



SERVICE RULES & REGULATIONS

PREPARED FOR THE
CUSTOMERS
SECTION A
OF THE
CENTRAL ELMORE WATER & SEWER AUTHORITY
BY THE
BOARD OF DIRECTORS AND MANAGEMENT

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is located at

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SECTION A: SERVICE RULES & REGULATIONS

TABLE OF CONTENTS

1.0 TYPES OF SERVICE

1.1 Residential Service Definition

1.2 Commercial Service Definition

1.3 Temporary Service Definition

2.0 SERVICE TYPE RATE SCHEDULES

2.1 Residential Rates

2.2 Commercial Rates

2.3 Minimum Charge

2.4 Unauthorized Connections/Free Service/Master Meters

3.0 SERVICE APPLICATION REQUIREMENTS

3.1 Application Processes

3.1.1 New Service

3.1.2 Existing Service

3.1.3 Temporary Service

3.2 Service Security Deposits

3.3 Non-Refundable Fees

3.3.1 Impact Fees

3.3.2 Tap Fees

3.3.3 Additional Non-Refundable Fees

3.4 Existing Service Fees

4.0 THE AUTHORITY'S RESPONSIBILITY AND LIABILITY

4.1 Service Line & Meter/Meter Box Installation

4.2 Distribution Main Extension

4.3 Right of Refusal of Service

4.4 Notification of Service Interruption

4.5 Fire Protection Policy

SECTION A: SERVICE RULES & REGULATIONS

5.0 CUSTOMER RESPONSIBILITIES AND LIABILITIES

- 5.1 Customer's Point of Service, Meter/Meter Box Location & The Authority's Access**
- 5.2 Customer Installed Service Piping/Cut-Off Valve**
- 5.3 Customer Side – Service Leak & Service Leak Payment Option**
- 5.4 Customer Requested Service Extension**
- 5.5 The Customer's Use of Service**
- 5.6 Double and/or Cross-Connections**
- 5.7 Customer Tampering - Service Line, Meter or Equipment**
- 5.8 Customer Requested Suspension of Service / Change of Occupancy**

6.0 METER READING, BILLING AND PAYMENTS

- 6.1 Meter Reading**
- 6.2 Billing Calculations**
- 6.3 Commencement of Payment**
- 6.4 Delinquent Bills**
- 6.5 Partial Payment of Delinquent Bills**
- 6.6 Returned Payment Policy**
- 6.7 Billing Errors & Claims**

7.0 CUT-OFF, TERMINATION AND RESTORATION OF SERVICES

- 7.1 Cut-Off Status**
- 7.2 Termination Status**
- 7.3 Service Restoration**
- 7.4 Customer Appeal**
- 7.5 Authority's Right of Suspension of Service**

8.0 CUSTOMER REQUESTED SPECIAL SERVICES

- 8.1 Meter Readings**

SECTION A: SERVICE RULES & REGULATIONS

8.2 Meter Testing

8.3 Water Testing

8.4 General Service Call

8.5 Hydrant Meters

8.6 Meter Relocation

8.7 Hydrant Installations

9.0 ADDITIONAL INFORMATION

9.1 Tolling of Suspension and Termination

9.2 Prior Delinquent Accounts

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

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 outbuildings. Single-unit facilities where water usage does not conform to the definition of a commercial 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, other Authority approved multi-family complexes with a single service, recreational/camping facilities or other business-related commercial accounts.

Residential single-family dwellings, commercial customers including commercial home builders and realtors may be considered as residential after an Authority review.

Commercial service may also apply to fire departments, schools, churches, other not-for-profit organizations or other similar organizations. These organizations may be considered for the residential rate after an Authority review. These organizations must provide documentation of not-for-profit status and have a standard service installed to be initially considered for residential rates.

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.

A commercial customer shall be placed on a commercial rate at the time the application for service is made. 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. The customer must make a written request for the account to be evaluated after the three-month period. If the customer meets the requirement after the three (3) month period, the account can be reassigned to a residential rate. If at any point the usage exceeds 10,000 gallons in any month, the rate will be reassigned back to a commercial rate. In the event of a documented leak exceptions may be made by the General Manager. The customer can request in writing an evaluation by the

SECTION A: SERVICE RULES & REGULATIONS

Authority after a continuous twelve (12) month period of usage below 10,000 gallons per month to be returned to a residential rate. The rules above would apply to any other rate changes.

1.3 Temporary Service Definition:

- Temporary service is defined as: Service requested by an individual or entity for a period no longer than five (5) business days, 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 and rate schedules are established and modified from time to time by the Board of Directors of the Authority.

