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## SERVICE RULES AND REGULATIONS

The Service Rules and Regulations as revised on January 9, 2023, and effective that date, supersedes policies and procedures by same title dated January 18, 2007. All previous editions are obsolete.

### I. TYPES OF SERVICE

- A. **Regular Customer units:** The rate schedule set forth below is intended for a single user, such as one family dwelling, one farm dwelling with appurtenances, or one commercial operation, and will not be changed without prior written consent of the Board of Directors of the water authority.
- B. **Extraordinary circumstances,** such as subdivision extensions, multiple dwelling units, mobile home parks, and industrial users shall be governed by special contract agreements made by the Board of Directors.
- C. **Non-metered customer units:** Provision is made for bulk water use by non-metered customers provided they meet certain criteria. Agricultural customers (farmers, etc.) may draw water at designated fire hydrants provided they use an approved valve with back-flow prevention device and water will be sold at the rate shown in rate chart. Non-agricultural commercial users will also meet these connection criteria and be charged as set forth in rate chart.

### II. RATE SCHEDULE

See rate schedule in Water Rates and Fees, Appendix A (Page 6) for all rates.

### III. APPLICATION FOR SERVICE

- A. The customer will make application for service in person at the office of the Munford Water Authority, Inc. and at the same time pay a Service Availability Fee as specified in Water Rates and Fees, Appendix A. In so doing, the customer agrees to abide by these rules.
- B. Persons requesting water service in a **flood hazard area** must have a permit from Talladega County. **Development in a floodway is prohibited, therefore restricting water service.**



#### **IV. SERVICE AVAILABILITY FEE W/TAP**

- A. Each property owner making application for new service shall pay a Service Availability Fee w/Tap as determined by the Board of Directors and this charge will be made in advance. See Appendix A, Water Rates and Fees, for charges.
- B. No more than one customer shall be permitted water on any one connection with the exception of those cases which are provided for in paragraph 1 (B) above.

#### **V. MINIMUM CHARGE**

- A. The minimum charge, as provided for in the rate schedule, shall be made for each customer on each connection applied for and in use under provisions of IV.
- B. Water furnished for a given customer unit shall be used by that customer unit only.
- C. Except for fire protection, the Authority shall not under any condition furnish water free of charge to anyone.

#### **VI. AUTHORITY'S RESPONSIBILITY AND LIABILITY**

- A. The Authority shall run a service line from its distribution line to the property line where the distribution line exists and runs immediately adjacent and parallel to the property to be served. No service charge other than the service availability fee referred to in IV will be made for a 5/8 x 3/4-inch meter. A proportionately greater charge will be made for a meter of larger dimensions.
- B. The Authority may make connections to service other properties not adjacent to its line upon payment of reasonable costs for the extensions of its distribution lines as may be required to render such service.
- C. The Authority may install its meter at or near the property line or, at the Authority's option, on the customer's property at the most practical location, normally within three (3) feet of the property line.
- D. The Authority reserves the right to refuse service unless the customer's lines or piping are installed in such manner as to prevent cross-connections or back-flow. (See attached certification.)
- E. The Authority shall make all reasonable efforts to supply continuous, uninterrupted service. However, it shall have the right to interrupt service for the purpose of making repairs, connections, extensions, or for other necessary work. Efforts will be made to notify customers, who may be affected by such interruptions, but the Authority will not accept responsibility for losses which might occur due to such necessary interruptions; nor does the Authority accept responsibility for losses due to interruptions of service caused by storms, floods, or other causes beyond its control.

#### **VII. CUSTOMER'S RESPONSIBILITY**

- A. Where meter or meter box is placed on the premises of a customer, a suitable place shall be provided therefore by the customer. The location provided shall



remain unobstructed and be accessible at all times to the meter reader. This means you cannot fence in the meter without providing convenient access to the meter reader.

