

# North DeSoto Water System

2730 HWY 171 Stonewall, LA 71078

email: ndws@bellsouth.net

318-925-2940



## Water Users Agreement

MEMBERSHIP FEE \$50.00 REFUNDABLE LESS FINAL BILL / INSTALLATION FEE NOT REFUNDABLE

This agreement, between NORTH DESOTO WATER SYSTEM, INC., a non-profit corporation, hereafter called the Association, and

\_\_\_\_\_ A member of the Association hereinafter called the Member.

\_\_\_\_\_ Address (Billing Address if different)

Whereas the member desires to purchase to purchase water from the Association, and to enter into 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:

The Association shall furnish, subject of the limitations set out in rules and regulations and bylaws and those hereinafter provided for , such quantity of water as the member may desire in connection with his occupancy of the following described property: The member hereby grants the Association, its successors of assigns, a perpetual-easement in, over, under and upon above described land with the right to erect, construct, install, and lay, and thereafter use-operate and inspect, repair, maintain, replace, and remove water pipelines and appurtenant facilities, together with the right of ingress and egress over adjacent land for the purpose mentioned above. The width of said easement shall be not less than 10 feet from the road right-of-way. The member 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. Th service line shall connect with the distribution system of the Association at the nearest place of desired use by the member, provided the association has determined in advance that the system is of sufficient capacity to permit delivery of water at that point.

The member agrees to pay for water at such rates, time and place as shall be determined by the Association and agrees to the penalties for noncompliance with the above as set out in the current rules and regulations. The Association shall purchase and install cutoff valve and may also include a water meter in each service. The Association shall have an inclusive right to use such cutoff valve and water meter. The Association shall have final jurisdiction in any question of location of any service line connection to its distribution system, shall determine the allocation of water to members in the event of water shortage; may shut off water to a member who allows a connection or extension to be made to his service line for the purpose of supplying water to another user. In the event the total water supply shall be inefficient to meet all 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, provided that, if at any time the total water supply shall be insufficient to meet all the needs of 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 water for garden purposes.

The member 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 line served by the Association's water lines and will disconnect from his present water supply prior to connecting to and switching to the Association's system.

The member shall connect his service lines to the Association's system on the date that the water is made available to the member by the Association. Water charges to the member shall commence on the date that the service is made available.

The Board of Directors shall have the authority to sell the membership of any member in the event of nonpayment of any charges of the assessment owing by said member within thirty (30) days after demand for payment by mail, properly addressed to such delinquent members. The proceeds of any sale of membership over and above the amount due the Association, shall be paid to the delinquent member. In lieu of such sale of membership, the Board of Directors may purchase the membership on behalf of the Association at a price determined by the Board to be fair value of the membership, provided that in the event of either a sale of the membership or the purchase thereof by the Association the proceeds shall be first applied to the payment of any indebtedness due the Association by the delinquent member. In the event the member shall breach this contract by (1) refusing or failing, without just cause, to connect his service line to the Association's distribution systems set forth above, or (2) refusing or failing, without just cause, to pay minimum monthly water rate as established by the Association, upon the occurrence of either said events the member agrees to forfeit his membership (connection) fee.

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

- \* Nonpayment on the due date will be subject to a penalty of ten percent of delinquent account.
- \* Nonpayment within (10) days from the due date will result in the water being shut off from customer's property.
- \* In the event it becomes necessary for the Association to shut off the water from a customer's property, a fee of \$35.00 will be charged for reconnection of the service.

In witness whereof, we have hereunto executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

In duplicate of original.

Installation fee: \$15.00    \$100.00    \$700.00 (¾") \$900.00 (1")

Membership fee: \$50.00

Amount paid:    \$65.00    \$150.00    \$750.00 (\$1000.00 / bore) (¾) \$725.00 (\$1025.00 / bore) (1")

Payment Type:    Check    CC    Money Order

Employment: \_\_\_\_\_

Driver's License: \_\_\_\_\_

Contact Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

\_\_\_\_\_  
Member Signature

**NORTH DESOTO WATER SYSTEM**  
2730 Hwy 171  
Stonewall, LA 71078  
(318) 925-2940

**NEW CUSTOMER INFORMATION:**

Bills are mailed or e-billed the 1st of the month, and are due on the 15th of that month. All bills paid on or before the 15th, pay the net amount. Bills paid after the 15th, pay the gross amount. If you have not received your bill by the 10th of the month please call the office for amount due. Our office has a drop box located in the door facing Hwy 171 for your convenience.

