# EAWSFD Policy, Regulations and Procedures

**DECEMBER 16, 2021** 

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#### **General District Information and General Rules**

- Description and Organization: The East Alabama Water, Sewer and Fire Protection District is a public corporation organized pursuant to Section 11-89-1, et seq., Code of Alabama, 1975. Pursuant to said statutory authority and under its certificate of incorporation, the District has the power to acquire and operate the water, sewer and fire protection system and to issue bonds payable from the revenues derived therefrom. Further, the District is empowered to establish its rates, rules and regulations which it does hereby adopt pursuant to Section 11-89-7, Code of Alabama, 1975. The East Alabama Water, Sewer and Fire Protection District will make the services of said system available within its capacity to all persons in the District's service area without discrimination as to race, color, religion, sex, national origin, age, marital status, or physical or mental handicap (possess capacity to enter into legal contract for services) at reasonable charges, including assessments, taxes, or fees in accordance with a schedule of such charges.
  - A. Office Address, Office Hours, Phone Number, and Website:
    - a. The office Address is 150 Fob James Drive, Valley, Alabama 36854.
    - b. The mailing address is Post Office Box 37, Valley, Alabama 36854-0037.
    - c. Office Hours are 8:00 AM to 5:00 PM Eastern Standard Time, Monday through Friday, except for Board adopted holidays. Office hours may be altered at the discretion of management if necessary.
    - d. The phone number for the administrative, billing, customer service office, and after-hours water and sewer emergencies is 334-756-7150.
    - e. The non-emergency phone number for the fire and ambulance department is 334-756-7178.
    - f. For fire and ambulance emergency services, dial 911.
    - g. The website for the District is www.eawsfd.com.
  - B. The office hours of the District are from 8:00 a.m. to 5:00 p.m. E.S.T. Monday through Friday of each week except on recognized holidays. All requests to establish new service must be made no later than 4:00 p.m. E.S.T. to allow time for completion of necessary paperwork and to allow for the service crew to turn the water on. Water can only be reconnected after hours with applicable afterhours fee, as noted in Appendix B. No new service will be established or connected after hours.

#### 1.02 General Rules:

- C. The District does not guarantee a uniform water pressure or an uninterrupted supply of water. The customer must provide sufficient storage of water where an absolutely uninterrupted supply must be assured.
- D. The District reserves the right to shut off the water from any of its distribution mains without notice when necessary or desirable for the purpose of making repairs, extension, or connections, or any other purpose. The District shall incur no liability for damages to any customer's plumbing or to other property caused or alleged to be caused by cutting off water or by resumption of service without notice after such interruption.
- E. The District reserves the right at any time and from time to time, to alter, amend or add to these rules and regulations or to substitute other rules and regulations therefore. Such action will be binding upon every customer from the effective date of such action.
- F. The District reserves the right to discontinue service for violation by the customer of any of the rules of the District in effect at that time.
- G. Notices sent via United States Postal Service, to a customer's last known address in District records, shall be considered delivered 3 business days after deposit at the Post Office.
- H. As a general rule, water mains will be installed in the rights of way of public roads and streets and not across private property. In the event that in the opinion of the District, it is necessary to cross private property, an easement will be obtained by the District.
- In no event will the customer be allowed to "ground" any electrical wiring, appliances or appurtenances to any water line either on the customers lines or appurtenances or on District lines or appurtenances. Upon discovery of such connection, service to that customer shall immediately be discontinued and will not be reconnected until the customer removes such connection.
- J. If a situation arises that is not covered in these policies, regulations and procedures, it will be at the discretion of the General Manager to determine a course of action.

#### **Definitions**

#### 2.01 Definitions:

The following words, terms and phrases shall, in the absence of clear implications herein otherwise, be given the following interpretations:

- Active Account means that a Contract for Service exists between a customer and the District, under which service is rendered and payment for said service is made on a monthly basis.
- **Agreement** means all written contracts and/or agreements entered into by and between the District and any other party.
- Application for Utility Service (Application) means the contractual document
  which establishes the relationship between the customer and the District under
  which service to the customer is rendered and payment to the District for said
  service is made. The Application for Utility Service shall be considered an
  Agreement or Contract.
- Backflow Preventor means a device installed on the customer side of the meter
  to prevent contaminants or pollutants within the customer's water system from
  backflowing or being introduced through cross connections into the public water
  supply.
- **Billing Month** means the time interval between successive meter reading dates, which is approximately thirty days.
- **Business Day** means the period of each day from 8:00 A.M. to 5:00 P.M., excluding holidays and weekends.
- **Calendar month** means the time standard according to the calendar at the time in effect.
- Cross Connection means a physical connection between the water supplied by the District and that supplied or obtainable from another source where water or other materials not supplied by the District could enter its distribution or collection system.
- **Curb stop** means a special brass valve designed for installation between the District service line and the meter to be used exclusively by the District for conveniently turning the water on and off.
- **Customer** means an individual, corporation, partnership, firm, or association receiving services from the District for defined premises. This is also the person legally responsible for the payment of charges for water, sewer and fire protection service furnished through the system, whether used or wasted.

- **Customer Cut Off** means a valve located on the customer's side of the meter for the use of the customer in turning water off for repair. The customer cut off valve is the responsibility of the customer.
- Deposit means a financial surety established by the customer with the District to cover the payment of final billing.
- Developer means an individual, private or public corporation, partnership, firm
  or association or other entity, including governmental agencies and other units
  of government developing property for resale, rental or lease, to which water or
  other service will be rendered by the District.
- **Distribution System** means the pipes, mains, valves, fittings, and other related appliances through which water is transmitted to customers of the District.
- **District** means the East Alabama Water, Sewer and Fire Protection District.
- Inactive Account means an account for which service by The District had been previously rendered but for which no current Contract for Service or customer deposit is held by the District.
- Main(s) means the pipe in the street, avenue, alley, road, or easements. Some "Mains" have been and will also be laid across private property if easements from the property owner can be obtained, and provided that the District decides it is more desirable to cross private property than to follow public rights-of-way.
- Meter means the water meter used to establish water usage.
- **Month** means one twelfth of a year, or the period between two consecutive readings of the District's meters, as nearly 30 days apart as practical.
- Occupant means the person actually in possession or control of any premises or part thereof, who is a consumer.
- Owner means the person or lessee who has legal or equitable title to any premises.
- Paving means the surface of a street, or the treatment thereof.
- Person means any individual, firm, association, partnership, corporation or other legal entity.
- Premises means land, buildings or other structures and appurtenances thereto.
- Private Fire Protection System means water mains, pipes, hydrants, sprinklers, and other fire protection on private premises.
- **Public Fire Protection System** means water mains, pipes, hydrants and other facilities in a street, used in whole or in part, for the protection of premises from fire.

