

Pecan Island Waterworks District #3
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Kaplan, La 70548 337-652-4945
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WATER USERS AGREEMENT

This agreement, between the Pecan Island Waterworks District #3 of the Parish of Vermilion, State of Louisiana, hereinafter called the Water District, and _____, a customer of the Water District, hereinafter called the Water User.

WITNESSETH

Whereas, the Water user desires to purchase water from the Water District, and to enter into a Water Users Agreement as required by the Rules and Regulations of the Water District.

Now, Therefore, in consideration of the mutual covenants, promises and agreements herein contained, it is hereby understood and agreed:

The Water District shall furnish, subject to the limitations set out in the Rules and Regulations and those hereinafter provided for, such quantity of water as the Water User may desire in connection with his occupancy of the following described property:_____.

The Water User agrees to pay at the time of the execution of this agreement a \$50.00 security deposit, which shall entitle the member to one (1) tie-in with a cutoff valve and a water meter at the time of the initial hook-up. The Water User will be required to provide a copy of a personal identification number such as a drivers license or social security number or show such documentation to water system personnel at the time of sign up.

No second connections are allowed without the expressed consent and permission from the Water District where such connections will be billed according to the user rates described herein. Unauthorized second connections can subject the water user to criminal charges, penalties, and service disconnection. Applies to multiple residential buildings, mobile homes and RV trailers or any combination connected together.

The Water 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 Water District at the nearest place of desired use by the Water District.

The Water User agrees to place with the Water District a security deposit of \$50.00 prior to the connection to the water system and the Water User agrees to pay for water at such rates, time and place as shall be determined by the Water District, and agrees to the penalties for noncompliance with the above as set out in the current Rules and Regulations.

The Water District shall purchase and install a cutoff valve and shall include a water meter in each service. The Water District shall have exclusive right to use such cutoff valve and water meter. If the Water User restricts access to the water meter by locking fence gates, a key must be provided to the Water District to read the meter. If no key is

provided, a \$25.00 fee will be assessed at the time of billing and the service will be disconnected. A \$100.00 reconnect fee will be due to reconnect any service disconnected under these conditions.

The Water District shall have final jurisdiction in any question of location of any service line connection to its distribution system. In the event the total water supply shall be insufficient to meet all of the needs of the Water User, or in the event there is a shortage of water, the Water District may prorate the water available among the various users 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 purposes by particular water users 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 of the water users, the Water District must first satisfy all of the needs of all water users for domestic purposes before supplying any water for livestock purposes and must satisfy all of the needs of all water users for both domestic and livestock purposes before supplying any water for garden purposes.

The Water 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 water lines served by the Water Districts water lines and will disconnect from his present water supply prior to connecting to and switching to the Water Districts System.

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

The Water User shall have the right to disconnect from the system at any time at no disconnection fee. The fee to reconnect after disconnection is \$100.00.

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

- (1) Nonpayment within ten (10) days from the due date will be subject to a penalty of ten percent (10%) of the delinquent account.
- (2) Non payment within thirty (30) days from the due date will result in the water being shut off from the customers property.
- (3) Nonpayment within sixty (60) days from the original due date will result in the Water District retaining the portion (or all) of the Water Users security deposit due to cover the unpaid amount. Any amount exceeding the security deposit after thirty (30) days shall be subject to a monthly finance charge as outlined in the Rules and Regulations of 1.5% monthly until paid.
- (4) In the event it becomes necessary for the Water District to shut off the water from the customers property, a fee of \$100.00 will be charged for a reconnection of the service and an additional security deposit shall be made as established by the Rules and Regulations.
- (5) The Water User is required to provide keys to access reading the meter where necessary. If access to the water meter is denied because of locked gates and fences which prevents the meter from being read, a \$25.00 charge will be assessed with the billing for water usage. The service will be disconnected until such time as the Water User provides access. If the service is disconnected for this reason, a \$100.00 re-connection fee will be due prior to the re-connection.
- (6) The Water District has set a limit of two NSF checks, which can be received on a customers account. If this limit is met, then the customer must pay by a certified check or money order only. No additional personnel checks will be accepted. Charges for each NSF check occurrence is \$25.00.

