



# **SERVICE RULES & REGULATIONS**

**PREPARED FOR THE**  
**CUSTOMERS**  
**SECTION A**  
**OF THE**  
**CENTRAL ELMORE WATER & SEWER AUTHORITY**

**OFFICIALS OF THE AUTHORITY**

**H. Wade Johnson - Chairman**  
**Frank Vawter – Vice-Chairman**  
**Kenny Holt - Director**  
**Robert L. Prince, Jr. - General Manager**

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The Board of Directors of the Central Elmore Water & Sewer Authority has adopted the following Service Rules & Regulations. These Service Rules & Regulations will be observed both by the Authority and its Customers.

**SECTION A: SERVICE RULES & REGULATIONS**

**1.0 TYPES OF SERVICE:**

**1.1 Residential Service Definition:**

- **Residential Service is defined as:** Service to a single family dwelling with customary non-commercial appurtenances and out buildings. Single unit facilities where water usage does not conform to the definition of a commercial or agricultural operation.

**1.2 Commercial Service Definition:**

- **Commercial Service is defined as:** Service to any Customer with a 3/4 inch or larger meter (except strictly single family residences used purely for single family purposes) or any operation where water is used in large quantities as an integral part of a business or commercial operation.

Commercial Service may also apply to other locations or facilities approved by the Authority where water is supplied to multiple sites for public use, customer's use, or group usage including but not limited to shopping centers, restaurants, hotels/motels, miscellaneous stores / shops, car washes, laundromats, or recreational/camping facilities.

Commercial Service may also apply to any other location based on the nature of the operation and the volume of consumption the Authority deems to be a commercial enterprise or operation.

Commercial Service shall not apply to agricultural operations as defined by the Authority, Section A: 1.3 – Agricultural Service Definition.

The Authority has the discretion to grant a business that has a low volume of consumption (less than 10,000 gallons per month for the first three months of service) the ability to operate on a residential rate. If the customer does not meet the requirement after the three (3) month period, the account will be reassigned to a commercial rate.

**1.3 Agricultural Service Definition:**

- **Agricultural service is defined as:** Service to any facility or operation customarily recognized as an agricultural entity including but not strictly limited to any operation whose primary purpose is the production of crops or commodities for human or animal consumption.

## **SECTION A: SERVICE RULES & REGULATIONS**

### **1.4 Temporary Service Definition:**

- **Temporary service is defined as:** Service requested by an individual or entity for a period no longer than two weeks, usually for the sole purpose of selling a home or for the maintenance of a building or dwelling.

## **2.0 SERVICE TYPE RATE SCHEDULES:**

- For the Service Types, as defined in Section A: 1.0 – Types of Service, rate schedules are established and modified from time to time by the Board of Directors of the Authority.

### **2.1 Residential Rates:**

3/4 " METERED SERVICE	
USAGE	*RATES
0 - 1,500 Gallons	\$16.50 Minimum Charge Per Month + 4% Sales Tax
1,501 - 10,000 Gallons	\$5.50 Per 1,000 Gallons + 4% Sales Tax
10,001 – 20,000 Gallons	\$5.75 Per 1,000 Gallons + 4% Sales Tax
20,001 – 30,000 Gallons	\$6.25 Per 1,000 Gallons + 4% Sales Tax
Over 30,000 Gallons	\$6.75 Per 1,000 Gallons + 4% Sales Tax

### **2.2 Commercial Rates:**

METERED SERVICE – 3/4" or Larger	
USAGE	RATES
0 - 10,000 Gallons	\$95.00 Minimum Charge Per Month + 4% Sales Tax
All Over 10,000 Gallons	\$4.50 Per 1,000 Gallons + 4% Sales Tax

### **2.3 Agricultural Rates:**

METERED SERVICE - 3/4" to 1-1/2"	
USAGE	RATES
0 - 20,000 Gallons	\$75.00 Minimum Charge Per Month + 4% Sales Tax
All Over 20,000 Gallons	\$2.50 Per 1,000 Gallons + 4% Sales Tax

METERED SERVICE - 2"	
USAGE	RATES
0 - 20,000 Gallons	\$85.00 Minimum Charge Per Month + 4% Sales Tax
All Over 20,000 Gallons	\$2.50 Per 1,000 Gallons + 4% Sales Tax

### **2.4 Minimum Charge:**

- As provided in the rate schedules, a monthly Minimum Charge shall be payable for each service connection regardless of usage.

