

Water Works Board of the City of Fort Payne Water Users Agreement

THIS AGREEMENT between The Fort Payne Water Works Board, a public Water Board and existing under and by virtue of the laws of the State of Alabama hereinafter called the "Water Board", and the undersigned water user, hereinafter called the "Water User".

WITNESSETH: That, whereas, the Water User desires to purchase water for domestic, commercial, agricultural, industrial or other uses, from the Water Board and to enter into a Water Users Agreement as required by the By-laws of the Water Board. And, whereas, the Water User understands that along with water services, sewer and sanitation services are billed through the Water Board.

1. Now therefore, in consideration of the mutual covenants, provided for in the By-laws, Service Rules and Regulations hereinafter provided for, such quantity of water as the Water User may desire in connection with his occupancy of property located in the Water Works Board of the City of Fort Payne Service Area.
2. The Water User shall install and maintain at his own expense a cut-off valve and service line which shall begin at a point designated by the Water Board.
3. The Water Board shall inspect all Water Users' connections and shall have final say on all connections to Water Board's distribution system. The Water Board shall make the final determination in any question of location of any service line connection to its distribution system.
4. Address/Description/Location of Land _____

5. The Water User agrees and grants to the Water Board, its successors and assigns, the right of ingress and egress across the above property for the purpose of installing or maintaining pipelines or meters for service to water user, together with the right to utilize adjoining lands belonging to the Water User for the purpose of ingress to and egress from the above described lands.
6. Duly authorized agents of the Water Board shall have access at all reasonable hours to the premises of the Water User for the purpose of installing or removing Water Board property, inspecting piping, reading and testing meters, or for any other purpose in connection with the Water Board service and facilities.
7. **PRIOR TO SUPPLYING WATER SERVICE TO THE LOCATION THE FOLLOWING MUST BE COMPLIED WITH: THE WATER USER SHALL PURCHASE AND INSTALL A PROPER CUT OFF VALVE AND BOX ON THEIR SIDE OF THE METER. A BACKFLOW PREVENTER IS REQUIRED AT ALL LOCATIONS. (FPWWB SUPPLIES THIS DEVICE ON ALL NEW RESIDENTIAL METERS).**
8. The Water User agrees to a minimum bill for a period of twenty-four months from the date water service is available even though he may not avail himself (tie on) to the service. (New Installation Services Only.)
9. The Water Board shall purchase and install a curb stop, water meter and meter coupling within a meter box comprising a service, provided use of the water is immediately desired. Such a metered service shall be installed off the User's property. At no time may the meter and computation equipment be fenced in or otherwise be made inaccessible to the Water Board. The Water Board shall have exclusive right to use cut-off valve and water meter and to turn it on and off or maintain the service and its equipment.
10. The Water Board shall determine the allocation of water to the Water Users in the event of a water shortage.
11. In the event it becomes necessary for the Water Board to shut off the water from a Water User's property for violation of the Rules and Regulations, a fee will be charged for reconnection of the service.
12. A fee will be charged for any tampering or damage done to the meter or other equipment of the Water Board.
13. The Water Board may shut off the water of a Water User who allows a connection or extension to be made to his service line for the purpose of supplying water to another user. Intent being to serve one family or household per meter.

NAME (LAST)

FIRST

MIDDLE

14. The Water User agrees to claim no damage on account of the stoppage of the flow of water resulting from accident, or where necessary to make alterations, repairs or improvements.
15. The member agrees that no other present or future source of water will be connected to any waterlines serviced by the Water Board's waterlines and will disconnect from the present water supply prior to connecting to and switching to the Water Board's system and shall eliminate their present or future cross-connections in the Water Boards' system.
16. The Fort Payne Water Works Board authorizes a \$1,000 fine to be imposed for any unauthorized use of a fire hydrant.
17. The Water User shall pay for such water at such rates, times and places as shall be determined by the Water Board, and further, the Water User agrees to pay all other charges, including sewer and sanitation charges, which shall be billed along with water use. **The Water User acknowledges that they shall be required and they agree to pay all line items on any bill received from the Water Board, including water, sewer and sanitation, and agree that they shall not be permitted to make payment of any single line item without paying the entire bill.**
 - A. Delinquent notices *may* be mailed to the customer 6-10 days after the regular monthly billing date, but whether or not mailed, if payment is not received in the office within 10 days after the due date, service may be disconnected.
 - B. Failure to receive bills or notices shall not prevent such bill from becoming delinquent nor relieve the customer from payment.
 - C. The failure of a Water User to pay water charges duly imposed shall result in the automatic imposition of the following penalties:
 - a) Payment made after the bill due date will be subject to a 15% late charge.
 - b) Non-payment within ten (10) days from the due date will result in the water being shut off from the Water User's property.
18. Upon failure to timely pay, the customer will be liable for all costs of collection, including, but not limited to, a reasonable attorney's fees, court costs, etc.

The foregoing notwithstanding, the Water Board reserves the right to make or amend the By-laws or the Rules and Regulations of the system from time to time, and the Water User agrees to abide by such changes upon notice thereof.

The User understands that a refundable security deposit will be collected upon connection of services, which said deposit shall be refundable after all outstanding balances by the User have been paid.

19. If you are a tenant, a signed copy of the tenant rental policy is required from your landlord.
20. The Water Board is only responsible up to the meter to provide water service, any service connections past the meter will be the customer's responsibility.

Date: _____

Applicants Name: _____

Service Address: _____

Billing Address: _____

Previous Address: (for transfer) _____

Transfer to address: (for transfer) _____

Date of Birth: _____ Phone: _____ Employer: _____

Social Security /Tax ID#: _____ Drivers License #: _____

Spouse's Name: _____ Spouse's Social#: _____

Child's Name: _____ Child's Name: _____

Signature: _____