



**The Utilities Board of the City of Tuskegee
Utility Service Rules and Regulations Manual**

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SECTION 1.0 **INTRODUCTION**

1.1. Scope

This Utility Service Rules and Regulations Manual includes the general rules and regulations pertaining to the provision of electric, water and sanitary sewer service by the Utilities Board of the City of Tuskegee (“Board”). Notwithstanding anything contained in this manual, the Board reserves the right to refuse to make, or to postpone making any extensions, additions or improvements to its electric, water or sanitary sewer systems and further reserves the right to prescribe the terms and conditions upon which electric, water and sanitary sewer service will be rendered in any particular case to any particular Customer. As a result, in all matters involving the exercise of judgment or discretion, the decision of the Board will be final and the determination of the Board of all disputed questions of fact arising under these rules and regulations likewise will be final.

1.2. Revision

These Utility Service Rules and Regulations cancel and supersede all previous regulations. They may be revised, supplemented or otherwise modified only by action of the Board. However, the General Manager has the authority delegated by the Board to make non-substantive corrections and editorial changes for clarification without Board approval. In an emergency situation, the General Manager may make such reasonable modifications as are deemed necessary. The Board reserves the right at any time to alter, amend, or add to these rules and regulations or substitute other rules and regulations therefore. Such actions shall be conclusive and binding upon every Customer from the effective date of such action.

1.3. Administrative Authority

The General Manager is responsible for administering, implementing and enforcing all provisions of these Utility Service Rules and Regulations and shall exercise these responsibilities in accordance with the purpose and intent expressed herein in a fair and objective manner. The General Manager may exercise discretion when necessary to administer these provisions fairly and responsibly. Any powers granted to or imposed upon the General Manager may be delegated by the General Manager to other personnel in the organization. No promise, agreement, or representation of any employee, officer, or agent of the Board shall bind the Board unless the same is in writing and approved by an Authorized Representative of the Board, and no employee, officer, or agent of the Board is authorized to waive this condition.

1.4. Applicability and Acceptance

These Utility Service Rules and Regulations, as amended, shall be binding on every person receiving electric, water or sanitary sewer service from the Board. By accepting electric, water or sanitary sewer service, the Customer agrees to be bound by the terms and conditions of these Utility Service Rules and Regulations and other policies, procedures and practices of the Board, as may be amended from time to time. When an application is submitted and signed by the Customer and when utility service is provided and/or subsequent usage of the utility service occurs, the Customer shall be considered as having expressed his/her consent to be bound by the rules, regulations and requirements contained this manual and by other policies, procedures and practices of the Board. These Utility Service Rules and Regulations are a part of all proposals, offers, agreements, and contracts for furnishing and receiving electric, water and/or sanitary sewer service from the Board.

1.5. Interruption of Service

The Board does not guarantee an uninterrupted supply of electric, water or sanitary sewer service and reserves the right at any time, as necessity may arise, to interrupt such service without notice to any Customer or group of Customers for the purpose of making repairs, alterations, connections, improvements or for any other purposes. The Board will not be responsible for damages resulting from service interruptions or fluctuations outside its control or from operations in response to abnormal system conditions. When practical, scheduled interruptions will be pre-arranged and advance notice will be given to the Customer.

1.6. Continuity of Service

The Board and its agents will exercise reasonable diligence and care to furnish and deliver a regular and uninterrupted supply of electricity, water and sanitary sewer service, but in case the supply or service should be: (i.) variable in frequency, voltage, pressure, volume or (ii.) interrupted or fail:

- a. By reason of legal process, governmental order, strike, lockouts, acts of public enemy, riot, war, flood, storm, fire, accident, epidemics, lightning, an act of nature, or
- b. On account of the breakage of or accidents, maintenance or repairs to the electric, water or sanitary sewer system, or any part thereof, or the installation of new equipment on the electric, water or sanitary sewer system, or any cause, whether of the kind herein enumerated or not, beyond the control of the Board, or
- c. By action of the Board when, in the sole judgment of the Board, such action may prevent or alleviate an emergency threatening the safety of the public or the integrity of its system or aid in the restoration of its service in such an emergency,

then the Board shall not be held liable for any injury, loss, damage, or expense to any Customer, or to any other person, caused directly or indirectly by such variation, interruption, or failure, but shall restore its service to normal as quickly as practicable. The Board will not in any event be liable for incidental, consequential or indirect damages. The Customer shall notify the Board promptly of any defect in service or of any trouble or accident to the electric supply.

1.7. Conflict

In case of conflict between the provisions of any Rate Schedules or Special Service Contracts and these Utility Service Rules and Regulations, the provisions of the Rate Schedules or Special Service Contract shall control.

1.10 Invalidation

Invalidation of any portion of this manual will affect only that portion. Portions unaffected by the invalidation will remain in full effect.

SECTION 2.0 **DEFINITIONS**

The following words, terms and phrases used in these Utility Service Rules and Regulations shall have the meaning ascribed to them in this section, unless where the context clearly indicates a different meaning.

1. **“Authorized Representative”** means an employee, representative or agent of the Board who is authorized to represent the Board in matters relating to the construction, operation and maintenance of the Board’s electric, water or sanitary system.
2. **“Board”** means the Utilities Board of the City of Tuskegee acting from time to time by and through its duly authorized employees, representatives or agents.
3. **“Customer”** means any present or prospective party (user) who receives or intends to receive electric, water and/or sanitary sewer service from the Board or who is legally or equitably responsible under either an express or implied contract requiring such party to pay the Board for such service and shall mean any person, partnership, association, corporation, or governmental agency controlling or responsible for the development of a new subdivision, business, industry, community, geographic area or dwelling unit and applying for the construction of electric, water or sanitary sewer facilities to serve such facility or the relocation or removal of existing facilities which serve such facility.
4. **“Customer of Record”** means the person, firm, corporation, government, or other governmental entity, that has a utility account in their name and who has agreed orally or otherwise, to pay for utility service received from the Board.
5. **“Developer”** means any individual, partnership, firm, organization that is planning or engaged in the development of a subdivision, building, building complex, shopping center or any other type of development.
6. **“Distribution Facilities”** Lines or equipment used or intended to be used by the Board for the general distribution of electric, water and sanitary service to Customers of the Board.
7. **“Electric System”** means all facilities owned and/or operated by the Board used for transmitting, distributing and supplying electric service and that are used in connection with the Board’s electric utility service.
8. **“Meter”** means any instrument or apparatus used for measuring and recording the quantity of electricity or water consumed or quantity of sewage discharged.
9. **“Owner”** means a person, firm, private or public corporation, association or other entity, including governmental agencies and other units of government, who is the legal owner of the premises served, but does not include a customer occupying the premises.
10. **“Premises”** means any and all real property or tangible personal property affixed to real property served by the Board, or capable of being served by the Board as a result of the existence of an electric, water or sanitary service connection.

11. **“Prudent Utility Practice”** means any of the practices, methods, and acts engaged in or approved by a significant portion of the water industry during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability safety and expedition. Prudent Utility Practice is not intended to be limited to the optimum practice, method or act, to the exclusion of all others, but rather to be a range of acceptable practices, methods or acts generally accepted in the region.
12. **“Sanitary Sewer System”** means all facilities owned and/or operated by the Board for collecting, pumping, treating, and disposing of sewage.
13. **“UBT”** means the Utilities Board of the City of Tuskegee
14. **“Unit”** means each apartment and separate use of a part of any dwelling, whether or not under the same roof or within the same building; each part of any shopping center used by separate tenants whether under one or more roofs; and each separate outlet to each trailer court, RV park, etc.
15. **“Water System”** means all facilities owned and/or operated by the Board including, but not limited to, the treatment facilities and system of pipes, pumps, valves, fittings, meters, storage tanks, etc., used for supplying potable water and that are used in connection with the Board’s public water service.

SECTION 3.0
GENERAL TERMS OF SERVICE

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Section 3.0

GENERAL TERMS OF SERVICE

3.1 Establishing Utility Service

- a) Application Required - Each prospective Customer desiring electric, water and/or sanitary sewer service (“Utility Service” or “Service”) from the Board must make application for such Utility Service and may be required to complete and sign a standard application form and/or contract before such Utility Service is provided. By accepting Utility Service from the Board, the Customer agrees to be bound by the rates, rules, regulations, policies and procedures of the Board.
- b) Information Required, Residential Applicants - Each prospective residential Customer will be required to furnish the following information:
 - 1) Two acceptable forms of identification such as a Driver’s License, Social Security Card, student identification card, etc. At least one form of identification must include a photograph of the Customer.
 - 2) If applicable, verification by the landlord, property owner, rental agency, etc., that the Customer is authorized to occupy the premises and that the Board is authorized to connect Utility Services to the premises.
 - 3) If applicable, proof of ownership such as a closing statement, deed, etc.
- c) Information Required, Non-Residential Applicants - In addition to the requirements set forth in paragraph b) above, each prospective non-residential Customer will be required to furnish, if applicable, the following information:
 - 1) Federal Tax ID number
 - 2) For incorporated businesses:
 - i. A Certificate of Existence/Authorization from the Alabama Secretary of State. If such information is available from the website of the Alabama Secretary of State, then such certification will not be required.
 - ii. The names and addresses of owners, partners and officers, and a signature of a duly authorized officer or representative of the corporation
 - 3) For non-incorporated businesses, the name, address and signature of the responsible person (owner, manager, etc.) who accepts responsibility for the payment of the account.
- d) Minimum Age - Each customer applying for Utility Service must be at least nineteen (19) years of age unless married, widowed or divorced in which case the applicant may be eighteen (18) years of age.

3.2 Security Deposits

- a) Generally - Each application for Utility Service shall be accompanied by a security deposit or suitable guaranty.
- b) Residential Customers - For residential Customers, security deposit requirements will be based on the Customer’s credit rating obtained from the Customer’s history with

- the Board and/or from information obtained from credit rating agencies. Deposits may be: (i) in the form of cash, money order, cashier's or certified check, (ii) charged to a credit or debit card, or (iii) paid by other means or methods as may be established by the Board. The amount of this security deposit will be based on the schedule of security deposits established by the Board. At the discretion of the Board, a residential Customer may be permitted to pay one-half of the required security deposit at the time of application and the remaining balance on successive monthly bills for a period not to exceed three (3) months unless such additional time is approved by the General Manager or his/her designee. A residential Customer may, in lieu of a cash deposit, provide the Board with a guaranty agreement signed by a current Customer who has good credit with the Board or any authorized agency or third-party who agrees to be responsible for an amount up to the amount of the deposit, should the Customer's bills for Utility Service become delinquent.
- c) Non-Residential Customers – For non-residential Customers, the security deposit will be determined on a case-by-case basis and normally will be equivalent to two months estimated bills for Utility Service. A minimum non-residential deposit will be required in an amount established by the Board. Non-residential deposits may be: (i.) in the form of cash, cashier's check, certified check, irrevocable letter of credit, surety bond or Certificate of Deposit, (ii.) applied to a debit or credit card, or (iii.) paid by other means or methods as may be established by the Board.
 - d) Additional Security Deposit - The Board may require on demand at any time an additional security deposit in an amount not to exceed twice the amount shown in the schedule of security deposits established by the Board for: (i.) any Customer who has violated any of the provisions of the rules and regulations established by the Board or for violation or nonperformance by the Customer of any of the provisions of the Board's schedules of rates and charges, or (ii.) any Customer whose Utility Service is discontinued for reason of non-payment two (2) or more times within a twelve-month period.
 - e) Security Deposit on Demand – Notwithstanding the provisions of paragraph d), above, the Board may require on demand at any time, from any Customer, any increase in the amount of the security deposit required of a Customer to guarantee payment of current bills for Utility Service when, in the judgment of the Board, such increase in security deposit is necessary. The Board may, at its discretion, render the Customer a bill for the required security deposit, and the Customer shall be granted at least five (5) days in which to make the required deposit. If such deposit has not been made in the specified time, Utility Service may be discontinued.
 - f) Waiver of Security Deposit - The Board, at its discretion, may waive the security deposit requirements when a Customer is changing his/her service address or when a Customer is installing additional meters or service points on the Customer's premises if, in the Board's opinion, the Customer's payment history justifies such a waiver. If such a waiver is authorized, a Customer installing additional meters or service points will be required to enter into a Master Deposit Agreement with the Board as outlined in Paragraph g), below.

- g) Master Security Deposit or Floating Security Deposit for Multiple Accounts - The Board, at its discretion, may authorize a Customer who has Utility Service at multiple locations to pay a master or floating deposit for all the Customer's Utility Service locations provided the Customer enters into a Master Deposit Agreement with the Board whereby the Customer agrees as follows:
- 1) If any account included in the agreement becomes delinquent, all accounts and Utility Service locations will be considered delinquent and will be subject to disconnection for nonpayment or nonperformance.
 - 2) If Utility Service is terminated at one location, any delinquent balances resulting from the termination will be transferred to another of the Customer's accounts and will become due and payable as part of the charges incurred at that account.
- h) Transfer of Security Deposit – When a Customer is changing his/her service address, the Board may, at its discretion, transfer a Customer's security deposit to the new service address provided there are no past due charges on the Customer's former account. If the security deposit is less than the amount required to cover Utility Service at the new location, the amount of the security deposit may be adjusted accordingly. (See Section 3.8, Transfer of Existing Utility Service)
- i) Use of Security Deposit – Upon final discontinuance of Utility Service either by the Customer or by the Board, the Customer's security deposit will be applied to any amounts due from the Customer for Utility Service on either the final billed account or any other account where a past due balance may be owed by the Customer. Thereafter, if any balance of the deposit is due the Customer, the balance will be refunded to the Customer provided the amount is more than one dollar (\$1.00).
- j) Refund of Security Deposit (excellent payment history) - The Board will, at the request of a residential Customer residing in a dwelling owned and occupied by the Customer, refund to the Customer of record his/her security deposit provided the Customer: (i.) has received continuous Utility Service at the service location for at least ten (10) years, (ii.) has not been disconnected for non-payment at the service location more than once in the preceding thirty-six (36) months, and (iii.) has not had a returned check or rejected payment, tampered with a meter or used Utility Service in a fraudulent or unauthorized manner during the preceding thirty-six (36) month period. The deposit refund, when granted, will be applied as a credit to the Customer's account.
- k) Assignment of Security Deposit – The Board may, at its discretion, authorize a Customer of record, upon closing his/her account, to assign his/her security deposit to a prospective Customer (e.g., roommate). The Customer of Record will be required to provide a notarized statement authorizing the Board to make such assignment. The Customer accepting the transferred security deposit will be subject to the application, security deposit, rules and regulations of the Board and must agree, in writing, to pay all outstanding charges on the final bill from which the deposit is transferred. If the security deposit is less than the amount required, the amount of the security deposit may be adjusted accordingly.

- l) Interest on Security Deposit- Security deposits will be held in escrow and will not accrue interest payable to the Customer. The Board may elect to use any interest earned on security deposits to support a fund to assist eligible Customers with the payment of their utility bills.
- m) Unclaimed Deposits - A record of each unclaimed security deposit will be maintained for at least one (1) year from the date Utility Service is terminated. During that period, the Board will make a reasonable effort to return the security deposit. Deposits remaining unclaimed one (1) year after termination of Utility Service will be transferred to the State of Alabama in accordance with disposition of unclaimed property laws of the State of Alabama.

3.3 Connection of Existing Utility Service

- a) Connection Requirements –Utility Service will be provided to a Customer at any location where Utility Service has previously been provided subject to the following: (i.) all applications, agreements, easements, etc. have been submitted by the Customer and approved by the Board, (ii.) all fees and security deposits have been paid by the Customer, (iii.) all inspection requirements are satisfied, and (iv.) all other Utility Service requirements of the Board have been met, whether written or implied. For the protection of the Customer and the employees of the Board, only authorized employees, representatives and agents of the Board are permitted to install and remove electric or water meters or make connections to or disconnections from the Board’s electric, water or sanitary sewer systems. Any person found committing such acts, without the authorization of an Authorized Representative of the Board, will be subject to fines, penalties and prosecution (see Section 3.11, Unauthorized Use of Utility Service, Prohibited Practices and Acts).
- b) Scheduling – All requests for the connection of an existing Utility Service should be received by the Board at least two working day prior to the desired date of the connection. Utility Service connections will be made during the normal business hours of the Board. If a Customer request that a Utility Service connection be made outside of the normal business hours of the Board or on a Saturday, Sunday or Board recognized Holiday and the Board agrees to such request, then an additional fee may apply.
- c) Inspections - In areas where governmental inspection is required by local rules or ordinances, the Board will render Utility Service to a Customer after approval has been received from the Inspection Official having jurisdiction. In addition, the Board shall have the right, but shall not be obligated, to inspect any installation before electricity, water, or sanitary sewer service is provided or at any time thereafter. The Board reserves the right to reject any installation not in accordance with Federal, State, local or Board standards. Such inspection or failure to inspect or reject shall not render the Board liable or responsible for any loss or damage resulting from defects in the installation or from violation of the Board’s Utility Service rules and regulations, or from accidents which may occur upon the Customer’s premises.
- d) Short-Term Utility Service Connections - When a Customer request that Utility Service be connected for period of less than thirty (30) days, the Customer may be required to pay an additional fee for the expense of connecting and disconnecting the

Utility Service. In addition, the Customer may be required to satisfy the Security deposit requirements of the Board.

3.4 New Utility Service Installations

- a) Generally - Utility Service will be provided to a Customer at a location where Utility Service has not been previously connected contingent upon: (i.) the Customer's compliance with the Board's Utility Service rules, regulations and requirements, whether written or implied, (ii.) the Customer's compliance with the Board's engineering and construction standards, whether written or implied and (iii.) the rules, regulations and ordinances of the governmental jurisdictions in which Utility Service is provided.
- b) Information Required -To avoid delays in receiving new Utility Service, a Customer should advise the Board of a planned installation as early as possible so that the details for furnishing such Utility Service may be arranged and the installation completed by the desired date. In order to expedite the application process, the Customer should have the following information available when applying for new Utility Service:
 - 1) The exact location of the premises to be served, including street/road address, lot numbers and name of subdivision, if applicable.
 - 2) The type of Utility Service desired (e.g. temporary, permanent, residential, commercial, industrial, etc.).
 - 3) The approximate date Utility Service is required.
 - 4) The name, address and telephone number of the Customer's designated representative who will be responsible for working with the Board's representative.
 - 5) The name, address and telephone number of the party who will be responsible for paying associated costs and usage charges.