2.1 Residential Rates:

RESIDENTIAL RATES	
USAGE	RATES
0 - Gallons	\$16.50 Minimum Charge Per Month + 4% Sales Tax
1 - 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:

COMMERCIAL RATES	
USAGE	RATES
0 - 10,000 Gallons	\$105.00 Minimum Charge Per Month + 4% Sales Tax
All Over 10,000 Gallons	\$4.50 Per 1,000 Gallons + 4% Sales Tax

2.3 Minimum Charge:

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

2.4 Unauthorized Connections/Free Service/Master Meters:

- Double and/or cross connections shall not be allowed. See Section A: 5.6 – Double and/or Cross-Connection, 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 or recognized local organizations. All fire departments, county and state organizations are required to furnish a monthly usage report to the Authority.

SECTION A: SERVICE RULES & REGULATIONS

- 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:

- Any service application received after 2:00 p.m. will be activated the following business day. Same-day service can be provided for service applications received after 2:00 p.m. with an additional fee. See Section A: 3.4 – Late-Day Service Fee, for further details.

3.1 Application Processes:

3.1.1 New Service:

- The Applicant/Co-Applicant must sign an Application, Agreement to Pay Form and a Declaration to Nonexistence of Unapproved or Unauthorized Cross-Connections Form (Appendix A). These application forms may be submitted 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, Agreement to Pay Form and the Declaration to Nonexistence of Unapproved or Unauthorized Cross-Connections legally bind the Applicant/Co-Applicant to abide by the Service 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/Co-Applicant must provide one (1) form of identification that includes a picture of the applicant/co-applicant and shows proof of the Applicant's/Co-Applicant's age. All applicants shall be of legal age (min. 18 years of age). Authority forms must reflect the name on the ID.
- Acceptable forms of identification include but are not limited to the following: driver's license, passport or other government-issued photo ID.
- The Applicant is responsible, at the time of application, for the following fees: a Tap Fee, a Security Deposit, and an Impact Fee. All fees are due and payable at the time the application for service is made. 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 the applicant has any outstanding debts, they must be paid prior to activating the new service.
- The applicant must present proof of ownership or a copy of the rental agreement with the landowner's name, the applicant's name and the service address. The rental agreement must be signed and dated by all parties.
- Refer to 9.1 and 9.2 for additional information pertaining to this section.

SECTION A: SERVICE RULES & REGULATIONS

3.1.2 Existing Service:

- The Applicant/Co-Applicant must sign an Application, Agreement to Pay Form and a Declaration to Nonexistence of Unapproved or Unauthorized Cross-Connections Form (Appendix A). These application forms may be submitted 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, Agreement to Pay Form and the Declaration to Nonexistence of Unapproved or Unauthorized Cross-Connections legally bind the Applicant/Co-Applicant to abide by the Service 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/Co-Applicant must provide one (1) form of identification, that includes a picture of the applicant/co-applicant and shows proof of the applicant's/co-applicant's age. All applicants shall be of legal age (min. 18 years of age). Authority forms must reflect the name on the ID.
- Acceptable forms of identification include but are not limited to the following: Driver's License, Passport or other government-issued photo ID.
- The Applicant is responsible, at the time of application, for the following fees: a Security Deposit, an Activation Fee, a Tap Fee if applicable and an Impact Fee if applicable. All fees are due and payable at the time the application for service is made. 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 the applicant has any outstanding debts, they must be paid prior to activating the existing service.
- The applicant must present proof of ownership or a copy of the rental agreement with the landowner's name, the applicant's name and the service address. All documents must be signed and dated by all parties.
- In the event of a customer's death, the next of kin should present the Authority with a death certificate or obituary within one hundred eighty (180) 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 landlord contract and security deposit on file. The landlord must contact the office during regular business hours. A thirty-dollar (\$30.00) activation fee will be billed to the account for the activation of the service. In the event the landlord fails to pay the final bill on an account, all or part of the debt may be transferred

SECTION A: SERVICE RULES & REGULATIONS

to active accounts of the landlord. The security deposit on hold for that account may be applied to the final bill and the account will be removed from the landlord contract. The Authority reserves the right to forfeit a customer's landlord contract if the Authority deems necessary.

