

SECTION 7
WATER/WASTEWATER MAIN EXTENSIONS
AND METER CONVERSIONS

7.1 General

It is the policy of MAWSS to extend water and/or wastewater mains to the property or properties of any person or entity requesting those services, except as limited by state or local law. Other limitations of this policy are related to: 1) reasonableness of how the proposed extension fits into MAWSS' plan and schedule for providing service to the community, and 2) funding priority. Reasonableness of the project will be evaluated in terms of work that would reduce capital costs and enhance system operating efficiency over anticipated long-term system support of community growth. The level of extension funding is established in an annual budget, with priority given to projects generating the greatest customer participation and having the greatest percent participation by the applicant.

The main extension policy is the same for water and wastewater service, but different in specific applications with regard to two categories of service. The first category is extensions to undeveloped or recently developed properties. In these circumstances, the development is linked to the anticipated extension in that one would not exist without the other. The second category is extensions to existing communities or areas where residents or businesses use other water and/or sewer facilities, or use temporary mains provided by MAWSS.

For both categories of extensions, it is the applicant's responsibility to furnish information to MAWSS for evaluation of the system's ability and the required improvements to provide the requested service.

It is also the policy of MAWSS to allow the conversion of apartment complexes from a single master meter to individual meters for each unit. The method of accomplishing this conversion is detailed in section 7.11.

7.2 Definitions

A.D.E.M. means the State of Alabama Department of Environmental Management.

A.D.O.T. means the Alabama Department of Transportation.

Enhanced Size means mains sized larger than 12-inch to accommodate future long-range development.

Fire Hydrant Assembly means the pipe, isolating valves, fittings, hydrants, and the tee on MAWSS' distribution main, needed to provide a fire hydrant.

Fire Lines mean the pipe, isolating valves, detection check valves, and fittings of MAWSS which extend from the water main to the detection check valve, and which are used for supplying water exclusively for fire protection purposes. At the discretion of MAWSS, a customer's fire line and domestic line can be one and the same.

Adjacent means no intervening, etc.

Laterals mean all pipes of MAWSS which extend from the sewer collection line to the owner's property line.

Main means that pipe which is owned or intended to be owned by MAWSS to which service lines or laterals may be connected.

Off-Site Mains mean those mains located outside a development.

On-Site Mains mean those mains located in streets, rights-of-way, or easements within a development, and those mains located in streets that are peripheral to a development which are constructed for use by that development but are owned and operated by MAWSS.

Plumbing means all pipes, fittings, and appurtenances on the owner's side of the water meter or, in the case of sewer, all lines on the owner's property that serve the premise.

Property means that portion of the ground for which either a homestead exemption is claimed or exhibits any physical evidence of use.

Restrictive Covenant means a legal document establishing restriction of change in conditions at a premise or location to which service is provided, with covenants to meet specific circumstances, as determined by MAWSS.

Service Lines mean the pipes of MAWSS which extend from the water main to the meter, including the corporation stop on the water main, the curb stop at the meter, the meter box, and the backflow preventor or meter coupling.

Water/Wastewater Main Extension means a pipeline added to an existing water/wastewater main of MAWSS for the purpose of serving one or more customers.

7.3 Water/Wastewater Main Extensions, When Required

The Owner or Developer shall be advised by MAWSS as to whether water or sewer service is available and whether a water or sewer main extension shall be required. That notification shall not constitute assurance of water or sewer service, which shall be conditioned upon compliance with the rules of MAWSS and the terms and conditions of any contract which may be entered into between the owner or developer and MAWSS, and the availability of sewage treatment or water supply pursuant to the requirements of federal, state, and local agencies.

Water main extensions shall be required when there are no existing water mains to a development or when MAWSS has determined the existing mains are not of adequate size to provide service for that development.

Sewer main extensions shall be required when there are no existing sewer mains to a development or when MAWSS has determined the existing mains are not of adequate size to provide service for that development.

MAWSS shall stipulate the location, length, type, and size of all mains to be installed for the projects to be served, in accordance with accepted, standard engineering practices of the American Water Works Association (AWWA), Water Environment Federation (WEF) and all applicable local, state, and federal requirements.

