

WATER USERS AGREEMENT

THIS AGREEMENT between the Warrior River Water Authority, a public Corporation organized and existing under and by virtue of the laws of the State of Alabama, here-in after 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 to enter into a Water Users Agreement as required by the By-Laws of the Corporation.

NOW, THEREFORE, in consideration of the 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, 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

2. The Water Users service line shall connect with the distribution system of the Corporation at the place designated by the Corporation, provided that the Corporation has determined in advance that the Corporation's water system is of sufficient capacity to permit delivery of water to that point.
3. The Water User agrees to abide by the Warrior River Water Authority's water service policy.
4. The Corporation shall make the final determination in any question of location of any service line connection to its distribution system and shall determine the allocation of water to Water Users in the event of a water shortage.
5. 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 supplying water to another user. One meter per livable dwelling and or location unless authorized by the Corporation.
6. The Water User shall pay for such water at such rates, time and place as shall be determined by the Corporation.
The Corporation shall have exclusive right to use the cutoff valve and water meter and to turn water service on and off.
7. Payments are due upon receipt of bill.
8. The failure of a Water User to pay water charges duly imposed shall result in the automatic imposition of the following penalties:
 - A. Non-payment before delinquent date will be subject to a penalty of ten (10%) percent of the delinquent account.
 - B. Non-payment within thirty (30) days from the delinquent date will result in the water being shut off to the Water User's property.
 - C. Non-payment for fifty (50) days after original delinquent date will allow the Corporation, in addition to all other rights and remedies, to terminate this agreement and in such event, the Water User shall not be entitled to receive, nor the Corporation obligated to supply any water.
 - D. Water User shall be responsible for all costs, including attorney's fees, associated with collection of monies owed by the Water User.
9. If it becomes necessary for the Corporation to shut off the water to a Water User's property, **a fee will be charged for a reconnection of the service.**

The foregoing notwithstanding, the Corporation reserves the right to make or amend the By-Laws or the Rules and Regulations of the System from time to time, and the Water User agrees to abide by such changes upon notice thereof.

Receipt of _____ is hereby acknowledged by the Corporation. In the event that for any reason the Water Service is not established, any sums not expended in investigation the water service or for other miscellaneous expenses will be refunded to the Water User.

In the event that for any reason the Corporation does not establish and maintain water system that provides service to the Water User, any sums not expended in investigations or for other miscellaneous expenses will be refunded to the Water Users pro rata.

The user understands that a refundable security deposit will be collected upon connection of service; which said security deposit shall be applicable to any unpaid balance owed by the user to the Corporation for water service rendered and not paid for.

Date: _____

Name: (Print) _____

Signature _____

FOR OFFICE USE ONLY

Warrior River Water Authority

By: _____

Acct. Number _____

Warrior River Water Authority Service Policy

1. 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.
2. The Water User shall engage a plumber or other qualified person to install the service line from his property line to the main.
3. No service line may be connected to a water main of the Warrior River Water Authority unless it conforms to the following requirements.
 - (A) Excavation Permit shall be required from State, County, or City, whichever has jurisdiction in area before meter setting and tapping of main shall be performed by Warrior River Water Authority.
 - (B) The service line shall consist of new 3/4" Type "K" copper tubing on all residential accounts using the standard 5/8" x 3/4" meter. Materials for larger meter settings will be specified by the Warrior River Water Authority. Other materials may be approved at the sole discretion of the Authority.
 - (C) A cut-off valve and approved meter box 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 Water Authority shall have exclusive right to use such cut-off valve and water meter and to turn water service on and off.**
 - (D) The Water User shall install not less than ten feet (10') of Type K copper on the Water User's side of the meter setting, and no opening or fixture shall be permitted any closer.
 - (E) There shall be a workable gate valve or stop and waste valve installed immediately after the meter and onto the customer coupling on the Water User's side of meter. There shall be an approved dual check valve (Watts Dual Check #7) or the equivalent or back flow preventer installed directly behind the gate valve. These valves shall both be installed before tap is made on main line.
 - (F) There shall be no cross connections or connections to any source of water that are not approved by the Alabama Department of Environmental Management. Private wells, springs, and/or other sources must be physically disconnected from public water supply.
4. The service trench shall be opened to a minimum depth of 30" from the property line to the main, and the entire main shall be exposed so that Warrior River Water Authority's tapping crew may make the connection of the service line to the main. The Water User (or his agent) must notify the Warrior River Water Authority that the service trench is open and ready for inspection. The service trench shall remain open and exposed until it is fully inspected and shall not be back-filled until the service line and connections are approved by the Warrior River Water Authority. When the service line has been approved by the Warrior River Water Authority, they shall then install the meter and tap into the main line.
5. The Water User (or his agent) shall be responsible for maintaining all necessary precautions to warn the traveling public of any open ditches, unevenness in the roads, sidewalks, or way upon which the traveling public shall pass: and the Water User (or his agent) shall be responsible for back-filling and replacing all sidewalks, curbs and guttering, paved streets and other way to their original condition. Should any person be injured or any property damaged as a result of the opening of said service trench, the Water User (or his agent) shall be fully responsible therefore. The Water User (or his agent) shall save the Warrior River Water Authority harmless for any property damage or for any injuries that may be sustained by the traveling public. The Water User (or his agent) shall be responsible for any damages to the water main during excavation.
6. When the foregoing requirements have been met, and all areas affected by installation of the service line have been restored to their original condition, then the service line and all connections shall become the exclusive property of the Warrior River Water Authority and the Warrior River Water Authority shall be responsible for the maintenance of the service line and its connections from the main to the meter. The Water User shall be responsible for any and all maintenance on the Water User's side of the meter.