

# CHUCKEY UTILITY DISTRICT

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- Location Number \_\_\_\_\_
- Date of Service Requested \_\_\_\_\_

This *AGREEMENT*, entered into by and between Chuckey Utility District of Greene and Washington Counties, Tennessee a UTILITY established and existing under the laws of the State of Tennessee hereinafter referred to as "*UTILITY*," and the applicant referred to as the "*CUSTOMER*."

It is the policy of the UTILITY to require that the applicant seeking service be the responsible party residing at the service address. Anyone seeking service who acting as POWER of ATTORNEY may be required by the UTILITY to provide the applicant's written verification as well as applicant's identification papers, as required below.

Whenever an application is made for service and the UTILITY has knowledge of a dispute as the ownership of the right of occupancy at the service address and one or more of the claimants attempts to prevent such service being furnished, the UTILITY reserves the right to adopt either one of the following courses:

- a) Treat the applicant in actual possession of the premises at the service address as being entitled to such service, notwithstanding the rights or claims of the other persons;
- b) Withhold service pending a judicial or other settlement of the rights of various claimants.

Full Legal Name(s): \_\_\_\_\_

Service Address: \_\_\_\_\_  
\_\_\_\_\_

Billing Address: \_\_\_\_\_  
\_\_\_\_\_

Email Address: \_\_\_\_\_  
(optional)

Date of Birth: \_\_\_\_\_ Applicant: Owner \_\_ Renter \_\_ Other \_\_

Drivers License No: \_\_\_\_\_ Payment Method: CA \_\_ CK \_\_ C/C \_\_

Tap Fee: \_\_\_\_\_ Meter Fee: \_\_\_\_\_

Reading: \_\_\_\_\_ Cut On Date: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Special Instructions: \_\_\_\_\_

Applicants Signature: \_\_\_\_\_

# CHUCKEY UTILITY DISTRICT

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## WELL USER AGREEMENT

In accordance with Chuckey Utility District's cress connect control program, a private well or auxiliary water source may not be connected in any manner to the public water supply unless proper protection against cross connection is provided. Only **Reduced Pressure Backflow Preventers** or approved **air gaps** may be used for protection. These devices must have prior approval by the Chuckey Utility District. Customers not in compliance with this rule will have their water service disconnected.

### CHECK APPROPRIATE BOX

This serves as notification that a well is located on the property at the following address:

\_\_\_\_\_

\_\_\_\_\_

This serves as notification that a well is not located on the property at the following address:

\_\_\_\_\_

\_\_\_\_\_

I (we) understand and agree that this system is and shall remain totally segregated from the public water supply, and no unapproved or unauthorized cross connections; auxiliary intakes; bypasses; or interconnections will be permitted without the written approval of the Chuckey Utility District.

I (we) further understand and agree that should an auxiliary water supply be connected to the public water system at the above address, maximum cross connection control equipment in the form of an approved **air gap** or **Reduced Pressure Backflow Preventer** shall be installed to protect the public water supply.

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

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**CHUCKEY UTILITY DISTRICT**  
**RESIDENTIAL CROSS-CONNECTION SURVEY**

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Chuckey Utility District is required by the Tennessee Department of Environment and Conservation to have this completed form on file

**Definitions**

**Backflow:** the reversal of the intended direction of the flow of water or mixtures of the water and other liquids, gasses, or other substances into the distribution pipes of a potable water system from any source.

**Cross-connection:** any physical arrangement whereby public water supply is connected, directly or indirectly, with any other water system, sewer, drain, conduit, pool, storage reservoir, plumbing fixture, or any other device which contains or may be capable of contaminating the public water supply as a result of backflow caused by manipulation of valves, ineffective check valves or backpressure valves, or any other arrangement.

OWN / RENT Location Number: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

How many homes does this meter serve? \_\_\_\_\_

How many buildings does this meter serve? \_\_\_\_\_

Circle all the following this property has:

hot tub                                      swimming pool                                      drip/soaker/irrigation system

green house                                      dark room equipment                                      insecticide sprayer

water softener or  
other treatment  
system                                      water trough or system  
for livestock                                      active or inactive auxiliary  
water supply

irrigation water from  
a different source                                      backflow device                                      any other water using  
equipment not previously  
mentioned

If this Property has any other water using equipment not previously mentioned, please explain:

Initials: \_\_\_\_\_

## CHUCKEY UTILITY DISTRICT

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In consideration of payment by the **CUSTOMER** of certain fees detailed in the **CUSTOMER INFORMATION PACKET** of the UTILITY, hereafter referred to as CUD, agrees to furnish service to the service address listed herein, and the **CUSTOMER** agrees to purchase services from **CUD**, subject to the terms and conditions herein set forth.

