

WATER USERS AGREEMENT

STATE OF ALABAMA
COUNTY OF MACON
TOWN OF FRANKLIN

This agreement between the Town of Franklin, a municipal corporation organized and existing under and by virtue of the laws of the State of Alabama, herein after called the Water System and the undersigned water user, herein after called the consumer.

Witnesseth , that, whereas, the consumer desires to purchase water for domestic, commercial, agricultural, industrial or other uses, from the Water System, and enter into a User's Agreement as required by the Water System.

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

The Water System shall furnish, subject to the limitations as provided for in the Service Rules and Regulations herein provided, for such quantity of water as the consumer may desire in connection with his occupancy of property located at Franklin, Alabama.

The Water System shall run a service line from its' distribution line to the property line where the distribution line exists, or is to be constructed and runs immediately adjacent and parallel to the property to be served with in the right of way.

The Water System may make extensions to mains to make connections to service other properties not adjacent to its lines upon payment of all reasonable costs for the extensions as may be required to render such services.

The Water System may install its meter at such a place as it deems expedient to include, at the Systems option, on the consumers property within 3(three) feet of the property line on the right of way.

The Water System maintains the right to shut off water as needed to make repairs and additions as is needed to the system and is not to be held in anyway liable for loss or damages to the consumer's property. An attempt will be made to contact consumers in the event that water will be off for any extended length of time.

Duly authorized agents of the Water System shall have access, at all reasonable hours, to the premises of the consumer, for the purpose of installing or removing Water System property, inspecting piping, reading and testing meters, or for any other purpose in connection with the Water System and facilities.

The Water System reserves the right to refuse service unless the consumer's lines or piping are installed in such a manner as to prevent cross-connections of backflow.

The meter will be placed within a box which is to be kept clear of debris and accessible to the Water System personnel at all times.

The consumer shall furnish and maintain a private cut-off valve and a backflow preventer (check) valve on consumer's side of meter box with in 3(three) feet. Such

devices shall be placed within a meter box and be fully accessible to Water System personnel at all times. The cut-off on the meter is not to be used by the consumer at any time under penalty of tampering fee. The consumers shall purchase and install a pressure regulator valve on his side of meter for his protection as pressures on lines can exceed line limits at times. All piping, pressure regulators, cut-offs and back flow preventers on the consumers' side of the meter shall be installed and maintained by the consumer at the consumer's expense.

Water furnished by the Water System shall be used for consumption by the consumer only.

The consumer shall not sell water nor provide water service to any other consumer nor shall a consumer allow another consumer to tap on to his existing service. To do so shall cause consumers service to shut off and additional penalties may be incurred. This means only one household per meter.

Notice of change in occupancy shall be received at Town Hall in person or in writing with in 3(three) days of change.

The outgoing party shall be responsible for all water consumed up to the time of departure or the time specified for departure, which ever is longer.

The new occupant will apply for water service within 48 hours after occupying the premises and failure to do so will make him liable for the water consumed since the last meter reading.

Meters will be read and bills rendered monthly, but the Water System reserves the right to vary the date or length of period covered, if necessary or desirable.

Bills will be figured in accordance with the Water Systems rate schedule and will be based on the amount consumed for the period covered by the meter readings except where a consumers requests for vacation rate. Water rates are subject to change as needed and consumer agrees to comply with these changes.

Consumers requesting vacation rate shall be charged the flat rate each month for 12(twelve) months if there is no activity within those 12(twelve) months service will be deemed to be inactive and service will be turned off and locked. Only upon request from the property owner shall service be reactivated. A fee for this activation shall be charged and service will be reestablished. This fee will be reflected on the next month's bill.

Bills are to be paid at the Town Hall either in person or by mail. Bills are due when received and past due after the tenth (10th) of the month. Past Due bills will be charged a late fee of \$10.00 or 10% of the bill which ever is more. Bills not paid by the twentieth (20th) of the month will be subject to cut-off and reconnection fee imposed. Payment is expected in full no partial payments are to be accepted. Rates are subject to change and notice of rate changes will be mailed out to consumers.

The Water System may proceed to collect any unpaid balance in the usual way provided by the law for collection of debts.

Service will be restored after payment of bill, late fees, and reconnection fee.

If meters are tampered with in a way that might cause them to not read correctly the consumer shall pay an amount estimated from the record of his previous bills and other proper data. And a tampering fee imposed.

Fees: Non Refundable	
Impact fee	\$600.00
Tapping fee residential	\$450.00 plus any boring expenses.
Commercial 1" & 1 ½"	\$1000.00 plus any boring expenses
Commercial 2"	\$1350.00 plus any boring expenses
Re-activation fee	\$75.00
Re-read fee	\$5.00
Reconnection fee	\$50.00
Returned check fee	\$30.00
Tampering fee	\$600.00
Late fee	\$10.00 or 10% of bill Which ever is more.
Security Deposits	\$150.00 Refundable after last bill is paid in full.

A one time impact fee will be charged to new consumers having to have new meters installed. This fee is to make compensation to upgrade and maintain existing systems ability to provide for the systems consumers as the system grows.

This impact fee maybe divided up into 12(twelve) monthly installments or paid all at one time for residential consumers, but must be paid in full for commercial users.

Security Deposits and Tapping fees are to be paid in full before new meters can be installed.

A tampering fee will be charged to any consumer found to be tampering with the operation of any of the Systems meters. Tampering also constitutes the turning off of a meter at the Water Systems meter cut-off. In the case of emergency contact the Town Hall and one of the Water Systems personnel will come out and if needed turn off water at the meter and then turn it back on as is needed. The consumer is to never under any circumstances turn off water at the meter. A "one time" leak credit can be given to consumers upon written request. A payment schedule can be negotiated with the Water Board.

The consumer will make application for service in person at the Franklin Town Hall. The applicant will furnish proof of identification. Acceptable forms are: Drivers License, Social Security Card, or Birth Certificate. The consumer will sign Water User's Agreement and pay appropriate fees. Then service can be established.

In the event it becomes necessary for the Water System to shut-off the water from a consumer's property for violation of the Rules and Regulations, a non refundable reconnection fee will be charged for a reconnection of service. Temporary or partial failure of delivery of water by the Water System shall be remedied with all possible dispatch. The Water System shall not be responsible for damages created by disconnection due to violation of the Rules and Regulations.

The forgoing , not withstanding, the Water System reserves the right to make or amend the Rules and Regulations of the Water System from time to time, and the consumer agrees to abide by such changes upon notice thereof.

Date: _____

Consumer: _____ Witness: _____

Address _____

Phone number _____

Social Security Number _____

Drivers license Number/identification number _____