

RULES AND REGULATIONS
OF
AUBURN WATER SYSTEM, INC.

I CLASSIFICATION OF SERVICE:

Residential: This category applies strictly to a single-family dwelling or to each residential unit in an auto court, duplex or multiple dwelling building. Commercial: This category applies to all services not classified as residential.

II APPLICATION FOR SERVICE:

- (a) The Consumer will make application for service, in person, at the office of the Corporation and at the same time make the deposit guarantee required below.
- (b) The Corporation may reject any application for service not available under a standard rate or which involves excessive service cost, or which may affect the supply of service to other customers or until all previous bad debts if any have been paid, or for other good and sufficient reasons.
- (c) The Corporation may reject any application for service when the applicant is delinquent in payment of bills incurred for service previously supplied at any location, provided that when the owner of the premises has been served water and has not paid for the same. The Corporation shall not be required to render service to anyone at said location where the water used, until said water bill has been paid.
- (d) For violation of any of the provisions of these rules relating to application for service, the Corporation may at the expiration of thirty (30) days after mailing a written notice to the last known address of the Consumer, remove the meter and discontinue service. Where the meter is thereafter re-installed, the Consumer shall first pay to the Corporation a re-connection fee in accordance with the Corporation's "Fee and Rate Schedule".

III GUARANTEED DEPOSIT:

- (a) For residential and commercial use the minimum cash deposit as stated in the current "Fee and Rate Schedule" shall be required. The Corporation shall have the option, on thirty (30) days written notice, to require the consumer to increase the deposit to 100% the amount of the highest monthly bill theretofore rendered.
- (b) The individual in whose name the deposit is made shall be responsible for payment of all bills incurred in connection with the service furnished.
- (c) A separate deposit is required for each meter installed.
- (d) The guarantee deposit receipt is not negotiable and can be redeemed only at the Corporation's offices.
- (e) Where the Corporation finds that the request for a guarantee deposit refund is questionable, the Corporation may require the applicant for refund to produce the deposit receipt properly endorsed.

- (f) Any member with a good payment history of six (6) months, may upon request, transfer an existing membership deposit and any outstanding bill to a new address. All deposits will be held without interest paid to the member. The prior policy of partial refund after 5 years is deleted and all deposits will be held perpetuity. (Revised 6/16/03)

IV INITIAL OR MINIMUM CHARGE:

- (a) The initial or minimum charge, as provided in the “Fee and Rate Schedule”, shall be made for each meter installed, regardless of location. (Revised 6/16/03)
- (b) For campgrounds, or small cottages having no inside water facilities, the regular minimum charge will be made for meter services plus an additional minimum charge of \$1.50 per month for each service for each tent, trailer space or cottage, whether occupied or unoccupied.
- (c) The consumer shall be allowed additional minimum water prorated at the regular minimum rates as evidenced by the published “Fee and Rate Schedule” of the Corporation. All excess water will be billed at the Corporation’s regular published rates.
- (d) For service to an auto court, duplex, or multiple dwelling building served by a single meter; the minimum monthly charge shall be the total of the following: 1. The regular minimum monthly charge for the meter size used; plus, 2. For each additional living unit in excess of one, contained in the auto court, duplex, or multiple dwelling building, one half of the regular minimum monthly charge for a 5/8 –3/4” meter. For each one half of the regular monthly charge so included, the consumer shall be allowed additional minimum water at the regular minimum rates as evidenced by the published “ Fee and Rate Schedule” of the Corporation. For all water used in excess of that allowed in accordance with 1 and 2 above, such excess water will be billed at the Corporation’s regular published rates.
- (e) The above minimum charges for additional residential units shall apply regardless of whether the residential unit is occupied or unoccupied.
- (f) If the consumer takes exception to this method of established minimum charges, the consumer may request that a meter be installed for each residential unit, upon paying the Corporation the regular connection fee and deposit guarantee for each meter to be installed.
- (g) For summer residents where service is furnished to a consumer during the summer months only, the minimum charge per service for the period of such absence shall be the regular minimum as set out in the published rates of the Corporation. All excess water will be billed at the Corporation’s regular published rates.
If the consumer takes exception to this rule and insists that the service be wholly discontinued during periods of absence, the Corporation will make a charge for such cut off and re-connection in accordance with the “Fee and Rate Schedule”.
- (h) Water furnished for a given lot or residence shall be used on that lot or residence only. Each class of service must be separately metered. Each consumer’s service must be separately metered at a single delivery and metering point. Each commercial unit and each storeroom or stall used for business purposes, shall

have a separate meter. All commercial use, including storerooms and stalls for business purposes shall be metered separately from any residential use, and vice versa, whether now in service or to be installed in the future.

