

Haralson County Water Authority
Water Service Agreement

General Rules and Regulations

1. The Customer shall have the right to use water for one household/commercial site/industrial site only and any of its out buildings, located on the property of the Customer. Customer shall not allow anyone to tap on to said water service line for the purpose of supplying water to another user. Violation of this rule can result in immediate termination of service.
2. The Customer grants to the Authority, its agents and employees, the right of ingress and egress over, across, under and through the real property of the customer for installation, maintenance, repair and service to the facilities of the Authority which may be situated thereon or adjacent thereto.
3. The Customer shall install and maintain at his own expense a service line which shall begin at a point designated by the Authority at his property and extend to the dwelling and other portions of his premises. The Customer's service line shall connect with the distribution system of the Authority at the place designated by the Authority, provided the Authority has determined in advance that the Authority's water system is of sufficient capacity to permit delivery of water to that point. The Authority shall make the final determination in any question of location of any service line connection to its distribution system. The Customer should ensure that all water connections are closed when the Authority is requested to connect service.
4. The Authority shall purchase and install a cut-off valve and include a meter in each service. Such cut-off valve shall be installed either off the Customer's premises, or upon the Customer's property, within three feet of the property line. The Authority shall have exclusive rights to use such cut-off valve and water meter to turn it on and off. The Customer shall furnish and maintain a private cut-off valve. A $\frac{3}{4}$ inch double check valve will be installed on the Customer's side of the meter and is included in the total cost. The Authority strongly recommends that the Customer purchase and install a pressure reducer valve. The Customer will hold harmless the Authority against any claim for damage to person or property which occurs as a result of fluctuation of pressure of the water line servicing the Customer.
5. The Customer agrees that no other present or future source of water will be connected to any water line being serviced by the Authority's water lines and the Customer will physically disconnect from any present water supply system prior to connecting to the Authority's system. The Customer will be required to maintain an air gap separation between any lines holding water from any other source other than water supplied by the Authority.
6. Upon consideration of the Authority providing water service to Customer, the Customer hereby releases, covenants not to sue, and hereby discharges the Authority from any damage to person or property that the Customer may suffer as a result of the Customer's negligence or from the temporary, complete or partial interruption of water service that occurs as a result of the expansion, repair or maintenance of lines and facilities or conditions beyond the control of the Authority.

7. The Authority reserves the right to determine the allocation of water to Customer in the event of a water shortage, and the Authority reserves the right to discontinue its services without notice for the following reasons:
 - a. To prevent fraud or abuse.
 - b. Customer's willful disregard of Authority's rules.
 - c. Emergency repairs.
 - d. Insufficient water supply due to circumstances beyond the Authority's control.
 - e. Legal processes.
 - f. Direction of regulatory authorities.
 - g. Strike, riot, flood, unavoidable accident, actions of others, or acts of God.
8. The Authority reserves the right at any time to alter, amend or add to the rules and regulations of the system, and the customer agrees to abide by such changes.

Billing and Collection Policies

1. The Customer shall pay for water at such rates, time, and place as shall be determined by the Authority and agrees to the penalties for noncompliance.
2. Once a meter is set the Customer is considered to be an active Customer and will receive a minimum water bill even if there is no usage. The Customer can notify the Authority to make the account inactive and will not be billed. However, if the account remains inactive for over twelve months, a \$100 reconnection fee will be charged when service resumes.
3. All meters are radio read generally during the last week of the month and bills are mailed on the first business day of the month. Failure to receive a bill will not absolve Customer of their payment responsibility.
4. Payment is due on the 15th day of the month or the next business day.
5. Water accounts with a balance of over \$10 after the due date will be considered late, and a \$10 late fee will be added.
6. Any account with an amount unpaid after 45 days from the **billing date** is subject to termination of service without further notice. The Authority does not mail late notices. If notified by the Customer, certain circumstance may allow Customer Service Representatives to allow special arrangements for payment. The Customer's failure to satisfy the terms of a payment agreement will be reason for immediate termination of service.
7. If water service is discontinued for non-payment of a charge, the Authority will not resume water services to the Customer until the charge and all penalties have been paid in full. Any exception to this policy for hardship or other reasons must be approved by the Manger of the Authority or his designee. A \$20 reconnect fee will be charged for the first offense and \$40 for the second and each offense thereafter.
8. In the event the water is shut off, if at any time the meter and/or locks are tampered with an additional fee of \$250 will be imposed for the first violation and \$500 for the second violation. A second violation will result in a warrant being issued for arrest. Full restitution plus court cost and any expense to the Authority must be reimbursed.