3.1.3 Temporary Service:

- The Applicant/Co-Applicant must sign an Application, Agreement to Pay Form, a Declaration to Nonexistence of Unapproved or Unauthorized Cross-Connections Form (Appendix A) and a termination request not to exceed five (5) business days. These application forms may be submitted 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, Agreement to Pay Form, the Declaration to Nonexistence of Unapproved or Unauthorized Cross-Connections and the Termination Request Form legally bind the Applicant/Co-Applicant to abide by the Service 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/Co-Applicant must provide one (1) form of identification, that includes a picture of the applicant/co-applicant and shows proof of the applicant's/co-applicant's age. All applicants shall be of legal age (min. 18 years of age). Authority forms must reflect the name on the ID.
- Acceptable forms of identification include but are not limited to the following: Driver's License, Passport, or other government-issued photo ID.
- The Applicant is responsible, at the time of application, for the following fee: a Temporary Service Fee. All fees are due and payable at the time the application for service is made. 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 the applicant has any outstanding debts, they must be paid prior to activating the existing service.

3.2 Service Security Deposits:

- The Residential and Commercial Security Deposits are as follows:

SECURITY DEPOSITS	
SERVICE TYPE	RATE
Residential (Homeowner)	\$50.00
Residential (Renter)	\$150.00
Commercial Homebuilder/Realtor	\$50.00
Commercial Not-for-Profit/Others	\$150.00
Commercial Business	\$300.00

SECTION A: SERVICE RULES & REGULATIONS

- **Forfeiture of Security Deposit:**

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

3.3 **Non-Refundable Fees**

3.3.1 **Impact Fees:**

IMPACT FEES	
SERVICE CONNECTION TYPE	RATE
3/4" Service	\$1,000.00
1" and Larger Service	\$1,200.00

- **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.

- **Service Payment Option For Residential Customers:**

The impact fee and the tap fee may be paid in full at the time of application or, at the option of the Applicant; half of the impact fee and tap fee may be paid over a 12-month period through equal installments on the monthly billing statement. The monthly installments will be included in the Applicants Billing Statement for the 12-month period. A Promissory Note for New Service (Appendix A) must be signed by the Applicant/Co-Applicant at the time of application for service for the initiation of this payment option.

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

Impact fees must be paid as service is needed for each lot and before any service lines are connected by the Authority. Developer applications & requirements are outlined in SECTION B: DEVELOPER OR GROUP SERVICE APPLICATION PROCEDURES.

3.3.2 **Tap Fees:**

TAP FEES	
SERVICE CONNECTION TYPE	RATE
3/4" Service	\$1,300.00
1" Service	\$1,600.00
1-1/2" and Larger Service	Current System Cost

- 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.

SECTION A: SERVICE RULES & REGULATIONS

3.3.3 Additional Non-Refundable Fees:

• Activation Fee	\$ 30.00
• Temporary Service Fee	\$ 60.00
• Disconnect for Non-Payment Fee	\$ 60.00
• Late-Day Service Fee	\$ 60.00
• Service Fee	\$ 30.00
• Hydrant Meter Fee	\$ 50.00
• Meter Relocation Fee	\$ 125.00 + Material
• Hydrant Installation Fee	\$4,500.00
• Returned Item Fee	\$ 30.00

3.4 Existing Service Fees:

- Customers making application to the Authority for service through an existing service connection shall pay one of the following: An Activation Fee or a Temporary Service Fee whichever is applicable.

- Activation Fee: \$30.00

An Activation Fee is assessed when a service exists, the account needs to be activated in the customer's name and the meter may or may not need to be read or turned on.

- Temporary Service Fee: \$60.00

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 the water for a period no longer than five (5) business days, usually for the sole purpose of selling a home or for the maintenance of a building or dwelling. The customer will be billed a minimum water bill plus water used.

- Disconnect for Non-Payment Fee: \$60.00

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

- Late-Day Service Fee: \$60.00

A Late-Day Service Fee is assessed when service is requested between the hours of 2:00 p.m. and 4:30 p.m. to read the meter and turn on the water. This fee may also be assessed for other after-hours service calls. The fee may be billed to the customer's account. The fee may be waived under special circumstances at the discretion of the Authority.

4.0 THE AUTHORITY'S RESPONSIBILITY AND LIABILITY:

4.1 Service Line & Meter/Meter Box Installation:

SECTION A: SERVICE RULES & REGULATIONS

- The Authority shall install a service line from its distribution main to the boundary of the easement, or road rights-of-way of the 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, rights-of-way, etc.

4.2 Distribution Main Extension:

- The Authority, at its discretion, may extend its distribution mains to facilitate connections in order to serve 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 by the requesting parties. Mains will be placed within public rights-of-way or rights-of-way designated for the sole purpose of the Authority. Dead-end mains will not be placed on private property.

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. The Authority reserves the right to employ the use of social media during planned or emergency outages as needed.

