

Water User's Agreement

STATE OF ALABAMA)
ST CLAIR COUNTY)

THIS AGREEMENT between the Utilities Board of the Town of Odenville, Alabama, a public corporation organized and existing under and by virtue of the laws of the State of Alabama, herein after called the "Board" and the undersigned water user, hereinafter called the "Water User".

WITNESSETH:

THAT WHEREAS, the Water User desires to purchase water for domestic, commercial, agriculture, industrial or other uses, from the Board and to enter into a User's Agreement as required by the By-Laws of the Board.

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

1. The Board shall furnish, subject to the limitations as provided for in the By-Laws and 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 at _____, Alabama.
2. The Water User shall install and maintain at his own expense a service line which shall begin at a point designated by the Board at his/her water meter and extend to the dwelling and other portions of his/her premises.
3. The Water User's service line shall connect with the distribution system of the Board at the place designated by the Board, provided the Board has determined in advance that the Board's water system is of sufficient capacity to permit delivery of water at that point.
4. The Water User agrees to grant the Board, its successor and assigns, a perpetual easement in, over, under and upon the above described land, with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the Water User for the purpose of ingress and egress from the above described lands.
5. The Water User agrees to comply with and be bound by the Articles, By-Laws, Rules and Regulations of the Board, now in force, or as hereafter duly and legally supplemented, amended or changed. The Water User also agrees to pay for water at such rates, time and place as shall be determined by the Board, and agrees to the imposition of such penalties for noncompliance as are now set out in the Board's By-Laws and Rules and Regulations, or which may be hereafter adopted and imposed by the Board.
6. The Board shall purchase and install a cut-off valve and a water meter, for each service, provided use of water is immediately desired. Such cut-off valve shall be installed either off the Water User's premises, or upon the Water User's property, within (3) feet of the public right of way or easement for road which the board constructs a water main. The Board shall have the exclusive right to use such cut-off valve and water meter and to turn it off and on. The Water Users shall purchase and install a cut-off valve adjacent to the users meter to be located on the Water User's side of said meter.
7. The Board shall have final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water to Water Users in the event of a water shortage; and may shut off water to a Water User who allows a connection or extension to be made of his service line for the purpose of supplying water to another user. In the event the total water supply shall be insufficient to meet all of the needs of the Water Users, or in the event there is a shortage of water, the Board may prorate the water available amount the various Water Users, the Board must first satisfy all of the needs of all Water Users for domestic and livestock purposes before supplying any water for garden purposes.

8. The Water User agrees that no other present or future source of water will be connected to any water lines served by the Board's water lines and will disconnect from his/her present water supply prior to connection to and switching to the Board's system and shall eliminate their present or future cross connections in his/her system.

9. The failure of a Water User to pay water charges duly imposed shall result in the automatic imposition of the following penalties:
 - A. Nonpayment within twenty (20) days from the due date will be subject to a penalty of ten (10%) percent of the delinquent amount.
 - B. Nonpayment within forty (40) days from the date due will result in the water being shut off from the Water User's property after due notice.
 - C. In the event it becomes necessary for the Board to shut off the water from the Water User's property for violation of the Rules and Regulations, a fee will be charged for a reconnection of the service.

10. The Water User agrees to pay a service installation fee of _____ and a meter deposit in the amount of _____ for buildings and _____ for mobile homes. In the event service to the Water User is terminated, either voluntarily by the Water User, or by the Board for cause, the deposit shall be held and applied by the Board to any unpaid balance then owing on the Water User's account. Should the account be fully paid at the time of termination of service to the Water User, the deposit shall be refunded by the Board within reasonable time thereafter.

THE FOREGOING, NOT WITHSTANDING, the Board reserves the right to make or amend the By-Laws or the Rules and Regulations of the Board from time to time and the Water User agrees to abide by such changes upon notice thereof.

Receipt of _____ is hereby acknowledged by the Board. This installation fee entitles the Water User to the installation of a _____ water meter.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the _____ day of _____,
 20 _____.

UTILITIES BOARD OF THE TOWN OF ODENVILLE, AL

BY: _____
 CHAIRMAN

 WATER USER

 SPOUSE

 ADDRESS

 PHONE