

## SECTION 2

### PROVISION OF WATER/WASTEWATER SERVICE

#### 2.1 Definitions

When used in these rules:

**Active Account** means that a Contract for Service exists between a customer and MAWSS, under which service is rendered and payment for said service is made on a monthly basis.

**Business Day** means the period of each day from 8:00 A.M. to 4:45 P.M., excluding holidays and weekends.

**Collection Line** means the pipes owned by MAWSS and used to collect wastewater from laterals and deliver to wastewater treatment facilities.

**Contract for Service** means the contractual document which establishes the relationship between the customer and MAWSS under which service to the customer is rendered and payment to MAWSS for said service is made.

**Customer** means an individual, corporation, partnership, firm, or association receiving water or wastewater service from MAWSS for consumption or usage within its premises.

**Day** means one twenty-four hour period, midnight to midnight.

**Developer** means an individual, private or public corporation, partnership, firm or association or other entity, including governmental agencies and other units of government developing property for resale, rental or lease, to which water and/or wastewater service will be rendered by MAWSS.

**Distribution Line** means the pipes owned by MAWSS and used for the distribution of water to the service lines.

**Inactive Account** means an account for which service by MAWSS had been previously rendered but for which no current Contract for Service or customer deposit is held by MAWSS.

**Month** means the time interval between successive meter reading dates, which is approximately thirty days.

**Owner** means a person, firm, private or public corporation, association or other entity, including governmental agencies and other units of government, having any interest whatsoever, whether legal or equitable, sole or partial, in any premises, but does not include a customer renting the premises.

**Point of Delivery** means the point where MAWSS' meter or lateral is connected to customer owned or operated facilities and where service to the customer begins. It is also the location at which the responsibility of maintaining the water or sewer facilities passes from MAWSS to the customer. In the water system, the point of delivery is generally at the location of the water

meter. MAWSS will maintain the meter and the service line, not the plumbing from the meter to the customer's facilities. If no meter is required, the point of delivery is the point where MAWSS' pipe is connected to customer owned or operated facilities.

*NOTE: In the sanitary sewer system, the point of delivery is generally at the back side of the curb in the City of Mobile where the street curb, sidewalk, and buildings are adjacent, and at the property line in other areas of the City and in Mobile County. For sewer mains that are located in easements on private property (not in a Right-of-Way), the customer is responsible for maintaining the sewer service line from the building to the sewer main, including the service line connection at the main. In any case mentioned above, the customer is responsible for clearing any blockages that may occur in the sewer service line from the building to the sewer main.*

In cases where the aforementioned does not clearly apply, MAWSS shall designate the point of delivery and the designation shall be final.

**Premises** means any and all real property or tangible personal property affixed to real property served by MAWSS, or capable of being served by MAWSS as a result of the existence of a service connection.

**School** means any public school in Mobile County, Alabama, grades K through 12, accredited by the State of Alabama.

**Service** means the supply of water or wastewater to the point of delivery by MAWSS. It includes the readiness and ability on the part of MAWSS to furnish water and sewer service to the customer on demand due to the presence of a service connection.

**Service Line** means the pipe maintained and operated by MAWSS which connects the distribution line to the point of delivery.

**Sewer Lateral** means a sewer line that branches off of a sewer main.

**Tampering** means any willful alteration or interference with the fire hydrant, water meter, meter seal, locks, or other system components belonging to MAWSS, except for turning on or off the valve associated with the water meter for the purpose of temporary disconnection of service. Tampering should include turning on said valve for the purpose of obtaining water service to premises not subject to a Contract for Service with the present occupants.

**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.

## **2.2 Classes of Water/Wastewater Service**

MAWSS renders water and/or wastewater service to the following general classes:

**Residential Service** is service to one single-family dwelling unit served by a 5/8 inch meter or larger connection that receives basic water and/or sewer service.

