

WATER, SEWER & GAS USER AGREEMENT

State Alabama
County Randolph
Service Property _____, Alabama

Parties. By acceptance of services offered by the Utility Board, 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 purchase water, and/or sewer and/or gas from the Board for domestic, commercial, agricultural, industrial, or other authorized use and to enter into this Agreement as required by the Board’s bylaws.

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

- 1. Water Service.** Subject to the limitations contained in the Board’s bylaws and Service Rules and Regulations, the Board shall furnish the quantity of water the User may desire in connection with the User’s occupancy of the service property identified above.
- 2. User’s Service Line.** The User shall install and maintain, at the User’s expense, dedicated service lines for services being provided by the Board, beginning at a point designated by the Board at the User’s property line and extending to the dwelling and other portions of the premises. The service line shall be constructed according to the Board’s specifications. The exception is for gas, which the Board will provide at an agreed 100% accessible location to the board on the outside of the residence and at ground level and not obstructed in any way by decks, shrubbery or the like.
- 3. Connection to Distribution System.** The User’s service line shall connect to the Board’s distribution system at a location designated by the Board, provided the Board determines in advance that its system has sufficient capacity to deliver services to that location.
- 4. Customer-Side Equipment. Water:** The User shall install a shutoff valve on the User’s side of the service line, together with a backflow-prevention device and, where necessary, a pressure regulator at the meter or within 3 feet.
- 5. Rates and Payment.** The User shall pay for services at the rates and at the times and places established by the Board which are subject to change without notice.
- 6. Minimum Bill Commitment. New Hookup Service Locations:** The User shall pay at least the minimum bill for a period of sixty (60) months from the date water service becomes available, even if the User does not use the service (for new tap services).
- 7. Board Equipment and Access.** The Board shall purchase and install a shutoff valve and water/gas meter for each service where water/gas use is desired. The equipment shall be installed either off the User’s premises or on the User’s property within three (3) feet of the property line or other designated locations for gas services. The Board shall have the exclusive right to operate the Board’s shutoff valve and water meter to turn service on or off, gas meters and shut off’s will be at the agreed location at the service building location. Access to the meters shall not be hindered by shrubs, decking, over grown grass higher than 6 inches, or other structures that prevent the reading of meter results without climbing or putting the reader in awkward positions.

- 8. Final Determinations and Shortage.** The Board shall make the final determination regarding the location of the service-line connection to its distribution system. The Board shall also determine the allocation of services to Users in the event of a service shortage's due to product availability.
- 9. Unauthorized Connections.** After providing ten (10) days' written notice, the Board may discontinue service to a User who permits a connection or extension to the User's service line for the purpose of supplying Board products to an unauthorized user.
- 10. Delinquent Accounts and Disconnection.** Failure to pay water charges imposed by the Board shall result in the following actions:
- a. If payment is not received within ten (10) days after the due date, the User's name will be placed on the delinquent list and services can be terminated at any time.
 - b. A delinquent account will be assessed a late fee subject to the Boards late fee policy, acceptance of any funds which are not full payment does not prevent the board from terminating service 10 days after the due date unless written agreements have been negotiated to satisfactorily meet debt obligations.
- 11. Reconnection.** If the Board discontinues service because of a violation of the Rules and Regulations or nonpayment, a \$100.00 reconnection fee will be charged. All current charges must be paid in full before service is reconnected.

Additional Terms

Changes to Governing Documents. The Board reserves the right to adopt or amend its bylaws and Rules and Regulations from time to time. Upon public notice of a change (published on our website), the User agrees to comply with the amended requirements.

Initial Tap Fee. An initial tap fee's are required by the Board. If the system is constructed, this amount must be paid before service begins and is subject to additional fee's if Road Bore's or Cutting of roads is necessary. See any attached exemption, if applicable.

Meter Connection Fee. A fee of \$100.00 will be collected upon connection of service for both rental and owner-occupied properties. The deposit may be applied to any unpaid balance owed by the User to the Board for services rendered and not paid for.

Account Closures or Transfers: Accounts will not be closed or transferred and will be considered delinquent until final bill is paid in full. Example, the meter number is attached to an account and that meter or account will not be available for any other person until the account is paid in full and transferred into new service. Any sold/purchased property or rental property that has a delinquent account will need to have the previous owner or renter account settled before the meter can be transferred. The Board strongly recommends that rental units owners keep utilities in the property owners name and bill the tenant's directly to prevent unknown meter debt.

Acknowledgment and Signatures

By signing below, the User acknowledges receipt of this Agreement and agrees to its terms.

User Signature

Date

Printed Name

Account Number

WATER, SEWER AND GAS BOARD OF THE TOWN OF WEDOWEE, ALABAMA

Service Address

Mailing Address (if different)

Board Representative

Date