In addition to the items listed above, the Board may require the Customer to submit engineering and architectural drawings for the premises to be served. This additional data, when required, must be received by the Board before the necessary planning and design of the installation begins.

3.5 Refusal and Discontinuance of Utility Service

- a) Generally - The Board may refuse to provide Utility Service or may discontinue Utility Service for any of the reasons specified below. Discontinuance of Utility Service by the Board for any cause shall not release the Customer from his/her obligation to the Board for payment of bills or charges as set forth in these rules and regulations.
 - 1) *Hazardous Conditions*: In the event of a condition on the Customer's premises that is determined by the Board to be hazardous.
 - 2) *Adverse Effect*: In the event of the Customer's use of equipment in such a manner as to adversely affect the Board's equipment or the Board's Utility Service to others.

- 3) *Tampering, Theft of Utility Service or Unauthorized Acts*: In the event of unauthorized use of Utility Service, or prohibited practices or acts by the customer or any other person. (see Section 3.11, Unauthorized Use of Utility Service, Prohibited Practices or Acts)
 - 4) *Failure to Permit Access*: For failure of the Customer to permit the Board reasonable access to its equipment for inspection, securing of meter reading, etc.
 - 5) *Violation or Nonperformance*: For violation of any rule or regulation established by the Board or for violation or nonperformance by the Customer of any of the provisions of the Board's schedule of rates and charges (i.e. failure of Customer to pay bill as required, failure to pay Utility Service charges, Utility Service fees, security deposits, et al.).
 - 6) *Breach of Contract*: For failure of the Customer to fulfill his/her contractual obligation for Utility Services and/or maintain facilities in accordance with any regulations promulgated by the Board.
 - 7) *False or Inaccurate Information*: For the furnishing of false or inaccurate information by the Customer in his/her application for Utility Service.
- b) Indebtedness to the Board - The Board may refuse to provide Utility Service to any Customer who is indebted to the Board at the Customer's present location or at any former location, or where such indebtedness was incurred by a member of the Customer's household, either under the name of the Customer, or under the name of a member of the Customer's household. Before an application is approved and Utility Service is provided, the Customer will be required to pay the amounts owed for Utility Service previously rendered by the Board plus all fees and charges associated therewith. In the event, a Customer disputes any indebtedness to the Board for previous Utility Service rendered or previous charges incurred, the Customer may be served upon making a special deposit by cashier's check, certified check or debit/credit card in an amount equal to the balance due in dispute. Upon settlement of the disputed amount, the balance, if any, due the Customer or member of the Customer's household shall be promptly repaid.
- c) Non-Payment of Bill - Utility Services are subject to disconnection by the Board if payment on a Customer's account has not been received in full on or before the twentieth (20th) day of each month. When a Customer's account payment has not been received in full by the close of business on the day preceding the scheduled cutoff date, the Board, notwithstanding any security deposit, may discontinue Utility Service without further notice, subject to the following:
- 1) Should the day preceding the cutoff date fall on a Saturday, Sunday or day that the Board's offices are closed, then the Customer shall have until the close of business on the next day that is not a Saturday, Sunday or day the Board's offices are closed to pay his/her account in order to avoid the discontinuance of Utility Service.
 - 2) Payment of an account at any time on or after the cutoff date shall not affect the Board's right during the day such payment is received to discontinue Utility Service for nonpayment.

- 3) At any time prior to the close of business on the day preceding the cutoff date, any Customer who has a dispute regarding his/her utility bill or any other matter relating to the termination of the his/her Utility Service shall have the right to present his/her dispute to the General Manager or his/her designee in accordance with the billing dispute process established by the Board. (see Section 4.4, Billing Disputes)
- 4) A non-payment fee, in the amount as established by the Board, shall be added to the Customer's delinquent account and shall become due and payable as part of the account along with any other amounts owing on the Customer's account for Utility Service rendered.
- 5) Should an account with multiple utility services (i.e., electric, water and/or sanitary sewer) become delinquent, all utility services will be subject to disconnection.
- 6) When Utility Services are discontinued for nonpayment, the Board will not be liable for any damages, direct or indirect, that may result from such discontinuance of Utility Service.

3.6 Disconnection or Termination of Utility Service by Customer

- a) Temporary Disconnection – Except in emergency situations, a Customer desiring to disconnect Utility Service to facilitate repairs, alterations or modifications of his/her premises, service line or service facilities, should give the Board at least two (2) business days notice of such desire to temporarily disconnect Utility Service. Such requests will be subject to Board's standard fees and charges.
- b) Termination of Utility Service; Closing of an Account - A Customer desiring to discontinue Utility Service and to close his/her utility account, shall give the Board at least three (3) business days notice of such desire to terminate Utility Service. The Customer will be responsible for all charges on the account until the Utility Service has been discontinued by the Board. Upon discontinuance, a final bill will be prepared which includes the charges incurred by the Customer from the previous bill until the Customer's Utility Service was discontinued plus any additional fees and charges that may be due on the account less the amount of the Customer's security deposit.

3.7 Reinstatement of Utility Service

- a) Generally – Utility Service which has been discontinued will be reinstated after the conditions causing such discontinuance have been corrected provided: (i.) all applications, agreements, etc. have been submitted by the Customer and approved by the Board, (ii.) all fees, security deposits and outstanding amounts owed have been paid by the Customer, (iii.) all inspection requirements are satisfied, and (iv.) all other service requirements of the Board have been met. For the protection of the Customer and the employees of the Board, only authorized employees, representatives and agents of the Board are permitted to reinstate Utility Service to a Customer. Utility Service reinstatements will be made during the normal business hours of the Board. If a Customer request that Utility Service be reinstated outside of the normal business

hours of the Board or on a Saturday, Sunday or Board recognized holiday and the Board agrees to such request, then an additional charge may apply.

- b) Reinstatement of Utility Service Following Discontinuance for Nonpayment - Utility Service which has been discontinued for non-payment will be reinstated by the Board subject to the following:
 - 1) The Customer will be required to pay all the amounts past-due including applicable reinstatement fees and any additional security deposits as may be required. Payments of such amounts must be made in cash, by money order, credit card or debit card. Checks will not be accepted unless authorized by the General Manager or his/her designee.
 - 2) All requests for the reinstatement of Utility Service and the payment of all fees in connection therewith shall be made during the normal business hours of the Board. Normally, except in emergency situations, the Board will not reinstate Utility Service before or after business hours or on a Saturday, Sunday or Board recognized holiday. If a Customer requests that Utility Service be reinstated outside of the business hours of the Board and the Board agrees to such request, then an additional charge may apply.

3.8 Transfer of Existing Utility Service

- a) Generally - A Customer may transfer his/her existing Utility Service to a new service address provided there are no charges currently due or past due on the Customer's existing account. If a Customer has an amount that is due, the Customer will be required to pay such amount before the account is transferred to the new service address. Charges incurred at the existing service address from the date of the previous bill until the existing Utility Service is disconnected, including any fees and charges that may apply, will be transferred to the new service address and will become due and payable as part of charges incurred at the new service address. If the security deposit at the existing service address is less than the amount required for the new service location, the amount of the security deposit may be adjusted accordingly (see section 3.2 h) – Transfer of Security Deposit)
- b) Simultaneous Utility Service - When a Customer transfers Utility Service to a new service address, the Board, at its discretion, may provide Utility Service to both the new and previous service addresses for up to seven (7) days without requiring the Customer to provide an additional security deposit.

3.9 Transfer of Unpaid Account Balances

- a) Generally - The Board may transfer to a new or existing account any unpaid balances for Utility Service previously rendered by the Board to the Customer at any former service address or where such indebtedness was incurred by a member of the Customer's household, either under the name of the Customer, or under the name of a member of the Customer's household. Such transferred balance shall be considered part of the Customer's obligation to the Board as though the previous unpaid balance had been incurred at the new or current service address. If the Customer has not made a payment arrangement with the Board for the amount of transferred balance, then any payment received from the Customer will be applied first to the Customer's

transferred balance. Any amount of the payment remaining after being applied to the transferred balance will be applied to the Customer's current balance.

- b) Multiple Accounts - If a Customer has multiple accounts, any delinquent or unpaid balances due at one of the accounts may be transferred to another of the Customer's accounts and will become due and payable as part of charges incurred at that account.
- c) Notice of Unpaid Balance - The Board, upon detection of an unpaid balance and before transferring such unpaid balance to a Customer's account, shall: (i.) notify the Customer in writing of such unpaid balance including the dates when and location where such unpaid balances were incurred, (ii.) the Board's regulations concerning the transfer of unpaid balances, and (iii.) the possibility of discontinuance of Utility Service if such amounts are not paid.
- d) Dispute - In the event such unpaid balance is in dispute, the Customer shall have the right to present his/her dispute to the General Manager or his/her designee in accordance with the billing dispute process established by the Board. During the term of the dispute, Utility Service to the Customer will not be discontinued for or penalties applied to the account for the amounts that are in dispute so long as the Customer complies with the provisions of the Board's billing dispute process (see Section 4.4, Billing Disputes).

3.10 Collection of Unpaid Balances or Outstanding Debts

- a) Generally – The Board will take actions as necessary to collect unpaid balances and outstanding debts.
- b) Cost of Collection – The Customer shall be responsible for the payment of all costs of collecting, securing or attempting to collect or secure amounts owed, including reasonable attorney's fees, fees charged by the Board, collection agency fees, and court costs.

3.11 Unauthorized Use of Utility Service, Prohibited Acts

- a) Generally - The following are unauthorized uses of Utility Service and are prohibited practices and acts:
 - 1) No person shall fraudulently obtain, or attempt to obtain, Utility Service from the Board by placing an account in the name of someone else after the service has been discontinued for: (i.) nonpayment, (ii.) the unauthorized use of service or (iii.) prohibited practices or acts while the occupant who was originally disconnected is still living at the location of the service.
 - 2) No person shall connect a tube, pipe, wire or other instrument or contrivance with a pipe or wire used for conducting or supplying electricity or water service in such a manner as to supply such service where the same can be used or consumed without passing through the meter, metering device or metering equipment provided for registering the quantity consumed or supplied.
 - 3) No person shall connect to the Board's sanitary sewer system without the consent of an Authorized Representative of the Board.

- 4) No person shall knowingly withdraw or cause to be withdrawn, without permission of the Board, and to appropriate to himself or herself for his/her own use, or for the use of any other person, any electricity or water from the Board's utility systems.
 - 5) No person shall restore electric, water or sanitary sewer service by any means after such service has been discontinued for nonpayment or obtain such service without making proper application with the Board for such service or receiving proper authorization from the Board.
 - 6) No person shall damage, destroy, alter, interfere or prevent the action of a meter, a metering device or metering equipment provided by the Board, and no person shall remove or disconnect such meter or metering equipment, or install a meter or metering equipment without the consent of an Authorized Representative of the Board.
 - 7) No person shall interfere with the automatic registration, recording, and transmission of electricity, water consumption or sanitary sewer discharge readings when such readings are recorded and/or transmitted electronically.
 - 8) No person shall destroy, interfere, or alter any device used for the automatic registration, recording, and transmission of electricity consumption, water consumption or sanitary sewer discharge.
 - 9) No person shall cut, remove or in any manner make ineffective any seal, locking band or locking device on a meter, metering device or metering equipment provide by the Board without the consent of an Authorized Representative of the Board.
 - 10) No person shall retain possession of or refuse to deliver any meter, equipment or device which may be or have been loaned, rented or furnished by the Board nor sell, loan or in any manner dispose of the same to any person or persons other than authorized employees or agents of Board entitled to the possession of the same.
 - 11) No person shall change or alter the normal installed position of a meter or metering device in any fashion, which causes the normal accurate recording of service received to be altered.
 - 12) No person shall knowingly construct, use or furnish to any customer any false meter provided for measuring and registering the quantity of electricity or water consumed by a Customer.
- b) Actions by Board - Upon discovery by the Board of any unauthorized use of Utility Service or prohibited practices or acts, the Board may, without notice, discontinue service to the Customer, and the Customer of record shall be required, to make restitution to the Board as follows:
- 1) For the cost of any damages to the Board's equipment or facilities resulting from the act,

- 2) For the estimated costs of the electricity, water and/or sewer service illicitly obtained, if any, which shall in no case be less than 1,000 kWhs of electricity and 6,000 gallons of water, and
 - 3) For the cost of investigating the unauthorized use of Utility Service or prohibited practices or acts.
- c) Penalty – In addition to the restitution required above, the Customer shall be required to pay a penalty, in the amount established by the Board, for such acts. Refer to Section 8.0 for a schedule of such penalties.
 - d) Relief - If the Board determines that neither the Customer of record nor any user or occupant of the premises benefited from the unauthorized use of Utility Service or prohibited practices or acts, then the Customer of record will be relieved of said fees and associated charges and penalties.
 - e) Board Reserves Right - Upon the first incident or in the event there are recurring instances of the unauthorized use of Utility Service or prohibited practices or acts as specified in this Section 3.11, the Board reserves the right to: (i) permanently discontinue service to the Customer, (ii) report the violation to the police agency having jurisdiction in the area, and/or (iii) seek criminal prosecution against those who may be responsible.
 - f) Refusal of Service - Where electric or water service has been discontinued for the commission of any of the acts in this Section 3.11, the Board reserves the right to refuse to reinstate service to the location of said incident unless or until: (i) the new Customer assumes responsibility for all charges and damages resulting from the acts, or (ii) the Board determines that the prior recipient(s) of the service will not benefit through the reinstatement of Utility Service to the location.
 - g) Evidence of Violation – Any person in possession of any premises as owner, occupant, or tenant who is found to have an electric meter, water meter or any other metering equipment or devices supplied by the Board that has been tampered with or altered or found receiving electricity, water or sanitary sewer service as a result of any of the methods described in this Section 3.11, shall be presumed to have knowingly violated the terms of the Board’s rules and regulations. Such receipt of electricity, water or sanitary sewer service shall be deemed prima facie evidence that the accused committed such act, or aided or abetted in the commission of such act maliciously or with intent to injure, defraud or deprive the Board of recovering proper charges for payment for such electric, water or sanitary sewer service.

3.12 Account Changes

- a) Generally - It is the responsibility of a Customer to notify the Board in the event of a change in the Customer’s account status.
- b) Occupant Change –Should a roommate, spouse or other family member of an account holder wish to place the account in his/her name, the Customer of record will be required to provide written authorization for such change. The person accepting responsibility for the account will be subject to the application, security deposit, rules and regulations of the Board.

- c) Account Holder Unavailable - If the account holder is unavailable due to death, divorce, legal separation, abandonment, or other such circumstance, the Board will require affidavits, legal certificates, or other authoritative documentation be presented before the request for an account change will be honored. All application, security deposit, rules and regulations of the Board shall apply.
- d) Deceased Account Holder – When a Customer is deceased, the account that was in the name of the decedent must be placed in the name of either the occupant of the premises or a representative of the estate.

3.13 Special Utility Service Arrangements

- a) Utility Service to Vacant, Unoccupied or Seasonal Premises - If the owner of a vacant, unoccupied or seasonal premises request the disconnection of water service to the premises to avoid minimum water and sewer charges while continuing to receive electric service, the Board will agree with such request provided: (i.) the premises is expected to be vacant or unoccupied for a period of six (6) months or more, (ii.) the water meter supplying the premises is removed, (iii) the Customer pays a meter set fee when the water meter is re-installed at the premises plus any other charges that may then apply when water service is restored to the premises.
- b) Temporary Utility Service – The Board will provide temporary electric or water service to construction sites, fairs, carnivals, fruit stands, Christmas tree stands, and to other similar locations and structures where such utility service is for a short duration. Temporary utility service will be provided by the Board in accordance with the requirements and conditions set forth in this manual, as well as in accordance with the Board’s engineering and construction standards.

3.14 Landlord Utility Service Agreement

- a) Generally - At the discretion of the Board, a landlord or authorized agent (“Landlord”) may enter into a Landlord Utility Service Agreement with the Board whereby Utility Service will be automatically transferred to the Landlord’s name when a tenant voluntarily disconnects Utility Service. Under this arrangement, Utility Service is maintained to a rental unit during the interim period between tenants, allowing the Landlord to clean, renovate and show the property to prospective tenants. This arrangement is limited to instances where a tenant request Utility Service be terminated, and it does not extend to instances where the tenant’s Utility Service is discontinued for non-payment or for violations of any of the Board’s Utility Service rules and regulations whether written or implied.
- b) Responsibilities - Under this agreement, the Landlord will be responsible for any utility charges incurred from the time of the tenant’s termination of Utility Service until the account is transferred to a new tenant. If the tenant leaves without notification to the Board, the Landlord will be responsible for notifying the Board of the tenant’s departure.
- c) Fees and Charges - The Landlord will be charged all applicable fees to establish Utility Service if such service has been discontinued prior to the Landlord entering into a Landlord Utility Service Agreement. Thereafter, the Board, at its discretion, will waive fees and charges normally applied for activating, transferring and/or

disconnecting Utility Service for accounts included in a Landlord Utility Service Agreement.

- d) Termination of Agreement - Either the Board or the Landlord may terminate a Landlord Utility Service Agreement by providing three (3) business days written notice of termination to the other party. Such termination will not change or modify the obligations of the Landlord for any Utility Service rendered on and prior to the effective date of termination of the agreement.

3.15 Customer Privacy

- a) Disclosure of Information - The Board will not disclose personally identifiable Customer information to a third party unless a Customer provides written or electronic consent in advance, or if disclosure is required pursuant to a court order. Customer records may be made available to employees, agents, and contractors of the Board for the purpose of (i.) installing, marketing, providing, or auditing Utility Services, (ii.) measuring usage and Customer satisfaction, and (iii.) providing Customers with information concerning utility-related products and services offered by third parties. Information may also be made available to suppliers and outside auditors; to attorneys and accountants on a continuous basis as necessary to render service to the Board; to representatives of governmental taxing, or regulatory authorities in furtherance of the Board's legitimate business activities; and to collection agencies if required to collect past due bills at such time as bills are submitted for collection.
- b) Retention of Customer Information - Retention of personally identifiable Customer information will be discontinued when it no longer serves a legitimate business purpose of the Board.
- c) Information Inspection – Customers may inspect their own personal identifiable information during the normal office hours of the Board. Customers have the right to request the correction of any information they believe to be inaccurate.
- d) Identity theft prevention, generally - The Board has adopted an Identity Theft Prevention Program to detect, prevent and mitigate identity theft related to information used in covered accounts. Customer can obtain a copy of this Identity Theft Prevention Program by contacting the Board's office.

