

## **SERVICE RULES AND REGULATIONS of Le MOYNE WATER SYSTEM, INC.**

**BE IT RESOLVED** by the Board of Director's of Le Moyne Water System, Inc. (The Corporation) hereafter, that the **Service Rules and Regulations** of the Corporation shall be and are as follows;

### **I. TYPES OF SERVICE**

(A) The rate schedule set forth below contemplates a single user, such as one family dwelling, one commercial operation, or any number or units with kitchens or kitchenette facilities irrespective of the number of meters or form of ownership, whether condominium, time share, or townhouse, a hotel or other facility with rooms for lease or rent without kitchen or kitchenette facilities, boat stalls or slips for rent or lease and/or other facility requesting water service.

(B) Extraordinary circumstances, all circumstances except a request for service to a single family residential unit, shall be governed by special contract agreement made between the corporation and the customer requesting service, unless otherwise covered by these Service Rules and Regulations, and all users of the same class (residential, commercial or multi-user) shall be required to pay the same rate as every other user of the same class unless otherwise herein provided.

(C) Anyone may purchase water from a hydrant or flush stand for a 30 day period by prepayment of \$100.00 non-refundable service fee plus \$5.00 per one thousand gallons of water used. The corporation will set a hydrant meter for the calculation of consumption. The use of hydrant meters for domestic water supply is not permitted and under no circumstances shall the hydrant be used to provide water for human consumption. A hydrant shall not be permanently or temporarily plumbed to any structure, vehicle, mechanical devise, or appurtenance. Soft hoses only may be connected to the meter. Hydrant shall not be connected to any pumping devise without written permission from the corporation manager of operations. Hydrant meters may only be moved by corporation personnel unless otherwise approved by the manager in writing. User is responsible for any damage to the hydrant, hydrant meter, for any lost or missing parts or appurtenances, and for any lost water, which corporation reserves the right to estimate such water loss.

Violations are not restricted to those listed here. Any action or usage of the hydrant, meter, or the water that is a violation of any policy of the corporation or poses a threat or possible threat to the welfare of the water system or its customers shall be grounds for removal of said meter and termination of service. The corporation reserves the right to remove the use of the hydrant and meter without notice and for any reason the corporation deems necessary without refund of deposit.

II. **RATE SCHEDULE**

(A) For the services contemplated by paragraph I (a) and I (b) above, the following rate schedule applies:

**RESIDENTIAL**

FIRST 3,000 gallons..... @ \$12.00 minimum  
NEXT 7,000 gallons..... @ \$3.75 per 1,000 gallons  
ALL OVER 10,000 gallons..... @ \$3.40 per 1,000 gallons

**COMMERCIAL RATE**

FIRST 10,000 gallons .....@ \$100.00 minimum  
ALL OVER 10,000 gallons ..... @ \$3.40 per 1,000 gallons

(B) Every user shall be required to pay a connection fee and appropriate number of impact fees as hereafter enumerated, and further, every commercial multi-user shall be required to pay a minimum service charge per month for each such impact fee required to be purchased. Each condominium unit or units of a multi-unit facility, irrespective of the right of possession or ownership including apartment units, are required to purchase one impact per unit.

After consideration and approval of a specific number of impacts by the Board of Directors the applicant /customer shall pay the appropriate amount of impacts and other fees within sixty (60) days to reserve said impacts. Subsequent to the payment for all impacts the customer shall begin receiving a minimum bill on each impact after 270 days or shall begin receiving a minimum bill on each impact when the meter is set or at the end of 270 days or whichever first occurs. If, after billing begins the minimum bill is not timely paid (as elsewhere defined herein), but in no event thirty days (30) subsequent to the initial bill being sent out, and the customer has not connected to the system the customer's approval shall automatically be canceled. IN such event, the customer shall be charged five hundred (\$500.00) administrative fees which shall be deducted from the amounts previously paid in and the balance without interest shall be refunded with notice of cancellation of the impacts. IN the event service for the same project, irrespective of who makes said request, is re-submit all relevant paperwork and approval by the Board shall be required as if no prior application had been made or approved.