- Service means the receipt of water to or from the point of delivery or receipt by the District. It includes the readiness and ability on the part of the District to furnish water and/or sewer service to the customer on demand due to the presence of a service connection. Service is provided to the following classes:
  - Single-Family Dwelling Unit A dwelling unit that receives basic water and/or sewer and fire protection services and is a site-built residence, a modular structure, a mobile home, or an individual unit within a complex containing multiple dwelling units. This includes individual dwelling units that are each served by a single, dedicated water meter at duplexes, quadplexes, apartment complexes, condominium complexes, etc.
  - Standard Commercial Service A service provided to a single building that is engaged in business and includes uses such as banks, barber shops, doctors, insurance, light industry, professional services, real estate, retail merchants, restaurants and similar uses that do not require pre-treatment of waste and served by a single meter.
  - Multiple-Family Dwelling Unit A premises containing two or more single-family dwelling units, attached or detached, with a privatelyowned water distribution main/system that is served by a single master meter.
  - Industrial Service A service provided to an industrial process where pretreatment is required of the customer to meet water quality standards issued by the District, or the State of Alabama.
  - Un-metered Service A service that is connected to a fire sprinkler or standpipe system within a building. Refer to the cross-connection policy for additional details regarding this service.
  - Mobile Home Park A premise containing two or more mobile homes with a privately-owned water distribution main/system that is served by a single master meter
- Service Charge means a fee collected to pay for services including, but no limited to, the establishment and maintenance of a water, sewer or fire protection account.
- **Service Connection** means a pipe used to supply a single-premises only and installed between the distribution system main and the meter, also referred to as the District service line.
- **Service Line** means a pipe used to conduct water from the meter to the point of use, also referred to as customer's service line.
- **Service Main** means the temporary supply pipe installed on streets where no standard water main exists.

- **Street(s)** means every way or place of whatever nature open to the use of the public, including streets, alleys, highways, parks, or other roads, and all other public places.
- Tampering means any willful alterations or interference with the fire hydrant, water meter, meter seal, locks, or any other system components belonging to the District, except for turning off the valve associated with the water meter for the purpose of temporary disconnection of service due to an emergency.
   Tampering includes turning on said valve for the purpose of obtaining water service to premises not subject to a Contract for Service with the present owner or occupants.
- **Temporary Discontinue** means discontinuing service, while continuing to keep a deposit on file, with the intention of re-activating service.
- Temporary Service means water service lasting for 14 days or less.
- **Taps** means a corporation cock, valve, or fitting installed in the main to which can be connected the service connection to the meter.
- Water Lateral means the same as a Service Connection.
- Water Service means the furnishing or supplying of water through the District's water system for residential, commercial, industrial, or fire protection uses, or the readiness to furnish for said purposes from the District's water system.
- **Water System** means the distribution system owned and operated by the District together with any extensions and additions thereto hereafter made.
- Year means any period of twelve consecutive months.

### Application for Water and Sewer Service, Taps, and Extensions

- **3.01** Application for Water AND/OR Sewer Service: Each prospective customer desiring water and/or sewer service will be required to sign the standard form of application for that type of service.
  - A. All persons desiring service shall make application in writing at the office of the District on forms supplied by the District.
  - B. Any change in the identity of the contracting customer at any premises will require a new application, and the District may, after a reasonable notice, discontinue the water service until new application has been duly made and accepted. However, should the new customer fail to make application at the office of the District within seventy-two (72) hours after beginning to use water, he/she shall be liable for all water charges accrued since the last reading of the meter prior to the date of his beginning the use of water and shall continue liable for all water consumed and all other charges imposed under the rules and regulations of the District.

- C. Application for transfer of service from one premise to another may be made in person and when so made is subject to all the rules and regulations just as if the customer had signed a regular application for service.
- D. Each application for water service shall be accompanied by the payment of a Service Charge to the District as listed in APPENDIX B. The service charge is to cover, in part the cost of initially reading the meter and establishing the account.
- E. A cash deposit as specified in APPENDIX B will be required on each residential meter. Customers with multiple accounts will be required to pay a deposit for each meter served.
- F. The District reserves the right to discontinue water service to the premises of any customer upon the failure of the customer to pay the charges for services rendered, and the deposit shall not be considered as a payment on account of a bill during the time the customer is receiving water service.
- G. Whenever service is discontinued, the deposit will be refunded to the customer after deducting any unpaid balance owed to the District.
- H. No deposit will be transferred or assigned except by written request of the customer whose name the deposit is currently in. Request for transfer must be made on the District form. This must be done in person with valid photo identification.
- I. Each customer shall identify himself by furnishing the customer's social security number or driver's license, or both. If the customer has neither a driver's license nor social security number, then the customer shall furnish other identification as the District deems sufficient.
- J. A deposit on record in an individual's name may be transferred in case of death, to the surviving spouse only. A copy of the death certificate must be provided. If there is no surviving spouse, the deposit will be refunded to the estate unless otherwise provided in the will or by probate.
- K. In the event a customer account is closed which carries a credit balance of \$2.00 or less and the customer makes no claim for refund within thirty (30) days of closing of said account; then the District shall retain said funds as the administrative costs for effectuating a refund would exceed the amount of the account balance.
- L. In the event a customer account is closed which carries a balance due of \$2.00 or less and the customer does not make payment to clear this account within thirty (30) days of closing of said account, the District shall write off this amount as the administrative costs for collection of this balance would exceed the amount of the balance due.

## 3.02 Application for Water Tap:

A. Application for a tap or connection to the mains of the system must be made at the office of the District on forms provided by the District.

- B. The applicant shall state the purpose for which water is to be used.
- C. Each tap application shall be accompanied by the payment of a tapping fee and System Development Fee to the District. System Development Fees will be determined by the District as set forth in the rate schedule, APPENDIX A.
- D. Receipt by the District of an application for a tap shall not obligate the District to make such tap. If the service applied for cannot be supplied in accordance with the existing Rules and Regulations or due to physical limitations of the water distribution system, the liability of the District shall be limited to the return of any tapping fee paid to the District by said applicant.
- E. The Board, at its discretion, will install water/sewer improvements necessary to provide adequate supply of water, and adequate sewer service to customers. To help finance the cost of expanding the water/sewer system; the Board will assess a System Development Fee (SDF) on all new water/sewer services, including irrigation meters. Money collected from this fee will be accounted for separately and will be spent only for Capital Improvements.
- F. District personnel must inspect and approve the customer service line and connection to the District's sewer main.

## 3.03 Application for Sewer Tap:

- A. Application for a tap or connection to the existing sanitary sewer mains of the system must be made at the office of the District on forms provided by the District.
- B. The applicant shall state the purpose for which the connection is to be used.
- C. Each tap/connection application shall be accompanied by the payment of a tap fee and system development fee (SDF) to the District. System development fees will be determined by the District as set forth in the rate schedule, APPENDIX A. The tap/connection fee is listed in APPENDIX C.
- D. Receipt by the District of an application for a sewer tap shall not obligate the District to make such tap. If the service applied for cannot be supplied in accordance with the existing Rules and Regulations or due to physical limitations of the sanitary sewer system, the liability of the District shall be limited to the return of any connection/tapping fee paid to the District by said applicant.
- E. The Board, at its discretion, will install water/sewer improvements necessary to provide adequate supply of water, and adequate sewer service to customers. To help finance the cost of expanding the water/sewer system; the Board will assess a System Development Fee (SDF) on all new water/sewer services, including irrigation meters. Money collected from this fee will be accounted for separately and will be spent only for Capital Improvements.
- F. District personnel must inspect and approve the customer service line and connection to the District's sewer main.

# **3.04 Application for Water or Sewer Development or Main Extension:** Property owners/developers who wish to install water or sewer main extensions to reach or serve property will follow the following procedures:

- A. Submit to the District two (2) copies of preliminary plans for the proposed water/sewer mains and facilities. All development/construction must conform to all regulations/requirements of the District.
- B. Following approval of these preliminary plans, the prospective developer will deliver, to the District Manager, prior to commencing construction, two (2) copies of the approved final plans for construction.
- C. After completion of the proposed mains, but before acceptance by the District, a copy of the "as-built", along with a digitized copy will be provided to the District.
- D. In the event the District requires a developer to install a water/sewer main of a larger size than is necessary to adequately serve the particular project intended to be served by the developer. The District may reimburse developers of approved projects an amount equal to the difference in the cost of the pipe, fittings, and installation necessary to serve a particular project and the cost of the (size) pipe, and fittings required by the District for its future planning/needs. For projects on which reimbursement is requested, the developer will submit an itemized cost of the project to the District for review and approval. All cost must be approved in writing by the District prior to installation in order for reimbursement to be paid.
- E. No water meters will be installed until all required testing has been completed and all System Development Fees (SDF) are paid.

