

SECTION 3

FEES AND CHARGES

3.1 General

Rules, charges, and fees for services provided by MAWSS are established by order of the Board and are contained in the current MAWSS' Fee Schedule, as modified from time to time by the Board. Copies of the current Fee Schedule may be inspected at MAWSS' office and are available free of charge upon request. They are also available on MAWSS' website. All fees are payable in advance of service. At the discretion of the Board, some one-time fees may be paid in installments.

Public Schools, K through 12, shall be charged 60% of the water charges (water used for irrigation or sports facilities are excluded). Public Schools (colleges and universities) shall be charged 80% of the water charges (water used for irrigation or sports facilities are excluded).

3.2 Connection Fee; Service Line Component; Capacity Component

The Connection Fee is comprised of a "service line" component and a "capacity" component.

Service Line Component: The Service Line Component of the Connection Fee for sewer service will be based on the platted area of property served (area determined without regard to condition or ability to develop, and will include all property used by the customer or the lot size, whichever is greater). Property area will be determined to the nearest tenth of an acre. The fee for connection to a pressure sewer shall be one-half of the established parcel fees but no less than the fee shown for 0.2 acres.

The Service Line Component of the Connection Fee for water is based on meter size as shown on the Fee Schedule.

Each fee includes one 5/8 inch water meter or one six-inch sewer lateral if these services are adjacent. Adjacent means 1) no intervening private property, 2) no more than two intervening lanes of public streets, and 3) no more than 50 feet to the property. If they are not adjacent, costs to bring these services to the property line will be paid by the owner in lieu of the service line fee.

Except for property to be accepted as a subdivision, with water and/or sewer facilities provided by others, the fee for any parcel having service, and subsequently subdivided into smaller parcels shall be determined by calculating the fee 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.

Capacity Component: The capacity component of the connection fee is charged to new and existing customers who modify, add, or construct facilities which impose additional potential demand on the water and/or wastewater system. This fee is charged to equitably adjust the fiscal burden of water/sewer users. All capacity fees are allocated to the direct and indirect

costs of capital improvements made necessary by actual and expected increased demand on the water/sewer system.

A baseline value for the capacity fee is established for a 5/8-inch water meter size. All other meters, except 5/8-inch irrigation meters, will be charged a capacity fee based on an ERC meter size, as related to a 5/8-inch meter as follows:

<u>METER SIZE</u>	<u>ERC</u>
5 / 8"	1.0
3 / 4 "	1.5
1"	2.5
1.5"	5.0
2"	8.0
3"	16.0
4"	25.0
6"	36.0
8"	64.0
10"	100.0

The capacity fee is in addition to any amount which might be expended by the customer for water/sewer system improvements or other fees required by MAWSS. The capacity fee is not refundable.

MAWSS reserves the right to discontinue service to premises for non-payment of applicable capacity fees. MAWSS reserves the right to charge the capacity fee on the basis of meter size for those users who impose a potential demand greater than can be supported by a 5/8-inch meter. The right to service, as applicable to the capacity fee, is assigned to the premises served and is not transferable.

A separate record shall be maintained for all capacity fee receipts, and the revenues so realized shall be restricted in the application as provided for herein.

Additional capacity fees may be charged to a customer who modifies or changes the use on the premises served, including the reduction of dwelling units, which may result in a greater equivalent ERC. For capacity fees that are increased, credits will be given for capacity fees paid for previous use.

Additional meters may be installed on a single line serving a single lot with an additional charge levied for each meter installed, including additional capacity fees where applicable.

Sewer connection fees for single-family residential customers, (who own and are/will be living in the residence), may be financed for a period not to exceed five (5) years at the interest listed on the Fee Schedule.

3.3 Tapping Fee

A tapping fee is charged for costs incurred by MAWSS in the connection of the customer's premises to MAWSS' water or wastewater system and will vary with the size of meter or pipe

installed. Tapping fees generally are charged to customers requesting additional service connections. Tapping fees shall be charged for each change in the size or type of meter, and include an initial service charge, the cost of labor and materials, permit costs, and use of equipment for the installation of the meter, related fittings and appurtenances, and replacement of pavement, sidewalk, curbs, gutters, sod, and plantings.

