

**GREATER BAR WATER DISTRICT
WATER USERS AGREEMENT**

OWNER'S NAME: _____

TELEPHONE: _____

PROPERTY (SERVICE) ADDRESS: _____

MAILING ADDRESS: _____

EMAIL: _____

This agreement entered into between the GREATER BAR WATER DISTRICT, a nonprofit municipal corporation, herein called the "District," and _____, Owner(s) of the above property, hereinafter called "Owner".

WITNESSETH

Whereas, the Owner desires to purchase water from the District and to enter into a Water Users Agreement as required by the Resolutions of the District Commissioners.

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. The District shall furnish, subject to the limitations set out in its Resolutions, Rules and Regulations now in force or as hereafter amended or adopted, such quantity of water as Owner may desire for the following legally described property:

Parcel #

2. The Owner agrees to comply with and be bound by the Articles, Resolutions, Rules and Regulations of the District, now in force, or as hereafter duly and legally supplemented, amended, or changed.
3. No property owner within the District's water service area shall be entitled to receive water unless they are an Owner thereof and shall have paid all fees and charges currently owing to the District.
4. The private service line(s), where available, shall connect with the District's distribution system at the nearest place of desired use by the Owner as agreed by the District. The District shall have final authority in any question of location of any service line connection to its distribution system.
5. Except where amended or modified by a separate written agreement between the Owner and the District, Owner's requesting new water service from the District shall comply with the following:
 - a. Owner agrees to pay, **all costs associated** with the installation of a new water service. This includes but is not limited to: Engineering, permits, locates, pavement cutting, and repaving, excavation and fill, pipe tapping, meter and backflow vaults, and all other appurtenances. **These costs are yet to be determined.** After the payment of the Water Service System Development Charge noted in 5f is paid, cost determination will begin. Once a cost estimate is made then the amount will be forwarded from the Customer to the GBWD for deposit into a designated non-interest-bearing construction account for this parcel. If there are additional costs, then the Customer will be notified to forward further funds to the GBWD for construction completion. All unused funds will be refunded to the Customer upon completion. All the above materials will become the property of the GBWD.

- b. The owner will use all materials for such construction and water connection as specified by the GBWD and or its designated Engineering firm instructions.
- c. All work will be approved in advance by the GBWD's Engineering firm.
- d. The District shall have exclusive use of all shutoff valves, water meter, and back flow devices. The Owner shall not tamper with the District's water metering equipment or shutoff valves and the Owner shall be held responsible for any damages to said equipment including the payment of costs incurred to repair or replace.
- e. Owner shall install and maintain, at the Owner's expense, a service line which shall begin at the District's meter back flow vault and extend to the place of use. It is recommended that the owner install a winter proof shut off valve on the private side of the service line for future customer use.
- f. In addition to costs identified above, Owner shall pay an initial Water Service System Development Charge of _____ for water service. Owner agrees to pay this development charge as a single up front, non-refundable payment. Failure to pay the System Development Charge when due shall be deemed a violation of this Agreement, entitling the District to its remedies set forth herein including the termination of domestic water service to the Owner's property. The current System Development Charge is:
 - 1" meter service: \$1500.00
 - 2" meter service: \$2500.00
 - 3" meter service: \$3500.00
 - 4" meter service: \$4500.00
- g. In addition to the above development charge there may be a DWSRF connection charge. This charge is an escalating charge that increases each month. This charge is only for meter connections installed during the Emergency or Phases 2 and 4 of the consolidation project. The current DWSRF per ERU connection fee for August 2019 is \$2,200.00. **This charge is applicable to this application. YES: _____, NO: _____**

- 6. Owner hereby grants the District a permanent easement, allowing ingress and egress to access Owner's property, to install and maintain shut-off valve(s), water meter and appurtenances at or near the property line.
- 7. Owner agrees that no other present or future source of water will be connected to any water lines served by the District's water lines. The Owner(s) also agrees to disconnect from any present water supply prior to connecting to and switching to the District's system and shall eliminate any present and shall prevent any future cross-connections in the Owner's system.
- 8. Owner agrees to use water service provided by the District's water system for purposes only consistent with residential or business use.
- 9. Owner agrees that the water service provided herein shall be for the benefit of Owner's premises or those in lawful possession of Owner's premises, and Owner agrees to not sub-meter, resell or extend from one tract to another, said water without specific written approval of the District.
- 10. In the event the total water supply shall be insufficient to meet all the needs of the Owners, or in the event there is a shortage of water, the District may prorate the water available among the various Owners on such basis as is deemed equitable by the Board of Commissioners including but not limited to prescribing a schedule of hours or otherwise limiting the use of the water supply.
- 11. Owner agrees to pay for water service provided by the District and utilized by Owner and/or those in lawful possession of Owner's premises 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 in the District's Resolutions, Rules and Regulations, and this agreement or which may be hereafter adopted and imposed by the District. Owner is ultimately responsible for payment of any amount due and will continue to be responsible for all charges in the event the property being supplied

water is sold or otherwise vacated, until the District has been officially notified of any change in ownership and the new property owner has entered into a Water Users Agreement with the District.

12. The monthly water rate and other assessments to be charged each Owner will be set by the District's Board of Commissioners at a regular or special meeting in accordance with the law. The current water rate assessment is \$68.00 per month per ERU (equivalent residential unit).
 - a. From May 15 to October 15 the amount set per ERU is \$68.00 for 5000 cubic feet of water per month, with an overage charge of \$2.00 per 100 cubic feet over the base amount.
 - b. From October 15 to May 15 the amount set per ERU is \$68.00 for 2000 cubic feet of water per month, with an overage charge of \$2.00 per 100 cubic feet over the base amount. For connections with multiple ERU's the overage will be charged after the multiplier factor has been applied.

13. Water charges to the Owner shall commence on the date water service is made available, regardless of whether any water is used during any given month or whether the Owner connects to the system. All water payments are currently billed by the PUD No 1 of Douglas County. The failure of the Owner to pay water charges duly imposed shall result in the automatic imposition of the following penalties:
 - a. Non-payment within thirty (30) days from the billing date will be subject to a penalty of ten percent of the delinquent account.
 - b. Non-payment after thirty (30) days from the due date will result in the water being shut off from the Owner's property and a \$50.00 disconnection fee will be assessed. A reconnection fee of \$50.00 plus any delinquent charges, fees, or assessments must be paid before water service will be restored.

14. In an emergency situation, at the discretion of the District, water service may be shut-off immediately in order to protect the public health. It is also understood and agreed that the District shall have the right to terminate water service to any Owner who has violated any term or condition of this Agreement, the District's Resolutions, Rules and Regulations. In the event legal action is required and commenced between the parties to this agreement to enforce the terms and conditions herein, the substantially prevailing party shall be entitled to reimbursement of all its costs and expenses including but not limited to reasonable attorney's fees as determined by the Court.

IN WITNESS WHEREOF, we have executed this agreement this ____ day of _____, 20____.

GREATER BAR WATER DISTRICT

Commissioner

Owner

Commissioner

Owner

Commissioner