

SOUTH SIDE UTILITY DISTRICT
251 JMZ DRIVE
GORDONSVILLE, TN 38563
Phone : 615.683.6464 Fax : 615.683.8744
Email: ssud@dtccom.net

**OWNERS' APPLICATION FOR WATER SERVICE
INFORMATION SHEET**

DATE _____, 20____

Name of Customer _____

Phone # _____

Service Address

S _____ City Zip Code

Billing Address _____ City Zip Code

NON-REFUNDABLE
Application Fee Required - \$75.00

CUSTOMER SIGNATURE _____

**SOUTH SIDE UTILITY DISTRICT CONTRACT
SMITH COUNTY, TENNESSEE**

THIS AGREEMENT made and entered into by and between SOUTH SIDE UTILITY DISTRICT, a nonprofit Tennessee corporation and herein after called "SOUTH SIDE UTILITY DISTRICT", and

APPLICANT _____

PREMISES LOCATION _____

MAILING ADDRESS FOR BILLING _____

Hereinafter referred to as "CONSUMER" or "APPLICANT"

WITNESSETH:

The undersigned Applicant has applied to SOUTH SIDE UTILITY DISTRICT for water service at the premises designated above.

It is understood that this agreement of the SOUTH SIDE UTILITY DISTRICT to furnish water at said location shall be subject however, to the terms, stipulations, and conditions hereinafter set forth:

1. The Applicant agrees to be bound by and observe all the rules and regulations that are now or may hereafter be prescribed by SOUTH SIDE UTILITY DISTRICT, its successors or assigns relative to water service, including the time, method, and manner of installing and maintaining equipment, payment of bills, discontinuance of service, etc. SOUTH SIDE UTILITY DISTRICT requires a fee in the amount of \$ 75.00 from Consumer. Acceptance of fee by SOUTH SIDE UTILITY DISTRICT does not irrevocably obligate SOUTH SIDE UTILITY DISTRICT to furnish water to Consumer, nor shall the SOUTH SIDE UTILITY DISTRICT be liable in damages to any Consumer for failure to furnish water to Consumer. Nor shall there be any obligation to furnish water of any particular quantity for use to Consumer.
2. Water shall be used to supply only the premises covered by this contract. Use of water to supply two separate houses or facilities from the same meter is prohibited unless required by governmental regulation, court order, or SOUTH SIDE UTILITY DISTRICT'S lending agency.
3. All bills for service as well as service charges, taxes, or penalties that are or may hereafter be prescribed by the District in its water service regulations shall be promptly paid. As of the date of this contract, payment of water bills are due the first day of each month. Failure to receive bill does not relieve customer of payment and penalty.
4. The District shall furnish the necessary meters for the furnishing of water service. Consumer shall permit no one to tamper with or work on a water meter. SOUTH SIDE UTILITY DISTRICT will place meter at a location on SOUTH SIDE UTILITY DISTRICT'S line and at or near Consumer's property line as is reasonably feasible. The Consumer shall install and maintain at his expense lines from the meter to his residence or facility. Any leakage from locations from the meter to Consumer's premises shall be paid by Consumer. However insurance to cover such leakage is available.
5. Should any water line or other equipment belonging to SOUTH SIDE UTILITY DISTRICT be located on Consumer's lands, then by the signing of this Contract, Consumer does hereby grant to SOUTH SIDE UTILITY DISTRICT now or in the future a permanent easement to place such lines and/or equipment at that location, said easement to run with the land and be binding on Consumer's heirs and assigns and allow SOUTH SIDE UTILITY DISTRICT to maintain and service such lines and equipment. However, SOUTH SIDE UTILITY DISTRICT shall restore any injury to Consumer's property to as close to the condition the property was in before the injury as is reasonably possible.

6. The District shall have the right to enter upon the premises at any time for the purpose of servicing its equipment, reading meters, discontinuing service, removing meters or for any other reason necessary and/or incidental to the conduct of its business as a water system distributor. Consumer does hereby grant SOUTH SIDE UTILITY DISTRICT an easement for use in connection with its water distribution system. Consumer will keep water meters accessible at all times to meter readers.

7. If water service is discontinued either by request of the Consumer or by the SOUTH SIDE UTILITY DISTRICT, and within twelve (12) months thereafter the Consumer requests water service be resumed at same address, there will be a service charge, established by SOUTH SIDE UTILITY DISTRICT, payable prior to turning on the water. IF request for resumption of service is made after twelve (12) months, Consumer shall be considered as new Applicant.

8. Since SOUTH SIDE UTILITY DISTRICT buys its water from other utilities and has no control over their facilities, the District shall not be liable to Consumer for any damages that may be caused to his or her plumbing or property by high pressure, low pressure, or fluctuations in pressure in SOUTH SIDE UTILITY DISTRICT'S water distribution system. Neither shall SOUTH SIDE UTILITY DISTRICT be liable for any damages for any interruption of service covered by leakage or other causes in either SOUTH SIDE UTILITY DISTRICT's lines or equipment or its suppliers' lines or equipment.

9. Consumer shall be responsible for obtaining any easement necessary to run water service line from the meter to his premises over adjacent land owner's property, should such be necessary.

