



LOWER RIO GRANDE

Public Water Works Authority

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

www.LRGauthority.org

BULK WATER AGREEMENT - 2023

The LRGPWVA is subject to the conditions of USDA Rural Development as a borrower. There is no restriction for use except that water shall not be resold and shall not be used in the ***marijuana operation which is a violation of federal laws since marijuana is a controlled substance under federal law and subject to federal prosecution under the Controlled Substances Act (21 USC 81)***. Water service shall be discontinued if either restriction occurs.

Date: _____ Account # _____

Company Name: _____

Phone/Fax/Email: _____

Owner/Person responsible for bills: _____

Mailing Address: _____

Office Address (if different): _____

Local Business Reference w/phone number: _____

Estimated time-frame and monthly usage: _____

Project name & job site: _____

Name of responsible person on-site: _____

TERMS:

- LOCATION & METERING:** I/we agree to take water only from the hydrant(s) designated by the Lower Rio Grande Public Water Works Authority General Manager or designee. I understand that the LRGPWVA will supply a hydrant meter and I agree that **ALL** the water I use from the LRGPWVA water system will be run through this meter. I agree to be responsible for this meter during the term of this agreement. I agree that the LRGPWVA operations staff may inspect the meter at any time. I agree that I will not remove this meter from the LRGPWVA service area, and that it will remain on the designated hydrant, in the possession of myself, my employees or subcontractors at the job site shown above, and it will be returned to the LRGPWVA operations staff at the end of my project or job.
- SET UP FEE & DEPOSIT:** I agree to pay a NON-REFUNDABLE set-up fee of Two-Hundred and Fifty Dollars (\$250) and a refundable deposit of One-Thousand Two-Hundred and Fifty Dollars (\$1,250) to the LRGPWVA before taking any water from its hydrant (s). I understand and agree that my deposit will be forfeit to the LRGPWVA in the event the meter is found to have been run backwards or otherwise tampered with, or in

the event I or my employees or subcontractors have been found to have taken water from any of the LRGPWWA’s hydrants unmetered. I understand and agree that the LRGPWWA will retain my deposit until their fire hydrant meter is returned in good condition and my final bill is paid in full.

3. **WATER RATES & BILLING:** I understand and agree that I will be billed by the LRGPWWA for water at the following rate:
- Minimum monthly charge - \$55.00
 - 0 to 20,000 Gallons usage - \$5.50 per 1,000 Gallons
 - Usage in excess of 20,000 Gallons - \$7.15 per 1,000 Gallons

I understand and agree that the LRGPWWA will read the hydrant meter and bill me for water usage during the regular billing cycle for the area where my job site is located, that a late penalty of Fifteen Percent (15%) of the delinquent amount and a Delinquency Fee of Fifty Dollars (\$50) will be assessed if my account becomes delinquent as per the schedule below:

Billing Cycle: Billing date – 1st of the month, Due date – 25th of the month, Late Penalty – 26th of the month – 15% of overdue amount, Disconnection – 16th of the next month

4. **NO GUARANTEE:** I understand that the LRGPWWA makes no guarantee to supply me with any specific quantity of water and no guarantee to make water available to me at any particular time or place. I understand that the needs of LRGPWWA are the highest priority, and if my usage interferes with service to them, I may be required to take water from a different location, adjust my schedule to avoid taking water at peak usage times, or discontinue using water from LRGPWWA altogether. I agree that the LRGPWWA has the final say as to the location, timing, and quantity of my water usage.

5. **Amendment to the Bulk Water Agreement:** The terms of this agreement including Water Rates stated in #3 are subject to amendment by action of the Lower Rio Grande Public Water Works Authority Board of Directors. Such amendments become effective immediately upon the date of action or date specified in the action.

Applicant’s Signature (owner or party responsible for payment):

Print name & Title Signature Date

LRGPWWA Authorization:

Print name & Title Signature Date

Meter #: _____ Beginning Meter Reading: _____

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