

SECTION 4

BILLING AND PAYMENT FOR SERVICE

4.1 Billing Period; Due Date; Evidence Of Consumption

Water/sewer meters shall be read and customers billed on a monthly basis. Billing will commence upon the installation date of a meter or service connection. If MAWSS is unable to read the meter, the reading will be estimated based on prior usage.

Payments for services are due upon rendition of the bill. Non-receipt of a bill by the customer shall not release the customer from the duty to make reasonable inquiry as to the amount of the bill and prompt payment thereof, in accordance with the customer's billing cycle.

The amount billed monthly (where applicable) shall include charges for: 1) water use; 2) sewer use; 3) surcharges; 4) fees; 5) taxes; and 6) charges. The amount of water/wastewater registered by the meter shall constitute evidence of the quantity of water delivered to, or the amount of wastewater discharged by, the customer.

4.2 Use of Master Meters

The Point of Delivery is the master meter. Any deduct or individual services that may exist beyond the master meter are subject to disconnection of service through the master meter if the master meter account is not in a current payment status, notwithstanding the current payment status of the individuals served beyond that master meter. The monthly deduct meter fee shown in the Fee Schedule, shall apply to each additional meter used to determine water use in series with a master meter.

4.3 Description of Monthly Billing Charges; Minimum Stand-By Charge

Monthly minimum billing charges are shown in the Fee Schedule. These charges, established by the Board, represent the average billing costs of all customers and the cost of furnishing and disposing of up to the indicated gallons, including stand-by costs, of water/wastewater per month.

Within six months of any customer having both water and sewer service available from MAWSS and having been notified in writing of such, any customer not connected to both services shall be charged the minimum fee for the unused service in addition to the basic rate for the used service. Any customer that has a sewer force main fronting on their property, and who is not being served by the force main, will not be charged the minimum sewer rate.

The stand-by charge shall be collected until the customer connects to the system and pays appropriate connection charges. The customer connecting to the system will receive a discount on the capacity component of the connection fee of 5% per year for each full year the stand-by charge was collected from that customer, not to exceed the amount of the capacity fee then in effect.

In no case shall a customer be charged for both water and sewer services where only one of these services is available.

4.4 Basic Water Rate

A Basic Water Rate for treated water is shown in MAWSS' Fee Schedule and shall be paid by each unit customer of MAWSS.

4.5 Basic Sewer Rate

A Basic Sewer Rate for the collection, treatment and disposal of wastewater shall be paid by each unit customer of MAWSS, as shown in the Fee Schedule.

4.6 Untreated Industrial Water Rate

An industrial rate is charged to customers using raw water and having executed a contract with a minimum contract period of five years with a monthly minimum demand charge and pay rates, both as shown in the Fee Schedule. The rates shall be applied to the total volume used during the preceding month.

The industrial water rates shall be adjusted periodically to reflect the Board's actual cost to provided industrial raw water service. Until such time that separate rates are developed, the rates shall be the same for raw water supplied from either the Converse Reservoir or the Mobile River sources. Raw water will be furnished from either or both sources at the discretion of the Board. The Board, however, will comply with customer requests for water from a specified source provided the customer pays any additional costs for providing same.

At its option, MAWSS may sell treated water as a substitute for raw water at a rate to be determined by the Board, but in no case shall the rate be less than the cost of delivery of such water. Any such sale will be under the condition that as soon as raw water becomes available, the treated water supply will be terminated.

MAWSS is not obligated to provide raw water, but will negotiate with any interested party to extend the raw water delivery system to provide this service wherever practical and within economic feasibility.

4.7 Stand-By Charge / Fire Service System

All customers with a fire protection service system, as defined in Section 7.8, shall be charged a stand-by charge monthly for fire service systems, as established by the Board, which shall be:

1. Based on the meter size (or the size of connection to MAWSS' distribution system pipe in the absence of a meter) serving the fire protection service system.
2. Considered as a charge by MAWSS for maintaining the capacity to serve the fire protection system.
3. Assessed for the amount of water consumed by the customer, in addition to the Stand-By Charge/Fire Service System monthly service charge, for installation for fire/domestic dual service.