- B. The customer's piping and apparatus shall be installed and maintained by the customer, at the customer's expense, in a safe manner and in accordance with the Authority, rules and regulations and in full compliance with the sanitary regulations of the State Health Department.
- C. Water furnished by the Authority shall be used for consumption by the customer unit only. The customer unit shall not sell water to any other customer unit or permit any other customer unit to use said water.
- D. Water shall not be used for irrigation, fire protection, or other purposes, except when water is available in sufficient quantity without interfering with regular domestic consumption in the area served. Disregard for this rule shall be sufficient cause for the refusal or discontinuance of service.
- E. The customer unit and/or property owner shall be held liable for any physical damage done to Authority property caused by any vehicle, construction, excavation, land fill or any other action, activity, or event, whether ordered or controlled by the customer and/or property owner or not.

#### **VIII. ACCESS TO PREMISES**

- A. Duly authorized agents of the Authority shall have access at all reasonable hours to the premises of the customer unit for the purpose of installing or removing Authority property, inspecting piping, reading and testing meters, or for any other purpose in connection with the Authority's service and facilities.
- B. Extension to the distribution system shall be made only when the property owner shall grant, or convey, or shall cause to be granted or conveyed, to the Authority a permanent easement or right-of-way across any property traversed by the distribution line or lines.

#### **IX. CHANGE OF OCCUPANCY**

- A. The customer unit or his/her representative must give the Authority no less than three (3) days notice and the notice must be given in person or in writing, at the Authority office, to discontinue service or to change occupancy.
- B. The outgoing party shall be responsible for all water consumed up to the time of departure or the specified time for departure, or the final meter reading, whichever is longest.
- C. The new occupant will apply for water service within 48 hours after occupying the premises and failure to do so will make him/her liable for the water consumed since the last meter reading.

#### **X. METER READING - BILLING - COLLECTING**

- A. Meters will be read and bills rendered monthly, but the Authority reserves the right to vary the dates or length of period covered, temporarily or permanently if necessary or desirable.



- B. Charges for water used will be calculated in accordance with the Authority's rate schedule and will be based on the amount consumed for the period covered by the meter readings. Except in those cases when a customer orders turn-off less than one month after turn-on, the minimum bill to such customer for such period shall be equal to the minimum charge for one full month's service.
- C. Readings from two or more different meters at two or more customer units will not be combined for billing to one common bill payer.
- D. Charges and billings for mobile home parks, multiple dwelling units and industrial users will be made as approved in paragraph I (B). Typically the charge will include a minimum charge for each customer unit and an additional amount to cover water used above the minimum.
- E. Bills shall be paid at the place specified by the Authority.
- F. Bills are due when rendered, delinquent after the 20<sup>th</sup> of the month and a 15% penalty shall be automatically added to such bills if not paid by said 20<sup>th</sup>. In the event the 20<sup>th</sup> falls on the weekend or a holiday, payment will be due by close of business on the day prior to said weekend or holiday.
- G. Bills with a past due amount will be so annotated and the bill thus annotated becomes the cut-off notice. The cut-off date shall be after the 20<sup>th</sup> of the month in which the cut-off notice is given.
- H. Failure to receive bills or notices shall not prevent such bills from becoming delinquent nor relieve the customer from payment.
- I. Payment options available to customers include the following methods; cash, check, debit and credit card. These payments can be made at the office window, drive-thru drop box with envelopes provided, mail in statement, online at [www.munfordwater.com](http://www.munfordwater.com) or over the phone by credit/debit card only.

