



Committed to Providing Clean Safe Water for All Our Residents

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CHILTON WATER AUTHORITY

RULES AND REGULATIONS; REVISIONS AND AMMENDMENTS

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WARNING!
TAMPERING WITH THIS WATER SYSTEM
IS A
FEDERAL OFFENSE!
UNDER:
US CODE Title 42, Section 300i-1

These Rules and Regulations shall be incorporated in and shall become part of and all contracts for water service from Chilton Water Authority and to all services received from Chilton Water Authority, whether the service is based on contract, signed application, or otherwise, and acceptance of service by an account holder will constitute agreement to the terms of said Rules and Regulations.

ACCOUNT HOLDERS

Obligations: Any person, partnership corporation, entity or body politic may be an account holder with Chilton Water Authority by:

1. Signing an application for Water Service (Must be notarized).
2. Providing the requested information including but not limited to an individual's driver's license, contact information, daytime phone numbers, cell phone numbers, (and if requested: lease/rental agreement, deed or a copy where the land taxes were paid, picture identification, social security number).
3. Paying the applicable fees hereinafter specified.
4. Agreeing to comply with and be bound by the rules and regulations of Chilton Water Authority, as well as any amendments that may be adopted by the Board of Directors.

Water Service Options: An account holder may purchase water services from Chilton Water Authority in one of the following methods:

1. **"New meter connection to existing system:"** An applicant who (1) signs an "Application for Water Service", (2) Pays the Applicable new meter service fee and Deposit and (3) has no outstanding balance from previous services.
2. **"Existing Meter Service:"** An applicant who (1) signs an "Application for Water Service", (2) Pays the Applicable new meter service fee and Deposit and (3) has no outstanding balance from previous services.
3. **"New Extension:"** An applicant who (1) pays to have a new main line installed and ran to their desired location and (2) signs an "Application for

Water Service”, (3) Pays the applicable new meter service fee, extension fee, and Deposit and (4) has no outstanding balance from previous services.

SERVICE RULES AND REGULATIONS

Availability: Water service from Chilton Water Authority is available to all applicants within the service area unless you have been denied service previously due to a tampering or any other violations. Applicants are also subject to the Extension policy of Chilton Water Authority, and other duly approved fees, deposit, and rules and regulations as well as any applicable State or Federal Rule Regulations.

Deposits: A deposit in accordance with the schedule listed below shall be required before service may be rendered to any applicant. **“Deposits cannot be transferred between accounts”**

1. **Residential Meter Deposits:** a deposit in the amount of (\$75.00) is refundable when the account is closed less the balance due.
2. **Residential “Rental” Meter Deposit (Non-Land Owner):** a deposit in the amount of (\$100.00) is required and is refundable when the account is closed less the balance due.
3. **Commercial Meter Deposit:** a deposit in the amount of (\$150.00) is required and is refundable when the account is closed less the balance due.
4. **Fire Hydrant Meter Deposit:** A deposit in the amount of (\$150.00) is required and is refundable when the account is closed less the balance due.

Tap Fees:

1. **¾” Tap:** an installation Charge of **\$1000.00**
2. **¾” Tap on State Highways:** an installation charge of **\$1800.00**
3. **¾” Tap on HWY 145:** an installation charge of **\$2050.00**
4. **1” Tap:** and installation charge of **\$1250.00**
5. **1” Tap on State Highways:** an installation charge of **\$2050.00**
6. **1” Tap on HWY 145:** an installation charge of **\$2300.00**
7. **Fire Hydrants are only available on water mains 6” and larger:** Hydrant costs are figured on an individual basis.
8. **Larger Water Services:** 3” and above or special cases will be determined by a cost evaluation of Chilton Water Authority.

