

WATER, SEWER, AND NATURAL GAS SERVICE AGREEMENT

State	Alabama
County	Randolph
Service Property	_____, Alabama

Parties. This User Agreement (the “Agreement”) is entered into between the Water, Sewer and Gas Board of the Town of Wedowee, Alabama, a board organized and existing under the laws of the State of Alabama (the “Board”), and the undersigned water, sewer and/or gas user (the “User”).

Purpose. The User desires to receive water, sewer, and/or natural-gas service from the Board for residential, commercial, agricultural, industrial, or other authorized purposes and agrees to comply with this Agreement and the Board’s applicable service policies.

Agreement. In consideration of the mutual promises and obligations contained in this Agreement, the Board and the User agree as follows:

1. Water Service

Subject to available system capacity, applicable law, and the Board’s duly adopted rules, regulations, and policies, the Board shall provide water service in quantities reasonably required for authorized use at the service property identified above.

2. Customer Service Lines

The User shall install and maintain, at the User’s expense, separate customer service lines for each applicable utility service. Each customer service line shall begin at the outlet or connection point designated by the Board and extend to the building or other authorized location being served. All customer service lines shall be constructed and maintained in accordance with applicable law and the Board’s specifications.

For natural-gas service, the Board shall designate or approve the location of the gas meter and regulator. The location must be outdoors, at or near ground level, readily accessible to authorized Board personnel, and free from decks, fences, vegetation, stored materials, animals, or other obstructions.

3. Connection to Utility Systems

Each customer service line shall connect to the applicable Board utility system at a location designated or approved by the Board. Service will be provided only after the Board determines that sufficient system capacity is available and that the proposed connection complies with applicable law and the Board’s specifications.

4. Water-Service Equipment

The User shall install and maintain a customer-side shutoff valve and any backflow-prevention assembly or pressure regulator required by the Board’s specifications, cross-connection-control policy, or applicable law. Required equipment shall be installed at a location approved by the Board and shall remain accessible for inspection, testing, maintenance, and replacement.

5. Rates and Payment

The User shall pay all rates, fees, and charges for utility services when due and in accordance with the Board’s duly adopted rate and fee schedule. The Board may revise its rates, fees, and charges from time to time. Current rates, fees, and charges will be available at the Board’s office and on its website.

6. New Water-Service Locations

When the Board constructs or extends water-system facilities to make service available to a new service location, the User shall pay the applicable minimum monthly water bill for sixty (60) consecutive months beginning on the date the Board makes water service available, regardless of actual water usage. This obligation applies only when stated in a separate written new-service or system-extension agreement signed by the User and the Board.

7. Board-Owned Water Equipment

For water service, the Board shall furnish and install the Board-owned water meter and service shutoff valve at a location designated or approved by the Board. Unless the Board approves another location, the meter shall be installed outside the User's premises at or near the property line. The water meter and service shutoff valve shall remain under the exclusive control of the Board.

8. Board-Owned Natural-Gas Equipment

The Board shall furnish and install the Board-owned natural-gas meter, regulator, and service shutoff valve at a location designated or approved by the Board. This equipment shall remain under the exclusive control of the Board and must remain readily accessible to authorized Board personnel. The User shall not operate, alter, relocate, obstruct, or interfere with Board-owned natural-gas equipment.

9. Service Shortages and Emergencies

During a water or natural-gas shortage, supply interruption, emergency, system-capacity limitation, or other condition affecting service availability, the Board may impose reasonable and nondiscriminatory restrictions, allocations, or temporary service interruptions consistent with applicable law and the Board's duly adopted policies.

10. Unauthorized Connections

A User shall not connect or extend a customer service line to provide Board-supplied utility service to another property, premises, account, or unauthorized person without the Board's prior written approval. Upon discovering an unauthorized connection, the Board may disconnect the affected service and take any other action authorized by law or Board policy. When reasonably practicable, the Board will notify the User of the violation. Advance notice is not required when the connection involves theft, meter tampering, a safety hazard, threatened system damage, or a risk of contamination.

11. Delinquent Accounts and Disconnection

Each utility bill constitutes notice of the amount due, the payment due date, and the Board's disconnection policy. If full payment is not received within ten (10) days after the due date, the account will be delinquent and the Board may disconnect any or all services provided to the User without further notice. To avoid disconnection, the User must pay the required amount or contact the Board to dispute the bill before the expiration of the ten-day period.

A delinquent account will be assessed the applicable late fee established in the Board's duly adopted late-fee policy. Acceptance of a partial payment does not waive or prevent the Board's right to disconnect service after the ten-day period unless the Board and the User have entered into a written payment agreement. The User must comply with all terms of the payment agreement to avoid disconnection.

12. Reconnection

When service is disconnected for nonpayment or a violation of the Board's rules, regulations, or policies, the User must pay all past-due charges, the applicable reconnection fee, and any other amount required by the Board's duly adopted policies before service is restored. Payment does not require immediate reconnection outside the Board's normal operating hours. Reconnection remains subject to safe access, correction of any violation, and satisfaction of applicable inspection or safety requirements.

13. Changes to Board Policies

The User is subject to the Board's duly adopted rates, fees, service rules, technical standards, and operating policies, as amended from time to time. Current policies and notice of material changes will be made available at the Board's office and published on the Board's website. Changes will apply prospectively from their stated effective date.