MAWSS routinely receives requests for water and/or sewer service at locations not presently served by water or sewer mains. Present policy requires that full-sized, minimum 6" water or 8" sewer, mains be installed to serve all locations. The following procedure provides a means of providing service to these locations:

- Step 1:** Customer requests water and/or sewer service at a location not presently served by water and/or sewer mains.
- Step 2:** MAWSS determines water/sewer availability and requirements.
- Step 3:** MAWSS prepares (or reviews and approves) plans, determines enhancement costs, if any, and advises the requester of the cost of a permanent main extension. Should a permanent extension not be justified, the requester may obtain temporary service subject to the following stipulations:
 - A. MAWSS agrees that temporary service is an acceptable method of service to the location and agrees to construct and maintain the temporary service.
 - B. The requester shall pay capacity fees and must also bear the full cost of construction for the temporary service. All easements and/or rights-of-way are to be surveyed and staked by a Registered Land Surveyor at the expense of the requester. A certified plat of the easement and/or right-of-way shall be provided to MAWSS. Easements shall be provided in accordance with MAWSS' Standard Specifications. In the event that the permanent service occupies the same easement and/or right-of-way as the temporary service, MAWSS will reimburse the requester the cost of the survey.
 - C. In the event that permanent service is installed to the requester's property, the requester shall immediately, at his expense, connect to the permanent service. The requester shall be allowed to utilize the temporary service for a minimum of five years, following its construction. However, at the end of five years, the requester shall connect to permanent service, should it be available.

- D. It shall be expressly understood that fire protection may not be afforded by a temporary water service. The purpose of a temporary water service shall be to provide water for domestic consumption only, and sufficient volume, and/or pressure, for other uses is not assured.
- E. In the event that an additional party requests service from the main which was constructed at the expense of the requester, the requester shall be reimbursed 20% of the construction costs of the temporary service for each party so served. In no event shall the requester be reimbursed more than 80% of the cost of constructing the temporary service. In no event shall the requester be reimbursed for additional connections which occur more than five years after construction of the temporary main.
- F. All temporary sewer mains constructed shall be force mains. The requester shall be responsible for the purchase, installation, operation, and maintenance of a grinder pump system which will discharge requester's wastewater into the force main. If permanent service to the location, when constructed, will be a gravity sewer main, the requester shall pay charges applicable to a gravity system.

7.4 Water/Wastewater Main Extension Procedure – New Developments

An application for a main extension, in a format provided by MAWSS, shall be submitted and signed by the owner/developer desiring such service. MAWSS shall conduct all reviews and communication regarding the project only with the applicant, unless the applicant designates an authorized agent, in writing. The application shall be approved by a professional engineer registered in the State of Alabama, and shall include the main extension application fee (as included in the Fee Schedule) and the following information:

1. Name, address, and signature of the owner or developer.
2. Adequate legal description and recorded plat of the premises for which service is desired.
3. Building permit from the appropriate county or municipal authorities.
4. For recorded subdivision, a copy of the recorded plat.
5. For new subdivisions, an approved tentative plat, or a master tentative plat or large scale development plan; a preliminary plan indicating the location of the proposed main extensions within rights-of-way or utility easements; and proof of zoning.
6. For all projects, except an individual owner constructing a single family residence, 5 complete sets of drawings, which shall include site plans, with minimum five foot contours, and shall indicate all proposed on-site main extensions, respective of long-term plans.