**Commercial Service** is service to any premises used for commercial purposes, consisting of at least one business entity and served by a 5/8 inch meter or larger connection.

**School Service** is service to public schools, K through 12.

**Multiple Unit Service** is service to customers with more than a single unit.

**Industrial Service** is service to a customer receiving untreated water for industrial processing.

**Irrigation/Pool Service** is service exclusively used for the purposes of landscape, yard irrigation, or filling swimming pools, providing that none of the water returns to the sanitary sewer system.

**Commercial Water Only** is service used to provide water for an air conditioning cooling tower, ice producing equipment, or other setting, where the customer can demonstrate that the water used does not enter the sanitary sewer system. This type of service can be a separate water line or it can be a line with a deduct meter from an existing domestic line. If the possibility exists that waste could enter MAWSS' system by means of a floor drain used for emergency purposes, a minimum sewer charge will be applied to the monthly account in addition to the water charge. The amount of this minimum sewer charge will depend on the size meter installed.

**Right-of-Way Irrigation Service** is service exclusively used for the purposes of landscaping within public rights-of-way, provided that none of the water returns to the sanitary sewer system.

**Construction Service** is temporary service provided for the purpose of construction in advance of a permanent meter installation.

**Special Event Service** is temporary service provided to special events scheduled.

**Fire Protection Service** is service to any fire protection system, including automatic sprinkler systems, hydrants, and standpipes.

### **2.3 Residential Service**

To obtain Residential Service from an existing service line or existing service lateral, application should be made at MAWSS' office. The applicant must present identification (preferably Driver's License or other photo identification), or Social Security card. Legal description of the premises and proof of ownership or occupancy will be required prior to establishment of service at a location with prior delinquent service. The Contract for Service shall be executed by the owner(s) as listed in the recorded deed or legal tenant(s) named in a rental or lease agreement. The applicant should insure that his/her name, the street address or legal description of the premises, and other required information are correctly entered. Upon payment of all required fees and charges, the Contract for Service will be executed by the parties.

The owner will be required to present a copy of the building permit for the structure to be erected on the property to be served where no previous service existed and pay all applicable fees and charges.

Prior to making application for residential service, it shall be the responsibility of the customer to ask MAWSS to determine the availability of water or sewer services to the property in question. MAWSS assumes no liability if a water or sewer line is not available. Service may be provided at such future time at the discretion of the Board.

## **2.4 Commercial Service**

To obtain Commercial Service, application shall be made in the same manner as for Residential Service.

In the case of new commercial service or when a modification is made to premises such that a commercial operation of any type will be located in a formerly residential facility, the owner will be required to present plans and specifications for MAWSS review prior to the acceptance of any fees, deposits, or the execution of a Contract for Service.

A Contract for Service for a corporation shall be executed by an authorized officer of the corporation. (Confirmation of authorized officer is required and may be provided in the form of: Articles of Incorporation, Minutes, By-Laws, letter of introduction on corporation letterhead and signed by designated officer, etc.) If such person's representative capacity is not indicated on the Contract of Service, such person shall be personally responsible for the account.

A Contract for Service by any commercial entity other than a corporation shall be signed by an individual, or individuals, who shall be personally responsible for the account.

## **2.5 School Service**

Application for School Service shall be made in the same manner as for Residential Service.

## **2.6 Multiple Unit Service**

Application for Multiple Unit Service shall be made in the same manner as for Residential Service, with the following additional requirements:

Upon application for water or sewer service, the applicant must file a certified statement showing the number of units within each multiple dwelling, apartment house, duplex apartment, office building, or other multiple unit structure.

The applicant must present to the Engineering Department all plans and specifications covering the proposed construction, including the Plan Review Fee as contained in the Fee Schedule. A registered professional engineer shall seal plans and specifications presented.