4.8 Installation of Irrigation Meters in Public Right-Of-Way

Upon receipt of a request for installation of an irrigation meter on public right of way, the Board will proceed with the installation at a cost to the Board of no more than the Public Right of Way Irrigation Meter Installation Allowance as shown in the Fee Schedule. The requester must agree to pay the difference in the actual cost of the installation and the allowance paid by the Board. The actual cost will include any costs associated with the installation such as permits, etc. The requester must also agree to pay the monthly water bill and pay a deposit for a new account.

4.9 Customer Deposits

MAWSS requires each customer to place on deposit a cash amount, indemnity bond, or letter of credit which shall be established by order of the Board. No deposit shall be less than the amount established by the Board for a residential account. The customer deposit provides security for payment of amounts due to MAWSS and, for residential accounts only, shall be refunded after a one-year satisfactory payment experience meeting MAWSS' standards.

The amount shall be calculated by estimating the combined water and sewer service bill for a period of two months. When a previous consumption history is unavailable, the amount shall be three times the minimum charge for water and sewer as shown in the Fee Schedule for the meter size serving that customer. After a period of six months, MAWSS shall review the customer's actual consumption and, at its discretion, increase the deposit amount if the customer's actual consumption exceeds the deposit amount for a similar period. This would be for commercial accounts.

Residential customer deposits are waived for transfer accounts with a satisfactory payment history and for MAWSS' employees. MAWSS shall reserve the right to increase the deposit for customers with previous delinquent account histories. Customers with previous delinquent account histories are required to pay a deposit and any installation charges prior to connection or transfer of service.

In the case of a divorce or where a spouse is deceased, the deposit will be waived if the account has a satisfactory payment history. However, the bill must be paid in full before changing the name. There will be a deposit if the account has been notified or cut. Also, if the person who is signing on has left a previous balance at another address, a deposit is required.

4.10 Delinquent Accounts

An account shall be considered delinquent if payment for service, or other miscellaneous charges, is not received by MAWSS within twenty (20) days of the billing date. Delinquent accounts shall be charged a Delinquent Account Charge in the amount of ten percent (10%) of the total amount that is delinquent. Once the bill is delinquent, a Processing Fee will be imposed for the purpose of processing the collection of delinquent accounts. Any legal fees or charges by an outside source to collect payment will be the responsibility of the customer. Once service becomes delinquent, it is subject to being discontinued/cut if the full amount of the delinquent bill plus any current billing is not paid within forty-two (42) days from the first billing date. Partial payment of delinquent accounts will no longer be accepted. The balance must be paid in full to avoid interruption of service. For service to be restored, the total bill must be paid, along with appropriate service charges or collection fees and deposit (if a deposit is currently not on file).

A customer with a delinquent account history requesting transfer of service to another location must pay in full all amounts due before new service will be established.

Payment of a delinquent account with a dishonored check shall result in immediate disconnection of service, subject to the provisions of Section 3.9.

Where service is provided to a fire protection system, as defined in Section 7.8, MAWSS reserves the right to discontinue the domestic or other non-fire related water service for delinquent fire line accounts, according to all procedures applicable to the collection of any delinquent account.

4.11 Billing Disputes; Mistakes

In the event of a billing dispute, the customer shall contact MAWSS' Customer Service office and request a review of the account. The account number, description of the premises served, nature of the dispute or alleged mistake, and date of contact shall be recorded by MAWSS. MAWSS will investigate the billing and expeditiously respond by letter. MAWSS shall not disconnect service or impose any charges for non-payment of the disputed amount while the dispute is under review, provided that such review commenced prior to the account becoming delinquent. Once the dispute is resolved, the customer shall have five business days to pay any disputed amount.

