

# Tuckasegee Water & Sewer Authority

## Water and/or Sewer Contract

*Tuckasegee Water & Sewer Authority is an equal opportunity provider and employer*

It is the policy of the AUTHORITY to require that the applicant seeking service be the responsible party residing at the service address. Anyone seeking service who is acting on the applicant's behalf may be required by the AUTHORITY to provide the applicant's written verification as well as applicant's identification papers, as required below.

Whenever an application is made for service and the AUTHORITY has knowledge of a dispute as to the ownership of the right of occupancy at the service address, and one or more of the claimant's attempts to prevent such service being furnished, the AUTHORITY reserves the right to adopt either one of the following two courses:

- a) Treat the applicant in actual possession of the premises at the service address as being entitled to such service, notwithstanding the rights or claims of other persons;
- b) Withhold service pending a judicial or other settlement of the rights of the various claimants. THIS AGREEMENT entered into by and between Tuckasegee Water & Sewer Authority, hereinafter referred to as the "AUTHORITY," and the applicant, hereinafter referred to as "CUSTOMER"

RESIDENTIAL \_\_\_\_\_ COMMERCIAL \_\_\_\_\_ ACCOUNT # \_\_\_\_\_

Full Legal Name(s): \_\_\_\_\_

Street/911 Address (for service): \_\_\_\_\_

Billing Address (if different): \_\_\_\_\_

Driver License No(s): \_\_\_\_\_

Social Security No(s): \_\_\_\_\_ Federal Identification Number: \_\_\_\_\_

Phone No. of Service Address: ( ) \_\_\_\_\_ Phone No. of Billing Address (if different): ( ) \_\_\_\_\_

Work/Day Phone No.: ( ) \_\_\_\_\_ Emergency Phone No. of Relative NOT at Service Address ( ) \_\_\_\_\_

Applicant is: \_\_\_\_\_ Owner \_\_\_\_\_ Renter \_\_\_\_\_ Landlord \_\_\_\_\_

Landlord's Address: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_

Service Type: \_\_\_\_\_ Single Family \_\_\_\_\_ Multi-family \_\_\_\_\_ Home-based business \_\_\_\_\_ Other \_\_\_\_\_

Location Number: \_\_\_\_\_ EFFECTIVE DATE: \_\_\_\_\_

Is there any medical reason that service cannot be interrupted? (Yes) \_\_\_\_\_ (No) \_\_\_\_\_

(Written verification from a medical doctor is required before meter can be labeled as non-cut-off. The water bill is still required to be paid in full, but notification will be made prior to disconnect.)

***The meters will be read between 1<sup>st</sup> and the 25<sup>th</sup> of each month. Bills will be mailed to customers by the last day of the month. Bills can be paid without penalty thru the 25<sup>th</sup> of each month; on the 26<sup>th</sup> a \$10.00 or 5% (whichever is greater) penalty will be added to the bill. Accounts not paid by the 25<sup>th</sup> of each month will be subject to be discontinued (cutoff) and a fee of \$75 will be charged for reconnection.***

TWSA Employee Taking Application: \_\_\_\_\_ Deposit: Check # \_\_\_\_\_ Cash \_\_\_\_\_ CC \_\_\_\_\_ DC \_\_\_\_\_

Date Deposit Entered: \_\_\_\_\_ By \_\_\_\_\_

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CHARGES, the AUTHORITY agrees to furnish service to the service address listed herein, and the CUSTOMER agrees In consideration of payment by the CUSTOMER of certain fees detailed in the SCHEDULE OF RATES AND to purchase services from the AUTHORITY, subject to the terms and conditions herein set forth.

