

1 day on revision

**WEST WARREN-WARREN WATER IMPROVEMENT DISTRICT  
WATER USERS AGREEMENT**

This agreement entered into between the West Warren and Warren Water Improvement District a nonprofit corporation, hereinafter called the "District" and member (s) of the District, hereinafter called "member".

**WITNESSETH**

Whereas, the Member 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 Member may desire in connections with Member's occupancy of the property at:

Service Located at 2230 North 6700 West - Warren  
(Address) (Area)

The mailing address of the member being 3489 W Pioneer Rd  
Ogden Utah 84404  
(City and State) (Zip Code)

The Member shall install and maintain at the Members expense a service line, which shall begin at the 5/8 X 3/4 meter, installed by the District in the street and extend to the dwelling or place of use. The meter shall be connected with the distribution system by the District with 3/4 or 1-inch pipe at the nearest place of desired use by the Member. The use of a larger meter and service line may be permitted when so authorized by the District.

The Member 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 member also agrees to pay for and agrees to the imposition of such penalties for noncompliance as are now set in the District's Bylaws and Rules and Regulations, or Which may be hereafter adopted and imposed by the District.

The member agrees to pay a connection fee set by the Board as follows:

- (1) Members signing this agreement shall pay a connection fee of NA, the total amount of which shall be due and payable at the time this agreement is signed.
- (2) Developers of residential or industrial subdivisions shall furnish and install at their own expense, all distribution systems and service materials within their developments (except water meters shall be furnished by the District) and pay to the District a connections fee of NA per each service payable at the time this agreement is signed for each meter installation.
- (3) Owners of rental properties shall be responsible for the payment of the monthly billing to the water district.

The district shall have final authority in any questions 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; and may shut off water to a Member who allows a connection or extension to be made of the member'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 Members, 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 deemed equitable by the Board of Directors, and may also prescribe a schedule of hours covering use of water for garden purposes by particular Members and require adherence thereto or prohibit the use of water for garden purposes; provide that, if at any time the total water supply shall be insufficient to meet all of the needs of all of the members, the District 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 any water for garden purposes.

The member agrees that no other present or future source of water will be connected to any waterlines 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 member's system.

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

- (1) Any Member's account with a balance of \$100.00 or more will be subject to immediate water service termination from the customer's property.
- (2) Notice of intent to shut off water service will be sent to customers. The notice will give the customer ten days from the date the notice was sent to either pay the amount due or arrange a hearing with the Water District Board Chairman to discuss terms of payment.

(3) In the event it becomes necessary for the District to shut off the water from the Member's property, a fee set by the corporation in its rate schedule will be charged for a reconnection of the service.

(4) Non payment of any amount owing shall become a lien on the property and will be enforceable by law.

The Member agrees that in the event he transfers legal title to his property, he will give written notice of such transfer to the Water District and until such notice is given he further agrees that his liability hereunder shall continue in full force and effect.

The Member agrees that in the event legal action is required by the Water District to enforce this agreement, he agrees to pay all costs including a reasonable attorney's fee to the Water District.

IN WITNESS WHEREOF, we have executed this agreement this 18<sup>th</sup>

day of March, 2019

West Warren and Warren Water Improvement District

Seal and Attest:

By Melissa Murray Clerk  
(Title)

X Member [Signature]  
X Member Bridget Anderson

Connection Fee Paid:  Yes     No