WATER USER’S AGREEMENT

This agreement, between WEST ALLEN PARISH WATER DISTRICT of the Parish of Allen, organized and existing under and by virtue of the laws of the State of Louisiana, hereinafter called the DISTRICT, and\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a member of the DISTRICT, hereinafter called the MEMBER. (Printed Customer Name)

WITNESS INITIALS:\_\_\_\_\_

WHEREAS, the MEMBER, desires to purchase farmstead and domestic water from the DISTRICT and to enter into a water user’s agreement as required by the by-laws of the Association.

NOW THEREFORE, inconsideration of the mutual covenants promises, and agreement herein contained, it is hereby understood and agreed:

The DISTRICT agrees to furnish, subject to the limitations hereinafter provided for, such quantity of water for domestic, livestock, garden, industrial occupancy of the following described property:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# (Address at Location)

provided; however, that the MEMBER may have delivered to him only such water as may be necessary to supply the needs of the persons residing within a single farmstead or dwelling and of the livestock owned by such persons and to irrigate a garden; that the industrial or commercial MEMBER shall be entitled to have delivered to him only such water as may be necessary to supply the needs of the particular installation.

* The MEMBER must disconnect from any other known water service. The MEMBER must assume all responsibility of furnishing a right-of-way.
* The MEMBER shall pay for such water at such rates, time and place as shall be determined by the DISTRICT.
* The DISTRICT shall purchase and install a ¾ by 5/8 meter with a cut-off valve between the meter & the water system, for the purpose/use only by the WATER DISTRICT. The DISTRICT will stub out approximately 1 foot of PVC pipe after the meter setup, which the MEMBER will connect his/her piping to.
* The MEMBER shall purchase and install, at his/her own expense, a shut off valve downstream of the water meter for the purpose/use only by the MEMBER, in order to prevent excessive manipulation of the DISTRICT’S cut-off valve.
* The MEMBER shall pay for a road bore, if necessary, at an additional charge of $400.00. The fee is based on current contractor rates and is subject to change at any time.
* The DISTRICT shall have final jurisdiction in any question of location of any service line connection to its distribution systems; shall determine the allocation of water to MEMBERS in the event of a water shortage; may shut off the water 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.
* The DISTRICT requires that all meter installations purchased will have a two (2) year installation completion time frame once the fees are paid and the service is available. If the installation is not completed within this time frame, the membership will be relinquished by the customer, along with all fees paid to the DISTRICT.

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

* Non-payment after the due date will be subject to a penalty of ten (10) percent of the delinquent account.
* Non-payment after lockout date will allow the DISTRICT in addition to all other rights and remedies to purchase the MEMBER’S membership certificate and terminate his membership. And in such event the MEMBER shall not be entitled to receive, nor the DISTRICT obligated to supply any water under this agreement.
* In the event it becomes necessary for the DISTRICT to lock out a meter for non-payment or improper use according to the water user’s agreement, a $40.00 late assessment fee will be charged for a reconnection of the service. **(Lockout for non-payment dates are listed on the monthly bill)**

   **Initials\_\_\_\_\_\_**

BE IT KNOWN AND REMEMBERED that I, the undersigned property owners, do hereby grant unto WEST ALLEN PARISH WATER DISTRICT OF Allen Parish, LA, hereinafter referred to as “GRANTEE”, its successors and assigns, the right to lay, maintain, inspect, operate, repair, alter, remove and relay a pipeline for the transportation of water and such drip valve fittings, meters and other equipment and appurtenances as may be necessary or convenient for such operations, over, through, upon, across and under the property of the undersigned parallel and adjacent to the right-of-way of Louisiana State Highways and Parish roads with all rights of ingress and egress to and from said line or lines, for the purpose and benefits aforesaid.

 This servitude is made and accepted for and in consideration of the value of the availability of a water supply to GRANTOR’S property together with other good a valuable consideration of the value of the availability of a water supply to GRANTOR’S property together with other good and valuable consideration.

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

 I hereby understand that this water meter is WATER DISTRICT property and will not be moved from its installed location for any reason; however, the WATER DISTRICT may move the water meter as they consider necessary for the improvement of the WATER DISTRICT’S access and maintenance of the meter.