- (i) Trailer courts as defined by Florida Statutes and properly licensed shall be required to have an approved distribution system and sufficient meters as determined by the Corporation to ensure adequate service. Member will be billed on (1) minimum charge for each trailer unit whether occupied or unoccupied per month. All excess water will be billed at the Corporation's regular published rates.

V CORPORATION'S RESPONSIBILITY AND LIABILITY

- (a). The Corporation shall run a service line from its distribution line to the property line where the distribution line exists and runs immediately adjacent and parallel to the property to be served, and for which a tap on fee will have been made for each such new service in accordance with the "Fee and Rate Schedule". Note: The connection charge hereinabove provided may be changed by order of the Corporation at such time as market conditions may justify, all other provisions herein to remain in effect. EXCEPTION: Any future buildings in the 100 year floodplain or regulated wetlands of the Dorcas service area. (Revised 11-11-91)
- (b) The Corporation may install its meter at the property line, or, at the Corporation's option, on the consumer's property or in a location mutually agreed upon.
- (c) When two or more meters are to be installed on the same premises for different consumers they shall be closely grouped and each clearly designated to which consumer it applies.
- (d) The Corporation does not assume the responsibility of inspecting the consumer's piping or apparatus and will not be responsible therefore. The consumer will be billed for all metered water.
- (e) The Corporation reserves the right to refuse service unless the consumers lines or piping are installed in such manner as to prevent cross connection or backflow of water into the Corporation's lines. In the event Auburn Water System deems a backflow protection device necessary, the customer will be required to reimburse the Corporation the cost of the device.
- (f) The Corporation shall not be liable for damage of any kind whatsoever resulting from water or the use of water on the consumer's premises, unless such damage results directly from negligence on the part of the Corporation. The Corporation shall not be responsible for any damage done by or resulting from any defect in the piping, fixtures, or appliances on the consumer's premises. The Corporation shall not be responsible for negligence of third persons, or forces beyond the control of the Corporation, resulting in any interruption of service.
- (g) Under normal conditions, the consumer will be notified of any anticipated interruption of service.

VI CONSUMERS RESPONSIBILITY:

- (a) Piping on the consumer's premises must be so arranged that the connections are conveniently located with respect to the Corporation's lines or mains.
- (b) If the consumer's piping on consumer's premises is so arranged that the Corporation is called upon to provide additional meters, each place of metering will be considered as a separate and individual account.
- (c) Where the meter is to be placed on premises of a consumer, a suitable place shall be provided by consumer for placing such meter, unobstructed and accessible at all times to the Corporation's employees.
- (d) The consumer shall furnish and maintain a private cut-off valve on the consumer's side of the meter.
- (e) The consumer's piping and apparatus shall be installed and maintained, by the consumer at the consumer's expense, in a safe and efficient manner and in accordance with the Corporation's rules and regulations and in full compliance with the sanitary regulations of the State Board of Health. The consumer will be liable for payment of all metered water delivered to this property.
- (f) The consumer shall guarantee proper protection for the Corporation's property placed on the consumer's premises and shall permit access to it only by authorized representatives of the Corporation.
- (g) In event that any loss or damage to the property of the Corporation or any accident or injury to persons or property is caused by or results from the negligence or wrongful act of consumer, his agents or employees, the cost of the necessary repairs or replacements shall be paid by the consumer to the Corporation and any liability otherwise resulting shall be assumed by the consumer.
- (h) The amount of such loss or damage or the cost of repairs shall be added to the Consumer's bill and if not paid, service may be discontinued by the Corporation.

VIII EXTENSIONS TO MAINS AND SERVICES:

- (a) The Corporation may construct extensions to its water lines to points within its certificated area but the Corporation shall not be required to make such installations unless the consumer purchases a membership certificate and advances to the Corporation the entire cost of the installation.
- (b) All line extensions shall be evidenced by a contract signed by the Corporation and the person advancing funds for said extension, but each contract shall be null and void unless approved by the Corporation Board of Directors.
- (c) The Corporation shall not be required to refund any part of the advance made by the consumer to cover the cost of the extension. Line extensions and the cost of each extension will be at the discretion of the Manager or Board of Directors.
(Revised 6/12/74 Sp. Fla. Pn 6/12/74) (Revised 6/2/95)
- (d) The Corporation will not make extensions or provide service to any future building in the 100 year floodplain areas are to be determined by the F.E.M.A. Flood maps. Wetland areas are those designated as such by the U.S Fish and Wildlife Service. (Revised 11/11/91)

VIII ACCESS TO PREMISES:

- (a) Duly authorized agents of the Corporation shall have access, at all reasonable hours, to the premises of the consumer for the purpose of installing or removing Corporation property, inspecting piping, reading or testing meters or for any other purpose in connection with the Corporation's service and facilities
- (b) Each consumer shall grant or convey, or shall cause to be granted or conveyed, to the Corporation, a perpetual easement and right of way across any property owned or controlled by the consumer, wherever said perpetual easement and right of way is necessary for the Corporation water facilities and lines, so as to be able to furnish service to consumer, or other contiguous consumers.