Additional meters may be installed on a single line serving a single lot with an additional charge levied for each meter installed including material, labor, equipment, and overhead, together with additional capacity fees when applicable.

Renewals of ¾-inch water service lines are at the customer's request and expense.

Sewer laterals shall be installed and maintained at the owner's expense from his property line to the structure served. Owner is responsible for clearing any blockages that may occur in the sewer service line from the structure served to the sewer main.

3.4 Surcharge

Sewage exceeding the equivalent of domestic or normal strength sewage is considered "high strength sewage", usually generated by industrial and commercial customers. A surcharge is imposed on those customers generating high strength sewage. This charge is for the recovery of the extraordinary operation and maintenance costs associated with the treatment of such high strength sewage. See Fee Schedule.

A surcharge is imposed for the following:

1. BOD in excess of 280 parts per million (ppm)
2. Suspended solids in excess of 250 ppm
3. Oil and grease in excess of 100 ppm
4. Ammonia Nitrogen in excess of 20 ppm

3.5 Meter Test Fee

Upon written request and advance payment of a Meter Test Fee, as shown in the Fee Schedule, MAWSS shall test a customer's meter to prove its accuracy. The Meter Test Fee will not be refunded to a customer with a meter that registers equal or less than the actual amount of water passing through the meter.

3.6 Tampering Charge

Upon receipt of notification by either an individual or employee of MAWSS that there is reasonable cause to suspect that tampering with MAWSS' property or facilities has occurred at any premises served by MAWSS, MAWSS shall cause an investigation to be made of those premises. If an on-site inspection verifies tampering, MAWSS shall charge an initial Tampering Charge to cover its expenses in conducting said investigation and taking measures to deter further tampering. Any repeat occurrence(s) of tampering with MAWSS' facilities will result in

the application of a repeat Tampering Charge and the abandonment at the main of all service(s) to the premises for which restoration of service would include the payment of Connection Charges. The Tampering Charge and the repeat Tampering Charge amount shall be established by order of the Board. If it is reasonably established that the individual who has tampered with MAWSS' facilities is the same person who resided at the site at the time of the tampering, then that individual will be responsible for the tampering charge and all other appropriate charges unless that individual can demonstrate that another party is responsible for the tampering.

3.7 Service Charge

A Service Charge is charged by MAWSS for each instance in which water service is connected, for the collection of a delinquent account or dishonored check, tampering, vandalism, etc. and for subsequent on-site visits resulting from these and other-related causes not in the usual course of scheduled business. In the case of a divorce or where a spouse is deceased, the service charge will be waived unless the service has been cut or discontinued. Service provided between normal business hours of the next business day shall be considered Regular Service. Service provided between normal business hours on the same business day shall be considered Same Day Service. Service provided between normal business hours and/or on weekends and holidays shall be considered Priority Service. See Fee Schedule for applicable rate.

3.8 Delinquent Account Charge

The Board shall impose a Delinquent Account Charge as provided in Section 4.10.

3.9 Return Check Charge

MAWSS shall impose a Returned Check Charge for each dishonored check that is returned by the bank. Only cash, cashier's check, or money order will be accepted as payment for checks which have been dishonored. The customer's account will be annotated upon receipt of a dishonored check. The issuance of the second dishonored check will preclude the acceptance of another check for a twelve-month period. During this time, only cash, cashier's checks, or money orders will be accepted for payment.

3.10 Refunds of Overpaid Service

Overpayment of service on an active account will be refunded only at the request of the customer. Refund checks are issued once a month. Should a customer request payment prior to the scheduled refund date, a processing fee will be deducted from the amount of the refund.