3.16 Customer Assistance Programs

- a) Low Income Assistance Programs – Low income Customers may be eligible for payment assistance through various local, state and federal programs. Customers may contact the Board for information on these programs.
- b) Helping Hands Program - The Board offers a Helping Hands program whereby any Customer can donate to a fund to assist individuals and families with the payment of their utility bills. Any monies collected for the Helping Hands Program will be forwarded to a third-party administrator who shall have the responsibility for the distribution of funds to those Customers meeting certain eligibility requirements.

Section 4.0
Billing and Payment
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SECTION 4.0
BILLING AND PAYMENT

4.1 Billing

- a) Meter Reading and Billing dates - Bills for Utility Service will be rendered monthly on the basis of the meter readings on the day or days of the month selected therefor and the schedules of rates and charges established by the Board. A bill is considered rendered when deposited in the United States Post Office with postage prepaid to the last known billing address furnished by the Customer. If delivery is by electronic means, the bill shall be considered rendered when transmitted to the last known electronic address furnished by the Customer.
- b) Failure of Customer to Receive Bill – The failure of a Customer to receive a bill will not release or diminish the obligation of the Customer for payment of his/her bill when due.
- c) Failure of Board to Render Bill - Any failure of the Board to render a bill for Utility Service shall not release the Customer from his/her obligation to pay his/her bill for service.
- d) Due Date - Bills are due by the fifteen (15th) day of the month. If the fifteenth (15th) day falls on a Saturday, Sunday, or Board recognized holiday, then the due date shall be extended to the Board’s next business day. The rates as set forth by the Board are net rates, the gross rates being 110% thereof. In the event that the current monthly bill is paid by the due date, the net rates shall apply; otherwise, the gross rates shall apply.
- e) Delinquent Accounts - Payments not received by the twentieth (20th) day of the month will be delinquent and the account will be subject to discontinuance for non-payment and additional fees and charges, as established by the Board, will be applied to the Customer’s account.
- f) Proration of Customer Charges - Customer Charges (i.e., minimum bills), if applicable, for electric, water and sanitary sewer services will be prorated based upon the number of days a Customer’s account is in service as follows:
 - 1) 0 -10 days of Service 0% of Customer charges
 - 2) 11-15 days of service 50% of Customer charges
 - 3) Over 15 days of service 100% of Customer charges (Full Charge)

4.2 Payments

- a) Payment Forms and Methods - Customers may make payments to the Board in the form of cash, check, money order, credit/debit card, or any other forms as may be established by the Board. Such payments may be made to the Board in person, by mail, by telephone, on-line at the Board’s web-site or by other methods as may be established by the Board.
- b) Board Not Responsible - Payments made in person, by mail or in an unattended depository shall be accompanied by a bill stub, account number, or name and address in order to ensure proper handling and posting of such payment. The Board will not

assume responsibility for the proper handling and posting of payments that are not accompanied with the appropriate account information. The Board will not assume responsibility for the loss of cash received in the mail or unattended depository facilities.

- c) Auto-Pay - Customers may elect to pay their utility bills automatically by direct draft of their bank account and by direct charge to a credit or debit card. Upon notification from a bank or other institution that an auto-payment has been rejected two (2) times within a twelve month (12) period, the Customer may be removed from the Auto-Pay program. Returned or rejected Auto-Pay payments will be subject to the provisions of paragraph h), below.
- d) On-line Payments - Customers may make payments on-line at the Board's web-site. On-line payments made at any time on or after the scheduled cutoff shall not affect the Board's right during the day such payment is made to discontinue Utility Service for nonpayment or for a returned payment. The Customer is responsible for notifying the Board of such on-line payment to prevent the discontinuance of utility service. On-line payments made after the close of business will be applied to the next business day. The Board will not assume responsibility for on-line transactions that are unprocessed or rejected. The Customer is responsible for verifying that an on-line transaction is processed and has been accepted.
- e) Telephone Payments - Customers may make payments by telephone by calling the Board's Utilities Business Office. Telephone payments made at any time on or after the scheduled cutoff shall not affect the Board's right during the day such payment is made to discontinue Utility Service for nonpayment or for a returned payment. The Customer is responsible for notifying the Board of such telephone payment to prevent the discontinuance of utility service. Telephone payments made after the close of business will be applied to the next business day. The Board will not assume responsibility for telephone transactions that are unprocessed or rejected. The Customer is responsible for verifying that a telephone transaction is processed and has been accepted.
- f) Average Monthly Payment Plan - The Board offers to residential Customers an Average Monthly Payment (AMP) billing plan which allows Customers to average their utility costs over a specified period of time. Residential Customers interested in AMP billing should contact the Board's Utilities Business Office. Certain eligibility requirements will apply.
- g) Cash Only Payments - The Board reserves the right to refuse acceptance of a check or other payment instrument from a Customer who has previously submitted two (2) checks or payment instruments, within a twelve (12) month period, which are returned for insufficient funds. No checks or other payment instruments will be accepted from a Customer who has been designated as cash-only for a period of one (1) year following the latest returned check or payment.
- h) Credit/Debit Card Payment; Refusal - The Board reserves the right to refuse payment by a credit/debit card if the validity of the transaction is questionable or for any other business reason.

- i) Returned Check or Rejected Payment - Upon the notification from a banking or other institution that a check or other financial instrument which has been offered as payment for utility services has been returned, refused or rejected, the Board will notify the Customer receiving service of such notification. The Customer shall be required to remit the face amount of the instrument returned plus the amount of the redemption fee as established by the Board (see Section 8.3 f), *Returned Check Fee/Insufficient Funds Fee*). Should the Customer fail to remit the entire amount due within time specified by the Board, utility services at the Customer's location or any other location at which service is rendered will be discontinued without further notice. The Board reserves the right to require such remittance in cash.
- j) Allocation of Partial Payments - In the event a partial payment (including LIHEAP, Community Action Agency, Helping Hands, or other similar assistance funds) is made on an account that has multiple services, the partial payment will be credited to the Customer's total bill. Partial payments will be allocated to each Utility Service provided and will not be accepted for one specific utility service.

4.3 Payment Arrangements

- a) Generally – The Board may allow a payment arrangement for a Customer who, as the result of a hardship (see Section 4.3 k), *Hardship*), needs additional time to pay the amounts owed on his/her account in order to avoid the discontinuance of Utility Service for non-payment or for a Customer whose service has been discontinued for non-payment. Payment arrangements, if granted, will be in the form of a Payment Extension or an Installment Plan and will be approved subject to the provisions of this Section 4.3. Payment arrangements will only be granted to the Customer of Record or to an authorized, legal representative of the Customer.
- b) Payment Extension, Generally – A Payment Extension is a short-term payment arrangement whereby a Customer is provided additional days beyond the delinquent date to pay his/her utility bill to avoid discontinuance of Utility Service for non-payment. Payment Extensions will be considered subject to the following:
 - 1) A Customer desiring a Payment Extension shall make a request for such extension on or before the twentieth (20th) day of the month. Should the twentieth (20th) day of the month fall on a Saturday, Sunday or day that the Board's offices are closed, then the Customer shall have until the close of business on the next day that is not a Saturday, Sunday or day the Board's offices are closed to make such request for a Payment Extension in order to avoid the discontinuance of service.
 - 2) A Customer requesting a Payment Extension will be required to make an initial payment of fifty percent (50%) of the amounts owed at the time the request is made and will be required to pay the remaining balance, including penalties and other associated fees and charges by the close of business on or before the first (1st) day of the following month. Should the first (1st) day of the following month fall on a Saturday, Sunday or day that the Board's offices are closed, then the Customer shall have to the close of business on the next day that is not a Saturday, Sunday or day the Board's offices are closed to pay the amounts owed in order to avoid the discontinuance of service.

- 3) If the Customer's utility bill is twice the average bill incurred during the same billing period of the previous year, then the Customer's initial payment may be reduced to twenty five percent (25%) of the amounts owed.
 - 4) For Residential Customers, a Payment Extension will be considered when the Customer is unable to make his/her utility payment using a credit card and only after the Customer has requested utility assistance from a local service agency and such assistance has been denied.
 - 5) A Customer may request a second Payment Extension for the outstanding balance owed from the first Payment Extension provided the Customer pays fifty percent (50%) of the remaining balance; with the remaining balance due before the due date of the next month's bill. Such second Payment Extension will be considered a part of the first Payment Extension and will not be counted as a separate Payment Extension when considering a Customer's request for a subsequent extension.
 - 6) A Customer will be granted no more than two (2) Payment Extensions within any three (3) month period, unless an additional Payment Extension is authorized by the General Manager or his/her designee.
- c) Payment Extension for a Customer whose Service has been Discontinued for Non-Payment - For a Customer whose service has been discontinued due to non-payment, the Customer may be permitted to enter into a payment arrangement with the Board whereby the Customer makes an initial payment of fifty percent (50%) of the amounts owed and pays the remaining balance, including penalties and other associated fees and charges that apply, within five (5) working days from the date of the request for the Payment Extension. A Customer whose service has been discontinued due to non-pay will be permitted no more than one (1) payment arrangement within any three (3) month period, unless an additional payment arrangement is authorized by the General Manager or his/her designee.
- d) Installment Plan – An Installment Plan is a longer-term payment arrangement whereby a Customer is permitted to pay his/her bill in installments on successive monthly bills. An Installment Plan will typically be granted only to Customers paying outstanding amounts from inactive accounts or paying an abnormally high utility bill. An Installment Plan will be considered subject to the following:
- 1) A Customer requesting an Installment Plan will be required to pay twenty percent (25%) of the total amounts owed at the time the request is made and will be required to pay the remaining balance including penalties and other associated fees and charges for a period not to exceed three (3) months unless additional time is approved by the General Manager or his/her designee.
 - 2) For the purposes of this section, an abnormally high utility bill shall mean a utility bill that is more than fifty percent (50%) higher than the historic utility bills which have been incurred by the Customer during the same billing period as the period for which the Installment Plan is requested.
 - 3) A Customer will be eligible for an additional Installment Plan after the final payment of a previous Installment Plan has been made.

- 4) A Customer with an Installment Plan is eligible for a Payment Extension while participating in Installment Plan arrangement.
- e) Payment Arrangement Agreement - Any Customer who receives a Payment Extension or is authorized for an Installment Plan will be required to enter into a Payment Arrangement Agreement with the Board that sets forth the terms and conditions of the payment arrangement.
- f) Customer Responsibilities - Payment arrangements are solely for the convenience of the Customer and if the Customer cannot abide by the terms of the payment arrangement, it is the Customer's responsibility to obtain other financing in order to pay the remaining balance of the arrangement.
- g) Default – In the event a Customer fails to make any of the specified payments as agreed upon in the payment arrangement agreement, the Customer's service will be subject to immediate termination without further notice by the Board and all previous and current billings will become due and payable prior to the reinstatement of services. Further, during the time a Customer is making payments as per the terms of the payment arrangement, the Customer's current utility bill must be kept up-to-date and paid by the due date. Non-payment of the Customer's current bill will be treated as a violation of the payment arrangement and result in immediate disconnection of the Customer's service with no advance notice by the Board. Payment by a Customer at any time on or after the date the Customer has defaulted on his/her payment arrangement will not affect the Board's right during the day such payment is made to disconnect Utility Service for nonpayment.
- h) Customers Ineligible for a Payment Arrangement – The following Customers are ineligible for a payment arrangement of any type:
 - 1) A new Customer for his/her first utility bill. A Customer must pay in full his/her first utility bill.
 - 2) A Customer who has tampered with a meter or committed an unauthorized practice or act.
- i) Exceptions – Exceptions may be made based on specific situations such as the death in the family, job loss, hospitalization, or other cases involving temporary financial hardship. Additionally, exceptions may be made for elderly Customers or for Customers who have some condition, infirmity, physical or mental difficulty which justifies such exception. Any such exceptions shall be authorized by the General Manager or his/her designee.
- j) Fees and Charges – A Customer receiving a Payment Extension or authorized for an Installment Plan may be required to pay a Payment Arrangement Fee, in the amount established by the Board, which shall be added to the Customer's account and shall become due and payable as part of the account along with any other amounts owing on the Customer's account for Utility Service rendered.
- k) Hardship – For the purposes of this section, a hardship shall include, but is not limited to, the following:

- 1) Death of immediate family member which occurred within 45 days prior to making the request. Immediate family includes spouse, parents (in-laws, step-parents), siblings (brother, sister, step-siblings), and children or step-children. The Customer must provide one of the following to document such hardship: (i) obituary, or (ii) death certificate, or
- 2) Hospitalization of the Customer of Record, spouse, or dependents (children). The Customer will be required to provide one of the following to document such hardship: (i) hospital discharge papers or (ii) doctor's statement on official letterhead.
- 3) Job Loss within the past six (6) months. The Customer will be required to provide one of the following to document such hardship: (i) employment separation letter or (ii) unemployment papers.
- 4) Divorce or legal separation within the past forty-five (45) days. The Customer will be required to provide one of the following to document such hardship: (i) final divorce decree or (ii) legal separation papers.
- 5) Other similar circumstances that present some exceptional difficulty which prevents a Customer from paying his/her utility bill by the cut-off date. In such cases, the Board reserves the right to require the Customer to provide documentation to substantiate such hardship.

4.4 Billing Disputes

- a) Generally - Any Customer who disputes all or a portion of his/her utility bill or charges that have been applied to his/her account shall have the right to present his/her dispute to the General Manager or his/her designee. The General Manager or his/her designee shall, as soon as practicable, initiate investigative actions as deemed necessary and shall make every effort to resolve the billing dispute in an informal manner.
- b) Actions During the Dispute - During the term of the dispute, services will not be disconnected for, or penalties applied to the portion of the bill that is in dispute so long as the Customer:
 - 1) Initiates the billing dispute prior to the Delinquent Date of his/her bill.
 - 2) Pays the undisputed portion of his/her utility bill plus any fees and penalties that may be associated therewith and, if required, pays an amount that is equal to an average bill for a comparable period for the disputed portion of the bill pending the outcome of the investigation. The failure of the Customer to make said payments will constitute abandonment of the dispute.
 - 3) Pays all subsequent bills that are not in dispute plus all charges and penalties that may be associated therewith within the time allowed to avoid discontinuance of Utility Service and complies with all rules, regulations, policies and procedures of the Board, whether written or implied.
 - 4) Makes a genuine effort to resolve the disputed matter.

- c) Appeal - Following the decision of the General Manager or his/her designee, if the Customer still considers the issue unresolved, he/she may appeal the decision of the General Manager to the Board of Directors in accordance with the Board's Complaint and Dispute Resolution policy.

4.5 Meter Accuracy and Tests

- a) Generally – The Board will furnish to each Customer an electric and/or water meter designed to be accurate within two percent (2%), slow or fast. The Board will, upon request, test any meter or meters through which the Customer receives service.
- b) Fees and Charges - If a meter test shows such meter to be accurate within two percent (2%) plus or minus, the cost of such test shall be borne by the Customer when the meter has been tested within the past twelve (12) months; otherwise, the cost of such test shall be at the expense of the Board. Whenever a meter in service, if found, upon test made by the Board, to be in excess of two percent (2%) fast or slow, adjustments to the Customer's bills will be made in accordance with the percentage of inaccuracy found by such tests and in accordance with the applicable provisions of Section 4.8, Billing Adjustments for Incorrect Bill or Meter Inaccuracy.

4.6 Meter Re-Read

- a) Generally – Any customer who questions the correctness of his/her meter reading may request that the Board re-read his/her electric or water meter. The Board encourages Customers to learn to read their electric and/or water meters and compare their meter readings to their billed meter readings prior to contacting the Board and requesting a re-read.
- b) Fees and Charges - If the original reading is found to have been correct, then for the next twelve (12) months following the original request for a re-read, the Board may assess a meter re-read fee, in the amount established by the Board, for all such subsequent requests for a re-read that are also found to have been correct.

4.7 Estimated Bills

- a) Inability to Obtain a Meter Reading – If the Board is unable to obtain a meter reading from a Customer's meter due to the malfunction of the meter; malfunction of the electronic meter reading system or electronic meter reading devices; tampering with the meter; the inability of a meter reader to gain access to the Customer's premises or meter during a regularly scheduled meter reading trip because of locked gates, unfriendly dogs, or other obstructions; or when circumstances beyond the control of the Board make reading of meters impractical or impossible, the Board will estimate the Customer's bill according to the account history and other pertinent information. Such estimation will be made until such time as the meter may be actually read. In cases where the bill is estimated due to the inability of the Board to gain access to a meter or due to a malfunction of the electronic meter reading system or an electronic meter reading device, the Customer's bill will be adjusted accordingly when the next actual meter reading is obtained. After the second consecutive estimated bill, the Board will notify the Customer explaining the reason for the estimate and any action required by the Customer that would allow the Board to obtain an actual meter reading. This requirement does not preclude the Board from entering into an

agreement with a Customer that would allow the Board to obtain estimated meter readings on a routine basis when such an arrangement is warranted.

- b) Meter Fails to Register - The Board may bill the Customer for services consumed while a meter failed to register. At the option of the Board, the bill will be computed on a estimated consumption based on the Customer's usage during the same season of the preceding year or based on other methods of estimation determined by the Board, which includes, but is not limited to, the Board's experience with a similar Customer and the general characteristics of the Customer's operations.
- c) Unmetered Service - When it has been determined that a Customer has received unmetered service, or when the Customer has caused the service to be improperly or inaccurately metered, the Board may render bills for such service based on its estimate of the service actually furnished for the full period during which the service was unmetered or improperly metered, plus an investigative charge if service diversion is indicated (See Section 3.11, Unauthorized Use of Service, Prohibited Acts).