#### Section 4

## **Temporary Water/Sewer Service**

## 4.01 Temporary Water/Sewer Service:

- A. The District is authorized to require such advance payment or deposit as it may deem sufficient.
- B. Customers desiring temporary water and/or sewerage service shall make application at the office of the District on forms provided by the District. Temporary service is available to circuses, carnivals, fairs, shows, contractors, temporary construction and other temporary requirements, but shall not be interpreted to include mobile homes used exclusively for residential use.
- C. Property owners are permitted to establish a temporary service of up to two weeks, without a deposit, to clean up, work on or otherwise repair a property between tenants. They must still pay for usage and service charges. If the property owner has a permanent deposit on file with the District they may leave services connected longer than two weeks as long as no one is living in the property.

D. Persons requiring temporary service shall be required to pay, incidental to supplying service, the actual cost of the connection or the minimum charge, whichever is greater, depositing in advance, the cost as determined by the District. This may include, but is not limited to deposits, inspections, and any other reasonable cost associated with establishing temporary services.

#### Section 5

## **Customer Deposits**

## **5.01** Customer Deposits:

- A. Persons who request a temporary discontinue may do so and their deposit will be held until the time the account is requested to be activated. Persons who request a temporary discontinue who do not have a deposit on record will be subject to paying a deposit whenever the account is reactivated.
- B. When a customer transfers from one account to another and both accounts are active, a deposit will be required at the new location if the water is to be left on at both locations longer than two weeks (14) days. If left on less than 14 days, no new deposit will be required and the old deposit will be transferred when the old account is discontinued.
- C. In case of multiple accounts such as rental property, the owner may put up one "permanent deposit" equal to two times the standard deposit unless such meter(s) are commercial (larger than 3/4) meter(s). Deposit for commercial meters will be on a case-by-case basis.
- D. High risk deposits equal to double deposit amount is required if the credit check comes back as high risk or if the customer already has a delinquent account.
- E. An account that has been turned off for non-payment for two (2) or more times in a twelve (12) month period, a double deposit will be required in addition to other fees to re-establish service. If a double deposit is already in place, this does not apply.

## Billing and Payment of Water, Sewer and Fire Protection Bills

### 6.01 Billing and Payment of Water, Sewer and Fire Protection Bills:

- A. Water, Sewer and Fire Protection bills are rendered monthly. Failure to receive a bill will not release the consumer from his obligation to pay his bill when due. All bills due to the District are payable at the office of the District, by mail, bank draft, telephone, or on-line at www.eawsfd.com. Payments must be received by 5 p.m. Eastern Standard Time (EST) to get posted that day. Payments received after 5 p.m. EST on the due date will therefore be posted the next business day causing a late fee to be added to the account. If a payment is placed in the drop box after 5 p.m. Eastern Standard Time on the due date, the payment is late and a late fee will be charged.
- B. Bills are late after 5 p.m. Eastern Standard Time on the due date. Late fees in APPENDIX B will apply if the payment is received after 5 p.m. Eastern Standard Time of the due date, including payments made online or deposited in the drop box.
- C. One combined bill will be sent for all services/fees billed to the customer account (water, sewer, fire).
- D. The District reserves the right to discontinue all services including water and sewer service to an establishment of any person upon the failure of said person to pay the charges for services rendered.
- E. District bills are due on the due date shown on the bill and are considered delinquent if not paid by 5:00 p.m. E.S.T. twenty-five (25) days after the billing date. Due dates that fall on the weekends or a District declared holiday will be due on the next business day thereafter. If twenty-five (25) days after the billing date, the account balance exceeds \$10, a late fee in the amount specified in APPENDIX B will be added to the account which must be paid in addition to all other charges for service. The District will, notwithstanding any cash deposit or credit owed to such customer and without other or further notice to such customer, discontinue service on any account whose balance exceeds the monthly minimum bill for that existing service, after 5:00 p.m. E.S.T., twenty-five (25) days after the billing date. Service will be restored upon payment in full of all charges and applicable fees as determined by the District.
- F. Bank Draft Procedures: A customer may have their account set up to draft their monthly payment from their bank account by submitting a bank draft authorization form and a voided check. The payment is drafted on the 6<sup>th</sup> day of the month, or the next business day thereafter. Final bills are not bank drafted. A customer can remove their account from bank draft by submitting a bank draft discontinue form.

- G. Final Bills must be paid in the office or mailed in. These specific payments cannot be made online.
- H. The penalty (Late Fee) specified in APPENDIX B will be applicable whether the account balance consists of water charges, sewer charges, fire charges, penalties, late fees, miscellaneous charges or any combination thereof.
- I. The Code of Alabama 1975, Section 13A-8-23 (Title 13A, Chapter 8, Article 23) specifies that anyone who unlawfully uses water without proper authorization from the District is committing a Class C felony (if the theft amount exceeds \$500 in value) or a Class A misdemeanor (if the theft amount is less than or equal to \$500 in value). See Section 15, Illegal Connections/Illegal Usage/Theft of Services for more information. Additional District fees as noted in APPENDIX B will apply.
- J. In the event of such unauthorized turning on of water, the District may lock the curb stop and assess the customer a service charge as specified in APPENDIX B before removal of the lock, plus the amount of any other expenses incurred by the District in connection therewith. The lock will not be removed, nor service restored until all bills including the above fees and charges are paid or arrangements for payment made acceptable to the District. See Section 15, Illegal Connections/Illegal Usage/Theft of Services for more information. Additional District fees as noted in APPENDIX B will apply.
- K. In the event of continued unauthorized use, the District may remove the meter and assess the customer a service charge as specified in APPENDIX B before reinstallation plus the amount of any other expenses or costs incurred by the District in connection therewith. The meter will not be replaced nor service restored until all bills including the above fees and charges are paid or arrangements for payment made acceptable to the District. See Section 15, Illegal Connections/Illegal Usage/Theft of Services for more information. Additional District fees as noted in APPENDIX B will apply.
- L. Bills and notices of the District relative to its business will be mailed to the customer's last address as shown by the records of the District and as recorded on the application of the customer for water service. Failure to receive any bill or notice shall not relieve the customer of any responsibility under these rules and regulations and shall not act to extend the time of payment of any bill due. All applicable penalties will be charged.
- M. Whenever water service is furnished for any portion of a month exceeding seven (7) days, the bill issued will not be less than the current minimum bill. No bill will be prorated for a portion of the month. However, no bill will be issued for a customer if the water is on for a period of seven (7) days or less <u>and</u> the meter shows no usage. Any usage will result in a bill being issued.

