

**SUBSCRIBER AGREEMENT
FOR WATER SERVICE**

THIS AGREEMENT is made this _____ day of _____, 2020,
by and between _____ (Subscriber(s)), whose
Mailing Address is: _____, and Service Address is:
_____ and the **MIDDLESEX WATER
AUTHORITY**, (the Authority), whose address is: P.O. Box 428 Saluda, Virginia 23149.

WITNESSETH:

WHEREAS, the Authority is exploring and studying the feasibility of providing public water to certain areas of Middlesex County; and

WHEREAS, Subscriber owns property in the area in which public water is being considered and identified on County Tax Map _____ as Parcel _____; and

WHEREAS, to enhance its opportunity to secure financing for the public water system, the Authority is trying to obtain commitments in advance for the public water service from property owners whose property could be served by the public water system; and

WHEREAS, Subscriber is interested in having public water available to its property and would agree to connect to the public water system at such time as the public water is available and is agreeable to committing at this time to the public water system; and

NOW THEREFORE and in consideration of the foregoing and other good and valuable consideration, it is agreed as follows:

1. If financially and feasibly determined to be in the best interest of the citizens of Middlesex County, which determination is solely in the discretion of the

Authority, the Authority agrees to continue to pursue a public water system to serve portions of Middlesex County.

2. If a public water system becomes available to the property of the Subscriber, Subscriber agrees to connect to the water system, paying all fees, and shall disconnect from all other sources of water.

3. It is expected, based on demand, that Subscriber will require a _____ inch meter size to serve its property.

4. Subscriber understands that the connection fee for its property is _____, and that a 10% deposit is required upon execution of this Agreement. Said deposit is non-refundable unless Authority is unable to provide public water to Subscriber, in which case the deposit will be refunded without interest.

5. Subscriber further acknowledges that the balance of the connection fee must be paid prior to Authority's installation of a water meter in the vault and turning on water to the approved connection.

6. The parties further agree that the Authority, if it decides in its sole discretion to provide water service to Subscriber, will install, at the Authority's expense, a water meter and vault, a cut off valve and a service line which begins at the water main line and extends to a location determined solely by the Authority. The Authority shall have the exclusive right to use such cut off valve and water meter.

7. Subscriber acknowledges that it will be Subscriber's responsibility to bring the water line from the dwelling or business to the Authority installed meter vault and that at all times, the meter shall remain the property of the Authority. The Subscriber further acknowledges that any newly constructed connecting lines will be completed after obtaining a plumbing permit from Middlesex County, and that any code required

backflow prevention device will be installed by the Subscriber and at the expense of the Subscriber.

8. Subscriber agrees that it shall be fully responsible for maintenance of the service line from the water meter to the business/dwelling, including installation of an approved back flow device if required by the Authority.

9. The Authority shall have final authority, in any question of location of any service line connection to its water main line; the Authority shall determine the allocation of water to Subscribers in the event of a water shortage; and the Authority may shut off water to a Subscriber who allows a connection or extension to be made of the Subscriber's service line for the purpose of supplying water to another user. In the event the total water supply shall be insufficient to meet all of the needs of the Subscribers, or in the event there is a shortage of water, the Authority may prorate the water available among the various Subscribers on such basis as is deemed equitable by the Authority, and may also prescribe a schedule of hours covering use of water for irrigation purposes by particular Subscribers and require adherence thereto or prohibit the use of water for irrigation purposes. It is further agreed that the Authority must first satisfy all of the needs of all Subscribers for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all Subscribers for both domestic and livestock purposes before supplying any water for irrigation purposes.

10. Subscriber shall grant the Authority, its successors and assigns, at no cost to Authority, a non-exclusive perpetual easement at a location determined solely by the Authority in, over, under and upon the property of Subscriber with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove water pipe lines and appurtenant facilities, together with the right to utilize

adjoining lands belonging to the Subscriber for the purpose of ingress to and egress from the property of the Subscriber described above. Subscriber and the Authority shall not interfere with Subscriber's reasonable use of the property, which use shall not unreasonably interfere with Authority's provision of water service to Subscriber.

11. Subscriber further acknowledges and agrees that in order to connect to the public water system, Subscriber must disconnect any existing system from all private wells or other water sources, other than the public water provided by Authority; and that once Subscriber connects to the public water system provided by Authority, Subscriber cannot ever disconnect from the public water system and resume the use of a water source other than that provided by Authority, except for non-potable uses. Subscriber shall eliminate all present or future cross connections in the Subscriber's system.

12. It is further agreed by Subscriber that in addition to the connection fee, Subscriber will be required to pay a monthly usage charge for its water use. Said fee will include a minimum charge per month, regardless of any water use or level of water use, and in addition, a charge will be assessed against Subscriber for additional usage beyond the minimum monthly allowance per an adopted schedule. Subscriber acknowledges that monthly user fees are subject to change and are controlled by the Authority.

13. Subscriber agrees to hold the Authority harmless from any interruptions in service and agrees that the Authority will not be responsible for any damages to the Subscriber by virtue of the Authority's failure to supply water (compensatory or punitive damages).

14. Upon default by Subscriber in the payment of the connection fee or in any of the provisions of this Agreement and/or should Authority bring any enforcement action to enforce the terms hereof against Subscriber, that Subscriber agrees to pay all

charges of enforcement, including, but not limited to, court costs and reasonable attorney's fees. Subscriber shall pay all charges assessed for water use or the Authority may terminate service and the Authority may record a lien against the property or any amounts due upon failure to pay all services when due.

15. This Agreement shall be binding on the heirs, successors or assigns of Subscriber and may be recorded among the land records of the Middlesex County Circuit Court. This Agreement shall run with the land of the Subscriber referenced herein and shall inure to the benefit of, and be binding upon, the heirs, executors, administrators, successors, successors in title and assigns of the parties hereto.

16. This Agreement is a legally binding document and shall be reviewed carefully before signing. All property owners must sign.

WITNESS the following signatures and seals on this _____ day of _____, 2020.

Subscriber 1 Signature

Subscriber 2 Signature

STATE OF _____

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____.

(Subscriber 1)

Notary Public

My commission expires: _____.

STATE OF _____

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____.

(Subscriber 2)

Notary Public

My commission expires: _____.

MIDDLESEX WATER AUTHORITY, VIRGINIA

BY: _____
MATTHEW L. WALKER, Executive Director

STATE OF VIRGINIA

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Matthew L. Walker, Executive Director, of and on behalf of the Middlesex Water Authority.

Notary Public

My commission expires: _____