## **2.7 Industrial Service**

Application for Industrial Service shall be made in the same manner as for Residential Service, with the following additional requirements:

1. Service may be provided to the applicant upon written certification that water will be used for industrial purposes, providing the estimated maximum and average volume and characterization of waste proposed.
2. No discharge of industrial waters or wastes shall be permitted until a contract for Industrial Service has been executed.

3. Handling and treatment of industrial waste constitutes a separate and negotiable cost and service, inclusive in the contractual terms and conditions for Industrial Service.
4. A pretreatment contract may be required prior to service.

## **2.8 Irrigation/Pool Service**

Irrigation/Pool Service will be installed only at locations where no water passing through the meter will be discharged into the sanitary sewer.

Application for Irrigation/Pool Service shall be made in the same manner as for Residential Service.

**Backflow Prevention** – An approved backflow prevention assembly shall be installed in accordance with MAWSS' Standards and Specifications, a copy of which can be purchased from the Accounting Department at the MAWSS office located at 207 North Catherine Street, Mobile, Alabama or obtained from MAWSS' website. The Board furnishes this device with the installation of all 5/8" and 1" irrigation/pool meters. For all other size meters, the customer shall furnish and install a backflow prevention assembly meeting or exceeding the A.S.S.E. #1015 standard. Failure to properly install the required device will result in an interruption in service.

If a backflow prevention device is installed by the customer, an initial inspection shall be conducted by MAWSS personnel. One year after the initial installation, the customer shall have the backflow prevention device tested and the results submitted to MAWSS.

**Billing** – The minimum monthly water charge will be billed for those months when the Irrigation/Pool meter is not used.

If a customer wishes to have the meter turned off during the months it is not in use, a service charge will be required to turn it off and a service charge applied to have it turned back on. See Fee Schedule.

**Installation Cost** – The cost associated with establishing Irrigation/Pool Service is listed in the Fee Schedule.

### **2.8.5 Commercial Water Only Service**

Application for Commercial Water Only Service shall be made in the same manner as for Residential Service.

If the Commercial Water Only Service is to be a new tap or double head located at the domestic meter location, the meter and backflow device will be installed by MAWSS. The same fees listed for the Irrigation/Pool Service shall apply unless a reduced pressure zone backflow device is required. If this is required, then the installation shall be done for actual cost.

If the Commercial Water Only Service is to be a deduct meter(s) located on the customer's property, the meter used shall be purchased, installed, and maintained by the customer. The

make and type of the meter, as well as the location, shall be approved by MAWSS. The meter shall be tested, repaired and/or replaced by the customer, at the customer's expense, if requested by MAWSS.

**Backflow Prevention** – An approved backflow assembly shall be installed in accordance with MAWSS' Standards and Specifications, a copy of which can be purchased from the Accounting Department at the MAWSS' office located at 207 North Catherine Street, Mobile, Alabama or is available on MAWSS' website.

The type of prevention device required will depend on the use of the Commercial Water Only Service. The type will be determined by MAWSS' personnel after reviewing the application submitted and will be communicated to the customer. The customer shall furnish and install the required device. Failure to properly install the required device will result in an interruption of service.

If Commercial Water Only Service is provided to a business where a floor drain has been installed as an emergency measure, a minimum sewer charge will be applied to the monthly bill even if the floor drain is not used.

**Billing** – The minimum monthly water charge will be billed for those months when the commercial water only meter is not used.

If a deduct meter is utilized, a monthly fee of \$10 per meter read shall be charged to the account.

If a customer wishes to have the meter turned off during the months it is not in use, a service charge will be required to turn it off and a service charge applied to have it turned on.

**Installation Cost** – The cost associated with establishing Commercial Water Only Service is the same as shown for Irrigation/Pool Service unless a deduct meter is installed. If a deduct meter is used, the customer shall purchase and install the meter and backflow device.

**Audit** – All customers applying for an Irrigation/Pool Service or a Commercial Water Only Service shall agree to an audit of their domestic and irrigation/pool systems, if requested by MAWSS.