**Commercial/Business Impact Fee Rates and Charges:**

1. The commercial/business USER criteria for Impact Fees have been formulated using the similar basis for gallons per day (GPD) as the condominium/residential criteria. The calculation 'formula' used to arrive at this potential capacity of a commercial /business CUSTOMER varies depending on the particular type of CUSTOMER, (i.e., shopping

center, restaurant, hotel, misc stores/shops, laundry, motel, etc.) Additionally, care has been taken to insure that commercial/business CUSTOMERS do not receive any benefits greater than those received by a condominium/residential CUSTOMER and insure that those received by a condominium / residential CUSTOMER does not subsidize the commercial /business program.

2. The base for calculating each impact fee is the then current impact fee for residential USERS, which is based upon the usage rate of 300 gallons per day (GPD) per USER as determined by sound engineering principals and adopted by the ALABAMA DEPT OF ENVIRONMENTAL MANAGEMENT.

3. The following formulae are used to determine the total GPD by which a commercial /business USER actually impact the TEM. These formulae then determine the number of impact fees to be paid. In the same method as the condominium/residential USER, i.e. GPD equals one (1) certified USER impact fee.

4. The appropriate number of impact fees to be paid by a commercial/business USER shall be determined as follows:

Total GPD

(based upon the CUSTOMER type, calculation basis and formulae set forth below)

divided by (/) 300 GPD (basis for impact quality)

equals (=) total number of certified USERS

equals (=) total impacts fees to be charged

<b>CUSTOMER TYPE</b>	<b>CALCULATION BASIS</b>	<b>FORMULAE</b>	<b>BASIS FOR IMPACT QUANTITY</b>
hotel/motel	room	300 GPD/room <u>X number of rooms</u> = total GPD 300 = total impacts	1 impact per room
restaurant (food processing facilities)	combination (fixture/sf/seats)  fixture units (FU)	total FU <u>19 FU</u> = number of impacts	the total impacts derived from these three (FU, SF, No. of seats) are then averaged for impact total.

	square feet (SF) contained in patron occupied area	total SF 15 SF/patron = total No. of patrons x 30 <u>GPD/patrons</u> total GPD 300 = total number of impacts
	seat quantity (No.) (actual no. of patron seats )	total No. seats x 30 GPD 300 = total number of impacts
laundry facility (Laundromat)	washer sizes listed by (lbs)	washer size (lbs) x 2 gal/lb/cycle x 10 cycles/washer/day = <u>GPD/washer x No. of washers =</u> total GPD 300 = total number of impacts
standard stores	square feet (SF) gross store area	75 GPD 1,000 SF <u>gross area</u> total GPD 300 = total number of impacts
car wash	bays	total no. bays x 8 x 20 gal/wash 300 = total impacts
swimming pools	square feet	total square feet x. 1666 x 7.48 300= total impact

Any specific uses are calculated and then charged based upon applicable specific CUSTOMER type noted above.

(C) The Utility shall have the right to inspect the premises of any Commercial / Business USER at least quarterly to determine if there has been any change in the

Customer Type. If a Commercial / Business USER has changed its CUSTOMER TYPE to one (or more) which would require the payment of a greater number of impact fees than that originally paid, the UTILITY shall charge and collect such additional Impact Fees as required by such USER'S upgraded CUSTOMER TYPE. However, in no event will the Commercial / Business USER ever have less capacity reserved than that initially reserved by payment of original Impact Fees (and any subsequent payment of Impact Fees).

(D) In addition to the rates, charges and other fees and / or impacts required or contemplated under (a) and (b) above the requester of service may also be required to purchase a number of impacts, or pay other special assessment fees if there is any business entities or contemplated by any of the named or unnamed business entities outlined in (a) and (b) above which said usage is not attributable to a specific residential unit, or group of residential units (i.e., common area Laundromats in condominium complexes, home owners association buildings, club houses of condominiums, ice machines, laundry facilities located in common area or open to the public, swimming pools, etc.) It is contemplated that the requester of service will provide to the Water Board, upon request, a list of all specification of proposed water using facility and will provide an up to date list of all equipment used on the premises that consume water along with all engineering specifications forth e amount of consumption so that the proper amount of impact s can be calculated as well as s other fees and charges determined.

