

THE PIKE COUNTY WATER AUTHORITY
13102 US HWY 231 ~ TROY, ALABAMA 36081
(334) 566-1933 FAX (334) 566-4065

WATER USERS AGREEMENT

STATE OF ALABAMA

PIKE COUNTY

THIS AGREEMENT between the Pike Water **Authority**, a corporation organized and existing under and by virtue of the laws of the State of Alabama, hereinafter called the "Corporation" 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 Corporation and enter into a Users Agreement as required by the By-Laws of the Corporation:

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

1. The Corporation 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 Corporation at his property line and extend to the dwelling and other portions of his premises. The service line located on the Water User's property shall be owned and maintained by the Water User.
3. The Water User's service line shall connect with the distribution system of the Corporation at the place designated by the Corporation, provided the Corporation has determined in advance that the Corporation's water system is of sufficient capacity to permit delivery of water to that point.
4. The Water User shall pay for such water at such rates, time and place as shall be determined by this Corporation.
5. The Corporation shall purchase and install a cut-off valve, residential dual check valve backflow preventer 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 three (3) feet of the property line. The Corporation shall have exclusive right to use the cut-off valve, backflow preventer and water meter and to turn it on and off.
6. The Corporation shall make the final determination in any question of location of any service line connection to its distribution system (a suitable, unobstructed and accessible place shall be provided at all times to the meter reader).
7. The Corporation may shut off the water of a Water User who allows a connection or extension to be made to his service line for the purpose of providing water to another user.
 - (A) The water user covenants and warrants that only one (1) water service will be permitted or continued for each meter without prior written permission of the corporation, and the user hereby grants the corporation, its agents or employees an easement to enter water user's premises to test for leaks and Improper connections, and the water user understands water service may be terminated should more than one (1) user be permitted, allowed or continued per meter. (The customer shall not sell water to any other person or permit any other person to use said water).
 - (B) Except for fire protection, the Corporation shall not under any condition furnish water free of charge to anyone.
8. The failure of the water user to pay water charges duly imposed shall result in the automatic imposition of the following penalties:
 - A. **Payment is due in full by the tenth (10th) of the month (no partial payments allowed).** If payment is not made by the tenth (10th) of each month, the Water User will be subject to a penalty of ten percent (10%) of the delinquent amount. Failure to receive bills or notices shall not prevent such bills from becoming delinquent not relieve the customer from payment.
 - B. **In addition to A. above, nonpayment within the next ten (10) days, which would be the twentieth day of the month**, an additional \$50.00 (reconnect fee) will be added, and the water service will be shut off until the account is paid in full.
9. In the event it becomes necessary for the Corporation to shut off the water from a water user's property for violation of the service rules and regulations and/or abuse of the meter, a minimum fee of fifty (\$50.00) dollars will be charged for such tampering or abuse of the meter and for reconnection of service.
 - A. The Corporation may, in addition to prosecution by law, permanently refuse service to any consumer who tampers with a meter or other measuring device.
11. The Corporation reserves the right to make or amend the Rules and Regulations of the Corporation from time to time and the Water user agrees to abide by such changes upon notice thereof.

HANDICAPPED ACCESSIBLE

Receipt of \$ _____ (\$50.00 Non-Refundable Connection Fee) is hereby acknowledged by the Corporation.

Receipt of \$ _____ (\$50.00 Non-Refundable Transfer Fee) is hereby acknowledged by the Corporation.

Receipt of \$ _____ (\$600.00 Non-Refundable ¾ New Service/Tapping Fee for short side) is hereby acknowledged by the Corporation.

Receipt of \$ _____ (\$600.00 Non-Refundable ¾ Boring Fee for 2 lane State Roads) is hereby acknowledged by the Corporation.

Receipt of \$ _____ (\$1000.00 Non-Refundable 1 Inch New Service/Tapping fee) is acknowledged by the Corporation.

Receipt of \$ _____ (\$1500.00 Non-Refundable 1 ½ Inch New Service/Tapping fee) is acknowledged by the Corporation.

Receipt of \$ _____ (2000.00 Non-Refundable 2 Inch New Service/Tapping fee) is acknowledged by the Corporation.

ACCOUNT NUMBER _____ PICTURE ID SHOWN _____

APPLICANT FULL NAME: _____

SPOUSE FULL NAME: _____

SERVICE ADDRESS: _____

MAILING ADDRESS: _____

CITY: _____ ST: _____ ZIP: _____ PHONE: _____

ALTERNATE CONTACT INFORMATION

NAME: _____ PHONE: _____

RENTERS ONLY:

OWNER OR LANDLORD: _____ PHONE: _____

TRANSFER, CONNECTION OR INSTALLATION FEE PAID _____

SIGNATURE

DATE

NEW INSTALLATION INFORMATION

The following information is requested by the federal government in order to monitor compliance with federal laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race/national origin of individual applicants on the basis of visual observation or surname.

Ethnicity:

Hispanic or Latino Not Hispanic or Latino

Race:

White Black or African American American Indian/Alaska Native Asian Native Hawaiian or other Pacific Islander

Gender: Male Female

PIKE COUNTY Water Authority is an equal opportunity provider and employer. To file a complaint of discrimination, write to: USDA, Director, Office of Civil Rights, 1400 Independent Avenue SW, Washington, DC. 20250-9410 (800)795-3272 (Voice) or (202)720-6382 (TDD)

“An Equal Opportunity Employer”