

NPCW&W

Northern Perry County Water & Wastewater
130 S. Main Street • Post Office Box 800 • New Lexington, Ohio 43764
Phone (740) 342-1065 • Fax (740) 342-5530
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Kelly Green, Operations/Supervisor

WASTEWATER APPLICATION

You, the undersigned Applicant(s)/Property Owner(s)/Customer/You, represent that:

1. You are the owner(s) of the property as indicated below in the Service Address;
2. You desire to utilize the wastewater system and services from the Northern Perry County Water and Wastewater District, hereinafter 'NPCWW';
3. You voluntarily agree to enter the attached Contract with NPCWW which defines the terms and conditions regarding your wastewater usage and the wastewater services provided by NPCWW;
4. You agree to abide by and be bound to the Rules & Regulations as established by NPCWW from time to time. (Copies of the Rules and Regulations are available upon request from NPCWW).
5. If You plan to keep your existing water source, or have a sprinkler system on your property or otherwise use water that does not discharge into the wastewater collection system, You will indicate as appropriate in the space below on this Application: and,
6. If You indicated "yes" below, You may purchase a meter that separately meters your inside versus outside water usage; otherwise, You will be charged the same amount for your wastewater as your total water consumption.

UNDER PENALTY OF LAW, I/WE, THE UNDERSIGNED PROPERTY OWNER(S), UNDERSTAND THAT I/WE MUST FURNISH THE INFORMATION ABOVE TO NPCWW AS REQUIRED BY THEN CURRENT LAWS AND REGULATIONS ESTABLISHED BY THE EPA BACKFLOW PREVENTION PROGRAM.

Please print legibly. Thank you.

Applicant(s)/Property Owner(s)/Customer/You: _____

Signature

Date application signed: _____

Printed name

Property Owner's Service Address: _____

City: _____ Ohio Zip Code: _____

Property Owner's Billing Address: _____

City: _____ Ohio Zip Code: _____

Telephone: _____ Email Address: _____

_____ Yes (I/We desire to purchase, install and maintain a separate water meter at our expense for water that does not discharge into the wastewater collection system).

_____ No (No, I/We do NOT desire to purchase, install and maintain a separate water meter at our expense for water that does not discharge into the wastewater collection system).

One of the boxes must be checked and this Application must be signed by the property owner(s) for NPCWW to process this Application. The attached Contract must also be signed by property owner(s).

NORTHERN PERRY COUNTY WATER & WASTEWATER CONTRACT FOR SANITARY SEWER SERVICE

For good and valuable consideration, this Contract is entered into between Northern Perry County Water & Wastewater, hereinafter "NPCWW", and the undersigned property owner(s) ("Customer" or "you") and both parties agree to the following terms and conditions:

