Regulations of the Authority, now in force, or as hereafter duly and legally supplemented, amended or changed. The Member also agrees to pay for sewer at such rates, time and place as shall be determined by the Authority and agrees to the imposition of such penalties for noncompliance as are now set out in the Authority's Bylaws and Rules and Regulations, or which may be hereafter adopted and imposed by the Authority.

The Member agrees to pay a connection fee of \$ _____ as follows:

1. Pay the full amount prior to installation of the connection; (\$750.00) or, (commercial customers will have different rate)

2. Pay Two-hundred dollars (\$250.00) prior to installation of the connection, with the remaining balance of Five Hundred Dollars (\$500.00) payable at the rate of \$62.50 per month for 8 consecutive months in addition to the normal billing for water/sewer usage.

The Authority shall hold the connection fee in the event service to the Member is terminated, voluntarily by the member, or by the Authority for cause.

The Authority shall have final authorization in any question of location of any sewer service line connection to its collection system; shall determine the allocation of sewer service to Members in the event of a sewer capacity limitations; and may shut off sewer service to a Member who allows a connection or extension to be made of his sewer service line for the purpose of supplying sewer to another user. In the event the total sewer capacity shall be insufficient to meet all of the needs of the Members, or in the event there is a limitation of sewer capacity, the Authority may prorate the sewer service among the various Members on such basis as is deemed equitable by the Public Service Authority.

The Member agrees that no other present or future source of sewer will be connected to any sewer lines served by the Authority's sewer system and will disconnect from his present sewer supply prior to connecting to and switching to the Authority's sewer system and shall eliminate their present or future cross-connections in his system.

The Member shall connect his service lines to the Authority's sewer collection system and shall commence to discharge sewer from the system on the date the sewer service is made available to the Member by the Authority. Sewer charges to the Member shall commence on the date service is made available, regardless of whether the Member connects to the system.

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

1. Bills for continuing sewer service shall be due monthly (as indicated on the monthly statements). A penalty of ten percent (10%) of the amount billed shall be charged, if bills are not paid by due date shown on the monthly statement.
2. Nonpayment within thirty (30) days from the due date will result in the sewer service being shut off from the customer's property.
3. In the event it becomes necessary for the Authority to shut off the sewer from a member's property, total outstanding balance, in addition to a re-connect fee will be required to reinstate service.

IN WITNESS WHERE OF, we have executed this agreement this _____ day of _____, 20____.

SEAL:

BUCHANAN COUNTY PSA

Signature

Address

ATTEST:
