



WASTEWATER DEPARTMENT
POLICY MANUAL

JANUARY 1, 2018

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1.0 GENERAL

1.1 *Description and Organization.*

The Board, which operates under the name “Riviera Utilities”, is a public corporation under the provisions of Act No. 175 adopted at the 1951 Regular Session of the Legislature of Alabama, as amended (now codified as Article 9 of Chapter 50 of Title 11 of the Code of the Alabama of 1975, as amended). The creation of the Board, its certificate of incorporation and amendments thereto have, as required by the applicable statutes, been consented to by the governing body of the City of Foley, Alabama (“the City”). Under its certificate of incorporation and Act No. 175, the Board has corporate power to acquire and operate the Systems and to issue bonds payable from the revenues derived therefrom.

1.2 *Appendices*

The appendices provided with this handbook are provided as a manner of reference and are independent documents which are subject to change without such change constituting a change in the handbook itself.

1.3 *Definitions.*

The terms set forth below shall have the following meaning:

Board shall mean the Utilities Board of the City of Foley doing business as Riviera Utilities.

Manager shall mean the Manager of Riviera Utilities.

Riviera shall mean Riviera Utilities, the trade name used by The Utilities Board of The City of Foley.

1.4 *Office Address, Office Hours, Phone Number.*

Office Address is 413 East Laurel Avenue, Foley, Alabama 36535. Post Office Box 2050, Foley, Alabama 36536-2050.

Office Hours are 8:00 AM to 5:00 PM, Monday through Friday.

Phone Number is 251-943-5001.

2.0 PROVISION OF WASTEWATER SERVICE

2.1 *Definitions*

When used in these rules:

Active Account means that a Contract for Service exists between a customer and Riviera, under which service is rendered and payment for said service is made on a monthly basis.

Agreement means all written contracts and/or agreements entered by and between Riviera and any other party.

Application for Utility Service (Application) means the contractual document which establishes the relationship between the customer and Riviera under which service to the customer is rendered and payment to Riviera for said service is made. The Application for Utility Service shall be considered an Agreement or Contract.

Billing Month means the time interval between successive meter reading dates, which is approximately thirty days.

Business Day means the period of each day from 8:00 A.M. to 5:00 P.M., excluding holidays and weekends.

Collection Line means the pipes owned and/or operated by Riviera and used to collect wastewater from laterals and deliver it to interceptor lines or wastewater treatment facilities.

Customer means an individual, corporation, partnership, firm, or association receiving wastewater collection and treatment service from Riviera for defined premises.

Day means one twenty-four hour period, midnight to midnight.

Deposit means a financial surety established by the customer with Riviera to cover the payment of final billing.

Developer means an individual, private or public corporation, partnership, firm or association or other entity, including governmental agencies and other units of government developing property for resale, rental or lease, to which wastewater service will be rendered by Riviera.

Force Main means a pressurized pipe line conveying wastewater from a pumping station to interceptor lines or treatment facilities.

Frontage means the established footage used to establish the accessibility component of the connection fee as further defined herein.

Inactive Account means an account for which service by Riviera had been previously rendered but for which no current Contract for Service or customer deposit is held by Riviera.

Interceptor Line means the pipes owned by Riviera and generally use to intercept wastewater flow from collection lines and which can be used as collection lines.

Meter means the water meter used to establish wastewater usage.

Owner means a person, firm, private or public corporation, association or other entity, including governmental agencies and other units of government, having any interest whatsoever, whether legal or equitable, sole or partial, in any premises, but does not include a customer renting the premises.

Point of Delivery or Receipt means the point where Riviera is connected to customer owned or operated facilities and where service to the customer begins. If no meter is required, the point of delivery is the point where Riviera's pipe is connected to customer owned or operated facilities. This shall typically be at the edge of a public right-of-way or utility easement.

Premises means any and all real property or tangible personal property affixed to real property served by Riviera or capable by being served by Riviera as a result of the existence of a service connection.

School means any public school in Baldwin County, Alabama, grades K through 12, accredited by the State of Alabama.

