

STATE OF GEORGIA  
COUNTY OF CHATTOOGA

WATER USER'S AGREEMENT

THIS AGREEMENT between the Chattooga County Water District No. 1 a municipality chartered and existing under and by virtue of the laws of the State of Georgia hereinafter called the County and \_\_\_\_\_ hereinafter called the User.

THAT, WHEREAS, the User desires to purchase water for domestic, commercial, agricultural, industrial or other uses, from the County and to enter into a Water Users Agreement.

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

1. The County shall furnish, subject to the limitations provided for in the service Rules and Regulations hereinafter provided for, such quantity of water as the User may desire in connection with his occupancy of property located at \_\_\_\_\_ Georgia.
2. In the event that there is less than twenty (20) pounds pressure at the meter and the water authority fails to advise User of the deficiency pressure Chattooga County Water Authority will refund any or all tap fees and/or meter deposit upon the Users request.
3. If the User elects to be served under the terms of this agreement the User shall assume all cost of materials, equipment, and labor necessary to provide adequate pressure for their needs.
4. The User shall grant the County, its successors or assigns, the right of ingress and egress over the real property of the User for installation, maintenance, repair, and service of the facilities of the County which may be situated thereon or adjacent thereto.
5. The User shall install and maintain at his own expense a service line which shall begin at a point designated by the County and extend to the dwelling and other portions of his premises.

6. Access to the meter shall be an arrangement acceptable to Chattooga County Water Authority. Fences or other obstructions constructed after meter installation shall not be erected in a manner that will block direct and easy access to the meter for reading. Failure to comply with this policy will be grounds for discontinuation of service.
7. The User's service line shall connect with the distribution system of the County at the place designated by the County provided the County has determined in advance that the County's water system is of sufficient capacity to permit delivery of water to that point.
8. The User shall pay for water at such rates, time and place that shall be determined by the County and agrees to the imposition of such penalties for noncompliance as now set out in the current Rules and Regulations or which may be hereinafter adopted and imposed by the County.
9. The User shall pay 15.00 for tap fee. These fees are to be paid prior to commencing of this work and is non-refundable after work has begun.
10. County shall purchase and install a cut-off valve and include a water meter in each service. Such cut-off valve shall be installed either on the User's premises, or upon the Users property. The County shall have exclusive rights to use such cut-off valve and and water meter to turn it on and off. The User shall furnish, maintain a private cut-off valve on the User's side of the meter.
11. The County shall make the final determination in any question of location of any service line connecting to its distribution system and shall determine the allocation of water to User in the event of a water shortage.
12. The County may shut off the water of a User who allows connection or extension to be made to his service line for the purpose of supplying water to another User.

Cut-off valve

13. All meters are to be read beginning on the twentieth of each month, or as soon as possible. Bills will be submitted on the fifth day of the following month. Any bills that has not been paid by the twentieth of the month will be subject to a penalty of 10% of the delinquent amount. Should the twentieth day of a month fall on a week end or a legal holiday that would result in the closing of the company office for that day, the time for payment, under the condition stated, shall be advanced one day. The first time a customer's bill is not paid on twentieth day of the month a letter will be mailed. This letter will give the customer seven (7) business days from date of letter to pay bill in full. If bill is not paid in full by date specified in letter, water service will be disconnected, and to reinstate such service, bill shall be paid in full and a \$40.00 reconnection fee shall be assessed against the User. This letter constitutes final notice. In the future should customer's account not be paid by the due date on bill service will be disconnected without notice and to reinstate service, bill shall be paid in full and the \$40.00 reconnection fee shall apply.
14. Any person who shall straight-line a pipe or a meter furnishing water to a residence after water service has been discontinued, or who shall reverse a water meter, or who shall alter any water meter or service, shall be subject to a penalty of one hundred dollars (\$100.00) to be assessed by the Board.
15. The User agrees to comply with the requirements of the Georgia state Health Department that no other present or future source of water will be connected to any water line served by the County's water lines and will disconnect from this present water supply prior to connecting to and switching to the County's system.

