



Property Owner Membership Application

Membership/PPIN No.

Member/Voter No.

Account Number(s)

Member or C/O Name

Property Owner First Name

Initial

Last Name

SSN

Served Property Street Address

City

State

Zip

Bill Mailing Address

City

State

Zip

Owner Phone1 ☐

Owner Phone2 ☐

Owner Phone3 ☐

Owner Email1 ☐

Owner Email2 ☐

(☒ = Use for IRIS Alert)

Email Bill ☐

Driver's License State

License Number

DOB

Evidence of Ownership: County Records ☐ Deed ☐ Contract ☐ Other _____

Property Use: Residential ☐ Rental ☐ Commercial ☐ Other _____

The above information is true. The applicant understands that water service to all meters on the property may be cut off and membership in the North Lauderdale Water Association may be terminated if this account is not kept current with timely payments of all deposits, fees, rates, penalties, and damages in accordance with the Association by-laws and policies.

Membership is contingent upon signature of membership contract and right-of-way easement below, and payment of membership fee and other service set-up fees.

Property Owner Signature

Date Signed

Date water service to begin: _____

Staff Initial

Required Fees (nonrefundable)	Amount	Received (\$)	Staff Initial
<input type="checkbox"/> Membership	\$50	_____	_____
<input type="checkbox"/> New meter installation (5/8" – 1 1/2")	\$500	_____	_____
<input type="checkbox"/> New meter installation (2" and above)	At Cost	_____	_____
<input type="checkbox"/> New meter simple road bore	\$850	_____	_____
<input type="checkbox"/> New meter complex road bore (if required)	At Cost	_____	_____

Account Security Deposit (refundable)

<input type="checkbox"/> Member per meter	\$100	_____	_____
Received from _____			
<input type="checkbox"/> Renter per meter	\$150	_____	_____
Received from _____			

Monthly Service Individually Metered Rate

<input type="checkbox"/> 20-gpm service (5/8" meter)	\$28.00 for first 2,000 gallons
<input type="checkbox"/> 30-gpm service (3/4" meter)	\$37.00 for first 3,000 gallons
<input type="checkbox"/> 50-gpm service (1" meter)	\$55.00 for first 5,000 gallons
<input type="checkbox"/> 100-gpm service (1.5" meter)	\$100.00 for first 10,000 gallons
<input type="checkbox"/> 160-gpm service (2" or larger meter)	\$154.00 for first 16,000 gallons
<input type="checkbox"/> Additional water above included meter quota	\$9.00 per 1,000 gallons

Transient Service or Collectively Metered Rate

- ☐ \$10.00 per 1,000 gallons or as negotiated based on number of dwellings per meter.

NORTH LAUDERDALE WATER ASSOCIATION

MEMBERSHIP AND WATER SERVICE AGREEMENT

An agreement, between the North Lauderdale Water Association, Inc., a non-profit corporation, organized and existing under and by virtue of the laws of the State of Mississippi, hereinafter called the Association, and the undersigned property owner, hereinafter called the Member, requesting water service to

(served property address)

WHEREAS, the Member desires to purchase drinking water from the Association, and to enter into a water service 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:

An Association membership is required for water service and is attached to each parcel of real property served. A membership represents the right to water service and the fractional ownership of the Association based on cumulative water consumption patronage of all meters that have served that property. A person with one or more memberships (i.e., served properties) is a Member of the Association.

Per Association bylaws, a membership is transferred to subsequent owners of the property. When a member sells their served property, they must inform the Association. The membership will not be transferred to the new owner and he/she will not receive water service until the existing debts are paid up and accounts closed out.

Possession of one or more memberships entitles the Member to cast one vote in any election or matter brought before all Members, provided that the Member is current with respect to all water bills and other debts to the Association (i.e, is a Member in good standing).

The Member shall abide by the bylaws of the Association and by the policies promulgated by the Board of Directors as they are updated from time to time.

The Member shall install and maintain at his own expense a service line which shall begin at the water delivery point (i.e., meter) and extend to the dwelling and other portions of his premises.

Per health department regulations, every dwelling unit (structure with sleeping and kitchen facilities) must have its own meter. Individual residences must also be metered separately from commercial structures to be tax-exempt. The member may opt for a separate meter for agricultural or irrigation purposes, but this is not required for typical residential properties.

Any meter installed by the Association, regardless of installation fees and deposits, remains the property and maintenance responsibility of the Association.

Members and water users shall not cross-connect any pipes carrying Association water with any other public or private water system including wells, cisterns, septic or sewer systems, waste water or storm water systems, industrial process water, etc.

Members and water users shall not connect additional service lines or structures to a meter without approval from the Association Manager or Board.