4.12 Abatement of Water and Sewer Bills

MAWSS expects the water and sewer pipes and related fixtures on its customers' property to be protected, maintained, and operated by the customer and/or the property owner in a manner consistent with the customer's need for MAWSS' services. MAWSS' water and sewer rates are based on all customers paying for the services provided to them, and it is the policy of MAWSS not to refund or credit customer accounts for water charges for any service provided to the privately owned plumbing system of any customer, regardless of whether the excessive use is caused by frozen pipes, improperly maintained or operated fixtures, corroded or faulty pipes, unauthorized use, or any other cause.

If a customer can demonstrate that a leak has occurred, the sewer portion of the monthly bill can be abated (lowered) to an amount equal to 75-100% (based on circumstances) of the amount above the average bill for sewer use, provided that: 1) the customer requests the abatement within 90 days of the date of the excessive bill and presents evidence of expeditious repair or remedy, and 2) at least 1-3 years have passed since any previous abatement.

When a previous consumption history is unavailable, MAWSS will use 7,000 gallons as a monthly average for a residential user. For other users, MAWSS will use an average derived from similar users. MAWSS will only consider one abatement, for the two highest bills, within a 1-3 year period on each premise served.

A credit can be applied to a portion of the sewer bill for filling a swimming pool with a capacity of 12,000 gallons or larger once every five (5) years. In order to receive a pool credit, the total pool size and water capacity must be submitted to MAWSS' principal office.

4.13 Tampering With Facilities

Tampering with MAWSS' meters, water or sewer mains, or other system components is prohibited and in violation of Section 13A-8-10, Corrected Code of the State of Alabama. When tampering is discovered, MAWSS shall adhere to the following procedures:

Two MAWSS' employees will verify that tampering has occurred and witness the removal of any devices from the premises. Pictures shall be taken as any unauthorized devices are being removed.

When tampering has occurred, MAWSS will sever service from the main lines to prevent a possible recurrence. Prior to disconnection of service, MAWSS shall inform whatever person may be present at the premises at the time of such discussion of its intended action and the reason therefore. If no one is present, MAWSS shall place a door hanger at the premises which shall inform the customer of the action taken and the hearing provisions of this rule.

1. In cases of meter by-pass or reversal, or where the meter seal or lock has been broken, the account of the customer shall be back billed for the estimated amount of water consumed and not paid for. This amount shall be based upon:
 - (a) A charge for not less than the average water consumption or sewer service during the previous six active account months prior to the time such meter tampering is estimated to have occurred, or in the event the customer does not have a history of six active account months, a charge for not less than the average water consumption or sewer service for a customer served by MAWSS with a similar class of service during the most recent one year period for which such figures are available.
 - (b) In the event a swimming pool is located on the premises, it will be presumed by MAWSS that said pool was filled with water diverted from the meter, and such amount shall be added to item "a" above. This presumption may be overcome by evidence of prior billed consumption of water necessary to fill the swimming pool during one billing period.
2. When the meter has not been disturbed, the customer shall be back billed for the amount of water consumed, as indicated by the meter, for which payment has not been received by MAWSS.
3. The Customer Deposit shall be increased for the customer to an amount equal to six times the average monthly billing during the previous twelve active account months. In the event the customer does not have a history of six active account months, the Customer Deposit shall be increased to an amount equal to six times the average monthly billing for a customer served by MAWSS with a similar class of service during the most recent one year period for which such figures are available.

4. The customer shall be entitled to request a meeting with the Assistant Director or designated representative to be held no later than ten business days after the request. If the matter is not settled at the first meeting, the customer may, within 24 hours, request a second meeting which will be held before the Director or a designated representative no later than ten business days after the second meeting request. The determination by the Director or his designee shall constitute final MAWSS action and shall be made no later than two business days after the hearing.
5. MAWSS shall restore water and/or sewer service upon payment of all applicable service charges, tampering charges, back billing charges, Customer Deposit, and other amounts due.

MAWSS reserves the right to take such other, further, or different action as it may, in its discretion, determine. Further, the levy of charges shall not constitute a waiver of the right to prosecute such person or persons for theft of services.