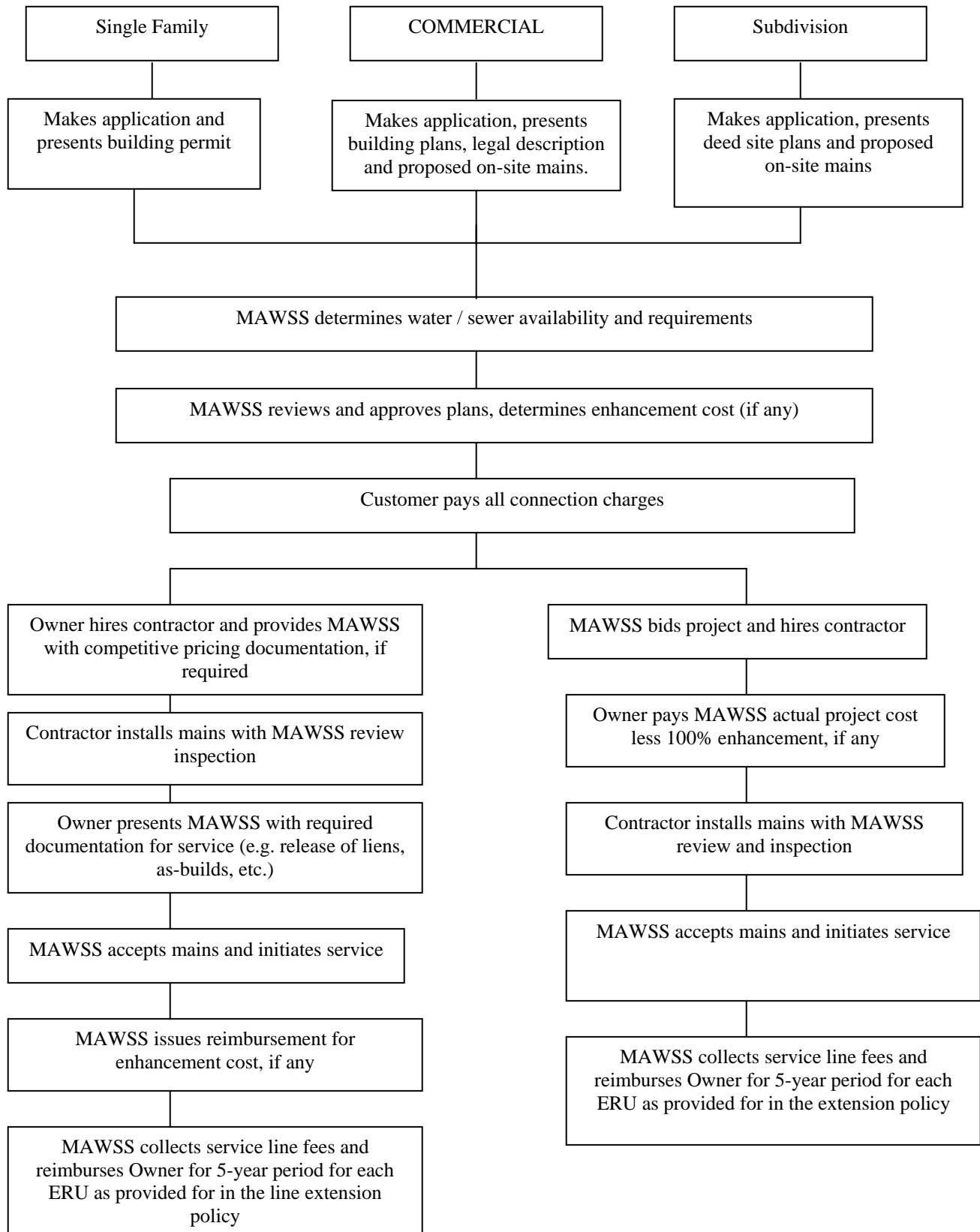
7. A statement indicating whether the applicant wishes to convey to MAWSS the mains within the non-dedicated areas of the development.

Upon review and approval of the plans submitted and MAWSS' determination that an adequate supply of water and/or sewer service is available, MAWSS will determine the need to oversize the service extension and to make other allowance for future extensions beyond the subject property, and will develop a description and construction cost estimate of the difference, if any, between the base and oversized project. The applicant can then proceed at any time with constructing the oversized extension, with specified MAWSS review and inspection. MAWSS will reimburse the applicant 100% of the enhancement or oversizing cost when the project is accepted by MAWSS.

If the project schedule is coordinated with MAWSS' budget and planning process and the work is directed by MAWSS, the applicant will be required to pay actual project costs less Board contribution and less 100% of the enhancement or oversizing cost. Depending on project size and construction time, these costs can be paid prorated over the actual time expenses are incurred, but in all cases, full payment is required before the project is placed in service.

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MAIN EXTENSION PROCESS NEW DEVELOPMENT



The Owner/Developer shall execute a Restrictive Covenant, recorded in the Public Records, with conditions to meet specific circumstances, as determined by MAWSS, including, at a minimum, that all mains shall be the property of MAWSS, with title vested in MAWSS from the date construction is accepted by MAWSS.