Service means the receipt of water to or from the point of delivery or receipt by Riviera. It includes the readiness and ability on the part of Riviera to furnish water service to the customer on demand due to the presence of a service connection. Service is provided to the following classes:

- **Single-Family Dwelling Unit** - A dwelling unit that receives basic water and/or sewer service by means of a single 5/8" x 3/4" or 1" water meter and is a site-built residence, a modular structure, a mobile home, or an individual unit within a complex containing multiple dwelling units. This includes individual dwelling units

that are each served by a single, dedicated water meter at duplexes, quadplexes, apartment complexes, condominium complexes, etc.

- **Standard Commercial Service** - A service provided to a single building that is engaged in business and includes uses such as banks, barber shops, doctors, insurance, light industry, professional services, real estate, retail merchants, restaurants and similar uses that do not require pre-treatment of waste and served by a single meter.
- **Multiple-Family Dwelling Unit** - A premises containing two or more single-family dwelling units, attached or detached, with a privately-owned water distribution main/system that is served by a single master meter.
- **Industrial Service** - A service provided to an industrial process where pre-treatment is required of the customer to meet water quality standards issued by The City of Foley, Riviera, or the State of Alabama.
- **Municipal Service** - A service provided to municipal, school, public or other buildings that may be defined as “public” by Riviera.
- **Un-metered Service** - A service that is connected to a fire sprinkler or standpipe system within a building. Refer to the cross-connection policy for additional details regarding this service.
- **Mobile Home Park** - A premise containing two or more mobile homes with a privately-owned water distribution main/system that is served by a single master meter.

Sewer Lateral means the pipe maintained and operated by Riviera or the City of Foley which connects the collection line to the point of receipt of wastewater from the customer’s premises.

Tampering means any willful alterations or interference with the fire hydrant, water meter, meter seal, locks, or other system components belonging to Riviera, except for turning off the valve associated with the water meter for the purpose of temporary disconnection of service due to emergency. Tampering includes turning on said valve for the purpose of obtaining water and/or wastewater service to premises not subject to a Contract for Service with the present owner or occupants.

The City of Foley means that municipal corporation created pursuant to the laws of the State of Alabama.

Unit means the equivalent commercial or residential connection which can be adequately served through a five-eighth by three-quarter (5/8X3/4) inch water service.

2.2 Application for Wastewater Service.

General Purpose Sewage Treatment Service is available to any customer served by the sanitary sewer system of Riviera subject to the pertinent provisions of Riviera's policies, rules and regulations, as well as any applicable laws, regulations or policies of the State of Alabama and the City of Foley.

2.2.1 Application for Utility Service - Standard Provisions

Riviera shall enter into a Contract/Agreement for service with each customer by execution of an Application for Utility Service, and that agreement along with the policies, rules and regulations of Riviera shall define the contractual obligations of the customer and Riviera. In the event an Application for Utility Service has not been entered into between Riviera and the customer, the use of service shall constitute ratification and acceptance of the terms and conditions of service applicable to all customers similarly situated who have executed a Contract for Service. The words Application, Agreement and Contract shall all be considered synonymous when used in this policy manual. All customers receiving wastewater treatment service from Riviera on the date of this policy as adopted and made effective, shall be considered to have an active application for wastewater with Riviera.

2.2.2 Standard Residential Application

To obtain wastewater treatment service from an existing collection line, application should be made at Riviera's office. The applicant may be required to present identification (preferably a driver's license or other photo id), Social Security Number, physical or legal description of the premises, and proof of ownership or occupancy upon request. The Application for Utility Service shall be executed by the owner(s) as listed in the recorded deed, or legal tenant(s) named in a rental or lease agreement. The applicant should ensure that its name, the street address or legal description of the premises and other required information are correctly entered. Upon payment of all required fees and charges, the Contract Application for Service will be executed by the parties.

Where service is not available but can be provided by an extension, refer to Chapter 6, Wastewater Main Extensions.

2.2.3 Standard Commercial Application

In the case of new commercial service or when a modification is made to premises such that a commercial operation of any type will be located in a formerly residential or commercial facility, the owner will be required to present plans and specifications for review by Riviera and/or the City of Foley prior to the acceptance of any fees or deposits or the execution of an Agreement for Utility Service.

An Application for Utility Service for a corporation or a limited liability company (LLC) may be executed by an authorized officer of the corporation or LLC. Confirmation that said officer is authorized to execute the Application may be required. If a signatory's representative capacity is not indicated on the Contract for Service, such person shall be personally responsible for the account.