3.11 Meter Relocation

Meters will be relocated by MAWSS at the owner's request or when it is in the best interest of MAWSS. The cost of this relocation when performed at the owner's request will be billed to the owner. It is the owner's responsibility to have the meter connected to their line.

3.12 Easement / Right-Of-Way / Vacation Charge

Customers requesting an easement or right-of-way vacation shall pay the scheduled fee to cover the cost of researching the necessary documentation to make the vacation ruling. The fee is required when the vacation request is made and is non-refundable. Easement and right-of-way vacation requests should be directed to the Mapping and Connections Department of MAWSS.

3.13 Development Review and Inspection Fee

The scheduled development review and inspection fee shall be paid by those individuals requesting reviews for commercial subdivisions, residential subdivisions, and commercial developments. The fee shall be provided at the time the review is requested. The comments provided by MAWSS as a result of a plan review shall remain valid for a period of two years (730 days) from the date that MAWSS provides the final comments of said review to the requester. Re-submittals of plans for review during this two-year period shall be charged the scheduled fee for plan review re-submittal. The two-year period of validation shall begin at the date that MAWSS provides final comments on the re-submittal review. After the two-year period, the plans must be resubmitted for review if the requester has not commenced with constructing the project disclosed in the plans. Total fees shall be charged for plans that are resubmitted after the two-year period. MAWSS will provide a checklist of items required for submittal prior to acceptance of any water and sewer facilities. All submittals shall be given to the appropriate MAWSS inspector, who will ascertain the completeness of the submittals. The MAWSS inspector will also make periodic site visits during construction to confirm adherence to the Board's Standard Specifications.

3.14 Locate Sewer Service Connection (Lateral Location)

Plumber (or property owner) is expected to exert reasonable effort in locating sewer laterals. Any lateral that is within 5 feet of the horizontal location indicated by the Board's Mapping and Connections Department and at a depth within 8 feet of the original ground level will be considered accessible. There is no charge for the initial lateral verbal location information provided by the Mapping and Connections Department. However, if plumber (or property owner) requests a lateral location by videotaping and/or excavation, they will be billed the scheduled amount for videotaping and/or excavation if the lateral is found to be accessible.

A fee shall be charge for MAWSS to physically locate a sewer lateral either by video or excavation methods. Measurements can be given at the request of a builder, homeowner, or plumber except in cases where the record utility drawings are lacking that information. See Fee Schedule for established amount.

3.15 Property Owner Sewer Repair Notices

Defective Private Property Sanitary Sewer Laterals (Private Laterals), which extend from private buildings and facilities to the public sanitary sewer system, and private lateral cleanouts, which provide access to said laterals for maintenance, are major contributors of Storm Water to the

public sanitary sewer system during rain events. Storm Water is detrimental to the public sanitary sewer system in the following ways: 1) it causes wet weather sanitary sewer overflows (SSOs); 2) it causes sewer backups into buildings; 3) it decreases system capacity for transporting and treating wastewater; 4) it decreases capacity for connecting new customers; and 5) it requires costly upgrades to wastewater collection and treatment systems. Consequently, property owners are required to maintain their laterals in a state of good repair so that defects do not allow storm water to inflow and infiltrate (I/I) into the public sanitary sewer system. Customers of MAWSS agree to prevent their plumbing from being I/I sources as a condition of continued service by MAWSS.

MAWSS performs inspections and testing in parts of the sewer collection system where excessive inflow *and/or* infiltration have been measured. The work is performed to identify whether storm water or groundwater can enter the sanitary sewer system through defects in the Board's sewer mains and laterals or through the sewer services on private property or both. This policy prompts property owners to repair and properly maintain private laterals and clean-outs, as well as remove any other sources of I/I, such as roof downspouts connected to the sanitary sewer system and unauthorized surface drains.

