

Application for Water Service And  
Water Users Agreement

Account # \_\_\_\_\_

This agreement entered into between the SOUTHEAST RANKIN WATER ASSOCIATION, a nonprofit entity, hereinafter called the "Association" and \_\_\_\_\_, and \_\_\_\_\_ member(s) of the Association, hereinafter called "Member".

WITNESSETH

Whereas, the Member desires to purchase water from the Association and to enter into a water users agreement as required by the Rules and Regulations of the Association.

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, it is hereby understood and agreed by the parties hereto as follows:

The Association shall furnish, subject to the limitations set out in its Bylaws and Rules and Regulations now in force or as hereafter amended such quantity of water, as Member may desire in connection with Member's occupancy of the following described property:

\_\_\_\_\_

The Association shall install at the member's expense a water meter, a cutoff valve and a service line shall begin at the water main line and extend to the property line. The Association shall have exclusive right to use such cutoff valve and water meter. The service line shall connect with the water main line of the Association at the nearest place of desired use by the Member, provided the Association has determined in advance that the system has sufficient capacity to permit delivery of water at that point. If the property to be served does not adjoin in a place water main line of the Association, the Member may be required to execute a separate agreement with the Association to provide for those responsible for cost incurred.

The Member agrees to grant to the Association, its successors and 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, inspect, repair, maintain, replace, and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the Member for the purpose of ingress to and egress from the above-described lands.

The Member shall install and maintain at the Member's expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect to the Association's water meter.

The Member also agrees to be fully responsible for the service line from the water meter to the home including the installation of an approved back-flow device if required.

The Member agrees to comply with and be bound by the Articles, Bylaws, Rules and Regulations of the Association, now in force, or as hereafter duly and legally supplemented, amended, or changed. The Member also agrees to pay for water at such rates, time, and place as shall be determined by the Association, and agrees to the imposition of such penalties for noncompliance as are now set out in the association's Bylaws and Rules and Regulation, or which be hereafter adopted and imposed by the Association.

The Member agrees to follow the guidelines set forth by the State Department of Health regarding onsite wastewater disposal.

The Member agrees to pay a deposit in the amount of \$100.00. In the event service to the Member is terminated, either voluntarily by Member, or by the Association for cause, the deposit shall be held and applied by the Association to any unpaid balance the owing on the Member's account. Should the account be fully paid at the time of termination of service to the Member, the deposit shall be refunded by the Association within a reasonable time thereafter.

The Association shall have final authority in any question of location of any service line connection to its water main line; shall determine the allocation of water to Members in the event of a water shortage; and may shut off water to a Member who allows a connection or extension to be made of the member's 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, or in the event there is a shortage of water, the Association may prorate the water available among the various Members on such basis as is deemed equitable by the Board of

Directors, and may also prescribe a schedule of hours covering use of water for garden purposes by particular Members and require adherence thereto or prohibit the use of water for garden purposes; provided that , if at any time the total water supply shall be insufficient to meet all of the needs of all the Members, the Association must first satisfy all of the needs of all Members for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all Members for both domestic and livestock purposes before supplying any water for garden purposes.

The Member agrees that no other present or future source of water will be connected to any water lines served by the Association's waterlines and will disconnect from the present water supply prior to connection to and switching to the Association's system and shall eliminate their present or future cross-connections in the member's system.

The Member shall connect the service lines to the Association's water meter and shall commence to use water from the system on the date the water is made available, to the Member by the Association. Water charges to the Member shall commence on the date service is made available, regardless of whether the Member connects to the system.

In the event the Member shall breach this contract by refusing or failing, without just cause, to connect a service line to the Association's distribution system as set forth above, the Member agrees to pay the Association a lump sum of Three Hundred Dollars (\$300.00) as liquidated damages.

The failure of a customer to pay water charges duly imposed shall result in the automatic imposition of the following penalties: 1. Nonpayment will result in penalty of ten percent of the delinquent account after due date. 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 the Association to shut off the water from a Member's property, a reconnection fee set by the Association in its rate schedule will be charged and the entire balance with charges must be paid to restore service.

#### POLICY FOR DEVELOPMENT

1. The intent of the Southeast Rankin Water Association, Inc., hereinafter referred to as the Association, is to provide water service to developments in a manner that will provide safe and adequate water for the potential customers within a development without detriment to existing customers and with full approval of all governmental agencies having jurisdiction over the Association and/or the proposed water service. The Developer shall bear all cost of the provision of water service including indirect costs of the water service and such cost as the estimated loss of hydraulic capacity to the water system caused by the development.
2. A development shall consist, by definition, of the subdivision of land into two or more tracts.
3. The Association shall furnish a preliminary estimate of cost for the provision of water service to a development upon payment of a fee and submission of plans for the subdivision by the developer. The plans shall be of sufficient detail to determine the location of the proposed development and lot layout. Upon deposit of the estimated cost, the Association shall proceed with final plans and specifications and will obtain necessary approvals of the service from Governmental agencies. The developer shall furnish approvals required for wastewater disposal pursuant to the rules of the Department of Environmental Quality and/or the Department of Health.
4. The Association will negotiate the installation of the water distribution facilities with qualified Contractors, or, at the Developer's request, place the work for bids. The Association shall reserve the right to award a contract for the work based on the lowest and best bid.
5. The Developer shall furnish the Association with private rights-of-way necessary to extend water service through the development.
6. The Association will install water distribution facilities only, or at the Developer's option and expense, water meter assemblies, service crossings and fire hydrants. Should the Developer, elect to omit initial installation of service facilities, then the cost of those facilities will be passed on to the water customer at the time of the service request.
7. Any costs exceeding the Association's estimates shall be paid by the Developer. Any excess funds estimated for onsite costs shall be refunded to the Developer at project completion.
8. The Association's commitment to provide water service shall extend for a period of five (5) years from the State Department of Health approval. An extension of time may be granted by the Association on a year-to-year basis for developers making a good faith effort towards development.

IN WITNESS WHEREOF, we have executed this user agreement and have received a copy of the Southeast Rankin Association Policy for Development that outlines the responsibilities and cost associated with dividing property into 2 or more tracts. I understand that as a property owner within the water association district, I am subject to and bound by this policy as it relates to providing water service \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

**MEMBER INFORMATION**

Please print the following information:

Name: \_\_\_\_\_

Service Address: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Phone # 1 \_\_\_\_\_ Phone # 2 \_\_\_\_\_

Email Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Please sign and return with:

Permit/Recommendation from Health Department (Form 335)

Deposit: \$100.00

User Fee: \$300.00

Installation Fee: \$100.00 (for new 3/4 meter)

**Office Use ONLY**

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User Fee Paid \_\_\_\_\_

Deposit Paid \_\_\_\_\_

Installation Fee \_\_\_\_\_

Road Bore \_\_\_\_\_

Transfer \_\_\_\_\_

Reconnect \_\_\_\_\_

Other \_\_\_\_\_

**Total Paid** \_\_\_\_\_

Check \_\_\_\_\_ Money Order \_\_\_\_\_ Cash \_\_\_\_\_

Notice of Intent \_\_\_\_\_ Reading Sequence \_\_\_\_\_ Route \_\_\_\_\_