

MARBURY WATER SYSTEM

USER AGREEMENT OF SERVICE RULES AND REGULATIONS

The Board of Directors of the Marbury Water System (Hereinafter called the Corporation or System) has adopted the following rules and regulations that will be observed by both the Corporation and the water user(s).

I. TYPES OF SERVICE

- a. The rate schedule set forth below contemplates a single user, such as a one family dwelling, one farm dwelling with appurtenances, or one commercial operation.
- b. Extraordinary circumstances, such as multiple dwelling units and industrial users shall be governed by commercial rate schedules as set forth by the Board of Directors.

II. RATE SCHEDULE

Rate Structure for Residential Customers:

0	-- 2,000 gallons	\$37.00 minimum	7,100 – 9,000 gallons	\$11.00/thousand
2,100	-- 7,000 gallons	\$ 9.00/thousand	9,100 – up	\$13.00/thousand

Commercial Rate:

0	-- 2,000 gallons	\$55.00 minimum
2,100	-- 5,000 gallons	\$35.00 additional (for 3,000 gallons)
5,100	-- up	\$13.00 per thousand

Meter Installation:

\$1,500.00 --	$\frac{3}{4}$ " meter
\$1,900.00 --	1" meter

PLEASE NOTE: Any meter over $\frac{3}{4}$ " will need to be approved by management before meter installation.

State Permits:

A state permit is required by the Alabama Department of Transportation (DOT) for any work done on a state highway. For our area, this would be Highway 31, Highway 143, and Highway 111. If your property requires work on any of these state highways, a permit fee of \$1,000 will be charged. When clearing of the right of way is required, it is the owner's responsibility to obtain that permit and do the clearing.

Under the Road Bore for a State Highway:

If we must go under a state highway (named above) to tie your meter into the main water line, boring work must be done. There will be a cost of \$1,200 for this service.

Impact Fees (for any customer requesting a new meter installation):

\$1,500.00 per meter and/or per lot/residential customer and must be paid up front. Commercial business will be \$5,000/lot. Subdivision developers/builders will be \$2,000 per lot. Each circumstance will be evaluated for determination.

System Development Fee

Marbury Water System will charge a \$50,000 upfront System Development fee to help meet the needs of our growing area and provide water for new buildings and new developments. This will be charged for anyone tapping a 2" or larger main into the system. When new developments connect to Marbury Water, those new customers often benefit from the infrastructure that existing customers have already paid for through their monthly water bill. In many cases, the addition of new customers creates the need to build additional capacity in the water system. To ensure new connections pay for the infrastructure costs of the system capacity they will use, Marbury Water charges a one-time System Development fee. This fee is in addition to the Impact fee and Connection fee, which pays for the cost of physically connecting the new customer or development to the water distribution system.

Activation Fee:

\$100.00, non-refundable, for each account set up. This fee must be paid each time and, on each property even if you are a current customer moving to a different location on the system or if you have more than one property.

Deposit Fee:

\$300.00—For: 1. Rental property customers (rental of land, home, or both) 2. NO Lease with Option to Buy will waive the deposit. You must have actual homeowner proof of purchase papers. 3. When a deposit customer's account is closed out, any balance can be paid by the customer or will be deducted from the deposit. Any remaining balance will be refunded thereafter. 4. Any unusual situation deemed appropriate by the system.

\$500.00—For: 1. If you, or any member as part of the same household, have previously been on the System and left owing a bill and/or have been forwarded to the collection agency for the balance owing or anything indicating you had unsatisfactory credit with the System.

\$1,000—For: 1. If you, or any member as part of the same household, have been sent to the collection agency for a 2nd time for a balancing owing and return to the system to set up an account.

ALL PAST DUE FUNDS must be brought current, as well as the applicable deposit and activation fee paid up front before water will be turned on.

2-Month Delinquent Account:

\$100.00 per occurrence, no exceptions

**please note, written notices are NOT required to be sent out to anyone before cutoffs are done and cutoffs may be done any time after the bill due date of the 15th of each month. After 30 days of unpaid lockup, the account will be terminated and forwarded to the collection agency for further action. During this 30-day period, minimum billing rates will apply. If there is another active account under the user's name, the balance will be transferred to the active account.

Partial payment of the past due amount may possibly be accepted, but ONLY as approved by the System. You must contact the office and request a payment arrangement on a delinquent account. If prior payment arrangements have been broken by the customer, the System may refuse another arrangement.

If a customer has been locked 3 or more times within 1 year, a \$500 deposit will be required in addition to any past due balances and fees.

If funds are received in our office to pay a 2-month delinquent account to have your water service restored and the funds are returned by your bank, you will be subject to the \$30.00 returned item fee, another \$100.00 2-Month Delinquency Fee and you will be locked up immediately upon receipt of the returned item without notification to you. All water usage and fees at this point must be paid by cash, money order, or credit/debit card before water will be restored.

Returned Item Fee:

\$30.00 per returned item from your bank.