If inspection or testing (via industry accepted measures) indicates that a sewer service on private property is defective, the property owner and tenant (if applicable) will be notified by certified letter. The property owner will be given 180 days to have the private property sewer defects located and repaired by a licensed plumber and to notify MAWSS of the repairs. For verification purposes only, the property owner shall send a copy of the plumber's bill to MAWSS with a statement that the repairs have been made. MAWSS will not pay the plumbing bill. MAWSS may, at its option, re-test the line to verify that all defects have been repaired.

If the property owner fails to notify MAWSS within 180 days that the repairs were made within the allotted timeframe, the "Unauthorized Storm Water/Rainfall, Other Drainage Inflow Into Sewage System Charge" shown in the Fee Schedule will be added to the water and/or sewer bill.

Any additional charges and/or penalties discussed herein are considered a part of the water and/or sewer bill. Failure to pay these charges will result in a delinquent account and action will be taken by MAWSS as discussed in Section 4.10, "Delinquent Account." Non-payment of the entire bill may result in service being discontinued within 42 days of the original bill date.

There are three categories of lateral owners identified in this program: 1) a resident property owner who owns and resides in the single dwelling served by the defective lateral; 2) a MAWSS customer landlord who owns rental property served by the defective lateral and is a MAWSS customer elsewhere in the service area; and 3) a non-MAWSS customer landlord who owns rental property served by the defective lateral and is not a customer of MAWSS. This category includes rental property owned and/or managed by management companies and other such corporations, LLCs, partnerships, etc.

To ensure property owners will repair their defective laterals, the following actions will be taken:

1. Resident Property Owner – If the repairs are not completed within 180 days of initial notification, a monthly penalty will be billed for up to 90 days. Should repairs not be completed after the first 90 day period of penalties, the monthly penalties will double for

an additional 90 days. If the lateral is not repaired after 360 days, water and/or sewer service will be discontinued at the address of the defective lateral.

2. MAWSS Customer Landlord – If the repairs are not completed within 180 days of initial notification by MAWSS, a monthly penalty will be billed to the landlord's private water and/or sewer account for up to 90 days. Should repairs not be completed after the first 90 day period of penalties, the monthly penalties will double and continue to accrue to the private water account until the lateral is repaired or the tenant vacates the property. If the tenant vacates the rental property served by the defective lateral, water and/or sewer service to the rental property will be discontinued until all accrued penalties and fees are paid and lateral repairs are completed. If the landlord accrues penalties to his/her private water account and fails to pay said penalties, the account becomes delinquent and water/sewer service will be cut at the private address of the landlord. To re-establish service to the landlord's private account, all fees and charges in accordance with the Delinquent Account Policy must be paid at the private address. After five months of penalties, the City of Mobile's Chief Plumbing Inspector will be notified of the defective lateral. The City may take additional actions to ensure the lateral is repaired. Regardless of actions taken by the City, penalties will continue to accrue until the lateral is repaired.

3. Non-MAWSS Customer Landlord or Property Management Company – If the repairs are not completed within the initial 180 days of initial notification by MAWSS, a billable account will be created for the property owner or management company. Monthly penalties will be assessed to the account for up to 90 days. Should repairs not be completed after the first 90 day period, the monthly penalty will double and continue to accrue until the lateral is repaired or the tenant vacates the property. If the tenant vacates the rental property served by the defective lateral, water and/or sewer service to the rental property will be discontinued until all accrued penalties and fees are paid and lateral repairs are completed. After five months of penalties, the City of Mobile's Chief Plumbing Inspector will be notified of the defective lateral. The City may take additional actions to ensure the lateral is repaired. If the MAWSS penalties are not paid for six billings, the account will be forwarded to a collection agency. Any outstanding penalties will be pursued through the collection agency. Regardless of actions taken by the City or the collection agency, penalties will continue to accrue until the lateral is repaired.

Should MAWSS determine that repairs have not been made to the lateral as indicated by the property owner, the property owner will be notified that the lateral is still in need of repair. If the 180 days has not expired, the remaining time will resume from the date MAWSS re-notifies the property owner that the lateral still needs repairs. If the 180 days has expired, the property owner will be assessed the "Unauthorized Storm Water/Rainfall Inflow into Sewage System Charge." The sequence of fees and potential loss of service will occur as described above.