A Contract for Service by any commercial entity other than a corporation or LLC shall be signed by an individual or individuals who shall be jointly and severally liable for the account with the commercial entity.

2.2.4 Standard Multiple-Unit Application

Application for multiple-unit service shall be made in the same manner as for residential service, with the following additional requirements:

Upon application for wastewater service, the applicant must file a certified statement showing the number of units within each multiple dwelling, apartment house, duplex apartment, office building or other multiple-unit structure.

The applicant must present to Riviera all plans and specifications covering the proposed construction of wastewater mains, laterals, manholes, piping and related facilities. Plans and specifications presented shall be sealed by a professional engineer currently registered with the proper authority of the State of Alabama.

2.2.5 Standard Industrial Application

Application for industrial service shall be made in the same manner as for commercial service, with the following additional requirements:

- Service may be provided to the applicant upon written clarification from the applicant that water will be used for industrial purposes, and as to the estimated maximum flow, the average daily flow volume, and characterization

and chemical properties of the waste proposed.

- No discharge of industrial waters or wastes shall be permitted until an application permit from Riviera and/or ADEM is obtained.
- Handling and treatment of industrial waste may constitute a separate and negotiable cost and service, inclusive in the contractual terms and conditions for Industrial Service.
- A pre-treatment contract may be required prior to service.
- All general requirements of the Sewer Use Ordinance of the City of Foley or Riviera Utilities (Appendix A) shall apply.

2.3 General Conditions

- A. Assignment or Transfer - The Contract for Service shall not be assigned or transferred without the prior written consent of Riviera.
- B. Duration of Contract - The Contract for Service shall remain in effect until the customer requests that service be terminated and final billing amounts have been paid.
- C. Deposit - The Board shall require each customer entering into a Contract for Service to pay a "Customer Deposit" as provided in Section 4 prior to the commencement of service for the purpose of assuring payment of final billing for such service.
- D. Meters - Generally, water meters shall be used to determine water usage. Water meters shall be furnished by Riviera when water service is appropriately applied for and remain the property of Riviera. They shall be placed in a convenient location in a dedicated right-of-way or a recorded easement designated for water utility use adjacent to or on the premises as provided by the Application for Service.
 - 1. If a meter malfunctions or fails to register, the customer will be charged for service based on the prior average consumption as shown by the meter when in proper working order or by estimates based on similar users.
 - 2. All meters shall be installed by Riviera and shall not be removed or disturbed except by an employee of Riviera. Where water service is provided, the water charge shall be based on all water that passes through the meter. Meter size shall be stipulated by the customer, unless the customer requests assistance in

determining meter size, in which case Riviera shall determine the size based on standards of the American Water Works Association and information submitted by the customer.

3. Meter reductions to any existing services are contingent upon review and approval by Riviera upon the customer's written request. The requesting customer shall pay the cost of reduction, including material, labor, equipment, and overhead. Meter reduction shall not make the customer eligible for rebate of previously paid fees.
 4. Where it has been determined that a meter cannot be installed in the public right-of-way, the meter may be installed with compatible remote-read capability. Such an installation may be at the customer's expense where customer's activities are the basis of the requirement for the installation.
- E. Connections - Riviera or its authorized agents shall make all connections to water lines owned and/or operated by Riviera, and Riviera shall furnish all materials therefore, unless specific written approval is provided by Riviera to allow connection by others. Such approval may be provided in a general contract.
- F. Duty to Provide Access - It is the duty of the customer to provide access to the premises served during reasonable times to duly authorized agents of Riviera for the purpose of installing, servicing, repairing, maintaining and inspecting or removing Riviera property, reading meters, and other purposes incidental to performance or termination of Riviera's service.
- G. Tampering - Any tampering with Riviera's mains, valves, hydrants, service yokes, meters, or other system components, fixtures, appurtenances, security devices, signs or enclosures is prohibited. The customer shall have the duty of reporting any such tampering to Riviera and shall be responsible for any tampering caused by its agents or other persons using the premises with the customer's consent. Tampering will be presumed to have been caused by the customer who receives monetary or economic benefit therefrom. Any tampering that results in a substantial reduction in the cost of services received by the customer will be presumed to have been known to the customer if not reported to Riviera within one billing period after the reduction in the cost the service received becomes evident. In such event, it will be presumed that the tampering was willfully allowed to persist by the customer. Riviera shall confiscate any materials which are connected to Riviera's water system for use as evidence in further legal proceedings.
- H. Use of Service - Ratification of Application for Utility Service. When service is rendered under an Application for Utility Service entered into between Riviera and

an authorized agent of the customer, the use of such service by the customer shall constitute ratification of the Contract for Service by the customer.

