

Water Service Agreement

Revision 8/1/2016 w

Lakeshore Forest Water System, Inc.

PO Box 166 Murrayville, GA
www.lfws.homestead.com

Water Service Address	Lot #	Begin Service Date
Billing Name	Phone Number	Cell Number
Billing Address	City/State/Zip	Email Address
Property Owner Name	Phone Number	Cell Number
Property Owner Address	City/State/Zip	Email Address

➔ IF THIS IS AN APPLICATION TO TRANSFER EXISTING SERVICE – APPLICANT MUST:

1. Enclose a \$50.00 fee to transfer stock and process application for service.
2. Complete application for water service within 30 days to avoid disruption of service.
3. Comply with R1 zoning as defined by Hall County and be located in the Lakeshore Forest subdivision.
4. Agree to the following rules and conditions by which LFWS will deliver water service.

➔ IF THIS IS AN APPLICATION FOR NEW SERVICE – APPLICANT MUST:

1. Purchase one LFWS stock certificate (two shares) for \$400.00.
2. Pay a basic tap-on fee to connect you to the water system for \$1850.00.
3. Pay any additional tap-on costs if applicable to your location within the subdivision. In other words, if cost to bring service to your location is greater than \$1850, then the applicant shall assume this cost.
4. Pay a prorated portion of the then current annual tariff for water service - Water service is billed annually in advance and is due in full on or before July 1st of each year.
5. Comply with R1 zoning as defined by Hall County and be located in the Lakeshore Forest subdivision.
6. Agree to the following rules and conditions by which LFWS will deliver water service.

Who was the previous owner of this property _____

Payment Date

Check Number

Payment Amount

Lakeshore Water System Inc. is a privately held corporation organized and funded to operate a community water system, within Lakeshore Forest subdivision, in compliance with the GA Safe Drinking Water Act of 1977 and GSDWA rules Chapter 391-3-5. It is the primary responsibility of the LFWS to protect the community drinking water supply from contamination or pollution. The purpose of this agreement is to ensure each member stockholder of LFWS is aware of the rules and restrictions that are in place to provide said protection. Therefore, the LFWS reserves all rights to enforce these rules and restrictions to ensure the public health and welfare of all members on the water system.

Applicant must agree to all provisions of this agreement by signing the agreement on the last page, before LFWS will begin service.

AGREEMENT made this day ____ of _____, 20____, between LFWS, Inc. a corporation organized under the laws of the State of GA (hereinafter called the **Corporation**)

and

(Hereinafter called the **Member**)

Witnessed:

- a. The Corporation shall deliver water service to the member stockholder and in accordance with the bylaws and tariffs of the Corporation as amended from time to time by the Board of Directors of the Corporation. Upon compliance with the above procedures, the Applicant qualifies for membership as a new member stockholder or as a transferee and may be called a **Member**.
- b. The Corporation shall have the authority to suspend, discontinue or terminate service and/or cancel the membership of any Member not complying with any policy or not paying any service fees or charges as required by the Corporation's published rates, fees and conditions of service.
- c. All water shall be metered by meters and associated equipment to be furnished and installed by the Corporation. The meter is to provide service to only one (1) residence. The extension of pipe(s) to transfer water service from one property to another, to share, resale, or sub meter water to another person, residence, property, etc. is prohibited.
- d. The Corporation shall have the right to locate a water service meter and the pipe necessary to connect the meter on the Member's property at a point to be chosen by the Corporation. The Corporation shall have access to its equipment located upon Member's premises at all reasonable and necessary times for any purpose connected with or in the furtherance of its business operations. The Member shall install at their own expense, any necessary service lines from the Corporation's facilities and equipment to the point of use, including pipes, isolation valves, backflow prevention devices, clean outs, and other equipment as may be specified by the Corporation.
- e. The member shall refrain from tampering with, covering, moving or otherwise interfering with the Corporation's equipment located on the Member's property.