 I hereby understand that any damage to water system property or requests of any programs other than normal water system procedures could lead to further charges for MEMBER.

#  I hereby 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 that spouse until they move, unless we have legal notification from an attorney.

 WITNESSES OUR SIGNATURES in the presence of the undersigned competent witnesses on this the\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, A.D., 20\_\_\_\_\_\_ we have executed this agreement.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ MEMBER PRINTED NAME SIGNATURE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SPOUSE NAME MAILING ADDRESS

# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WITNESS CITY STATE ZIP

#  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 TELEPHONE/CELL

The information regarding race, ethnicity, and sex designation solicited on this application is requested in order to assure the Federal Government, acting through the Rural Housing Service that the Federal laws prohibiting discrimination against customer applications 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

**Gender:**

Male \_\_\_\_\_\_\_\_\_\_

Female \_\_\_\_\_\_\_\_

**Race:**

American Indian/Alaska Native\_\_\_\_\_\_\_\_\_\_

Asian\_\_\_\_\_\_\_\_\_\_

Black or African American\_\_\_\_\_\_\_\_\_\_

Native Hawaiian or Other Pacific Islander \_\_\_\_\_\_\_\_\_\_

White\_\_\_\_\_\_\_\_\_\_

Other\_\_\_\_\_\_\_\_\_\_

**Ethnicity:**

Hispanic or Latino \_\_\_\_\_\_\_\_\_

Not Hispanic or Latino \_\_\_\_\_

DEPOSIT AGREEMENT

# DEPOSIT AGREEMENT

# I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereby understand that I am paying the following fees according to the service that I am requesting:

* ($1030)New Meter/New Customer/Residential $950 Meter Installation Fee, $80 Deposit
	+ ($1110)New Meter/New Customer/Residential/Village of Reeves $950 Meter Installation Fee, $160 Deposit
	+ ($950) New Meter/Existing Customer/Residential $950 Meter Installation Fee
	+ ($ ) New Meter/Existing Customer/Commercial (Price subject to location, size of meter required and current supply costs)
	+ ($1030)New Meter/New Customer/Commercial $950 Meter Installation Fee, $80 Deposit
	+ ($1110)New Meter/New Customer/Commercial/Village of Reeves $950 Meter Installation Fee, $160 Deposit
	+ ($105) Existing Meter/New Customer/Residential $25 Service Charge, $80 Deposit
	+ ($185) Existing Meter/New Customer/Residential/ Village of Reeves $25 Service Charge, $160 Deposit
	+ ($105) Existing Meter/New Customer/Commercial $25 Service Charge, $80 Deposit
	+ ($185) Existing Meter/New Customer/Commercial/ Village of Reeves $25 Service Charge, $160 Deposit
	+ ( $25) Existing Meter/Existing Customer/ $25 Service Charge (Established customers of WAPWD only)

***\_\_\_\_\_\_I understand that I am paying for a road bore which is necessary for this new meter installation, an additional charge of $500.00 will be added. I understand that this fee is based on current contractor rates and is subject to change at any time.***

I hereby understand that I am paying $\_\_\_\_\_\_\_\_\_\_\_ for the above service to be in my name at the following address:

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

* In the event that I move from this residence or cease business operations at the above address, and all of my water bills are paid, I will receive a refund of the deposit that I paid. ***Meter installation and service charge fees are nonrefundable***.
* 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 that spouse until they move, unless we have legal notification from an attorney.
* I understand that I am bound by the terms and conditions that I agreed to on the Water User’s Agreement that I signed.

WITNESSES OUR SIGNATURES in the presence of the undersigned competent witnesses on this the\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, A.D., 20\_\_\_\_\_\_ we have executed this agreement.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  WITNESS MEMBER SIGNATURE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 PRINTED NAME

**You must include a copy of a valid driver’s license**

# or picture ID. Also, proof of ownership of the property

**or a rental agreement with the property owner must be**

# made available.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 MAILING ADDRESS

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 CITY STATE ZIP

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PHONE #

CROSS CONNECTION CONTROL POLICY

Upon my initiation as a new member of West Allen Parish Water District,

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, have been

 offered a complete, printed copy of the CUSTOMER POLICY MANUAL and the

CROSS CONNECTION CONTROL POLICY

of West Allen Parish Water District.