4.8 Billing Adjustments for Incorrect Bill or Meter Inaccuracy

- a) Generally - Should the Board determine that a Customer has been billed incorrectly for service for any known or unknown causes which result in incorrect bills for service including but not limited to incorrect meter constants, failure of current and/or potential transformer equipment, failure of any other related equipment involved in measuring consumption of electricity or water, improperly installed metering equipment, non-registering meters, switched or mismarked meters, improper billing procedures, computer errors, clerical errors, meter reading errors, meter inaccuracy (see Section 4.5, Meter Accuracy and Tests) , and other causes, such incorrect billing will be adjusted either for the over-billing or for the under-billing as follows:
 - 1) Over-Billing - If the Board has over-billed the Customer for Utility Service, the Board will refund the excess amount without interest to the Customer or credit the Customer's account with that amount. If the date of the error can be determined, the Board will credit the account for the incorrect amount charged since said date for a period not to exceed thirty-six (36) months. If the date of the error cannot be determined, the Board will refund the excess amount charged without interest during the previous twelve (12) months. If the exact amount of excess charge cannot be determined, the Board will estimate the amount due. If an over-billed Customer owes a past due balance, the Board may deduct that past due amount from any refund or credit due the Customer. If an over-billed Customer owes the Board on another account, the Board will apply the credit to that account.
 - 2) Under-Billing: If the Board has under-billed a Customer for utility service, the Board will collect the amount due in installments over the same amount of time as the undercharge or by any other mutually agreeable arrangement. If the period of time over which the undercharge occurred cannot be determined, the Board will estimate the amount due. In most instances, the Board will limit its collection period to the twelve (12) months before the under-billing was discovered. This twelve (12) month limitation is not applicable to and shall not limit recovery of unbilled revenue or any other relief otherwise available to the Board in any case

where the billing inaccuracy relates to meter or equipment tampering and/or unauthorized use of utility service by the Customer. If an under-billing has occurred because of meter tampering or unauthorized use of utility service, the Board may ask for the overdue amount in a lump sum payment.

4.9 Billing Adjustments Due to Water Leaks

- a) Generally - Under certain circumstances, the Board may adjust (decrease) a Customer's water bill when excessive water consumption occurs as the result of a water leak or from other causes that are beyond the Customers' reasonable control. Adjustments will be limited to residential and commercial water accounts with meter sizes one inch (1") or less. Adjustments for accounts with meters larger than one inch (1") and for wholesale accounts will be reviewed on a case-by-case basis.
- b) Qualifications - To qualify for a water leak adjustment, the following conditions must be met by the Customer:
 - 1) The Customer must request, in writing, an adjustment on the form provided by the Board within thirty (30) days from the date the bill (to which the adjustment will be made) was issued.
 - 2) The Customer has not received a water leak adjustment in the previous six (6) months.
 - 3) The water leak must be in the Customer's service line or other area where the leak was not reasonably and readily identifiable by the Customer. Leaking fixtures, malfunctioning appliances (water heaters, etc.), running faucets and similar situations will not be eligible for a water leak adjustment. However, the Customer may be eligible for a sewer bill adjustment for such leaks. Refer to Section 4.9, Sewer bill adjustments.
 - 4) The Customer must provide to the Board proof that a leak occurred and that the leak was repaired. This proof may be in the form of repair receipts, material receipts, statements from plumbers, etc.
 - 5) A representative from the Board must verify the location and type of leak and verify that the leak was repaired.
 - 6) To receive an adjustment, the excessive water consumption must be twice the Customer's previous twelve months average water consumption and must be more than ten thousand (10,000) gallons in excess of the Customer's previous twelve months average water consumption. If the Customer does not have at least six (6) months previous consumption history, then the adjustment will be based on available data. This data may include Customers with similar usage characteristics. For residential users, where six months previous consumption history is unavailable, 6,000 gallons will be used as a monthly average.
- c) Amount of Adjustment - If a Customer qualifies for a water leak adjustment as provided for in paragraph b) above, then the Customer will receive an adjustment of 50% of the difference between the water consumption that flowed through the meter and the average of the Customer's previous twelve (12) months consumption. Generally, if the Customer does not have at least six (6) months of previous

consumption history, then the adjustment will be based on available data, which may include Customers with similar characteristics. For residential users specifically, where six months previous consumption history is unavailable, 6,000 gallons will be used as a monthly average.

- d) Multiple Billing Periods - When excessive water consumption crosses two billing periods, a water leak adjustment may be authorized for both billing periods. The adjustment for the second billing period will be determined in accordance with the same adjustment criteria as for the first billing period's adjustment. Adjustments will be considered for two consecutive billing periods only.
- e) Payment Arrangement - For large water leaks that result in extraordinarily large water bills, a payment plan may be arranged if the Customer requests such an arrangement. To qualify for an arrangement, the water bill must be more than fifty dollars (\$50.00) or more than fifty percent (50%) higher than historic bills (whichever is greater). For Customers with water and sewer service, these amounts will apply to the combined bill. The payment plan will apply only to the portion of the bill that exceeds the Customer's historical average bill and will apply only to the bill that was adjusted. All subsequent bills must be paid in full. Payment arrangements exceeding ninety (90) days must be approved by the General Manager or his /her designee. In order to receive a payment arrangement, the Customer will be required to complete a Payment Arrangement Promissory Agreement.

4.10 Sewer Bill Adjustments Due to Excessive Water Consumption

- a) Generally - Under certain circumstances, the Board will adjust (decrease) a Customer's sewer bill resulting from excessive water consumption resulting from water leaks and/or from other causes that are beyond the Customer's reasonable control subject to the provisions of this section.
- b) Qualifications - To qualify for a sewer bill adjustment, the following conditions must be met:
 - 1) The Customer must request, in writing, an adjustment on the form provided by the Board's Customer service office within thirty (30) days from the date the bill (to which the adjustment will be made) was issued.
 - 2) The Customer must provide to the Board proof that a water leak occurred and that the leak was repaired. This proof may be in the form of repair receipts, material receipts, statements from plumbers, etc.
 - 3) A representative from the Board must verify the location and type of the water leak and verify that the water leak was repaired.
 - 4) The excessive water consumption must be twice the Customer's previous twelve months average water consumption and must be more than ten thousand (10,000) gallons in excess of the Customer's previous twelve months average water consumption. Generally, if the Customer does not have at least six (6) months previous consumption history, then the adjustment will be based on available data. This data may include Customers with similar characteristics. For

residential users specifically, where six months previous consumption history is unavailable, 6,000 gallons will be used as a monthly average.

- 5) The Customer has not received a sewer billing adjustment in the previous twelve (12) months.
 - 6) The excessive water consumption was not the result of irrigation use, negligent use of water, or undetermined cause. Sewer bill adjustments will not be given for excessive water consumed because of irrigation use, negligent use or undetermined causes.
- c) Amount of Adjustment - Billing adjustments will be determined as follows:
- 1) No discharge to sewer system - If the excessive water consumption was due to a leak in a service line, crawl space, or similar area where it can be reasonably assured that the water from the leak “did not” enter the sanitary sewer system and if the Customer otherwise qualifies for a sewer bill adjustment, then he/she will receive a sewer adjustment of 100% of the difference between the water consumption that flowed through the meter and the average of the previous twelve (12) months consumption. If the Customer does not have at least six (6) months of previous consumption history, then the adjustment will be based on available data. This data may include Customers with similar characteristics. For residential users, where six months previous consumption history is unavailable, 6,000 gallons will be used as a monthly average.
 - 2) Water discharge to the sewer system - If the excessive water consumption was due to a leak or other cause(s) and the water “entered” the sanitary sewer system, and if the Customer otherwise qualifies for a sewer bill adjustment, then the Customer will receive a sewer adjustment of 50% of the difference between the water consumption that flowed through the meter and the average of the Customer’s previous twelve (12) months water consumption. If the Customer does not have at least six (6) months of previous water consumption history, then the adjustment will be based on available data. This data may include Customers with similar characteristics. For residential users, where six months previous water consumption history is unavailable, 6,000 gallons will be used as a monthly average.
- d) Multiple Billing Periods - When excessive water consumption crosses two billing periods, an adjustment may be authorized for both billing periods. The adjustment for the second billing period will be determined in accordance with the same adjustment criteria as for the first billing period’s adjustment. Normally, adjustments will be considered for two consecutive billing periods only. Adjustments for additional billing periods may be approved by the General Manager or his/her designee.
- e) Payment Arrangement - For large sewer bills resulting from large water leaks, a payment plan can be arranged if the Customer requests such an arrangement. To qualify for an arrangement, the sewer bill must be more than fifty dollars (\$50.00) or more than fifty percent (50%) higher than historic bills (whichever is greater). For Customers with water and sewer service, these amounts will apply to the combined

bill. The payment plan will apply only to the amount of the bill that exceeds the Customer's historical average bill and will apply only to the bill that was adjusted. All subsequent bills must be paid in full. Payment arrangements exceeding ninety (90) days must be approved by the General Manager or his/her designee. In order to receive a billing arrangement, the Customer will be required to complete a Payment Arrangement Promissory Agreement.

- f) Swimming Pool Adjustments - Once per year, Customers filling a swimming pool may receive an adjustment to their sewer bill of one hundred percent (100%) of the difference between the consumption that flowed through the meter and the Customer's "average" consumption. In order to receive a credit, the volume of water used to fill the pool must exceed 10,000 gallons and documentation in the form of an invoice for the construction of a new pool or a statement from the Customer along with documentation of the water capacity of the pool must be provided.

4.11 Refund of Sewer Charges Paid Erroneously

- a) Generally - Customers are required to pay for sewer service if such service is available to the Customer's property or premises even if the Customer is not connected to the sewer system. In cases where sewer service is unavailable to the Customer's property or premises and the Customer has paid for sewer service, the Board may, upon request of a Customer, refund sewer user fees paid in error subject to the following:
 - 1) Property Owner/Tenant Responsibility - It is the responsibility of the property owner or tenant upon the premises to determine whether or not the property is connected to the Board's sewer system. If such person is not certain if their property is so connected, the Board will, upon request, without charge, determine if said property or premises is so connected.
 - 2) Availability of Sewer Service - For the purposes of this section, and in accordance with the Code of the City of Tuskegee §12-50, sewer service is deemed available to houses, building or properties abutting on the street, alley or right-of-way in which there is now located or may in the future be located a sanitary sewer main within one hundred (100) feet of the property line.
- b) Refund Determination - In any case, where sewer service is deemed not available to a particular property or premises as defined in subparagraph 2 above and the property owner or tenant upon the premises has paid sewer user fees, the Board will refund to said person the sewer user fees so paid by said person, but such refund shall be limited to the actual amounts paid in error by such person during the "immediately preceding" thirty-six (36) months, without interest. All claims for refunds of sewer user fees must be presented to the Board within thirty-six (36) months from the "date of overpayment" or such claims will be denied.

SECTION 5.0
ELECTRIC SERVICE
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SECTION 5.0 **ELECTRIC SERVICE**

5.1. Scope and Applicability

This Section includes general rules and regulations governing the provision of electric service by the Board for residential, commercial and industrial usage from the Board's regular electrical distribution system. Customers requesting service from the Board's sub-transmission system (i.e., 44 kV system) will require individual consideration and such service will be addressed on a case-by-case basis. In addition to the rules and regulations included in this Section, any person desiring electric service will be required to conform and comply with: (i) the building and electrical codes and other applicable rules and regulations of the local governmental authority having jurisdiction and (ii) the applicable rules, regulations and specifications of the Board.

5.2. Definitions Applicable to this Section

- a) "Distribution Facilities" means lines or equipment used or intended to be used for general distribution of electric service to Customers of the Board.
- b) "Electric System" means all facilities owned and/or operated by the Board used for transmitting, distributing and supplying electric service and that are used in connection with the Board's electric utility service.
- c) "Primary Line" means an electric line or lines operating at primary voltage.
- d) "Secondary Service" means service at the secondary voltage levels.
- e) "Service Entrance Conductors" means the supply conductors that extend from the Board's designated point of service to the Customer's service equipment.
- f) "Service Drop" means the overhead service conductors installed from the last pole or other aerial support to the service entrance conductors at the Customer's premises.

5.3. Electric Service, Generally

- a) Availability and Character of Service – Any person desiring electric service from the Board should confirm with an Authorized Representative of the Board the availability of the desired service and the location of the point of service before installing any electric facilities.
- b) Point of Service – The point of service is the location where the Board's electric facilities connect with those of the Customer and where service to the Customer begins. It is also the location where the responsibility for maintaining the electric facilities passes from the Board to the Customer. Depending upon the nature of the service provided, the point of service may be a weather head, secondary pedestal, pad-mounted transformer or other locations as specified by the Board. If a Customer requests that the point of service be located in a location other than where preferred by the Board, and if the Board agrees to such request, then the Customer may be required

to pay for any additional cost incurred by the Board to supply service to the Customer's preferred location (e.g., additional poles, service line, etc.). The Board does not guarantee that a point of service can be provided at the location requested. In all cases, the decision of the Board regarding the location of the service connection shall be final.

- c) Certain Acts Prohibited – No person shall, without the consent of an Authorized Representative of the Board, do any of the following acts:
- 1) Disconnect or remove an electric meter (being any device used to measure the quantity of electricity consumed) from any location or premises; or
 - 2) Install an electric meter at any location or premises; or
 - 3) Avoid payment of an electric bill by consuming electricity passing through a meter not installed by or without the consent of the Board; or
 - 4) Make and energize or break and de-energize the connection between the Board's electric facilities and the Customer's electric facilities.

Proof that any of the above enumerated acts were done on the premises in the possession of the accused or that the accused received the benefit of said actions shall be prima facie evidence that the accused committed such acts or aided or abetted in the commission thereof maliciously or with the intent to injure or defraud the Board. Any person found committing such acts will be subject to discontinuance of service, fines, penalties and prosecution. (see Section 3.11, Unauthorized Use of Service, Prohibited Acts)

- d) Preferred Method of Service – For each application for service that is received, the Board will establish its preferred method of service. If a Customer requests service in a manner that is different from the Board's preferred method of service and the Board agrees to such method of service, the Customer may be required to pay for the cost of providing such service in excess of the cost of the Board's preferred method of service. For example, if a Customer desires service from a pad-mounted transformer and the Board's preferred method of service is from a pole mounted transformer, the Customer will be required to pay the Board the excess cost of installing the pad-mounted transformer. Or, if a Customer desires a service route which is not the Board's preferred service route, the Customer will be required to pay the Board the excess cost of the Customer's desired service route.
- e) Primary Residence, Building or Facility; Exceptions – Electric service normally will be provided only to a primary residence, building or facility. Electric service installations to campsites, camping trailers, motor homes, workshops, pool houses, pool pumps and other non-primary locations will be evaluated based on the anticipated revenue derived from the location(s). If, in the opinion of the Board, the service installation is not economically justified, the Board may deny the service or the Customer may be required to compensate the Board for the cost of the service installation. When economic evaluations are offset by unusual or unique conditions or

circumstances, the Board may provide service to a non-primary location without cost to the Customer.

- f) Sharing or Resale of Service Prohibited – All electric service supplied by the Board is for the sole use of the Customer within or upon the Customer’s premises and for the purposes set forth by the applicable rate schedule. The Customer shall not share electric service with or resale electric service to any other person or allow another person to take such electric service, nor shall the Customer use or permit same to be used at any other premises or for any purposes other than those specified in the application for service.
- g) Permit to Connect, Required – No person shall make any connection with, use, alter, or disturb the Board’s electric system or appurtenances thereof without first obtaining permission from an Authorized Representative of the Board. Any person found to be committing such acts will be subject to discontinuance of service, fines, penalties and prosecution.
- h) Grounding of Electrical Systems to Water Lines, Prohibited – In an effort to minimize the risk of exposure to electrical shocks while performing work involving the repair of water services, water meter change outs, and water repairs of any nature, Customers shall not ground their electrical system to their water lines. Any liability resulting in the grounding of an electrical system to the water lines will be the responsibility of the Customer.
- i) Interruption of Service – The Board does not guarantee an uninterrupted supply of electric service and reserves the right at any time, as necessity may arise, to interrupt the electric service without notice for the purpose of making repairs, connections or for any other purposes. The Board will not be responsible for damages resulting from service interruptions or fluctuations outside its control or from operations in response to abnormal system conditions.
- j) Limitation of Liability – The Board will use reasonable diligence at all times to provide dependable service at the nominal voltage, but does not guarantee, nor will it be liable to the Customer, for complete or partial failure or interruption of service, for fluctuations in voltage, or for phase failure or reversal and the direct or indirect impact of these service conditions to the Customer. It is the Customer’s responsibility to install the required grounding, phase protection, surge suppression and power conditioning equipment necessary to protect the Customer’s property from damage under these conditions. Unless the Board has been negligent in the connection of a Customer’s service or in the installation and/or maintenance of the Board’s facilities, the Board shall not be liable for any occurrence, act or omission caused directly or indirectly by mechanical failure of equipment and/or facilities; breakage of distribution lines or transmission lines; by repairs or adjustments to its system; for want of supplies; by riots; strikes; civil unrest; insurrections; accident; litigation; interference by Federal, State or Municipal Governments; acts of God; acts of the public enemy; or any other cause beyond the Board’s control and it is understood that the Board shall not be liable to any Customer or owner for any direct or consequential

damages caused by, resulting from, or attributable to any such inability to perform . After the electric energy passes the point of service, it becomes the property of the Customer and the Board shall not be liable for loss or damage to any person or property whatsoever resulting directly or indirectly from the use or misuse or presence of said electric energy on the Customer's premises.

5.4. Customer Responsibilities, Generally

- a) Protection of Board Property- All meters, service connections and any other equipment furnished by the Board shall be, and remain, the property of the Board. Each Customer shall exercise proper care to protect the property of the Board located on his/her premises, and in the event of loss or damage to the Board's property arising from the neglect of the Customer to care for said property, the cost of the necessary repairs or replacement shall be paid by the Customer.
- b) Alterations and Additions – The Customer is responsible for notifying the Board of any planned alteration of the Customer's electric facilities or of any additions to the Customer's electrical load. The failure of the Customer to notify the Board in a timely manner of any such alteration or addition and failure to comply with the Board's rules, regulations, rate schedules, engineering and design specifications, whether written or implied, may result in interruption of service or damage to equipment, for which the Board disclaims all responsibility.
- c) Facility Access and Maintenance – The Customer, upon making application for service, thereby (i) grants and agrees to provide to the Board the rights, ways and rights of way necessary for the proper construction, operation and maintenance of the Board's electric facilities, including but not limited to conductors, poles, ducts, cables, guy wires, anchors, transformers, vaults, meters, fixtures and other equipment necessary or convenient for providing electric service to the Customer, over, upon, across and under the Customer's property, and (ii) agrees to execute and deliver related documentation that the Board may request to further describe or evidence such rights, ways or facilities. The Customer shall also provide without cost to the Board (i) suitable location and housing for all facilities installed and owned by the Board on the Customer's premises; and (ii) all necessary permission for ingress and egress to and from the Customer's premises to enable employees, agents, or contractors acting on behalf of the Board to read meters, install, repair, maintain, and remove the Board's property and inspect and test electrical equipment within or upon the premises at all reasonable times and to perform all necessary or desirable actions in connection with the service to the Customer and the Board's property. If the wiring, fixtures or appliances in the Customer's premises are found by the Board's employees, agents, or contractors to be defective or damaged, and liable to cause damage to the property of the Board or to affect the proper operation of the Board's property, the meter can be removed and service discontinued without liability on the part of the Board until such time as said defects are remedied. If the Board or its duly authorized representatives

or agents are denied access to its meters or facilities for any reason, including the obstruction of said meter by fence, building or other obstacle, the Board may require the meter to be moved, at the customer's expense, to a more accessible location on the property.

