

South Toledo Bend Water District



3260 Little Flock Road • Many, LA. 71449



WATER USER AGREEMENT

PLEASE COMPLETE AND RETURN

This Agreement, between **SOUTH TOLEDO BEND WATER DISTRICT**, organized and existing under and by virtue of the laws of the State of Louisiana, hereinafter called the District and _____ hereinafter called the Member,

WITNESSETH

WHEREAS, the Member desires to purchase farmstead, domestic and/or commercial water from the District and to enter into a water user agreement as required by the By-laws 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 By-laws and those hereinafter provided for, such quantity of water for domestic, livestock, garden, and industrial and commercial purposes as the Member may desire in connection with his occupancy of the following described property:

PLEASE PRINT LEGAL PROPERTY DESCRIPTION OF SUBDIVISION & LOT # (or attach a copy of the legal description in your Bill of Sale).

Provided, however, that:

The Member 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 hereafter 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 not be less than 10' from the road right-of-way.

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

TO HAVE AND TO HOLD said easements, rights, and right-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 purpose.

The Member shall install and maintain at his own expense a service line that shall begin at the meter and extend to the dwelling or places of use. The service line shall connect with the distribution system of the District at the nearest place of desired use by the Member, provided the District has determined in advance that the District Water is of sufficient capacity to permit delivery of water at that point.

The Member 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 non-payment of water charges as set out in the current Rules and Regulations. If a Member has more than one home located on his premises, the second (2nd) home would require its own meter and own water line to connect it to the water system and \$150.00 surety deposit would be required for that residence, also.

The Member shall be responsible for any road bore fees, associated with a new service installation.

The District shall purchase and install a cutoff valve and may also include a water meter in each service. The District shall have exclusive right to use cutoff valve and water meter, and to turn it on and off.

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 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. In the event the total water supply shall be insufficient to meet all the needs of the Members, or in the event there is a shortage of water, 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 the needs of the Members, the District must first satisfy all of all Members for both domestic and livestock purposes before supplying any water for garden and lawn purposes.

The Members agrees to comply with the requirements of the Louisiana State Board of Health that no other present or future sources 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 and switching over to the District's system.

The Member shall connect his service lines to the District's distribution system and shall commence to use water from the system on the date 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.

The Member shall not install any pavement or concrete surfaces around or over any of the District's water lines or equipment. If so, the Member will be solely responsible for any damages or additional costs associated with the maintenance and repair of the District's water lines.

The Board of Commissioners shall have the authority to sell the membership of any Member in the event of nonpayment of any charges or assessments owing by said Member within thirty (30) days after demand for payment by mail, properly addressed to the last known address of such delinquent Member. The proceeds of any sale of membership over and above the amount due the District shall be returned to the delinquent Member. In lieu of such sale of membership, the Board of Commissioners may purchase the membership on behalf of the District at a price determined by the Commissioners to be fair value of the membership, provided that in the event of either a sale of the membership or the purchase thereof by the District the proceeds shall be first applied to the payment of any indebtedness due the District by the delinquent Member.

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 Member agrees to forfeit his membership fee.

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

1. Nonpayment within ten (10) days from the due date will be subject to a penalty of ten (10) percent of the delinquent account balance or \$5.00.
2. Nonpayment within thirty (30) days from the due date will be subject to disconnect after the 20th of the month.

3. In the event it becomes necessary for the District to shut off the water from a Member's property, a fee of fifty (**\$50.00**) Dollars will be charged for a reconnection of the service.
4. If a customer issues more than one (1) **NSF** or **HOT CHECK** to South Toledo Bend Water District within a six (6) month period of time, the customer shall be notified upon the second (2nd) occurrence that **CHECKS WILL NO LONGER BE ACCEPTED AND ONLY A MONEY ORDER WILL BE ACCEPTED** as payment of all future customer bills. Proper notice will be sent to the customer with the second (2nd) NSF check received.

The Notice will state that non-payment within fifteen (15) days shall cause the **NSF** check amount and **collection fee of \$25.00** to be added back to the customer's account, causing the account balance to become past due and subject to disconnection. Furthermore, if customer's service is disconnected, a **\$50.00 reconnect charge will also be assessed to the customer account** and reconnection will only be approved after full payment of all charges or proper arrangements for payment have been made for service to be reconnected. **Water service will only be reconnected during regular business hours (Monday-Friday 7:00 a.m. to 3:00 p.m.).**

NSF CHECKS WILL BE TURNED IN TO THE SABINE PARISH DISTRICT ATTORNEY'S OFFICE FOR POSSIBLE PROSECUTION OR A POSSIBLE CLERK'S SUIT WILL BE FILED.