- f. The Member shall grant to the Corporation, now or in the future, any easements of right-of-way for the purpose of installing, maintaining and operating such pipelines, meters, valves and any other equipment that may be deemed necessary by the Corporation to extend or improve service for existing or for future Members, as required by the Corporation.
- g. The Member shall hold the Corporation harmless from any and all claims for damages caused by service interruptions due to waterline breaks, turbid water, damage to the distribution system, normal failures of the system, or other events beyond the control of the Corporation.
- h. The Member understands that any misrepresentation of information by the Member on this application shall constitute denial of membership or discontinuance of service until such time as the correct information is provided to the satisfaction of the Corporation.
- i. There must never be a direct connection between the public drinking water supply and, a potential source of contamination. Potential sources of contaminations shall be isolated from the public water system by an air-gap or an appropriate backflow prevention device.
- j. There can be no cross-connection between the public drinking water supply and a private water system. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone back flow prevention device.
- k. There can be no connection, which allows water to be returned to the public drinking supply.
- l. The Member shall allow his property to be inspected for possible cross connections and other potential contamination hazards. These inspections shall be conducted by LFWS or its designated agent prior to initiating new water service. The inspections shall be conducted during normal business hours.
- m. When there is reason to believe that cross-connections or other potential contamination hazards exist; LFWS shall notify the Member in writing of the public health issue. The Member shall immediately remove or adequately isolate the potential contamination hazards.
- n. The Member shall abide by the following GA State watering guideline when using water outside: Odd numbered addresses > water Sunday, Tuesday, Thursday. Even numbered addresses > water Mondays, Wednesdays and Saturdays.
- o. Unmanned water sprinklers and soaker hoses are prohibited. Pumping water from the lake to run water sprinklers is allowed with a Corps of Engineer permit.
- p. Operating of water slides and the filling of swimming pools over 500 gallons are prohibited.
- q. Hand watering to wash cars and to water grass, flowers and shrubs, and vegetable gardens is permitted
- r. Members should TURN OFF their water supply if vacating their property for more than 48 hours because members are responsible for water line breaks inside or outside of their residence. If a water line breaks on private property for whatever reason, is not corrected within 48 hours of the break and the water supply valve is ON, then the member shall be billed for the cost of lost water and the expenses incurred by LFWS to find the leak - not to exceed one years tariff

s Members are responsible for making sure tenants and guests understand and abide by the above rules.

t The first violation of the above rules will result in the Member's water being turned off, with a penalty fee of \$50.00 for restoring water service. The second violation may result in the termination of water service.

u Upon discontinuance of service, the Corporation has the right to remove any or all of its equipment from the Member's property.

It is State law to "Call 811 Before You Dig" anywhere (even on your own property). There may be utility lines such as gas, phone, cable or water buried underground. Members can also contact LFWS at 404-372-7749 before digging, to verify if any water lines are in their dig zone. If you damage a water line you will be responsible to pay for repairs.

When a member sells their property, it is the Member's responsibility to make sure the new owner of the property is notified that they must fill out an application for water within 30 days, which includes transfer of stock.

On occasion, LFWS must repair a break in the water system lines, perform other repairs or upgrade the distribution network. This may require all or part of the water system to be temporarily shut down. It is understood that the LFWS is not required notify members when the system will be down. However, LFWS may at its discretion, try to notify those members affected by the shutdown. It is suggested members run their water from an outside facet to flush dirt and sediment from the lines before using the water.

By execution hereof, the Member shall guarantee payment of all rates, fees, and other charges due on any account for which said Member owns a Stockholder Certificate. Failure to pay said tariff **on or before the date due** shall give rise to discontinuance of service under terms and conditions of the Corporation's tariff.

I have read these rules and restrictions and understand they are strictly enforced by the Lakeshore Forest Water System as a condition of continued water service.

Applicant Signature

Date

Witness

Accepted and approved by Lakeshore Forest Water System, Inc.

President

Treasurer

Date