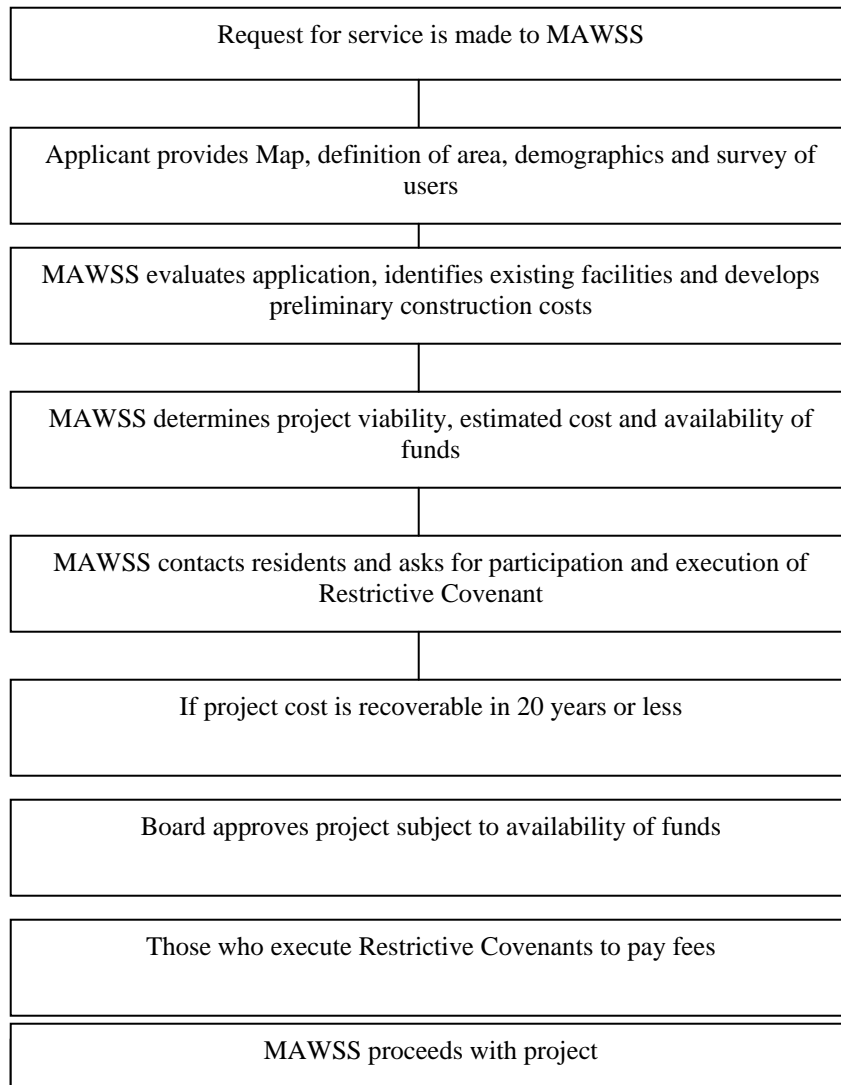
7.5 Main Extension Process – Existing Communities

Residents within existing communities may request MAWSS to install water and/or sewer as follows:

1. Applicants shall provide a map, a definition of the area to be served, demographics, and a survey of potential users to MAWSS.
2. MAWSS shall evaluate the information provided, identify existing facilities, and develop preliminary cost estimates for construction of main extension(s).
3. MAWSS will determine project viability as determined by the number of potential connections and availability of capital funds.
4. MAWSS will report its findings to residents of the community, including cost estimates to ascertain support and willingness to participate. Each resident who wishes to participate will be asked to execute and return to MAWSS a Restrictive Covenant or an owner's acknowledgement of restrictions and obligations.
5. If the money committed by the favorable responders does not cover the cost of the project, MAWSS will contribute the balance if the calculated payback period is 20 years or less. The contribution is contingent on availability of funds in the MAWSS Capital Budget.

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MAIN EXTENSION PROCESS
EXISTING COMMUNITIES



7.6 Service to Subdivisions

Where the subdivision developer has paid for the installation of water/sewer lines within the streets and easements of any subdivision and is not being reimbursed and pays for the connection to water and/or sewer service, the owner shall pay a minimum charge for each connection, as established by MAWSS.