- 1) The obligations of this contract shall be binding upon the executors, administrators and estate of the original parties, provided that no application, service agreement or service contract may be assigned or transferred without the written consent of the AUTHORITY.
- 2) It is agreed that if CUSTOMER sells, subdivides or leases the property herein described, CUSTOMER will notify the AUTHORITY in order that it may execute a new contract with the successor CUSTOMER.
- 3) It is understood and agreed that every condition of this contract is of the essence of the contract, and if breached, the AUTHORITY may cut off one or all of its services to the service address and may not be reconnected except by order of the AUTHORITY, after the payment of all rates and charges have been made by the CUSTOMER.
- 4) Services provided by the Authority shall be supplied only to the applicant at the address named in this contract. **CUSTOMER shall not connect any other dwelling or property to his service.**
- 5) The meter and related appurtenances serving the CUSTOMER'S service address shall remain the property of the AUTHORITY.
- 6) The AUTHORITY or its agents reserve the right to make inspections of the service installation within the CUSTOMER'S premises upon reasonable notice and at reasonable time. The AUTHORITY assumes no liability operation or maintenance of the CUSTOMER'S plumbing.
- 7) The CUSTOMER agrees to keep the property at the service address accessible and free from impediments included but not limited to: **not to be fenced-in, clear of trees, bushes, shrubs, structures, vehicles and equipment** to AUTHORITY access, maintenance and meter reading. Upon notification from the AUTHORITY, the CUSTOMER agrees to remove any impediments to AUTHORITY access. If such impediments are not removed within such reasonable time as requested by the AUTHORITY, service will be disconnected. Service shall be reinstated after any impediments are removed and all bills, reconnection fees and other such fees are paid by the CUSTOMER.
- 8) The AUTHORITY shall have the right to restrict, control or discontinue service at any time during emergencies or repairs. The AUTHORITY shall not be liable for failure to furnish service for any reason beyond its control or for any loss, injury or damage to persons, plumbing or property resulting from such service curtailment or discontinuance.
- 9) The AUTHORITY makes no guarantees, expressed or implied, as to service quality, quantity, pressure, consistency or continuity.
- 10) The AUTHORITY shall, at its discretion, specify how and what uses may be made of service provided to CUSTOMER. If the CUSTOMER fails to comply with the uses so specified, service shall be discontinued.
- 11) All pressure regulators, valves, service lines, backflow preventers, and other devices located on the CUSTOMER'S side of the meter are the responsibility of the CUSTOMER. No pump may be installed on potable water lines without the written permission of the AUTHORITY.
- 12) CUSTOMER agrees not to allow any cross-connection between AUTHORITY service and a private well or spring or any other connection, either inside or outside of any building, in such manner that a flow of water from such connection may potentially be introduced into AUTHORITY service lines.
- 13) All requests for disconnection of service should be made either in writing or in person if possible. The AUTHORITY will make every effort to respond within a reasonable time.
- 14) If the applicant fails to connect to the system when service is available and a tap is made, the CUSTOMER will pay the minimum bill, not to be less than one year.
- 15) The CUSTOMER shall be responsible for installing and maintaining a pressure regulator device and cutoff valve on their line.
- 16) If the AUTHORITY discontinues service for non-payment or any other reason and the service is turned on without authority of the AUTHORITY, the AUTHORITY shall charge a reconnection fee and penalty charge according to its Rates and Fees Schedule.
- 17) The CUSTOMER agrees that in the event any Authority property is damaged, destroyed or tampered with by the fault of the CUSTOMER, it shall be repaired or replaced at the CUSTOMER'S expense and shall be subject to the fees and charges set forth in the AUTHORITY'S "Theft & Tampering Policy."
- 18) The AUTHORITY shall have the right to estimate or prorate any bill when conditions beyond the control of the AUTHORITY prevent the normal billing procedure.

