

**WILCOX COUNTY WATER & SEWER DISTRICT  
(WCWSD)  
WATER USER AGREEMENT**

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STATE OF ALABAMA  
WILCOX COUNTY

THIS AGREEMENT between WILCOX COUNTY WATER & SEWER DISTRICT BOARD, a corporation organized and existing under and by virtue of the laws of the State of Alabama, hereinafter called the "WCWSD", 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 WCWSD and to enter into a WATER USER AGREEMENT as required by the By-Laws of the WCWSD.

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

1. The WCWSD 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/her occupancy of property located in Wilcox County, Alabama.

2. The WATER USER shall agree to grant to the WCWSD, its successors and assigns, a perpetual easement in, over, under and upon the aforementioned 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 to and egress from the afore-mentioned land.

3. The WATER USER understands and agrees that the WCWSD is not responsible beyond the meter setting for maintenance or repairs and that the WATER USER shall install and maintain at his/her own expense a service line which shall begin at the meter setting designated by the WCWSD and extend to the dwelling and other portions of his/her premises. A cut-off valve must be installed on the WATER USER's side of the meter. WATER USER shall not enter the meter box to cut on or to cut off water to the dwelling.

4. The WATER USER's service line shall connect with the distribution system of the WCWSD at the place designated by the WCWSD, provided the WCWSD has determined in advance that the WCWSD's water system is of sufficient capacity to permit delivery of water to that point.

5. The WATER USER shall pay for such water at such rates, time and place as shall be determined by the WCWSD.

6. The WATER USER shall pay at least a minimum bill for the availability of water service even though he/she may not avail himself/herself of the service.

7. The WATER USER shall purchase and install a pressure reducing valve and shut-off valve on the WATER USER's side of the meter. The WATER USER shall be responsible for all piping, valves, etc. to the WATER USER's side of the backflow preventer valve.

8. The WCWSD shall purchase and install a cut-off valve, double check valve, backflow preventer, and a water meter, in each water service, provided use of water is immediately desired. Such water service 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 WCWSD shall have the exclusive right to use the cutoff valve, backflow preventer valve, and water meter and to turn it on and off.

9. The WCWSD 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.

10. The WCWSD may shut off the water of a WATER USER who allows a connection or extension to be made to his/her service line for the purpose of supplying water to another user. Each house or place of residence must have their own water meter. No multiple users from one meter will be tolerated and water service will be disconnected if a violation is determined.

11. The failure of a WATER USER to pay water charges duly imposed shall result in the automatic imposition of the following penalties:

- a. Nonpayment by the 15<sup>th</sup> of each month will incur a late penalty of \$5.00 to the delinquent account.
- b. Nonpayment by the 5<sup>th</sup> of the following month, after the due date, will result in the water being shut off from the WATER USER's property.

12. In the event it becomes necessary for the WCWSD 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 re-connection of the service.

13. The WATER USER agrees to pay any and all costs in collecting or securing or attempting to collect or secure this agreement, including a reasonable attorney's fee, whether the same be collected or secured, by lawsuit or otherwise.

14. The parties hereto severally waive as to this debt the benefit of any exemptions under the Constitution and Laws of Alabama, as to personal property, homestead or otherwise.

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

The receipt of a fifty (\$50.00) dollar sign-up fee is hereby acknowledged by the WCWSD. This sign-up fee is available to individuals in unserved areas supported by this USDA project until such time as the project has been completed.

**WILCOX COUNTY WATER  
& SEWER DISTRICT**

By: \_\_\_\_\_  
Chair

\_\_\_\_\_  
Water User Signature

\_\_\_\_\_  
Print Name

Mailing address of property to be served:

Physical address or location of property to be served:

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User's Telephone Number

\_\_\_\_\_  
User's Cell Number

\_\_\_\_\_  
User's Driver's License Number