

# 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**  
**e-mail: npcw@perrycountyohio.net**  
**Kelly Green, Operations/Supervisor**

## WATER APPLICATION

You, the undersigned Applicant(s) [Property Owner(s)] represent that:

1. You are the owner(s) of the property as indicated below in the Service Address;
2. You desire to purchase water 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 water usage and the water 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 & 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, You will indicate as appropriate in the space below on this Application; and,
6. If You indicated "yes" below, You agree to comply with the then-current requirements established by Ohio EPA Back-flow Prevention Programs.

**Please-print legibly. Thank you.**

Applicant(s) [Property Owner(s)/Customer/You: \_\_\_\_\_

Property Owner's Service Address: \_\_\_\_\_

City: \_\_\_\_\_ Ohio Zip Code: \_\_\_\_\_

Property Owner's Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ Ohio Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Currently, Ohio law and the regulations established pursuant thereto for the Ohio Environmental Protection Agency, hereinafter "EPA", Back-flow Prevention Program requires Property Owner(s) to provide their water service provider information about whether the owner(s) have another existing water source and/or sprinkler system on the owner(s) property. If the property owner(s) do have another existing water source on their property, the property owner(s) are:

1. obligated to purchase, install and maintain a back-flow device in accordance with the regulations established by Ohio EPA on their property;
2. have this back-flow device tested every twelve (12) months by an Ohio licensed back-flow prevention tester, AND;
3. forward a copy of the test results to their current water service provider within three (3) days after the test results have been given to the property owner(s) so that NPCWW can forward their results within the ten (10) day time frame to Ohio EPA as required by law and regulation.

ACCORDINGLY, I/WE REPRESENT THAT I/WE PLAN TO KEEP MY/OUR EXISTING WATER SOURCE(S) AND/OR HAVE A SPRINKLER SYSTEM ON MY/OUR PROPERTY.

\_\_\_\_\_ No (No further action is required with respect to the Back-flow program).

\_\_\_\_\_ Yes (I/We desire to keep another water source available on my/our property and agree that I/We must purchase, install and maintain a proper back-flow device, have such device installed in compliance with Ohio EPA laws and will provide NPCWW with the back-flow test results every twelve (12) months from a licensed back-flow prevention tester within three (3) days after the test results have been given to me as required without notice or demand. Should the existing water source statement that requires the back-flow test be disconnected, I/We shall submit a signed statement to this effect and forward this to NPCWW within seven (7) days after the water source was disconnected).

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 BACK-FLOW PREVENTION PROGRAM.

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

\_\_\_\_\_  
Signature

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

***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 the property owner(s).***

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**FOR OFFICE USE ONLY**

Date received from customer: \_\_\_\_\_

Amount received for tap: \$ \_\_\_\_\_ Number of taps purchased: \_\_\_\_\_

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

Meter size: \_\_\_\_\_ Meter location: \_\_\_\_\_

Meter number: \_\_\_\_\_ Remote meter number: \_\_\_\_\_

Customer account number: \_\_\_\_\_ Installation date of tap: \_\_\_\_\_

Signature by: \_\_\_\_\_ Title: \_\_\_\_\_

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## CONTRACT FOR COUNTY WATER

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

- 1.0 **Purchase:** You agree to purchase water from NPCWW and subject to the terms and conditions of this Contract and the Rules and Regulations of NPCWW in effort from time to time, NPCWW agrees to furnish such quantity of water as you may desire with your occupancy of the property indicated by your Service Address. (Copies of the Rules and Regulations are available on request).
- 1.1 Upon your submission of a fully complete signed application (including the back-flow required disclosure and obligations set forth on the Application and your payment of the water tap-in fees), NPCWW agrees to process your Application, sign and return a copy of this Contract to You and schedule an appointment with You to provide a tap-in to your property.
- 1.2 Your Contract is effective upon execution by NPCWW.
- 2.0 **Water Tap-In:** NPCWW shall provide, install, and maintain at your expense a water meter, regulator (if required) and meter pit at a location on your property as agreed upon by You and NPCWW for NPCWW to use to meter your water usage. As a condition to NPCWW granting You tap-in rights, and accepting this Application, You agree (a) to have no other preset or future sources of water connected to any of your waterlines served by NPCWW's waterlines; (b) to disconnect from your present water supply prior to connecting to and switching to NPCWW's system; (c) to eliminate any present or future cross-connections in your system prior to tap-in by NPCWW; and following tap-in; and (d) to permit NPCWW to inspect waterlines in your dwelling and elsewhere on your property to ensure that there are NO CROSS CONNECTIONS.
- 2.1 NPCWW shall have final authority regarding location of any waterline connection to is water distribution system but generally, the waterline shall begin at the outlet side of the meter and extend to the dwelling or your place of use.
- 2.2 You bargain, sell and grant to NPCWW, its successors and assigns, a perpetual easement on, over, under and upon the land indicated by the Service Address with right to install, erect, construct, lay and thereafter use, operate and inspect, repair, maintain, replace, and remove water meter and/or pipelines and appurtenant facilities, together with the right to ingress and egress over adjacent land for the waterline and the meter installed on your property to the main distribution waterline of NPCWW at your expense. You shall install and maintain at your expense a waterline, which shall begin at the meter and extend to dwelling of place of use. The waterline shall connect with the distribution system of NPCWW at the nearest place desired use by You, provided NPCWW has determined in advance that the system is of sufficient capacity, to permit delivery of water at that point. NPCWW shall have final jurisdiction in any question of location of any waterline connection to its distribution system.
- 2.3 You agree to pay your nonrefundable water tap-in fee in the amount established by NPCWW from time to time concurrently with the submission of the application and the Contract that You have executed.

