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# LOWER RIO GRANDE

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## Public Water Works Authority

PO Box 2646    Anthony, New Mexico 88021    (575) 233-5742

### SEWER USERS AGREEMENT—MEMBERS

This agreement entered into between the Lower Rio Grande Public Water Works Authority, a member-owned community water system and Special District of the State of New Mexico, hereinafter called the "Authority," and

\_\_\_\_\_ /  
member(s) of the Authority, hereinafter called "Member."

#### WITNESSETH

Whereas, the Member desires to utilize the central sewer system operated by the Authority and to enter into a sewer users agreement as required by the Member/Customer Policy 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 shall furnish, subject to the limitation set out in its Governance Document and Member/Customer Policy now in force or as hereafter amended, central sewer service in connection with Member's occupancy of the following described property:

1. Commonly known as: \_\_\_\_\_

2. Legal property address: \_\_\_\_\_

3. Legally described as: \_\_\_\_\_

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

4. Proof of Ownership attached: \_\_\_\_\_

The Authority shall install at the Authority's expense a sewer service line which shall begin at the sewer main line and extend to the property line. The Authority shall have exclusive right to use the Member's water cutoff valve and water meter. The service line shall connect with the sewer main line of the Authority at the nearest place of desired use by the Member, provided the Authority has determined in advance that the system has sufficient capacity to provide sewer service at that point.

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

The Member shall install and maintain at the member's expense a service line which shall begin at the property line and extend to the dwelling or place of use. The service line shall connect to the Authority's sewer service line from the main collection line to the property line.

The Member also agrees to be fully responsible for the service line from the property to the home.

The Member agrees to comply with and be bound by the Governance Document and Policies of the Authority, now in force, or as hereafter duly and legally supplemented, amended, or changed. The Member also agrees to pay for sewer service at such rates, time, and place as shall be determined by the Authority, and agrees to the imposition of such penalties for noncompliance as are now set out in the Authority's Governance Document and Policies, or which may be hereafter adopted and imposed by the Authority.

The Member agrees to pay a deposit in the amount of \$\_\_\_\_\_. In the event service to the Member is terminated, either voluntarily by the Member, or by the Authority for cause, the deposit shall be held and applied by the Authority to any unpaid balance then owing on the Member's account. Should the account be fully paid at the time of termination of service to the Member, the deposit shall be refunded by the Authority within a reasonable time thereafter.

The Authority shall have final authority in any question of location of any service line connection to its main sewer collection line; and may shut off water service to a Member who allows a connection or extension to be made of the member's service line for the purpose of supplying sewer service to another user

The Member agrees to disconnect from the present septic system prior to connecting to and switching to the Authority's sewer system and shall eliminate the existing septic system in accordance with state health laws.

The Member shall connect the sewer service line to the Authority's sewer service line and shall commence to utilize the system on the date the service is made available, to the Member by the Authority. Sewer charges to the Member shall commence on the date service is made available, regardless of whether the Member connects to the system.

In the event the Member shall breach this contract by refusing or failing, without just cause, to connect a service line to the Authority's collection system as set forth above, the Member agrees to pay the Authority a lump sum of Three Hundred Dollars (\$300.00) as liquidated damages.

It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that a breach by the Member in either of the respects set forth above would be difficult, if not impossible, to prove the amount of such damages. The parties hereto have computed, estimated, and agreed upon said sum in an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the resulting damages.

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

1. Nonpayment within ten days from the due date will be subject to a penalty of fifteen percent (15%) of the delinquent account.
2. Nonpayment within thirty days from the due date will result in the water being shut off from the Member's property.
3. In the event it becomes necessary for the Authority to shut off the water from a Member's property, a fee set by the Authority in its rate schedule will be charged for a reconnection of the service.

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

\_\_\_\_\_, \_\_\_\_\_.

SEAL

\_\_\_\_\_  
President, Lower Rio Grande Public Water Works Authority

ATTEST:

\_\_\_\_\_  
Secretary, Lower Rio Grande Public Water Works Authority

\_\_\_\_\_  
MEMBER

\_\_\_\_\_  
MEMBER

\_\_\_\_\_  
MEMBER

\_\_\_\_\_  
MEMBER