MAWSS may re-test the line to verify that all defects have been repaired at any time.

Private Lateral Cleanouts

If inspection or testing (via industry accepted measures) indicates that a private lateral cleanout cap is not in place, MAWSS will leave a cleanout cap package at the property (once per property ownership). The property owner will be given 7 days to replace the cleanout cap. After 7 days, MAWSS will inspect the property to ensure the cap has been installed. If the cap is not installed after 7 days, the property owner will be notified by certified letter that a cleanout cap package was left at the property and needs to be installed. The property owner will be given 30 days to install the cleanout cap and notify MAWSS of the installation. If the cleanout cap is not installed within 30 days, the following will occur:

1. Residential Property Owner – If cleanout cap is not installed within the initial 30 days, a monthly penalty will be billed for up to 90 days. Should the cap not be installed during the 90 day penalty period, water and/or sewer service will be discontinued at the address in question.
2. MAWSS Customer Landlord - If the cleanout cap is not installed within the initial 30 days, a monthly penalty will be billed to the landlord's private water and/or sewer account for up to 90 days. Should the installation not be within the first 90 day period, the penalty will double and continue to accrue to the private water account until the cap is installed or the tenant vacates the property. If the landlord accrues penalties to his/her private water account and fails to pay said penalties, the account becomes delinquent and water/sewer service will be cut at the private address of the landlord. To re-establish service to the landlord's private account, all fees and charges in accordance with the Delinquent Account Policy must be paid at the private address. After five months of penalties, the City of Mobile's Chief Plumbing Inspector will be notified of the defective lateral. The City may take additional actions to ensure the lateral is repaired. Regardless of actions taken by the City, penalties will continue to accrue until the lateral is repaired.
3. Non-MAWSS Customer Landlord or Property Management Company – If the cleanout cap is not installed within the initial 30 days, a billable account will be created for the property owner or management company. Monthly penalties will be assessed to that account for up to 90 days. Should repairs not be completed within the first 90 day period, the monthly penalty will double and continue to accrue until the cap is installed or the tenant vacates the property. If the tenant vacates the rental property served by the defective lateral, water and/or sewer service to the rental property will be discontinued until all accrued penalties and fees are paid and lateral repairs are completed. After five months of penalties, the City of Mobile's Chief Plumbing Inspector will be notified of the defective lateral. The City may take additional actions to ensure the lateral is repaired. If the MAWSS penalties are not paid for six billings, the account will be forwarded to a collection agency. Any outstanding penalties will be pursued through the collection agency. Regardless of actions taken by the City or the collection agency, penalties will continue to accrue until the lateral is repaired.

Should MAWSS determine that the cleanout cap has not been installed as indicated by the property owner; the property owner will be notified that the cleanout cap still needs to be installed. If the 30 days has not expired, the remaining time will resume from the date MAWSS notifies the property owner that the cap is not in place. If the 30 days has expired, the property

owner will be assessed the “Unauthorized Storm Water/Rainfall Inflow into Sewage System Charge.” The sequence of fees and potential loss of service will occur as described above.

MAWSS will only provide a cleanout cap package once per property ownership and may inspect the cleanout at any time to ensure the cleanout cap remains in-place.

Other Sources of I/I

Any other private property sources of I/I, such as, but not limited to, roof downspouts, sump pumps and unauthorized surface drains, will be addressed in accordance with either the Private Laterals or Private Lateral Cleanouts provisions above. The approach used will depend on the cost and complexity of removing the I/I source.

Leased or Rented Property - Notification of Owner by Tenant

Where a property is leased, MAWSS will make an effort to contact both the property owner and tenant. There are times when the property owner is difficult to locate; therefore, the tenant shall also be required to contact the property owner and notify him/her of the needed repairs to remove I/I sources from the premises.