- 2.4 You acknowledge that NPCWW currently requires at least a thirty-six (36) hour notice (subject to change by NPCWW Rules and Regulations) prior to installation of water up-in, excluding weekends and holidays.
- 3.0 **Laws, Regulations, and Rules:** You agree to comply with the then-current EPA Back-flow Prevention Program Requirements and all other federal and Ohio laws and regulations related to this Contract and service provided hereunder.
- 3.1 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 water services that has been disconnected or shut off by your water company for non-payment or other reasons, or if You knowingly consume any water which has been unlawfully reconnected.
- 3.2 You agree to comply with and be bound by the Rules and Regulations of NPCWW, now in force, or as hereafter duly and legally supplemented, amended, or changed.
- 3.3 NPCWW shall determine the allocation of water to You and its other customers in the event of a water shortage or if the supply is insufficient to meet the demands of all of its customer for what ever reason that may include, but is not limited to the following: establishments of voluntary programs or rule(s) to prorate the water available among its various customers on such basis as is deemed equitable by NPCWW, and NPCWW may also adopt regulations regarding usage from time to time that might include a schedule of hours, usage restrictions of water for garden, lawn, cars and other defined purposes by particular customers and/or classes of customers (residential versus commercial versus industrial versus farm).
- 3.4 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 water service may be terminated as provided below.
- 4.0 **Water Service:** NPCWW agrees to provide your water service upon the completion of the water tap-in.
- 4.1 In the event that water service cannot be made available by NPCWW to You for good cause, NPCWW shall have the right to terminate this Contract by delivering written notice to You at your Billing Address currently on file with NPCWW.
- 4.2 You cannot permit another connection or extension to be made to your waterline for the purpose of supplying water to another user.
- 5.0 **Payment:** You agree to pay for water at such rates, times and places as shall be determined by NPCWW. **Your payment responsibilities for water services begin upon date of tap-in.**
- 5.1 You acknowledge that water 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 bill invoice one month prior to the effective date of the increase.
- 5.2 You agree to pay late fees should You fail to timely and promptly pay your water bill as of the date stipulated on the invoice (Due Date) and also pay other fees for noncompliance in accordance with the then-current NPCWW Rules.
- 5.3 Failure by You to promptly and timely pay your water bill shall result in the automatic imposition of the following:
1. Non payment by due date will subject you to a ten percent (10%) late service fee of the delinquent amount.
  2. You will be required to pay a \$25.00 service fee to cover the costs of NPCWW for any returned check.
  3. Non payment within ten (10) days of the due date will result in the water being shut off from NPCWW to your property.
  4. In the event it becomes necessary for the NPCWW to shut off your water, the then-current reconnection fee as established by NPCWW and your entire account balance outstanding

must be paid in advance for NPCWW to reconnect water service to your property. The current reconnection fee is \$50.00 and all service fees must be paid in full in advance for water service to be reconnected to your property.

5. In the event service to You is terminated, either voluntarily by You, or by NPCWW because of breach of terms or conditions of this Contract, the water tap-in fee shall not be refunded.

6. If water is shut off after 4:00 p.m. on Friday, or a holiday, it will not be turned back on until the following scheduled workday defined to be Monday-Friday 8:00 a.m. to 4:00 p.m., excluding weekends and holidays.

6.0 **Termination of Water Service/Notice:** NPCWW may terminate your water service if You breach a term and condition of this Contract, after written notice to You and your failure to cure the default within the stated time frame as provided in this Contract.

6.1 The time period to cure the default is seven (7) days if You fail to comply with the then-current NPCWW Rules and Regulations or breach a term or condition of this Contract except in an emergency situation or water shortage situation, You must take immediate steps (within 24 hours) to cure the default to avoid having your water shut off.

6.2 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.

7.0 Miscellaneous:

1. Time is of the essence in performance of payment and obligations under this Contract.

2. 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.

3. If a provision of this Contract is invalid or unenforceable, the remainder of the Contract shall be valid and enforceable to the fullest extent permitted by law.

4. 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.

5. This Contract may not be assigned by You to another property owner without the prior written consent of NPCWW (which may not be unreasonably withheld) and any such attempted assignment without the prior written consent of NPCWW is null and void.

6. This Contract shall be binding upon, ensure to the benefit of and be enforceable by and against the representatives, successors, and assigns of each party to this Contract.

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

Signature: \_\_\_\_\_ Date signed: \_\_\_\_\_  
Printed name: \_\_\_\_\_

If property is jointly owned: signature of joint owner required

Signature: \_\_\_\_\_ Date signed: \_\_\_\_\_

Property Address: \_\_\_\_\_  
Billing Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_