7.7 Contribution for new Developments

For all new residential developments connecting to both water and sewer service from MAWSS, a contribution towards the cost of development will be made in the amount shown in the Fee Schedule. The money may be used toward an extension of MAWSS' existing water and/or sewer lines, or toward the construction of water and sewer lines within the development, when the contribution amount exceeds the cost of the extension. The contribution shall apply to each lot within the initial unit being developed. Future platted units shall be credited with 25% of the contribution amount. When a second unit is constructed, the other 75% will be contributed for the water/sewer lines within that unit.

For all new residential developments connecting to either (not both) water or sewer service from MAWSS, the contribution shall be 0.66% of the amount shown in the fee schedule and shall be only credited against the cost of an extension. If an additional unit is constructed there will be no additional contribution.

Each year, the Board will budget money to be used for contribution payments. The money will be paid as development projects are completed. If the budgeted funds are exhausted prior to the end of the budget year, those projects completed after the funds are exhausted will have first priority to the next budget year's funds.

In addition to the aforementioned contribution, a new development is eligible for reimbursement of its cost for water/sewer line extensions in excess of its normal acreage fee. The developer will receive the acreage fees collected by MAWSS from individual services sold along said extension for a period of five years after completion of the line extension. The reimbursement does not apply to subdivision developments which connect to said extension by means of another extension.

7.8 Fire Protection

Water service for fire protection purposes is intended to stand ready and to provide a supply of water exclusively for fire protection purposes and no water shall be used from the fire protection system facilities for any other purpose unless the said system is a MAWSS approved fire/domestic dual service, and such dual service is noted in the Agreement for Service and all applicable fees paid.

The customer's fire protection apparatus, facilities or system installation (plumbing) to which service is rendered must be entirely separate and apart from the customer's domestic water service unless the system is a MAWSS approved dual system as herein noted. Those existing fire protection facilities and installations which do not conform to this requirement will be reviewed by MAWSS on a case-by-case basis to determine actions required to conform to the aforementioned requirements.

No disconnection of fire protection apparatus, facilities or systems in whole or in part, from water service provided by MAWSS is permissible unless the customer can provide proof of demolition of the existing structure or a letter from the Fire Marshall authorizing the disconnection of the fire protection facilities or system, clearly designating the portion authorized for such disconnection.

No fire line connection will be furnished to anyone using treated water from any service other than MAWSS.

To provide reasonable fire protection to adjacent properties, the installation and location of fire hydrants on any water line having a diameter of 6-inch or more is at the discretion of MAWSS. Upon request by a customer and approval by MAWSS, a fire hydrant may be installed on any water main having a diameter of 6-inch or more. The requesting customer shall pay the cost of installation including material, labor, equipment, and overhead.

When an existing water main is inadequate to provide the fire protection requirements of a new development, the developer will assume all construction costs for the new main required.

No fire hydrant shall be installed on any water main having a diameter less than six inches.

An approved backflow prevention device is required on all fire protection system facilities in accordance with Section 6.0.

7.9 Service Line Component of the Connection Fee; Reimbursement; Collection; Enhanced Main Extension Rebate

The payment of or obligation to pay this fee is in advance of service. Customers interested in paying for connection fees by the installment method, must sign the required contract, pay the required minimum down payment of 15% of the total due and remain current on monthly payments of not less than 1/60 of the balance thereafter at MAWSS' current rate of interest compounded monthly on the unpaid balance. In the event of nonpayment, a "Notice of Default" will be sent to the customer prior to discontinuance of service or proceeding against the lien.

Contracts shall only be established in the name of the property holder and will be recorded in Probate Court in order to place a lien on the property in the event of nonpayment. In the event a corporation owns the property, the contract must be signed by a corporate officer. Contracts shall not be allowed for builders and/or contractors in the course of their business.

If a contract is in default or has had a bad credit history (rating of less than 92), the contract will not be subordinated by a new mortgage or by refinancing the old mortgage. In these cases, contracts must be paid in full or remain as first lien against the property.

Payment of this fee is in addition to all other installation fees and charges, as established by MAWSS.