Compliance with this policy is a condition of service. MAWSS reserves the right to seek reimbursement of administrative and operational costs, collection costs, and legal fees resulting from enforcement of this policy. Property owner agrees, as a condition of MAWSS furnishing service to the property, that MAWSS recover these costs and fees if property owner fails to comply with this policy.

3.16 Termination of Sewer Service by MAWSS

Property owners who are three months delinquent in paying their sewer bill will have their sewer lateral cut and plugged so that sewer service is no longer available. Once a lateral is cut and plugged, the property owner must pay the “Unplugging Sewer Only Lateral” fee before the sewer service can be reconnected plus any delinquent billing amounts owed. If a lateral is scheduled to be cut and plugged, the property owner may prevent the cutting and plugging by paying the delinquent amount of the bill plus the mobilization fee shown in the Fee Schedule. The property owner must visit MAWSS and pay the delinquent bill prior to the schedule date the crew is to arrive to cut the sewer lateral.

At locations where there are multiple dwellings on one sewer lateral, such as an apartment complex, and the tenants of each unit are required to pay their own water and sewer bill, the manager or owner of the complex will be billed for those tenants who are delinquent in paying their water and sewer bill.

If sewer service is cut and plugged because a tenant failed to pay his or her bill and said tenant vacates the property leaving the sewer account delinquent, the property owner will be responsible for paying the “Unplugging Sewer Only Lateral” fee.

If sewer service is cut and an elder valve is in place, the service may be re-established by paying the fees for both cutting and reconnecting the service plus any delinquent billing amounts.

It is the property owner's responsibility to verify functionality of the existing sewer service lateral. MAWSS assumes no liability for property damage resulting from using a defective or capped sewer lateral. The property owner will be responsible for paying the scheduled fee to reconnect/unplug a sewer lateral.

Properties that have been abandoned and/or unoccupied for more than five (5) years may have the sewer service capped by MAWSS. Reinstatement of service will require payment of all normal fees associated with a new service.

3.17 Basis of Unit Charges – Multiple Units

Customers require water and sewer service capable of responding to a wide variety of demand on use. Though the divergent use pattern of a large number of customers reduces the relative range demand capability needed, a significant portion of the resources of the system remains necessary for stand-by demand.

The costs of these resources are recovered through a water rate structure that declines with increased use. By having a higher water rate for the first water used each month the cost of stand-by capability is spread among all units of customer use. The accounts with units are charged the greater of the prorated costs of the average individual consumption times the number of units or the consumption costs, whichever is greater. The consumption calculation will check for minimum consumption.

For the greatest number of MAWSS' customers the number of units receiving service is one, and there is no reason to give any attention to the unit charges. However, for customers listed in the following table the unit charge policy is significant.

	<u>Type of Customer</u>	<u>Explanation</u>	<u>Units</u>
1	Single family residence	---	1.0
2	Each rental unit in a multi-family complex	Occupied or Vacant	1.0
3	Each 4 rooms (or part thereof) of hotel or motel rooms or suites	Occupied or Vacant	1.0
4	Number of trailer space outlets in a park with a master meter	Occupied or Vacant	1.0
5	Number of businesses having separate restrooms in an office complex or building	Occupied or Vacant	1.0
6	Each 8 rooms (or part thereof) in an office or industrial complex or building having common restrooms	Occupied or Vacant	1.0
7	Each part of any shopping center used by separate tenants whether under one roof or more roofs	Occupied or Vacant	1.0

Fire line charges will be divided among active businesses that have water accounts in publicly owned buildings served by a fire line common to those businesses.

3.18 Fire Hydrant Meter Usage

Customers desiring the use of water from a hydrant may obtain permission by completing required forms and paying established fees. The hydrant meter may only be used on a MAWSS hydrant. If the meter is lost or stolen, the customer will be required to pay for the cost of a replacement meter and the cost of fittings and forfeit the deposit.

MAWSS reserves the right to deny future rental to customers that are found to have misused the fire hydrant meter.