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### **2.5 Unauthorized Connections/Free Service/Master Meters:**

- Double and/or Cross Connections shall not be allowed. See Section A: 5.6 - The Customer's Responsibility and Liability, for further details.
- The Authority shall not, under any circumstances, furnish free water or sewer services to anyone.

**Allowable Exception:** The only allowable exception is when and where water is available for use to assist in filling firefighting equipment of recognized local organizations. All Fire Departments, County and State Organizations are required to furnish a monthly usage report to the Authority.

- No Master Meter installation shall be allowed to connect to the Authority's Distribution System without an Authority approved contract. Transfer of existing Master Meter service accounts will not be allowed.

### **3.0. SERVICE APPLICATION REQUIREMENTS:**

#### **3.1 New Service Application Process:**

- The Applicant and Co-Applicant (if applicable) must sign an Application and Agreement for Service Form and a Declaration to Nonexistence of Unapproved or Unauthorized Cross-Connections Form (Appendix A). These application forms may be completed in-person at the main office of the Authority, by fax, by email, or by mail. This application information cannot be taken by phone. The Authority will maintain the signed forms on file in the main office of the Authority.

Execution of the Application and Agreement for Service by the Applicant and the Declaration to Nonexistence of Unapproved or Unauthorized Cross-Connections legally binds the Applicant to abide by the specific Rules and Regulations of the Authority including, but not limited to, specific requirements regarding installation and maintenance of the water system on the Applicant's property.

- The Applicant and Co-Applicant (if applicable) must provide two (2) forms of identification, one picture ID and one of which will show proof of applicant's age and address, when making application in-person, by fax, by email, or by mail. All applicants shall be of legal age (min. 18 years of age).
- Acceptable forms of identification include but are not limited to the following: Driver's License, Photo ID (required), Social Security Card, Passport, and Birth Certificate.

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- The Applicant is responsible, at the time of application, for the following fees: a Tap Fee, a Service/Connection Fee, a Security Deposit, and an Impact Fee. All Fees are due and payable at the time the application for service is made. The only exception shall be billing the service fee on the first bill. Acceptable forms of payment are: Cash, Personal Check, Money Order, Visa or Master Card. No service can be initiated until the Applicant has made provision for fee payment. The Authority reserves the right to refuse acceptance of personal checks or any other forms of payment at its discretion.
- If requested by the Authority, the applicant must present proof of ownership or a copy of the rental agreement.
- In the event of a customer's death, the next of kin should present the Authority with a death certificate or obituary within ninety (90) days. The Authority reserves the right to terminate service within ten (10) days of written notification to next of kin. Security Deposits must be brought up to date by the next of kin (excludes spouse of deceased).
- A landlord has the option to sign one contract for all owned rental property in the service area. They may also pay a \$50 deposit for each rental property or a full coverage deposit of \$500, whichever is greater. They must provide E911 addresses for each property.
- The landlord may turn on a service that has been disconnected by the renter by submitting a request in writing, by email or by fax only if there is a signed contract and security deposit on file. The landlord must contact the office during regular business hours. A thirty dollar (\$30.00) turn on fee will be billed to the Landlord's account. The Authority reserves the right to forfeit a customer's landlord contract if the Authority deems necessary.

### **3.2 New Service Security Deposits & Non-Refundable Fees:**

- The Residential, Commercial, and Agricultural Security Deposits are as follows:

SECURITY DEPOSITS	
SERVICE TYPE	RATE
Residential 3/4" Meter (Homeowner)	\$50.00
Residential 3/4" Meter (Renter)	\$100.00
Commercial 3/4" Meter or Larger	\$300.00
Agricultural 3/4" Meter	\$50.00
Agricultural 1" Meter or Larger	\$300.00

- **Forfeiture of Security Deposit:**

Forfeiture of Security Deposit shall occur if the Customer fails to abide by the Rules and Regulations as stated in this document.



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### **3.3 Impact Fees:**

IMPACT FEES	
SERVICE TYPE	RATE
Residential	\$300.00
Commercial	\$1200.00
Agricultural	\$1200.00

- **Impact Fees are Assessed to:**

Assist the Authority in the upgrading and maintenance of the system's ability to offset any potential water shortages and/or pressure problems that may result from anticipated short and long term system expansion.

