

WATER USERS AGREEMENT

This agreement entered into between Waterworks District No. 14 of Calcasieu Parish, Louisiana, a public entity hereinafter called the "District," and

NAME: _____

user(s) of the District, hereinafter called "User".

WITNESSETH

Whereas, the User desires to purchase water from the District and to enter into a water users agreement as required by the Bylaws of the District.

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 District 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 User may desire in connection with the User's occupancy of the following described property:

1. Service Street Address: _____
2. Telephone No. : _____
3. Email Address: _____
4. Mailing Address: _____

The District shall purchase a water meter and cutoff valve. **The water meter and curb stop belong to District and only the District is allowed to access water meter or curb stop and turn on or off.** All other expenses, including, but not limited to, long bore fees, new customer fees, and short side tap fees shall be paid by the customer.

The User agrees to grant to the District, 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 User for the purpose of ingress to and egress from the above-described lands.

The easement shall be five feet (5') wide adjacent to the road right-of-way.

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

The User agrees to pay a deposit in the amount of \$50.00. In the event service to the User is terminated, either voluntarily by the User, or by the District for cause, the deposit shall be held and applied by the District to any unpaid balance then owing on the User's account. Should the account be fully paid at the time of termination of service to the User, the deposit shall be refunded by the District within a reasonable time thereafter.

The District 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 Users in the event of a water shortage; and may shut off water to a User who allows a connection or extension to be made off the User'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 Users, or in the event there is a shortage of water, the District may prorate the water available among the various Users 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 gardening purposes by particular 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 the Users, the District must first satisfy all of the needs of all Users for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all Users for both domestic and livestock purposes before supplying any water for garden purposes.

The User shall not put the meter behind a fence or a locked gate, the District shall have access to the meter at all times. The User shall also keep control of their animals, (such as dogs, cows, etc.) during any time the District shall work on or read the meter on a regular basis.

The User agrees to comply with the requirements of the Louisiana Department of Health and Hospitals that no other present or future source of water will be connected to any water lines served by the District's waterlines and will disconnect from the present water supply prior to connecting to and switching to the District's system and shall eliminate their present or future cross connections in the user's system. **Only one (1) dwelling place or place of use can be connected to each water meter with the following exception: LAC 51:XIV.411 and 609, Plumbing Fixtures and Water Supply and Distribution was amended on February 20, 2015 to include a waiver that is applicable to two units being connected to one meter only so long as neither poses a risk to the water distribution system.**

Effective July 16, 2015, the District adopted the Calcasieu Parish Police Jury's Ordinance bearing No. 6562, which amends Article Vii of Chapter 6 - Buildings, of the Code of Ordinances of the Parish of Calcasieu, Louisiana, to establish provisions for regulations relative to Cross-Connection Control (Backflow Prevention Policy). This Ordinance's Statement of Purpose is as follows:

- (a) to protect the public potable water supply for the customers of the water districts created by the Police Jury, from the possibility of contamination of pollution by preventing the backflow of contaminants and pollutants.
- (b) to promote the elimination or control of cross-connections, actual or potential, between a customer's internal water system, plumbing fixtures, industrial or commercial piping and the public water supply.

(c) to provide for a continuing "service protection" program of cross-connection control that will prevent the contamination or pollution of the public potable water supply.

(d) to provide for annual testing and maintenance of cross-connection and backflow prevention assemblies.

This ordinance pertains to customers who own, operate or occupy a building or property which has a water service from a public water system, or the owner of a private water system which is supplied from a public water system. This ordinance does not pertain to residential accounts unless: (1) the residence is also used as a home-based business or occupation that the water purveyor deems a potentially significant and high hazard to the public water supply; (2) the public water is used for landscape irrigation; or (3) a separate water service has been installed for landscape irrigation and other non-domestic purposes.

Water charges to the User shall commence on the date that the service is made available.