I have read and fully understand this WATER USER AGREEMENT

Billing Address: _____

 (Social Security #)

 (Date of Birth)

Member's Signature

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

Address of meter location: _____

Telephone number at meter location: _____

Telephone number at your residence, if different than telephone number at meter location: _____

Cell phone number: _____

EMAIL ADDRESS: _____

Note: Please keep us up to date on your email address in case we need to issue a BOIL ADVISORY for your meter location.

IN WITNESS WHEREOF,

We have hereunto executed this agreement this _____ day of _____, 20____ in duplicate of original.

ATTEST:

BY: _____

“South Toledo Bend is an Equal Opportunity Provider & Employer”

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression) sexual orientation, disability, age, marital status, family/parental status, income derived from public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint deadlines vary by program or incident.

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Applicant Questionnaire



South Toledo Bend Water District **is required by State and Federal Regulations** to provide information on applicants that is used to compile statistical data and maintain records of certain characteristics of customers, employees and board of directors. This information is to be available for Rural Development to review at compliance reviews and also for the Civil Rights Coordinator to review at his/her discretion. To enable us to meet these requirements, we request your cooperation in completing this form. This information will be used for the specific purposes stated above and will be kept separate from your application. None of the information will be used to discriminate against or give preference to any individual.

PLEASE COMPLETE AND RETURN

Printed Name: _____

A. Racial Data:

- White
All persons having origins in any of the original people of Europe, North Africa, or the Middle East.
- Africa American
All persons having origins in any of the racial groups of Africa.
- Hispanic
All persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- Asian or Pacific Islander
All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent of the Pacific Islands. This area includes China, India, Japan, Korea, Philippine Islands, and Samoa.
- American Indian or Alaskan Native
All persons having origins in any of the original peoples of North America and who maintain cultural identification through tribal Affiliation or community recognition.

B. Sex: Male Female

C. Ethnic Group: Hispanic Non Hispanic

D. Primary Language Spoken in Home (ages 5-years & older) _____.

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List of Items in Water User Agreement

1. _____ STBWD will supply the customer with safe quality drinking water with adequate pressure at all times under NORMAL CIRCUMSTANCES.
2. _____ STBWD HAS THE RIGHT TO SHUT A CUSTOMER'S WATER OFF if the customer breaches the contract by:
 - a. Allowing a connection or extension to water service for the purpose of supplying water to another person.
 - b. The customer refuses or fails to pay bill on time.
3. _____ If the customer does not pay by the due date, a penalty of (10) percent of the delinquent account balance or a \$5.00 late fee will be assessed to the account: if the account is delinquent by 2 or more payments, the meter will be locked. If your meter is locked for non-payment, you will be charged a \$50.00 reconnect fee, along with the balance owed on the account. We will not unlock your meter until this is paid in full.
4. _____ If you have more than one home on your property, then you will need the proper amount of meters for each home (example: 2 homes, you will need 2 meters; 3 homes you will need 3 meters).
5. _____ The customer is NOT allowed to have a water line connected to any another water source, if you are connected to STBWD, as required by the Louisiana Department of Health & Hospitals. (Cross Connection)
6. _____ STBWD has an easement on customer property to repair, install, operate, inspect, maintain, replace and/or remove water pipelines.
7. _____ The customer is not allowed to pave or pour concrete around the meter box, or over any equipment belonging to the STBWD. **If you do, you will be responsible for any/all additional repair costs.** The water district **will not be responsible** for any damages or repair costs (this includes any damage to the pavement or cement) associated with the maintenance, replacement and/or removal of water pipelines.
8. _____ If STBWD receives an NSF check, there will be a \$25.00 charge assessed to the customer. If more than one NSF check is received within a 6-month period, STBWD will no longer take your personal check. We will require that you pay your bill with a money order or cashier's check.

BY SIGNING BELOW THE CUSTOMER FULLY UNDERSTANDS AND AGREES TO THE ABOVE TERMS.

(Customer Signature)

(Authorized Agent for STBWD)

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