Increase the effectiveness of the Authority's ability to provide adequate service to all of its customers on a year round basis as the dynamics of the system continue to change due to growth and expansion.

- **Impact Fee Payment Option:**

The \$300.00 impact fee may be paid in full at the time of Application or, at the option of the Applicant; the impact fee may be paid over a 12 month period through equal installments on the monthly billing statement. If this option is chosen a \$25.00 administration fee will be added and monthly installments of \$30.00 will be included in the Applicants Billing Statement for the 12 month period. A Promissory Note for IMPACT FEE (Appendix A) must be signed by the Applicant at the time of Application for Service for the initiation of this payment option.

- **Developer or Group Service Application Impact Fees:**

The entire impact fee for each lot or parcel in a proposed development or subdivision must be paid as service is needed for each lot and before any service lines are installed. Developer applications & requirements are outlined in SECTION B: DEVELOPER OR GROUP SERVICE APPLICATION PROCEDURES.

### **3.4 Tap Fees:**

TAP FEES	
SERVICE TYPE	RATE
Residential 3/4" Service	\$700.00
Commercial 3/4" & 1" Service	\$1000.00
Commercial 1-1/2" Service	\$1200.00
Commercial 2" Service	\$1600.00
Greater than 2" Service	Negotiated*

\*According to Cost

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- The standard size for a Residential water meter is 5/8" x 3/4". The customer will pay for any extra cost associated with increasing the size of a standard meter.

### **3.5 Additional Non-Refundable Fees:**

- Temporary Service Fee \$ 30.00
- Reconnect for Non-Payment Fee\* \$ 60.00
- Fire Hydrant Meter \$ 50.00

\* \$30.00 of the Reconnect Fee will be refunded if service is terminated by customer

### **3.6 Existing Service Fees:**

- Customers making application to the Authority for service through an existing service connection shall pay one of the following: Existing Service Connection Fee, a Turn-on Fee, or Temporary Service Fee whichever is applicable.
- **Existing Service / Connection Fee:** \$30.00

A Service / Connection Fee is assessed when a service exists but a meter must be connected, the meter read, and the water turned on.

- **Turn-on Fee:** \$30.00

A Readout Fee is assessed when a service exists and the meter is in place but a service call is required to read the meter and turn on the water.

- **Temporary Service Fee:** \$30.00 + Min. Bill or Water Consumed

A Temporary Service Fee is assessed when a meter is in place and service once existed but has been suspended. A service call is requested by an individual or entity to read the meter and turn on water for a period no longer than two weeks, usually for the sole purpose of selling a home or for the maintenance of a building or dwelling. The fee charged shall be \$30.00 plus the minimum water bill or maximum water used, whichever is greater.

- **Reconnect for Non-Payment Fee:** \$60.00

A Reconnect for Non-Payment Fee is assessed when a meter has been cut-off for non-payment of a bill due.

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## **SECTION A: SERVICE RULES & REGULATIONS**

### **4.0 THE AUTHORITY'S RESPONSIBILITY AND LIABILITY:**

#### **4.1 Service Line & Meter/Meter Box Installation:**

- The Authority shall install a Service Line from its distribution main to the boundary of the easement, or road right-of-way of the distribution main. A Tap Fee will be assessed for the connection to the Authority's distribution main.
- The Authority, at its option, may install its Meter/Meter Box (including cut-off valve, meter, and backflow preventer) as it deems to be expedient including locating the Meter/Meter Box on the Customer's Property within three (3) feet of the property line.
- The Customer is responsible to locate and mark all property lines, easements, right-a-ways, etc.

#### **4.2 Distribution Main Extension:**

- The Authority, at its discretion, may extend its distribution mains to facilitate connections in order to service other properties not adjacent to its existing distribution main. The distribution main extensions will only be made upon payment of all reasonable costs for the extension. The minimum size for main extensions shall be 6-inch diameter pipe to accommodate the installation of hydrants for fire protection purposes.

#### **4.3 Right of Refusal of Service:**

- The Authority Reserves the Right of Refusal of Service unless the Customer provided service piping or cut-off valve is installed in such a manner as to prevent cross-connections or backflow.