(E) Trailer Parks, R.V. or Campsite Parks and / or Trailer R.V. and Campsite park condo; The owner of trailer park shall be required to purchase one (1) impact per one (1) permanent trailer space in a trailer park, R.V. Park or campsite park shall be required to purchase one (1) impact per three (3) spaces, and a number of R.V. or campsite space less than three (3) shall be required to purchase one (1) impact plus usage.

(F) Marina and /or Boat Stall ; The owner of a marina and / or boat stalls for lease or rent shall be required to purchase one (1) impact per ten (10) boat slips or boat stalls for lease or rent, a condominium, time share complex, accommodations for lease or rent, hotel, motel or any other commercial enterprise providing boat slips shall be required to purchase one (1) impact per ten (10) boat slips or stalls, plus usage.

### **III. APPLICATION FOR SERVICE**

(A) The consumer will make application for service, in person at the Le Moyne Water System, Inc. office and pay the necessary deposits as required.

(B) A cash non-refundable METER APPLICATION FEE of one hundred dollars (\$100) is required on all owner occupied properties when water service becomes available, (owner occupied property is defined as property where the owner has water service and stands liable therefore ) Request for service from a non-owner occupied property shall be accompanied by an non-refundable METER APPLICATION FEE . (non owner occupied property is defined as property where some person other than the owner of the property has requested service and stand liable therefore) for each connection requested.

**IV. CHARGES FOR USERS AGREEING TO USE SERVICES**

(A) Charges for water meter connection installed by Le Moyne Water System, Inc. , are as follows;

¾ inch service	\$800.00	plus impact fees
1 inch service	\$1,000.00	plus impact fees
2 inch service	COST	plus impact fees
3 inch service	COST	plus impact fees

(B) Any commercial or multi-unit applicant for service that request connection to the system shall pay, in addition to all other fees and charges, \$2,000.00 per unit as calculated by the corporation or the number of units attributable to a specific meter size, whichever is less.

Any applicant for service who desires to have a residential service shall pay the following for residential service in addition to all other applicable fees or charges;

Residential Services:

<u>UNITS</u>	<u>METER SIZE</u>	<u>No. OF UNITS</u>
\$800.00 tap fee	¾ inch	1
\$1,000.00 tap fee	1 inch	1

The following meter sizes will accommodate the corresponding number of units generally.

2 inch	14-42
3 inch	43-80

**ADDITIONAL CHARGES FOR CERTAIN SERVICES;**

The water charges for use of a hydrant are \$100.00 service charge plus \$5.00 per one thousand gallons (1,000) of usage. See also I (c) above. Additionally, any person, firm, or corporation that requests a fire hydrant, said customer shall be required to interconnect the hydrant to the Corporation’s main trunk lines with ductile iron pipe which shall not be connected to the main transmission line of the water system without notice to the Corporation and having the Corporation’s representative present at the time the tap is made. Such line when completed and approved shall become the Corporation property and shall be inspected and approved by the Corporation before a tap to the main trunk line which also must be inspected and approved.

Any customer who wishes to purchase a service for irrigation purposes may do so at the prevalent, then current, rates and charges. Such irrigation service shall require impact fees if such service is to a premises that has no service connection for residential or other consumption. In the event a request is made for irrigation service only, the Manager of Operations and / or the Board of Directors shall set the number of impacts attributable to such service and that number times the prevailing impact fee rate shall be paid in addition to all other fees and charges before service is begun.

In the event of a water shortage, the Corporation shall have the right to turn all such services off or set their usage.

The meter tap price includes, tap, saddle, valve, and pipe required to reach meter installed on owner's property as outlined in Water User's Agreement.