- I. Indebtedness - An Agreement for Service shall not be entered into with a person, partnership, or corporation which is in any way indebted to Riviera for prior service until such debt has been lawfully satisfied. Debts which are incurred by one spouse shall be attributable to both spouses if incurred during the course of the marriage, unless otherwise stipulated by court decree. In such a case, a copy of the court decree shall be provided as evidence.
- J. Joint Service - When two or more separate premises are served by one meter, all premises shall be held jointly and severally liable for all debts to Riviera incurred in connection with services and usage rendered thereby. However, it is Riviera's intent and policy not to allow for multiple premises to be served through one connection, other than a properly sized master meter, after the effective date of the policies set forth herein.
- K. Change of Occupancy - When there will be a change of occupancy of any premises, the departing customer shall give prior notice to Riviera, either in person or in writing. The departing customer shall be responsible for the payment of all water service rendered to the premises until termination of service, as set forth herein. Transfers must also be made in writing or in person. If the customer shall permanently vacate the premises or die, any person thereafter occupying the premises and benefitting from water service shall be held responsible for all debts due Riviera.
- L. Limitations on Use of Service
 1. Service shall be used by the customer only for the purposes specified in the Contract for Service. The customer shall not sell or otherwise dispose of service to any other person without the express written consent of Riviera.
 2. The Customer, its agents or assigns, shall not install a meter for the purpose of sub-metering water service without the express written consent of Riviera.
 3. The customer shall not extend water lines across a public street, alley, or other public or private highway or property line not included in the Contract for Service to furnish service to adjacent premises through a single water connection, even if such adjacent premises are owned by the customer. All lands constituting the premises contained within the Contract for Service must be contiguous.

4. In the event of any such unauthorized disposition of service, Riviera may disconnect or suspend service until such unauthorized disposition has been discontinued and full payment has been made to Riviera of the value of the disposed service, plus all costs incurred by Riviera, including investigation and inspection costs, and all other applicable charges.
- M. Customer's Duty for Payment - The customer, or the customer's successors or assigns, who enters into the Contract for Service shall be responsible for all water service provided the premises until such time as the service is discontinued and all fees and charges incurred in connection with the rendition of service have been paid. Failure to pay amounts due Riviera within the time designated for payment may result in the disconnection of service until all amounts due Riviera have been paid and/or the filing of legal action against the customer. In the event legal process is employed to collect amounts due Riviera, the customer will be liable for Riviera's costs of collection, including attorney's fees and costs.
- N. Duty to Protect Riviera Property - The customer shall be under a duty to exercise due care to protect Riviera's property which is located on the customer's premises. When water services or other equipment are damaged by contractors, construction companies, governmental agencies or others, such damage shall be repaired by Riviera and the total cost thereof charged to the persons causing the damage. In the event of any loss or damage to Riviera property arising from the negligence or intentional misuse by the customer, its agents, invitees or assigns, the total cost of replacing such loss or repairing such damage shall be charged to the customer, its successors or assigns, and shall be subject to payment in accordance with these rules.
- O. Customer's Installation; Duty to Maintain - The customer's installation shall extend the water line (which is ordinarily located at the front property line, but may be installed at other locations as required by the location of the distribution lines), as determined by Riviera. No changes or increases in the customer's installation which will materially affect the proper operation of Riviera's water system shall be made, nor shall a customer use any appliance or device which may adversely affect the water system without the prior written consent of Riviera.
- P. Duty to Convey Property Rights - When and if Riviera has determined that it is necessary for a customer, its agents or assigns to convey easements or other property rights for rendering or maintaining water service, the easements or other property rights for that customer's properties, including any partial releases by mortgage holders, shall be conveyed to Riviera without charge.
- Q. Transfer of Debt - Riviera reserves the right to transfer delinquent debts owed by a customer for service provided to a given premises to any other active account for

- which that customer has an existing Contract for Service and to take appropriate measures for securing payment of such debt.
- R. Inspection of Customer Installation - Riviera reserves the right to inspect the customer's installation prior to rendering service and from time to time thereafter to ascertain customer's compliance with the Contract for Service and the provisions of service policies, but assumes no responsibility whatsoever for any defects which are not detected by any such inspection.
- S. **Installation by Others** - Riviera assumes no responsibility for any laterals or other installations constructed by contract through others for property owners.