10. Consumer agrees not to allow or permit any connection whereby the public water supply provided by SOUTH SIDE UTILITY DISTRICT is connected with any other water supply system whether public or private, either inside or outside of any building or buildings, in such manner that a flow of water distributed into SOUTH SIDE UTILITY DISTRICT'S water system is possible either through the manipulation of valves or because of ineffective check or back pressure valves or because of any other arrangements. Consumer understands and agrees that violation of this provision shall be sufficient ground, prima facie, to permit SOUTH SIDE UTILITY DISTRICT to terminate contract, to refuse or discontinue services.

11. The SOUTH SIDE UTILITY DISTRICT shall have the right but shall not be required to inspect Consumer's installation or plumbing system before water service is furnished or at any later time.

12. Consumer agrees to pay the minimum monthly water charge and pay the metered amount of water used in addition to the minimum charge.

13. It is expressly understood and agreed that the SOUTH SIDE UTILITY DISTRICT shall have the right to make and enforce all rules and regulations that may be necessary in its operation as a water service distributor and Consumer agrees to be bound by same.

14. Consumer understands and agrees that this document is only an application for water service and shall not be effective as a contract until approved by an official of SOUTH SIDE UTILITY DISTRICT authorized to execute contracts. If the service applied for cannot, in the opinion of SOUTH SIDE UTILITY DISTRICT be supplied, the liability of the SOUTH SIDE UTILITY DISTRICT to the Applicant shall be limited to the return of any fee made by such Applicant less project development costs as incurred by SOUTH SIDE UTILITY DISTRICT and which may be determined by the Directors to be charged against the Applicant's fee.

15. If Consumer is a commercial or industrial user, bill for service may be rendered weekly, semimonthly, or monthly, at the option of the SOUTH SIDE UTILITY DISTRICT. Final bill due and payable at any location shall be due when premises become vacant.

This Contract executed on this the _____ day of _____, 20_____.

APPLICANT

BY _____

Title _____

SOUTH SIDE UTILITY DISTRICT

SOUTH SIDE UTILITY DISTRICT POLICIES

REVISED MAY 1, 2020

It is the desire of SOUTH SIDE UTILITY DISTRICT to furnish our customers safe and clean water, with the best service and at a low price. In order to do this the board of SOUTH SIDE UTILITY DISTRICT has put into place certain policies to accomplish these goals. The following are some of the policies that we are most often asked about.

1. Only one residence is to be served from each water meter.
2. Payment of the water bill is due on the first day of each month. Failure to receive bill does not relieve customer of payment and penalty.
3. For your convenience, you may pay your bill at our office @ 251 JMZ Drive in the Industrial Park in Gordonsville TN, at any branch of Citizens Bank located in Smith County, (Carthage, Gordonsville, South Carthage, Hwy. 25). There is a drop-off box in the front door of the office @ 251 JMZ Dr. You may mail your payment to P.O. Box 253, Carthage TN 37030. Your bill may also be paid by bank draft with NO additional fee.
4. A website is available to pay your bill online. A 2.75% fee will be added to your bill charge by the card company. You will need your account # and the amount of your bill to make payment at WEBFEEDPAY.COM.
5. A 20% PENALTY WILL BE APPLIED TO THE ACCOUNT IF NOT PAID BY 4 P.M. ON THE 15TH DAY OF THE MONTH. PAYMENT MUST BE IN OUR OFFICE BY THIS TIME AND DATE.
6. If a water bill remains unpaid on the 20th day of the month, service shall be discontinued. However, a reasonably good faith effort will be made by a South Side Utility District representative, either in person, by placing a telephone call, or sending an electronic message to the customer informing the customer of the date the actual discontinuance will take place. However, if the customer has had service disconnected within the previous four (4) years, no such contact will be attempted to inform the customer of the date on which the water will be cut off. All service turned off for non-payment will not be turned back on except during normal business hours, and then only if all amounts owed on the bill and a \$75.00 reconnection fee is paid.
7. There will be a \$30.00 service charge on all returned checks or bank drafts.
8. It is the customers' responsibility to always keep water meters accessible to meter readers. Any injuries sustained by our meter readers caused by customers' dogs or other pets are the responsibility of the pet owner.
9. Customers must not allow any cross-connections, auxiliary intakes, bypasses, or any other interconnections of any other sort with other water resources such as wells, springs, etc. with the South Side Utility District's water supply.
10. SOUTH SIDE UTILITY DISTRICT shall have the right to refuse service to an applicant or to any member of an applicants' household at that location whenever such person is delinquent on any payment to the utility or had his service discontinued because of violation of the policies of SOUTH SIDE UTILITY DISTRICT.
11. Insurance is available to cover excess bills when a customer has a leak. Please ask a SOUTH SIDE UTILITY DISTRICT representative for details. Without such insurance the customer is responsible for the full amount of bill.
12. The Board of SOUTH SIDE UTILITY DISTRICT meets on the 4th Thursday of each month at 4:00 P.M. at the office located @ JMZ Dr. Gordonsville, TN. If you have a problem that cannot be resolved by SOUTH SIDE UTILITY DISTRICT staff, you may appear before the Board to try to come to a resolution of the problem. However, you must call in advance to be put on the agenda.
13. The regular office hours of SOUTH SIDE UTILITY DISTRICT are from 8:00 A.M. until 4:00 P.M. Monday through Friday. The office will be closed each Saturday, Sundays, and holidays.
14. Our staff will always be courteous and helpful to our customers, and we ask our customers to extend the same courtesy to them.

APPLICANT SIGNATURE