

EAGLE LAKE WATER DISTRICT

P.O. BOX 820037

VICKSBURG, MISSISSIPPI 39182

Telephone: (601) 638-0186

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RESIDENTIAL and COMMERCIAL USER AGREEMENT

This Residential and Commercial User Agreement (“Agreement”), is effective as of the day of , 20__, by and between Eagle Lake Water District, Inc., whose address is P.O. Box 820037, Vicksburg, Mississippi 39182 (“the District”), and (“the Customer”) , whose service address is _____.

In consideration of the District’s financing and construction of a waterworks system, as well as the mutual covenants, promises, and agreement contained herein, the parties understand and agree as follows:

1. **Furnish Water.** Subject to the limitations, restrictions, and other stipulations as set out in this Agreement, as well as the Rules and Regulations of the District, the District agrees to furnish water to the Customer at the subject property.

2. **Installation and Maintenance.** The Customer shall install and maintain, at the Customer’s expense, the necessary service piping, plumbing, and other necessary fixtures to enable the property owned by the Customer to be connected to the District’s main waterworks system at the water meter. The installation shall be done in accordance with the Rules and Regulations of the District. Customer will be responsible for any and all damage to District piping/equipment incurred during tie-in to meter.

3. **Fees and Charges.** The Customer shall timely pay all applicable fees and charges as prescribed by the District, which include the following fees and charges:

a. **Residential Water Rate:** to begin using water after being notified by the District that service is available for a residential property, the Customer agrees to pay a minimum charge of Forty Six Dollars & 25/100 (\$46.25) for up to Three Thousand (3,000) gallons of water (effective 05/01/2024).

i. It is further understood that any consumption in excess of Three Thousand (3,000) gallons at any one meter will incur an additional charge of Fifteen Dollars (\$15.00) per One Thousand (1,000) gallons (effective 05/01/2024).

b. **Commercial Water Rate:** to begin using water after being notified by the District that service is available for a commercial property, the Customer agrees to pay a minimum charge of Sixty Nine Dollars (\$69.00) for up to Three Thousand (3,000) gallons of water (effective 05/01/2024).

i. It is further understood that any consumption in excess of Three Thousand (3,000) gallons at any one meter will incur an additional charge of Twenty Two & 50/100 Dollars(\$22.50) per One Thousand (1,000) gallons (effective 05 / 01 / 2 024).

c. **Other Fees:** Unless otherwise specified in this Agreement, all Customers shall pay the following fees and charges with respect to their water usage account with the District prior to water service connection:

- i. Non-refundable **standard** connection charge or tapping fee of Eleven Hundred Dollars (\$1100.00); includes tapping into the District's mainline and installing a meter and meter box on customer's property. Non-refundable **Commercial** 2-inch Multi-Meter (\$2500.00) Non-refundable **Commercial** Only 2-inch Electronic Meter (\$3000.00) **Any additional cost incurred by the District while installing a meter will also be non-refundable and the responsibility of the customer. New meter installation cost will be evaluated by the District upon request.** All meters are property of the District.
- ii. Non-refundable membership fee of Thirty Dollars (\$30.00); and
- iii. Meter deposit of Sixty Dollars (\$60.00).
- iv. Customers who rent or otherwise lease their property shall pay a meter deposit of One Hundred Twenty Dollars (\$120.00) to the District prior to water service being connected.

Meter deposit shall be refundable in accordance with the Rules and Regulations of the District.

d. **Monthly Charges:** Customer agrees to pay all monthly charges, including water usage and/or leaks on their side of the meter, beginning with the first complete billing cycle after service has been established at the Customer's property. Customer agrees that whether or not the necessary service line has been installed and whether or not Customer has run, used, or otherwise consumed any water; that Customer will still be required to pay the necessary monthly minimum water charges established by the District. Customer further agrees that if they do not receive a statement through no fault of the District of current monthly charges, it is their responsibility to contact the District and obtain the current billing amount. Failure to receive a current billing statement does not waive Customer's responsibility to pay those charges in a timely manner.

4. **Maintenance.** The Customer is responsible for maintaining the area around the meter for the safety of the District's meter readers. The area should be free from vegetation, debris, insects, aggressive pets and/or obstacles preventing access to reading the meter. If the meter cannot be accessed for readings, your bill will be averaged over the last twelve months.

Any additional costs to the District to maintain the District's distribution lines that are the result of obstructions constructed or planted by the Customer will be charged to the Customer. These obstructions include buildings, pavement, concrete slabs, driveways, trees, and shrubs, etc. The District will not be responsible for the repair or replacement of these obstructions.

5. **Compliance.** The Customer shall comply with and be bound by the Rules and Regulations of the District, all of which are now in force and may hereafter be supplemented, amended or adopted. The Customer shall promptly pay for the water that is furnished by the District at the applicable schedule of rates.