## **XI. SUSPENSION OF SERVICE**

- A. Upon discontinuance of service for nonpayment of bills, the Authority may proceed to collect the balance due in the usual way provided by law for collection of debts.
- B. Service disconnected for nonpayment of bills will be restored only after bills are paid in full. "In Full" includes current charges not yet delinquent. If the full amount due, including the reconnect fee, is not paid by the 5<sup>th</sup> of the month following the date service is disconnected, the account will be closed. To reopen a closed account will require paying all delinquent charges and a new \$60.00 Service Availability Fee.
- C. The Authority reserves the right to discontinue its service without notice for the following additional reasons.
  - 1. To prevent fraud or abuse.
  - 2. As a result of customer's willful disregard of the Authority's rules.
  - 3. To make emergency repairs.
  - 4. Due to insufficiency of water supply caused by circumstances beyond the Authority's control.
  - 5. In compliance with legal processes.
  - 6. At the direction of public authorities.



7. As a result of strike, riot, fire, flood, accident or any unavoidable cause.
- D. The Authority may, in addition to prosecution by law, permanently refuse service to any customer and/or property owner who tamper with a meter, cut-off valve, or other device or piece of equipment owned by the Authority.

## **XII. COMPLAINTS-ADJUSTMENTS**

- A. If the customer believes his/her bill to be in error, he/she shall present his/her claim, in person, at the office of the Munford Water Authority, Inc. before the tenth day of the month; such claim, if made after the bill has become delinquent, shall not be effective in preventing discontinuance of service as heretofore provided. The customer may pay such bill under protest and said payment shall not prejudice his/her claim.
- B. The Authority will make a special meter reading at the request of the customer for a fee as specified in Appendix A. If such special reading discloses that the meter was over-read by MWA, no charge will be made.
- C. Meters will be tested at the request of the customer upon payment to the Authority of the actual cost of making the test provided, however, if the meter is found to over register beyond three percent (3%) of the correct volume, no charge will be made.
- D. If the seal of the meter is broken by other than the Authority's representative or if the meter fails to register correctly or is stopped for any cause, the customer shall pay an amount estimated from the record of his/her previous bills and/or from other proper data.

## **XIII. DEFINITIONS**

- A. Customer. In the case of a family residence the customer includes all members of the family residing in the structure. This does not extend to unattached structures or manufactured homes added for the purpose of providing residence to non-minor children or dependents. If provided by contract agreement with the owner, a multi-family residence, single billing may be afforded the owner with multiple minimums charged for each family residence in the structure. For commercial, institutional, and industrial users, a customer includes all employees, members, partners, vendors and officers of the respective business, industry, or institution.
- B. Distribution Line: This refers to the water lines, pipes, mains, etc., that are property of the Authority and are used for distributing water to the point at which it is connected to the service line. Typically these lines are 2 diameter or larger.
- C. Service Line: Service lines are used to connect from distribution line to the meter and are usually  $\frac{3}{4}$ " diameter or larger. The typical installation is a tapping saddle with  $\frac{3}{4}$ " diameter outlet connected to a  $\frac{3}{4}$ " corporation stop, then to copper or plastic tubing which runs to a  $\frac{3}{4}$ " curb stop. A meter is attached at the curb stop



in a protective box referred to as a meter box. The customer furnishes the line from the meter to the customer.

- D. **Commercial/non-agricultural user:** This term shall be used to indicate those bulk, non-metered water users who draw water from a fire hydrant.
- E. **Agricultural user:** This term refers to farmers and others who shall desire water in bulk for farm use.
- F. **Authority:** Munford Water Authority, Inc.

## APPENDIX A. WATER RATES AND FEES

### I. WATER RATE SCHEDULE

- A. **Regular Customers:** For the service intended by paragraph 1A of this regulation: For the first 2,000 gallons or less per month \$15.00 plus 4% tax. Remainder per 1,000 gallons per month \$6.25 plus 4% tax.
- B. **Extraordinary Circumstances:** For the service intended by paragraph 1B of this regulation: Rates will be the same as for 1A.
- C. **Non-metered Customers** intended for the service in paragraph 1C of this regulation: For the first 20,000 gallons or less per month \$120.00 plus 4% tax. Remainder per 1,000 per month \$6.25 plus 4% tax. See policy for General Contractor / Bulk Water Sales.

