

# CALEDONIA WATER & SEWER DEPARTMENT

## Water Users Agreement

This agreement entered into between the Town of Caledonia, Mississippi, a political subdivision, hereinafter called the "Town" and \_\_\_\_\_, hereinafter called "User".

### WITNESSETH

Whereas, the User desires to purchase water from the Town and to enter into a water users agreement as required by the Bylaws of the Town.

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 Regulations and Policies now in force or as hereafter amended such quantity of water as User may desire in connection with Users occupancy of the following described property:

The User 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 User for the purpose of ingress to and egress from the above-described lands.

The User shall install and maintain at its own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the Town at the nearest place of desired use the by the User, provided the Town has determined in advance that the system is of sufficient capacity to permit delivery of water at this point. The service line shall be connected with a cut off valve and a check valve.

The User agrees to comply with and be bound by the Articles, Bylaws, Rules and Regulations and Policies of the Town, now in force, or as hereafter duly and legally supplemented, amended or changed. The User 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 Bylaws and Rules, Regulations and Policies or which may be hereafter adopted and imposed by the Town.

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

The Town shall purchase and install a cutoff valve and may also include a water meter in each service. The Town shall have exclusive right to use such cutoff valve and water meter.

The Town shall have final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water to User in the event of a water shortage, and may shut off water to a User who allows a connection or extension to be made of his service line for the purpose of supplying water to another user. The Town of Caledonia may allow a single-user meter to be "hooked on" or have another connection made to said meter, provided it is at the same billing address, e.g., homeowner may desire to have a mobile home at the same address or other residences. This additional connection at the same billing address shall be with the express consent of the Town of Caledonia's Water Department and shall only apply to residential/commercial Users and not to rental properties. Another or additional minimum charge will be levied by the Town to the billing address.

In the event the total water supply shall be insufficient to meet all of the needs of the Users, or in the event there is a shortage of water, the Town may prorate the water available among the various Users 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 Users 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 Users, the Town must first satisfy all the needs of all Users for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all Users for both domestic and livestock purposes before supplying any water for garden purposes.

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

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

In the event the User shall breach this contract by refusing or failing, without just cause, to connect his service line to the Town's distribution system as set forth above, the User agrees to pay the Town a lump sum of Four Hundred 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 User in either of the respects set forth above would cause serious and substantial damages to the Town, and it 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 User agrees that they have followed the guidelines set forth by the State Department of Health regarding onsite wastewater disposal. The purpose of this change is to help water systems ensure that applicants for water service are aware of the legal requirement to comply with onsite wastewater requirements.

The failure of a customer to pay water 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 10% of the delinquent Account.
2. Nonpayment within 30 days from the due date will result in the water being shut off from the customer's property.
3. In the event it becomes necessary for the Town to shut off the water from a User's property, a fee of \$\_\_\_\_\_ will be charged for reconnection of the service.

IN WITNESS WHEREOF, we have executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Witness – Caledonia Water & Sewer Department

\_\_\_\_\_  
User

\_\_\_\_\_  
User