6. **Penalties.** The failure of the Customer to pay all necessary charges with respect to water usage under this Agreement shall result in the automatic imposition of the following penalties:

- a. **Late Fee:** Non-payment of the current monthly water usage charge by the due date listed on the billing statement shall incur a penalty of Ten Percent (10%) of the delinquent amount.

- b. **Service Disconnection:** Non-payment of the current monthly water usage charge within Fourteen (14) days after the due date listed on the billing statement shall result in the water service being disconnected from the Customer's property and the forfeiture of the Customer's deposit. If the 29th shall fall on the weekend or other non-business day, then the disconnection date shall be moved to the first business day thereafter.
 - c. **Reconnection / Transfer Fee:** In the event it becomes necessary for the District to shut off the water connection to a Customer's property, a fee of Fifty Dollars (\$50.00) will be charged for a reconnection or transfer of the service. This amount would be required in addition to the full payment of the past due water usage charges. Water service that has been shut off for more than Sixty (60) days shall have a reconnection or transfer fee of Three Hundred Dollars (\$300.00).
 - d. **Meter Re-reads:** If the Customer requests a meter to be re-read and the District's original reading is proven to be correct, a charge of Fifteen Dollars (\$15.00) will be added to the Customer's account. However, if the meter is re-read and the District's original meter reading is shown to have been incorrect, there will be no charge for the incorrect amount or the re-read.
 - e. **Meter Box Replacement Fee:** If a meter box becomes damaged and is required to be replaced, there shall be a charge to the Customer of Fifty Dollars (\$50.00) (effective 04/01/2022).
7. **Property Address.** No water meter shall be installed, locked, or unlocked until an address that is validly registered with Warren County Emergency 911 is visible for the property.
- Address Must Be Visible:** All residents must have the address, which has been validly registered with Warren County Emergency 911, posted and visible from the road.
8. **Customer Identification.** All Customers and other deposit holders must submit a copy of a valid Driver's License or a valid government issued Identification Card with their Application to the District.
9. **Forwarding Address.** If the Customer's property is sold, or if the Customer no longer rents or leases the property, it is the responsibility of the Customer to provide a forwarding address for the Meter Deposit to be refunded. The deposit shall be refunded after all financial obligations with the District have been met. If a balance is owed on the account, the deposit shall be applied to that balance, and any amount remaining shall be mailed to the Customer.
- a. **Deposit Refund Held For One Year:** If no valid forwarding address is provided, the refund of the Customer's deposit shall be mailed to the last address that the District has on file for the Customer. If the refund is returned to the District as "Return to Sender" or "Not Known at this Address" or is otherwise undeliverable by the United States Postal Service, then that refund shall be held by the District on the Customer's account for approximately one (1) year from the date the account was closed by the Customer. If the Customer does not claim the refund within one year, then the deposit shall be forfeited and shall become the property of the District.
10. **Federal Anti-Discrimination.** Federal law prohibits discrimination on the grounds of race, color, national origin, sex, religion, age or disability in this program. The District shall never discriminate against any potential Customer on the basis of these protected classes.

11. **Wastewater Disposal.** Customer agrees to follow the guidelines set forth by the Mississippi State Department of Health regarding onsite wastewater disposal for the property.
12. **Multiple Connections for Residential Accounts.** The only allowable use of the District's water for residential accounts is as follows:
- a. A single primary dwelling, or a single primary dwelling and outbuilding.
 - b. Structures that require a separate electric power meter will require a separate water meter.
 - c. In addition to (a.) above, a single RV is allowed if and only if it is owned by the Customer or by their immediate family. Immediate family being defined as spouse, parents, siblings, or children.
 - d. Proof of registration will be required to settle disputes of RV ownership.
 - e. A single non-family owned RV can only be utilized on a temporary basis not to exceed 14 days at which time it must be removed from the property for minimum of 14 days.
 - f. If the Customer is in violation of this policy, a penalty of \$100 per month, in addition to the monthly usage charge, will be assessed until this issue is resolved.
 - g. Violations may result in the meter to the Customer's property being locked.
 - h. Variances may be requested but must be approved by the District's Board of Directors.
13. **Sub-Divisions and RV Parks:** Developers must provide the District with plan maps and the water usage requirements for their proposed development. The District's engineer will conduct a capability-to-provide analysis. The cost of the analysis will be paid by the Developer. Two or more camper trailers, motor homes, or recreational vehicles connected to services on the Customer's property is considered a RV Park by the Mississippi State Department of Health, MSDH. The Developer must complete the MSDH permit process and provide a copy of the RV Park Permit to the District.

\$ _____ Reconnect/Transfer Fee

\$ _____ Membership Fee

\$ _____ Meter Deposit

\$ _____ Meter Installation

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates provided below, but effective as of the date first above written.

CUSTOMER

Date: _____

Name of Customer (if Customer is an Entity)

By:

Printed Name of Person Signing

Its:
Title of Person Signing (if Customer is
an Entity)

_____ (Email Address)

_____ (Mailing Address)

_____ (Service Address)

----- (Phone Number)