

# Prairie Land Water Association, Inc.

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## SEWER USERS AGREEMENT

This agreement entered into between the Prairie Land Water Association, Inc., hereinafter called the "Association" and

(Name): \_\_\_\_\_, member of the Association, hereinafter called "Member."

Whereas required, the Member desires to discharge sewerage to the Association and enter into a sewer user's 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 by the parties hereto as follows. The Association shall make all necessary attempts to furnish, and the Member shall pay for, sewer service provided to the User at the following address:

Service Address: \_\_\_\_\_

The Member agrees to grant to the Association, 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 & sewer pipelines and appurtenant facilities, together with the right to utilize adjoining lands to the Member for the purpose of ingress to and egress from the above-described lands.

The Member agrees to pay for sewer service as well as any fees, charges for service or deposits which are payable to the Association. The charge for service will begin on the date service is made available to the control valve (curb stop) and sewer connection, whether or not the User actually makes use of the service. Member is aware and agrees that failure to pay for the service in the amount and time required by the Association will result in notification to water provider and disconnection of water supply as agreed to by water provider and user, and/or a lien against the property being filed and/or suit by Prairie Land Water Association, Inc.

The Member agrees to pay all costs directly or indirectly related to the construction of the sewer service in new construction areas. The Member shall pay any application deposit or hook-up fee to the Association prior to any service connection. The fees shall be as per Association's Rules and Regulations.

The Member agrees to comply with the requirements of the Mississippi Department of Public Health and any other lawful authorities and regulatory agencies. The Member agrees to install all new services per the Associations most current policies and specifications.

The Member agrees to keep from harm all necessary metering, backflow, and all other appurtenances supplied by the Association. The Member agrees that such appurtenances will be installed by a certified plumber and adhere to the State of Mississippi Plumbing codes. The User agrees that all such appurtenances supplied by the Association are owned, operated, and maintained by the Association. The Member agrees to keep all metering back flow and other appurtenances in a place they will be out of danger from freezing or tampering. The Member also agrees that if such metering, backflow and other appurtenances are found to be tampered with, damaged or to have frozen, and the Member will be responsible for the charges to replace such appurtenances. If the meter fails to register water it is the Member's responsibility to contact the Association in a timely manner, for the Member's Association to make any necessary repairs to the water meter. The Association will also have the authority to estimate water usage that has not been billed due to the malfunctioning meter and make proper adjustments to the Member's Sewer bill. The Association will install the sewer tap and any required appurtenances.

The Sewer service if installed to the Associations specifications shall become the property of the Associations from the Sewer main to the Member's property line. The Association is responsible for the cost of maintenance, repair and if necessary replacement of this portion of the Sewer service line. The Sewer service from the property line to the building/home is the responsibility of the property owner, all maintenance, repair and if necessary replacement of the Sewer service.

The Association has the authority to have the Member sewer service repaired, if leaking has infiltration or is no longer functional and the Member does not repair the line and any appurtenances within a reasonable time, as determined by the Association, after notification by the Association. The Member will be responsible for the repair expenses. If the Member does not pay the Contractor for the repair expenses, the Association will reimburse the Contractor for the repair expenses and these expenses will be added to the Member's water monthly billings.

The Member is responsible for the sewer service from the sewer main to the building/home. The Member is responsible for the costs of maintenance, repair and if necessary replacement of the sewer service for the sewer main to the building/home.

The Member will make all necessary arrangements for the construction of the Sewer service lines from the mains or User's property line to the building/home. The Member agrees that the cost of installation of the service lines from the mains to the building/home will be the full responsibility and expense of the User. The Member and the Association shall jointly determine the proper location of the Sewer Stub termination location, which should not be placed in a driveway if possible.

All other terms and conditions relating to the service lines shall be held in compliance with all state and federal Agencies, bylaws and policies of the Association. The Member agrees that the Association will be the exclusive provider of sewer service to the property.

The Member agrees that with this agreement, the terms and provisions of the Association By-laws, Rules and Regulations now existing and ad hereinafter amended and adopted shall constitute a contract between the User and the Association, and both Parties are bound by such contract as fully as though each had individually signed a separate instrument containing such terms and provisions.

IN WITNESS WHEREOF, we have executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_