I have declined a printed copy in lieu of visiting

West Allen Parish Water District’s website online at

***westallenwater.myruralwater.com/water-service-forms ,***

at which time I will download and review the district’s

CROSS CONNECTION CONTOL POLICY and POLICY MANUAL.

I understand that it is imperative that I review this document as a member of the

 WEST ALLEN PARISH WATER DISTRICT.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Member Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness Printed Name Printed Name

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date

WATER RATES & FEES

CURRENT WATER RATES

As of 01-01-2017

 RESIDENTIAL RATES:

$27.00 per month for the first 2,000 gallons

$6.00 per thousand for all over 2,000 gallons

COMMERCIAL RATES:

$45.00 per month for the first 5,000 gallons

$6.00 per thousand for all over 5,000 gallons

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

* METER INSTALLATION: AS OF APRIL 1, 2022 THE FEE FOR INSTALLATION OF A NEW METER (3/4 X 5/8 METER) IS $950.00
* ROAD BORE FEE - $400.00
* RESIDENTIAL DEPOSIT - $80.00
* VILLAGE OF REEVES RESIDENTIAL & COMMERCIAL DEPOSIT (WITH SEWER ACCOUNT) - $160.00 (As of June 1, 2016)
* COMMERCIAL DEPOSIT - $80.00
* DEPOSIT REGULATIONS:
	+ (Anyone who has never been on the system must pay the deposit).

* (A customer who has at least one year of service with a good payment record, with no more than one payment infraction within that one year time frame, is exempt from the deposit.)

* (A customer who has at least one year of service with a good payment record may cosign for someone else to get water without paying a deposit.)

* SERVICE CHARGE - $25.00
	+ (Anyone who has an established meter turned on must pay this regardless of deposits.)
* LOCKOUT/DISCONNECT POLICY
* All water bill payments are due on the 15th of every month
* After the 15th, a 10% late fee will be applied to all unpaid balances.
* Failure to receive a bill does not exempt anyone from their monthly payment, late charge, or disconnection. Water bills are mailed on the last day of each month and made available online at our website. ( Account number requested on website is the first five (5) digits only of the customer account number)
* Web Address: westallenwater.myruralwater.com
* Lockout date for nonpayment of water bills is to be performed on the 23rd of each month, unless the 23rd falls on a Thursday or Friday or on the weekend, in which case the lockout would be performed the next business day. Date may be set or changed if determined by the Board of Directors.
* Payments must be in the office before 8:00 a.m. on the specified lock out date to avoid the $40 late assessment fee. The $40 fee is to be applied to all unpaid balances promptly at 8:00 a.m. except for in the following instances:
	+ Any balance that is $13.50 (or ½ a minimum bill) or less will not be locked and the $40 late assessment fee will not be applied.
	+ If the balance due is only a remaining 10% late fee (no minimum or maximum), and the customer paid the water bill that was due before the lockout date, that meter will not be locked and the late assessment fee will not be applied due to nonpayment.
* ALERT BY LETTER/PHONE POLICY
	+ **NO PHONE CALLS OR LETTERS TO CUSTOMERS WITH EXCESSIVE USAGE ARE REQUIRED BY WEST ALLEN PARISH WATER DISTRICT’S OFFICE STAFF AND NO PHONE CALLS ARE REQUIRED BY OFFICE STAFF TO CUSTOMERS ON THE LOCK OUT LIST FOR NONPAYMENT OF WATER BILLS ON LOCK OUT DAY**; However, as a courtesy, attempts will be made to send a letter or make a phone call, (Contingent upon a valid phone number having been made available by the customer), to any customers with water usage considered excessive. Excessive usage is determined by the office staff’s best reasonable ability to identify high water usages in the monthly consumption audit reports.
* LATE ASSESSMENT FEE - $40.00
	+ (As of June 6, 2016 ~ No unlocks will performed after 5:00 p.m. on the day of lockout for nonpayment)
	+ Multiple Account Policy for Late Assessment and NSF/Return Check Fees: If the account holder has multiple accounts that are being assessed the NSF/Return Check Fee in the amount of $40 or the Late Assessment Fee in the amount of $40, in accordance to the policy adopted June 4, 2019, they will be assessed one $40 fee if all of the accounts are paid in full within one week of the fee assessment. If there is a discrepancy, or if all of the accounts are not paid in full within that time frame, then the $40 fee will be assessed to each individual account