- d) Wiring and Electric Equipment – All wiring and electrical equipment beyond the point of service, except Board-owned metering equipment, is the property of the Customer and must be installed and maintained at the Customer's expense. All such wiring and electrical equipment on the Customer's premises is the sole responsibility of the Customer. The Customer has the responsibility of obtaining the approval of the inspecting authority of the city or county government that has jurisdiction to assure compliance with their rules as well as the rules of the National Fire Protection Association/National Electrical Code, National Electrical Safety Code and any other requirements that may be in force at the time of connection. The Board shall have no obligation to inspect the Customer's facilities. The Board has the right to refuse or discontinue service to any Customer whenever the Board becomes aware that such facility is not in compliance with the above codes and standards.
- e) Motor Protection Devices – The Board's electric system is designed to provide high-speed reclosing of its protective devices following power interruptions resulting from lightning or other causes. In most instances, these power interruptions will be of short duration. The Board recommends that a Customer provide some protection for three-phase motors to guard against "single phasing." The Board will not be responsible for damage caused by "single phasing" which results from acts of nature or from circumstances beyond the Board's control.

5.5. Meters and Metering Equipment

- a) Generally – the Board will furnish the metering equipment necessary to accurately measure the electricity supplied to a Customer. All meters shall be installed by the Board, or under the Board's supervision, in compliance with the Board's specifications, and all applicable state and local laws, codes, rules and regulations. Prior to installing electric equipment and facilities, the Customer should contact an Authorized Representative of the Board to determine the Board's specific requirements relating to the meter installation.
- b) Meter Required – A meter shall be installed upon each connection to the electric system unless such service is classified as an unmetered service (e.g., outdoor lighting, etc.) where a flat charge has been established by the Board for such service. In some instances, the Board, as its discretion, may not require a meter to be installed when or where the consumption can be readily computed without metering or where the service is of a temporary nature and the cost of meter installation would be unreasonable.
- c) Location of Metering Equipment – Electric meters and meter equipment shall be installed at the location specified by the Board. Generally, the Board will require meters to be installed at locations that are readily accessible to the employees,

representative, and/or agents of the Board. In all cases, the final determination of the location of electric meters and metering equipment shall be made by the Board.

- d) Accessibility of Meters and Facilities – Generally, the Board or its duly authorized employee, representative or agent shall have access to the Customer's premises at all reasonable times for the purpose of reading meters, testing, repairing, removing, inspecting, or changing any or all facilities and equipment of the Board. Failure of the Customer to permit the Board or its duly authorized representative or agent reasonable access to its facilities or equipment for inspection, maintenance, repair or removal shall subject the Customer to discontinuance of service. By accepting service from the Board, a customer shall consent and agree to such access or such removal.

5.6. Temporary Electric Service

- a) Generally - Temporary electric service is defined as secondary service to construction sites, fairs, carnivals, fruit stands, Christmas tree stands, and to similar locations and structures where such service will be for short duration. Temporary service will be metered and billed under one of the Board's standard rate classifications. Any person desiring temporary electric service should contact the Board well in advance of the desired date of installation to determine the Board's specific requirements and specifications relating to the installation of a temporary electric service.
- b) Temporary Service Fee – A Customer requesting temporary service will be required to pay a temporary service fee, in the amount established by the Board, before the temporary service connection is made.

5.7. Special Electric Services

- a) Redundant Facilities – The Board normally will provide one set of facilities (such as a set of primary cables and a transformer) to one point of service for each Customer. If a Customer requires redundant facilities (more than one set of facilities to the same point of service), the Board must be advised as soon as possible so the feasibility of such service can be determined. If the Board determines that redundant facilities can and will be provided, the Customer may be required to reimburse the Board for the entire cost of the additional facilities, including all labor and materials. If redundant facilities are installed by the Board for its own benefit, the cost of such redundant facilities will be borne solely by the Board.
- b) Outdoor Lighting - The Board provides outdoor lighting services including by not limited to: protective lighting, street lighting, athletic field lighting, to its Customers. Outdoor lighting is available to Customer's under the applicable rate schedule. A Customer desiring outdoor lighting should contact the Board.

5.8. Line Extensions and Installation of Distribution Facilities

- a) Generally – Electric distribution facilities will be installed by the Board to supply service to a Customer provided such service will not disturb or impair the electric

service to existing Customers of the Board. Where the extension of a primary line is required to provide service to a Customer, such extensions will be made in accordance with the Board's line extension policy.

- b) Charges - To assure that the costs of installing electric distribution facilities do not jeopardize the financial integrity of the Board, a Customer may be required to pay, in advance, a non-refundable contribution in aid-of-construction, in an amount established by the Board, for the cost of providing such service. Prior to constructing any facilities or installing any electric equipment, the Customer should contact an Authorized Representative of the Board to determine the specific contributions in aid-of-construction that will be required, if any, to be paid to the Board by the Customer for providing such service. Prior to installing electric facilities, the Board will provide an estimate of the contribution in aid-of-construction that will be required, if any, and the Customer may be required to pay such amount before the work begins.
- c) Subdivisions, Mobile Home Park, RV Park, Etc., Generally – Electric facilities will be installed by the Board to a subdivision, mobile home park, RV park, etc at the request of a developer provided the development has been approved, if applicable, by the proper jurisdictional authority. Prior to starting construction, the developer should contact the Board to determine the specific requirements of the Board and coordinate the installation of electric service within the development.

5.9. Customer-Owned Standby Generators/Solar Panels/Windmills and Parallel Generators

- a) Generally - Improperly installed generation equipment can create serious hazards for Board personnel working on the electric system as well as for other Customers connected to the electric system. The operation of improperly installed generators can also result in damage to Customer wiring, electrical equipment or the generator itself. To safeguard against these hazards, Customer owned generation shall be installed as follows:
 - 1) Standby Generators/Solar Panels/Windmills - Standby generators shall be installed in accordance with the National Electrical Safety Code and local codes. Standby generators shall be properly connected through transfer switches so they are isolated from the Board's electric system when operating. Power from a standby generator must never be supplied to another premises because of the danger created by back-feeding into the electric system.
 - 2) Parallel Generators - Generators designed to run in parallel with the Board's system require special protective devices. It is essential that the Customer consult with the Board regarding these protective requirements before installing or attempting to operate parallel generators.

SECTION 6.0
WATER SERVICE
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SECTION 6.0 **WATER SERVICE**

6.1. Scope and Applicability

This Section includes general rules and regulations governing the provisions of water service by the Board. Certain portions of this section are taken from the Code of the City of Tuskegee and it is the intent of these rules and regulations to establish a relationship between the City, Board and the Board's customers. They are to supplement and amplify existing ordinances of the City of Tuskegee and, in case of variance between these rules and regulations and ordinances of the City of Tuskegee, the ordinances will prevail. In addition to these rules and regulations, any person desiring water service will be required to conform and comply with: (i) the building and plumbing codes or other applicable rules and regulations of the City of Tuskegee or of other applicable governmental authorities and (ii) the applicable rules, regulations and specifications of the Board. Any person desiring water service should contact an Authorized Representative of the Board to determine the specific requirements relating to the particular service that is requested.

6.2. Definitions Applicable to this Section

- a) "Customer's Service Line" means the pipes and appurtenances of the Customer which extend from the water meter or point of delivery to the premises.
- b) "Service Connection" means the fittings, pipe, valves, or other equipment installed between the Board's water main and the point of delivery, such point being the Board's side of the meter, or between the Board's water main and the point of delivery, if a meter is not installed.
- c) "Water Tap" means the physical connection to the water main including, but not limited to fittings, valves, piping and other appurtenances installed between the Board's water main and the meter, or between the Board's water main and the point of service that is necessary to convey water from the water main to the customer's property line or point of delivery.
- d) "Water System" means all facilities owned and/or operated by the Board including, but not limited to, the treatment facilities and system of pipes, pumps, valves, fittings, meters, storage tanks, etc., used for supplying potable water and that are used in connection with the Board's public water service.

6.3. Water Service, Generally

- a) Availability of Service - Any person desiring water service from the Board should confirm with an Authorized Representative of the Board the availability of the desired service and the location of point of service before installing any plumbing facilities.
- b) Point of Service - The point of service is the location where the Customer's plumbing facilities connect to the Board's water system and where service to the Customer begins. It is also the location where the responsibility for maintaining the water facilities passes from the Board to the Customer. The point of service is generally

located at the water meter. If no meter is required, the point of service is the location where the Board's pipe is connected to the Customer's plumbing facilities.

- c) Customer Responsibilities - The Customer is responsible for furnishing, installing and maintaining, at his/her own expense, the piping and associated apparatus which begins at the point of service designated by the Board, and extends to the premises or location served. Any breaks that occur in this portion of the piping shall be promptly repaired or replaced; otherwise, water service may be discontinued until such repairs or replacements are made.
- d) Installation and Removal of Water Meters Prohibited – No person shall, without the consent of an Authorized Representative of the Board, do any of the following acts:
 - i) Disconnect or remove a water meter (being any device used to measure the quantity of water consumed) from any location; or
 - ii) Install a water meter at any location or premises; or
 - iii) Avoid payment of water bill by consuming water passing through a meter not installed by or without the consent of the Board.

Proof that any of the above enumerated acts were done on the premises in the possession of the accused or that the accused received the benefit of said actions shall be prima facie evidence that the accused committed such act or aided or abetted in the commission thereof maliciously or with the intent to injure or defraud the Board. Any person found committing such will be subject to discontinuance of service, fines, penalties and prosecution. (see Section 3.11, Unauthorized Use, Prohibited Practices and Acts.)

- e) Resale of Water Prohibited – No person receiving water service from the Board is permitted to resale water to other persons. This prohibition does not apply to municipalities, utility districts, or certain other governmental agencies receiving water service under special contracts with the Board or water bottling and/or beverage companies.
- f) Grounding of Electrical Systems to Water Lines Prohibited - In an effort to ensure the safety of Board employees, and to minimize the risk of exposure to electrical shocks while performing work involving leaking water services, meter change outs, and repairs of any nature, no person shall ground an electrical system to any water piping system. Any liability resulting in the grounding of an electrical system to the water lines will be the responsibility of the property owner.
- g) Supply not Guaranteed - The Board does not guarantee an uninterrupted supply of water or the supply of water at a uniform pressure. If a greater or lesser pressure than is normally available at the point of delivery is required by the Customer or Owner, the cost of providing such greater or lesser pressure shall be borne by the Customer or Owner.
- h) Interruption of Supply - The Board reserves the right, as necessity may arise, in case of a line break, emergency or for other unavoidable cause, to turn-off the water supply without notice when necessary, for the purpose of making repairs, connections or for any other purposes. In such case, the Board shall incur no liabilities for any

damage to any customer's property caused by cutting off the water, lessening the supply, inadequate pressure, or poor quality of water or by resumption of service without notice after such interruptions. Additionally, the Board will not be responsible or liable for damage caused by low pressure or no service. Moreover, should the Board's ability to deliver water be prevented, impaired, curtailed, or delayed by reason of fire, windstorm, strike, riot, civil commotion or act of God, break in lines or any other similar cause or reason beyond the control of the Board, it is understood that the Board shall not be liable to any customer or owner for any direct or consequential damages caused by, resulting from, or attributable to any such inability to perform.

- i) Supply Shortage or Supply Emergency - In the event of an emergency, the Board reserves the right to immediately employ any means necessary to protect life, property or the general health and safety of the water customers or the general public as related to the provision of water services. Further, the Board shall have the right to reserve a sufficient supply of water at all times in its storage tanks to provide for fires and other emergencies, and may restrict the quantity of water used by Customers in case of scarcity, or whenever the public welfare may require such actions.

6.4. Taps and Service Connections

- a) Tapping and Connection - All water taps and service connections made to the Board's water system shall be made or installed by the Board, or under the Board's supervision, in compliance with the Board's specifications, and all applicable state and local laws, codes, regulations and rules.
- b) Permit to Connect, Required – No person shall uncover, connect any premises to, make any connection with, use, alter, or disturb the Board's water system or appurtenances thereof without first obtaining permission from an Authorized Representative of the Board. Any person found to be committing such acts will be subject to discontinuance of service, fines, penalties and prosecution.
- c) Tap Fee – A tap fee, in the amount established by the Board, will be assessed for all new taps that are made to the water system. The amount of the tap fee will be based on the size of water meter installed or, if no meter is installed, the size of the water tap requested. The tap fee includes the costs of tapping the main line and extending a specific length of service line to the property line or other location as specified by the Board. The tap fee does not include the fee for setting the water meter, if a meter is required. Meter set fees will be charged separate and apart from the tap fee. In general, tap fees will be charged when a new or additional water service connection is made or when the size of a water service connection is increased.
- d) Location of Service Connection – Prior to installing plumbing facilities, a Customer should confirm with an Authorized Representative of the Board the location of the service connection (i.e., point of service) for the premises, lot or parcel being served. In all cases, the decision of the Board regarding the location of the service connection shall be final. A person may request that the service connection be relocated, and if the Board agrees to such request, the cost of the relocation shall be paid by the person prior to such relocation. If conditions in the field create an additional expense for the Board, the person will be notified and given the option to pay the additional expense

or terminate the installation with all prepaid fees being refunded. The Board does not guarantee that a service connection can be installed at the location requested and the decision of the Board regarding the location of the service connection shall be final.

6.5. Connections to the Water System Required; Use of Private Wells Restricted

- a) Generally – In order to protect the health, safety and welfare of the citizens of the City of Tuskegee by protecting the quality and integrity of the water supplied to its citizens through the public water system, the Code of the City of Tuskegee requires that the owner, tenant or occupant of: (i.) all houses, buildings, or properties used for human occupancy, employment, recreation, or other purposes; and (ii) each lot or parcel of land located within the City of Tuskegee and abutting on the street, alley or right-of-way in which there is now located or may in the future be located a water main of sufficient supply and capacity, to connect to, at the owner’s, tenant’s or occupant’s expense, the water main and prohibits the use of any other water supply, except as follows:
 - i) No person shall be required to use or connect to the Board’s water supply for the purpose of irrigating landscape or recreational use.
 - ii) No person shall, upon written approval of the Board, be required to connect to the Board’s water supply for process use, which is the commercial use of water not intended for human consumption, provided the Customer complies with the Board’s cross connection requirements.
 - iii) No private residence shall be required to use or connect to the Board’s water supply system if the person's water supply is served by a well, until such time as water shall cease to be available from the well without substantial alteration of the well, or the water from the well does not conform to state and local health standards. Upon failure of the well to meet the requirements of this exception, the private resident will be required to make application to Board for water service.
- b) Failure to Connect - Whenever the Board finds that a person has not made the connections required, the Board shall direct the person by written notice to make or cause to be made the connections within ninety (90) days from the date notified. If such tenant or occupant shall fail to connect to the water system, after ninety (90) days’ notice to do so, it shall thereafter be unlawful for any owner, tenant or occupant to use or lease such property until such premises shall have been connected to the Board’s water system. It shall be unlawful for a person required to connect with the Board’s water system to fail, neglect or refuse to make or cause to be made the connection within the time specified in the notice. Written notice to the owner shall be sufficient notice for the purposes of this subsection. Such notice shall be given by registered or certified mail. The return of such notice of service thereof shall be prima facie evidence of such notice.

6.6. Meters and Metering Equipment

- a) Generally – the Board will furnish the metering equipment necessary to accurately measure the water supplied to a customer. All meters shall be installed by the Board, or under the Board’s supervision, in compliance with the Board’s specifications, and all applicable state and local laws, codes, rules and regulations. Prior to installing

- plumbing and water service equipment and facilities, the Customer should contact an Authorized Representative of the Board to determine the Board's specific requirements relating to the meter installation.
- b) Meter Set Fee – Where a new or existing water service connection exists but where a water meter is not installed, the Customer requesting water service will be required to pay a meter set fee, in the amount established by the Board, for installing a water meter at the service location. The amount of the meter set fee will be based on the size of water meter installed and includes the costs of the meter, meter box, and supply-side meter valve. This meter set fee is separate and apart from the tap fee and will be charged in addition to any tap fee that may apply.
 - c) Location of Meters and Meter Boxes – Water meters and meter boxes shall be installed at the location specified by the Board. Generally, the Board will require meters to be installed at or near the property line of the property supplied and at locations that are readily accessible to the employees, representative, and/or agents of the Board. In all cases, the final determination of the location of water meters shall be made by the Board.
 - d) Accessibility of Meters and Facilities – Generally, the Board or its duly authorized employee, representative or agent shall have access to the Customer's premises at all reasonable times for the purpose of reading meters, testing, repairing, removing, inspecting, or changing any or all facilities and equipment of the Board. Failure of the Customer to permit the Board or its duly authorized representative or agent reasonable access to its facilities or equipment for inspection, maintenance, repair or removal shall subject the Customer to discontinuance of service. By accepting service from the Board, a customer shall consent and agree to such access or such removal.
 - e) Individual Meters Required, Exceptions – A separate water meter is required for each individually owned and platted lot and for each unit of apartment, duplex, townhouse, condominium, and strip mall complexes and other similar multi-unit developments (e.g., trailer parks, RV parks, etc.). Where an existing house, building or property having a single service and meter is subsequently divided into multiple units (e.g., made into a duplex, apartments, etc.), the Owner will be required to install a separate water meter for each individual unit. This requirement shall not be construed as preventing the Board from entering into an agreement or arrangement with a commercial, a governmental, an institutional or an industrial user whereby more than one (1) building is supplied by a single meter.
 - f) Master Meter Installations Prohibited, Exceptions – Generally, master meter installations for apartment, duplex, townhouse, condominium, and strip mall complexes and other similar multi-unit developments are no longer permitted by the Board. Where previous master water meter installations exists, the owner of the premises supplied is responsible, at the owner's expense, for operating and maintaining the piping system that exists beyond the master meter and repairing leaks and breaks that occur therein. The owner shall promptly repair any breaks that occur in the portion of the piping system for which he/she is responsible; otherwise water service may be discontinued until such repairs are made. This prohibition shall not be

construed as preventing the Board from entering into an agreement or arrangement with a commercial, a governmental, an institutional or an industrial user whereby a master meter is installed to supply such user.