4.5 Fire Protection Policy:

- The Authority's Water System Does Not Provide Fire Protection. Hydrants are installed for the purpose of testing the system, flushing lines during maintenance and other operational functions only. Fire Departments may use the hydrants, but no guarantee is made by the Authority of flow or pressure from any installed hydrant.

5.0 CUSTOMER RESPONSIBILITIES AND LIABILITIES:

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.
- When a Meter/Meter Box is located on the property of the Customer, the Customer shall provide the Authority unobstructed access at all times. The Customer may be required at their cost to relocate the meter/meter box if access is deemed by the Authority to be obstructed. See 8.6 for additional information.

SECTION A: SERVICE RULES & REGULATIONS

- 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 Service Rules and Regulations. The Authority will not be held responsible for damage caused by agents/employees of the Authority obtaining access to Authority property.

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, cut-off valve, and pressure regulator shall be installed in a safe and efficient manner and in accordance and in full compliance with the Authority's Service 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.
- A pressure regulator is the responsibility of the Customer. The Customer's responsibility includes maintenance and replacement as needed of a pressure regulator. The Authority will not be held accountable at any time for the replacement costs of a pressure regulator, any costs associated with the lack of a pressure regulator or the failure of a pressure regulator.

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/cut-off 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 the due date of the current bill. To qualify for a Promissory Note for a Service Leak the Customer must provide evidence of said leak and that corrective measures have been taken to repair said leak. The Customer is allowed one (1) active Promissory Note for Service Leak at any given time.
- 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 and above shall be charged at the current Commercial Rate per 1000 gallons. No customer shall 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

SECTION A: SERVICE RULES & REGULATIONS

or conveys, or shall cause to be granted or conveyed, to the Authority a permanent easement or rights-of-way across any property traversed by the requested service extension.

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 firefighting 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 Service Rules & Regulations and the Customer's User Agreement. If such a violation is suspected, the Customer will be issued a formal "Notice of Possible Improper Double Connection and/or Cross Connection". The Customer will have 10 days to comply with the Service Rules and Regulations. If the problem has not been corrected within 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 - \$250.00
 2. Second Offense - \$500.00 and/or prosecution by law.

In both instances, the Customer will, in addition, be responsible for all costs to repair/replace the Authority's property and for any water used. 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 along with any fees associated with the repair.

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 outgoing Customer shall be responsible for all service consumed up to the requested termination date.

SECTION A: SERVICE RULES & REGULATIONS

- The new Customer will be responsible for making an 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.
- Once a termination request is processed the final bill will be calculated and the security deposit will be applied to the final bill. Any account with a credit balance of \$5.00 or more will be refunded to the customer.
- Any account with a debit balance over \$50.00 will be turned over to a collection agency. The Authority reserves the right to pursue any other legal actions to collect debt.

6.0 METER READING, BILLING, AND 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. Consumption from different and/or multiple meters will not be combined for billing, however, may come on one statement as separate services where applicable.

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. The Minimum Billing to the Consumer for such a period shall be equal to the minimum charge for one full month's service plus water used.

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 by 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 4:00 PM on the due date noted on the billing statement and a 10% penalty shall automatically be applied.
- Any outstanding debt on an inactive account (and the customer has an active account) will be transferred to the active account.
- Refer to 9.2 for additional information pertaining to this section.

SECTION A: SERVICE RULES & REGULATIONS

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.
- Refer to 9.2 for additional information pertaining to this section.

6.6 Returned Payment Policy:

- A non-refundable \$30.00 Returned Item Fee shall be applied to any and all billed accounts involving returned checks, returned drafts or returned credit card transactions. The Authority shall issue a written notice of a returned check, returned draft or returned credit card transaction to the Customer. This may result in the account being upgraded to a cut-off status with the final action of suspension of service, if the returned item was submitted for an account in a cut-off status. If the service is locked off as a result, the account will be billed a sixty dollar (\$60.00) disconnect fee.
- Accounts with a returned bank draft may be temporarily removed from bank draft until payment has been received and the issue has been settled.
- The Authority reserves the right to refuse the bank draft option and/or the personal check option to anyone that has had three (3) returned items 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 CUT-OFF, TERMINATION AND RESTORATION OF SERVICES:

7.1 Cut-Off Status:

- If the Customer does not make payment of any outstanding previous balance by the due date of a billing statement, service will be upgraded to cut-off status and a lock placed on the meter.
- Once a Customer's account has been assigned cut-off status, the account shall be continued in active status for billing purposes only for a period of approximately 30 days from the cut-off date.
- 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 reactivate service

SECTION A: SERVICE RULES & REGULATIONS

during the 30-day period, the account will be terminated.