Any customer violating the terms of this policy will be subject to a \$1000 charge and will forfeit any future right to an Irrigation/Pool or Commercial Water Only Service.

## **2.9 Right-of-Way Irrigation Service**

Application for Right-of-Way Irrigation Service shall be made in the same manner as for Residential Service, with the following additional conditions:

- The applicant shall provide to MAWSS acceptable evidence of approval from the appropriate governmental entity for the installation.
- As a public service to the community and at the discretion of MAWSS, the installation charge up to the amount of a standard tapping fee charge for a 5/8 inch meter is waived. Any installation costs exceeding the amount shown in the Fee Schedule shall be borne by the customer.

- An approved backflow prevention assembly shall be installed by the customer, in accordance with MAWSS' Standards and Specifications, a copy of which can be obtained in accordance with provisions of Section 7.12.

## **2.10 Construction Service**

Application for Construction Service shall be made in the same manner as for Residential Service with the following additional requirements:

Construction Service may be granted for a limited period of time to a customer who is required to construct mains to serve his development, conditioned upon fulfillment by the developer of the requirements in Section 7.0 and any additional requirements which may be imposed by MAWSS. To obtain Construction Service, the developer must:

1. Present MAWSS with evidence of approval from local, state, and federal governments.
2. Pay all new fees and charges, in advance.
3. Execute a Restrictive Covenant acceptable for recording in the public records of Mobile County that unless the on-site/off-site improvements have been completed in accordance with MAWSS' Standards and Specifications and accepted by MAWSS within 365 days from the date of such Covenant, permanent service may not be provided to the project and construction service will be subject to termination without notice.

Construction Service is limited to such use and subject to immediate removal if service is used for any other purpose or for any site other than the one for which the meter is installed.

The customer shall be billed monthly at the prevailing user charge rates for service to the premises using the service and shall be charged a fee for connection and disconnection of the construction service.

MAWSS may authorize the use of water for construction from an existing meter to the premises subject to all current conditions governing the use of construction service.

MAWSS may authorize the use of temporary water for construction from meter(s) provided in developments that have not been accepted by MAWSS. A Construction Service Fee is applied monthly to each meter provided for such use in addition to all other fees and charges, as shown in the Fee Schedule. Permanent service shall not be provided until the development has been approved and accepted, as provided in Section 7.10.

An approved backflow prevention assembly shall be installed by the customer at the construction meter for the duration of the construction.

## 2.11 Special Event Service

MAWSS may authorize the use of water from an existing fire hydrant adjacent to the premises for certain special events (i.e. craft shows, circus, etc.) for a specific time period upon payment of a hydrant rental charge, payment in advance of the anticipated water use, and a security deposit to cover theft or damage to the meter and backflow assembly.

## 2.12 Fire Protection Service

Application for Fire Protection Service shall be made in the same manner as for Residential Service, subject to the additional requirements noted in Section 7.8, "Fire Protection".

## 2.13 Contracts for Service; Standard Provisions

MAWSS shall enter into a Contract for Service with each customer, and that agreement shall define the contractual obligations of the customer and MAWSS. In the event a Contract for Service has not been entered into between MAWSS and the customer, the use of service shall constitute ratification and acceptance of the terms and conditions of service applicable to all customers similarly situated who have executed a Contract for Service, as described in Subsection 2 of this Section.

