

EARNHART HILL REGIONAL WATER & SEWER DISTRICT

2030 Stoneridge Dr.
PO Box 151
Circleville, Ohio 43113

WATER & SEWER USER AGREEMENT

This agreement, between the EARNHART HILL REGIONAL WATER & SEWER DISTRICT, hereinafter called the District, and _____, a user of the District hereinafter called the User;

WITNESSETH

WHEREAS, the User desired to purchase water from the District, and to enter into a Water & Sewer User's Agreement as required by the Bylaws of the District.

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, it is hereby understood and agreed:

The District shall furnish, subject to the limitations set out in the Rules and Regulations and Bylaws and those hereinafter provided for, such quantity of water as the user may desire in connection with his occupancy of the following described property:

Service Address: _____,

Mailing Address: _____,

The User hereby agrees to grant to the District, its successors or assigns, a twenty foot easement in, over, under, and upon the above described land with the right to erect, construct, install, lay, and thereafter use, operate and inspect, repair, maintain, replace and remove water and sanitary sewer pipelines and appurtenant facilities, together with the right of ingress and egress over adjacent land for the purpose mentioned above.

The User shall install and maintain, at their own expense, a service line which shall begin at the meter, if the meter is installed at the property line, or at the curb stop if the meter is installed in the dwelling, and extend to the dwelling or place of use. The service line shall connect with the distribution system of the District at the nearest place of desired use by the User, provided the District has determined in advance that the system is of sufficient capacity to permit delivery of water at that point.

The User shall install and maintain, at their own expense, a sewer service line which shall begin at the lateral provided by the District and extend to the dwelling or place of use. The service line shall connect with the collection system of the District at the nearest place of desired use by the User, provided the District has determined in advance that the system is of sufficient capacity to permit discharge of wastewater at that point.

The User agrees to comply with all rules and regulations of the District. The User agrees to pay for water and sanitary sewer service at such rates, time and place as shall be determined by the District and agrees to the penalties for non-compliance with the above as set out in the current Rules and Regulations. Facility charges to the User shall commence on the date the service is made available.

In addition to any connection fee established by the District, the User agrees to pay a service deposit in the amount of \$ _____. The service deposit shall be held and applied by the District to the account of the User, should service to the User be terminated either voluntarily or involuntarily. Should the account be fully paid at the time the service is terminated, the service deposit shall be refunded by the District within a reasonable time thereafter.

The District shall purchase and install a cutoff valve and a meter in each service. The District shall have exclusive right to use such cutoff valve and water meter.

The District shall have final jurisdiction in any question of location of any service line connecting to its distribution system; shall determine the allocation of water to Users in the event of a water shortage; and may shut off 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 user. In the event the total water supply shall be insufficient to meet all the needs to the Users, or in the event there is a shortage of water, the District may pro-rate the water available among the various Users on such basis as is deemed equitable by the governing Board, and may also prescribe a schedule of hours covering use of water for garden purposes by particular Users and require adherence thereto or prohibit the use of water for garden purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all of the Users, the District must first satisfy all of the needs of all Users for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all Users for both domestic and livestock purposes before supplying any water for garden purposes.

The User agrees to comply with the cross connection regulations of the Ohio E.P.A.(Chapter 3745-95 of the Ohio Administrative Code) that no auxiliary source of water will be connected to any waterlines served by the District's waterlines and will disconnect from their present water supply prior to connecting to and switching to the District's system. Premises having an auxiliary water system shall install an approved pressure reducing backflow prevention device at a location approved by the District.

The governing Board shall have the authority, in addition to all other rights and remedies, to terminate this agreement and, in such event, the User shall not be entitled to receive, nor the District obligated to supply, any water under this agreement. If the User thereafter pays all water and sewer charges in arrears and all penalties charged against them as provided in the District's Rules and Regulations, he shall then be entitled to a resumption of water and sewer services subject to all regulations of the District.