- g) Billing for Master Meter Installations - Where previously permitted master meter installations exist, the following billing options are available:
 - i) One party may assume the responsibility for the full payment of the water usage for all premises so supplied. Such party may be the owner or the owner's duly authorized agent or a customer of the premises supplied, or
 - ii) Upon the request of the Owner or the Owner's agent so responsible for the water usage and with the agreement of all parties supplied, each customer may be billed separately. In such cases, the minimum water charge will be applied to each of the premises as if they were supplied through separate lines and separate meters and the volumetric charge for the water usage for each premises will be computed by dividing the water usage registered by the master meter by the number of premises supplied, before the Board's volumetric water charge is applied. Under such an arrangement, the parties shall agree that if any party fails to pay the bill when due, or violate any rules or regulations of the Board, that the Board may discontinue water service to all premises until the bill has been paid or the rules and regulations complied with.

6.7. Temporary Water Service

- a) Generally – Temporary water service is defined as water service to construction sites, fairs, carnivals, fruit stands, Christmas tree stands, and to similar locations and structures where such service will be for short duration. Where provided, temporary water service shall only be used for the purpose designated and for a period not to exceed sixty (60) days and shall be metered and billed under one of the Board's standard water rate schedules.
- b) Temporary Water Service Fee – Any person requesting temporary water service will be required to pay a temporary water service fee, in the amount established by the Board, before the temporary water service is supplied.

6.8. Irrigation/Lawn Meter Installations

- a) Generally – An irrigation meter/lawn meter may be installed by a Customer for the purposes of watering lawns, watering landscape, watering gardens, filling swimming pools or for other similar purposes. Sanitary sewer charges will not be applied to an irrigation/lawn meter installation provided such water is not returned to the Board's sanitary sewer system. The Board reserves the right to periodically inspect irrigation/lawn meter installations to verify that the water being used is not being returned to the sanitary sewer system.
- b) Application Required and Permit to Connect – Any person desiring to install an irrigation/lawn meter will be required to make application for such service and comply with the service rules and regulations of the Board. No person shall make any connection with or use water from Board's water system for irrigation without first obtaining permission from an Authorized Representative of the Board. Any person found to be taking water from the Board's water system without the

permission of the Board will be considered to be committing an unauthorized act and will be subject to fines, penalties and prosecution.

- c) Installation Charges – Where a water service exists that is suitable for the installation of an irrigation/lawn meter, the person requesting such installation will be required to pay a meter set fee, as established by the Board, for such installation. If the existing service line is not suitable for the installation of an irrigation/lawn meter, the Owner will be required to install a new water tap and pay the installation and tapping fees associated therewith.
- d) Back-Flow Prevention Device – A back-flow prevention device shall be installed on each irrigation/lawn meter to protect the Board’s public water supply. The Board will furnish and install this backflow device for 5/8 inch and 3/4 inch meter installations. On meter installations larger than 5/8 inch and/or 3/4 inch, the person requesting such installation will be required to furnish and install a back-flow prevention device meeting the Cross Connection specifications established by the Board.
- e) Monthly Charge – Bills for the quantity of water used will be rendered monthly on the basis of the meter readings obtained from the irrigation/lawn meter and the rates and charges established by the Board.
- f) No Guarantee - The Board does not guarantee that irrigation/lawn meters can be installed where requested. If conditions in the field create an additional expense for the Board, the customer will be notified and given the option to pay the additional expense or terminate the installation with all prepaid fees being refunded.

6.9. Use of a Water Hydrant

- a) Generally – Only authorized employees, representatives and agents of the Board, including authorized fire department personnel, are permitted to obtain water from any water hydrant connected to the Board’s water system.
- b) Meter Required – No person shall use water from a water hydrant without a meter being installed unless the unmetered use of water is approved by an Authorized Representative of the Board. For the mutual protection of the Customer and the Board, only authorized employees, representatives or agents of the Board are permitted to install and remove a water hydrant meter
- c) Application Required and Permit to Connect – Any person desiring to obtain water service from a water hydrant will be required to make application for such service and comply with the service rules and regulations of the Board. No person shall make any connection with or use water from a water hydrant without first obtaining permission from an Authorized Representative of the Board. Any person found to be taking water from a water hydrant without the permission of the Board will be considered to be committing an unauthorized act and will be subject to fines, penalties and prosecution.
- d) Deposit, Fees and Charges – Each application for the installation of a water hydrant meter shall be accompanied by the deposit, fees and charges established by the Board.

- e) Monthly Charge – Bills for the quantity of water withdrawn from a water hydrant will be rendered monthly on the basis of the meter readings obtained from the water hydrant meter and the rates and charges established by the Board.
- f) Customer Responsibilities – The water hydrant meter, service connections, and any other equipment or apparatus furnished by the Board shall be, and remain, the property of the Board. Each Customer shall exercise proper care to protect the property of the Board, and in the event of loss or damage to Board’s property arising from the neglect of the Customer to care for said property, the cost of the necessary repairs or replacement shall be paid by the Customer.
- g) Special Event Service - The Board, under certain terms and conditions, may authorize the use of water from a water hydrant for certain special events (i.e., craft shows, festivals, etc.). When such request is approved, the person requesting such service will be required to pay a fee, in the amount established by the Board before the water is supplied.

6.10. Private Fire Protection Service

- a) Generally – Private Fire Protection Service is defined as the provision of direct fire protection service to individual customers through customer owned hydrants, standpipes, storage tanks or sprinkler connections. The Board will offer unmetered connections to its water system for private fire protection service only where, in the opinion of the Board, its facilities are of sufficient size and capacity to provide the necessary fire flow requirements. Unless authorized by the Board, no fire protection connection shall be installed on a metered service unless that service is equipped with a fire rated metering device.
- b) Application and Permit to Connect - All persons, firms or corporations who may desire to connect to the Board’s water system for private fire protection service shall make application for such connection and will be required to comply with the specifications, rules and regulations of the Board. No person shall make any connection with or use water from the Board’s water system for private fire protection service without first obtaining permission from an Authorized Representative of the Board. Any person found to be connected to the Board’s water system without the permission of the Board will be considered to be committing an unauthorized act and will be subject to fines, penalties and prosecution.
- c) Rates, Fees and Charges - Each application for private fire protection service shall be accompanied by the deposit, fees and charges established by the Board.
- d) Monthly Charges – Bills for fire protection service will be rendered monthly on the basis of rates and charges established by the Board.
- e) Customer Responsibilities - Customers having installed fire protection service lines shall be permitted to maintain such connections subject to the following conditions and provisions
 - i) The fire service line was installed in accordance with specifications, rules and regulations of the Board.

- ii) If a Customer or Owner has leakage or any other non-fire fighting usage on his/her fire service line, then the Customer shall take action to stop and/or prevent such usage, to the Board's satisfaction, or the Customer or Owner at his/her expense may be required by the Board to install a full flow fire meter on his/her fire service line in compliance with the Board's specifications at his expense.

6.11. Water Main Extensions to Serve Individual Customers or Parcel

- a) Generally – When the Board receives a request for water service on a street or in any area where water mains and other improvements have not yet been installed or where such water mains are inadequate to supply the desired service, the Board will investigate such request and will provide an estimate of the cost of extending or upgrading its water mains and/or the cost of other improvements required to serve the applicant, if such extension or upgrade is feasible. It is the sole responsibility of the person requesting water service to pay for the cost of extending a water main to the premises, lot or parcel of land to be served or for the cost of upgrading the water system to provide the desired service. Prior to the installation, the cost of any extension and/or upgrade shall be paid, in full, by the person requesting the service. All water main extensions and upgrades shall be constructed by the Board or under the Board's supervision and in accordance with the Board's engineering and design standards.
- b) Extensions Required - Water main extensions will be required by the Board when, in the opinion of the Board, the existing water main is not of sufficient capacity to provide the requested service to the Customer. The decision of the Board will be final.
- c) Meter-Set Fees – A meter-set fee, as established by the Board, will be charged for each meter installed and shall be paid separate and apart from the cost paid for the extension.
- d) Proprietary interests; other charges - All water mains and extensions thereof, and appurtenances thereto, which are installed pursuant to this Section 7.10, shall be and remain the sole property of the Board regardless of the amount of payment required from any person or entity for the cost of installing said mains, extensions of mains, and appurtenances thereto.

6.12. Water System Installations in Subdivision Developments

- a) Generally - It is the sole responsibility of the developer to pay for and install water lines, valves, hydrants, and other water line appurtenances, which meet the requirements of the Board, within the bounds of a subdivision site and along the road or highway adjacent to the subdivision site, if required, to connect such system to the public water system. Such installations shall be made in accordance with the Board's engineering and design specifications, and other applicable rules and regulations of the Board. If the subdivision is not located adjacent to an existing water main, or the existing water main is insufficient to supply the subdivision, it will be the responsibility of the developer to install a water main from an existing main of adequate supply and capacity to the site of the development. The developer shall be solely responsible for the preparation and expense of all permits required for the

- installation of water lines up to and within the subdivision, including but not limited to the Department of Transportation, ADEM, City and County permits.
- b) Upgrade of Existing Lines and Facilities - The Board may require the developer to upgrade, upsize or over size the water lines and appurtenances installed within and up to a subdivision development for the purpose of improving the overall performance of the Board's water system. In such instances, the Board's financial participation will be agreed upon on a case-by-case basis.
 - c) Board Participation - The Board, on a case-by-case basis, may agree to share with the developer in the cost of installing a water system for a subdivision development. If such cases, the exact amount of participation must be agreed upon by both parties and recorded in writing before construction begins. Under no circumstances will the Board negotiate an amount of participation after construction of the water system has begun.
 - d) Submittal of Plans; Fees and Charges - Any developer desiring to install water lines and appurtenances in a subdivision shall submit plans and specifications for such installation as required by the Board for the Board's review and approval. The developer shall pay the Board for actual engineering expenses incurred by the Board for the review and approval of the plans for the water system. The Board may also require the developer to pay an application fee in the amount established by the Board for each proposed subdivision and for each new subdivision phase submitted to cover administrative expenses incurred by the Board for the review and approving such submittals. The application fee shall be paid when preliminary plans are submitted for review.
 - e) Acceptance and Maintenance - All water mains and extensions thereof, and appurtenances thereto, which are installed pursuant to this Section 7.12, shall become, upon acceptance by the Board, the sole property of the Board regardless of the amount of payment required from any person or entity for the cost of installing said mains, extensions of mains, and appurtenances thereto. The Board will not accept as property or for maintenance any water system installations or improvements unless such installations or improvements are constructed to the Board's standards and are accepted and approved, in writing, by the Board. If any improvements are not completed and accepted for maintenance by the Board within two (2) years from the date of plan approval by the Board, then the water system plans must be resubmitted to the Board for approval prior to construction. All improvement plans resubmitted must comply with the Board's engineering and design standards then in effect.

6.13. Cross-Connection Control

- a) Generally – It is recognized by the Board that cross connections allowing non-potable water or other foreign substances to contaminate the drinking water supply present an imminent health hazard to both residential and non-residential users of the public water system and the threat of significant economical loss due to disrupted water service to commercial, industrial and institutional water users. Therefore, the Board has established a Cross Connection Control program for the purpose of detecting and preventing cross connections that create or have the potential to create imminent and substantial danger to public health by and from contamination due to cross connection

- b) Definitions - As used in this Section 7.13 , the following terms shall have the following meanings:
- i) “System” all pipes, tanks, and conduits that are used by the Board for distributing potable water, and that are used in connection with the Board’s public water service.
 - ii) “Cross-Connection” any physical arrangement whereby the Board’s water system is connected directly or indirectly, with any other water supply system or other source of water supply or contaminant (such as private wells, tanks, and industrial equipment) and any pipe of the water system, or any pipe which is connected to the water system; any physical connection between the water system and any tank, well or other container which also has physical connection with any other source of water supply or contaminant; or any condition or arrangement whereby it is possible for water or contaminant from any other source of supply to be introduced into the water system.
 - iii) “Backflow Prevention Device” a device or means to prevent the flow of water or other liquids/contaminants into the Board’s water system.
 - iv) “Suitable Backflow Prevention Device” a Backflow Prevention Device that is approved by the Board pursuant to this section.
- c) Cross-Connections Prohibited - No person shall install, permit to be installed, or maintain any Cross-Connection between the Board’s water system and other source of water or contaminant. The Board shall deny or discontinue water service to a premises upon a violation of this requirement, and service shall not be restored until the violation has been corrected or eliminated except as follows:
- i) The Board may permit a connection between the Board’s water system and the public water supply of another public water utility provided such other public water utility prohibits and regulates Cross-Connections in accordance with state law.
 - ii) The Board may allow a Cross-Connection where suitable protective measures and devices are installed, tested and maintained to ensure that, on a continuing basis, the Board is fully protected from the other source of water or contaminant.
- d) Suitable Backflow Protection Devices Required – The installation of a Suitable Backflow Prevention Devices will be required by the Board as follows:
- i) For each new water service connection to the Board’s water system.
 - ii) For each water service connection to the Board’s water system and on a premises, where the water service connection is replaced. Replacement of a water service connection is defined as the removal and installation of the existing Customer meter and service line.
 - iii) The Board may require that a Backflow Prevention Device be removed and replaced where it reasonably appears that such device is no longer affording appropriate adequate protection of the System.
 - iv) The Board shall deny or discontinue water utility service to a premises if a required Backflow Prevention Device is not installed as stated in this Section 7.13 or properly maintained such that the device either fails for its intended purpose or is reasonably likely to fail for its intended purpose. Water service shall not be

restored to such premises until the deficiencies related to the Backflow Prevention Device have been corrected.

- e) Approval of Suitable Backflow Prevention Devices - The Board shall consider and approve Suitable Backflow Prevention Devices for a premises' water service connection based on the degree of hazard, reports by nationally recognized testing laboratories, manufacturer's recommendations, and the danger posed to the public water system should backflow occur. In cases where the danger posed to the public water system is material, the Board may require, in addition to any Suitable Backflow Prevention Device, other protective measures, including but not limited to an approved air gap. The Board shall deny or discontinue water utility service to a premises unless such requirements are met
- f) Testing and Maintenance - Each Backflow Prevention Device shall be routinely tested and maintained by the owner of the premises served by the device.
- g) Right of Entry for Inspection - Authorized employees, representatives and agents of the Board shall have the right to enter any building or premises served by the Board during normal business hours for the purposes of inspecting, observing, measuring, sampling, and testing of the backflow prevention device in accordance with the provisions of this section. Refusal to allow entry constitutes grounds for discontinuance of water utility service by the Board.

SECTION 7.0
SANITARY SEWER SERVICE

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SECTION 7.0
SANITARY SEWER SERVICE

7.1. Scope and Applicability

This Section 7.0 includes general rules and regulations governing the rendering of sanitary sewer service by the Board. Certain portions of this section are taken from the Code of the City of Tuskegee and it is the intent of these rules and regulations to establish a relationship between the City, Board and the Board's customers. They are to supplement and amplify existing ordinances of the City of Tuskegee and, in case of variance between these rules and regulations and ordinances of the City of Tuskegee, the ordinances will prevail. In addition to these rules and regulations, any person desiring sanitary sewer service will be required to comply with: (1) the building and plumbing codes or other applicable rules and regulations of the City of Tuskegee or of other applicable rules, regulations and specifications of the Board. Any person desiring sanitary sewer service should contact an Authorized Representative of the Board to determine the specific requirements relating to the particular service that is requested.

7.2. Definitions Applicable to this Section

- a) **BOD (denoting Biochemical Oxygen Demand)**: The quantity of oxygen utilized in the bio-chemical oxidation of organic matter under standard laboratory procedure in five (5) days at twenty (20) degrees centigrade, expressed in milligrams per liter.
- b) **Building drain**: That part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five (5) feet outside the inner face of the building wall.
- c) **Building sewer**: The extension from the building drain to the public sewer or other place of disposal.
- d) **Combined Sewer**: A sewer receiving both surface runoff and sewage.
- e) **Customer's Service Line**: The pipes of the Customer which extend from the point of connection to the premises.
- f) **Industrial Wastes**: The liquid wastes from industrial manufacturing processes, trades, or businesses as distinct from sanitary sewage.
- g) **pH**: The logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.
- h) **Public Sewer**: A sewer in which all owners of abutting properties have equal rights, and is controlled by the Board.
- i) **Sanitary Sewer**: A sewer which carries sewage and to which storm, surface, and ground waters are not intentionally admitted.
- j) **Service Line or Service Lateral**: The pipe installed between the sanitary sewer main and the Owner's or Customer's premises.

- k) Stub-Out: The fitting installed on the sanitary sewer main, sewer line extending from the sanitary sewer main to the public right-of-way line or an easement limit for the property or other point of connection established by the Board.
- l) Sewage: A combination of the water carried wastes from residences, business buildings, institutions and industrial establishments, together with such ground surface, and storm waters as may be present.
- m) Sewage Treatment Plant: Any arrangement of devices and structures used for treating sewage.
- n) Sewage Works: All facilities for collecting, pumping, treating, and disposing of sewage.
- o) Sewer: A pipe or conduit for carrying sewage.
- p) Slug: any discharge of water, sewage, or industrial waste which in concentration of any given constituents or in quantity of flow exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times the average twenty-four (24) hour concentration or flows during normal operation,
- q) Storm drain (sometimes referred to as “storm sewer”): A sewer which carries storm and surface waters in drainage, but excludes sewage and industrial wastes, other than unpolluted cooling water.
- r) Suspended Solids: Solids that either float on the surface of, or are in suspensions in water, sewage, or other liquids, and which are removable by laboratory filtering.
- s) Water Course: A channel in which a flow of water occurs, either continuously or intermittently.

7.3. Sanitary Sewer Service, Generally

- a) Availability of Service - Any person desiring sanitary sewer service from the Board should confirm with an Authorized Representative of the Board the availability of the desired service and the location of the location of the sanitary sewer service connection before installing any sewer facilities.
- b) Point of Service – Point of service is the location where the Customer’s sanitary sewer line connects to the Board’s sanitary sewer system and where sanitary sewer service to the Customer begins. It is also the location at which the responsibility of maintaining the sewer facilities passes from the Board to the Customer. In cases where the aforementioned does not clearly apply, the Board shall designate the point of service and the designation shall be final.
- c) Customer Responsibilities; Service Lateral - The Customer is responsible for furnishing, installing, repairing and maintaining, at his/her own expense, the service lateral that extends from the Customer’s premises, lot or parcel of land to the sewer main, including the connection at the main as well as any apparatus or appurtenance associated with said service lateral (e.g., pumps, traps, backflow valves, etc.). The Customer is responsible for clearing any blockages that may occur in the service lateral from the Customer’s premises, lot or parcel of land to the sewer main. The Customer shall promptly repair any breaks or stoppages that occur in the service

lateral; otherwise, sanitary sewer service may be discontinued until such repairs are made.

