

Wallerville Water Association, Inc.
1534 CR 107
New Albany, MS 38652
662-534-4147
www.wallervillewater.org

WATER USER'S AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between Wallerville Water Association, Inc., a rural water system of the State of Mississippi, hereinafter called the "Utility," and Applicant(s) hereinafter called "Member(s)."

WITNESSETH:

WHEREAS, the Utility is organized pursuant to Mississippi Statutes, as a rural water system, and
WHEREAS, the Member desires to purchase water from the Utility and to enter into a water user's agreement as required by Utility.

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:

1. Member agrees to pay an initial connection fee, either as a special assessment charge in accordance with the terms under which such charge is levied as determined, or as a single up-front payment, whichever is authorized and required by Wallerville Water Association, Inc. Failure to pay any special assessment installment or initial connection fee when due shall be deemed a violation of this Agreement, entitling the Utility to its remedies set forth herein including the termination of water service to the Member and Member's premises.
2. Member agrees to install and maintain at applicant's expense all necessary service lines, plumbing and fixtures to enable the property owned by applicant to be connected to the Utility's water meter.
3. Member agrees to pay for water supplied by Wallerville Water Association, Inc. and utilized by Member and any water loss due to leaks on the Member's premises, and to further abide by all rules and regulations promulgated by Wallerville Water Association, Inc. Wallerville Water Association, Inc. shall adopt and may adjust water use charges and such other service charges, fees and penalties as are necessary to operate and maintain the rural water system.
4. Member agrees that the water service provided hereunder shall be for the benefit of his premises or those lawfully in possession of same, and Member further agrees that he shall not sub-meter or resell said water.
5. Member hereby grants Wallerville Water Association, Inc. the right to install the necessary water lines and appurtenances on his property and he hereby further grants a permanent easement to Wallerville Water Association, Inc., allowing ingress and egress to construct and maintain said line and any appurtenances, and to install and maintain necessary additional lines and appurtenances. Member also grants Wallerville Water Association, Inc. the right install, read and maintain any water meters located on Member's property. Member further agrees that he will not connect to said lines and appurtenances or extend same from one tract of property to the other, as to which is a violation of Wallerville Water Association, Inc.'s bylaws and punishable by law.
6. It is understood and agreed that Wallerville Water Association, Inc. shall have the final determination and decision in regard to any location of pipelines, appurtenances or easements for the water system. Wallerville Water Association, Inc. shall further have the sole and exclusive right to allocate water to Member.
7. It is understood and agreed that Wallerville Water Association, Inc. shall have the sole and exclusive right to terminate water service to any Member who has violated any term or condition of this Agreement or the rules and regulations promulgated by Wallerville Water Association, Inc. including, but not limited to, failure to pay water charges and fees or special assessment installments when due. Cutoff notices are printed on the back of every month bill.
8. It is understood and agreed that Wallerville Water Association, Inc. shall supply water only to Members who have executed a Water User's Agreement, or to municipalities or other water associations which have independently negotiated and contracted with Wallerville Water Association, Inc.
9. **The applicant agrees that they have followed the guideline set forth by the State Department of Health regarding onsite wastewater disposal.**

Wallerville Water has determined that the initial cost to Member shall be a refundable deposit, to be determined at time of application, plus non-refundable membership fee of \$10.00 and a minimum basic initial non-refundable connection fee of \$25.00. Any costs in addition to the above listed fees, and the timing and method of payment shall be identified upon execution of this agreement.

Property Location: 911 Address _____

Applicant Printed Name: _____

Spouse/co-applicant Printed Name: _____

Applicant signature: _____ **Date:** _____

Customer Information Sheet

Member Information: () New Customer () Returning Customer () Current Member

Applicant: _____
 First **Middle** **Last**

Mailing Address: _____

City _____ State _____ Zip _____

Property 911 Address: (if different from mailing address) _____

Social Security # _____ Drivers License # _____

Email: _____

Place of Employment: _____ Work Phone Number : _____

Cell Phone Number: _____

Number In Household: _____

Spouse: _____
 First **Middle** **Last**

Social Security # _____ Drivers License # _____

Email: _____

Place of Employment: _____ Work Phone Number: _____

Cell Phone Number _____

PICK ONE:

Property Owner () Renter () Business ()

Check here if new construction: () **NEW CONSTRUCTION:** *The applicant agrees that they have followed the guidelines set forth by the State Department of Health regarding onsite wastewater disposal and new meter customers must provide documentation of soil testing performed by local State Department of Health inspector. Applicant agrees to show proof to Wallerville Water Association of final approval from health department. Applicant is aware if final approval is not forthcoming within one year, water service will be turned off*
Onsite Wastewater Report Rec'd date _____.

Purchase Home, Seller Name: _____

If Renter, Landlord Name: _____

Office Use: Account Number: _____ Rate Code: _____ Meter Reading: _____ Sequence Number: _____ Draft: <u>Y</u> / <u>N</u>

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READ AND INITIAL ALL STATEMENTS BELOW:

Property (911 address)

_____ **City** _____ **State:** _____ **Zip:** _____

_____ Received Customer Service Policy

_____ Bills are to be kept current. Accounts with an unpaid balance 10 days after the due date **WILL BE DISCONNECTED** and the full balance plus the reconnection fee of \$60 must be paid before reconnection of water service. No separate cutoff notice will be mailed. Cutoff notice is on the back of every monthly bill.

_____ If your meter is locked due to non-payment, and you access the water system illegally, such as: but not limited to, removing the lock or tampering with the meter or any equipment belonging to the water system, additional fees will be charged and criminal charges will be filed for destruction of property and theft of a public utility. (Note: You must call the billing office if you made a online to re-establish service after disconnection.)

_____ *NO Monthly Payments Are Taken At The Billing Office Located at 1534 CR 107, New Albany, MS

- Payment Options:
- (1) Any Branch of BNA Bank, (New Albany, Tupelo & Myrtle)
 - (2) mailed to address on monthly billing statement
 - (3) online at wallervillewater.org (additional fee applies)
 - (4) or you may sign up for monthly draft.

_____ I understand that once the meter has been unlocked and registered in my name, regardless of whether or not I have installed the necessary service line or have consumed any water; I will still be required to pay the necessary monthly minimum established by the Utility.

_____ I further understand that if I do not receive a statement of current monthly charges, it is my responsibility to contact the Utility during normal business hours to arrange payment and the fact that I have not received a water statement does not waive my responsibility to pay those charges or any late assessments or service charges that result for my failure to remit the proper payment when it is due.

_____ To properly notify the Utility when I change mailing addresses, if I relinquish control of my property or for any other reason to request that water service to my property be terminated.

_____ To grant the Utility, its successors and assigns, a perpetual easement in, over, under and around my property 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 me for the purpose to ingress to and egress from the Utility's easement.

Security Deposit _____ Operator /Connection Fee _____

Membership _____ \$10 _____ Additional Charges _____ **Total Due \$** _____

___ check ___ money order ___ cash ___ credit card (add'l fee of 2.75% of balance owed will apply)
(EX: fee on \$185.00 is \$5.09)

Applicant signature(s): _____ Date: _____