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

* NSF CHECK FEE - $40.00
	+ Multiple Account Policy for Late Assessment and NSF/Return Check Fees: If the account holder has multiple accounts that are being assessed the NSF/Return Check Fee in the amount of $40 or the Late Assessment Fee in the amount of $40, in accordance to the policy adopted June 4, 2019, they will be assessed one $40 fee if all of the accounts are paid in full within one week of the fee assessment. If there is a discrepancy, or if all of the accounts are not paid in full within that time frame, then the $40 fee will be assessed to each individual account
* West Allen Water District offers multiple ways to pay your bill:
	+ Face to face with Cash, Credit/Debit Card/Money Order/Check
	+ Bank Draft
	+ US Mail
	+ Over the phone with credit/debit card
	+ Two drop boxes locations: One outside the office in Reeves and the other inside the Timeloop store in Topsy.
	+ Online Payments made on our website @westallenwater.myruralwater.com
		- **NOTICE: If paying your bill online, use caution! If you choose to use a bill payment website that is NOT affiliated with West Allen Water to pay your water bill, please be aware that the third party web pay website may charge you extra fees and your payment may not be received by the due date which could cause your account to be subject to disconnection and additional fees! The bill payment tab on the WEST ALLEN PARISH WATER DISTRICT website is the only web pay source affiliated with us. Again the link is:**

**westallenwater.myruralwater.com then click on the green bill payment tab. Please keep in mind that your account number is the first five numbers only of the account number listed on your billing card.**

* ORIGINAL (1976-1979) BACK SERVICE FEE - $50.00
	+ (This applies to anyone who purchased a membership but never used the water.)
* 2014 BACK SERVICE FEE POLICY
	+ If a customer who has purchased a membership at a discounted rate due to the 2014 upgrade project, fails to connect when service is made available, or discontinues water service within 26 months, a Back Service Fee must be paid and will be assessed at a prorated fee as follows:
		- $650 (meter installation cost)
		- -(minus) original $50 membership fee
		- -(minus) total minimums paid during active service months
		- =(equals) Total Back Service Fee
* ACCIDENTAL DAMAGE TO METERS & EQUIPMENT
	+ (First Offense: Fees waived and warning letter issued. Second Offense: Billed to customer at full replacement cost of material, parts, labor and equipment at current prices/rates.)
* UNAUTHORIZED USAGE ACCESS PENALTY
	+ ($125.00 Plus cost of lock, for 1st offense; $250.00 plus cost of lock for 2nd offense.)
	+ ***Any illegal activity or illegal tampering with a water meter, associated equipment and/or any stolen water constitutes theft and will be prosecuted in accordance with state laws. The Sheriff’s Office will be contacted immediately and a report filed if a water meter lock is missing or cut and water is used. Full restitution will be required for the cost of the damaged property, cost of the water consumption and the applicable unauthorized usage access penalty.***
* MULTI HOUSING
	+ (You may have another residence connected to your meter as long as it is between 2 mobiles homes or a mobile home and a house (**two houses cannot be connected**). You MUST contact our office and fill out the required form at the time of connection. (Maximum of 2 residences)

#

# LEAK EVENT POLICY (Leaks on Customer’s Side of the Water Meter)

* A customer’s meter will be locked out due to any unattended water leak event which affects the operations of the water system after being given two notifications, either by mail, phone, or face-to-face contact. The lock will be removed when the customer coordinates with the General Manager to have it unlocked in order for the customer to search for and fix their leak.
* If a customer of the water district has a leak that is causing pressure loss, excessive water loss, and/or mechanical issues to the water district’s wells, distribution lines, and equipment, and an operator is required to go to the meter to shut if off more than two (2) times, then beginning on the third (3rd) trip, a $100 fee will be incurred and for each subsequent trip made to the meter to turn it off. This fee will be added to the customer’s account at each event*.*

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