If over 3 returned items are received on an account, only cash, money order, cashier's check, or credit card will be accepted.

Cut Lock and Tampering Fee:

\$100.00 cut lock charge PLUS

\$300.00 tampering fee (1st offence) \$500 (2nd offence), \$1,000 and possible refusal of any future water service (3rd offence) for cutting lock or any other tampering with meter

Fee to Builders/Contractors/Developers for Theft of Water Without Proper Notification:

If water is needed from a fire or flush hydrant located on our water system, you must first contact our office and speak with Allen Guy, General Manager (205) 755-7949 for verification of being able to supply additional water usage for whatever your need may be. Anyone caught hooked into a fire or flush hydrant without the proper authorization to do so will be charged a \$500.00 fee for a first-time offence and \$1,000 per occurrence after that.

III. APPLICATION FOR SERVICE

- a. The water user will make application for service and pay the necessary fees as required.
- b. An activation fee of \$100.00 will be required of all water users. This amount is non-refundable.
- c. A \$300.00, \$500.00, or \$1,000.00 deposit will be required for customers under the rules listed in the "DEPOSIT FEE" section above.
- d. If you are a homeowner renting your property and you have an outstanding balance due the System, these funds MUST be paid before we can connect water for your tenant.
- e. If you have a deceased parent(s) or spouse of a property and are taking over their estate or living/moving in the home, the appropriate papers must be presented to our office, as well as the balance on the account paid in full before water can be established in your name. If you can not prove that you are handling the estate or have appropriate documentation, but are living in the home, a deposit must be paid. You have 30 days to do so or the water will be locked out.

IV. CHARGES FOR USER AGREEING TO USE SERVICE

- a. When a subdivision developer/builder, mobile home park developer, or individual approaches the Board for water service, he is required to
 1. pay a \$1,500 Impact Fee per lot/units (individuals) \$2,000 (developers), \$5,000 (businesses), to be served, up front. This fee is subject to change at any time; therefore, before submitting plans, please contact the Water System to confirm the Impact Fee charge.
 2. when each water user requests the installation of a meter for the purpose of service, they shall pay a meter installation fee as follows: $\frac{3}{4}$ " meter --\$ 1,500.00
1" meter --\$1,900.00
Greater than 1" requires approval of management

- b. Water furnished for a given lot shall be used on that lot only. Each water user service must be separately metered at a single delivery and metering point unless the customer is placed on a Commercial account in which commercial rates apply. An appropriate Impact Fee must also be paid. Water users found to be double connected could be subject to immediate disconnection from the system.
- c. Except for fire protection purposes, the Corporation shall not under any condition furnish water free of charge to anyone.

V. CORPORATIONS RESPONSIBILITY AND LIABILITY

- a. The Corporation shall run a service line from its distribution line to the property line where the service is to be located. The meter will be set just off the right of way of the road or as nearly as possible within three feet of the water users property line.
- b. The Corporation may make connections to service other properties not adjacent to its lines upon payment of reasonable costs for the extensions of its distribution lines as may be required to render such service.
- c. The Corporation reserves the right to refuse service unless the water user's lines or piping are installed in such a manner as to prevent cross-connections or backflow.
- d. Under normal conditions and when practical, the water user will be notified of any anticipated interruption of service. Please keep in mind, however, there may be times of unexpected interruption of service and we will be unable to notify the water user of such.
- e. 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 as the Water User may desire in connection with his/her occupancy of property.
- f. The System shall purchase and install a curb stop valve, a water meter, a backflow preventer, and one meter box on all new services installed after June 22, 2004. It is strongly recommended that the Water User also have a pressure regulator and a hand shutoff valve installed at the meter. The pressure regulator and the cut-off valve on the Water User's side of the meter will belong to the Water User and be the responsibility of the Water User. The System will not be responsible for any pressure problems on the Water User's line or in the home as we are not required to install these appurtenances nor regulate the Water User's pressure. The System is responsible for the pressure at the meter only.
- g. The System may shut off the water of a User who allows a connection or extension to be made to his service line for the purpose of supplying water to another user.
- h. Fire Protection: The System does not provide fire protection. Hydrants are installed for the purpose of testing the system, flushing lines during maintenance and other operational functions only. Fire Departments may use the hydrants, but no guarantee is made by the System of flow or pressure from any installed hydrant.

VI. WATER USER RESPONSIBILITY

- a. It is the water user's responsibility to maintain an unobstructed and accessible area inside and surrounding the meter and meter box in order for the Corporation and its agents to read and service the meter and its service line connected to the main.
- b. The water user's service piping and apparatus shall be installed and maintained by the water user at the water user's expense, in a safe and efficient manner and in accordance with the Corporation's Service Rules and Regulations and in full compliance with the Sanitary Regulations of the Alabama Department of Environmental Management. The service point will begin at an area designated by the System at his/her property line and extend to the dwelling and other portions of his/her premises.
- c. The Water User's service line shall connect with the distribution mains at the place designated and provided by the System. The System will determine in advance that it has sufficient capacity to permit delivery of water to that point.
- d. The Water User shall pay for such water at rates, time and place, as shall be determined by the System.