9. The Authority offers several payment options for the convenience of the Customer:
 - a. Cash, check, and debit or credit card (VISA or MasterCard) payments are accepted in our office. A Service Fee of \$1.75 or 2.75%(whichever is greater) will be applied to all payments made by Debit or Credit Cards in our office.
 - b. Check payments may be mailed to our office at P.O. Box 429, Buchanan, GA 30113. Payments must be **received** in our office by the due date to avoid the late fee.
 - c. Payments can be drafted from the Customer's bank account. Payments are drafted on the 10th day of each month or the next business day. There is no additional fee for this service.
 - d. Check and debit or credit card payments can be made by calling 1-800-689-5962. This is an automated service handled by Nexcheck. A service fee is charged by Nexcheck for this convenience. If you have a balance over 45 days, call our office before using this payment method to avoid possible termination of service.
 - e. Payments can be made on line at <http://HARALSONCOUNTYWATERAUTHORITY.COM>. This service is handled by Nexcheck. A service fee is charged by Nexcheck for this convenience. If you have a balance over 45 days, call our office before using this payment method to avoid possible termination of service.
10. A fee of \$25 will be imposed for any returned payment. The Authority does not return checks to any bank after it has been returned for insufficient funds. The Customer will be given a maximum of 5 days to pay balance of check plus the returned check fee, in cash. If payment is not made service will be interrupted until full payment is made. If Customers gives the Authority a check or credit card payment that is returned to avoid interruption of service for non-payment, service will immediately be interrupted. If Customer gives the Authority more than one check that is returned for insufficient funds within 1 year, the Authority will no longer accept checks from that Customer.
11. Accounts with a past due balance may be turned over to outside collections agencies.
12. The Authority offers an Excessive Leak Protection Program to financially assist our eligible customers in dealing with large, unintentional water leaks for a \$2 monthly charge. Any eligible customer who does not wish to participate in the protective services granted through this policy may provide the Authority with notice in writing of their decision to opt-out of the coverage afforded by this policy.

Signature on the Application for Water Service form is verification that the Water Service Agreement has been made available for review by the Customer.

Haralson County Water Authority
 Schedule of Rates and Fees
 Effective January 1, 2020

Tap, Valve and Meter Fees

| | |
|----------------|-------------|
| 3/4 inch meter | \$ 1,390.00 |
| 1 inch meter | \$ 1,750.00 |
| 2 inch meter | \$ 3,890.00 |

Deposits

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|--------------------|-----------|
| Owner of property | \$ 100.00 |
| Renter of property | \$ 150.00 |
| Hydrant meters | \$ 40.00 |

Connection Fees

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| Fee for new service | \$ 10.00 |
| Fee for accounts inactive for 12 months | \$ 100.00 |
| Fee for reconnection for non-payment-1 st offense | \$ 20.00 |
| Fee for reconnection for non-payment-after 1 st offense | \$ 40.00 |
| Additional fee for connection after hours | \$ 50.00 |
| Fee for Hydrant Meter | \$ 50.00 |

Water Rates-3/4" Retail-Monthly

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|--|----------|
| Minimum bill –up to 2,000 gallons | \$ 15.00 |
| Next 4,000 gallons-per thousand gallons | \$ 3.98 |
| Next 4,000 gallons-per thousand gallons | \$ 4.65 |
| Over 10,000 gallons-per thousand gallons | \$ 7.00 |

For eligible customers who are 65 years of age or older with a household income below \$15,000, the Authority offers a Senior Citizens Discount which provides for a minimum bill of \$12. Once a year, the Authority allows customers to request an adjustment for filling swimming pools which provides for all usage above 6,000 gallons to be billed at \$3.98 per thousand gallons. Hydrant meter usage is billed at \$3.98 per thousand gallons. The wholesale water rate is \$2.61 per thousand gallons.

Miscellaneous Fees

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| Late fee | \$ 10.00 |
| Fee for Excessive Leak Protection Program | \$ 2.00 |
| Fee for Data Log requested by Customer | \$ 50.00 |
| Fee for returned check, on-line payment, or bank draft | \$ 25.00 |
| Fee for tampering with meters or locks-1 st offense | \$ 250.00 |
| Fee for tampering with meters or locks-after 1 st offense | \$ 500.00 |