

# Water Works Board of the City of Fort Payne

## Water Users Agreement

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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 herein, the Water Board shall provide to the Water User such quantity of water as the Water User may desire in connection with their occupancy and / or use 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 their 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 decision making authority regarding 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 including, but not limited to, whether said connection shall be permitted and whether said connection meets all applicable requirements. Said connection shall not be permitted unless and until it is approved by the Water Board.
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 they may not avail their self (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 Water 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 their service line for the purpose of supplying water to another user, separate residence, or separate business. Intent being to serve one household or business per meter. The Water Users rate may change if multiple connections or extensions are installed. If additional connections or extensions are made without the knowledge and approval, in writing, of the Water Board, a penalty may be charged in addition to the change in the Water Users rate.

14. 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 Water User agrees that no other present or future source of water will be connected to any waterlines serviced by the Water Board's waterlines. The Water User shall disconnect from any 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 notification will be sent to the customer via text / phone call 6-10 days after the regular monthly billing date. Whether or not notification is received, service will be disconnected if bill is not paid within 10 days after the due date.
  - 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 nonrefundable service fee will be collected upon connection of services.**

19. The Water Board is only responsible for repairs and service on piping, equipment, etc. up to the meter to provide water service. Repairs and services on any piping, equipment, etc. past the meter are the customer's responsibility.

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Service Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

(IF TRANSFER) Previous Service Address: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Employer: \_\_\_\_\_

Social Security /Tax ID#: \_\_\_\_\_

Driver's License #: \_\_\_\_\_

Email Address: \_\_\_\_\_ Email Bill: \_\_\_\_\_ Print Bill: \_\_\_\_\_ Both: \_\_\_\_\_

Spouse's Name: \_\_\_\_\_ Spouse's Social #: \_\_\_\_\_ Spouse's Cell Phone: \_\_\_\_\_

Do You Own: \_\_\_\_\_ or Rent: \_\_\_\_\_ If Renter, Owner's Name: \_\_\_\_\_ Owner's Home Phone: \_\_\_\_\_

Owner's Cell Phone: \_\_\_\_\_

Signature: \_\_\_\_\_