### II. CONNECTION FEES/RECONNECTION FEES

- A. **Regular Customers and Extraordinary Circumstances:** Customers covered by paragraph 1A and 1B of this regulation will pay a Service Availability Fee of \$60.00. This covers the cost of setting up the account and miscellaneous expenses associated with new accounts.
- B. **Non-metered Customer Units:** Customers covered by paragraph 1C of this regulation will pay a Service Availability Fee of \$250.00. This covers the cost associated with setting up the account and for the related bookkeeping expenses associated with bulk water sales.
- C. **Temporary Turn On/Turn Off Fee:** Customers with a current account who desire to have water turned on or off temporarily for the purpose of checking for leaks or repairing leaks, or other incidentals, will pay a trip fee of \$10.00 for each trip.
- D. **Temporary Turn On/Turn Off Fee for Landlords:** Landlords who desire to have water turned on temporarily for the purpose of cleaning and other incidentals at their rental property may set up a master account by paying a **single** \$60.00 Service Availability Fee. This master account will apply to all their rental properties. After the account is opened, for any future requests of MWA to turn water on or off, a \$10.00 trip charge will be billed to their account. Water used will be billed at the standard rate.
- E. **Reconnection Fees:** Beginning January 1, 2023, customers who have water services interrupted (cut-off) for non-payment will pay a reconnection fee of \$50.00 in addition to other charges and fees. If a 2<sup>nd</sup> offense occurs in that same year, customer must pay a reconnection fee of \$100.00 in addition to other charges and fees. Reconnection fees in the amount of \$100.00 will remain in



place for any additional cut-offs following 2<sup>nd</sup> offenses until reinstatement of offenses occur on January 1 of the new calendar year. All charges and fees must be paid before water service is restored.

- F. **Fines and Penalties:** A \$150.00 fine for 1<sup>st</sup> offense, \$300.00 for 2<sup>nd</sup> offense, as well as other penalties deemed reasonable by Management and/or Board of Directors, will be charged to anyone found guilty of removing a lock when a meter has been locked off by the Authority.

### III. SERVICE AVAILABILITY FEE W/TAP

The Service Availability w/Tap fee to a new residential customer for a 3/4" tap not previously served by the system at the service address will be charged the following:

Service Availability Fee w/Tap: \$800.00

The Service Availability w/Tap fee to a new residential customer who is requesting a tap size larger than 3/4" will be determined at the time of application for service.

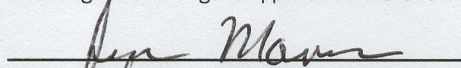
The Service Availability w/Tap fee for business customers will be determined at the time of application for service.

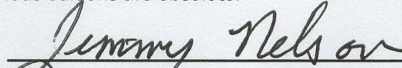
Construction taps will be made for the convenience of the builder at a building site, which potentially will be served by MWA provided the property owner does not wish to purchase the tap and establish an account during the construction. The builder will set up an account in his/her name for the duration of the construction and pay the same fees as standard accounts. At the end of construction, the construction account will be closed and the owner will establish an account in his/her name and pay appropriate fees.

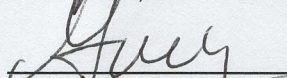
### IV. CONVENIENCE CHARGES

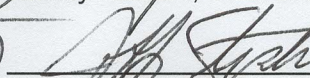
Convenience charges are authorized at manager's discretion for after hours work. The charge will be a minimum fee of \$50.


Amended by the Board of Directors, effective January 20, 2023, to reflect addition of payment options I. to X., reflecting a correction to XI. B., and reflecting a rate change to Appendix A. I. C. and II. B. F. All previous editions are obsolete.

  
Jim Mann, Chairman of the Board

  
Jimmy Nelson, Vice-Chairman

  
Gary Carter, Director

  
Jeff Stephens, Director

  
Duane Stephens, Director