- N. All bills issued must be paid in full unless prior arrangements have been made with the management. Said arrangements shall not cause any applicable penalties to be waived.
- O. In the event water is metered through a meter for which there is not an account maintained, or no current application for service has been filed, the meter will be locked immediately and payment of charges for the water so metered shall become the responsibility of the property owner on which the meter is located. The property owner will be billed for water so metered on the regular billing date.
- P. When a single account customer's service is discontinued or when a multiple account customer has one or more of his accounts discontinued either by customer request or non-payment, the balance from the discontinued account will be transferred to any new account established in that customer's name or for his benefit, or transferred to any active account in that customer's name. The balance shall be payable with the next regular billing subject to the same penalties for non-payment as are imposed for non-payment of regular monthly charges.
- Q. Payments received will be applied to the oldest balance first whether said balance is penalty or balance of the bill. The remainder of the payment will be applied to current charges after the past due balance is paid.
- R. In the event of a large water loss and a credit is requested, and approved by District Management, the credit amount will be based on the current Water Adjustment Policy as noted in APPENDIX E.
- S. In the event a customer has a break in his water service line and the water does not enter the sewer system, said customer may request a credit on the sewer charge for that portion of the water which did not go into the sewer system based on the current Sewer Adjustment Policy as noted in APPENDIX F.
- T. Customers that notify the District that they filled a swimming pool with water through their regular water meter may not be charged a sewage charge for the water used in the pool. Such credit shall be based on either the actual water used in the filling of the pool, or, the capacity of the pool based on the size of the pool. Such credit will not exceed the difference between the average billing for this residence and the pool fill. The customer is eligible for pool fill sewage discount on a one-time per year basis. However, in the event of a leak in the pool, credit may be considered one additional time during the year.
- U. New construction accounts, prior to occupancy, will be eligible for a sewer credit for watering grass and shrubs, but will still pay a minimum sewer bill.

## **Returned Checks/Payments**

## 7.01 Returned Checks/Payments:

- A. Returned Check/Payment Procedures: A check, bank draft or online payment returned for insufficient funds will be charged back to the customer along with a non-sufficient funds (NSF) fee as listed in APPENDIX B. The returned item and fee must be paid in cash or money order, within five days of the date of the notification letter that is mailed to them, to avoid having the service disconnected.
- B. An online payment that is returned because the bank was unable to locate the account will be charged back to the customer. There is no NSF fee charged in this case if it is the first occurrence. The returned item must be paid within five days of the date of the notification letter that is mailed to them to avoid having the service disconnected. The account will also be blocked from online payments until this item has been resolved.
- C. After a customer has two returned online items, the account will be blocked from online payments.
- D. After a customer has two returned checks, the customer will be blocked from paying by check.

#### **Section 8**

#### Delinquency

## 8.01 Delinquency:

A. Should service from any or all of the District's systems and facilities be discontinued at any premises by reason of delinquency in the payment of charges for service from any system or facility of the District, whether payment of such charges be the responsibility of the owner, tenant or occupant of the premises, there shall be no reconnection to the District's system or use of the District's facilities at such premises until all delinquent charges shall have been paid in full, together with any connection, disconnection, or reconnection fee imposed elsewhere herein.

Provided, however, this regulation shall not be applicable to bona fide purchaser(s) of the entire interest in and to the premises from the owner(s) of such premises at time of discontinuance of service to such premises, and purchase occurring after such discontinuance.

#### Rates and Fees

#### 9.01 Rates and Fees:

- A. Current rates are listed in APPENDIX B.
- B. Current Application for Service Fee is listed in APPENDIX B.
- C. Current Service Charge Fee is listed in APPENDIX B.
- D. Current Insufficient Funds/Returned Check Fee is listed in APPENDIX B: When a check or ACH draft is returned to the District by the bank for insufficient funds, the District will immediately apply it back to the account with a penalty at which time the District will send a letter to notify the customer. After 5 days of the date of the letter, the service is subject to be disconnected for non-payment with an additional fee for disconnect charge.

When a check is returned to the District marked "Account Closed" the service to that account will be immediately disconnected with all applicable charges including the current return check fee, and current disconnect fee.

When two (2) payments have been returned to the District by the bank for insufficient funds on a customer's account, the District will no longer accept a check/debit/ACH from that customer. The account may then only be paid in cash, money order or cashier's check.

E. Current Late Fee is listed in APPENDIX B: District bills are due on the billing date shown on the bill and are considered delinquent if not paid by 5:00 p.m. E.S.T. twenty-five (25) days after the billing date. If twenty-five (25) days after the billing date, an account balance up to \$100, a late fee as listed in APPENDIX B will be added to the account. Balances over \$100 will get a late fee as listed in APPENDIX B. This must be paid in addition to all other charges for service. The District will, not withstanding any cash deposit or credit owed to such customer and without other or further notice to such customer, discontinue service on any account whose balance exceeds the monthly minimum bill for that existing service, after 5:00 p.m. E.S.T. twenty-five (25) days after the billing date. Service will be restored upon payment in full of all charges and applicable fees as determined by the District. At the customer's request, the District may waive the late fee if the customer has not been late in the prior 12 months.

The penalty listed in APPENDIX B will be applicable whether the account balance consists of water charges, sewer charges, fire charges, penalties, late fees, miscellaneous charges or any combination thereof.

In the event of an unusually high water bill and the customer makes arrangements to pay the bill over a period of no more than three months, the

penalty fee listed in APPENDIX B will be waived as long as payments are made as agreed to. Failure to make said payments will result in the penalty being charged, water service discontinued and the bill will be due in full. This waiver of penalty will only be considered in cases of high water bills caused by unusual water use/loss.

- F. Current Disconnect/Cut-Off Fee is listed in APPENDIX B. The cut-off fee is added to the customer's account once they are added to Cut-Off list.
- G. Current After-Hours Service Fee is listed in APPENDIX B. This fee is applicable when turning water on or off outside of regular working hours. There is a **8 PM** cutoff time for service calls to turn water on. \*Revised/Board Adopted 6-16-22
- H. Current meter set fees are listed in APPENDIX B.
- I. Current meter re-read fee is listed in APPENDIX B.
- J. Current tap fees are listed in APPENDIX B.
- K. Current Fire Connection Fee is listed in APPENDIX B.
- L. Current Reinstall Meter fee is listed in APPENDIX B: This fee is applied after removal of the meter due to non-authorized turning on of water/theft of services. See Section 15, Illegal Connections/Illegal Usage/Theft of Services for more information.
- M. Current Remove Lock fee is listed in APPENDIX B: This fee is applied after locking curb stop due to non-authorized turning on of water. See Section 15, Illegal Connections/Illegal Usage/Theft of Services for more information.
- N. Current Illegal Connection fee is listed in APPENDIX B: when padlocked, an Illegal Connection fee as listed in APPENDIX B will be charged. See Section 15, Illegal Connections/Illegal Usage/Theft of Services for more information.
- O. Current Move Meter Fee: Charge to move a meter is listed in APPENDIX B.
- P. Current Hydrant Meter charges are listed in APPENDIX B.
- Q. Current Deposits are listed in APPENDIX B.
- R. Minimum deposit for restaurants, car washes, auto detail, laundries, service stations, hotels, apartment complexes, trailer parks & similar businesses are listed in APPENDIX B.

## **Pressure and Continuity of Water Supply**

## 10.01 Pressure and continuity of supply:

A. The District shall at all times use reasonable diligence to provide continuous service but shall not be liable to the customer for any damages or loss caused by failure or interruption of service. Should the District's ability to convey water be prevented, impaired, curtailed, or delayed by reason of fire, flood, windstorm, strike, riot, civil commotion, act of God, break in lines of the water systems or any other similar cause or reason, it is understood that the District shall not be liable to any customer for any damages, including but not limited to, direct, incidental or consequential damages.