The User understands that a refundable meter deposit of 50.<sup>00</sup> will be collected on or before the date water is made available. This deposit shall be applicable to any unpaid balance owed by the User to the County for service rendered and not paid for.

The foregoing notwithstanding, the County reserves the right to make or amend the Rules and Regulations of the system from time to time, and User agrees to abide by such changes upon notice thereof.

Any violations or failures to comply with any provisions of this agreement will result in termination of water service, and in such event, the water user shall not be entitled to receive, nor the Board obligated to supply any water under this agreement.

IN WITNESS WHEREOF, we have hereunto executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

CHATTOOGA COUNTY WATER DISTRICT NO. 1  
CHATTOOGA COUNTY WATER BOARD OF AUTHOR

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

\_\_\_\_\_  
WATER USER

IN WITNESS WHEREOF, User has been advised of the deficiency pressure at the point of service.

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BY: \_\_\_\_\_

\_\_\_\_\_  
WATER USER

The following provisions apply to certain expansions to the system:

1. The User shall connect his service lines to the County's distribution system and shall commence to use water from the County's system on the date that the water is made available to the User by the County. (NOTE:) The term available in this agreement, is defined as the cut-in completed, meter box installed, adequate water supply available and ready to install meter user's request. Water charges to the User will commence on the date that water is made available by the County to the User.
2. If the User elects not to begin using the water at the time it is made available, the User shall pay the minimum monthly bill. If the minimum bill is not paid beginning when water is made available, owner will be assessed the minimum and that amount, including late charges, deducted from the meter deposit until deposit is exhausted. The minimum will continue to be assessed including late charges for a period of 24 months. Service will not be resumed until all above charges are paid in full. Also, the owner of the cut-in will not be allowed to purchase a tap in another location on the system until any past due charges are paid.

IN WITNESS WHEREOF, we have executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_,

CHATTOOGA COUNTY WATER DISTRICT NO.

BY: \_\_\_\_\_

\_\_\_\_\_  
WATER USER

TO: Proposed New Public Water Customers Phase II (Cloudland)  
Chattooga County

We, the Chattooga County Water Board of Authority are working with funding agencies, Georgia Environmental Protection District and our consulting engineers to expand water distribution facilities in your area of the County.

The project is expensive, but we believe everyone should have access to a safe public water supply. Funding is being applied for through the Drinking Water State Revolving Loan Fund administered by the Georgia Environmental Authority.

If a particular area does not sign-up for water then we can eliminate that from our project. Please talk to your neighbors about the need for the proposed public water system.

As noted above, we need a sufficient number of customers to sign-up for water in order to construct the project. The sign-up fee is \$15.00, plus a meter deposit of \$50.00 (\$65.00 total). If it is determined that a sufficient number of customers are available and you sign-up initially, before the project is underway, you will be entitled to a water meter with no other charge. We have set a deadline of March 31, 2011. After the deadline date, the cut-in fee will be \$700.00 plus a \$50.00 meter deposit. If this project fails to go forward money will be refunded.

Proposed water rates will be established to repay loans, qualify for grant funds, and manage the water system. Presently, the proposed minimum monthly water rate for 2,000 gallons/month is \$30.00. A rate of \$5.25 per 1,000 gallons over the first 2,000 will also apply. These figures could change depending on factors such as the number of customers that sign-up, cost of water supply and related items. Presently, this is our best estimate of the proposed water rates.

We sincerely hope that you will join us to develop the new water expansion very soon. If you should have any questions, please call the water office at 706-734-2827.

If you wish to sign-up for the water, please bring this letter by or mail it to Chattooga County Water District #1 at 1685 Old Hwy 27, Trion, Georgia 30753, with your sign-up fee.

Sincerely

CHATTOOGA COUNTY WATER  
DISTRICT #1 BOARD OF AUTHORITY

New Water Customer Information: (Please print clearly):

Name \_\_\_\_\_

Address \_\_\_\_\_

Mail address if different \_\_\_\_\_

Phone # \_\_\_\_\_

Cell # \_\_\_\_\_