Members and water users shall not otherwise damage or tamper with NLWA meters, lines, valves, or other equipment.

The Member shall pay non-refundable fees, refundable deposits, and water consumption rates as established and updated from time to time by the Board of Directors of the Association.

The Member will be billed on a monthly basis synchronized with other Members who are on the same billing cycle (i.e., who have meters in the same geographic area that are read at the same time of the month).

The Member is responsible to pay his/her monthly bills in full by the due date, regardless of whether a bill is physically received in the mail or not.

The Member will pay the Association at times and locations and by methods established by the Association.

The Member may choose to allow third parties to live on his/her served property as renters or occupants, but the Association membership for the property remains with the property owner Member. Membership is also required for the owner of multi-dwelling units such as apartment complexes, trailer parks, and recreational vehicle parks. The Member is always responsible to the Association for all water bills, water theft, and water system tampering and damage on his/her served property.

The Member may request that the Association send the monthly water bill to renters or occupants of the property instead, but that does not absolve the Member of ultimate responsibility for all fees, bills, penalties, and damages for Association water service.

The Member shall not resell NLWA water to third parties. This restriction does not prevent apartment and trailer park landlords from paying the water bills of their renters and then collecting reimbursement in rent payments.

The Association shall furnish, subject to the limitations hereinafter provided for, such quantity of drinking water as the Member may desire in connection with his occupancy of the described property.

The Association shall purchase and install a cut-off valve and a water meter for each point of service. Such cut-off valve and meter shall be installed at a point in the system designated by the Association, normally within the right-of-way and near the water distribution line.

The Association shall have full jurisdiction and final authority regarding placement of any meter and the location of any service line connection to its distribution system.

The Association shall maintain exclusive right to access and control any cut-off valves and water meters installed.

The Association shall determine the allocation of water to Members' properties in the event of a water shortage and have authority to impose rationing measures such as moratoriums on non-residential usage, restricted availability "water hours," and per capita monthly usage limits.

The Association may lock off any meter with an unpaid balance more than 30 days past due.

The Association may lock off all meters on a property if any of the water meters for that property are more than 60 days past due and there is no active payment plan.

The Association may pursue other legal remedies for past-due debt, water theft, and damage to property including but not limited to appropriating deposits, imposing penalty and tampering fees, disconnecting all services, terminating memberships, seeking judgments in Justice Court, and filing liens.

IN WITNESS WHEREOF, the undersigned hereby executes this agreement and affirms that:

He/she is the property owner and possessor of the deed to the parcel corresponding to the "served property address" described above and located in Lauderdale or Kemper County, Mississippi, having controlling interest in that property;

He/she is in compliance with the guidelines set forth by the Mississippi State Department of Health regarding onsite wastewater disposal.

Applicant/Property Owner Name

Signature

Date

Membership PPIN No.

Member Voter No.

STATE OF MISSISSIPPI, COUNTY OF LAUDERDALE

EASEMENT FOR WATER LINE

The undersigned affirms that he/she is the property owner and possessor of the deed to the parcel corresponding to the "served property address" described above in Lauderdale or Kemper County, Mississippi, having controlling interest in that property. Furthermore, that for good and valuable consideration, receipt of which is hereby recognized and acknowledged, the undersigned does hereby grant, bargain, sell, transfer, and convey unto NORTH LAUDERDALE WATER ASSOCIATION its successors and assigns, a perpetual easement with the right to erect, construct, install and lay, and thereafter use, operate, distribution pipe line or lines, and to use the equipment necessary or convenient in connection with the construction, operation, installation and maintenance of such pipe lines from time to time, upon over, under and across a strip of land as hereinafter described, together with all rights and privileges necessary or convenient for the full enjoyment or use thereof for the purposes above described, including and together with the right of ingress and egress over the adjacent land of the undersigned their successors and assigns, for the purpose of this easement, and the right of ingress and egress to and from said strip, and the right to cut and deep clear of all trees and undergrowth and other obstructions on said strip.

Said strip of land is described as being as easement 30 feet wide located adjacent to or as close to as possible in parallel with a public road across the served property and likewise running the length of the public road across the property.

The consideration hereinabove enumerated shall constitute payment in full for all damages to the land of the undersigned his successors and assigns by reason of the installation, operation and maintenance of the structures of improvement referred to herein. The grant and other provision of this easement shall constitute a perpetual covenant that will endure and remain in force even if the membership of the undersigned in the Association is terminated. Any sale of the property must disclose this easement to the purchaser, and said transfer of ownership be conditional upon full acceptance by the purchaser of its terms, so as not to reduce the benefit of this easement for the Association and its successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this agreement this

_____ day of _____, _____ .

Grantor (Member) Name

Grantee (NLWA Representative) Name

Grantor Signature

Grantee Signature