#### Section 11

#### **Water Meters**

#### 11.01 Water Meters:

- A. The District will evaluate the type and size of any and all meters to be installed.
- B. All meters up to 1 inch shall be furnished and installed by the District. This excludes meters or detector devices installed on private service lines by the customer and at the expense of the customers. All meters removed by the District shall remain its property.
- C. Meters over 1 inch in size are the responsibility of the developer to furnish and install.
- D. The District will own the water meters and the customer will be required to pay all material and labor cost involved in the tapping of mains and installation of the meter and appurtenances installed to serve the customer. This tapping fee will be determined by the District and will be included in its rate schedule.
- E. All meters will be maintained by the District at its expense in so far as ordinary wear is concerned, but damage due to hot water or other external causes arising out of or caused by the negligence, carelessness or willful misconduct of the customer shall be paid for by the customer.
- F. Meters shall not be repaired, tampered with or removed except by the District.
- G. The customer shall promptly notify the District of any defect in or damage to the meter or it's connection or appurtenances.
- H. Where water is furnished through a meter, the quantity recorded by it shall be taken to be the amount passing through the meter, except where the meter has been found to be registering inaccurately or has ceased to register. In such cases, where estimated billing or adjustments are necessary, the quantity may be determined by the average registration of the meter for the prior 12 months.

- I. Each premises shall have a separate meter with the exception that, due to the arrangement of piping, duplex houses, apartment houses, office buildings, or business blocks may be served through a single meter, in which case, the owner must assume responsibility for the payment of the bills for water service for all premises so supplied. (See Section 14, "Multi Occupancy Conditions")
- J. Meters shall not be located in driveways or parking areas, and, when driveways or parking areas shall be established in the area where a meter or group of meters are located. Such meter or meters shall be moved from the driveway or parking area at the expense of the property owner. Meters shall only be placed in grassed or landscaped areas. The District may refuse to render service through said meter or meters after written notice until this rule has been complied with.
- K. The area around the meter should be kept free and uncluttered so the meter will be accessible to the meter reader or other service personnel at all times. Failure to do so will be considered ample cause of disconnection of service and authorizes the District to discontinue said service. Any obstruction or debris preventing accessibility to the meter by District personnel shall be removed promptly upon notice by the District. Upon failure to remove same, the District shall be authorized to remove same and any expense incurred for such removal shall be charged to and become an obligation of the customer and payable with the next regular billing thereafter, subject to the same penalties for non-payment as are imposed for non-payment of regular charges.

#### **Service Lines and Fixtures**

#### 12.01 Service Lines and Fixtures:

- A. Service lines will be owned by the customer and will be installed, by and at the expense of the customer, from the meter to the point of use on the premises.
- B. Water will not be supplied through any service line, fixture or appurtenances which the District may consider detrimental to its' interest or which might unnecessarily waste water.
- C. No person except an employee of the District or a person specifically authorized by the District is permitted to turn the water on or off at the meter.
- D. The District shall not be liable for any damages to the customer's line, plumbing, fixtures, or property caused or alleged to be caused by high pressure, low pressure, or by fluctuation of pressure. It is the responsibility of the customer to pay for any regulation devices or appurtenances required to adjust the pressure carried in the main serving his premises to a pressure suitable to the customer's requirements.

- E. The District shall have the right, but shall not be so obligated, to inspect any service line installation or plumbing system before water service is furnished or at any time thereafter. The District reserves the right to refuse to commence or to continue service to any service line, plumbing, or other installation not in accordance with these Policies, Regulations and Procedures or other requirements of the District.
- F. Any failure to inspect, accept, or reject a customer's service line installation or plumbing system shall not render the District liable or responsible for any loss or damage which could have been avoided or might have been avoided had such inspection, acceptance or rejection been made.
- G. Each service connection for new taps will consist of the following: meter, customer cut off valve and a backflow preventor. Such cut off valve will be for the customer to use in turning water off or on in case of breakage in the service line of fixtures or making repairs. District will install said customer cut off initially and repair/replacement of same will be the responsibility of the customer.
- H. A backflow preventor shall be installed at each service, after review and approval of the District. For more information, see Section 16 Cross Connection/Backflow Prevention.

#### **Private Fire Service Connections**

#### **13.01** Private Fire Service Connections:

- A. Service connections for water to be taken exclusively for the extinguishment of fire shall be made only after approval of the District.
- B. No water may be taken through such private fire service connections except for the extinguishment of fire or for testing purposes. In case of testing, the customer will notify the District in advance of the date, time, and anticipated duration of such tests.
- C. The District reserves the right to require the customer to install on private fire services, at the customer's sole expense, a detector device or devices approved by the District to monitor the unauthorized use of water through private fire service connections and to charge for such water taken at regular rates and to require that use of water through said private fire connection, except as provided in Paragraph "B" of this Rule, be discontinued.
- D. Not more than one (1) private fire service connection shall be made to a single premise(s) unless specifically authorized by the District. If more than one private fire service connection should be so authorized, the District reserves the right to specify the design of connections and protective devices to be installed at the customer's expense.

## **Multi-Occupancy Conditions**

### 14.01 Multi-Occupancy Conditions:

- A. Each customer will be serviced through a meter placed at his property line which abuts the street or road in which right-of-way is located the main that supplies that area and customer.
- B. Each dwelling unit and each business will be required to pay a separate tapping fee and will be metered individually with the following exception. "Should more than one dwelling or business be located on a single parcel of land owned by one owner, the owner may be allowed to serve all of said businesses or dwellings from a single meter connection, provided the property owner shall be responsible for payment for all water used through the single connection." In cases such as this, the owner will shall inform the District of the number of dwellings on the property, and pay a separate fire protection fee for each dwelling.
- C. Under no condition is the above rule (Rule 14B) to be construed to allow or as allowing a customer to extend his service line across his property line. If a customer sells a dwelling or business unit, or the property on which it is located to another party, and the dwelling unit is supplied from the first party's meter, then the second party will be required to pay a tapping fee and be served on a separate meter from the first party. Failure of the first party to disconnect such connection will be sufficient reason to discontinue his service and authorize the District to discontinue said service.
- D. As a general rule, water mains will be installed in the rights of way of public roads and streets and not across private property. In the event that in the opinion of the District, it is necessary to cross private property, an easement will be obtained by the District.

## Illegal Connections/Illegal Usage/Theft of Services

## 15.01 Illegal Connections/Illegal Usage/Theft of Services:

- A. Section 13A-8-23, <u>Code of Alabama, 1975</u> provides that the unlawful and unauthorized use of utility services constitutes a crime. In the event any person or entity should violate the provision of this Code Section, then the District will initiate prosecution.
- B. Any person or entity who diverts or causes a diversion of water or service from any water main service connection, fire hydrant, appurtenance, or any other District owned potable water source, by connecting any instrument, device, or piping, or who obstructs or prevents the action/recording of any water meter, without the permission of the District, will be held accountable for same, have their service disconnected, and assessed a reconnect fee as provided for in APPENDIX B, ITEM I hereto.
- C. Upon discovery of such connection, the owner/customer/person/entity, shall have his service disconnected and shall pay a reconnection fee as listed in APPENDIX B, ITEM I hereof, plus pay all costs of any damage to District property. All fees, plus any additional required deposits or service charges, shall be paid in full before any service is re-established.
- D. If a District lock is removed or damaged, then service shall be disconnected and a reconnection fee as stated in APPENDIX B, ITEM I, shall be charged, plus cost of any damages to District property, shall be assessed. All fees, plus any usage charges, deposits, or service charges, shall be paid in full before any service is re-established.

## Section 16

## **Cross Connection/Backflow Prevention**

# 16.01 Cross Connection/Backflow Prevention

- A. The Cross Connection and Backflow Prevention Policy as adopted/approved by the District, as a purveyor of potable water in the State of Alabama, is consistent with and meets the requirements of the following:
  - a. The Federal Safe Drinking Water Act of 1974 (and amendments) Public Law 93-523.
  - b. The United States Environmental Protection Agency (EPA) Cross Connection Control Manual, 2003.
  - c. The Alabama Department of Environmental Management (ADEM), Division
     7, Water Supply program, Code R. 335-7-9 Cross Connection Control
     Requirements, Effective May 2009.
  - d. Statutory Authority: Code of Alabama 1975, Section 22-23-33, 22-23-49, 22-22A-5, and 22-22A-6.

