



Water User Agreement
APPROVED BY THE BOARD OF DIRECTORS
 Affirm/Date: May 23, 2019

One Agreement Per Subscription Type		
TYPE	Select Type of Water Tap	
Primary Subscription	<input type="checkbox"/>	
Accessory Subscription	<input type="checkbox"/>	
	Residential <input type="checkbox"/>	Commercial <input type="checkbox"/>
Type I Standard	Max of 3 dwelling units	3/4" Inch
Type II	4 to 6 dwelling units	1" Inch
Type III	TBD by LPWWA	1 1/2" Inches
Type IV	TBD by LPWWA	2" Inches
Type V	TBD by LPWWA	3" Inches
Type VI	TBD by LPWWA	4" Inches

Contact Information Please Print	Street, City, State, Zip or if vacant land, write: "Vacant land TBD"
Subscriber(s) Name(s):	
Address of Service location	
Billing/Mailing Address:	
Phone Number: Cell	
Phone Number: Home	
Phone Number: Work	
Email Address:	

This Water User Agreement (“Agreement”) is entered into between La Plata West Water Authority, a non-profit governmental entity, hereinafter called the “Authority” and the person or persons named as Subscriber(s) above, which shall be called the “Subscriber(s)”.

WITNESSETH:

WHEREAS, the Subscriber desires to purchase water from the Authority and enter into this Agreement as required by the By-Laws of the Authority.

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 Authority will furnish, subject to limitations set out in the Agreement and in its By-Laws and Rules and Regulations, as amended from time to time, such quantity of water as Subscriber may desire in connection with Subscriber’s ownership of the property with the service address entered above.

The Subscriber shall comply with and be bound by and subject to this Agreement, the Formation Agreement, By-Laws, and Rules and Regulations of the Authority, as the same may be hereafter amended or changed. The Subscriber shall agree to pay for water at such rates, time, and place as determined by the Authority, and agrees to the imposition of penalties for noncompliance, as specified in the Authority’s By-Laws and Rules and Regulations, or as the same may be hereafter amended, adopted, or imposed by the Authority.

If requested by the Authority, the Subscriber shall allow the Authority, its contractors, or agents, to conduct surveys, including, but not limited to, environmental and cultural surveys, associated with the proposed easement areas, as required for funding of the domestic water system. The Subscriber can request an arranged appointment/schedule to accommodate tenants/livestock or other variables that might otherwise limit the Authority, its contractors, and/or authorized agents to access your property.

If requested by the Authority, the Subscriber shall grant to the Authority, its successors and assigns, a perpetual easement thirty (30) feet in width or as described in a separate easement agreement over, under, and upon land owned or controlled by the Subscriber (whether now owned or controlled or hereafter acquired) at the location of proposed or existing water pipelines with the right to use, locate, operate, inspect, repair, maintain, replace, update, and remove (all in accordance with industry standards) water pipelines and appurtenances. Upon request by the Authority, the Subscriber shall execute documents required by the Authority to memorialize said conveyance. Further, this Agreement shall be considered sufficient evidence of the easement(s) granted and may be recorded as such. The Subscriber shall also, upon request of the Authority, furnish agreements from any lienholder(s) on the subject properties, subordinating and/or consenting to the aforementioned easement(s). If consent for surveys and/or an easement is refused, the Authority reserves the right to deny this application, revoke the subscription identified herein, or pursue any and all legal remedies, including, but not limited to, a mandatory injunction

The Subscriber shall install and maintain at their own expense a service line that shall begin at the Meter Pit and extend to the dwelling or place of use. The Subscriber's service line shall connect with the distribution system of the Authority at the nearest place of desired use by the Subscriber, provided the Authority has determined in advance that the system has sufficient capacity to provide delivery of water to that point. The Authority will have sole discretion in determining the location of service line connections to its distribution system.

The Authority shall be awarded its reasonable attorney fees and costs for any action taken or defended related to this Agreement, enforcement of By-Laws and Rules and Regulations, subscribership, subscribership rights or obligations, non-payment, default, assessments or attempted transfers.

If the Board of Directors, by resolution, determines that the System or any portion thereof will not be constructed due to inability to adequately fund the System, affected payments and deposits will be refunded.

If you sell or transfer your property your deposits can be transferred and/or assigned. Once a meter is set within the meter pit for a particular subscription, the Subscription(s) and meter become appurtenant to the property and cannot be transferred or sold separately. A transfer fee is applicable.

Optional Payment Plan

The Authority will consider financing the Subscription Fee for Subscribers in Phase One that complete a loan application and execute a Water User Agreement on or before (date). This Optional Payment Plan will be interest free, when the Subscriber tenders timely payments to the Authority. In addition to paying the applicable Subscription Fee, those Subscribers electing the Optional Payment Plan will be required to pay the for the following:

- Set-up Fee (one time)-Recoding and release fees
- Handling/transaction fee for each payment
- Principal

Please see applicable Rate Schedule attached to Addenda of the LPWWA Rules and Regulations. All Rules & Regulations apply. Payment rates, set-up fees and handling fees will be listed with in the rate schedule. All payments and fees are non-refundable once LPWWA begins the Final Design Phase of the Project. If LPWWA has not begun working on the Final Design, a Subscriber utilizing the Optional Payment Plan may submit a written request for a refund of only the Principal payment. LPWWA will either notify the Subscriber at time of application (if known at that time) or send Notice of Final Design to your last known mailing address that LPWWA has on record.

Do you wish to participate in the Authority's Optional Payment Plan, please initial either Yes or No. If yes, LPWWA will supply you with a Rate Schedule and Loan Application to be filled out.

▪ Yes _____ No _____

Please read and initial the following bulleted items:

- Tap ownership does not create a right to develop or subdivide, nor does it guarantee the issuance of a building permit. County land use regulations must be met and development proposals must be approved by the Board of County Commissioners.

▪ **Initial here**_____

- Existing permitted wells can continue to be used, according to the terms of the permit. If you choose to connect both your well and your tap to your house you will must install a backflow prevention system that complies with all provisions of the Authority Rules & Regulations 3.30 through 3.33, Cross-Connection Control Program.

▪ **Initial here**_____

- Per Colorado Division of Water Resource rules, future homes or subdivisions in the service area will be required to connect to the Authority's system, unless the Authority issues a Letter of Exemption authorizing a well to be drilled.

▪ **Initial here**_____

- Water provided from an Authority tap may be used to water a yard, garden, and for domestic animals. It will be the Subscriber(s) responsibility to pay for water volume used.

▪ **Initial here**_____

IN WITNESS, WHEREOF, both parties have executed this Agreement this date_____

Subscriber

Subscriber as Joint Tenant

President
La Plata West Water Authority

Secretary/Treasurer
La Plata West Water Authority

Please submit this application and remit your payment to:

La Plata West Water Authority
PO Box 631
Durango, CO 81302

Or call Mardi for an appointment for hand delivery. (970) 403-5790

For Office Use Only	
ACCOUNT NUMBER	
METER NUMBER	
PAYMENT PLAN SET-UP FEE	
RECORDING FEE	
PARCEL NUMBER	
SUBSCRIPTION FEE	
Check Number	
Check Amount	
DATE SIGNED	
Post Construction Costs	
Estimated Road Bore/Cut fee for Reserve up-grade to Primary Subscription	
Estimated Installation Fee for Reserve up-grade to Primary Subscription	