

TOWN OF WOODVILLE
WATER USERS
AGREEMENT

This agreement entered into between the Town of Woodville, a municipality of the State of Mississippi, hereinafter called the "TOWN", and _____, customer of the Town, hereinafter called "Customer".

WITNESSETH

Whereas, the Customer desires to purchase water from the Town and to enter into a water users agreement as required by the Ordinances and Orders of the Town of Woodville.

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 Town shall furnish, subject to the limitation set out in its Ordinances and Orders now in force or as hereafter amended, such quantity of water as Customer may desire in connection with Town's occupancy of the following described property:

1. 911 Address. _____
2. 911 Receipt Number _____

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

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

The Customer shall install and maintain at the Customer's expense cut-off valve and a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect to the Town's water meter. The curb-stop valve in the meter box that the Town installs is for Town's use only.

The Customer also agrees to be fully responsible for the service line from the water meter to the

home including the installation of an approved back-flow device if required.

The Customer agrees to comply with and be bound by the Ordinances and Orders of the Town, now in force, or as hereafter duly and legally supplemented, amended, or changed. The Customer also agrees to pay for water at such rates, time and place as shall be determined by the Town, and agrees to the imposition of such penalties for noncompliance as are now set out in the Town's Ordinances and Orders, or which may be hereafter adopted and imposed by the Town.

The Customer agrees to pay a deposit as shown on the attached schedule. In the event service to the Customer is terminated, either voluntarily by the Customer, or by the Town for cause, the deposit shall be held and applied by the Town to any unpaid balance then owing on the Customer's account. Should the account be fully paid at the time of termination of service to the customer, the deposit shall be refunded by the Town within a reasonable time thereafter.

The Town shall have final authority in any question of location of any service line connection to its water main line; shall determine the allocation of water to Customers in the event of a water shortage; and may shut off water to a Customer who allows a connection or extension to be made of the Customer's service line for the purpose of supplying water to another user. In the event the total water supply shall be insufficient to meet all of the needs of the Customers, or in the event there is a shortage of water, the Town may prorate the water available among the various Customers on such basis as is deemed equitable by the Board of Aldermen, and may also prescribe a schedule of hours covering use of water for garden purposes by particular Customer and require adherence thereto or prohibit the use of water for garden purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all the Customers, the Town must first satisfy all of the needs of the customers for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all Customers for both domestic and livestock purposes before supplying any water for garden purposes.

The Customer agrees that no other present or future source of water will be connected to any water lines served by the Town's waterlines and will disconnect from the present water supply prior to connecting to and switching to the Town's system and shall eliminate their present or future cross-connections in the customer's system.

The Customer shall agree that they have followed the guidelines set forth by the State Health Department regarding onsite wastewater disposal.

The Customer shall connect the service lines to the Town's water meter and shall commence to use water from the system on the day the water is made available to the Customer by the Town. Water charges to the Customer shall commence on the date service is made available, regardless of whether the Customer connects to the system.

In the event the Customer shall breach this contract by refusing or failing, without just cause, to connect a service line to the Town's distribution system as set forth above, the Customer agrees to pay the Town a lump sum of \$400.00 Dollars (\$400.00) 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 Customer 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.

Bills are due for payment upon receipt. A 10% late charge will be added after the 10th day of each month as penalty. This means that the payment should reach the office by the 10th of the month or before to avoid penalty. The meter will be locked if charges have not been paid by the 24th of the current month by 4:00 PM or by the close of the office that day. A Reconnect/Late fee as set by the Town, plus the full amount of bill must be paid before service is restored. If service is disconnected, there is not guarantee of same day restoration but service will be restored as soon as possible or the end of the next business day.

Access to a Customer's water meter must be available for the purpose of reading meter, repairs, etc. Should a Customer have his meter installed beyond a locked gate or gates, the Customer must leave the necessary keys at the Town Hall to be used only by Town personnel in case of emergency or meter reading. Further, if the customer's water meter is inaccessible for the purpose of reading the meter, the Town will estimate water usage for that month and notice of said estimation shall be posted by the Town employee on the exterior structure of the address where the meter is located. If the meter is inaccessible for three consecutive months, a service charge of \$25.00 will be added to the water bill.

Removing a lock or otherwise tampering with the meter by anyone other than the Town's employees will result in a fee set by the Town in its rate schedule, as well as removal of the meter until all charges have been paid.

IN WITNESS WHEREOF, we have executed this agreement this the ____ day of _____
20 .

Customer: _____

TOWN OF WOODVILLE, MISSISSIPPI,
ANDREW PIERSON, MAYOR

By: _____

MUST BE ACCOMPANIED BY "APPLICATION FOR UTILITY SERVICE"