- e. The Policies, Rules and Procedures of the District, Appendix G.
- B. It shall be unlawful for any customer, person, firm, company, business, or corporation to cause, or have connection to be made, or allow such a connection to exist, for any purpose whatsoever between the District's water mains, lines, appurtenances, or any other source of supply, or to cause a connection to be made, or allow such a connection to exist.
- C. The installation of a backflow prevention device approved by the District to prevent siphoning or entry of possible contaminated water to the District's supply mains or lines is required for every service/connection.
- D. Any customer, person, firm, company, business, or corporation having cross-connection in violation of the provisions of the Policies, Regulations and Procedures, shall promptly correct the situation to comply with these policies. When the District becomes aware of a cross-connection, water service may be interrupted immediately, and will not be restored until the cross-connection has been corrected or eliminated, as verified and approved, by District personnel.

## **Fire Department**

#### **17.02** Fire Department:

- A. Fire Protection fees and charges are listed in APPENDIX C.
- B. No matter the type of property (Residential, Commercial or Industrial), when a water/sewer account is closed, any and all responsibility for fire protection fees shall be the responsibility of the property owner. No service shall be granted until all balances and fees are paid.
- C. The boundaries for fire service are generally the Northbound lanes of Interstate 85 from the Lee County Line to the Georgia State line as the Western boundary, the Chattahoochee River as the Eastern boundary, and the Lee County Line as the Southern boundary.
- D. Residential Unit: A residential unit is a house, dwelling or mobile home designed for habitation by one family and receiving unit fire charges as detailed in this policy.
- E. Commercial Unit: A commercial unit is a building(s) or structure(s) not designed for habitation and containing or designed to contain a business and receiving unit fire charges as detailed in this policy.
- F. Residential:
  - a. The property (land) owner shall have the responsibility for the payment of all fees and charges applicable to any unit located on the property (land) or attachments thereto.

- b. Residential unit fire charges are not contingent on either having or using water services of the District and are applicable to all units located within the fire department service area.
- c. There will be no residential unit fire charges for separate structures on the same lot as the residential unit except when said separate structure is a commercial unit or represents another residential unit.
  - i. In the case of multiple residential units on one piece of property, the unit fire charge will be applicable to each residential unit.
  - ii. In the case of a commercial unit on a lot also containing a residential unit, or units, the unit fire charges will be applicable to each residential unit and each commercial unit.
  - iii. In the case of multiple residential units under one roof, the fire charges will be applicable to each residential unit.
- d. The property (land) owner is responsible for notifying the District in writing of any changes in the status relating to his property; this includes, but is not limited to:
  - i. A change in the function of a structure.
  - ii. The addition or deletion of a business-related structure or addition or deletion of a residential unit from the property. The property (land) owner will be responsible for payment of any applicable fire protection charges until the District is notified in writing of any changes which decreases the previously reported number of units located on his property (land), or a change in function.

#### G. Commercial/Industrial:

- a. The property (land) owner shall have the responsibility for the payment of all fees and charges applicable to any unit located on the property (land) or attachments thereto.
  - i. Responsibility for payment of fire protection charges on vacant buildings belongs to the property (land) owner.
  - ii. If a tenant refuses, declines or does not pay applicable fire protection charges, the property (land) owner will be responsible for all unpaid fire protection charges.
  - iii. In the case of mobile home parks or any location where water service to the mobile home is not individually metered and billed by the District, the property (land) owner is responsible for payment of the fire protection charges.
- b. Commercial unit fire charges are not contingent on either having or using water services of the District and are applicable to all units located within the fire department service area.

- c. In the case of multiple businesses under one roof or multiple structures pertaining to one business, the unit fire charges will be applicable to each business or structure, including mobile homes.
- d. The property (land) owner is responsible for notifying the District in writing of any changes in the status relating to his property; this includes, but is not limited to:
  - i. A change in the function of a structure.
  - ii. Increases or decreases in the number of mobile home homes in a mobile home park or addition or deletion of a business-related structure. The property (land) owner will be responsible for applicable fire protection charges until the District is notified in writing of any changes which decrease the previously reported number of units, structures, or mobile homes, or a change in function.

#### **Ambulance Service**

#### 18.01 Ambulance Service:

- A. Ambulance Service Billing Fees are listed in APPENDIX C.
- B. The boundaries for ambulance service are generally the Northbound lanes of Interstate 85 from the Lee County Line to the Georgia State line, the Chattahoochee River to the East, and the Lee County Line to the South.
- C. Ambulance Billing Services are contracted through Emergency Medical Billing in Lafayette, Alabama. To request an ambulance report or to ask a question about your bill please contact them at 1-888-508-7968.
- D. Ambulance services are operated in accordance with Alabama Department of Public Health Office of EMS rules, Provider License #1135.

#### APPENDIX A

## **System Development Fees**

The East Alabama Water & Sewer District Board, at its discretion, will install and pay for water and sewer improvements necessary to provide an adequate supply of water, and wastewater collection and treatment to its customers. To help finance the costs of upgrading and expanding the water and sewer systems, and to assist in financing capital expenses for the Fire Department, the Board will assess a System Development Fee (SDF) on all new residential, commercial, and industrial lots/developments, and or services. Money collected from this fee will be accounted for separately and will be spent for capital improvements, extensions, replacement in the water distribution system and the wastewater collection system and treatment plant, capital equipment for the Fire Department or at the discretion of the Board. The System Development fee structure is based as follows:

Meter Size	Water	Sewer	Water and Sewer
3/4"	\$500	\$750	\$1 <u>,250</u>
<u>1"</u>	\$750	\$1,250	\$2,00 <u>0</u>
1 ½"	\$3,000	\$4,000	\$7,00 <u>0</u>
2"	\$4,500	\$5,000	\$ <u>9,500</u>
<u>3"</u>	\$9,000	\$13,500	\$22,50 <u>0</u>
<u>4"</u>	\$18,000	\$27,550	\$45,55 <u>0</u>
6"	\$30,000	\$46,000	<u>\$76,000</u>
<u>8"</u>	\$60,000	\$92,000	\$152,000
10"	\$75,000	\$115,000	\$190,000

The fees listed above are in addition to any tapping fee or other charges for service. System development fees are refundable only if the project for which it was paid is canceled. The fees will be upfront charges, and are to be paid before connection to the water/wastewater system.

In redeveloping a site that has an existing account/service, the property owner will pay the difference between the fee that would have been charged for the existing development and the fee for the proposed development/and or service if applicable.