(D) Any person, firm or corporation seeking service from the Le Moyne Water System shall in addition to all other fees and charges enumerated in these service rules and regulations shall be responsible for any additional charges incurred by Le Moyne Water System for roadway boring. A roadway boring will be required if and only if, there is a 'long side' service requested. A 'long side' service is one wherein the requesting customer's property is on the opposite side of the highway from the existing trunk lines and a bore would be required by the Manager of Operations or Systems Engineer. A 'short side' service is that service which is requested on the same side of the highway the main trunk lines run, and only the regular service fees and other charges appropriate to the service would be chargeable for the connection, unless some special service circumstances exists as declared by the Board which would necessitate a special contract as elsewhere provided in these rules. It is contemplated in the Service Rules and Regulations that each 'long side' service requested may vary in the expense for the necessary bore and each would be determined on a case by case basis. All funds so required to be paid must be paid to the Corporation in advance before service will be connected, or work will be started.

## **V. MINIMUM CHARGE**

(A) A minimum monthly charge, as provided in the rate schedule and elsewhere in this document, shall be made for each unit, and shall be paid for a period of not less than twenty-four (24) months from the date of beginning service.

(B) Water furnished for a given unit or lot (the term lot shall include condominium unit or any other unit or subdivision as defined under these Rules and Regulations shall be used on that lot or unit only) Each consumer's service must be metered as per these Service Rules and Regulations or as required by the Manager of Operations of Le Moyne Water System, Inc.

## **VI. AUTHORITY'S RESPONSIBILITY AND LIABILITY**

(A) The Corporation shall run a service line from its distribution line to the property line where the distribution line exists, or is to be constructed, and runs immediately

adjacent and parallel to the property to be served. No service charge other than the connection fee referred to in IV above will be made for a 5/8 " X 3/ 4 " meter. A proportionately greater charge will be made for a meter of larger dimension.

(B) The Corporation may make connections to service other properties not adjacent to its lines upon payment of reasonable costs for the extensions of its distribution lines as may be required to render such service.

1. Extension of service to new subdivisions shall be available under the following conditions; (a) Water service shall be available to all new subdivisions, or extensions of existing subdivisions after the developer(s) or other responsible party installs the main transmission lines to service the subdivision or extension at the developer(s) own expenses, and (b) The said proposed extension of main transmission lines conforms with the specification and requirements then in existence by the Water System and approved by the Manager of Operations. (c) All other governmental entities or agencies that have jurisdiction and rules and regulations have been confirmed by said entities or agencies, and (d) a copy of the 'as built' engineer drawings are transmitted to the Water System Corporation for its permanent files and (e) A document of conveyance be submitted, acceptable to the Corporation, which grants the Corporation sole rights of ownership in and to said lines any easement therefore, all of which shall be free of all liens and encumbrances. (f) The Corporation may install its meter at or near the property or at the Corporation's option, on the consumer's property, usually within three (3) feet of the property line. (g) The Corporation reserves the right to refuse service unless the consumer's lines and piping are installed in such manner as to prevent cross-connections or back flow. (h) Under normal conditions, the consumer will be given 24 hours notice of any anticipated interruption of service.

## **VII. CONSUMER'S RESPONSIBILITY**

(A) Where meter or meter box is placed on the premises of consumer, a suitable place shall be provided by the consumer therefore, unobstructed and accessible at all times to the meter reader.

(B) The consumer shall furnish and maintain a private cut-off valve on the consumer's side of the meter, the Corporation to provide a like valve on its side of such meter.

(C) The consumer's piping and apparatus shall be installed and maintained by the customer's side at the customer's expense, in a safe and efficient manner and in accordance with the Corporation Rules and Regulations and in full compliance with the sanitary regulations of the State Health Department and other state and local agencies.

(D) Water furnished by the Corporation for residential purposes shall be used for consumption by the consumer, members of his household and employees only. The consumer shall not sell water to any other person or permit any other person to use said water. Water shall not be used for irrigation, fire protection, or other purposes, except when water is available in sufficient quantity without interfering with the regular



domestic consumption in the area served. Disregard for this rule shall be sufficient cause for refusal or discontinuance of service.

### **VIII. ACCESS TO PREMISES**

(A) Duly authorized agent's of the Corporation shall have access, at all reasonable hours, to the premises of the consumer, for the purpose of installing or removing property of the Corporation, inspecting piping, reading and testing meters, or for any purpose in connection with the Corporation's service and facilities.