3.19 Go Back / Turn On Charge

When a customer requests MAWSS come out to turn their meter on, the customer must be present to authorize service. If the customer is not present, thereby requiring MAWSS to make a return trip, a service charge will be incurred. Customer may turn on service to prevent a return trip service charge.

3.20 Meter Reread Fee

Each time a customer requests that their water meter be reread and the initial reading is found to be correct, a "meter reread fee" as listed in the Fee Schedule will be charged to the customer's account. If the reread indicates that the initial reading was incorrect, the customer will not be charged a fee.

3.21 Dormant Account Charge

This service charge applies to all customer accounts which discontinue service, have money due them, and which leave no traceable forwarding address. MAWSS will make every reasonable attempt to locate the customer within a five-year period. A holding charge as shown by the Fee Schedule will be applied to the account annually for five years. After this time, any balance remaining that is greater than (\$50) will be transferred to the State as unclaimed property.

3.22 Charge to Uncover or Access a Water Meter

All meter boxes are to be kept free from vegetation and debris. The meter box must be easily accessible for reading and maintenance. In the event a meter box is inaccessible for 3 two (2) or more consecutive months, whether intentionally or by accident, the customer will be assessed an amount equal to the cost incurred by MAWSS to uncover the box in addition to an estimated monthly usage charge.

Failure to maintain access to the meter for meter reading/servicing will result in a service charge, installation of a radio read device at customer's expense, and/or disconnection.

3.23 Third Party Damage to Sanitary Sewer Pressure Services

Low-pressure sewer systems have been subject to third party breaks resulting in Sanitary Sewer Overflows (SSOs). Some of these breaks have occurred as a direct result of home building activity. The homebuilder is required to protect the pressure service at all times and is responsible for breaks due to home building activities, including site work. A break may result in an illegal discharge of sanitary sewer which may damage the environment and may result in a fine charged to MAWSS by regulatory agencies.

When a pressure service line is damaged by home building related activities, the following shall apply:

- 1) All costs incurred by MAWSS for repair and cleanup after damage occurs shall be billed to the homebuilder, including any penalties/fines imposed by regulatory agencies. This shall apply to the first occurrence of breakage by a homebuilder.
- 2) The second time a homebuilder is responsible for damage to a pressure service line, he shall pay the costs described in 1) plus an additional penalty of \$250.
- 3) The third time a homebuilder is responsible for damage to a pressure service line, he shall pay the costs described in 1) plus an additional penalty of \$500.
- 4) The fourth and any subsequent times a homebuilder is responsible for damage to a pressure service line, he shall pay the costs described in 1) plus an additional penalty of \$1000.
- 5) If the homebuilder has established a MAWSS service account for a home under construction, the water and sewer bill will remain in the homebuilder's name until any and all charges made in accordance with this policy are paid. Where MAWSS does not provide water service, sanitary sewer service will not be permitted until all charges are paid.
- 6) The homebuilder will not be issued any other meters until all charges made in accordance with this policy are paid.

3.24 Third Party Sanitary Sewer Overflow Costs

When an SSO from MAWSS' wastewater facilities is the result of a negligent act by a third party and the third party can be identified, the cost of MAWSS' response to the SSO and any regulatory penalties associated therewith shall be invoiced to the third party. Refer to Policy 3.23 for SSOs related to sewer pressure services.

3.25 Fire Line Abandonment or Repair

When an existing structure served by a fire line is demolished, a written request by the property owner must be submitted prior to MAWSS' abandonment of the fire line. Proof of demolition of the existing structure and a letter from the Fire Marshall authorizing the disconnection of the fire protection facilities must be attached. The requesting customer shall pay MAWSS' costs to permanently disable the line. Until such time the fire line is capped, property owner shall pay the monthly fire line charge.

When customer requests a fire line to an existing structure be turned off for a temporary period of time, a letter from the Fire Marshall authorizing the disconnection of the fire protection facilities must be attached to the customer's written request. Requesting customer shall pay MAWSS' cost to provide this service.