

THE WATERWORKS AND SEWER BOARD OF THE CITY OF SELMA

RODERICK V. WEST, VICE CHAIRMAN
MICHAEL L. JOHNSON, DIRECTOR
JAMES E. WARE, DIRECTOR

ROBERT L. ALLEN
CHAIRMAN

MAYOR DARRIO MELTON
SUPERINTENDENT

APPLICATION FOR CITY WATER SERVICE

NAME _____ PHONE# _____

SOCIAL SECURITY # _____ DRIVER'S LICENSE / ID # _____

SERVICE ACCOUNT ADDRESS _____

ADDRESS AND PHONE # OF THE NEAREST RELATIVE NOT LIVING IN YOUR HOME.

DATE SERVICE WILL START _____

I UNDERSTAND AND AGREE TO ALL OF THE FOLLOWING FEES AND TERMS LISTED BELOW:

WATER DEPOSIT RESIDENTIAL \$100.00 (\$50.00 NON-REFUNDABLE SERVICE FEE)
TRANSFER FEE \$10.00
DISCONTINUED SERVICE FEE \$10.00
RETURNED CHECK FEE \$30.00
LATE FEE (10% OF YOUR BALANCE WILL BE CHARGED 30 DAYS PAST DUE ON THE DAY OF CUT-OFF)
RECONNECT FEE \$50.00
TAMPERING FEE (1ST OFFENSE \$100.00, 2ND OFFENSE \$250.00 & 3RD OFFENSE \$500.00)

I AGREE THAT ALL SERVICE BILLING ARE DUE AND PAYABLE FOR WATER AND SEWAGE WHEN RECEIVED. SERVICE WILL BE TURN OFF AFTER 30 DAYS PAST DUE AND ALL OUTSTANDING BILLS, PENALTIES, AND ANY CHARGES FOR RECONNECTION WILL HAVE TO BE PAID BEFORE SERVICE IS RESTORED. ALL NON PAYMENTS WILL BE REPORTED TO THE COLLECTION AGENCY.

PAYMENT WILL BE APPLIED TO LATE FEES FIRST

CUSTOMER SIGNATURE: _____ DATE: _____

CUSTOMER SERVICE REPRESENTATIVE SIGNATURE: _____

Revised 09/16/2019 and 10/21/2019

Revised 09/21/02009

Board approved 09/21/2009

**THE WATERWORKS AND SEWER BOARD FOR THE CITY OF SELMA
CITY WATER USERS AGREEMENT**

STATE OF ALABAMA

COUNTY OF DALLAS

THIS AGREEMENT between the Waterworks and Sewer Board for the City of Selma, Inc. (Board), a corporation organized and existing under and by virtue of the laws of the State of Alabama, hereinafter 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, residential, commercial, agricultural, industrial or other uses from the Board and enter into a Water Users Agreement as outlined below:

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

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 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 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 to that point.
4. The Water User shall pay for such water at such rates, time and place as shall be determined by the Board.
5. The Board's policy shall be followed on purchase and installation of 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 on or off the water user's property, near the property line. The Board shall have exclusive right to use the cut-off valve, backflow preventer and water meter and to turn it on and off.
6. The Board shall make the final determination in the 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 Board 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 Board, and the Water User hereby grants the Board, its agents, assigns or employees an easement to enter the 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 Board 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 thirtieth (30th) day after the billing date reflected on the bill (no partial payments allowed).** If payment is not made by said date, the Water User will be subject to a penalty of ten percent (10%) of the delinquent amount and cut-off without further notice, and a \$50.00 reconnect fee. Failure to receive bills or notices shall not prevent such bills from becoming delinquent and not relieve the customer from payment.

B. **In addition to A. above, nonpayment within the next thirty (30) days, which would be sixty days past due,** the account will be subject to discontinued service. All outstanding balance will be referred to collection.

9. In the event it becomes necessary for the Board to shut off the water to a Water User's property for violation of the service rules and regulations and/or abuse of the meter, a minimum fee of one hundred (\$100.00) dollars and cost of a lock and device may be charged and twenty-five (\$50.00) dollars for reconnection of service.

A. The Board may, in addition to prosecution by law, permanently refuse service to any consumer who tampers with a meter or other measuring device.

10. The Board shall, upon notice, transfer the balance from a delinquent account of the customer to another account held by the customer.

11. The Board reserves the right to make or amend 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 \$_____ (\$100.00 Deposit (\$50.00 non-refundable), a security deposit not a tap or access fee) is hereby acknowledged by the Board. In the event that for any reason the Board does not establish or maintain a water system, and sums not expended in investigating the water source or for other miscellaneous expenses, the security deposit will be refunded.

A. The Water User understands that the above deposit shall be applicable to any unpaid balance owed by the Water User to the Board for service rendered and not paid for.

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

Receipt of \$_____ (\$10.00 Non-Refundable Transfer Fee) is hereby acknowledged by the Board.

Receipt of \$_____ (\$10.00 Non-Refundable Discontinued Service Fee) is hereby acknowledged by the Board.

Receipt of \$_____ (\$30.00 Non-Refundable Returned Check Fee) is hereby acknowledged by the Board.

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

Receipt of \$_____ (\$100.00 1st Offense/\$250.00 2nd Offense/\$500.00 3rd Offense Tampering Fee) is hereby

acknowledged by the Water User. Violators Subject To Criminal Prosecution.

WATER USER PRINTED NAME _____

BIRTH DATE _____

SOCIAL SECURITY NUMBER _____

SERVICE ACCOUNT ADDRESS: _____

HOME# _____ CELL# _____ WORK # _____

DL/ID# _____ EMAIL ADDRESS: _____

EMPLOYER: _____

EMPLOYMENT ADDRESS: _____

NAME OF PERSON'S HOUSE YOU ARE RENTING: _____

PHONE # _____

ADDRESS AND PHONE NUMBER OF THE NEAREST RELATIVE NOT LIVING IN YOUR HOME: _____

Signed on this the ____ day of _____, 20____.

WATER USER SIGNATURE _____

State of Alabama)

County of Dallas)

I, _____, a Notary Public in and for said County in said State, hereby certify that _____ whose name is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, he/she executed the same voluntarily on the day the same bears date.

Given under my hand this ____ day of _____, 20____.

(Seal) _____
Notary Public

**SUPPLIER:
THE WATERWORKS AND SEWER BOARD OF THE CITY OF SELMA**

ATTESTED BY _____
Name (Print)

APPROVED: _____
Paulette Ishman, Office Manager

Signature

DATE: _____