

COLLINSVILLE WATER ASSOCIATION, INC.

11718 NANCY DRIVE ~ P.O. BOX 67 ~ COLLINSVILLE, MS 39325
Phone 601-626-8138 ~ Fax 601-626-7106
"Serving the community since 1964"

WATER USER AGREEMENT

This agreement entered into between the Collinsville Water Association, Inc.

a nonprofit corporation, hereinafter called the "Association," 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 Bylaws 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 limitation 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:

1. Commonly known as: _____

2. Legal property address: _____

The Association shall install at the Association's expense a water meter, a cutoff valve and a service line which shall be installed within 20 feet of the Associations distribution system. 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.

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 Regulations, or which may be hereafter adopted and imposed by the Association.

The Association shall have final authority in any question of location of any service line connection to its water main line¹; 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 connecting 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.

If installation of service to a main is too difficult for the Association to install, then the member agrees to acquire an independent contractor and also be responsible for all expenses involved in getting water service to the said members property (difficult road bores would be an example). The Certified Operator has the final decision in this matter and all work must meet the association's/operator's approval.

The Member agrees that they have followed the guidelines set forth by the State Department of Health regarding onsite wastewater disposal.

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 days from the due date will be subject to a penalty of ten percent of the delinquent account.
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 fee set by the Association in its rate schedule will be charged for a reconnection of the service.

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

_____.

SEAL

Collinsville Water Association, Inc.

President

ATTEST:

Member

COLLINSVILLE WATER ASSOCIATION, INC.**ATTACHMENT A
SCHEDULE OF RATES AND CHARGES**

_____	Membership Fee (Non-Refundable)	\$ 50.00
_____	New Account Fee (Non-Refundable)	\$100.00
_____	Rental Fee (Non-Refundable)	\$ 150.00
_____	Mortgage/Lender/Realtor (Non-Refundable) (Per Occurrence)	\$ 100.00
_____	New Connection Fee	\$ 550.00
_____	Reconnect Fee	\$ 60.00
_____	Service Fee	\$ 50.00
_____	New Sewer Connection Fee (Lake Ross Collins only)	\$ 50.00
_____	Returned Check Fee	\$ 30.00
_____	Road Bore Fee	\$ 600.00
_____	Damage Fee	\$ 100.00
_____	Padlock Replacement Fee	\$ 50.00

Water Rates:

_____	Minimum Rate - Residential	(2,000 gal minimum)	\$ 25.00
_____	Minimum Rate - Commercial	(2,000 gal minimum)	\$ 35.00

** Water rates are \$8.50 per thousand gallons after the minimum.

Sewer Rates (Lake Ross Collins only):

_____	Flat Rate – Residential	(2,000 gal min.)	\$ 18.00
_____	Flat Rate – Commercial	(2,000 gal min.)	\$ 28.00

*Sewer rates are Residential \$1.00 / Commercial \$3.00 per thousand gallons after the minimum.

**Statements are mailed out by the last day of the month and are past due after the 10th.
Payments received after the 10th are subject to a 10% late charge.**

Initialed _____