

FmHA Instructions 1942-A

(Guide 2)

WATER USERS AGREEMENT

This agreement entered into between the Carroll County Public Service Authority, a nonprofit corporation, hereinafter called the "Authority," and

Customer of the Authority, hereinafter called "Customer."

WITNESSETH

Whereas, the Customer desires to purchase water from the Authority and to enter into a Water Users Agreement as required by the Bylaws 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 here to as follows:

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

Name: _____ Phone: _____

Address: _____

Physical Location: _____

The Customer 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 water pipelines and appurtenant facilities, together with the right to utilize adjoining land 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 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 Authority at the nearest place of desired use by the Customer, provided the Authority has determined in advance that the system has sufficient capacity to permit delivery of water at that point.

The Customer agrees to comply with and be bound by the Articles, Bylaws, Rules and Regulations of the Authority, 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 Authority, and agrees to the imposition of such penalties for noncompliance as are now set out in the Authority's Bylaws and Rules and Regulation, or which may be hereafter adopted and imposed by the Authority.

The Customer agrees to pay a connection fee of \$_____ at time of construction of lineage to serve customer or prior to actual connection to the water distribution system. The Customer agrees to pay a deposit in the amount of \$25.00 In the event service to the Customer is terminated, either voluntarily by the Customer, or by the Authority for case, the deposit shall be held and applied by the Authority 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 Authority, within a reasonable time thereafter.

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

The Authority 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 Customers in the event of a 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 Authority may prorate the water available among the various Customers on such basis as is deemed equitable by the Board of Directors, and may also prescribe a schedule of hours covering 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 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 waterlines served by the Authority's waterlines and will disconnect from the present water supply prior to connecting to and switching to the Authority's system and shall eliminated their present or future cross-connections in the Customer's system.

The Customer shall connect the service lines to the Authority distribution system and shall commence to use water from the system on the date the water is made available to the

Customer by the Authority. 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 Authority's distribution system as set forth above, the Customer 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 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.

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

1. Nonpayment of charges after the due date will be subject to a penalty of ten percent of the delinquent account.
2. Nonpayment within thirty 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 Authority to shut off the water from a Customer's property, a fee set by the corporation in its rate schedule will be charged for a reconnection of the service.

IN WITNESS WHEREOF, we have executed this agreement this

_____ day of _____, 20_____.

SEAL

Carroll County P. S. A.

Customer

ATTEST:

_____ Customer