Service Fees: The following service fees apply and are not refundable:

1. **Service Charge:** \$25.00 is applied to activate a service.
2. **One Day Activation:** A \$50.00 non-refundable fee to activate a service for one day.
3. **Late (Penalty) Fee:** \$10.00 incurred if your balance is not paid by the 15th of each month.
4. **Return Check fee:** \$35.00 added to bill amount if your payment is declined.
5. **Non-payment:** \$50.00 added to the bill amount if payment is not made by 4 P.M. on the Monday before the last Tuesday of each month. Unless other notice is given.
6. **Customer Requested Service Call:** \$50.00 is added to the following month's bill when a customer calls requesting a Chilton Water Authority employee to come to their premises for a problem that they have on their side of the check valve. (ex. turn off water, leaks on customer side of meter, locate meter)
7. **Meter Test / Data pull:** \$50.00 is added to the following month's bill when a customer calls requesting an unscheduled reading for personal verification of water use, except when it is determined the reading was in error.
8. **Damage Fee:** When Chilton Water Authority's equipment is damaged intentionally or through neglect by account holder, the actual cost for materials and labor will be added to the Account Holders water bill. Failure to pay for the damages will result in a termination of service.
9. **Handling Fees:** a \$3.00 fee will be incurred on each transaction placed on a Credit/ Debit Card, web payment, or payment by phone.
10. **Tampering fees:** after the 1st offense a \$100.00 fee is applied, after 2nd offense a \$500.00 fee is applied, after the 3rd offense a \$750.00 fee is applied, a 4th offense results in a Denial of Service.

Tampering Policy (as of 1/1/17):

1st Offense: \$100.00 fee is incurred and any additional cost due to intentional damages. Then a forfeiture of deposit will be applied. All Charges must be paid in full to re-activate service. Upon re-activations the service must be activated in the property owner's name. The property owner is not responsible for any charges that incurred while the account is in the renter/lessee name. The property owner will then be notified for any tampering to the meter located on their property. Chilton Water Authority must have owner/lessee information on all accounts that they own.

2nd Offense: \$500.00 fee is incurred and any additional cost due to intentional damages. Fee must be paid in full as well as all charges that have been incurred (remains in property owner name).

3rd Offense: \$750.00 fee is incurred and any additional cost due to intentional damages. Fee must be paid in full as well as a 2 month delay of service from the time that Chilton Water Authority finds the meter tampered with (remains in property owner's name).

4th Offense: Denial of Service and will be turned over to local Law Enforcement.

VACANT ACCOUNTS:

(On Accounts turned off by owner or the renter by request)

1st Offense: A letter stating that a tampering has occurred will be sent to the property owner and the account will be RED FLAGGED;

2nd Offense: A warning letter will be sent to the property owner stating that if another tampering occurs the service will be disconnected.

3rd Offense: Service will be disconnected from main and placed out of service as well as incurring a \$750.00 charge to re-activate plus deposit.

GENERAL RULES AND REGULATIONS

Point of Delivery: The point of delivery is the point designated by Chilton Water Authority, on the account holder's premises. From this "designated point of delivery" all installations from the outlet side of the backflow prevention device (check valve), including service lines, fittings, valves, plumbing on inside or outside, etc., is the responsibility of the account holder to install and maintain.

Service Taps: Water service taps are the lines in which the point of delivery is set between Chilton Water Authority and the account holder. The water meter is property of Chilton Water Authority and is maintained by Chilton Water Authority. The account holder will be given a blue flag to place on their parcel to indicate where the desired location of the meter box is to be placed. After the service has been set and the customer deems it to be in the wrong place or on the wrong parcel of land it will be up to the account holder to pay for a new service tap fee. Account holders will have a back flow prevention device (**check valve**) installed on all new

service taps. There also must be a complete physical disconnection between private wells or other unapproved sources and the service from a public water supply such as another public water system. All account holders are encouraged to install a pressure regulator just beyond the check valve to avoid excessive pressure on the account holder's side of the meter. All regulators and installations will be to the expense of the account holder.

WARNING!!!

Chilton Water Authority installs backflow prevention devices on the outlet side of each meter for cross-connection control. This will create a closed system which will require the account holder to insure there is a proper relief valve on hot water tanks.