1. The obligations of this contract shall be binding upon executors, administrators, and estate of the original parties, provided that no application, service agreement or service contract may be assigned or transferred without the written consent of CUD.
2. It is agreed that if customer sell, subdivides, or leases the property herein described, CUSTOMER will notify CUD in order that it may execute a new contract with the successor CUSTOMER.
3. It is understood and agreed that every condition of this contract is of the essence of the contract and if breached, CUD may cut off one or all of its service to the service address and may not be reconnected except by order of CUD, after the payments of all rates and charges have been made by the CUSTOMER.
4. Services provided by CUD shall be supplied only to the applicant at the address named in this contract. CUSTOMER shall not connect any other dwelling or property to this service.
5. The meter and related appurtenances serving the CUSTOMER'S service address shall remain the property of CUD.
6. CUD or its agents reserve the right to make inspections of the service installation within the CUSTOMER'S premises upon reasonable notice and at reasonable time. CUD assumes no liability for the operation or maintenance of the CUSTOMER'S plumbing.
7. The CUSTOMER agrees to keep the property at the service address accessible and free from impediments to CUD access. If such impediments are not removed within such reasonable time as requested by CUD, services will be discontinued. Service shall be reinstated after any impediments are removed and all bills, reconnection fees, and any other such fees are paid by the CUSTOMER.
8. CUD shall have right to restrict, control, or discontinue service at any time during emergency repairs. CUD shall not be liable for failure to furnish service for its control or for any loss, injury, or damage to persons, plumbing, or property resulting from such service curtailment, or continuity.
9. CUD makes no guarantees, expressed or implied, as to service quality, pressure, consistency, or continuity.
10. CUD shall, at its discretion, specify how and what uses may be made of service provided to the CUSTOMER. If CUSTOMER fails to comply with the uses so specified, service shall be discontinued.
11. All pressure regulators, valves, service lines, and other devices located on the CUSTOMER'S side of the meter are the responsibility of the CUSTOMER. No pump may be installed on portable water lines without the written permission of CUD.
12. CUSTOMER agrees not to allow any cross-connection between CUD services and a private well or any other connections, either inside or outside of any building, in such manner that a flow of water from such connection may potentially be introduced into CUD service line.
13. All request for disconnection of service should be made in person.

**Initials:** \_\_\_\_\_

14. If the applicant fails to connect to the system when service is available and a tap is made, the CUSTOMER will pay the minimum bill for 12 months.
15. The CUSTOMER shall be responsible for installing and maintaining a pressure regulator device.
16. If CUD discontinues service for non-payment or any other reason and the service is turned on without authority of CUD, CUD shall charge a reconnection fee and penalty charge according to its rates and fees schedule.
17. The CUSTOMER agrees that in the event any CUD property is damaged, destroyed, or tampered with by the fault of the CUSTOMER, it shall be repaired or replaced at the CUSTOMER'S expense.
18. CUD shall have the right to estimate or prorate any bill when conditions beyond the control of the CUD prevent the normal billing procedure.
19. If the CUSTOMER after signing this CONTRACT does not take the service for any reason, the CUSTOMER shall reimburse CUD for any expense incurred.
20. The receipt by CUD of the application for service of the prospective CUSTOMER, regardless of whether or not accompanied by payment of fees, shall not obligate CUD to render such service. If the service cannot be supplied in accordance with CUD's policies, rules, regulations and general practice or those of any state or federal agency with oversight regarding service, the liability of CUD to the applicant for such service shall be limited to the return of any fees paid to CUD by such applicant.
21. CUSTOMER agrees that this document is only an APPLICATION for service and shall not be effective as a CONTRACT until approved by an official of CUD. If the service in the opinion of any fees, less any project development costs as incurred by CUD.
22. As a condition of service, the property owner shall provide, at no cost, suitable place for the installation of the meter and related equipment and give an easement to CUD for said location.
23. CUSTOMER should have and will be responsible for a cut-off valve on CUSTOMER side of meter.
24. If CUD damages any underground facilities the CUSTOMER cannot locate, the CUSTOMER will be responsible for all repairs.

By my signature, I obligate myself to obey all rules and regulations of CUD and pay for all CUD service at the service address in accordance with the prevailing rate. If an unauthorized partial payment is made, I agree that CUD may terminate service and that all unpaid bills are immediately payable by me, including all costs of collection and attorney fees. It is further understood that CUD has the right and shall continue to have the right to make, amend, and enforce any policies, regulations, or such by-laws that may be necessary or proper regarding any CUD matter. The CUSTOMER agrees to abide by such policies, regulations, or by-laws.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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