When a customer of MAWSS has extended a main that is directly serving, or is available to serve, adjacent property with no existing service, and such property is not owned by said customer, a "Service Line Component of the Connection Fee" shall be collected by MAWSS from the owner at the time service is provided. MAWSS shall reimburse the service line fee collected from those properties provided with a service connection and/or lateral, in accordance with the written agreement between MAWSS and the customer responsible for the main extension, not to exceed actual expenditures less the fee of the original customer's development. MAWSS will collect and refund this fee to the original customer for a period of five years from the date service is first provided through the main extension.

The Service Line Component of the Connection Fee for water or sewer service will be based on the area of property served. See Section 3.2.

The Fee for any parcel having service, and subsequently subdivided into smaller parcels shall be determined by calculating the fees for each of the newly created parcel sizes, and crediting the larger parcel or largest equal size parcels with the Fee applicable for the beginning parcel size.

The minimum service line component charges for properties adjacent to low-pressure sewer mains shall be at a rate equal to one-third the service line component charges for properties adjacent to gravity sewer mains.

It shall be the responsibility of the property owner who is adjacent to a low-pressure sewer main to purchase, install, operate, and maintain a sewage grinder pump station. This station will receive sewage from the property and discharge it into the low-pressure sewer main.

All classes of service that are required to extend a pipe larger than required by their project and larger than 12-inch diameter water pipe and 12-inch diameter sewer (gravity) pipe shall be eligible for an Enhanced Main Extension Rebate for the oversized portion. Project rebate determinations shall be calculated on a project-by-project basis.

7.10 Acceptance of Main Extensions

MAWSS may at its discretion agree to accept a main extension for ownership, operation, and maintenance subject to the conditions described in this section.

No main extension shall be accepted by MAWSS for ownership, operation, and maintenance, unless the applicant demonstrates that:

1. The main is located in a public right-of-way or within an easement with a minimum width of 20 feet.
2. The facility has not been installed under any building or appurtenance thereto.
3. There exists clear access to all easement areas, and there is reasonable assurance that such access will be maintained.
4. All necessary easements have been conveyed to MAWSS by a separate, adequate legal instrument in recordable form.
5. All construction has been performed under the observance and acceptance of MAWSS.
6. The main extension has been constructed and tested in accordance with the requirements of MAWSS' Standards and Specifications.
7. All materials and labor meet the current specifications of MAWSS.
8. All necessary permits have been received from MAWSS, county and/or municipality, A.D.E.M. and A.D.O.T.
9. The owner or developer warrants that the main extension has been constructed in accordance with MAWSS' requirements and is free from any and all defects in materials and workmanship.

MAWSS may accept a main extension located within a private right-of-way or within an easement upon appropriate review. Generally, rights-of-way or easements located along rear or side-lots lines are not acceptable to MAWSS.

Prior to acceptance by MAWSS, a written warranty (in a format approved by MAWSS) will be required on all main extensions, wherein the contractor guarantees correction of any defects in the work for a period of two years after MAWSS accepts the main extension. Any developer or contractor who fails to correct any such defect(s) may be required to provide MAWSS a Maintenance Bond or Irrevocable Letter of Credit, up to the amount of 100% of actual construction cost, for any subsequent main extensions.

All main extensions or other facilities to be accepted for ownership, operation, and maintenance by MAWSS shall be conveyed by adequate legal instrument. Prior to conveyances to developer, the owner shall provide MAWSS with:

1. A breakdown of the actual construction cost of said facilities.

2. Copies of paid bills and/or lien waivers, releases, or satisfactions sufficient to indicate that all contractors, subcontractors, and material men have been paid in full. Payment bond and/or a transfer of liens to security may be substituted as deemed appropriate by MAWSS' legal counsel.
3. One set of "as-built" or Record drawings (and video where required) indicating the specific location, depths, and other dimensions of all main facilities and appurtenances as actually constructed and installed.
4. Letter stating all fire hydrants are located satisfactorily, and if required to be moved, relocation will be at the expense of owner.
5. Copy of a satisfactory bacteriological report.

7.11 Apartment Complex Meter Conversion

The following procedure governs the process for converting an apartment complex from a master meter to individual meters.