VII. ACCESS TO PREMISES

- a. Duly authorized agents of the Corporation shall have access, at all reasonable hours, to the premises of the water user, for the purpose of installing or removing Corporation property, inspecting piping, reading and testing meters, or for any other purpose in connection with the Corporation's service or facilities.
- b. Extensions to the system shall be made only when the water user shall grant, convey, or cause to be granted or conveyed to the Corporation, a permanent easement or right of way across any property crossed by the lines.

VIII. CHANGE OF OCCUPANCY

- a. Notice to discontinue service may be made only by the Water User in person, by phone, or by mail/email.
- b. The new occupant will apply for water service and pay an activation fee and/or rental deposit before service is rendered.

IX. METER READING, BILLING, AND COLLECTING

- a. Meters will be read and bills rendered monthly, but the Corporation reserves the right to vary the dates or length of period covered, temporarily or permanently, if necessary or desirable.
- b. Bills for water will be calculated in accordance with the Corporation's rate schedule and will be based on the amount consumed for the period covered by the meter readings.
- c. Readings from different meters will not be combined for billing.
- d. Bills shall be paid at the place specified by the Corporation.
- e. Bills are generated on or around the 25th of every month. Bills are due when rendered, delinquent after the 15th of the following month, and a 10% penalty shall automatically be added to such bill balances if not paid by that date.
- f. Failure to receive bills or notices shall not prevent such bills from becoming delinquent nor relieve the water user from payment.

X. SUSPENSION OR DISCONTINUANCE OF SERVICE

- a. Upon discontinuance of service any and all balances remaining on the User's account are still due. If the Corporation is unable to collect the outstanding balance, the account will be forwarded to a collection agency for further action. The Corporation has the right to proceed to collect the balance in the usual way provided by law for collection of debts. By signing the Water User's Application, the User agrees to be responsible for all fees incurred in the collection of unpaid

debts, including any/all collection agency fees (33.33%) to include, but not limited to, attorney's fees and/or court costs, if such be necessary as a legal and lawful debt.

- b. The Corporation reserves the right to discontinue its service without notice for the following additional reasons:
 1. To prevent fraud or abuse.
 2. Consumers willful disregard of the Corporation's Rules and Regulations.
 3. Emergency Repairs
 4. Insufficient water supply due to circumstances beyond the Corporation's control.
 5. Legal processes.
 6. Direction of public authorities.
 7. Strike, riot, fire, flood, accident, or any unavoidable cause.
- c. The Corporation may, in addition to the prosecution by law, permanently refuse service to any water user who tampers with a meter, lock, or other measuring device, or as the System sees fit. A \$300.00 or \$500.00, or \$1,000 tampering fee may also be applicable.

XI. PRIOR DELINQUENT ACCOUNTS:

Marbury Water System may decline to serve an applicant or may disconnect a customer who is indebted to the System at a former location or at the present location of the applicant or customer. MWS may also decline service or disconnect where the indebtedness was incurred by a member of the applicant's or customer's household, (either under the name of the applicant or the customer or under another name), when the application for such service is or was made. In the event the indebtedness for service previously rendered is in dispute, MWS may elect to serve an applicant or a customer's service continued upon the applicant or customer complying with the new customer deposit requirement, and the applicant or customer making an additional special deposit as determined by the System. Upon settlement of the disputed account, the balance, if any, due to the applicant or customer or member of applicant's household shall be repaid, if at all, in accordance with the System's deposit policies.

XII. TELEPHONE CONSUMER PROTECTION ACT (TCPA):

Water User agrees, in order for us to service your account and/or to collect monies you may owe, Marbury Water System, and/or our agents, may contact you by telephone at any telephone number associated with your account, including wireless telephone numbers, which could result in charges to you. We may also contact you by sending text messages or emails, using any email address or telephone number you provide to use. Methods of contact may include using pre-recorded/artificial voice messages and/or use of automatic dialing device, as applicable.

By signing the Water User Application, I/we acknowledge that I/we have read this disclosure and agree that Marbury Water System, its employees and/or agents may contact me/us as described above.

XIII. COMPLAINTS AND ADJUSTMENTS

- a. All complaints and adjustments will be handled through the Corporation office. If it is deemed necessary, the water user will be invited to attend the quarterly meeting of the Board of Directors to address their issues.

XIV. CITY AND COUNTY SEWER CUSTOMERS:

- a. If it is determined that the customer is in a location that has sewer service through Millbrook Utilities or Autauga County Sewer, we will advise that provider of the customer's name, address, and monthly water usage, for the provider's billing purposes.

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

By signing the Water User Application and Service Rules and Regulations, I/we agree that I/we have received, read, and agree to abide by the Rules and Regulations as they are contained herein. We also agree that any updates made, to the Service Rules and Regulations, from this day forward, will fall under this written agreement.

Applicant Signature

Date

Co-Applicant Signature

Date