- 19) If the CUSTOMER after signing this CONTRACT does not take the service for any reason, the CUSTOMER shall reimburse the AUTHORITY for any expenses incurred.
- 20) The receipt by the AUTHORITY of the application for service of the prospective CUSTOMER, regardless of whether or not accompanied by payment of fees, shall not obligate the AUTHORITY to render such service. If the service cannot be supplied in accordance with the AUTHORITY'S policies, rules, regulations and general practice or those of any state or federal agency with oversight regarding service, the liability of the AUTHORITY to the applicant for such service shall be limited to the return of any fees paid to the AUTHORITY by such applicant.
- 21) CUSTOMER agrees that this document is only an application for service and shall not be effective as a CONTRACT until approved by an official of the AUTHORITY. If the service in the opinion of the AUTHORITY cannot be supplied, the liability of the AUTHORITY to the CUSTOMER shall be limited to the return of any fees, less any project development costs as incurred by the AUTHORITY.
- 22) As a condition of service, the property owner shall provide at no cost a suitable place for the installation of the meter and related equipment. If for any reason a CUSTOMER wishes to have their meter relocated (any time after the initial installation) the CUSTOMER must pay all cost incurred for the relocation. If the AUTHORITY at any time determined that the CUSTOMER has altered the area where the meter was initially installed, and this area is no longer a suitable location as determined by the AUTHORITY the customer must pay all, cost incurred by the AUTHORITY to relocate the meter.
- 23) The utility bills for services monthly and bills are mailed in bulk at the US Post Office. The AUTHORITY cannot guarantee the delivery of its bills. Failure to receive a bill does not relieve the CUSTOMER of the responsibility of paying the bill.
- 24) If the AUTHORITY damages any underground facilities the CUSTOMER cannot locate, the CUSTOMER will be responsible for all repairs.
- 25) **Outstanding Account Balances:** Any person requesting utility service who has an outstanding TWSA account balance incurred for service previously supplied at the location for which utility service is sought or at any other location served by the Authority, or previously had an unpaid TWSA account balance for service previously supplied at the location for which utility service is sought or at any other location served by the Authority that was charged off by the Authority will be required to pay this amount, in addition to the deposit, if required, as part of the process to establish a new account. The Authority also reserves the right to add outstanding bills, including written-off amounts owed by the customer to the current account, in the event of such discovery after the initial fees are collected.

**\*By my signature, I obligate myself to obey all rules and regulations of the utility and pay for all utility service at the service address in accordance with the prevailing rate schedule set by the Board of Directors. In the event of non-payment or unauthorized partial payment, I agree that the AUTHORITY may terminate service and that all unpaid bills are immediately payable by me, including all costs of collection and attorney fees. It is further understood that the AUTHORITY has the right and shall continue to have the right to make, amend and enforce any policies, regulations or by-laws that may be necessary or proper regarding any AUTHORITY matter. The CUSTOMER agrees to abide by such policies, regulations or by-laws.**

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

SEE PAGE 4 FOR CROSS CONNECTION CONTROL DISCLOSURE

AND

EQUAL OPORTUNITY PROVIDER AND EMPLOYER DISCLOSURE

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**CROSS CONNECTION**  
**Thermal-Expansion Statement**

Thermal Expansion – the Authority has installed a one-way check valve at your meter service. This has been done to prevent the backflow of water from your home into the public’s water supply. Under certain conditions the backflow of your home’s water could possibly contaminate the public water supply.

When water is heated it expands, the check valve at the meter has closed your water system, in some cases this may contribute to a condition known as Thermal Expansion. All household plumbing has a certain amount of Thermal Expansion, but in some cases the household plumbing may have excess Thermal Expansion. You may have this condition if your faucets drip intermittently or if the Test & Pressure valve on your water heater drips intermittently. Excess Thermal Expansion can easily be cured; your local plumber will be able to advise you on what needs to be done. If you need more information on Thermal Expansion you can contact us at Tuckasegee Water & Sewer Authority at 828-586-5189. The Authority is responsible for clean and safe drinking water to all of its customers. The prevention of possible backflow of water into the system is just one more step the Authority has taken to insure clean and safe water for all.

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***TUCKASEEGEE WATER & SEWER AUTHORITY IS AN EQUAL OPPORTUNITY PROVIDER & EMPLOYER***

*If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html) or at any USDA Office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by Fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov)*