WATER USER AGREEMENT

(1/1/2022 Version)

This Agreement is made between the EAST CENTRAL REGIONAL WATER

DISTRICT, a North Dakota Political Subdivision, hereinafter called "the district”

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** a member of the District, hereinafter called "the Member".

WITNESSETH:

WHEREAS, the Member desires to purchase water from the district and to enter into this Water Users Agreement:

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, it is hereby agreed as follows:

1. Subject to the limitations set out in District's Rules and Regulations, District's Bylaws, and agreements hereinafter provided, the District shall furnish such quantities of water that the Member desires in connection with Member's occupancy of the following described real property, to-

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. The Member hereby grants the District, its successors or 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, meters and appurtenant facilities, together with the right of ingress and egress over adjacent land and into dwellings and any facilities for the purpose mentioned above.
2. The Member shall install and maintain, at member’s own expense, a one inch service line, which shall be of such quality and manufacture standards to meet or exceed Poly pipe ratings of SDR7 or SDR 9 with a minimum of 160 PSI burst rating. No PEX tubing can be used in service line installations. The service line shall be connected to a curb stop of the District’s distribution system, and such curb stop shall be located, 45 feet or more, from the foundation of the Member’s dwelling or building where the meter will be installed. The meter shall be placed indoors, in a readily accessible location within a heated room. Member remains responsible for any non-compliance, or installation errors, and repairs of any leaks or breach of the service line, so long as Member is using District’s membership privileges. Failure of Member to repair the leaks or replace, or cure non-compliant installation shall give the District,, after written notice to Member to correct any such defects, the right to shut off the water supply to the premises, until corrective action is taken or arranged to the satisfaction of the District.. This standard-of-care obligation owed by Member to District, is applicable to any installation, repair or failure to maintain, or update of the service line, which service line begins at the pipeline curb stop and extends to the meter.

The District must determine, in advance, that the system has sufficient capacity to permit delivery of water at the curb stop. (See back page for any writing stipulation that may affect delivery and amount of water used.)

1. The Member agrees to pay for water at such rates, time and place as shall be determined by the District, and agrees to any and all penalties for non-compliance according to the Rules and Regulations now in force and hereafter promulgated by the District.
2. The Membership Fee shall be applied by the District to the payment of the account of the Member should service to the Member be terminated, either voluntarily by the Member or involuntarily by the District, or the Members account is past due and remains unpaid. Should the account be fully paid at the time of the termination of service to the Member, the Membership shall be in good standing and transferable to the new property owner.
3. The District shall purchase and include a water meter in each service. The District shall have Exclusive right to use any curb stop and water meter connected to the District's mains, along with ingress and egress to the meter. The meter must be installed in a frost-free environment and placed in an accessible area so the District can maintain and read the meter.
4. The District and the Member agree that the District (a) shall have final jurisdiction in any question of location connection to its distribution system; (b) shall determine the allocation of water to Members in the event of a water shortage; (c)may shut off water to Members who allow a connection or extension to be made to his service line for the purpose of supplying water to another Member; (d) in the event the total water supply shall be insufficient to meet all of the projected needs of all Members for domestic purposes, or in the event there is a shortage of water, the District may prorate the water available among the various Members on such basis as is determined equitable by the Board of Directors; (e) the District may also prescribe a schedule of hours covering the use of water for garden and lawn purposes at any time the total water supply shall be deemed insufficient to meet the domestic needs of its Members; (f) all monthly charges are due within fifteen(lS) days of transmittal of a monthly statement to a Member, and the District's does not intend to extend credit beyond the transmittal date; and (g) the District has reserved unto itself the right to amend, modify and adopt District rules and regulations deemed necessary to carry out the delivery of water to its members.
5. The Member agrees to comply with the North Dakota State Health Department requirement providing that no other present or future source of water be connected to any District water lines while being served by the District. The Member agrees to disconnect from such water supply prior to connecting to and switching to the District's system.
6. The membership fee is One Thousand Dollars ($1,000.00) and shall be paid before any connection is made to the District's supply line. Membership or membership fees shall not be assigned, conveyed or transferred without the prior approval of the District, and only when the Members account is not past due and is in good standing and is otherwise subject to any special requirement deemed necessary, is the sole discretion of the Board of Directors of the District.
7. The Member agrees to connect his service lines to the District's distribution and water line system, and acknowledges that water charges shall be assessed to the Member commencing with the date the membership fee is paid, irrespective of whether the Member uses said water service.
8. Members shall have breached this agreement by: (a) agreeing to accept water and service from another source: (b) refusing or failing, without just cause, to connect Members service line in the District's distribution system as required above; or (c) refusing or failing to cure any default or breach of District's rules, regulations, bylaws or the terms of this Agreement.
9. It is expressly understood and agreed by the parties hereto that the District, in order to supply water to a Member, has incurred a substantial expense in bringing a main supply line to Member's location, and a breach by the member as set forth above would cause serious and substantial damage and long-term loss to the District. Furthermore, at this time, damages in the event of breach are incapable or, at best, very difficult to accurately estimate. The parties hereto agree and acknowledge that in an attempt to make a reasonable forecast of actual loss, the liquidated damage's amount below is reasonable and is not disproportionate in damages expected. The parties hereto wish to fix the compensation and thereby eliminate expenses for both parties in trying to determine and estimate damages caused by a Member's breach of this agreement, District rules, regulations or bylaws. Thus, upon the occurrence of any of above acts which breach this Agreement, the Member agrees to pay to the District a lump sum of Five Thousand Dollars ($5,000) as and for liquidates damages.
10. Member agrees that in the event Member fails to pay water charges duly imposed and billed, the following penalties may be automatically imposed:
    1. Non-payment within fifteen (15) days from billing and due date will subject the outstanding account to a late payment of Ten Percent (10%} of the delinquent account.
    2. Non-Payment with forty (40} days from billing and due date will result in the Member being required to pay in full the delinquent account, plus any current charges. Failure by a Member to pay in full all amounts then due will entitle the District to shut off all services to the Member property.
    3. In the event it becomes necessary for the District to shut off the water service to the Member, or cause an employee to appear for shut off, an additional fee of One Hundred Dollars ($100.00) will be charges and must be paid prior to reconnection or avoiding an employee's shut-off directive.
11. This agreement shall be binding upon the heirs, successors and assigns of the parties hereto. Time is deemed to be of the essence of this Agreement.
12. Each dwelling must pay a hook-up fee. Also, each dwelling must have a separate meter, including mobile homes moved onto a farmstead where there is one membership and pay a minimum charge each month for each dwelling.

Stipulations of Service:

IN WITNESS WHEREOF, we have hereunto executed this Agreement in duplicate

this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_.

EAST CENTRAL REGIONAL WATER DISTRICT

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Its President

ATTEST:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Secretary

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

MEMBER

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Member