**AUBURN WATER SYSTEM, INC.**

RESOLUTION NUMBER \_\_\_\_12219\_\_

A RESOLUTION FORMALLY ESTABLISHING THE POLICY OF AUBURN WATER SYSTEM, INC., WITH REGARD TO SERVICE OFF OF EXISTING “DEAD-END” WATER MAINS

WHEREAS, the Board of Directors of the Auburn Water System, Inc. (“AWS”) desires to formally establish a policy governing the connection of additional meters and service lines at or near the end of “dead-end” main lines, now therefore

BE IT RESOLVED by the Board of Directors of Auburn Water, System, Inc. as follows:

Unless and until amended, revoked or replaced by the Board of Directors, the following shall be the policy of AWS with regard to connection of additional meters and service lines at or near the end of “dead-end” main lines:

A “Dead-End Main” line shall be any pipe owned, controlled or maintained by AWS which supplies water to one or more service meters and which terminates without looping or otherwise connecting back in to the AWS system such that there is a risk of inadequate pressure at or near the end of the main.

It is the policy of AWS to provide safe and adequate drinking water and to offer, when feasible, to every consumer in AWS’s service area access to safe and adequate drinking water.

When a potential customer inquires as to the placement of a new meter and AWS determines, in its sole and exclusive discretion, that the requested meter would be placed on a Dead-End Main AWS shall first investigate the existing pressure, consumption rates and capacity to serve on the Dead-End Main and notify the Customer if AWS reasonably believes that adequate capacity exists on the Dead-End Main. Said investigation shall be limited to confirming that minimum pressure of 20 lbs. per square inch can be provided at the meter location.

If AWS determines, in its sole and exclusive discretion, that an additional meter can not be supported, the potential customer will be notified accordingly. If AWS determines that an additional meter can be supported, then the following shall apply:

1. The potential customer shall be provided a copy of a Pressure Waiver and Acknowledgement Form, a sample of which is attached hereto and incorporated herein, as may be from time to time modified or replaced. Said form must be signed and returned to AWS at or prior to the payment of the tap fee.
2. If, after reviewing the Dead-End Main Waiver and Acknowledgment Form, the potential customer has questions or concerns about the potential for inadequate pressure, the potential customer will be provided contact information for AWS’s engineer and advised that the potential customer may retain the AWS’s engineer or another engineer of their choosing, at their sole expense, to run pressure calculations specific to the potential customers location of residence and anticipated demand.
3. For service to properties or residences located beyond the terminus of a Dead-End Main, AWS shall only place the meter immediately adjacent to the end of the main within the right-of-way. The potential customer shall be responsible for running a service line from the meter to their service location. AWS shall NOT be responsible for approving or verifying approval that the potential customer has secured any necessary approvals, rights-of-ways, easements or access agreements for placement of the service line and AWS shall not be responsible for damage to, or maintenance of, the service line.

This Resolution shall be effective as of the date of execution below.

APPROVED AND ACCEPTED this \_\_22\_\_ day of January, 2019.

AUBURN WATER SYSTEM, INC.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Mr. Joseph Kearley, President of the Board

ATTEST: CORPORATE SEAL:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Mr. Timothy Bryant, Corporate Secretary

DEAD-END MAIN WAIVER AND ACKNOWLEDGMENT

AUBURN WATER SYSTEM, INC.

Customer Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Service Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Date of Agreement:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By signing below Customer acknowledges the following:

1. I am aware that I have requested a new water meter be installed on an existing dead-end water main.
2. I have been provided a copy of Resolution 2019-\_\_\_ regarding the establishment of connections on Dead-End Mains. I have read and understand the Resolution.
3. I understand that Auburn Water System, Inc. (“AWS”) will only place my meter on the right-of-way and if my service location is beyond the end of the dead-end main, my meter will be placed immediately adjacent to the end of the main.
4. I understand that I am responsible for running my service line from the location of the meter to my service location to include securing any required rights of access/easements to place the service line on private property or on the right-of-way.
5. I understand that Auburn Water System can only guarantee pressure at the location of my meter and cannot guarantee any specific pressure at the actual service location.
6. I understand that the fees paid for installation of the meter and connection to the system are non-refundable and specifically NOT be refunded because of inadequate pressure at the service location or inability to secure authorization to install the service line from the meter location to my service location.

By signing below, I am acknowledging the above statements, accepting full responsibility for installing the service line from the meter to my service location, to include sufficient easements or rights of access, and waiving any claim for inadequate pressure at the service location, and waiving any claim of loss or inadequate pressure that results from installation of my water meter.

CUSTOMER AUBURN WATER SYSTEM, INC.

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_