**Sabine Parish Water District #1**

**Post Office Box 660**

**660 Hwy 171 Bypass**

**Many, Louisiana 71449**

**318-256-6489/spwd.co**

**Water User’s Agreement**

This Agreement, between The Sabine Parish Water District #1 organized and existing under and by virtue of the laws of the State of Louisiana, hereinafter called the “District” and

Hereinafter called the “Member.” (include mailing address)

WITNESSETH

WHEREAS, the Member desires to purchase water for domestic, farm and/or commercial use from the District and to enter into a water users agreement as required by the Bylaws of the District;

WHEREAS, the Member declares that he/she is the rightful owner of property hereunto water is to be provided and/or has legal authority to make such covenants;

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 Rules and Regulations and Bylaws and those hereinafter provided for, such quantity of water available for domestic, farm, commercial or wholesale purposes as the Member may desire in connection with his residence and/or property at the following location:

PLEASE PRINT LEGAL PROPERTY DESCRIPTION OR SUBDIVISION & LOT # WITH PHYSICAL ADDRESS

Many, La 71449

Please provide: Race\_\_\_\_\_\_\_\_\_\_\_\_ Gender \_\_ \_\_\_

Ethnicity: Hispanic \_\_\_\_\_\_\_\_\_\_\_\_Non-Hispanic\_\_\_ \_\_\_\_\_\_

Please check primary uses: Household Farm Commercial

XXX

Garden Livestock/poultry Wholesale

No. of members in Household: \_\_\_\_\_ Estimated daily gallons needed: \_\_\_\_\_\_\_\_\_\_\_

Please indicate meter size requested: ¾ “ other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_inches.

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PROVIDED, however, that:

The Member hereby grants the District, its successors or assigns, perpetual easement in, over, under, and upon the above described land with the right to erect, construct, install, and lay, and thereafter use, operate and inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right of ingress and egress over adjacent land for the purpose mentioned above. The width of said easement shall be not less than 10’ from the road right-of-way.

This servitude is made and accepted for and in consideration of the value of the available water supply to Member/grantor’s property together with other good and valuable consideration. The District will endeavor to use public right-of-way whenever possible.

TO HAVE AND TO HOLD said easements, rights, and rights-of-way unto said District/grantee, its successors and assigns until said easements be exercised, and so long thereafter as the same shall be useful for the above named purpose.

The Member agrees to pay any additional costs prior to connection if a meter larger than ¾; is requested.

The Member agrees to pay for water at such rates, time, and place as shall be determined by the District and agrees to penalties for noncompliance with above non-payment of water charges as set out in the current Rules and Regulations. This includes any Annual Safe Drinking Water Program fee assessed by the LA Department of Health. A new hookup will include connection and tapping fees.

The District shall purchase and install a cutoff valve and a water meter for each service. The District shall have exclusive right to use such cutoff valve and water meter, and to turn it on and off as necessary. The Member shall also install a cutoff valve on Member’s side of meter for his usage as needed. It is also recommended that the Member install a pressure regulator and/or check valve to maintain proper pressure when needed.

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

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The Member agrees to comply with requirements of the Louisiana State Board of Health that no other present or future source of water will be connected to any water lines served by the District’s water lines and will disconnect from his present water supply prior to connecting to the District’s system.

The Member shall connect his service line to the District’s distribution system and shall commence to use water from the system within a reasonable time after the water is made available to the Member by the District. Water charges to the Member shall commence on the date that the service is made available.

In the event the Member shall breach this contract by (1) refusing or failing, without just cause, to connect his service line to the District’s distribution system as set forth above, or (2) refusing or failing, without just cause to pay the minimum monthly water rate as established by the District, upon the occurrence of either of said events, the Members agrees to forfeit any membership, connection, tapping or other fees paid to District.

Failure to connect or pay initial water bill after service is made available shall place the Member in default subject to a connection fee as a new customer if future service is desired. A request for disconnection will be honored once customer has paid 24 monthly billings, whether connected or not.

The failure of member to pay water charges duly imposed shall result in the automatic imposition of the following penalties:

1. Nonpayment of account by the due date shown on bill will be subject to a penalty of $5.00 or ten percent of the delinquent account, whichever is greater;
2. Nonpayment within thirty days from the due date will result in the water being shut off from the Member’s property;
3. In the event it becomes necessary for District to shut off the water from a Member’s property due to non-payment of account, a fee of $75.00 will be charged for service reconnection in addition to full payment of previous outstanding balance with legal interest;
4. In the event the District must file suit for collection of unpaid water accounts, any legal and collection costs incurred plus legal interest will be added to unpaid balance.

The Member agrees to provide District of any change of address or forwarding address prior to or as soon as possible and no later than 15 days, in the event Member moves or disconnects service.

The Member further agrees if he or she is leasing or renting the dwelling or property, in addition to a connection fee of $50.00, a security deposit of $150.00 will also be paid prior to connection to water system. The security deposit is refundable within 30 days after notification by

Member of disconnection and new address, all water bills have been fully paid and no damages to water meter, equipment or connections have been found. Any unpaid balance and/or cost to repair

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damages will be applied against the deposit before any refund is made. Collection procedures will be enforced on any remaining unpaid balance.

IN WITNESS WHEREOF, we have hereunto executed this agreement on this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_. A copy of this original agreement will be furnished member upon request to the address shown on page 1 of this Agreement.

WITNESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Member/Customer

Date Placed

In Service: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Water Supervisor

VERIFICATION OF FUNDS RECEIVED:

AMOUNT DATE

INITIAL CONNECTION FEE: $1000.00

ROAD BORE $500.00

SECURITY DEPOSIT: $150.00

TRANSFER FEE: $ 50.00

***Please fill out the following information:***

***Customer Name:***

***Spouse’s Name:***

***Service Address:***

***Mailing Address:***

***Contact Phone numbers:***

***Date of Birth:***

***Drivers License: State***

***Social Security:***

***Place of Employment:***

***\*Sabine Parish Water District No. 1 is an Equal Opportunity Provider and Employer.\****

***To file a complaint on discrimination, write USDA, Director , Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800)795-3272 (voice)or (202)720-6382 (TDD).***