In the event the User shall breach this contract, or refuse or fail, without just cause, to pay minimum monthly water and sewer rate as established by the District, the User then agrees to pay the District a lump sum of Five Hundred (\$500.00) as liquidated damages. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that a breach by the User in either of the

respects set forth above would cause serious and substantial damages to the District; and it will be difficult, if not impossible, to prove the amount of such damages. The parties hereto have computed, estimated, and agreed upon said sum in an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the damages which will result.

The failure of a customer to pay water and sewer charges duly imposed shall result in the automatic imposition of the following penalties:

1. Nonpayment by the due date will result in a penalty of ten percent of the current amount.
2. Nonpayment of a delinquent account by the due date established by the District, will result in the service being terminated.
3. In the event it becomes necessary for the District to terminate the service at a customer's property for nonpayment, a service charge will be added to the account. The account must be paid in full to have the service re-established.
4. Collection fees will be added to the account balance.

IN WITNESS WHEREOF, we have hereunto executed this agreement this _____ day of _____, _____.

EHRWSD

By: _____
President or designee

Attest: _____
Secretary/Treasurer or designee

USER:

User's Signature

Printed Name: _____

Title: _____

Phone: _____

United States Department of Agriculture

Questionnaire to Assist in the Assessment of USDA Compliance with Civil Rights Laws

PAPERWORK REDUCTION ACT AND PUBLIC BURDEN STATEMENT

According to the Paperwork Reduction Act of 1995, an agency may not conduct, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0503-0019. The time required to complete this information collection is estimated to average 2 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

QUESTIONNAIRE

This form is used by USDA agencies, including FSA, NRCS, RBS, RHS, and RUS to gather race, ethnicity, and gender information from program participants. For participants that are entities, complete a separate form for each member.

The purpose of this questionnaire is to gather race, ethnicity, and gender information about persons who apply and participate in this USDA program. The information you provide will not be used when reviewing your application or when determining whether you are eligible to participate in this program.

This is a voluntary questionnaire. You are not required to provide this information, but we hope you will because the information you provide will be used to:

- improve the operation of this program;
- to help USDA design additional opportunities for program participation; and
- to monitor enforcement of laws that require equal access to this program for eligible persons.

If you have previously provided this information to USDA, please **DO NOT** fill out this form. Your information will be kept private to the extent permitted by law. Thank you for your response.

1. Enter your full legal name:

2. Enter your current address:

3. Select your gender.

- Male
 Female

Please answer BOTH question 4 and question 5 below about ethnicity and race. For this questionnaire, Hispanic or Latino origins are not races.

4. Select your appropriate ethnicity.

- Hispanic or Latino
 Not Hispanic or Latino

5. Select your appropriate race. Multiple races may be selected.

- American Indian or Alaska Native
 Asian
 Black or African American
 Native Hawaiian or Other Pacific Islander
 White

PRIVACY ACT STATEMENT (5 U.S.C. 552a)

Purpose: The Privacy Act of 1974 requires that the Office of Assistant Secretary for Civil Rights (OASCR) provide the following statements to each individual from whom it requests information. **Authority:** Collection of this information is authorized by the regulations of the EEOC, 29 C.F.R. § 1614. The submission of this information is voluntary, but the failure to do so may hamper the investigation of a claim and could also lead to dismissal of the complaint. **Routine Uses:** The information collected will be used to determine whether your complaint is acceptable for investigation and in connection with any subsequent investigation and processing of your complaint. **Disclosure:** A copy of this complaint will be provided to the Civil Rights office of the agency against whom it is filed. This form may be shown to any individual who may be required by regulations, policies or procedures of the EEOC and/or OASCR to provide information in connection with this complaint. Other disclosures may be: (a) to respond to a request from a :of Congress regarding the status of the complaint or appeal; (b) to respond to a court subpoena and/or refer to a district court in connection with a civil suit; (c) to disclose information to authorized officials or personnel to adjudicate a complaint or appeal; or (d) to disclose information to another Federal agency or to a court or third party in litigation when the Government is party to a suit before court.

NONDISCRIMINATION ACT STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; or (2) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.