CHANGE OF OCCUPANCY:

- (a) Not less than three days notice must be given in person or in writing, at the Corporation's office, to discontinue service or to change occupancy.
- (b) The outgoing party shall be responsible for all water consumed up to the time of departure or the time specified for departure, whichever period is longest.

X METER READING - BILLING COLLECTIONS

- (a.) Meters will be read and bills rendered as follows: Begin reading meters the 5th Day of each month, 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 figured in accordance with the corporation's published rate schedule then in effect and will be based on the amount consumed for the period covered by the by the meter readings, except where a consumer orders turn - on, the minimum bill to such consumer for such period shall be equal to the minimum charge for one (1) full month's service. In some cases a pro-rated bill will be sent depending on the turn on date.
- (c.) Charge for service commences when meter is installed and connection made, whether used or not.
- (d) Reading from different meters will not be combined for billing, irrespective of the fact that said meters may be for the same or different premises, or for the same or different consumers, or for the same or different services.
- (e) Bills are due when rendered, delinquent after fifteen(15) days and a penalty of ten percent (10%) will be added and if not paid in twenty (20) days, service may be discontinued by the Corporation. (Revised 10/14/2001). Disconnects will normally be on the 3rd Wednesday of each month, based on a sixty (60) day past due balance. However, delinquent accounts are subject to disconnect twenty (20) days from the due date. No disconnect notices will be sent as the disconnect warning is printed on the regular monthly bills.
- (f.) Failure to receive bills or notices shall not prevent such bill from becoming delinquent nor relieve the consumer from payment. (Revised 07/13/2006)

XI SUSPENSION OF SERVICE:

- (a) When services are discontinued and all bills paid, the deposit will be refunded.
- (b) Upon discontinuance of service for nonpayment of bills, the deposit will be applied by the Corporation toward settlement of the account. Any balance will be refunded to the consumer but if the deposit is not sufficient to cover the bill, the Corporation may proceed to collect the balance in the usual way provided by law for the collection of debts.
- (c) 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.
 - 3. Emergency repairs.
 - 4. Insufficiency of 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.
 - 8. Theft of utility by reversal of meter or making an unmetered connection to the Corporation's distribution lines.
- (d) The Corporation may in addition to prosecution by law, permanently refuse service to any consumer who tampers with a meter or other measuring device, taps into the distribution line or secures water thru any other illegal method.

XII COMPLAINTS – ADJUSTMENTS:

- (a) If the consumer believes his bill to be in error, he shall present his claim, in person, at the Corporation's before the bill becomes delinquent. Such claim if made after the bill has become delinquent shall not be effective in preventing discontinuance of service, as heretofore provided. The consumer may pay such bill under protest and said payment shall not prejudice his claim.
- (b) The Corporation will make special meter readings at the request of the consumer for a fee of five dollars (\$5.00) provided, however that if such special reading discloses that the meter was over-read, no charge will be made.
- (c) Meters will be tested at the request of the consumer upon payment to the Corporation of the actual cost to the Corporation of making the test, provided, however, that if the meter is found to over- register beyond one (1) percent of the correct volume, no charge will be made.
- (d) If the seal of a meter is broken by other than the Corporation's representative or if the meter fails to register correctly or is stopped for any cause, the consumer shall pay an amount estimated from the record of his previous bills and/ or from other proper data.

XIII ABRIDGEMENT OR MODIFICATION OF RULES:

- (a) No promise, agreement or representation of any employee of the Corporation shall be binding upon the Corporation except as it shall have been agreed upon in writing, signed and accepted by the acknowledged officers of the Corporation.

(b) No Modification of rates or any of the rules and regulations shall be made by any agent of the Corporation.

XVI ADOPTION OF RULES:

Until further order of the Board of Directors of this Corporation the rules and regulations, as the same are hereinabove set out, are hereby adopted as of the date hereof to become effective on and after SEPTEMBER 9, 1985.

Revised by the Board of Directors June 20, 2005.

CERTIFIED BY:

Doug Sims, General Manager

AUBURN WATER SYSTEMS, INC.

By: _____
William A Bailey, President

Attest: _____
Mary Rankin, Vice President