1. Meters may only be set on property owned by the account holder or where a legal recorded utility easement has been issued.
2. New meter services will be installed just off the public access road or right-of-way where there is an adequate water main. All roads have different right- of-ways so check with your local agency. Where fences are involved, the meter will be located on the roadside of a fence.
3. Chilton Water Authority highly recommends that the account holder install a cutoff valve and regulator on the account holder's side of the meter box. Should an account holder or plumber open the meter box to secure water service, check the leak detector, check the reading or any other reason; they are responsible for placing the lid back on the meter box when the task has been completed. **Chilton Water Authority will not be responsible for any injuries caused by an open meter box or any damages from the use thereof.**
4. In instances where a dwelling is located an excessive distance from the location of the water meter on a public access road, the account holder should consider up-sizing their service line based on distance and elevation.
5. **No account holder is allowed to tie additional user(s) to their meter service; each dwelling is required to have their own service.**
6. All aggressive animals must be kept at a minimum of 50 feet from the meter box.

Right of Access: Chilton Water Authority shall have the right of access to the account holders premises at all reasonable times for the purpose of reading meters, testing, repairing, removing or changing any or all equipment belonging to Chilton Water Authority. The account holder by signing the application for service does hereby grant an easement for the meter(s) and the necessary water facilities to be located on their property.

Inspections: Chilton Water Authority reserves the right, but shall not be obligated to, inspect any installation before service is provided or at any later date to identify extra users, possible cross connection, or any conditions detrimental to present or future account holders.

Account Holders Responsibility for Chilton Water Authority Property:

All meters, service connections, and other equipment furnished by Chilton Water Authority will remain property of Chilton Water Authority. Account holders must provide a space for and exercise proper care to protect the property of Chilton Water Authority on the account holder's premises. In the event of loss or damage to Chilton Water Authority's property arising from the neglect of the account holder, the cost of necessary repairs or replacement of property will be the responsibility of the account holder.

Transacting Business By Phone/Internet: If the account holder desires to transact business by phone, facsimile, or internet involving the account holders service, then certain information will be required for verification.

Billing: Chilton Water Authority has one billing cycle at this time for the purpose of billing and collections. Meters will be read starting the first of the month and then bills will be calculated the last week of that month. The water utility bill will generally be received by the account holder on the first of the following month and be due by the 15th of that month. If payment is not made, a late penalty will be incurred by the account holder. At this time if payment still has not been made by 4 p.m. the Monday before the last Tuesday of the month in which the account holder's bill is due, the Account holder will then be placed in disconnect status and be charged a non-payment fee.

Payments: Failure to receive bill will not release account holder from payment obligations. Should the final date for payment fall on a holiday the next business date following the final date will be the due date. If the due date should fall on a weekend the account holder should use Chilton Water Authority's payment Drop-Box which is located at Chilton Water Authority's office building, in order to avoid penalty.

Methods of Payment

- 1. Office Payments (fees may apply):** Payments can be made in our office during Chilton Water Authority's normal operating hours, which are Monday thru Friday 8am to 4pm. Payments with a credit card will incur a \$3.00 handling fee.

2. **Drive-Thru:** Payments can be made in our Drive-Thru lane during Chilton Water Authority's normal operating hours, which are Monday thru Friday 8am to 4pm.
 3. **Drop Box:** Any payments made after hours can be placed in our Drive Thru Lanes Drop Box which is available to customers 24 hours a day.
 4. **Mail:** You can mail Chilton Water Authority your payments via the return envelope provided with the account holders bill. **"Please ensure enough travel time from USPS to get to Chilton Water Authority. Anything received after the due date will result in a late penalty or nonpayment fee."**
 5. **ACH (preferred method):** This method of payment is available to all Chilton Water Authority's account holders. This form of payment is automatically debited out of the bank account in which the account holder designates. This debit is done on the 10th of each month or the following business day should the 10th fall on a weekend or holiday. **Any changes on banking information must be completed by a Chilton Water Authority office employee during regular business hours prior to the scheduled processing date.**
 6. **Recurring Credit Card Transaction:** This method of payment is available to all Chilton Water Authority's account holders. This form of payment is automatically debited from a Credit Card account in which the account holder designates. This debit is done on the 10th of each month or following business day should the 10th fall on a weekend or holiday. **Any changes on Credit Card information must be completed during regular business hours prior to the scheduled processing date. It will be the account holder's responsibility to keep Chilton Water Authority updated with current Credit Card information to avoid penalties and fees.**
 7. **Payment by Phone (fees apply):** An account holder may make a payment by phone using a credit card. A \$3.00 handling fee is incurred for each credit card transaction.
 8. **Online Web Payment (fees apply):** This is a third party bill paying option offered by Chilton Water Authority. It is the responsibility of the account holder to set up their own account with www.epay-bill.com using the information provided on the account holder's bill. Please note that a \$3.00 handling fee will be applied. Also, note that payment may take up to five business days for the payment to be posted to the account holder's account. The account holder will be responsible for entering the correct credit card information and the number of times that they submit payments. Any errors may result in return fees and balances being debited twice from an account.
- A confirmation number from the website does not reflect when Chilton Water Authority receives payment.**