(B) Extensions to the system shall be made only when the consumer shall grant or convey, or shall cause to be granted to conveyed to the Corporation a permanent easement or right-of-way across any property traversed by the lines.

### **IX. CHANGE OF OCCUPANCY**

(A) Not less than three (3) days notice must be given in person or in writing, at the Corporation office, to discontinue service or to change occupancy.

(B) The outgoing party shall be responsible for all water consumed up to the time of departure or the time specified for departure, whichever period is the longest.

(C) The new occupant will apply for water service within 48 hours after occupying the premises and failure to do so will make him liable for the water consumed since the last meter reading.

### **X. METER-READING, BILLING-COLLECTIONS**

(A) Meters will be read and bills rendered monthly, but the Corporation reserves the right to vary the dates or length of period covered, temporarily or permanently, if necessary or desirable.

(B) Bills for water will be figured in accordance with the Corporation's rate schedule and will be based on the amount consumed for the period covered by the meter readings, except where a consumer orders turn-off less than one month after turn-on, the minimum bill to each consumer for such period shall not equal to not less the minimum bill for one full month's service.

(C) Consumer subscribing for water pursuant to paragraph IV above, will commence payment of at least a minimum water bill when water is available, whether or not a meter is installed, unless otherwise agreed between the parties.

(D) Readings from different meters will not be combined for billing except for facilities or structures which are determined to be unit facilities or structures which are determined to be multi-unit facilities or structures.

(E) Minimum bills for undeveloped properties, where meters have not been installed, may be combined.

(F) Bills shall be paid at the place specified by the Corporation.

(G) Bills are due when rendered, delinquent after the 15<sup>th</sup> of each month and a 10% penalty shall automatically be added to such bill if not paid before the 25<sup>th</sup> of each month. Rendered service will be discontinued on the 26<sup>th</sup> without notice.

(H) Failure to receive bills or notices shall not prevent such bills from becoming delinquent nor relieve the consumer from payment, nor prevent the Corporation from terminating service for the consumer whose water bill is delinquent.

## **XI SUSPENSION OF SERVICES AND SCHEDULE OF RECONNECTING FEES.**

(A) No fee shall be charged for disconnecting service upon request, but an additional \$50.00 for a reconnecting fee shall be charged.

(B) Upon disconnection of service for non-payment of bills, the Corporation may seek to recover in the usual way provided by law for collection.

(C) Service disconnected for nonpayment of bills will be restored only after all outstanding bills are paid in full, such security deposit that may be required by the Board of Directors of the Corporation is made, and a service charge of \$50.00 paid for each meter reconnected.

(D) The Corporation reserves the right to discontinue its service without notice for the following reasons;

1. To prevent fraud or abuse.
2. Consumers willful disregard of the Corporation Rules.
3. Emergency repairs.
4. Insufficiency of water supply due to circumstances beyond the Corporation's control.
5. Legal processes.
6. Direction of the public authorities.
7. Strike, riot, fire, flood, accident or other unavoidable.

(E) The Corporation may, in addition to prosecution by law, permanently refuse service to any consumer who tampers with a meter or other measuring devise.

## **XII COMPLAINTS – ADJUSTMENTS**

(A) If the consumer believes his bill to be in error, he shall present his claim, in writing at the office of the Corporation before the bill becomes delinquent, and such claim, if after the bill has become delinquent, shall not be effective to prevent discontinuance of service as heretofore provided. The consumer consents and agrees all charges and fees are valid, accurate and reasonable unless same is disputed in writing before said bill or charge becomes delinquent. If payment of such disputed bill is made

with notice to the Corporation in writing “under protest” prior to the bill becoming delinquent, then said payment shall not prejudice customer’s claim.

(B) The Corporation will make special meter readings at the request of the consumer for a fee of \$5.00 for each reading provided, however, that if such special reading discloses that the meter was over-read, no charge will be made.

(C) Meters will be tested at the request of the consumer upon payment to the corporation of the actual cost of making the test provided, however, that if the meter is found to over-register beyond three percent (3%) of the correct volume, no charge for the test will be made.