- d) Limitation of Liability - The Board will at all times use reasonable diligence to provide continuous service but shall not be liable to the owner or Customer for any damages or loss caused by failure or interruption of service. The Board is not liable in instances where sewer backups occur due to conditions beyond the Board's control, such as power failures, stoppages, etc., that cannot be prevented through industry accepted standard maintenance procedures. Should the Board's ability to or treat sewage be prevented, impaired, curtailed, or delayed by reason of fire, windstorm, strike, riot, civil commotion or act of God, break in sewer lines, failure of sewer system pumping equipment and components or any other similar cause or reason beyond the control of the Board, it is understood that the Board shall not be liable to any Customer for any direct or consequential damages caused by, resulting from, or attributable to any such inability to perform

7.4. Taps, Service Connections, Service Lines

- a) Tapping and Connections, Generally - All taps and service connections made to the Board's sanitary sewer system shall be made or installed by the Board, or under the Board's supervision, in compliance with the Board's engineering and design standards, and all applicable state and local laws, codes, regulations and rules.
- b) Permit to Connect, Required – No person shall uncover, make any connection with, use, alter, or disturb the Board's sanitary sewer system or appurtenances thereof without first obtaining permission from an authorized representative of the Board. Any found to be committing such acts will be subject to discontinuance of service, fines, penalties and prosecution.
- c) Location of Service Connection – Prior to installing plumbing facilities, an Owner or Customer should confirm with an authorized representative of the Board the location of the sanitary sewer service connection (i.e., point of connection) for the premises or property being served. The decision of the Board regarding the location of the sanitary sewer service connection will be final. An Owner may request that the sanitary sewer service connection be relocated, and if the Board agrees to such request, the cost of the relocation shall be paid by the Owner prior to such relocation.

7.5. Fees and Charges

- a) Connection Fees, Generally – When a new sanitary sewer service connection is requested, the Customer will be required to pay a connection fee, in the amount established by the Board, before such connection is permitted. The amount of this connection fee will be based on the size of water meter installed at the premises whether such meter is installed by the Board or some other water purveyor. This connection fee will be charged separate and apart from the stub-out fee set forth in subparagraph c, below and will be required to be paid by any person connecting to the Board's sanitary sewer system regardless of whether a stub-out fee is incurred.
- b) Connect fees for Master-Metered Residential Developments – The connection fee for master-metered residential developments including, but not limited to, multi-family developments, RV parks and manufactured home parks shall be levied on a “per

dwelling unit” basis; that is, the sewer system connection fee for master-metered residential developments shall be calculated by multiplying the number of dwelling units in a multi-family development or the number of spaces/pads in a RV or manufactured home park by the sewer connection fee in effect for a ¾ inch meter.

- c) Stub-Out Fee – Where a stub-out is required to connect the Owner’s sanitary sewer service line to the Board’s sanitary sewer main, the Owner will be required to pay a Stub-Out fee, as established by the Board, for installing a stub-out fitting on the sanitary sewer main. This stub-out fee includes the cost of installing the fitting on the sanitary sewer main and extending a service line from the sanitary sewer main to the public right-of-way line or an easement limit for the property or other point of connection established by the Board. The amount of the stub-out fee will be based on the size service line installed.

7.6. Connection to Sanitary Sewer System Required

- a) Generally – In accordance with the Code of the City of Tuskegee, the owners of all houses, buildings, or properties used for human occupancy, employment, recreation, or other purposes situated in the City of Tuskegee and abutting on the street, alley or right-of-way in which there is now located or may in the future be located a sanitary sewer main of sufficient capacity, is hereby required at such owner’s expense to install such suitable toilet facilities therein, and to connect such facilities directly to the proper public sewer in accordance applicable rules and regulations of the City and of the Board within ninety (90) days after date of official notice to do so, provided such public sewer is within one hundred (100) feet of the property line. (Code of City of Tuskegee §12-50)
- b) Failure to Connect; Owners Expense – If any such owner, tenants or occupant fails or refuses after ninety (90) days’ notice to make the connection, the City or Board may cause the same to be made at the expense of the owner and the cost thereof shall be a lien upon the property prior to all other liens, except for taxes, and the same may be collected as other debts are collected or liens enforced. (Code of City of Tuskegee §12-51)

7.7. Written Notice; Charge for Failure to Connect

- a) Notice - Written notice to the owner hereinabove referred to shall be sufficient notice for the purposes of Section 7.7.b. Such notice shall be given by registered or certified mail by the Mayor or City Clerk. The return of such notice of service thereof shall be prima facie evidence of such notice. If notice to any nonresident owner is required, it shall be given by certified or registered mail, or if the address of the nonresident is not known, by publication once a week in a newspaper published in and of general circulation in the city. (Code of City of Tuskegee §12-52)
- b) Charge for failure to Connect - Any owner, tenant or occupant who fails or refuses after ninety (90) days’ notice to make the connection, the city may cause the Board to charge the occupant of the structure the same sewer charge as if the occupant had connected to the sanitary sewer system. (Code of City of Tuskegee §12-52)

7.8. Separate Sewers for Separate Buildings, exceptions

A separate and independent building sewer shall be provided for every building; except that where one (1) building stands at the rear of another on an interior lot and no sanitary sewer is available or can be constructed to the rear building through an adjoining alley, court, yard, or driveway, the building sewer from the front building may be extended to the rear building and the whole considered as one (1) building sewer. (Code of City of Tuskegee §12-56)

7.9. Use of Old Building Sewers

Old building sewers may be used in connection with new buildings only when they are found, on examination and test by the City and/or Board, to meet all requirements of this Section. (Code of City of Tuskegee §12-57).

7.10. Building Sewer Specifications; Applicable Codes

The size, slope, alignment and materials of construction of a building sewer, and the methods to be used in excavating, placing of the pipe, jointing, testing, and backfilling, the trench, shall all conform to the requirements of the building and plumbing codes or other applicable rules and regulations of the City of Tuskegee or the applicable rules, regulations and specifications of the Board. (Code of City of Tuskegee §12-58)

7.11. Elevation of Building Sewer

Whenever possible, the building sewer shall be brought to the building drain at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewer carried by such building drain shall be lifted by an approved means and discharged to the building sewer. Specifically, no Gravity Sewer connection shall be made to the sanitary sewer system where the basement floor or first floor finished elevation of the premise is not at least 18 inches higher than the rim of receiving manhole or rim elevation of the first upstream manhole. (Code of City of Tuskegee §12-59)

7.12. Prohibited Connections to Building Sewer; Exceptions

No person shall make connection of roof downspouts, exterior foundation drains, areaway drains, or other sources of surface runoff or groundwater to a building sewer or building drain which in turn is connected directly or indirectly to a the Board's sanitary sewer system. (Code of City of Tuskegee §12-60)

7.13. Specifications of Connection to Public Sewers

The connection of the building sewer into the public sewer shall conform to the requirements of the building and plumbing codes or other applicable rules and regulations of the City and the Board. (Code of City of Tuskegee §12-61)

7.14. Inspection; Supervision

The applicant for the building sewer permit shall notify the Board when the building sewer is ready for inspection and connection to the Board's sanitary sewer system. The connection shall be made either by the Board or under the supervision of the Board. (Code of City of Tuskegee §12-62)

7.15. Use of Public Sewers

- a) Discharge of stormwater, surface water, etc. - No person shall discharge or cause to be discharged any stormwater, surface water, groundwater, roof runoff, subsurface drainage, uncontaminated cooling water, or polluted industrial process waters to the Board's sanitary sewer system. (Code of City of Tuskegee §12-70)
- b) Discharge of certain waste prohibited (Code of City of Tuskegee §12-72) – No person shall discharge or cause to be discharged any of the following described waters or wastes to Board's sanitary sewer system:
 - 1) Any gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, solid, or gas.
 - 2) Any waters or wastes containing toxic or poisonous solids, liquids, or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or create a hazard in the receiving waters of the sewage treatment plant, including, but not limited to, cyanides in excess of two (2) mg/l as CN in the wastes as discharged to the Board's sanitary sewer system.
 - 3) Any waters or wastes having a pH lower than five and five-tenths (5.5) or having other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the Board's sewage works.
 - 4) Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the Board's sanitary sewer system such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, woods, unground garbage, whole blood, paunch manure, hair and fleshings, entrails and paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.
- c) Discharge of Certain Substances Prohibited (Code of City of Tuskegee §12-73) - No person shall discharge or cause to be discharged the following described substances, materials, waters, or wastes if it appears likely in the opinion of the Board that such wastes can harm either the sewers, sewage treatment process, or equipment, have an adverse effect on the receiving stream, or can otherwise endanger life, limb, public property, or constitute a nuisance. In forming such opinion as to the acceptability of these wastes, the Board will give consideration too such factors as the quantities of subject wastes in relation to flows and velocities in the sewers, materials of construction of the sewers, nature of the sewage treatment process, capacity of the sewage treatment plant, degree of treatability of wastes in the sewerage treatment plant and other pertinent factors. The substances prohibited are:
 - 1) Any liquid or vapor having a temperature higher than one hundred sixty (160) degrees of Fahrenheit.
 - 2) Any water or waste containing fats, wax, grease, oils, whether emulsified or not, in excess of one hundred (100) mg/l or containing substances which may solidify

or become viscous at temperatures between thirty-two (32) and one hundred fifty (150) degrees Fahrenheit (zero and sixty-five (65) degrees Celsius).

- 3) Any garbage that has not been properly shredded. The installation and operation of any garbage grinder equipped with a motor of three-fourths horsepower (0.76 hp metric) or greater shall be subject to the review and approval of the Board.
 - 4) Any waters or wastes containing strong acid, iron pickling wastes, or concentrated plating solutions whether neutralized or not.
 - 5) Any waters or wastes containing iron, chromium, copper, zinc, and similar objectionable or toxic substances; or wastes exerting an excessive chlorine requirement to such degree that any such material received in the composite sewage the sewage treatment works exceeds the limits established by the Board for such materials.
 - 6) Any waters or wastes containing phenols or other taste or odor producing substances, in such concentrations exceeding limits which may be established by the Board as necessary, after treatment of the composite sewage, to meet the requirements of the state, federal, or other public agencies of jurisdiction for such discharge to the receiving waters.
 - 7) Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the Board in compliance with applicable state or federal regulations
 - 8) Any waters or wastes having a pH in excess of 9.5.
 - 9) Materials which exert or cause:
 - (i) Unusual concentrations of inert suspended solids (such as, but not limited to: fuller's earth, lime slurries, and lime residues) or of dissolved solids (such as, but not limited to: sodium chloride and sodium sulfate)
 - (ii) Excessive discoloration (such as, but not limited to: dye wastes and vegetable tanning solutions)
 - (iii) Unusual BOD, chemical oxygen demand, or chlorine requirements in such quantities as to constitute a significant load on the sewage treatment works.
 - (iv) Unusual volume or flow or concentration of wastes constituting "slugs" as defined herein
 - 10) Waters or wastes containing substances which are not amenable to treatment or reduction by the sewage treatment process employed, or are amenable to such degree that the sewage treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.
- d) Actions of the Board pertaining to deleterious substances and characteristics (Code of City of Tuskegee §12-74)- If any waters or wastes are discharged, or are proposed to be discharged to the public sewers, which waters contain the substances or posses the characteristics enumerated and which in the judgment of the Board may have a deleterious effect upon the sewage works, processes, equipment, or receiving waters

or which otherwise create a hazard to the life or constitute a public nuisance, the Board may:

- 1) Reject the wastes;
 - 2) Require pretreatment to an acceptable condition for discharge to the public sewers;
 - 3) Require control over the quantities and rates of discharge; and/or
 - 4) Require payment to cover the added cost of handling and treating the wastes not covered by existing sewer charges established by the Board.
 - 5) If the Board permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the Board, and subject to the requirements of all applicable codes, ordinances, and laws.
- e) Grease, Sand and Oil Interceptors -Grease, oil and sand interceptors shall be provided when in the opinion of the Board, they are necessary for the proper handling of liquid wastes containing grease in excessive amounts, or any flammable wastes, sand, or other harmful ingredients; except that such interceptors shall be of a type and capacity approved by the Board and shall be located as to be readily and easily accessible for cleaning and inspection. (Code of City of Tuskegee §12-75)
- f) Treatment of Water and/or Wastes Must be Maintained – where preliminary treatment or flow-equalizing facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the owner at such owner’s expense. (Code of City of Tuskegee §12-76)
- g) Control of Industrial Wastes – When required by the Board, the owner of any property serviced by a building sewer carrying industrial wastes shall install a suitable control manhole together with such necessary meters and other appurtenances in the building sewer to facilitate observation, sampling, and measurement of the wastes. Such manhole, when required, shall be accessibly and safely located, and shall be constructed in accordance with plans approved by the Board. The manhole shall be installed by the owner at such owner’s expense, and shall be maintained by such owner as to be safe and accessible at all times. (Code of City of Tuskegee §12-77)
- h) Standard Methods for the Examination of Water and Wastewater – All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in this section shall be determined in accordance with the latest edition of “Standard Methods for the Examination of Water and Wastewater,” published by the American Public Health Association, and shall be determined at the control manhole provided, or upon suitable samples taken at such control manhole. In the event that no special manhole has been required , the control manhole shall be considered to be the nearest downstream manhole in the public sewer system to the point at which the building sewer is connected. Sampling shall be carried out by customarily accepted methods to reflect the effect of constituents upon the sewage works and to determine the existence of hazards to life, limb, and property. (The particular analyses involved will be determined whether a twenty-four-hours composite of all outfalls of a

premises is appropriate or whether a grab sample should be taken. Normally, but not always, BOD and suspended solids analyses are obtained from twenty-four-hour composite of all outfalls whereas pH values are determined from periodic grab samples. (Code of City of Tuskegee §12-78)

- i) Agreements between Board and Industries – No statement contained in this Section 8.14 shall be construed as preventing and special agreement or arrangement between the Board and any industrial concern whereby, an industrial waste of unusual strength or character may be accepted by the Board for treatment, subject to payment therefor by the industrial concern. (Code of City of Tuskegee §12-79)

7.16. Enforcement

- a) Powers and authority of inspectors – The Board and other duly authorized representatives and employees bearing proper credentials and identification shall be permitted to enter all properties for the purpose of inspection, observation, measurement, sampling, and testing in accordance with the provisions of this Section 8. The Board shall have no authority to inquire into any processes including metallurgical, chemical, oil, refining, ceramic, paper, or other industries beyond that point having a direct bearing on the kind and source of discharge to the sewers or waterways or facilities for waste treatment. (Code of City of Tuskegee §12-90)
- b) Inspectors permitted to enter easements - The Board and other duly authorized representatives and employees bearing proper credentials and identification shall be permitted to enter all private properties through which the Board holds a duly negotiated easement for the purpose of, but not limited to, inspection, observation, measurement, sampling, repair, and maintenance of any portion of the sewage works lying within such easement. All entry and subsequent work, if any, on such easement shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property involved. (Code of City of Tuskegee §12-92)
- c) Damaging or destroying structures and equipment unlawful - No unauthorized person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance, or equipment which is a part of the sewage works. Any person violating this provision shall be subject to immediate arrest under the charge of disorderly conduct. (Code of City of Tuskegee §12-93)

7.17. Sanitary Sewer Main Extensions to Serve an Individual Customer or Parcel

- a) Generally – When the Board receives an application for sanitary sewer service on a street or in any area where sanitary sewer mains have not yet been installed or where the sanitary sewer mains are not of sufficient capacity, the Board will investigate such request and will provide an estimate of the cost of extending its sanitary sewer lines or other improvements to serve the applicant, if such extension is feasible. It is the sole responsibility of the person requesting sanitary sewer service to pay for the cost of extending a sanitary sewer main to the premises or property served or for the cost of upgrading the sanitary sewer system to provide the desired service. Prior to the installation, the cost of any extension shall be paid, in full, by the person requesting the extension. All sanitary sewer extensions shall be constructed by the Board or

under the Board's supervision and in accordance with the Board's, specifications, rules and regulations.

- b) Extensions Required – Sanitary sewer main extensions will be required by the Board when there are no existing sanitary sewer mains to a development or when the Board has determined that the existing sanitary sewer mains are not of sufficient size and/or capacity to provide service for the development.
- c) Proprietary Interests - All sanitary sewer mains and extensions thereof, and appurtenances thereto, which are installed pursuant to this Section 8.17, shall become the sole property of the Board regardless of the amount of payment required from any person or corporation for the cost of installing said mains, extensions of mains, and appurtenances thereto.

7.18. Sanitary Sewer Installations in Subdivision Developments

- a) Generally - It is the sole responsibility of the developer to pay for and install sanitary sewer lines and other sanitary sewer appurtenances, which meet the requirements of the Board, within the bounds of a proposed subdivision site and along the road or highway adjacent to the subdivision site, if required, to connect such system to the public sanitary sewer system. Such installations shall be made in accordance with the Board's engineering and design specifications, and other applicable rules and regulations of the Board. If the subdivision is not located adjacent to an existing sanitary sewer main, or if the existing sanitary sewer main is not of sufficient capacity to serve the subdivision, it will be the responsibility of the developer to install a sanitary sewer main from an existing line of sufficient capacity to the site of the development. The developer shall be solely responsible for the preparation and expense of all permits required for the installation of the sanitary sewer lines up to and within the subdivision, including but not limited to the Department of Transportation, ADEM, City and County permits.
- b) Upgrade of Existing Lines and Facilities - The Board may require the developer to upgrade, upsize or oversize the sanitary sewer lines and appurtenances installed within and up to a subdivision development for the purpose of improving the overall performance of the Board's sanitary sewer system. In such instances, the Board's financial participation will be agreed upon on a case-by-case basis.
- c) Board Participation - The Board, on a case-by-case basis, may agree to share with the developer in the cost of installing sanitary sewer lines and appurtenances for a subdivision development. In such cases, the exact amount of participation must be agreed upon by both parties and recorded in writing before construction begins. Under no circumstances with the Board negotiate an amount of participation after construction of a development has begun.
- d) Submittal of Plans; Fees and Charges – Any developer desiring to install sanitary sewer lines and appurtenances in a subdivision shall submit plans and specifications for such installation as required by the Board for the Board's review and approval. The developer shall pay the Board for actual engineering expenses incurred by the Board for the review and approval of the plans for the sanitary sewer system. The Board may also require the developer to pay an application fee in the amount established by the Board for each proposed subdivision and for each new subdivision phase submitted to cover administrative expenses incurred by the Board for the

- review and approving such submittals. The application fee shall be paid when preliminary plans are submitted for review.
- e) Acceptance and Maintenance - All sanitary sewer mains and extensions thereof, and appurtenances thereto, which are installed pursuant to this Section 8.18, shall become, upon acceptance by the Board, the sole property of the Board regardless of the amount of payment required from any person or entity for the cost of installing said mains, extensions of mains, and appurtenances thereto. The Board will not accept as property or for maintenance any sanitary sewer installations or improvements unless such installations or improvements are constructed to the Board's standards and are accepted and approved, in writing, by the Board. If any improvements are not completed and accepted for maintenance by the Board within two (2) years from the date of plan approval by the Board, then the sanitary sewer plans must be resubmitted to the Board for approval prior to construction. All improvement plans resubmitted must comply with the Board's engineering and design standards then in effect.