- 1.0 You agree to purchase wastewater services from NPCWW and NPCWW agrees to furnish these services. Both parties are subject to the terms and conditions set forth in the Northern Perry County Wastewater System Rules and Regulations now in force, or as hereafter duly and legally supplemented, amended, or changed. Current copies are available upon request.
- 2.0 Upon your submission of a fully-completed signed application and your payment of the then-current wastewater tap-in fee, NPCWW agrees to process the application, sign, and return a copy of this contract to You.
- 3.0 You shall provide, install, and maintain at your expense a service line at a location on your property as approved by NPCWW. As a condition to NPCWW granting You tap-in rights and accepting this Contract, You agree to only connect one (1) wastewater tap-in per property.
- 4.0 NPCWW shall have final authority regarding location of any wastewater service line connection to its system. No tap-in is permitted unless the installation and connection meet the current requirements as established by NPCWW. You are responsible for the wastewater line from your dwelling to the main service pipeline of NPCWW.
- 5.0 Tampering with water company meters or equipment is illegal under Ohio Meter Tampering Law and there are penalties for violations if You interfere with a by-pass water meter or attachment to Impede or reduce correct registration of the meter because of tampering, reconnecting wastewater services that has been disconnected or shut off by NPCWW for non-payment or other reasons or if You knowingly discharge any water which has been unlawfully reconnected.
- 6.0 You agree to comply with all other federal and Ohio laws and regulations related to this Contract and services provided hereunder. Failure by You to strictly adhere to the federal, Ohio laws and/or regulations and/or NPCWW Rules and Regulations, will be an event of default for which your wastewater services may be terminated.
- 7.0 In the event that the wastewater service cannot be made available by NPCWW to You for good cause, the NPCWW shall have the right to terminate this Contract by delivering written notice to You at your billing address currently on file with NPCWW.
- 8.0 You agree to use the wastewater service only for permitted discharges as provided under federal and state laws and regulation and in compliance with the NPCWW Rules and Regulations and further acknowledge and agree that any non-permitted or hazardous material discharge into the wastewater system or process may be grounds for discontinuation of your wastewater service and You may be subject to prosecution as permitted by law, including indemnification of NPCWW for any and all damages caused by any unlawful or non-permitted discharge.
- 9.0 You agree to pay for wastewater at such rates, times and places as shall be determined by NPCWW. Your payment responsibilities for wastewater service begin upon date of tap-in.
- 10.0 You acknowledge that wastewater rates may be raised from time to time as shall be determined by NPCWW without a separate written notice to You but as reflected on the then-current water/wastewater bill invoice one month prior to the effective date of the increase.
- 11.0 You agree to pay late fees should You fail to timely and promptly pay your wastewater bill as of the date stipulated on the invoice (Due Date), and You also agree to pay other late fees for noncompliance in accordance with the then-current NPCWW Rules and Regulations.
- 12.0 Unless there is an emergency situation that could create a health and safety situation, if You fail to comply with the then-current NPCWW Rules and Regulations or breach a term or condition of this Contract, the time period to cure the default is ten (10) days- However, in the event of an emergency situation, You must take immediate steps (within 24 hours) to cure the default to avoid having your water connection shut off
- 13.0 In the event You fail to timely cure the defaults, NPCWW will send a written notice to your billing address notifying You of the termination which notice shall be deemed received on the date of actual receipt or when delivery is refused or unavailable due to an unnoticed change of address.
- 14.0 All questions concerning the validity or meaning of this Contract shall be construed and resolved under the laws of the state of Ohio and venue shall be the courts located in Perry County.
- 15.0 If a provision of this Contract is invalid or unenforceable, the remainder of this Contract shall be valid and enforceable to the fullest extent permitted by law.
- 16.0 Failure by either party to insist upon strict compliance of any term of this Contract to enforce any right or to seek any remedy upon default of the other, shall not affect, nor constitute a waiver of the first party's right to insist upon strict compliance, enforce that right or seek that remedy with respects to default of this Contract.
- 17.0 This contract may not be assigned by You to another property owner without the prior written consent of NPCWW and any such attempted assignment without the prior written consent of NPCWW is null and void.
- 18.0 This Contract shall be binding upon, enure to the benefit of and be enforceable by and against the representatives, successors, and assigns of each party to this Contract.

**NORTHERN PERRY COUNTY WATER & WASTEWATER
CONTRACT FOR SANITARY SEWER SERVICE**

Signature: _____ Date signed: _____
Printed name: _____

If property is jointly owned: signature of joint owner required

Signature: _____ Date signed: _____
Printed name: _____

Property Address: _____

Billing Address: _____

Telephone Number: _____

Township property is located in: _____

County property is located in: _____

FOR OFFICE USE ONLY

Signature by: _____ Effective Date: _____

Printed name: _____ Title: _____

Meter size: _____ Meter location: _____

Meter location: _____

Paid with: Check # _____ Money order# _____ Cash \$ _____

Backflow service: Yes No

Number of taps purchased: _____ Installation Date: _____ Service Date: _____

Easement: _____ Deed Book: _____ Page #: _____

Transferred to: _____