Forms of Payment Accepted

1. Cash
2. Check
3. Money Order
4. **Credit (fees apply):** Visa, MasterCard, Discover.

Three Strike Return Policy: Chilton Water Authority has a Three Strike Return Policy. This policy will start being enforced on 8/1/2019. This policy will enact Strikes on accounts, if account holders payments are returned. Each account will be given no more than three strikes.

In the event in which an account holder's payment is declined in any way, a return fee of \$35.00 will be added to the account in which the account holder was paying. At the time in which Chilton Water Authority receives notification that the payment was declined; a letter will then be issued to the account holder informing them of their returned payment and number of STRIKES that have been placed on the account. That letter will also state that if Chilton Water Authority does not receive payment in the form of cash, money order or credit card (**CREDIT CARD PAYMENT MUST BE TAKEN BY A CHILTON WATER AUTHORITY OFFICE EMPLOYEE**) within five business days from the letter issue date, Chilton Water Authority will then place the account in disconnect status therefore incurring a \$50.00 non-payment fee and services will be discontinued immediately. The account holder then must pay all fees including the account balance to get the service reinstated.

STRIKE 1: A letter will be sent to the account holder informing them that the account has received a strike on the account and of the amount that is to be collected within the time frame listed.

STRIKE 2: A second "WARNING" letter will be sent to the account holder informing them that the account has received another strike on the account and that any further STRIKES will result in a limitation of payment methods that will be accepted by Chilton Water Authority. This letter will also have the information of the amount that is to be collected within the time frame listed.

STRIKE 3: A third and "FINAL" letter will be sent to the account holder informing them that a final strike has been placed on their account. This final strike places limits of the forms of payments received as to being **CASH, MONEY ORDER, and CREDIT CARD PAYMENTS that are taken in office or by phone by a Chilton Water Authority office employee.** Also this letter will inform the account holder that they are no longer eligible for ACH or Recurring Drafts, as well as being ineligible for online WEB payments. This letter will also contain the information on the amount that is to be collected within the time frame listed.

*** If payment is returned to Chilton Water Authority because of fraudulent activity on the said account, ACH or Recurring information will be removed and another form of payment will need to be used in order to pay the account holders balance. Chilton Water Authority will require a letter from the account holder's bank stating that fraudulent activity has taken place on the account in order to remove any return charges. ***

Discontinuance of Service: If payment is not received on Chilton Water Authority's due date a "Final Notice" or "Pink Bill" will be mailed by regular mail to the account holder. If payment is not received by end of day on the second delinquent date the account holder's account is placed in disconnect status and a non-payment fee is incurred. The following day, Chilton Water Authority's servicemen will then take the compiled list of delinquent account holders and disconnect their service until payment is made in full including the non-payment fee. **Field technicians cannot take any form of payment.**

- 1. No water service will be reconnected after business hours if service has been discontinued for non-payment.** These payments may only be made during normal operating hours of 8:00 am – 4:00 pm.
- 2.** After service has been discontinued, the account balance and fees must be paid in full before the service will be reconnected.
- 3. Chilton Water Authority will not be liable for damages as a result of discontinuing service for non-payment.**
- 4.** The discontinuance of service by Chilton Water Authority for any reason does not release the account holder from payment of bills and payment in full is expected before service is rendered at any location throughout the system.

Interruption of Service: Chilton Water Authority will seek to provide uninterrupted service to its account holders. Whenever practical, notice of an impending shutdown of service will be given to its account holders. Chilton Water Authority reserves the right to shut down any service at any time, in the event of emergencies, or required shutdowns without notice. **Chilton Water Authority shall not be held liable for any damages or problems resulting from a shutdown or outage.**

Notice of Trouble: An account holder shall notify Chilton Water Authority as soon as possible should the service be unsatisfactory for any reason, or should there be any defects, trouble, or accidents affecting the supply of water.