- Refer to 9.1 and 9.2 for additional information pertaining to this section.

7.2 Termination Status:

- Once a Customer's account has reached termination status, the final billing will be processed and the Customer's security deposit will be applied to the account.
- Once the security deposit has been applied to the final billing, any account with a remaining credit balance of \$5.00 or more will be refunded to the customer.
- Terminated accounts with an outstanding balance over \$50.00 that is not paid by the due date will be turned over to a collection agency or other actions necessary.
- Refer to 9.1 and 9.2 for additional information pertaining to this section.

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 any property owner of a terminated account with an outstanding debt balance retains any possessor rights, use or benefit of the premises, then the account shall not be activated under any name until all prior debts of said property owner have been paid.
- Refer to 9.1 and 9.2 for additional information pertaining to this section.

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 Authority's Right of Suspension of Services:

- The Authority reserves the right to suspend service without prior notice for any of the following reasons:
 1. The prevention of fraud or abuse.

SECTION A: SERVICE RULES & REGULATIONS

2. The Customer's willful disregard of the Authority's Service 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.
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.
9. Refer to 9.1 for additional information pertaining to this section.

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 service 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.
- A \$30.00 service fee will be charged for a request for a detailed report of usage.

8.2 Meter Testing:

- Meters will be tested at the request of the Customer for a service fee of \$30.00 plus the actual cost of the test and the replacement meter. If the test determines that the meter is found to over-register beyond three percent (3%) of the correct volume, no charges 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 service 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 service 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

SECTION A: SERVICE RULES & REGULATIONS

waived under special circumstances at the discretion of the Authority.

- Any service request – ex. replacing a meter box damaged by the customer– The Customer will pay the \$30.00 service fee plus the cost of the materials.

8.5 Hydrant Meters:

- In order to make a request for a hydrant meter, the customer must sign an application, provide proper I.D. and pay a \$50.00 hydrant relocation fee. The customer will receive a minimum bill, calculated on the commercial rate plus any additional usage under the commercial rate.
- The hydrant meter will be placed, moved and removed by the Authority personnel.
- The customer must request, in writing, that the hydrant meter be removed.

8.6 Meter Relocation

- The customer will be responsible for a tap fee if they request that a meter be relocated and the service has to be re-tapped.
- The Authority may determine the service can be relocated without re-tapping. This would incur a Meter Relocation Fee of \$125 plus any material costs.

8.7 Hydrant Installations

- A customer may request the installation of a hydrant on a 6” or larger main. The customer would be responsible for the Hydrant Installation Fee of \$4500.

9.0 ADDITIONAL INFORMATION:

9.1 Tolling of Suspension and Termination

- Central Elmore Water & Sewer Authority, (“CEWSA”), in accordance with its service rules and regulations, reserves the right, without waiver of any kind, to toll the deadlines for suspension and termination of service. CEWSA reserves its right to toll the deadlines for suspension and termination of service in its sole discretion.

The decision whether to toll said deadlines shall be determined on a case-by-case basis after considering the totality of the circumstances. The totality of the circumstances shall include, but not be limited to, the applicant or customer’s payment history; outstanding indebtedness at the service location; special circumstances related to age, handicap or medical conditions; circumstances beyond the applicant or customer’s control related to acts of God, accidents, riots, war, terrorist acts, epidemics, pandemics, quarantine, civil unrest, natural catastrophes or disasters, governmental acts or changes in laws or regulations.

9.2 Prior Delinquent Accounts

- Central Elmore Water & Sewer Authority, (“CEWSA”), may decline to serve an

SECTION A: SERVICE RULES & REGULATIONS

applicant or may disconnect a customer who is indebted to CEWSA at a former location or at the present location of the applicant or customer.

CEWSA may also decline service or disconnect where the indebtedness was incurred by a member of the applicant's or customer's household, (either under the name of the applicant or the customer or under another name), when the application for such service is or was made within one year from the date such indebtedness became due.

In the event the indebtedness for service previously rendered is in dispute, CEWSA may elect to serve an applicant or a customer's service continued upon the applicant or customer complying with the new customer deposit requirement, and the applicant or customer making an additional, special deposit in an amount equal to the total balance in dispute or \$500.00, whichever is less.

Upon settlement of the disputed account, the balance, if any, due to the applicant or customer or member of applicant's or customer's household shall be promptly repaid, if at all, in accordance with CEWSA's customer deposit policies.