

Water Works and Gas Board of the City of Red Bay

PO Box 2007, Red Bay, Alabama 35582

Phone: 256.356-8622 Fax: 256.356.4922 Email: cfowler@redbaywaterandgas.org

Water and Gas User's Agreement

This institution is an equal opportunity provider.

This agreement is between the Water Works and Gas Board of the City of Red Bay, a public corporation organized and existing under and by virtue of the laws of the State of Alabama, hereinafter called the "**System**" and the undersigned water and gas user, hereinafter called the "**User**".

Witness: That, whereas, the Water and Gas User desires to purchase water or gas for domestic, agricultural, commercial, industrial, and other uses from the System and enter into a Water and Gas User's Agreement as required by the By-laws of the System.

Now, therefore, in consideration of the mutual covenants, promises and agreements herein set out and contained, it is understood and agreed:

1. The System 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 and gas, as the Water and Gas User may desire in connection with their occupancy of property located within the system.
2. The water meter will be set on the right-of-way of the public road on which the pipe main is located. The Water and Gas User **MUST** provide access to the water and gas meter for the meter reader. The Water and Gas User shall install and maintain, at their own expense, a service line which shall begin at the water meter and or gas meter and extend to the dwelling and/or other portions of their premises, provided the System has determined, in advance that the System's water system and or gas system is of sufficient capacity to permit delivery of water or gas to that point. Any pressure required by the Water and Gas User, above or below that provided by the System, will be the responsibility of the Water and Gas user. The System shall make a final determination in any question of location of any service line connection to its distribution system and shall determine the allocation of water and or gas to the Water & Gas User in the event of a water shortage.
3. The System shall purchase and install a cut-off valve and a water meter in each service, provided the use of the water is immediately desired. The meter, meter box lid, etc. does not belong to the Water User but remain the property of the System. The System shall purchase and install a cut-off valve and a gas meter. The gas meter is also the property of the System. Any damage inflicted to these items, including necessary locks or connecting lines from the meter to the main line will be billed to the customer, subject to same payment terms set forth in paragraph 15.
4. All Water Users are required to install a cut-off device on the service line between the water meter and residence and/or business and/or other place of water use, for those occasions when the customer wishes to cut off their own water supply for repair, etc. The Water User should not use the System's cut-off valve.

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5. A pressure regulator on the Water User's side of the meter IS REQUIRED. The System is not responsible for any damage to the Water User's plumbing because of excessive pressure.
6. The State Department of Health requires a physical disconnection source between any public water supply and a private water source.
7. The Water and Gas User shall be responsible for the payment of all water and gas passing through the meter. The Water and Gas User shall pay for such water and gas at such rates, time and places determined by the System. The Water and Gas User remains the responsible party and is liable for all water and gas used until the System is notified to the contrary. Relocation of the Water and Gas User without proper notification to the System does not relieve the responsibility of the Water and Gas User for water used.
8. No water passing through the service can be sold without the written consent of the System.
9. Only one (1) residence per meter is allowed. The System may shut off the water and gas of any Water and Gas User who allows a connection or extension to be made to his service line for supplying water or gas to another user (residence), even if the Water and Gas User owns both households.
10. If the consumer believes their bill to be in error, they shall present their claim, in person, at the office at 302 4th Avenue SE, Red Bay, Alabama BEFORE the bill becomes delinquent. Such claim, if made after the bill becomes delinquent, shall not be effective in preventing disconnection of service as heretofore provided. The customer may pay such bill under protest and said payment shall not prejudice their claim.
11. The consumer may request a "special" reading of their meter for a \$25 fee. If the reading discloses that the meter was misread, no charge will be assessed.
12. Poultry houses will be connected to a separate meter from residence meter. The maximum number of poultry houses allowed per meter will be decided by the System. The Water and Gas user's supply needs should be discussed prior to installation of service.
13. The Water and Gas User applying for service must be 19 years of age, or if less than 19 years of age have the written consent and authorization of their parent or legal guardian. Completed application forms must be notarized if not signed at the utility office by the person responsible for payment of the fees assessed on the Water and Gas user's account.

The following information must be provided when applying for new service:

- Two forms of identification, which may include a valid driver's license, a state or federal issued identification card or a utility bill in the name of the person responsible for payment on the account.

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- Authorization by the System Manager is required for all Business Applications. However, at a minimum, if a specific person is not designated as the responsible party, then adequate documentation designating the signor as a person of authority to obligate the entity must be provided.

14. The following fees will be in effect for each water and gas user account:

- An account origination fee of \$150 for residential water and \$150 for residential gas services, \$500 for commercial and industrial water and \$500 for commercial and industrial gas services.
- A fee of \$600 will be charged for each water and gas service to each account requiring a standard ¾" service to be set and/or a line tap to be completed. Services larger than ¾" will be charged the cost of the meter PLUS the \$600 tapping fee.

15. The monthly bill is final notice of a payment obligation. The System is not obligated to give further notice prior to disconnection of service for non-payment. No late notice, notice of disconnection or notice of account termination will be provided.

A penalty fee of 10% of the past due amount on the account will be assessed on each account not paid by applicable due date. Once customer account becomes fifteen (15) days past due the account is considered delinquent. The meter is subject to being locked thus suspending service(s). At this point, a \$50 service fee is billed to the customer's account.

If the Water and Gas User does not pay all amounts due on their past due twenty five (25) days of due date, the account is terminated and a new application for service must be submitted to establish the Water and Gas User's as a new account and a new account origination fee will be charged per service.

A new account will not be established until all amounts due on the terminated account are paid in full.

The System will not be held liable for damages to appliances or any personal possessions of the Water and Gas User due to the disconnection of water and gas services.

16. Returned or non-sufficient fund checks will be regarded as unpaid bills. All Water and Gas User's will be charged a \$50 service charge for all returned or non-sufficient fund checks. After the Water and Gas User present the second returned or non-sufficient fund check, the System will no longer accept a check as payment of water and gas services or any other obligations. Cash, money orders, debit cards or credit cards will be required. Any returned or non-sufficient fund checks that are uncollected by the System with reasonable effort will be turned over to the Franklin County District Attorney's Office Worthless Check unit without further notice. If legal action is necessary, collection costs, including attorney's fees will be added to the amount due.

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17. Meters are read and billed monthly. All bills state the amount due, the date and delinquent amount if not paid by the due date. The bill is in the final notice of payment obligation. No further notice will be given. Water and Gas Users are due based on the following:

Routes 1,2,3		Due 10 th
Route 7		Due 15 th
Routes 4,5,6,8		Due 25 th

18. If water and gas service has been available to the Water and Gas User for less than fifteen (15) days prior to the reading of the meter, the account will not be billed until the following month. If water and gas service has been available for fifteen (15) days or more to the reading of the meter, the account will be billed at least the minimum for the month.
19. The System is not responsible for postal system mistakes. Failure to receive the bill will not relieve the Water and Gas User of timely payment obligations. Failure of the System to receive payment will not relieve the Water and Gas User of the incurring penalties.
20. Our maintenance personnel will assist Water and Gas Users with problems or questions pertaining to their water and gas service. However, in the event a problem is found to be the User's responsibility, the Water and Gas User will be billed for a service call if a trip to the location was necessary.
21. Persons responsible for theft of water and gas services or tampering with any part of the System for profit, terrorism or other reasons will be prosecuted.
22. The foregoing notwithstanding, the System reserves the right to make and amend the By-laws or the Rules and Regulations of the System from time to time and the Water and Gas User's agree to abide by such changes upon notice thereof.