

WEST VERNON PARISH WATERWORKS DISTRICT HOMEOWNER - WATER USER AND RIGHT-OF-WAY AGREEMENT

THIS AGREEMENT between the WEST VERNON PARISH WATERWORKS DISTRICT, hereinafter called the District and
Customer Name – PRINT PLEASE)

a user of the water provided by the District hereinafter called the User.

WITNESSETH

WHEREAS, the User desires to purchase water from the District and to enter into a water users agreement as required by the rules and regulations 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 rules and regulations and those hereinafter provided for, such quantity of water as the user may desire in connection with his occupancy of the following described property:

Mailing Address of User:

*RACE: ☐ American Indian/Alaska Native
☐ Native Hawaiian or Other Pacific Islander
☐ Asian
☐ Black/African American
☐ White
☐ Other

Physical Location/Address:

ETHNICITY: ☐ Hispanic ☐ Non-Hispanic

GENDER: ☐ Female ☐ Male ☐ Other

Phone Number of User: _____

Number of Family Members at this meter's location: _____

THE USER DOES HEREBY DECLARE THAT HE/SHE IS THE OWNER OF THE FOLLOWING DESCRIBED PROPERTY, ON WHICH HE/SHE DESIRES THE METER TO BE CONNECTED OR INSTALLED (the legal description must include at a minimum the township, range, section, and quarter section within which this property is located).

Insert property description here:

The User hereby grants the District, its successors or assigns, a 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 mention above. The width of said easement shall not exceed 15' from the road right-of-way.

The User shall install and maintain at his own expense a service line, which shall begin at the meter 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 agrees to pay for water at such rates, time, and place as shall be determined by the District, and agrees to the penalties for noncompliance with the above as set out in the current Rules and Regulations.

The District shall have the RIGHT TO CHECK A USER'S WATER SERVICE FOR CONNECTION OR TEE OFF OF HIS/HER METER TO ANOTHER LIVABLE STRUCTURE AND MAY SHUT OFF WATER TO A USER WHO ALLOWS A CONNECTION OR EXTENSION TO BE MADE TO HIS/HER SERVICE LINE FOR THE PURPOSE OF SUPPLYING WATER TO ANOTHER USER. *If a member has more than one home located on his premises, the second (2nd) home is required to install/connect to his/her own meter and water line to connect it to the water system with the necessary fees to be incurred for that residence.*



The water meter is District property and will not be moved from its installed location for any reason; however, the District may move the meter as they consider necessary for the improvement of the District's access and maintenance of the meter. Any damages to the meter or District property other than normal District procedures could lead the further charges for the User.

The District shall have final jurisdiction in any question of any service line connection to its distribution system; the District shall determine the allocation of water to Users in the event of a water shortage. In the event the total water supply shall be insufficient to meet all of the needs of the Users, or in the event there is a shortage of water, the District may prorate the water available among the various Users on such basis as is deemed equitable by the Board of Directors, and may also prescribe a schedule of hours covering the 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 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 the Users for both domestic and livestock purposes before supplying any water for garden purposes. LA State Law requires that those customers watering livestock need to maintain an air gap between the water hose or faucet and container (water trough) to prevent backflow and water contamination.

By state and federal laws, water from a public water system and water from a private well cannot be connected to the same plumbing. The User agrees to comply with the requirements of the Louisiana State Board of Health that no other present or future source of water will be connected to any waterlines served by the District's waterlines and will disconnect from his present water supply prior to connecting to and switching to the District's system.

The User shall connect his service lines to the District's distribution system and shall commence to use water from the system on the date that the water is made available to the User by the District.

MINIMUM MONTHLY WATER CHARGES AND USAGE CHARGES TO THE USER SHALL COMMENCE ON THE DATE THAT THE SERVICE METER IS UNLOCKED, CONNECTED, TURNED ON OR MADE AVAILABLE. NO EXCEPTIONS.

In the event the User 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 User agrees to forfeit his connection fee.

The failure of a customer to pay monthly minimum water charges duly imposed shall result in the automatic imposition of the following penalties, among others, which may be set by rules and regulations to be provided for by the district,

- (1) Nonpayment by the due date will be subject to a penalty of ten percent of the delinquent account.
- (2) Nonpayment within 15 days from the due date it will result in the water being shut off from the customer's property.
- (3) In the event it becomes necessary for the District to shut off the water from a customer's property, a re-connect fee of \$50.00 will be charged for reconnection of the service along with the total amount due on the account at the time of the disconnection. Charges are subject to change at any time.
- (4) In the event that an NSF check is issued on the delinquent account a service fee of \$50.00 will be applied to the account balance and service will immediately be disconnected for non-compliance.

Failure to receive a bill does not exempt anyone from their monthly payment, late charge or disconnection. It is the User's responsibility to notify the District if they have not received a monthly bill by the due date.

I understand that if I am married, the meter will be in both of our names. If we should divorce, the water will remain on for the spouse who remains in the home, and the deposit will stay with the spouse until they move, unless we receive a legal notification from an attorney.

>INITIAL

Deceased Customer Account Notice: Meter accounts cannot be listed in the name of a deceased individual. Documentation will be required to transfer the account into the executor of the estate with the necessary fees to be paid as well. A utility account listed under a deceased person's name is considered *fraud* and *identity theft*, according to the "Red Flags Rule" of the Federal Trade Commission (16 C.F.R. 681.1.). In compliance with the Red Flag Rule, all accounts must be updated to reflect the correct name of the person(s) who live at the address of the deceased customer's home and who are responsible for payment of the water bill at that location.

>INITIAL

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

_____, _____ in duplicate of original.
(Month) (Year)



I have read and fully understand this Water User Agreement and agree to abide by the conditions set forth within.

DATE: _____

Customer Signature – User / Owner

Witness:

**The information regarding race, ethnicity and sex designation solicited on this agreement is requested in order to assure the Federal Government, acting through the Rural Housing Service that the Federal laws prohibiting discrimination against customer agreements on the basis of race, color, national origin, religion, sex, familial status, age and disability are complied with. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race, ethnicity and sex of individual applicants on the basis of visual observation or surname.*



CROSS CONNECTION CONTROL POLICY ACKNOWLEDGMENT

Upon my initial account start up as a customer of the West Vernon Parish Waterworks District (WVPWD),

I, _____ (customer printed name)

have been informed of the CROSS CONNECTION CONTROL POLICY as adopted by the WVPWD.

I have been made aware of the policy document location for review on the WVPWD's website for my records and compliance. I have been made aware of the WVPWD Cross Connection and Backflow Prevention Policy and the adopted requirements as set forth in the WVPWD Cross Connection Control Policy. I understand that I will be able to download the required documents on the district website.

I understand that it is imperative that I review this policy document as a customer of the WVPWD.

As a User, I am required to purchase and install, at my own expense, a shut off valve downstream of the water meter for the purpose/use only by the User, in order to prevent excessive manipulation of the District's cut-off valve.

Date: _____

Customer Printed Name: _____

Witness: _____
WVPWD Employee

Customer Signature: _____

