

Rules and Regulations **Johnson Crossing Water System, Inc.**

The following rules and regulations are for the information and protection of the members of the Johnson Crossing Water System. The member is responsible for being aware of said rules and regulations, as well as where their meter is located and how to turn off in case of an emergency. Johnson Crossing Water System will no longer require a security deposit. A non-refundable service fee will be required according to current rates. The following rules, regulations and all associated fees mentioned are effective

And supersede all previous rules, regulations and fees and are subject to change without further notice.

New Service Requiring Meter Installation: The Johnson Crossing Water System will install a service connection consisting of labor, saddle, corporation stop, service line, curb stop, meter, and check valve to a point adjacent to the property line of an establishment or residence on the road right of way. Meter will remain locked until inspected by JCWS to verify customer has installed a shut off valve on their side of the meter. Before the meter is set Johnson's Crossing Water System will determine if sufficient pressure (20 psi) exists. If pressure is less than 20 psi, customer will be refunded the tapping fee. All new meter sets require a 12-month minimum service from the date service is installed. If initial customer should discontinue service prior to the 12-month term, said customer is responsible for the difference.

New Service with Existing Meter Sets: A member requesting water service with the Johnson Crossing Water System where a meter set already exists must pay a service fee for the service to be connected. The fee covers reading, unlocking and other costs associated with the connection. The member must show photo ID, 911 address. The meter will be unlocked within 48 hours provided that you do not have an impending balance due on any previous accounts in your name. If you have a balance due, this balance must be paid in full before the new account will be unlocked.

Vacant Service/Meter Sets: Service connections and or meter sets without billing for a consecutive 24-month period will be subject to removal. In the event that service is requested after the removal of the service connection and/or meter set, the customer will be responsible for all tapping fees associated with the new service.

Water Service: Member is responsible for all water usages, penalties and or fees once an account is in your name until we are notified that you wish for service to be discontinued.

Meter Replacement: Meters and all associated parts are the property of the Johnson Crossing Water System. If a meter is found to be registering incorrectly, it will be replaced at no charge to the member. If a meter is damaged or lock removed by member, member will be responsible for repair cost.

Access to Premises: The Johnson Crossing Water System must have access to read and maintain meters at all times. If anyone prevents access by constructing a fence, barrier or other obstruction, the Johnson Crossing Water System after giving the member reasonable notice will remove said meter and terminate service. To reinstate water service, the obstruction must be removed and the member will be required to pay a full tapping fee.

Meter Reading: Meters will be read monthly. The Johnson Crossing Water System reserves the right to vary the dates or length of period covered.

Water Pressure Regulators and Water Shutoff: It is the member's responsibility to install and maintain a pressure regulator & shut off – JCWS will not be responsible

Minimum Bill: Each member will receive a minimum bill. The bill covers a flat rate, from 0 to 2500 gallons and is charged to cover monthly meter reading and administrative costs.

Billing/Collecting: Bills will be calculated in accordance with the Johnson Crossing Water System rate schedule and will be for the period of days covered between meter readings. Readings from different meters will not be combined. Payment is due when bill is rendered and will be delinquent one day after the penalty date stated on the bill unless that day falls on a weekend or holiday, then such bill becomes deemed delinquent the first business day following the weekend or holiday. A 10% penalty will be added to each account upon delinquency. Water service may be disconnected without further notice and a reconnection fee plus payment of any unpaid balance is due before reestablishment of water service. Disconnection or cut-off date will be 10 days past the current bill due date. Accounts where checks or negotiable orders returned by the bank due to insufficient funds or account closing, will be disconnected for non-payment. Water service can be restored upon cash-payment of account plus returned check fees and a reconnect fee.

Payments due by the 15th of the month before a 10% late penalty is added, payment can be made:

- 1.) The office 418 1st Avenue SE,
Cullman, Al 35055 Monday thru Friday 8:00 to 5:00
- 2.) Any Merchants Bank
- 3.) Or mailed to P O Box 1128
Cullman, Al 35056
- 4.) Bank Draft
- 5.) Online at www.johnsonscrossingwater.com
- 6.) Via phone

If leak or water outage call 256-734-3321

Default on Account: Any member that defaults on their account will be responsible to pay any and all costs associated with the collection of the account. This includes attorney's fees, collection agency fees and any other fees associated with the collection.

Unauthorized Re-Connections: If a member or establishment either effects, causes, allows, or permits an unauthorized connection or re-connection to the Johnson Crossing Water System by means of removing lock, installing a jumper or any other means of reconnecting to the system the member will be responsible for paying all costs associated with the account and penalties for the unauthorized reconnect. If the member or establishment refuses to pay all costs associated with the unauthorized reconnect, said member is subject to prosecution under the Alabama State Law 86-429.

Suspension of Service: The Johnson Crossing Water System reserves the right to discontinue service without notice for the following additional reasons:

- *The occurrence and discovery of any tampering, alteration, modification or interference with any water meter, register, measuring device, or other component of the meter, with or without knowledge of the member.
- *Member's willful disregard of the Rules and Regulations as set forth by Johnson Crossing Water System.
- *Emergency repairs.
- *Legal proceedings.
- *Insufficiency of water supply due to circumstances beyond the water system's control.
- *By order of public authorities.
- *The prevention of fraud or abuse.
- *Delinquent accounts.
- *More than one household on a meter.
- *No Mail Receptacle or Active P.O. Box.

Request for Termination of Water Service: To discontinue water service; the member may call, come in person, mail or fax a request for termination to Johnson Crossing Water System. A final reading will be taken within 48 hours of completion of request and a final bill will be computed and mailed to the forwarding address. The Johnson Crossing Water System will not terminate water service until either the current member requests termination in writing or the new tenant makes application for water service for that establishment or residence. It is the responsibility of the customer to verify the water service has been terminated in his or her name. The member whose name the water service is in will continue to be responsible for all water usage, penalties and or fees.

Disputed Billing: If the member believes their bill to be in error, the claim must be presented in person at the office of the Johnson Crossing Water System **before** the bill becomes delinquent. Such claim if made after the bill becomes delinquent will not be effective in preventing the discontinuance of water service provided. The member may pay said bill under protest. The payment under protest will not prejudice the claim. At the member's request, Johnson Crossing Water System will reread a member's meter. If the reread discloses that the meter was over read, no charge will be made and bill will be adjusted.

Fire Hydrants: At the request of the member, Johnson's Crossing Water System will install a 6" fire hydrant. (if the main will accommodate a 6" hydrant) on the road right of way. Prior to installation the full tapping fee must be paid by the member. By installing the fire hydrant, the Johnson Crossing Water System does not in any way guarantee the volume of water or the pressure of water will comply with the requirements of any insurance agency or local fire departments.

This institution is an equal opportunity provider.

Johnson's Crossing Water System, Inc.

Fees and Penalties

Water Meter Tapping Fees

5/8" Meter	\$550.00
1" Meter	\$800.00

Fire and Flush Hydrants

6" Fire Hydrant	\$2,100.00
Post Hydrant	\$1,350.00

Other Fees and Penalties

Residential Owner	\$50.00
Residential Renters/Tenants	\$85.00
Restaurants	\$250.00
Car Washes	\$250.00
Laundromats	\$250.00
Meter Damage	\$150.00
Transfer Fee	\$25.00
(Temporary Services-Banks, Real Estates, Mtg Co,etc. plus (1) minimum bill-will unlock for a one time inspection at no charge.)	
Reconnect Fee	\$100.00
Unauthorized Reconnection	\$200.00
Delinquent Penalty	10%
Returned Check	\$30.00
Delinquent Tag Fee	\$20.00