The following general conditions shall apply to all Contracts for Service:

1. **Assignment or Transfer** – The Contract for Service shall not be assigned or transferred.
2. **Duration of Contract** – The Contract for Service shall remain in effect until the customer requests that service be discontinued or the water has been disconnected for delinquency and the account is final billed. However, a new customer presenting proof of occupancy of the premises, executing a Contract for Service and paying a deposit, shall result in the final billing of the account to the previous account holder and the establishment of service to the new customer.
3. **Deposit** – The Board shall require each customer entering into a Contract for Service to pay a "Customer Deposit" as provided in Section 4.9 prior to the commencement of service for the purpose of securing payment for such service.
4. **Meters** – Meters shall be furnished by MAWSS and remain the property of MAWSS. They shall be placed in a convenient location in a dedicated right-of-way or a recorded easement designated for water utility use adjacent to the premises.
  - (a) If a meter malfunctions or fails to register, the customer will be charged for service based on the prior three months' average consumption as shown by the meter when in proper working order.
  - (b) All meters shall be installed by MAWSS and shall not be removed or disturbed except by an employee of MAWSS. All water that passes

through meter will be charged to the customer. Meter size shall be stipulated by the customer, unless the customer requests assistance in determining meter size, in which case MAWSS shall determine size based on standards of the American Water Works Association and information submitted by the customer.

- (c) Meter reductions to any existing services are contingent upon review and approval by MAWSS upon the customer's written request. The requesting customer shall pay the cost of reduction, including material, labor, equipment, and overhead. Meter reduction shall not make the customer eligible for rebate of previously paid capacity fees.
- (d) Meter relocations are performed at the request of the customer or when it is in the best interest of MAWSS to do so. The customer may incur charges if meter is relocated at their request.
- (e) If sewer service is provided by MAWSS and water service is from another source, an approved meter must be installed on the water supply or the sewer discharge at the owner's expense for purposes of billing the sewer service. Failure to comply with this provision may result in the termination of service.
- (f) The unmetered discharge of any wastewater into the sewer system is prohibited unless MAWSS has approved an alternative means for establishing wastewater quantities. Wastewater meters shall be installed, calibrated, and maintained at the customer's expense and shall also be approved by MAWSS prior to installation. The monthly fees and charges for sewer discharges based on wastewater measurements shall be 1.16 times the rate for sewer discharges based on water meter measurements. MAWSS reserves the right to require wastewater meter recalibration (at customer's expense) as often as necessary to confirm accurate wastewater measurements.
- (g) Where it has been determined that a meter cannot be installed in the public right-of-way, the meter shall be installed at the owner's expense with compatible remote-read capability.

5. **Connections** – MAWSS or its authorized agents shall make all connections to mains or distribution lines or collection lines and shall furnish all materials therefore.

6. **Cross Connections** – Any physical arrangement or connection of pipe, fixture, or other water facility between a system containing potable water supplied by MAWSS and a system containing water or any other substance is prohibited. The customer shall be obligated to notify MAWSS of such connection or possibility of such connection. Should such a connection be determined to exist, service shall be terminated until such time as the connection or arrangement of systems has been reconnected to MAWSS' satisfaction. In such event, the customer may reapply for service and pay all charges and fees. See Section 6.0.

7. **Duty to Provide Access** – It is the duty of the customer to provide access to the premises served during reasonable times to duly authorized agents of MAWSS for the purpose of installing, servicing, repairing, maintaining and inspecting or removing MAWSS property, reading meters, and other purposes incident to performance or termination of MAWSS' service.
8. **Tampering** – Any tampering with MAWSS' meters, water mains or other system components, fixtures, appurtenances, security devices, signs, or enclosures is prohibited. The customer shall have the duty of reporting any such tampering to MAWSS and shall be responsible for any tampering caused by its agents or other persons using the premises with the customer's consent. Tampering will be presumed to have been caused by the customer who receives monetary or other economic benefit therefrom. Any tampering that results in a substantial reduction in the cost of services received by the customer will be presumed to have been known to the customer if not reported to MAWSS within one billing period after the reduction in the cost of the service received becomes evident. In such event, it will be presumed that the tampering was willfully allowed to persist by the customer. Where a fire protection service system exists, as defined in Section 7.8, and in the event a customer cannot show sufficient evidence of an occurrence of a fire or a leak in the system, the registration of water passing through the meter serving those fire protection devices or systems shall be presumptive evidence of tampering. MAWSS shall confiscate any materials that are connected to MAWSS' water system for use as evidence in further legal proceedings.
9. **Use of Service** – Ratification of Contract for Service. When service is rendered under a Contract for Service entered into between MAWSS and an agent of the customer, the use of such service by the customer shall constitute ratification of the Contract for Service by the customer.
10. **Indebtedness** – A Contract for Service shall not be entered into with a person, partnership, or corporation which is in any way indebted to MAWSS until such debt has been satisfied. Debts, which are incurred by one spouse, shall be attributable to both spouses if incurred during the course of the marriage, unless otherwise stipulated by court decree.
11. **Joint Service** – When two or more separate premises are served by one meter, both or all premises shall be held jointly and severally liable for all debts to MAWSS incurred in connection with service connection and its use.
12. **Change of Occupancy** – When change of occupancy of any premises occurs, prior notice shall be given by the outgoing customer to MAWSS. The outgoing customer shall be responsible for all water and sewer service rendered to the premises until disconnection of service. If the customer shall permanently vacate the premises or die, any person thereafter occupying the premises and benefiting from water or sewer service shall be held responsible for all debts due MAWSS from the beginning of the occupancy.

