

TOWN OF SNOW LAKE SHORES

363 Snow Lake Drive
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WATER USERS AGREEMENT

This agreement entered into between the Town of Snow Lake Shores and _____,
Property Owner(s) of the Town of Snow Lake Shores.

WITNESSETH

Whereas, the Property Owner(s) desires to purchase water from the Town of Snow Lake Shores and to enter into a Users Agreement as required by 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 limitations set out in its Policies now in force or as hereafter amended, such quantity of water as the Property Owner(s) may desire in connection with his or her ownership of the following described property:

1. Legal Property Address _____
2. Legally described as: Dwelling at Lot#_____, Snow Lake Shores, MS, Benton County.

The Town will install a water meter and a cut-off valve at each Property Owner's house. The Property Owner will be responsible for running a service line from the cut-off valve to their house. The Town shall have exclusive rights to use the cut-off and water meter. The service line shall connect with the water mainline of the Town at the nearest place of desired use by the Property Owner, provided the Town has determined in advance that the system has sufficient capacity to permit delivery of water at that point.

The Property Owner agrees to grant to the Town, it 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 Property Owner(s) for the purpose of ingress to and egress from the above described lands.

The Property Owner(s) shall install and maintain at his or her expense a service line, which shall begin at the water meter and extend to the dwelling or place of use. The service line shall connect to the Town's water meter.

The Property Owner(s) also agree 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 Property Owner(s) agrees to comply with and be bound by the Policies of the Town, now in force, or as hereafter fully and legally supplemented, amended or changed. The Property Owner(s) 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 Policies, or which may be hereafter adopted and imposed by the Town.

The Property Owner(s) agrees to pay a deposit in the amount of **One Hundred Fifty Dollars (\$150.00)**. In the event service to the Property Owner(s) is terminated, either voluntarily by the Property Owner(s), or by the Town for cause, the deposit shall be held and applied by the Town to any unpaid balance then owing on the Property Owner(s) account. Should the account be fully paid at the time of termination of service to the Property Owner(s), the Town shall refund the deposit within a reasonable time thereafter.

The Town shall have final authority in any questions of the location of any service line connect to its water main line; shall determine the allocation of water to the Property Owner(s) in the event of a water shortage; and may shut off water to a Property Owner(s) who allows a connection or extension to be made of the Owner's service line for the purpose of supplying water to another user. In the event the total water supply shall be insufficient to meet one of the needs of the Property Owner(s), or in the event there is a shortage of water, the Town may prorate the water available among the various Property Owners as such basis as is deemed equitable by the Mayor and Board of Aldermen, and may also prescribe a schedule of hours covering use of water for gardening purposes by a particular Property Owner(s) 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 Property Owners, et Town must first satisfy all of the needs of all the Property Owners for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all the Property Owners for both domestic and livestock purposes before supplying any water for garden purposes.

The Property Owner(s) 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-connection in the Property owner's system.

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

In the event the Property Owner(s) shall breach this contract by refusing or failing, without just cause, to connect a service line to the Town's distribution systems as set forth above, the Property Owner(s) agrees to pay the Town a lump sum of Three Hundred Fifty Dollars (\$350.00) as liquidated damages for reimbursement of the Town's expense for the water meter and installation.

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 Property Owner(s) 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 applicant agrees that they have followed the guidelines set forth by the State Department of Health regarding onsite wastewater disposal.

The failure of a Property Owner(s) to pay water charges duly imposed shall result in the automatic imposition of the following penalties:

1. Nonpayment after the due date (15th of each month) will be subject to a penalty of **TEN Dollars (\$10.00)** added to the delinquent account.
2. Nonpayment within thirty days from the date will result in the water being shut off from the property after the appropriate notice has been posted.
3. In the event it becomes necessary for the Town to shut off the water from a property, you are subject to a fee of **FIFTY Dollars (\$50.00)** You are also subject to a reconnect fee of **Fifty Dollars (\$50.00)** will be applied and collected in the same manner. It will also be understood that the reconnect fee will be applied at the time and rate noted on the Final Notice hung on the door of the residence with is delinquent.

Furthermore, not only is the delinquent amount due, late fee and reconnect fee, it will be necessary for the Property Owner(s) to pay in full the current month's billing as it is due on the fifteenth (15th) day of the month as stated in Section 1 above.

- 4. Any new construction added to the Town's water supply will be charged a water tap fee of Three Hundred Fifty Dollars (**\$350.00**) plus a One Hundred Fifty Dollar (\$150.00) meter deposit; a total of Five Hundred Dollars (**\$500.00**). In the event that road boring is necessary, the Property Owner(s) agrees to pay all necessary expenses.

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

Billing Address _____

Phone number _____

Email address _____

Property Owner

Date

Property Owner

Date

ATTEST:

Sheri Briggs, Town Clerk