FmHA Instructions 1942-A
(Guide 2)

WATER USERS AGREEMENT

This agreement entered into between the Alligator Rural Water Co., Inc., a nonprofit corporation, hereinafter called the "Association," and_____ _____, member(s) of the
Association, hereinafter called "Member."

WITNESSETH

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

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 Association 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 Member may desire in connection with Member's occupancy of the following described property:

EXAMPLE: Lot 1 Section 1 of the Green Valley Subdivision Fronting 52 feet on Highway No. 620 containing 1/2 Acre joined on the East by John Jones and on the West By Pete Smith; or 162 N. South Street, Springfield, Virginia.

The Member agrees to grant to the Association, 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 Member for the purpose of ingress to and egress from the above-described lands.

The Member shall install and maintain at the member'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 Association at the nearest place of desired use by the Member, provided the Association has determined in advance that the system has sufficient capacity to permit delivery of water at that point.

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

The Member agrees to pay a Tap Fee in the amount of $_____.
This amount is nonrefundable.

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

The Association 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 Members in the event of a water shortage; and may shut off water to a Member who allows a connection or extension to be made of the members service line for the purpose of supplying water to another's user.
In the event the total water supply shall be insufficient to meet all of the needs of the Members, or in the event there is a shortage of water, the Association may prorate the water available among the various Members on such basis as is deemed equitable by the Board of Directors and may also

prescribed a schedule of hours covering use of water for garden purposes by particular Members 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 of the Members, the Association must first satisfy all of the needs of all Members, for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all Members for both domestic and livestock purposed before supplying any water for garden purposes.

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

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

In the event the Member shall breach this contract by refusing or failing, without just cause, to connect a service line to the Association's distribution system as set forth above, the Member agrees to pay the Association a lump sum to 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 Member 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. Payment is due on the 15th of each month. Payments not received by the due date is subject to a fifteen percent penalty of the delinquent amount.

2. Payment not received by the 20th of each month is subject to disconnection.

3. In the event it becomes necessary for the Association to shut off the water from a Member's property, a fee set by the corporation in its rate schedule will be charged for a reconnection of the service.

Each member shall be entitled to not more than one service line from the Association's system unless otherwise approved by the board of directors and provided that the member shall be required to pay the prevalent tap fee for each service line.

IN WITNESS WHEREOF, we have executed this agreement this_____ _____day of _____, _____

SEAL

ALLIGATOR RURAL WATER CO., INC.
(Name of Association)

ATTEST: By Wade Huggins
(President)

_____

_____
MEMBER

_____
MEMBER

Alligator Rural Water Co., Inc.
P. O. Box 810
McBee, SC 29101

I _____ understand that I am responsible for the bill and required to pay a minimum water bill each month for each meter that I have installed. A 2,000 gallons usage is allowed for the minimum monthly fee of $30.00.

I also understand after applying for a water meter tap it may take 10 working days to have the meter tap installed and that it is unlawful for the meter to be tampered with in any way.

I also understand that I can only have one meter per household.

I understand that service calls that are requested by me are subject to a service call fee if the service call is determined to not be the fault of the water company. The current service fee scheduled is $35.00 per call during normal business hours, $45.00 after office hours and $60.00 on Holidays. A service call is defined as any request for service by a member that requires a technician to respond to the members location (these include meter checks, leak checks, cutting off water in case of a leak, etc.)

_____
Member

_____
Date

Altering or tampering with electric, gas, or water meters, penalties restructured, graduated penalties created

SECTION 1. Section 16-13-385 of the 1976 Code is amended to read:

"Section 16-13-385. (A) It is unlawful for an unauthorized person to alter, tamper with, or bypass a meter which has been installed for the purpose of measuring the use of electricity, gas, or water.

A meter found in a condition which would cause electricity, gas, or water to be diverted from the recording apparatus of the meter or to cause the meter to inaccurately measure the use of electricity, gas, or water or the attachment to a meter or distribution wire of any device, mechanism, or wire which would permit the use of unmetered electricity, gas, or water or would cause a meter to inaccurately measure the use is prima facie evidence that the person in whose name the meter was installed or the person for whose benefit electricity, gas, or water was diverted caused the electricity, gas, or water to be diverted from going through the meter or the meter to inaccurately measure the use of the electricity, gas, or water.

I understand that tampering with the meter by myself or any person will result in immediate loss of service. The cost to restore service will be the equivalent of a new tap and/or referral to Magistrate Court.

_____

Member

Alligator Rural Water & Sewer Co., Inc.
P. O. Box 810
McBee, SC 29101
(843) 335-6464
Fax# (843) 335-7720

Person Responsible for Bill _____
Mailing Address (P O Box/ 911 Box) _____
City, State, Zip _____
Telephone Number (home) _____

911 Address (Physical location of Meter)

_____

Social Security #_____ Driver's License # _____

Place of Employment: _____
Address: _____
How Long Employed: _____
Telephone Number (work) _____

The following information is required by the USDA Office of Rural Development in accordance with Title VI of the Code of Federal Regulations for data and information collection.
Race_____ National Origin_____
I choose not to provide information with regard to race or national origin.
_____initial_____

I certify that the information above is true and correct. I understand that I am responsible for the water usage on this account until I request in writing to have the water service disconnected.

Signed: _____
Date: _____
Witnessed: _____

Ways To Pay

Online:

www.alligatorwater.myruralwater.com

Click on the green "pay my bill" button.

Continue to set up an account with your account number that is listed on your first bill. Xxxx-x

Online, you have the option to pay once, or to set up recurring card payments on the 15th of each month. There is a $3.50 charge for this service.

Drop Boxes:

We have two drop boxes. One is located in front of our front of our McBee office and the other is located in Patrick at the Rescue Squad building.

You may mail payments to PO Box 810, McBee, SC 29101.

Or call 843-335-6464 exts. 1 or 2 and we can take payment via phone. A $3.50 fee will apply to all card payments.

Bank drafts occur on the 3rd of every month and are free of charge. Please ask us for a form and we can help you fill it out.