

## WATER AND SEWER USERS AGREEMENT

STATE OF ALBAMA

COUNTY OF LOWNDES

THIS AGREEMENT between The Water Works and Sewer Board of the Town of Fort Deposit, a corporation organized and existing under and by the virtue of the laws of the State of Alabama, hereinafter called the "Corporation", and the undersigned water and sewer user, hereinafter called the "User".

WITNESSETH: That, WHEREAS, the user desires to purchase water and sewer service for domestic, commercial, agricultural, industrial or other uses, from the Corporation and to enter into a Users Agreement as required by the Board of Directors of the Corporation.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, it is hereby understood and agreed:

1. While no promise or agreement for continuous or uninterrupted water or sewer service is ever contemplated or implied, the Corporation shall furnish, subject to the availability of water and sewer service and to the limitations provided for in the By-Laws and Service Rules and Regulations hereinafter provided for, such quantity of water or sewerage service as the User may desire in connection with his occupancy of property located within the extremes of The Town of Fort Deposit, Lowndes County, or Butler County.
2. Water or sewer service will not be provided to any User unless the Corporation has determined in advance that the water or sewer facilities is of sufficient capacity to permit delivery of water and /or sewer services to that point and further unless the User has furnished satisfactory proof to the Corporation that sufficient and adequate provision has been made or will be made for wastewater disposal. This proof shall consist of connection to an approved sewer system or approval for and connection to septic tank or other private sewerage treatment. Such approval must be by the Lowndes County or the Butler County Health Department depending on the Users county location.
3. User shall install and maintain at his own expense a water service line and/or a sewer service line, which shall begin at a point of service designated by the Corporation, usually at his property line, and extend to the dwelling and other portions of his premises. The User shall be responsible for maintaining his sewer service line from his dwelling to the main sewer line owned by the Corporation. If the user is unable to remove clogged sewer service lines from his dwelling to the main sewer line, the Corporation will assist the User and the User shall pay the Corporation for the cost of all materials and labor.
4. The User shall provide a cut-off valve on his side of the water meter to allow for user cut-off without using the Corporation's valve.
5. The User shall not make or allow others to make any connection to his water or sewer service lines, which will serve another residence, business, or industry. This double connection will result in customer possibly being disconnected and/or financial penalties being imposed on the User by the Corporation to recover loss of income, costs involved, and penalties.
6. The User shall disconnect all connections to other water sources (wells or other systems) before connecting to the Corporations water meter and shall make no other connection that would result in water from any other source entering the Corporations water system. In case alternate sources for chicken houses are required, the User is required to take precaution to cut off all connections with the Corporation's water before connecting to the alternate source and disconnect alternate sources before reconnecting to the Corporation's source.
7. The User shall pay for such water and, if sewer is available, the Corporation shall determine such sewer at such rates, time, and place as.
8. In addition to the security deposit designated by the Corporation, the User shall pay, in cases of new meter connections, the tap fee for both water and sewer, if sewer is available, the corporation designates that. Multiple security deposits and multiple tap fees are required for multiple installations.
9. The failure of a User to pay water charges or, where sewer is available, water and sewer charges duly imposed shall result in the automatic imposition, without any further notice to the User, of the following penalties:
  - a. Non-payment within fifteen (15) days from due date will be subject to a penalty of five (5) percent of the delinquent amount.
  - b. Nonpayment within twenty (20) days from the date due will result in the water being shut off from the User's property.

c. In cases where one user has more than one meter service, nonpayment of one service will result in the above action plus transfer of unpaid balances to other meter accounts of the same User.

- 10. In the event it becomes necessary for the Corporation to shut off water from a User's property for violations of the Rules and Regulations, a fee will be charged to reconnect the service. A fee will also be charged for checks returned by Banks for insufficient funds.
  - 11. In the event it becomes necessary for the User to move to a different location within the service boundary of the Corporation, a new agreement will be executed. If a service meter should be in place at the new address, a service move charge will be applied to cover the cost of moving and transferring service.
  - 12. The Corporation shall install any or all of a service line, curb stop, water meter, and/or backflow check valve within a meter box either off the User's premises or upon the User's property. The Corporation shall have exclusive right to use cutoff valve and water meter and backflow check valve and to turn off and on or maintain and service its equipment.
  - 13. The Corporation shall make the final determination in any question of location of any service line connection to its main water and sewer lines.
  - 14. The Corporation shall determine the allocation of water to the User in the event of a water shortage.
  - 15. The Corporation may shut off the water to a User, without prior notice to the User; in order to work on it's system or makes other connections to its system.
  - 16. The Corporation may shut off water of a User if, due to the condition of the User's service line or plumbing or wastewater disposal, it believes the continuation of water to the User would not be in the best interest of this User or other Users.
  - 17. Where new subdivisions, new trailer parks, or new housing projects are developed, the Corporation requires the developer of same to provide plans for the Corporations approval which show a layout of water and sewer facilities which will be constructed to the Corporations approval at the developer's cost including service up to each lot or trailer pad. The User to the Corporation, which will then maintain them, will relinquish title to these facilities up to and through the meter. The Corporation for each such development will determine appropriate tap fees per meter.
- 18.If it is a rental house, we must have on file a copy of the lease agreement from the owner, a rental Verification Form from the Landlord (Form at the Water Department) The water must be in the Renters name If we, the Water Board, have suspicion of Fraud we have the right to refuse services.

19.If the water is in a family members name that is deceased, the water will be turned off.

The forgoing notwithstanding, the Corporation reserves the right to make or amend the By-laws or the rules and regulations of the Corporation from time to time, and the User agrees to abide by such changes upon notice thereof.

The User understands that, in addition to tap fees, a refundable security deposit of       \$200.00       Dollars will be collected before connection of service, which said Dollars shall be applicable to any unpaid balance owed by the User to the Corporation for service rendered and not paid for. There is also a \$50.00 service fee. The Corporation may increase this amount required for deposit when repeated late payment or nonpayment is experienced

Print users name and mailing address: User's Signature

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User's S. S. Number \_\_\_\_\_

Witness \_\_\_\_\_

User account Number \_\_\_\_\_