#### **4.4 Notification of Service Interruption:**

- Under normal conditions, the Authority will notify the Customer in writing or by flyer of any anticipated interruption of service.

#### **4.5 Fire Protection Policy:**

- The Authority's Water System Does Not Provide Fire Protection. Fire hydrants are installed for the purpose of testing the system, flushing lines during maintenance, and other operational functions only.

## **5.0 CUSTOMER RESPONSIBILITIES:**

### **5.1 Customer's Point of Service, Meter/Meter Box Location & The Authority's Access:**

- Each Customer's Point of Service shall be separately metered at a single delivery and metering point.

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## **SECTION A: SERVICE RULES & REGULATIONS**

- When a Meter/Meter Box is located on the property of the Customer, the Customer shall provide the Authority unobstructed access at all times.
- Duly authorized agents/employees of the Authority shall have access, at all reasonable hours, to the property of the Customer for the purpose of installing or removing Authority property, inspecting Customer piping, reading and testing meters, or for any other purpose in connection with the Authority Service and Facilities to include compliance with the Rules and Regulations.

### **5.2 Customer Installed Service Piping/Cut-Off Valve:**

- At the Customer's Expense, the Customer is required to install and maintain the Service Piping, Private Cut-Off Valve, and Pressure Regulator on the Customer's side of the Authority's Meter/Meter Box. The Customer's Service Piping, Valve, and Pressure Regulator shall be installed in a safe and efficient manner and in accordance and in full compliance with the Authority's Rules & Regulations, all applicable building codes, regulations of the County and State Health Department, and the Alabama Department of Environmental Management or any other regulating entity. The Authority shall provide a Cut-Off Valve, Meter /Meter Box, and Backflow Preventer on its side of the Service Connection.

### **5.3 Customer Side - Service Leaks and Service Leak Payment Option:**

- The Customer is responsible for the immediate notification to the Authority of leaks in the Customer's Side Service Piping / Valve. All service usage due to leaks is billable and payment is due on the Customer's monthly billing statement.
- The Customer, as an option, may sign a Promissory Note for Service Leak (Appendix A). Payments may be made in equal monthly installments for a minimum of three (3) months or a maximum of twelve (12) months until paid in full. The Customer must contact the office and sign the note prior to due date of current bill.
- Adjusted Rate Provision – Upon the request of the Customer: This Rate Provision (subject to approval of management) may be offered to a Customer if the Authority is shown evidence of a leak and corrective measures have been made to repair said leak. Any water associated with said leak will be billed at the normal rate of the Authority for the first twenty thousand (20,000) gallons. Twenty thousand one (20,001) gallons through one hundred thousand gallons (100,000) shall be charged at four dollars twenty-five cents (\$4.25) per one thousand (1,000) gallons. One hundred thousand one gallons (100,001) and over shall be charged at most recent Cost of Service Study / Revenue Requirement Rate. Any individual will not be permitted more than one (1) adjustment in a twelve (12) month period.

#### **5.4 Customer Requested Service Extension:**

- Service Extensions to the system shall be made only when the Customer(s) grants or conveys, or shall cause to be granted or conveyed, to the Authority a permanent easement or right-of-way across any property traversed by the Requested Service Extension.

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### **SECTION A: SERVICE RULES & REGULATIONS**

#### **5.5 The Customer's Use of Service:**

- Service furnished by the Authority shall be for the consumption / use of the Customer Only. The Customer shall not sell water nor provide a service of water to any other Customer.
- When water is not available in sufficient quantity without interfering with the regular domestic consumption in the service area water shall not be used for irrigation, filling fire fighting equipment, or other purposes. Disregard of this Regulation shall be sufficient cause for Refusal or Suspension of Service.

#### **5.6 Double and/or Cross-Connections:**

- Double and/or Cross-Connections are not allowed. They are a direct violation of the Rules & Regulations, the Customer's User Agreement, and Federal and State Regulations. If such a violation is suspected, the customer will be issued a formal "Notice of Possible Improper Double Connection or Cross Connection". The Customer will have 10 days to comply with the Rules and Regulations. If the problem has not been corrected within the 10 days, the service will be terminated.

#### **5.7 Consumer Tampering - Service Line, Meter, or Equipment:**

- The Customer(s) shall not tamper with any Service Line, Meter or Equipment of the Authority. Any Customer who tampers with a meter or other Authority Facility shall be charged the following fees:
  1. First Offense - \$150.00
  2. Second Offense - \$500.00 and prosecution by law.