- Step 1:** A written request is received from the owner asking for the conversion of an apartment complex from a master meter to individual meters. The owner must also sign a contract with MAWSS that they will be responsible for any delinquent accounts.
- Step 2:** The apartment complex owner submits record drawings for review by the Board's staff. If record drawings of the water system within the apartment complex do not exist, they must be prepared before proceeding. The purpose of the staff review will be to advise the owner of the feasibility of the meter conversion before the owner incurs the expense of the design. The cost of the staff review will be billed to the owner. Fees for plan review for apartment complex conversions shall equal 1/2 of residential subdivision per lot charge.
- Step 3:** Following the review of the as-built drawings, additional exploratory work may be specified as follows:
- The locations of exploratory excavations required to verify material types and/or locations. A Board representative must be present during these excavations. Additional excavations may be specified by the engineering firm in Step 6, the design phase.
 - Fire flow testing required, as well as upgrades which will potentially be necessary to correct any inadequate fireflows. Actual upgrades required will be determined in Step 6. Fire flow testing is to be performed by the Board's representatives. Fire flow testing will be billed to the owner at actual cost.

- Locations of additional valving required, if any, will be identified. Additional valve locations may be specified by the engineering firm in Step 6.
- Upgrades needed to loop the water system, if necessary, will be noted. Additional upgrades may be specified by the engineering firm in Step 6.

Step 4: The owner, at his expense, conducts testing as specified in Step 3, and submits the results, in writing, to the Board's staff.

Step 5: The staff reviews the test report submitted by the owner and recommends to the Board whether the project should proceed to Step 6, the design phase. Should the owner elect to abandon the project, all costs accrued by the Board's staff will be paid to the Board by the owner.

Step 6: The owner contracts with the Board for design of the meter conversion. The contract, among other things, will specify that:

- The Board will engage an engineering firm to perform the design. The design will conform to the specifications of the Board.
- The owner will pay all costs associated with the design, the bid process, and, with staff oversight and review of, the design and bid process.
- These costs will be paid to the Board monthly by the owner, as they are invoiced by the engineering firm.
- Should the owner cancel the project at any time, he shall be obligated to pay all accrued costs associated with the project.
- The Board must approve of the design prior to advertising for bids.

Step 7: Following design, the engineering firm will put the project out to sealed bid. Bids shall be opened at a meeting of the Board.

Step 8: The engineering firm and the Board's staff will evaluate the bids and make a recommendation to the Board regarding the awarding of the construction contract. The owner will be provided, in writing, the amount of the bid and the name of the successful contractor.

Step 9: The owner will advise the Board, in writing, as to whether he elects to proceed with construction or abandon the project. Should he elect to abandon the project, all accrued costs of the project shall be paid by the owner to the Board.

Step 10: Should the apartment complex owner elect to proceed with construction, he will contract with the Board for the construction. The contract will, among other things, stipulate that:

- The Board will engage the services of the contractor for the performance of the meter conversion project
- The Board will engage the services of an engineering firm to oversee the construction activities and to prepare record drawings.
- All costs associated with the contractor and the engineering firm shall be paid by the owner, monthly, as they are invoiced to the Board by the contractor and the engineering firm.

Step 11: The apartment complex owner will prepare, at his expense, easements for the operation and maintenance of the water system within the apartment complex. The easements shall clearly state that the Board is not responsible for damage to, or replacement of, paving, grass, trees, fences, shrubs, buildings, walls, etc.

Step 12: Following construction, the contractor will deliver to the Board record drawings which are accurate and which certify that the construction was performed in accordance with the plans and specifications. The owner will demonstrate through comparison of individual and master meter readings, that the apartment complex water system is free of leaks and unmetered connections. Board personnel will collect the meter readings used in this comparison. The meter reading will be billed to the owner at actual cost. In the event that the master meter and individual meter data indicate the presence of leakage, the apartment complex owner will pay any additional repairs, testing, and engineering fees necessary to locate and correct the leakage.

Step 13: The Board accepts the water system for operation and maintenance.

7.12 System Design; General Criteria

Standard Specifications for Water Mains, Sanitary Sewers and Sewage Pumping Stations are developed to establish minimum acceptable standards for the design and construction of water distribution and transmission facilities and wastewater collection and transmission facilities owned, operated, or maintained by MAWSS. Such facilities include water mains, gravity sewers, wastewater force mains, wastewater pump stations, and miscellaneous related appurtenances associated with such systems.

A copy of the Standards and Specifications may be purchased at MAWSS' office located at 207 North Catherine Street, Mobile, Alabama. or is available for downloading on MAWSS' website.