East Alabama Water, Sewer and Fire Protection District Policy, Regulations and Procedures

# **System Development Fees (SDF) for Unmetered Fire Lines:**

2" Fire Line SDF:	\$ 4,000
4" Fire Line SDF:	\$ 8,000
<u>6" Fire Line SDF:</u>	\$ 12,000
8" Fire Line SDF:	\$ 16,000
10" Fire Line SDF:	\$ 20,000
12" Fire Line SDF:	\$ 24,000

## **APPENDIX B**

## Water Rates, Fees and Deposits

(Board approved rates – October 1, 2021)

## **WATER RATES**

**Residential Water Rates:** 

FIRST 3,000 GALS. \$26.00 MINIMUM ALL OVER 3,000 GALS. \$6.25/1000 GALLONS

Residential Water Rates for Book 1:

FIRST 3,000 GALS. \$30.00 MINIMUM ALL OVER 3,000 GALS. \$6.25/1000 GALLONS

## **NON-RESIDENTIAL WATER**

1" METER	First 3,000 Gallons	\$ 45.00 minimum <b>(W1)</b>
	All Over 3,000 Gallons	\$ 6.25/1000
1½" METER	First 3,000 Gallons	\$83.00 minimum <b>(W2)</b>
	All Over 3,000 Gallons	\$ 6.25/1000
2" METER	First 3,000 Gallons	\$138.00 minimum <b>(W3)</b>
	All Over 3,000 Gallons	\$ 6.25/1000
3" METER	First 3,000 Gallons	\$198.00 minimum <b>(W4)</b>
	All Over 3,000 Gallons	\$ 6.25/1000
4" METER	First 3,000 Gallons	\$313.00 minimum <b>(W5)</b>
	All Over 3,000 Gallons	\$ 6.25/1000
6" METER	First 3,000 Gallons	\$541.00 minimum <b>(W6)</b>
	All Over 3,000 Gallons	\$ 6.25/1000
8" METER	First 3,000 Gallons	\$937.00 minimum <b>(W6)</b>
	All Over 3,000 Gallons	\$ 6.25/1000
10" METER	First 3,000 Gallons	\$1,503.00 minimum <b>(W6)</b>
	All Over 3,000 Gallons	\$ 6.25/1000

\$ 45.00 minimum

## **INDUSTRIAL WATER**

1" METER

	All Over 3,000 Gallons	\$ 5.25/1000
1½" METER	First 3,000 Gallons	\$83.00 minimum
	All Over 3,000 Gallons	\$ 5.25/1000
2" METER	First 3,000 Gallons	\$138.00 minimum

First 3,000 Gallons

All Over 3,000 Gallons \$ 5.25/1000

**3" METER** First 3,000 Gallons \$198.00 minimum

All Over 3,000 Gallons \$ 5.25/1000

**4" METER** First 3,000 Gallons \$313.00 minimum

All Over 3,000 Gallons \$ 5.25/1000

**6" METER** First 3,000 Gallons \$541.00 minimum

All Over 3,000 Gallons \$ 5.25/1000

**8" METER** First 3,000 Gallons \$937.00 minimum

All Over 3,000 Gallons \$ 5.25/1000

**10" METER** First 3,000 Gallons \$1,503.00 minimum

All Over 3,000 Gallons \$ 5.25/1000

## **UNMETERED MONTHLY FIRE LINE FEES:**

2" Fire Line: \$ 15.00 month

4" Fire Line: \$ 20.00 month

6" Fire Line: \$ 25.00 month

8" Fire Line: \$ 45.00 month

10" Fire Line: \$ 75.00 month

12" Fire Line: \$ 100.00 month

### WATER FEES AND DEPOSITS

A. Service Charge Fee: \$30

B. NSF/Insufficient Funds/Return Check Fee: \$30

C. Late Fee:

- a. Account balance up to \$100, a late fee in the amount of \$10 will be added to the account.
- b. Balances over \$100 will get a late fee of 10% of total bill added to the account.
- D. Meter Re-Read Fee: One courtesy re-read every 3 months, \$10 each thereafter.

E. Disconnect/Cut-Off Fee: \$50F. After Hours Service Fee: \$75

G. Meter Set Fee

a. ¾ inch meter: \$425b. 1 inch meter: \$625

H. Water Tap Fees:

¾" Meter Tap Fee:	\$850
1" Meter Tap Fee:	\$9 <u>50</u>
1 ½" Meter Tap Fee:	\$1,250
2" Meter Tap Fee:	\$1,500

Any Tap Over 1" Must be Approved by the District, and is the responsibility of the contractor or owner to furnish and install.

- I. Illegal Connection/Reconnection Fee: \$500, plus cost of any damaged District Property.
- J. Lock Removed or Damaged by Customer Fee: \$150, plus cost of any damaged District Property.
- K. Reinstall Meter Fee: \$30.00 plus the amount of any other expense or cost incurred by the District in connection herewith.
- L. Move a Meter Fee: Actual cost when done at customer request.
- M. Hydrant Meter: \$500 Deposit and \$30 Service Charge. Monthly fee is \$50, plus usage.
- N. Deposits Required:

<u>¾" Meter:</u>	\$100
1" Meter:	\$175
1 ½" Meter:	\$285
2" Meter:	\$450
3" Meter:	\$800
4" Meter:	\$1,000
6" Meter:	\$2,000
8" Meter:	\$3,500
10" Meter:	\$5,000

HIGH RISK DEPOSITS = DOUBLE DEPOSIT (Based on credit check or delinquent accounts)

O. Regardless of meter size, the minimum deposit for restaurants, car washes, auto detail, laundries, service stations, hotels, apartment complexes, trailer parks & similar businesses will be:

Water only \$250 (minimum)\*

Water & Sewer \$500

\*Or deposit above – whichever is greater

### **APPENDIX C**

## **Sewer Rates and Fees**

(Board approved rates – October 1,2021)

## **SEWER RATES:**

Residential Sewer Rates:

FIRST 3,000 GALS. \$28.00 Minimum \$,000-12,000 GALS. \$6.49/1000 Gallons

Sewer cap at 12,000 Gallons for single family residence/unit

## **NON-RESIDENTIAL SEWER**

1" METER	First 3,000 Gallons	\$ 98.00 minimum <b>(S1)</b>
	All Over 3,000 Gallons	\$ 6.49/1000
1½" METER	First 3,000 Gallons	\$154.00 minimum <b>(S2)</b>
	All Over 3,000 Gallons	\$ 6.49/1000
2" METER	First 3,000 Gallons	\$217.00 minimum <b>(S3)</b>
	All Over 3,000 Gallons	\$ 6.49/1000
3" METER	First 3,000 Gallons	\$344.00 minimum <b>(\$4)</b>
	All Over 3,000 Gallons	\$ 6.49/1000
4" METER	First 3,000 Gallons	\$471.00 minimum <b>(S5)</b>
	All Over 3,000 Gallons	\$ 6.49/1000
6" METER	First 3,000 Gallons	\$725.00 minimum <b>(S6)</b>
	All Over 3,000 Gallons	\$ 6.49/1000
8" METER	First 3,000 Gallons	\$1,117.00 minimum <b>(S6)</b>
	All Over 3,000 Gallons	\$ 6.49/1000
10" METER	First 3,000 Gallons	\$1,723.00 minimum <b>(W6)</b>
	All Over 3,000 Gallons	\$ 6.49/1000

## **INDUSTRIAL SEWER**

1" METER	First 3,000 Gallons	\$ 98.00 minimum
	All Over 3,000 Gallons	\$ 6.04/1000
1½" METER	First 3,000 Gallons	\$ 154.00 minimum
	All Over 3,000 Gallons	\$ 6.04/1000
2" METER	First 3,000 Gallons	\$217.00 minimum
	All Over 3,000 Gallons	\$ 6.04/1000
3" METER	First 3,000 Gallons	\$344.00 minimum
	All Over 3,000 Gallons	\$ 6.04/1000
4" METER	First 3,000 Gallons	\$471.00 minimum
	All Over 3,000 Gallons	\$ 6.04/1000
6" METER	First 3,000 Gallons	\$725.00 minimum
	All Over 3,000 Gallons	\$ 6.04/1000
8" METER	First 3,000 Gallons	\$1,117.00 minimum
	All Over 3,000 Gallons	\$ 6.04/1000
10" METER	First 3,000 Gallons	\$1,723.00 minimum
	All Over 3,000 Gallons	\$ 6.04/1000

## **DUMPING RATES FOR SEPTIC HAULERS:** \$50.00 per 1,000 Gallons

## **OTHER FEES:**

A. Service Charge Fee: \$30

B. Insufficient Funds/Return Check Fee: \$30

C. Late Fee:

a. Account balance up to \$100, a late fee in the amount of \$10 will be added to the account.

b. Balances over \$100 will get a late fee of 10% of total bill added to the account.