In both instances the Customer will, in addition, be responsible for all costs to repair / replace the Authority's property. The Authority, at its discretion, may permanently refuse service to any Customer who tampers with the Authority's property.

- If the seal of a meter is broken by any means other than the Authority's designated agents/employees and if the meter fails to register correctly, or is stopped for any cause, the Customer shall pay an amount estimated from the account's previous billing records and/or from other applicable data. In addition, the Customer will be responsible for all costs to repair / replace the Authority's property.

#### **5.8 Customer Requested - Suspension of Service / Change of Occupancy:**

- The Customer shall give notice in person or in writing to the Authority's Main Office, to Suspend Service or to Change Occupancy.
- The Out-Going Customer shall be responsible for all service consumed up to the time specified or actual departure, whichever period is greater.

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- The New Customer will be responsible for making Application for Service immediately before occupying the premises. Failure to do so may make the New Customer liable for the service consumed since the last meter reading.

### **6.0 METER READING/BILLING/PAYMENTS:**

#### **6.1 Meter Reading:**

- Meters will be read and bills rendered monthly. The Authority reserves the right to vary the dates or length of billing periods covered, temporarily or permanently if necessary or desirable. Readings from different and/or multiple meters will not be combined for billing.

#### **6.2 Billing Calculations:**

- Billing for service will be calculated in accordance with the Authority's rate schedule and will be based on the amount consumed for the period covered by the meter readings, except where a consumer requests a service discontinuance less than one month after service activation. The Minimum Billing to the Consumer for such a period shall be equal to the minimum charge for one full month's service.

#### **6.3 Commencement of Payment:**

- The Customer, having made the appropriate application for service, will commence payment for service of at least a minimum bill upon activation of the service by the Authority. Payments of Bills are to be submitted to the Main Office of the Authority in-person, by mail, online, or telephone. Failure to receive bills or notices shall not prevent such bills from becoming delinquent or relieve the Customer of the responsibility of payment.

#### **6.4 Delinquent Bills:**

- Bills are considered delinquent if payment is not received by 3:00 PM on the due date noted on the billing statement and a 10% penalty shall automatically be applied.
- Terminated accounts with an outstanding balance over \$50.00 that is not paid by the due will be turned over to a collection agency.
- Any outstanding debt on an inactive account (and the customer has an active account) the outstanding debt will be transferred to the active account.

#### **6.5 Partial Payment of Delinquent Bills:**

- Partial Payment of Delinquent Bills will be accepted but will not delay any of the normal processes regarding service suspension due to delinquent bills. Only full payment of the billing amounts due will stop the service suspension process.

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#### **6.6 Returned Check and Returned Draft Policy:**

- A non-refundable \$30.00 service charge shall be applied to any and all billed accounts involving returned checks or returned drafts. The Authority shall issue a written notice of a Returned Check or returned draft to the Customer. The Customer will have a maximum of ten (10) days after date of notice to personally negotiate settling of payment for the returned check or returned draft. Failure by Customer to comply with the aforementioned rules may result in the account being upgraded to a Cut-Off Status with final action of Suspension of Service.
- Accounts with a returned bank draft will be temporarily removed from bank draft until payment has been received and issue has been settled.
- The Authority reserves the right to refuse the bank draft option to anyone that has had three (3) returned drafts during the previous twelve (12) month period.
- The Authority reserves the right to refuse a check from anyone that has had three (3) returned checks during the previous twelve (12) month period.

#### **6.7 Billing Errors & Claims:**

- If the Customer believes there is an error in the monthly bill, a Claim shall be presented in person, in writing, or by telephone at the Authority before the bill becomes delinquent. Claims, if submitted after the bill becomes delinquent, may not be effective in preventing penalties and/or Suspension of Service. The Customer may pay the bill under protest and the payment shall not prejudice the submitted claim.

### **7.0 SUSPENSION OF SERVICES:**

#### **7.1 Suspension of Service & Security Deposit Status:**

- If the Customer does not make payment of any outstanding previous balance by the due date of a billing statement, service will be suspended.
- Upon Suspension of Service for non-payment of bills, the Security Deposit will be applied by the Authority toward settlement of the Customer's Account. If the Security Deposit is not sufficient to cover the bill, the account shall then be classified as Delinquent having been assigned Cut-Off Status.
- The remaining balance of the Security Deposit, if any, will only be refunded after the Customer has made full payment of all bills due. The Customer has thirty (30) days to make a request for a refund of any remaining security deposit balance after all bills have been paid.

