



WATER/SEWER SERVICE APPLICATION

PLEASE PRINT INFORMATION

EFFECTIVE DATE _____

DATE OF BIRTH _____

NAME _____ DL# _____
(Please provide copy)

SERVICE ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

PHONE HOME _____ CELL _____ WORK _____

EMAIL ADDRESS: _____

MAILING ADDRESS _____

CHECK ONE: OWN _____ RENT _____

IF RENTING SUPPLY OWNER'S INFO:

NAME _____ PHONE # _____

TYPE OF BUILDING RECEIVING SERVICE

RESIDENTIAL _____ COMMERCIAL _____ INDUSTRIAL _____

**STATE AND LOCAL LAWS PROHIBIT TAMPERING WITH METERS
FINE WILL BE \$100.00**

APPLICANT'S SIGNATURE: _____ DATE _____

STATE OF NORTH CAROLINA

TOWN OF VALDESE, BURKE COUNTY

WATER USER AGREEMENT

THIS WATER USER AGREEMENT made and entered into between the Town of Valdese (the Town) and _____, user of the Town's water supply system (the User);

WITNESSETH:

WHEREAS, the User desires to purchase water from the Town and to enter into a Water User Agreement as required by the Town;

NOW, THEREFORE, in consideration of the mutual covenants, promises and regulations and those hereinafter provided, it is understood and agreed as follows:

1. The Town shall furnish, subject to such limitations hereinafter provided and the Town's Rules and Regulations now in force or hereafter amended, such quantity of water as the User may desire in connection with the User's occupancy of the following described property:

2. The User shall grant to the Town, 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 and inspect, repair, maintain, replace, and remove water pipe lines and appurtenant facilities together with the right of ingress and egress over adjacent lands for the purpose mentioned above.

3. The User shall install and maintain at his/her own expense a service line which shall begin at the water meter and extend to the dwelling or place of use. The Town shall have final authority in determining the location of a service line connection to its public water system. The service line shall typically connect with the Town's public water supply system at the nearest point of use by the User, provided the Town has determined in advance that the system is of sufficient capacity to permit delivery of water at that point.

4. The User shall pay for water at such rates, time, and place as may be determined by the Town, and User agrees to the imposition of penalties for non-compliance as are now set forth in the Town's Rules and Regulations, or which may hereafter be adopted and imposed by the Town. The Town shall determine the allocation of water to User in the event of water shortage, and the Town may shutoff water to a User who allows a connection or extension to be made to his service line for the purpose of supplying water to another. In the event the total water supply shall be insufficient to meet all needs of the User, or in the even there is a shortage, the Town may pro rate the water available among the various Users on such basis as it deems equitable.

5. The User shall be billed monthly by mail and shall pay for availability of water service and usage. The User understands and agrees that the Town shall not be liable for the delivery of the mail through the United States Postal Service. **If the User does not receive his or her billing statement within a reasonable period of time, it shall be the responsibility of the User to contact the Town to obtain another copy of the User's billing statement or to acquire the account balance due to the Town.** NO SECOND NOTICES will be mailed. Under the Town's current policy, statements are mailed on or about the last day of each month and bills are due by the 15th of the month. THE TOWN MAY DISCONNECT SERVICE TO ANY CUSTOMER WHOSE ACCOUNT REMAINS DELINQUENT FOR MORE THAN TEN (10) DAYS.

6. The User shall not tamper with the Town's metering equipment nor shall the User turn the stopcock installed in the meter box. User acknowledges that under G.S. §14-151.1 it shall be unlawful for any unauthorized person to alter, tamper with, or bypass a meter which has been installed for the purpose of measuring the use of water or to knowingly use water passing through any such tampered meter or use water bypassing a meter provided by a water supplier for the purpose of measuring and registering the quantity of water consumed. Any person violating any of the provisions of that statute shall be guilty of a Class 1 misdemeanor and whoever is found in a civil action to have violated any provision of that statute shall be liable to the water supplier in triple the amount of losses and damages sustained or \$500 whichever is greater. Meter tampering will also subject the User to fines as established from time to time by the Town

IN WITNESS WHEREOF, we have executed this Water User Agreement, this _____ day of _____, 20____.

USER:

Printed Name: _____