- (7) Under the rules and regulations governing the Water District, anyone tampering with Water System property can be held accountable. A fee will be imposed for work or repairs necessary to correct problems caused by unauthorized tampering or willful damage to District property. A charge of \$24.00 per hour with a two-hour minimum is the base rate. Charges will be calculated according to the damage and work needed for replacement and repairs of property.
- (8) Customer leaks can affect water pressure, cause excessive system pumping, and waste water. If a leak is detected in a customers piping, the customer will be notified by restricted certified mail giving 30 days notice to conduct repairs. If at the end of the 30 day period repairs have not been made, service will be shut off until such time as the leak is fixed. Customer will be required to show proof of repairs. Service will then be reconnected after paying a reconnect fee of \$100.00 plus any amount due for water consumption.
- (9) Customers are responsible for the condition of piping after the water meter and subsequent leaks that occur. No adjustments can be made to billing for leaks. Please turn off the supply at the water meter when not in use to prevent water loss and high bills. Under the rules and regulations governing the Water District, every customer is required to have a WORKING valve.
- (10) In the event the usage fee for one cycle of service exceeds \$600.00, a Customer can request a hardship status and option to pay a high bill in increments an any amount they choose as long as the balance is paid out within one year of the due date. In addition, the customer must pay the regular fee for monthly service. Any unpaid balance remaining at the end of the year subjects the customer to disconnection for non-payment of service. A monthly interest charge of 1.5% will be added to the unpaid balance.

NOW, THEREFORE, BE IT RESOLVED by the Pecan Island Waterworks District Number 3, that the monthly water user rates for the Pecan Island System shall be amended and based on the volume of water consumed as follows:

RESIDENTIAL/CAMPS

0 TO 2,000 GALLONS - \$21.00 (minimum), plus
over 2,000 gallons - \$4.25 per 1,000 gallons or portion, thereof;

COMMERCIAL

0 to 2,000 gallons - \$26.00 (minimum), plus
over 2,000 gallons - \$4.50 per 1,000 gallons or portion, thereof;

CAMPING TRAILER PARKS

Rate shall be based on the number of trailers in park at the time of reading the master meter, with the charge being a base rate of \$21.00 for each trailer (Minimum).

In addition, excess water usage 2,000 gallons per trailer shall be at a rate of \$4.25 per 1,000 gallons or portion thereof.

BULK RATE

Water sold directly at the plant or other location by the District to an unmetered customer shall be at a rate of \$30.00 per load plus three dollars (\$4.00) per 1,000 gallons or portion thereof.

SCHOOL

0 to 2,000 gallons - \$75.00 (minimum), plus
Over 2,000 gallons - \$4.50 per 1,000 gallons or portion, thereof.

Health Dept. Management Fee

In addition to the rates for water service, a \$3.20 fee is billed with the July cycle of service as mandated by State Law.



This institution is an equal opportunity provider. To file a complaint of 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).
USDA is an equal opportunity provider, employer, and lender.

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.

Ethnicity:

Hispanic or Latino _____
Not Hispanic or Latino _____

Race:

American Indian/Alaska Native _____
Asian _____
Black or African American _____
Native Hawaiian or Other Pacific Islander _____
White _____
Other _____

Gender:

Male _____
Female _____.

Please sign and return one copy of the agreement. Keep a copy for your records.

Failure to return signed agreement within 10 days can result in service disconnection until compliance is met.

IN WITNESS WHEREOF, we have hereunto executed the Pecan Island Waterworks District #3 water users agreement this _____ day of _____, 20__.

Attest

**Note: If sign up is by mail, provide
a copy of your valid drivers
License or social security card.**

WATER USER

ADDRESS

CITY -- STATE

Phone