D. Sewer Tap/Connection Fee:

a. Dirt: \$1,150 + SDFb. Pavement: \$2,250 + SDF

- c. Rehobeth Area Sewers: Rehobeth Sewer Project was done by a governmental grant. There is no tap fee required for structures where tap was made by the contractor during construction, but the current System Development Fee is applicable. Any tap(s) made by District personnel will be charged the current sewer tap fee, as well as current System Development Fees.
- d. Early Hills and Windwood Subdivisions: Where the sewer tap is already existing, and was made during the initial installation, no tap fee will be required, but the current System Development Fee is applicable. If no tap exists, standard fees currently in force for water and sewer taps shall apply to both water and sewer connections, as well as current System Development Fees.

## **APPENDIX D**

## **Fire Department and Ambulance Service Fees**

# Rates effective October 1, 2021

A. Fire Protection, Residential and Commercial:

**Residential Fire Protection:** \$17.60 per dwelling unit

# **Non-Residential Fire Protection:**

	Regular Non- Residential Customers	Non-Profit Organizations
Square footage	C-1	C-2
0 to 3,000 (minimum)	\$21.25	\$21.25
3,001 to 10,000	0.117	0.088
10,001 to 50,000	0.093	0.069
50,001 to 100,000	0.082	0.062
100,001 to 250,000	0.058	0.044
250,001 to 500,000	0.046	0.035
500,001 and up	0.024	0.018

B. Fuel Nozzles: \$6.50 per nozzle per month

## **INDUSTRIAL FIRE PROTECTION:**

Industrial Fire rates		
Square footage	I-1	
		Yearly
0 to 35,000	4,920.00	Minimum
35,001 to 100,000	0.14	
100,001 to 200,000	0.093	
200,001 to 400,000	0.069	
400,001 to 600,000	0.058	
600,001 and up	0.034	

To combine facilities the customer must sign a contract for fire protection services

- C. Fire Alarm Charges: Charges for Unintentional False Alarms in excess of three (3) false alarms per month. These fees are added to the customer's monthly billing statement. This is a per incident/call charge, not a per day charge:
  - a. Fire Alarm Response numbers one (1), two (2) and three (3): \$0
  - b. Fire Alarm Response number four (4): \$100
  - c. Fire Alarm Response number five (5): \$200
  - d. Fire Alarms Response number six (6) and up: \$400
    - Leeway may be granted by the Fire Chief for malicious false alarms beyond the control of the property owner. For example, if someone initiates an intentional false alarm via a pull station this is of no fault of the owner.
- D. Non customer Technical Rescue and Extrication charges: Non customer charges for technical rescue services are a \$500 minimum. These incidents include, but are not limited to, water rescue, vehicle extrication, confined space rescue, machinery rescue, and any other technical/specialized rescue services. More extensive operations will be calculated on a cost plus 10%. Charges for apparatus/vehicles and other firefighting or rescue equipment will be calculated using the current published FEMA rate schedule.
- E. Non customer firefighting charges: Non customer charges for structural firefighting are a minimum of \$1,000. More extensive operations will be calculated on a cost plus 10%.

Charges for apparatus/vehicles and other firefighting or rescue equipment will be calculated using the current published FEMA rate schedule.

# F. Ambulance Service Charges:

a.	Advanced Life Support (ALS) 1:	\$650
b.	ALS 2:	\$1,200
c.	ALS 1 Non-Emergency Transport (NET):	\$600
d.	Basic Life Support Non-Emergency:	\$550
e.	BLS NET:	\$400
f.	Specialty Care Transport:	\$1,500
g.	Mileage:	\$14 per mile
h.	Treat No Transport (TNT)-BLS Non-Customer:	\$25
i.	TNT-BLS Customer:	\$0
j.	TNT-ALS:	\$100

#### **APPENDIX E**

### **Water Adjustment Policy**

The East Alabama Water, Sewer and Fire Protection District (EAWSFD) is responsible for providing water to its customers at each meter location, and customers are responsible for properly maintaining their plumbing system connected on the customers side of the meter.

The customer (account holder) is responsible for any and all water lost due to leaks and/or breakage of their lines. The EAWSFD may grant leak adjustments/credit at its sole discretion, subject to the following qualifications:

- Customer must make a written request for an adjustment/credit by fully completing the "Leak Adjustment Request Form," located online at www.eawsfd.com under Forms and Reports. The form may also be picked up in person from any of the Customer Service Representatives in the main lobby.
- 2. The adjustment/credit request must be submitted within 60 days of the customer notification of the leak.
- 3. An adjustment can only be made on one billing period. In the event the leak extends into a second billing period, the highest of the two can be adjusted.
- 4. The minimum adjustment amount is fifty dollars (\$50.00).
- 5. One adjustment/credit per running twelve (12) months.
- 6. Adjustment/credit will be a percent of the difference over the last twelve (12) months prior to the adjustment request based upon the cost of water for the area in question. If twelve (12) months of billing information is not available, the average of the available water usage will be utilized.
- 7. Customer must be paid in full with no outstanding balance on any/all current and past accounts.
- 8. Customer must provide proof that a leak has been repaired by providing a receipt for supplies purchased (if repaired by the customer) or copy of a repair bill from the customers plumber. If neither are available a photo of repair will be required as proof.
- 9. No adjustment or credit will be issued without the submission of all appropriate documentation.
- 10. For a new account with no usage history, the credit adjustment must wait until the customer has three months of usage without a leak to determine the average to be used in figuring the credit adjustment.
- 11. Water adjustments WILL NOT be made on the following:
  - a. Accounts left abandoned/vacated.
  - b. Irrigation system, watering of lawns, gardens, pasture animals, etc.
  - c. Home/business under construction or major renovations.

d. Filling of swimming pools.

#### **APPENDIX F**

### **Sewer Adjustment Policy**

The East Alabama Water, Sewer and Fire Protection District (EAWSFD) is responsible for sewer that is available to its customers at various locations, and customers are responsible for properly maintaining their plumbing system beginning at the Right-Of-Way (ROW) or EAWSFD easement.

In the event the customer (account holder) has a break in their water system (service lines) and the water does not enter the sewer system, said customer (account holder) can request a sewer adjustment for that portion of water which did not enter the sewer system, subject to the following qualifications:

- 1. An adjustment can only be made on one billing period. In the event the leak extends into a second billing period, the highest of the two can be adjusted.
- 2. One adjustment/credit per customer account per running twelve (12) months.
- 3. Customer must be current and paid in full with no outstanding balance on any/all current and past accounts.
- 4. Customer must provide proof that a leak has been repaired by providing a receipt for supplies purchased (if repaired by the customer) or copy of a repair bill from the customers plumber. If neither are available a photo of repair will be required as proof.
- 5. No adjustment or credit will be issued without the submission of all appropriate documentation.
- 6. For a new account with no usage history, the credit adjustment must wait until the customer has three months of usage without a leak to determine the average to be used in figuring the credit adjustment.
- 7. Sewer adjustments/credits WILL NOT be considered for the following:
  - a. Faulty inside plumbing (faucets, toilets, water softeners, etc.) where the water enters the wastewater system.

East Alabama Water, Sewer and Fire Protection District Policy, Regulations and Procedures