In the event of either of the below events, the User agrees to forfeit his/her deposit:

- a) In the event the User breaches this contract by refusing or failing, without just cause as determined by the Board of Commissioners, to connect his/her service line to the District's distribution system as set forth above, and/or
- b) Refusing or failing, without just cause as determined by the Board of Commissioners, to pay monthly water rate as established by the District.

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

1. Nonpayment prior to or on established due date will be subject to a penalty of ten percent (10%) of the delinquent account.
2. Nonpayment prior to or on established disconnect date will result in the water being shut off from the User's property.
3. In the event it becomes necessary for the District to shut off the water from a User's property, a fee of Fifty and No/100 (\$50) Dollars will be charged for a reconnection of the service. In the event User possesses multiple accounts, all accounts will be disconnected for non-payment of a singular account and be subject to the reconnection fee.

The Tamper Policy adopted on January 8, 2014 is summarized as follows: Tampering with or stealing services from a utility is unlawful and such utilities are protected by State Law (R.S. 14:67.6). If tampering occurs, a tampering fee of \$150.00 per incident will be assessed to the account holder. The actual cost of any materials that are damaged due to tampering and an hourly rate of \$20.00 for operator time will be assessed. Tampering includes damaging, disturbing or interfering with pipe, water meters, locks, valves, cut-offs, curb stops, and other property belonging to District. This includes, but is not limited to, the misappropriation of water supplied by District after service has been stopped.

User further declares that he/she has read this instrument and understands its contents and that he/she has voluntarily executed same, and that no representations of any sort have been made to him/her in respect to any of the matters and things therein set forth.

IN WITNESS WHEREOF, we have executed this agreement this _____ day of _____, 2023.

WATERWORKS DISTRICT NO. 14, WARD 5, CALCASIEU PARISH, LOUISIANA

Commissioner/Employee

ATTEST:

User

Driver's License Number

Last 4 digits of Social Security Number

Date of Birth

Spouse's Name

Employer or source of income

Below is a list of plumbing profiles which will require the appropriate backflow prevention devices or methods of containment/isolation. Please circle all of the plumbing profiles that currently exist on your premises.

Air Gap Method Required	Reduced Pressure Principal Backflow Prevention	Vacuum Breaker Assembly Device Required
Fire Protection/Sprinkler Systems utilizing non-potable water as an alternative or primary source of water	Car Wash	Irrigation/Lawn Sprinkler System
Private Well	Fire Protection/Sprinkler Systems using anti-freeze	Double Check Valve Assembly Device Required
Swimming Pool, Spa, Hot Tub	Irrigation/Lawn Sprinkler System with Fertilizer Injection	Fire Protection/Sprinkler System (a detector type double check valve is recommended on unmetered fire lines)
Cooling Tower	Radiator Shops	Multiple Residential Dwelling Units served by a master meter
Chemical Tank	Commercial Pesticide/Herbicide Application	Multistoried Office/Commercial Building
Commercial Dishwasher in commercial establishment	Photo/X-ray/Film Processing Laboratories	
Baptismal Font	Multiple Commercial Units served by a master meter	
Animal Watering Trough(s)	Any type of occupancy type or any other facility having one or more Single-walled Heat Exchangers or Double-walled Heat Exchangers which uses any chemical additive, or corrosion inhibitor, etc., in the heating/cooling medium	
Agricultural Chemical Mixing Tank	Premises where access/entry is prohibited	
Water Hauling Tank(s)		

Ethnicity: (Please Y one)

Hispanic or Latino _____
Not Hispanic or Latino _____

Race: (Please Y one)

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

Gender: (Please Y one)

Male _____
Female _____

In accordance with Title VI of the Civil Rights Act, 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.



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FOR OFFICE USE ONLY

Customer No _____ Location No _____ Meter No _____

Security Deposit \$ _____ Installation/Connection Fee \$ _____ Date _____

Backflow Required: _____ Other Fees _____

Memo _____
