

MITFORD RURAL WATER DISTRICT

P.O. Box 208 - Great Falls, SC 29055 | 72 Meeting Street - Great Falls, SC 29055

www.mitfordwater.com

803.482.2136

Phone #: _____

Deposit: \$ 150.00

Email: _____

Transfer Fee: \$ 100.00

Racial Status: _____

New Tap Fee: \$ 3,750.00

Total Amount Due: \$ _____

****FOR OFFICE USE ONLY****

Amount Paid: \$ _____

Cash - Check - Moneyorder

Water Users' Agreement

This Agreement between **MITFORD RURAL WATER DISTRICT**, a special purpose district and body politic, hereinafter called "District", and _____, a water user, hereinafter called "User". The District is operated and managed by the District Board (the "Board") which constitutes the governing body.

WHEREAS, the User desires to purchase water for domestic, business, or other uses from the District, and to enter into a Water Users Agreement as required by the District.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, it is hereby understood and agreed.

The District shall furnish, subject to the limitation hereinafter provided for, such quantity of water at the User's property located at _____.

Mailing address: _____

The User shall install and maintain at User's own expense a service line, with cutoff valve, beginning at User's property line and extending to the dwelling or facility to be served.

The User's service line shall connect with the distribution system of the District at the nearest place of desired use by the User, provided that the District has determined in advance that the water system is of sufficient capacity to permit delivery of water at that point.

The User shall pay for water at such rates, times, and place as shall be determined by the Board. Only (1) dwelling or facility shall be served through one (1) meter. The tap fee paid is not refundable except as provided by the Board. The water deposit paid is not refundable except as provided by the Board.

Regardless of any other provision contained in this Agreement, construction of the line or lines, if any, required to serve the User's premises herein referred to shall be and remain dependent on the ability of the District to secure adequate financing for said construction and the District reserves the right to limit construction of any line or lines, or portions thereof, to those, which in the sole discretion of the District, can be constructed with available financing. In the event the User cannot receive service at User's premises, as herein referred to, by reason of the unavailability of construction funds

and necessity for elimination of certain proposed water lines as determined by the District, the sums heretofore paid by the User to the District for such water service shall be refunded upon the request of the User.

THE USER AGREES THAT HE WILL HAVE NO PHYSICAL CONNECTION BETWEEN ANY PRIVATE WATER SYSTEM AND THE WATER SYSTEM OF THE DISTRICT. THE DISTRICT MAY MAKE INSPECTIONS TO ENFORCE THESE PROVISIONS. VIOLATION SHALL BE GROUNDS FOR DISCONNECTION OF THE SERVICE.

The District shall purchase and install a cutoff valve and a water meter in each service. Such a cutoff valve and meter shall be installed within three (3) feet of the distribution system. THE DISTRICT SHALL HAVE EXCLUSIVE RIGHT TO USE SUCH CUTOFF VALVE AND WATER METER AND TO TURN IT ON AND OFF. The District may refuse service to any user who tampers with a meter or other measuring device.

The District shall have final jurisdiction in any question of location of any service line connection to its distribution system, shall determine the allocation of water to users in the event of a water shortage, may shut off the water to a User who allows a connection or extension to be made to his service line for the purpose of supplying water to another user.

The failure to pay water charges duly imposed shall result in the following penalties:

- a. Nonpayment by the due date as set by the Board shall be subject to a penalty as set by the Board on the delinquent account.
- b. Nonpayment within ten (10) days from the due date will result in the water being shut off from the user's property until bill and penalties are paid in full.
- c. Nonpayment for sixty (60) days after original due date will allow the District, in addition to all other rights and remedies as determined by the Board, to cancel this Agreement and terminate this Agreement, and, in such event, the user shall not be entitled to service, nor the District obliged to supply, any water under this agreement.

The District agrees upon *first time occurrences* any damages affiliated with the meter box, parts, or MXU will be replaced on the District's behalf. However, *any damages provoked after this first occurrence*, it is understood customer's will be fined a Damaged Fee.

This Agreement may be cancelled and/or service discontinued by the District for any violation of any rule, regulation, or condition of service as set by the Board and especially for any of the following reasons:

- a. Misrepresentation in application as to the property or facilities to be supplied or use to be made of the service.
- b. Tampering with main lines or valves or permitting such tampering by others.
- c. Connections, or cross-connections, from the User's service line to facilities not covered by this agreement.

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

MITFORD RURAL WATER DISTRICT

MRWD Employee Signature: _____

User Signature: _____

8/19/2024