13. **Limitations on Use of Service**
- (a) Service shall be used by the customer only for the purposes specified in the Contract for Service. The customer shall not sell or otherwise dispose of service to any other person without the express written consent of MAWSS.
  - (b) The Customer, its agents or assigns, shall not install a meter for the purpose of re-metering water or sewer service without the express written consent of MAWSS.
  - (c) The customer shall not extend water or sewer lines across a public street, alley, or other public or private highway or property line not included in the Contract for Service to furnish service to adjacent premises through a single water meter, even if such adjacent premises are owned by the customer. All lands constituting the premises contained within the Contract for Service must be contiguous.
  - (d) In the event of any such unauthorized re-metering, sale, or disposition of service, the service may be disconnected until such unauthorized re-metering, sale, or disposition has been discontinued and full payment has been made of all costs incurred by MAWSS in the investigation and inspection of the customer's premises and all other applicable charges.
  - (e) The customer shall not discharge or cause to be discharged any storm water, surface water, ground water, roof run-off, sub-surface drainage, cooling water, or unpolluted industrial process water into any sanitary sewer unless specifically authorized by MAWSS. After appropriate notice, monthly charges as shown in the Fee Schedule will be charged until unauthorized discharge is corrected.
14. **Customer's Duty for Payment** – The customer who enters into the Contract for Service shall be responsible for all water and sewer service provided to the premises until such time as the service is discontinued, and all fees and charges incurred in connection with the rendition of service have been paid. Failure to pay amounts due MAWSS within the time designated for payment shall result in the disconnection of service until all amounts due MAWSS have been paid. Customer will also be responsible for all costs of collection of past due amounts, including reasonable attorney's fees.
15. **Duty to Protect MAWSS' Property** – The customer shall be under a duty to exercise due care to protect MAWSS' property which is located on the customer's premises. When service lines, meters, mains, or other equipment are damaged by contractors, construction companies, governmental agencies, or others, such damage shall be repaired by MAWSS and the total cost thereof charged to the persons causing the damage. In the event of any loss or damage to MAWSS' property arising from the negligence or intentional misuse by the customer, its agents, invitees, or assigns, the total cost of replacing such loss or repairing such damage shall be charged to the customer and shall be subject to payment in accordance with these rules.