14. Initial Connection and Tap Fees

The User shall pay the applicable connection or tap fee established in the Board's duly adopted rate and fee schedule before construction or installation begins. Additional charges may apply when a road bore, pavement cut, system extension, unusual installation, or other extraordinary construction is required. When reasonably practicable, the Board will identify the estimated additional charges before beginning the work. Any exemption or reduction must be approved in writing by the Board or its authorized representative.

15. Service Connection Fee

The User shall pay the applicable nonrefundable service connection fee established in the Board's duly adopted rate and fee schedule when service is established. This fee is an administrative connection charge and is not a refundable security deposit.

16. Account Closures, Meter Assignments, and New Service

A User remains responsible for all charges incurred through the date service is discontinued. An account with an unpaid balance will remain open and delinquent in the responsible User's name, and the existing meter will remain assigned to that account until all amounts owed on the account are paid in full. The Board will not transfer that meter to another account or User while the delinquent balance remains unpaid.

A purchaser, landlord, new tenant, or other applicant who is not legally responsible for the delinquent balance may apply for a separate service connection and new meter. The applicant must pay all applicable tap, connection, construction, and installation charges. Any new tap or service connection is subject to the Board's approval, available system capacity, applicable law, and the Board's specifications. Applying for separate service does not make the new applicant personally responsible for the prior User's debt.

17. Access to Board Equipment

The User shall provide the Board and its authorized employees, agents, and contractors reasonable access to Board-owned meters, regulators, shutoff valves, service connections, and other utility equipment for reading, inspection, testing, maintenance, repair, replacement, disconnection, and reconnection. The User shall keep access areas free from locked barriers, animals, vegetation, stored materials, and other unsafe conditions or obstructions. The Board may enter without prior notice when reasonably necessary to respond to an emergency, suspected gas leak, contamination risk, system hazard, meter tampering, or threat to public safety.

18. Customer-Owned Lines and Equipment

The User is responsible for installing, maintaining, repairing, and replacing all customer-owned service lines, piping, plumbing, fixtures, appliances, and equipment located beyond the Board's designated point of delivery or connection. The User is responsible for utility service measured or delivered through the Board's meter, including service lost through leaks or defective customer-owned equipment, subject to any adjustment expressly authorized by the Board's adopted policies. The User shall promptly correct any condition that creates a safety hazard, contamination risk, or threat to the Board's utility systems.

19. Meter Tampering and Theft of Service

No person other than an authorized Board representative may remove, bypass, alter, damage, reconnect, or interfere with a Board-owned meter, regulator, seal, shutoff valve, service line, or other utility equipment. The Board may immediately discontinue service when it reasonably determines that tampering, unauthorized reconnection, diversion, or theft of service has occurred. The User shall be responsible for applicable investigation, repair, replacement, usage, and reconnection charges established by Board policy. The Board may refer suspected theft, tampering, or property damage to the appropriate law-enforcement agency.

20. Meter Reading and Estimated Billing

When the Board is unable to obtain an actual meter reading because of an inaccessible meter, equipment malfunction, unsafe condition, or other reasonable cause, the Board may issue an estimated bill based on the User's prior usage, comparable usage, system information, or another reasonable method. The Board may adjust the account after obtaining an actual reading or correcting the condition that prevented an accurate reading.

21. Service Interruptions

The Board does not guarantee uninterrupted utility service. The Board may temporarily interrupt, reduce, or discontinue service when reasonably necessary because of maintenance, repairs, construction, emergencies, supply limitations, equipment failure, utility-system damage, regulatory requirements, or conditions beyond the Board's reasonable control. When reasonably practicable, the Board will provide notice of a planned interruption.

22. Governing Law

This Agreement shall be governed by and interpreted under the laws of the State of Alabama. Any legal action concerning this Agreement shall be brought in a court of competent jurisdiction in Randolph County, Alabama, unless applicable law requires otherwise.

23. Severability

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions will continue in effect to the fullest extent permitted by law.

24. No Waiver

The Board's delay or failure to enforce any provision of this Agreement or an applicable Board policy does not waive the Board's right to enforce that provision or policy later. Acceptance of a late or partial payment does not waive any past or future violation or prevent the Board from exercising any remedy authorized by this Agreement, Board policy, or applicable law.

25. Entire Agreement and Controlling Policies

This Agreement, together with the Board's applicable rate schedules, service rules, technical standards, written payment agreements, and service-specific addenda, constitutes the agreement between the Board and the User concerning utility service. If this Agreement conflicts with applicable law or a duly adopted Board policy, applicable law will control first, followed by the Board policy and then this Agreement. Any special agreement modifying the User's service obligations must be in writing and signed by an authorized Board representative.

26. Notices and Contact Information

The User shall provide accurate contact and mailing information and promptly notify the Board of any change. Unless applicable law or Board policy requires another method, the Board may provide notices through a utility bill, United States mail, electronic mail, text message, hand delivery, posting at the service property, or publication on the Board's website. Failure to receive a notice because the User did not maintain current contact information does not extend a payment deadline or prevent enforcement of the Board's policies.

Acknowledgment and Signatures

Acknowledgment. By signing below, the User acknowledges that the User has read and received a copy of this Agreement, agrees to its terms, and agrees to comply with the Board's applicable service rules, technical standards, and duly adopted policies, as amended from time to time.

User Signature

Date

Printed Name

Account Number

Service Address

Mailing Address (if different)

Board Representative

Date

Working-draft note: *This document remains under review. The Board's organizational description in the Parties paragraph and the account-closure and meter-assignment provisions should be verified against the Board's governing documents and reviewed by the Board's Alabama attorney before final approval. Remove this note and the "Clean Working Draft" label from the final approved version.*