

RESIDENTIAL WATER, SEWERAGE, AND GARBAGE SERVICES AGREEMENT

(Last revised on July 24, 2023)

This Service Agreement (“Agreement”) is made between the undersigned (the “Customer”) and the Unified Government of Cusseta-Chattahoochee County Georgia (“UGOCCC”). In exchange for residential water, sewer, and solid-waste/household garbage pick-up, and ambulance services (the “Services”) at the service address provided in the Customer’s Application (the “Service Address”), the Customer agrees to the following terms and conditions:

1. Customer grants the UGOCCC and its successors or assignees the right of ingress at the Service Address in connection with the performance of the Services.

2. The UGOCCC shall install a water meter for the Service Address either off the Customer’s premises, or upon the Customer’s property within three (3) feet of the property line. Customer shall install and maintain at Customer’s own expense a service line which shall begin at a point designated by the UGOCCC at Customer’s property line and extend to the dwelling and other portions of Customer’s premises. The UGOCCC shall make the final determination in any question of location of any service line connection to its water distribution systems. It is strongly recommended that the service line diameter not exceed the size of the water meter. If a larger service line is desired, a water meter of equal or larger size should be installed. The Customer must also furnish, install, and maintain a private shut-off valve on the service line on Customer’s side of the water meter within 3 feet of the meter.

3. The UGOCCC reserves the right to reduce or shut off the Customer’s water supply in the event of an emergency, a water shortage, to accommodate construction, or to make repairs to the UGOCCC’s water distribution system.

4. The Customer will be invoiced monthly at the end of each month. All payments for the Services shall be due and payable on the 10th day of each month. The Customer shall be responsible for all charges until this Agreement has been terminated. The failure to receive a bill does not entitle delayed payment; the Customer may contact the UGOCCC during regular office hours to make inquiries about the status of its account and may request a printed copy of its most recent invoice. The Customer will be charged \$35.00 for all checks returned due to insufficient funds or closed accounts.

All payments under this Agreement must be paid by one of the following methods:

- i. online at <https://www.xpressbillpay.com>;
- ii. by phone at number 1-800-720-6847;
- iii. by depositing a check at the UGOCCC Dropbox located outside the Water Department’s office at 215 McNaughton St., Cusseta, GA 31805; or
- iv. in person at our office during weekdays between the hours of 8:00-4:30.

5. The Customers shall pay a security deposit and a tap fee and installation costs in the amounts provided on page 3 of the Application Package. Provided that the Customer’s outstanding balance, including all fees, has been paid in full, the security deposit shall be returned to the Customer within sixty days of the termination of this Agreement.

6. The Customer may be eligible for one extension in paying its water bill one time per six-month billing cycle for a service fee of \$35.00. An extension will only be granted upon request and shall last until the end of the current month. The Customer’s entire outstanding account balance, including the extension service fee, must be made by close of business on last day of the month in which the extension was granted.

7. The failure of Customer to pay billed water charges shall result in the automatic imposition of the following penalties:

- a. Non-payment by the 10th day of each month will result in a penalty of ten (10) percent of the delinquent amount;
- b. Non-payment by the 15th day of the month will result in the water being shut off and the placement of a lock on the water meter at the Customer's property;
- c. Once the Customer's water supply is shut off under subsection 7(b) above, the Customer shall not be entitled to receive, and the UGOCCC will not be obligated to supply, any Services under this agreement until the delinquent bill and a \$35.00 reconnect fee have been paid;
- d. If payment has not been received 30 days after the original due date, this Agreement shall be terminated, the Customer's account will be closed, and the Customer's security deposit will be applied by the UGOCCC toward settlement of the account. Any balance will be refunded to Customer; however, if the security deposit is insufficient to cover the amount due, the UGOCCC may collect the balance as allowed by law for the collection of debts.

8. Upon payment by the Customer in full of all delinquent charges and fees, the UGOCCC will unlock the water meter for the Customer's Service Address, provided the Customer is present. The UGOCCC will not unlock a water meter and resume water services unless the Customer is present at the Service Address. The Customer agrees to pay an off-hours service fee of \$30.00 to have water services turned back on after 5:00 pm on weekdays or at any time during a weekend.

No fines or payments may be paid to a UGOCCC employee on-site. Payments may only be made as allowed under Section 4 of this Agreement.

9. Water meters are property of the UGOCCC and notwithstanding Section 13 of this Agreement, the Customer shall pay a fine of \$250.00 and compensate the UGOCCC for the costs of replacing or repairing any water meter, meter fittings, or any other part of the UGOCCC water distribution system. Tampering, damaging, or destroying UGOCCC property may also lead to criminal prosecution.

10. The Customer agrees to comply with the requirements of the Georgia Department of Natural Resources, including the requirement that no other present or future source of water may be connected to any water lines served by the UGOCCC's water lines. The Customer shall disconnect any private source of water supply prior to connection and while connected to the UGOCCC's water distribution system.

11. The Customer shall not allow a connection or extension to be made to its service line for the purpose of supplying water to another Customer. The UGOCCC reserves the right to terminate this Agreement and shut off the Customer's water supply if the Customer breaches this provision.

12. Billing shall commence on the date the Customer connects its service line to the UGOCCC's water distribution system and commences to use water from the UGOCCC's system or sixty days from the date water is made available by the UGOCCC, whichever occurs first.

13. The Customer will also be billed, and agrees to pay, \$10.00 per month for an ambulance fee.

14. All residential customers will also be billed monthly a regular garbage disposal fee of \$16.50. In consideration for the fee, the UGOCCC will provide the Customer with one garbage receptacle

and will provide weekly pick-up service. The Customer may request additional garbage receptacles for an additional fee of \$11.00 per month per receptacle. All commercial customers will be billed by GFL. Customer agrees to pay \$16.50 per month for the first garbage receptacle and \$11.00 per month for each additional garbage receptacle.

15. The UGOCCC reserves the right to amend the above terms and conditions from time to time upon sixty (60) days' advance notice to the Customer. Unless the Customer terminates this Services Agreement pursuant to its terms within the notice period, the Customer accepts any amendments.

SECURITY DEPOSIT AND TAP FEES FOR RESIDENTIAL SERVICE

<u>Meter Size (diameter)</u>	<u>Security Deposit</u>
¾"	\$100.00
1"	\$150.00
2"	\$200.00
4"	\$500.00
6"	\$750.00

TAP FEES/INSTALLATION CHARGES

(charge for initial connection fee, if a tap is not already installed on the Customer's property)

<u>Meter Size (diameter)</u>	<u>Tap Fee*</u>
¾"	\$1,000.00
1"	\$1,100.00
2"	\$2,000.00
4" or larger	COST (including shipping)

* If the UGOCCC must bore under a county road in order to install a water tap, installation charges will include an additional \$250.00 per connection. Lines over 1" may require the UGOCCC to retain a third-party contractor, in which case installation will include all costs assessed by the contractor. If installation requires boring under a state road, the UGOCCC must defer to the Georgia Department of Transportation ("GDOT") and installation charges will include all costs assessed by GDOT.