#### **7.2 Cut-Off Status:**

- Once a Customer's Account has reached Cut-Off Status, the Account shall be continued in an active status for billing purposes only for a period of thirty (30) days from the Cut-Off Date.

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- During this 30-day period Minimum Billing Rates shall apply. If the Customer has not made provisions to make full payment of the account and re-establish service during the thirty (30) day period, the Account shall be completely terminated and assigned a Bad Debt Status.

#### **7.3 Service Restoration:**

- Suspended Service for non-payment of bills will only be restored after all bills are paid in full.
- Service Restoration will be handled as a new application and account and all new account charges will apply.
- If the terminated Customer Account retains any possessor rights, use, or benefit of the premises, then the account shall not be reinstated under any name unless and until all prior debts of said prior Consumer have been paid in full.

#### **7.4 Customer Appeal:**

- Any Customer aggrieved by the application of the foregoing provisions may appeal such decisions directly to the Board of Directors of the Authority at the next or any subsequently scheduled Board Meeting. A request for a hearing of an appeal by the Board of Directors shall be made no later than one week (7-days) in advance of a regularly scheduled Board Meeting. Requests for an appeal hearing by the Board of Directors are to be submitted in writing to the Main Office of the Authority. Decisions rendered by the Board of Directors regarding any appeal brought before it by a Customer shall be considered final. The Board of Director's regularly scheduled meeting is the third Tuesday of each month at 12:00 PM (as of April 15, 2008) in the Conference Room of the Main Office of the Authority.

#### **7.5 The Authority's Right of Suspension of Service:**

- The Authority Reserves the Right to Suspend Service Without Prior Notice for Any of the Following Reasons:
  1. The prevention of fraud or abuse.
  2. The Customer's willful disregard of the Authority's Rules & Regulations as stated in this document.
  3. The necessity of emergency repairs.
  4. An insufficient water supply due to circumstances beyond the Authority's control.



5. Legal proceedings.
6. At the direction of public authorities.

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7. Strike, riot, fire, inclement weather (flood, tornado, hurricane, or earthquake), accident, acts of war, terrorist attack, or any unavoidable circumstance or cause.
8. Or any other unforeseen cause, action, event, or incident.

### **8.0 Customer Requested Special Services:**

#### **8.1 Meter Readings:**

- The Authority will make special meter readings at the request of the Customer for a fee of \$30.00. If the special reading discloses that the meter was over read, no charge will be made. The fee may be waived under special circumstances at the discretion of the Authority.

#### **8.2 Meter Testing:**

- Meters will be tested at the request of the Customer for a fee of \$30.00 plus the actual cost of the test. If the test determines that the meter is found to over-register beyond three percent (3%) of the correct volume, no charge will be made. The fee may be waived under special circumstances at the discretion of the Authority.

#### **8.3 Water Testing:**

- The Authority will take special water samples at the request of the Customer for a fee of \$30.00 plus the actual cost of the test. If the test sample discloses a problem in the system lines, no charge will be made. The fee may be waived under special circumstances at the discretion of the Authority.

#### **8.4 General Service Call:**

- The Authority will make a General Service Call at the request of the Customer for a fee of \$30.00. If the Service Call finds that service is required on the Authority's side of the Meter / Meter Box, no charge will be made. The fee may be waived under special circumstances at the discretion of the Authority.
- Any Service Request – ex. replacing a meter box damaged by the customer– Customer will pay the \$30.00 general service fee plus the cost of the materials.

#### **8.5 Fire Hydrant Meters:**

- In order to make a request for a fire hydrant meter, the customer must sign an application, provide proper I.D., and pay a \$50.00 fee. The customer will receive a minimum bill of \$98.80 plus any additional usage under the Commercial Rate.
- The fire hydrant meter will be placed, moved, and removed by The Authority personnel.

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- The customer must request, in writing, that the meter be removed.

##### **8.6 Moving a Meter**

- The customer will be responsible for a Tap Fee if they request that a meter be moved.