16. **Customer's Installation; Duty to Maintain** – The customer's installation shall extend to MAWSS' meter and curb cock or check valve or sewer lateral, all of which is ordinarily located at the front property line, but may be installed at other locations as required by the location of the distribution lines and collection lines, as determined by MAWSS. No changes or increases in the customer's installation which will materially affect the proper operation of MAWSS' water or wastewater system shall be made, nor shall a customer use any appliance or device which may adversely affect the water or wastewater system, without the prior written consent of MAWSS.
17. **Duty to Convey Property Rights** – When MAWSS has determined that it is necessary for a customer, its agents, or assigns to convey easements or other property rights for rendering or maintaining water service, the easements for that customer's properties shall be conveyed to MAWSS without charge.
18. **Transfer of Debt** – MAWSS reserves the right to transfer delinquent debts owed by a customer for service provided to a given premises to any other active account for which that customer has an existing Contract for Service and to take appropriate measures for securing payment of such debt pursuant to Section 4.10.
19. **Inspection of Customer Installation** – MAWSS reserves the right to inspect the customer's installation prior to rendering service and from time to time thereafter to ascertain customer's compliance with the Contract for Service and the provisions of service policies, but assumes no responsibility whatsoever for any defects which are not detected by any such inspection.
20. **Installation by Others** – The Board assumes no responsibility for any laterals or other installations constructed by contract through others and charged to property owners.

## **2.14 Force Majeure**

The Board shall at all times use reasonable diligence to provide continuous service but shall not be liable to the customer for any damages or loss caused by failure or interruption of service. The Board is not liable in instances where sewer backups occur due to conditions beyond MAWSS' control, such as power failures, stoppages, etc., that cannot be prevented through industry accepted standard maintenance procedures. Should the Board's ability to deliver water or treat sewage be prevented, impaired, curtailed, or delayed by reason of fire, windstorm, strike, riot, civil commotion or act of God, break in lines of water or sewer systems 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.

## **2.15 Compliance with Rules and Orders**

The Customer shall be under a duty at all times to comply with the Rules and Orders of the Board as they exist at the time of execution of the Contract for Service or that may be subsequently enacted. Non-compliance with any such rules or orders shall be a breach of the terms of the Contract for Service and may subject the Customer to immediate termination of service.

## **2.16 Grounding of Electrical Systems to Water Lines**

In an effort to ensure the safety of Board employees, and to minimize risk from exposure to electrical shocks while performing work involving leaking services, meter change outs, and repairs of any nature, customers are not to ground their electrical system to water lines. Any liability resulting in the grounding of an electrical system to the water lines will be the responsibility of the property owner.

## **2.17 Reservation of Rights**

The Board reserves the right to change its rates for service and other fees and charges or otherwise vary the terms and conditions of the Contract for Service as may be required to reflect the changing costs or otherwise facilitate the successful operation of MAWSS. The Board reserves the right to refuse service to anyone who has not complied with MAWSS' Standards and Specifications, the Board's Rules and Orders, or the provisions of local, state, or federal requirements.

## **2.18 Easements**

Any utility, person, cable company, City, County, State or other authority, either public or private, planning to construct any improvements over, on, upon, under, through and across Board easements shall do so only with written consent from and with just compensation to the Board. Any costs associated with removing said improvements from the easement to gain access to water and sewer facilities will be paid by the requestor. No buildings or similar permanent structures shall be erected on an easement.

## **2.19 Requirement to take both Water and Sewer Services, if available**

When both water and sewer services are available, or MAWSS makes them available, customers must subscribe to both services. If only one service is available, MAWSS may provide only that service. If the service provided by MAWSS is sewer, and water is provided by private well or from another utility and MAWSS elects not to provide that service, MAWSS may provide sewer service and bill the customer according to the water consumption provided by the water utility or other means, or set a flat monthly rate not determined by individual customer consumption. MAWSS reserves the right to deny service if both water and sewer are available and a customer refuses to subscribe to both. MAWSS reserves the right to waive the above requirements. MAWSS reserves the right to discontinue either service, after proper notice, for failure to comply with the Policies and Procedures of the Board.

## **2.20 Grinder Pump Service**

When a property requires a grinder pump for sanitary sewer service, the pump shall be as follows:

- (1) If the grinder pump is connected to a gravity sewer line or is in a development with a low pressure collection system served by a gravity sewer adjacent to the

development, the pump shall be any of the accepted pumps listed in Appendix A, Part III, Submersible Grinder Pumps, of the MAWSS Standard Specifications.