Neighborhood Watch: Every account holder is encouraged to assist with a "Neighborhood Watch" to report theft (unapproved water usage from fire hydrants,

services, and mains) and cross connection monitoring for the protection of everyone's health.

Meter Tests: Chilton Water Authority will make additional tests or inspections of its meters at the request of the account holder from their outside sources. However, if such tests show that the meter is accurate, no adjustment will be made to the account holder's bill and a \$200.00 test fee will be applied to the account holder's next bill.

Leak Adjustments: When a previously hidden leak on an account holder's water service line is discovered, Chilton Water Authority may elect to give a one-time leak adjustment to the property owner, for up to two consecutive months, providing that the leak qualifies, and the property owner has never had a leak adjustment with Chilton Water Authority.

Qualifications Include: (a) leak must be fixed; (b) property owner must sign for the leak stating that it has been fixed and agrees to the adjustment; (c) leak must be 4x the previous 6 months average bill; (d) *Account holder must have a good payment history with Chilton Water Authority.

Leak Forbearance: In the instance that the account holder has a catastrophic leak on their service lines, Chilton Water Authority may elect to give the account holder more time to pay on their leak if it meets the qualifications. Leak Forbearances are limited to 365 days after the previous leak adjustment has been paid in full.

Qualifications include: (a) **leak must be fixed**; (b) leak must be 4x the previous 6 months average bill; (c) *customer must have a good payment history with Chilton Water Authority.

Leak Adjustments and Leak Forbearance will fall into the following schedule if more time is needed to pay. You will need to pay the agreed upon amount plus the regular monthly billing amount due.

Qualifying amount - \$500.00 = 3 months

\$500.01 - \$1,000.00 = 6 months

1,000.01 - 1,499.99 = 12 Months

Over \$1,500.00 = 18 months

A good payment history is defined as having a payment history for the period of one year starting from the account holders current billing due date spanning to the day after the previous year's regularly scheduled due date with no return fees, or disconnections for non-payment.

Relocation of Service: Relocation of water meters for the benefit of an account holder will be at the expense of the account holder. Chilton Water Authority will exercise a minimum \$250.00 relocation fee for services being moved no more than 10 feet from its current location; any other expenses will be priced accordingly on an individual basis. Any distance greater than 10 feet will result in the cost of a new service tap. **Relocation of water meters applies only to the parcel for which it was set and does not mean a transfer to another point of delivery.**

Filing and Posting: A copy of the rules and regulations, schedule of rates, and the Annual Water Quality Report shall be kept for inspection at the business office of Chilton Water Authority as well as being posted on Chilton Water Authority's web site www.chiltonwater.org. The same shall be made available to account holders at their completion of application of service or upon request.

Decision of the Board of Directors: These Rules and Regulations do not cover every conceivable condition or situation that may arise, but only those recurring situations where standardized policies and practices have been established. In all matters involving the exercise of judgement or discretion of the decision of the Chilton Water Authority Board of Directors shall be **FINAL**; and the determination of the Chilton Water Authority Board of all disputed questions of fact arising under these policies likewise shall be **FINAL**.

Revisions: These rules and Regulations may be revised, amended, supplemented or otherwise changed from time to time by a majority vote of the Chilton Water Authority Board of Directors. Such changes shall have the same force as the present Rules and Regulations.

Adoption of Revisions of and Amendments: These Rules and Regulations are hereby adopted, revised, and amended effective August 1, 2019.

Chilton Water Authority

Schedule of Rates as of August 1, 2019

Residential Rates (Before Taxes):

First 2,000 gallons = \$18.51 (Minimum)
Next 3,000 gallons = \$7.95 per 1000 gallons
Next 5,000 gallons = \$5.36 per 1000 gallons
Over 10,000 gallons = \$4.58 per 1000 gallons

Commercial Rates (Before Taxes):

First 10,000 gallons = \$94.40 (Minimum)
Next 40,000 gallons = \$4.75 per 1000 gallons
Over 50,000 gallons = \$3.56 per 1000 gallons

Applicable state sales tax in the amount of 4% will be applied for monthly usage.