7.19. Private Sewer Pumping Stations, Generally

Private sewer pumping stations and their associated force mains shall be maintained by the Customer or Owner at his/her own expense. Private force mains shall remain private until discharging into the Board's maintained force main or gravity manhole. The Board's force main ownership will commence at the Board's side of the branch isolation valve.

SECTION 8.0
SECURITY DEPOSITS, FEES AND CHARGES

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SECTION 8.0
SECURITY DEPOSITS, FEES AND CHARGES

8.1. Residential Security Deposits

- a) Generally – The security deposit requirements for residential Customers will be based on the Applicant’s or Customer’s credit rating as obtained from the Customer’s history with the Board and/or from information obtained from credit reporting agencies.
- b) Schedule of Deposits - The amount of the deposit charged will be determined based on the following schedule:

		<u>Electric Deposit</u>	<u>Water Deposit</u>	<u>Totals</u>
Schedule A Beacon Score 685 and up	Homeowner	\$50.00	\$25.00	\$75.00
	Renter	\$125.00	\$25.00	\$150.00
Schedule B Beacon Score 630 - 684	Homeowner	\$100.00	\$50.00	\$150.00
	Renter	\$250.00	\$50.00	\$300.00
Schedule C Beacon Score 629 and below	Homeowner	\$150.00	\$75.00	\$225.00
	Renter	\$300.00	\$75.00	\$375.00

If a Social Security Number is not provided by a Customer or if a Customer refuses to sign a Credit Report Authorization and Release, then the following deposits shall apply:

Homeowner	\$250.00	\$100.00	\$350.00
Renter	\$400.00	\$100.00	\$500.00

8.2. Non-Residential Security Deposits

- a) Generally - The security deposits for non-residential applicants will be determined on a case-by-case basis and, typically, will be equivalent to two months estimated bills for service.
- b) Minimum Deposit - The minimum deposit for a non-residential customer shall be as follows:
 - 1) Electric Service - \$300.00
 - 2) Water Service - \$ 50.00
- c) Deposit Options - The following deposit options are available to non-residential customers:
 - 1) For security deposits in the amount of five hundred dollars (\$500) or less, the payment shall be only in the form of cash, cashier’s or certified check.

- 2) For security deposits in amounts greater than five hundred dollars (\$500.00), payment for the first five hundred dollars (\$500.00) shall be in the form of cash and the payment of the remaining balance may be in one of the following forms:
 - i Cash, Cashier's Check or Certified Check; or
 - ii Irrevocable letter of credit equal to the amount of the required security deposit issued by a bank authorized to do business in Alabama; or
 - iii Surety bond equal to the amount of the required security deposit written by an insurance company authorized to do business in Alabama; or
 - iv Certificate of Deposit equal to the amount of the required security deposit jointly-owned by the Board and the customer with interest paid by a local financial institution directly to the customer.

8.3. General Fees and Charges

- a) Account Activation Fee – An account activation fee in the amount of twenty-five dollars (\$25.00) will be required when an account is activated, either temporarily or permanently, by a Customer at any particular location or when there is a change in occupancy. This charge is a nonrefundable and nontransferable fee for setting-up an account and shall apply to each separate delivery point and each service type (i.e., electric, water or sewer) and shall be assessed in addition to any other fees or charges required. If accounts are activated for two or more services (i.e., electric, water or sewer) concurrently, the total amount of the Account Activation Fee shall be thirty-five dollars (\$35.00). The Customer will be required to pay this Account Activation Fee before service is connected.
- b) Transfer of Service Fee – A transfer of service fee in the amount of twenty-five dollars (\$25.00) will be required when service is transferred from one service location to another. Payment of this fee will be required by the Board before service is transferred.
- c) Occupancy Change Fee – An Occupancy Change fee in the amount of twenty-five dollars (\$25.00) will be required when a customer requests that an account be transferred to another occupant. The outgoing customer will be responsible for all utility consumption, fees and charges up to the time the account is established in the new occupant's name. The new occupant will be subject to the application, deposit, rules and regulations of the Board.
- d) Non-payment Fee – A non-payment fee in the amount of ten dollars (\$10.00) will be added to a Customer's account if the account is not paid in full by 4:30 p.m. on the day preceding the scheduled cut-off date to help defray the costs of administering the cutoff process. This fee shall become due and payable as part of the account along with any other amounts owing on the customer's account for service rendered.
- e) Reinstatement Fee - A reinstatement fee in the amount of thirteen dollars (\$13.00) will be added to a Customer's account for the reinstatement of service which has been discontinued for non-payment of the account and shall be due and payable as part of the account along with any other amounts owing on the customer's account for service rendered and shall be required by the Board to be paid before service is

- reinstated. An additional reconnection fee of seventy-five dollars (\$75.00) will be added to a Customer's account, if the Customer requests that service be reinstatement before or after the normal business hours of the Board and the Board agrees with such request.
- f) Returned Check Fee/Insufficient Funds Fee - A fee in the amount of \$ 28.75 will be charged by the Board to a Customer upon notification from a banking or other institution that a check or other financial instrument, which has been offered as payment for utility services, has been returned, refused or rejected. The Customer will be required to remit, the face amount of the instrument returned plus the amount of the redemption fee as established by the Board. The Board reserves the right to require such remittance in cash. Should the Customer fail to remit the entire amount due within the time frame specified by the Board, utility services at the Customer's location or any other location at which service is rendered will be disconnected without further notice.
 - g) Meter Re-Read Fee – A Meter Re-Read fee in the amount of twenty-five dollars (\$25.00) will be added to a Customer's account for re-reading a Customer's meter, provided, the Customer's meter has been re-read in the previous twelve (12) months and the meter reading was found to have been correct. Otherwise, such re-read shall be at the expense of the Board.
 - h) Service Call /Trip Charge - A service call fee in the amount of fifty dollars (\$50.00) may be added to a Customer's account for response to a service call where it is determined that the problem was caused by or the result of Customer's equipment. The amount of this fee shall be increased to seventy five dollars (\$75.00) when such call is made before or after the normal operating hours of the Board or on days that the Board's offices are closed. This service call fee will be added to the customer's account when, in the judgment of the General Manager, the service call was unnecessary.
 - i) Payment Arrangement Fees – Customers receiving a Payment Extension or Installment Plan (see Section 4.3, *Payment Arrangements*) will be required to pay a fee as follows:
 - 1) Payment Extension Fee – A Payment Extension fee of thirteen dollars (\$13.00) will be added to a Customer's account for each Payment Extension granted by the Board for a Customer's whose Utility Service has not been discontinued for non-payment. When a Customer's Utility Service has been discontinued for nonpayment, the Customer will be required to pay a fee in the amount of thirteen dollars (\$13.00) for reinstating Utility Service plus an additional fee of thirteen dollars (\$13.00) for granting the extension. Said fees shall be added to the Customer account and shall become due and payable as part of the account along with any other amounts owing on the Customer's account for Utility Service rendered.
 - 2) Installment Plan Fee – In addition to the Payment Extension Fee(s) required above, a Customer entering into an Installment Plan arrangement with the Board will be required to pay an Installment Plan Fee in the amount of three percent (3%) of the total amount to be paid in installments. The amount of this Installment

Plan Fee shall be added to a Customer's account and shall become due and payable as part of the account along with any other amounts owing on the Customer's account for Utility Service rendered. If the Installment Plan is the result of a water leak, billing error, meter misread, meter malfunction, or other similar cause, then this Installment Plan fee shall not apply to the installment amount.

- j) Penalties for Unauthorized Use of Utility Service, Prohibited Acts - In addition to the restitution required in Section 3.11, *Unauthorized Use of Utility Service, Prohibited Acts*, the Customer shall be required to pay a penalty for such acts in accordance with the following schedule:

First Offense	\$ 100.00 Electric \$ 50.00 Water
Second Offense	\$ 200.00 Electric \$ 75.00 Water
Third Offense	\$ 300.00 Electric \$ 100.00 Water

8.4. Electric Fees and Charges

- a) Temporary Electric Service Fee, Generally - In addition to the Account Activation Fee, a Customer requesting temporary electric service will be required to pay the Board, prior to the connection of the service, a Temporary Electric Service Fee in the amount of one hundred dollars (\$100.00) to defray the cost of installing and removing the service facilities furnished by the Board. Electricity supplied to the temporary service shall be metered and billed in accordance with the Board standard rate schedules. Where the installation of a temporary electric service requires the Board to incur greater than normal costs (e.g., underground temporary service, installations requiring the extension of a primary line, etc.), then additional charges may apply. At the discretion of the Board, this Temporary Electric Service Fee may be waived if the temporary electric service is used by a governmental agency (i.e., municipal or county government agency), habitat for humanity, or other similar entity, agency or organization.
- b) Special Event Service Fee, Generally – The Board will provide temporary electric service for special events (i.e., craft shows, festivals, etc.) upon payment of seventy five dollars (\$75.00) to cover the cost of installing and removing the electric service facilities. Electricity supplied to the event shall be metered and billed in accordance with the Board standard rate schedules. At the discretion of the Board, this special event service fee may be waived if the event is sponsored by a municipal or county governmental agency. A Service Activation Fee will not be charged for such special event service.

- c) Line Extension Fees and Charges – To assure that the cost of installing electric distribution facilities does not jeopardize the financial integrity of the Board, a Customer may be required to pay, in advance, a non-refundable contribution in aid-of-construction, in an amount established by the Board, for the cost of providing such service. The contribution in aid-of-construction required, if any, will be determined in accordance with the Board’s line extension policy.

8.5. Water fees and Charges

- a) Tap Fee, Generally – The following charges shall apply for installing a water tap on an existing water main (see Section 6.4.c), *Tap Fee*):
- 1) $\frac{3}{4}$ x $\frac{5}{8}$ inch meter \$500.00
 - 2) One (1) inch meter \$600.00
 - 3) Tap Fee Includes - The water tap fee includes the costs of tapping the water main and extending no more than fifty (50) feet of three quarter ($\frac{3}{4}$) inch or one (1) inch service line. In the event more than fifty (50) feet of service line is required to reach the point of delivery, an additional charge will be assessed which includes the actual costs of the additional pipe plus one hundred ten percent (110%) of the total estimated direct materials and labor cost to install the additional pipe.
 - 4) Taps larger than one (1) inch - Charges for water taps larger than one (1) inch or for taps for multiple meter installations will be determined at the time the request is received. The charges will include the cost of making the tap plus one hundred ten percent (110%) of the total estimated direct materials and labor cost to make the tap.
 - 5) Private Fire Service taps – Charges for water taps for private fire protection service will be determined at the time the request is received. The charges will include the cost of making the tap plus one hundred ten percent (110%) of the total estimated direct materials and labor cost to make the tap.
 - 6) Street cut, additional charge - The above charges apply where no street cut is required. If a street cut is required, an additional charge of \$400.00 will be assessed.
 - 7) Additional charges, generally - Additional charges may apply if the installation requires boring or other actions that would result in greater than normal costs to the Board.
 - 8) Meter set fee not included - The tap fee does not include the fee for setting the water meter. The Customer will be required to pay, in addition to a tap fee, a meter set fee as outlined in subsection b), below.
- b) Meter Set Fees
- 1) Water Meters, Generally - The following charges apply to the installation of a water meter where there is an existing water tap and service line but where a water meter is not installed:
 - i $\frac{3}{4}$ or $\frac{5}{8}$ inch meter \$ 150.00

- ii One (1) inch meter \$ 200.00
 - iii Meter set fee includes - The meter set fee includes the costs of the meter, backflow prevention device, and meter box.
 - iv Meters larger than one (1) inch - Charges for water meter installations larger than one (1) inch or installations requiring multiple meters will be determined at the time the request is made and will include the actual cost of the meter(s) plus one hundred ten percent (110%) of the total estimated direct materials and labor cost to install the meter(s).
 - v Tap fee not included – The meter set fee does not include the cost for making a water tap. If a water tap is required, the Customer will be required to pay, in addition to the meter set fee, a tap fee as outlined in subsection a), above.
- 2) Irrigation/Lawn Meter - The following charges apply to the installation of an irrigation/lawn meter where there is an existing service line suitable for the installation of the meter. If an Irrigation/Lawn Meter is set when the initial water meter is set, then the meter set fees in subsection b), 1), above shall apply.
- i ¾ or ⅝ inch meter \$ 250.00
 - ii One (1) inch meter \$ 350.00
 - iii Charges include - The charges include the costs of the meter, backflow prevention device, and meter box.
 - iv Larger than one (1) inch - Charges for water meter installations larger than one (1) inch will be determined at the time the request is made and will include the actual meter costs plus one hundred ten percent (110%) of the total estimated direct materials and labor cost to install the meter.
 - v Tap Fee - If the installation of a new tap is required to facilitate the installation of an irrigation/lawn meter, the Customer we be required to pay, in addition to this irrigation/lawn meter set fee, a tap fee as outlined in the tap fee section above.
 - vi Additional charges - Additional charges may apply if the installation requires boring or other actions that would result in greater than normal costs to the Board.
 - vii Other - The Customer will be responsible for replacing any sod and/or landscaping that is damaged during the installation of an irrigation/lawn meter.
- 3) Water Hydrant Meter – The following shall apply when a water hydrant meter is installed for use by a contractor or other similar customer for commercial use (e.g., filling water trucks, road construction, etc.):
- i Security Deposit - The Customer will be required to pay a security deposit in the amount of five hundred dollars (\$500.00) for the use of a water hydrant meter. This deposit will be refunded after the meter has been returned.

- ii Service Activation Fee - In addition to a Service Activation Fee, the Customer will be required to pay, prior to the installation of the meter, a fee in the amount of seventy five dollars (\$75.00) for the cost of installing and removing the water hydrant meter.
- c) Temporary Water Service Fee, Generally – In addition to an Account Activation Fee, a Customer requesting temporary water service at construction sites, etc., will be required to pay the Board, prior to the connection of the water service, a Temporary Water Service Fee in the amount of one hundred dollars (\$100.00) for the cost of installing and removing the service facilities furnished and installed by the Board. Where such temporary water service can be provided by the installation of a water hydrant meter, then the Temporary Service Fee shall be reduced to seventy five dollars (\$75.00). Where the installation of a temporary water service requires the Board to incur greater than normal costs, then additional charges may apply.
- d) Special Event Service Fee – The Board may authorize the use of water from a water hydrant for certain special events (i.e., craft shows, festivals, etc.), for a specific time period, upon payment of a fee in the amount of fifty dollars (\$50.00) to cover the cost of installing and removing the water hydrant meter and the cost of the water used during the event. A service Activation Fee will not be charged for such special event service. However, if, in the opinion of the Board, a significant quantity of water usage is anticipated for the event, the Board reserves the right to charge, in addition to the special event fee, the Customer for water used during the event in accordance with the Board’s standard water rate schedules. At the discretion of the Board, this special event service fee may be waived if the event is sponsored by a municipal or county governmental agency. A Service Activation Fee will not be charged for such special event service.

8.6. Sewer Fees and Charges

- a) Connection/Access Fee – When a new connection is made to the sanitary sewer system, the Customer will be required to pay a connection fee for tying to and accessing the sanitary sewer system. The amount of this fee will be based on the size of the water meter installed as follows:
 - 1) ¾ x 5/8 inch meter \$ 400.00
 - 2) One (1) inch meter \$ 600.00
 - 3) Two (2) inch meter \$ 800.00
 - 4) Larger than two (2) inch \$ 1,000.00
 - 5) If the installation of a stub-out is required, the Customer will be required to pay, in addition to this Connection/Access Fee, a stub-out fee in the amount set forth below.
- b) Stub-Out Fee – Where the installation of a stub-out (i.e., connection to the main sewer line) is required, the Customer will be required to pay, in addition to the Connection/Access fee outlined above, a stub-out fee as follows:
 - 1) Four (4) inch stub out \$300.00.

- 2) Stub Out Fee includes – The stub out fee includes the cost of tapping the sewer main and installing up to thirty (30) feet of four (4) inch PVC line. In the event more than thirty (30) feet of service line is required to extend to the point of connection (generally the Customer’s property line), the stub-out fee shall include the actual costs of the additional pipe plus one hundred ten percent (110%) of the total estimated direct materials and labor cost to install the additional pipe.
 - 3) Street Cut; Additional charge - If a street cut is required, an additional charge of \$400.00 will be assessed.
 - 4) Larger than four (4) inch - Charges for a stub-out and service extension larger than four (4) inch will be determined at the time the request is made and will include one hundred ten percent (110%) of the total estimated direct materials and labor cost to install the stub-out.
 - 5) Ductile Iron - In the event a ductile iron service line is required a charge of one hundred ten percent (110%) of the total estimated direct materials and labor cost to install the ductile iron pipe will be assessed.
 - 6) Additional Charges, Generally - Additional charges may apply if the installation requires boring or other actions that would result in greater than normal costs to the Board.
- c) Connection Fees for Master-Metered Residential Developments – If a master-metered installation is authorized by the Board, the connection fee for such master-metered residential developments including, but not limited to, multi-family developments, RV parks and manufactured home parks shall be levied on a “per dwelling unit” basis; that is, the sewer system connection fee for a master-metered residential development shall be calculated by multiplying the number of dwelling units in a multi-family development or the number of spaces/pads in an RV or manufactured home park by the sewer connection fee in effect for a ¾ inch meter.