- (2) If the grinder pump is in a development with a low pressure system served by a force main that may serve other developments, the pump shall be a low flow/high head pump as listed in Appendix A, Part III, Submersible Grinder Pumps.

Where it has been established that a customer of the Mobile Area Water & Sewer System: (1) does not have full use of their sanitary sewer due to excessive infiltration/inflow (I/I) in the MAWSS system, and the interference is expected to reoccur during heavy rain, or (2) must be removed from the gravity system due to a grade conflict or a fiscal decision, it is the policy of the Board of Water & Sewer Commissioners to assist that customer with a connection to a pressure sewer system. The maximum installation assistance provided by the Board will be as shown in the Schedule of Fees. The customer agrees upon acceptance of this assistance offer to solicit quotes from three licensed plumbers and to contract with the low quoting plumber to complete the installation within 60 days. The assistance will be disbursed upon receipt of the three quotes and an inspection certificate from the appropriate jurisdiction. In addition, the Board will maintain and operate the grinder station at no cost to the original owner. Subsequent owners may elect to contract with the MAWSS for said maintenance, as described below. When the I/I problem has been corrected, the customer will be reconnected to the gravity system by the MAWSS if the customer so desires and at no cost to the customer if access necessary to remove the grinder station is freely granted by the customer. The grinder station would then become the property of the MAWSS.

If the connection is to a multi-customer pump station, the MAWSS will operate and maintain the station and provide the connection. The customer must agree to provide the necessary easements and property access for installation of the connection.

Where a property owner is connected to MAWSS by a grinder pump and does not wish to be responsible for the operation and maintenance of said grinder pump, the property owner may contract said operation and maintenance to MAWSS for the monthly fee stated in the Fee Schedule. However, if MAWSS determines a customer is abusing the Operation and Maintenance Contract, MAWSS shall have the right to terminate said contract.

## **2.21 Wastes Delivered Directly to Wastewater Treatment Facilities**

To safeguard the performance of treatment processes and facilities, acceptance of wastes delivered directly to MAWSS wastewater treatment facilities may be considered on a case-by-case or waste category basis. A decision regarding the acceptance or rejection on a case-by-case or waste category basis shall be made by the MAWSS Board. If a waste is accepted, it must be accompanied by a contractual understanding of the character and quantity of the waste, waste delivery conditions, and fees. Some wastes may require pretreatment prior to acceptance by MAWSS. The expense of correcting any damage to MAWSS wastewater treatment facilities or

processes by a directly delivered waste hauler or waste shall be borne by the waste hauler. Initial acceptance by MAWSS shall not guarantee continued acceptance. MAWSS shall have the right to suspend acceptance of direct delivery waste for any reason.

## **2.22 Sewer-Only Service**

When gravity sewer service is provided by MAWSS and water service is provided by another entity, sewer accounts will only be established in the name of the property owner. Effective September 30, 2007, MAWSS will no longer open new sewer accounts with persons who are not the owners of the property where sewer-only service is provided.

For apartment or other multi-unit dwelling complexes, a single account will be established for all units within the complex. At the request of the property owner/landlord, a monthly bill for the entire complex or for each building or a listing of the monthly amount of each unit in each building will be provided.

To open a sewer-only account covering the premises to be serviced, the owner/landlord must bring to a MAWSS office proof of ownership of the subject property. If the property contains multiple units, an owner's certified statement showing the number of units within each multiple dwelling, apartment house, duplex apartment, office building, or other multiple unit structure is also required. All other requirements for service also apply.

All existing tenant accounts must be closed and re-established in the name of the property owner/landlord by September 30, 2008. If the property-owner/landlord has not opened the new account to cover all tenants by this date, MAWSS may terminate sewer service to the location.