Bills must be paid by the 24th or water service will be disconnected on the 25th or the next business day. If payment is not received by the 24th a \$50.00 processing fee will be applied to your account on the 25th.

Once payment is made on disconnected account, service will be restored by end of work next business day.

If service has been disconnected and the lock is cut, removed or otherwise damaged by anyone other than NDWS personnel, an additional \$50.00 charge for the lock or tab will be applied to your account and a report will be made with the Desoto Parish Sheriff's office. North Desoto Water System will decide whether to continue service with you or to remove the meter permanently.

**PLEASE REGISTER FOR OUR ALERT SYSTEM AT NDWS.US**

You may pay your bill online at: <https://northdesoto.epayub.com>

\*\*\*\* Automatic draft from your bank account available through the office free of charge.

\*\*\*\* **No cash payments accepted.** We do accept checks, money orders and debit or credit cards. However there is a 2.99% service charge for using a card.

**24 hour emergency number is 318-455-7279**

---

## **North DeSoto Water System Cross-Connection Service Agreement**

### **PURPOSE:**

**North DeSoto Water System** is responsible for protecting the drinking water supply from contamination or pollution which could result from improper private water distribution construction or configuration. The purpose of this service agreement is to notify each customer of the restrictions which are in place to provide this protection. The utility enforces these restrictions to ensure public health and welfare. Each customer must sign this agreement before North DeSoto Water System begins service. In addition, when service to an existing connection has been suspended or terminated, the water system will not re-establish service unless it has a signed copy of this agreement.

### **RESTRICTIONS:**

The following unacceptable practices are prohibited by State regulations:

- A. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate backflow prevention device.
- B. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap or reduced pressure-zone backflow prevention device.
- C. No connection which allows water to be returned to the public drinking water supply shall be permitted.

### **SERVICE AGREEMENT:**

The following are the terms of the service agreement between **North DeSoto Water System** and the customer.

- A. The Water system will maintain a copy of this agreement as long as the customer and/or the premises is connected to the water system.
  - B. The customer shall allow their property to be inspected for possible cross-connections and other potential contamination hazards. These inspections shall be conducted by the water system or its designated agent prior to initiating new water service or at any time North DeSoto Water System sees fit.
  - C. The water system shall notify the customer in writing of any cross-connection or other potential contamination hazard which has been identified during the initial inspection or the periodic re-inspection.
  - D. The customer shall immediately remove or adequately isolate any potential cross-connections or other potential contamination hazards on their premises.
  - E. The customer shall, at his/her expense, properly install, test, and maintain any backflow prevention device required by the water system. Copies of all testing and maintenance records shall be provided to the water system.
-

**ENFORCEMENT:**

If the customer fails to comply with the terms of the Service Agreement, North DeSoto Water System shall, at its option, either terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to the customer.

CUSTOMER SIGNATURE: \_\_\_\_\_

PRINT CUSTOMER'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_

---

North Desoto Water System  
2730 Hwy. 171, STONEWALL, LA 71078

## ACH Bank Draft Payments Sign-Up Form

### CUSTOMER INFORMATION

**Name:** \_\_\_\_\_

**Account No:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

**Phone No:** \_\_\_\_\_

### FINANCIAL INSTITUTION INFORMATION

**Bank Name:** \_\_\_\_\_

**Bank Routing/Transit No:** \_\_\_\_\_

**Name on Account:** \_\_\_\_\_

**Account Type (check one):**     CHECKING     SAVINGS

**Account No:** \_\_\_\_\_

I certify that the information above is correct, that I am an authorized signer or designate of the account provided for ACH transactions, and that I am authorized to provide this information.

I authorize North Desoto Water System to deduct my utility payments from this bank account via Electronic Fund Transfer. I understand sending a written notification to North Desoto Water System will revoke this authorization.

North Desoto Water System reserves the right to cancel Electronic Fund Transfers due to insufficient funds without notice.

\_\_\_\_\_  
Print Authorized Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date