2.4 Force Majeure.

Riviera shall at all times use reasonable diligence to provide continuous service but shall not be liable to the customer for any damages or loss caused by failure or interruption of service. Riviera is not liable in instances where wastewater backups occur due to conditions beyond its control, such as power failures, stoppages or other events that cannot be prevented through accepted industry standards and maintenance procedures. Should Riviera's ability to convey or treat sewage be prevented, impaired, curtailed, or delayed by reason of fire, flood, windstorm, strike, riot, civil commotion, act of God, break in lines of wastewater systems of any other similar cause or reason beyond the control of Riviera, it is understood that Riviera shall not be liable to any customer for any direct, incidental or consequential damages.

2.5 Compliance with Rules and Orders.

The Customer shall be under a duty at all times to comply with the rules, regulations and procedures of Riviera as they exist at the time of execution of the Contract for Service or that may be subsequently enacted or amended. Non-compliance with any such rules, regulations or procedures shall be a breach of the terms of the Contract for Service and may subject the Customer to immediate termination of service and legal action.

2.6 Reservation of Rights.

Riviera reserves the right to change its rates for service and other fees and charges or otherwise vary the terms and conditions of the Contract for Service as may be required to reflect changing costs or otherwise facilitate the successful operation of its systems. Riviera reserves the right to refuse service to anyone who has not complied with Riviera Standards and Specifications, Riviera's Rules, Regulations and Procedures, or the provisions of local, state, or federal regulations or requirements.

3.0 FEES AND CHARGES

3.1 *General*

Rules, charges and fees for services provided by Riviera are established by order of the Board and are contained in the current Riviera Fee Schedule as modified from time to time by the Board. Copies of the current Fee Schedule may be inspected at Riviera's office and are available to customers free of charge upon request. All fees are payable in advance of service or as set forth herein.

Once payment for any connection to Riviera's or the City's wastewater system is made, and the connection to the wastewater system has not been completed within 6 months of the date of the payment of said fees, and an active building permit has not been issued by the appropriate building authority, or the building permit has expired, then the difference between the original fee(s) and the current applicable fee(s) will be required at the time of connection to the system, or the reissuance of the building permit. In no case will any fee or any portion of any fee be reimbursed.

3.2 *Connection Fee: Capacity Component; Accessibility Component.*

The Connection Fee is comprised of a "capacity" component and an "accessibility" component.

A. Capacity Component The capacity component (sometimes referred to as the "capacity fee") of the connection fee is charged to new and existing customers who modify, add, or construct facilities, or take any other action or inaction which imposes additional potential demand on the wastewater system. This fee is charged to equitably distribute the fiscal burden upon wastewater system users. Capacity fees generally offset a portion of the direct and indirect costs of capital improvements made necessary by actual and expected increased demand on the sewer treatment and transmission system.

- (1) A baseline value for the capacity fee is established for the average individual residential dwelling unit, using a five-eighth by three-quarter (5/8X3/4) inch (standard residential) water meter size. The fee for other dwelling units is set as a percentage of this baseline value. The fee for non-dwelling use and single-dwelling unit use with greater than five-eighth by three-quarter (5/8X3/4) inch meter size is based on the capacity of the meter as related to the capacity of a five-eighth by three-quarter (5/8X3/4) inch meter.

- (2) The capacity fee is in addition to any amount which might be expended by the customer for wastewater system improvements or other fees required by Riviera or the City of Foley and is not refundable.
- (3) Riviera reserves the right to refuse or discontinue service to premises for non-payment of applicable capacity fees. Riviera 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 five-eighth by three-quarter (5/8X3/4) inch meter. The right to service, as applicable to the capacity fee, is assigned to the premises served and is not transferable.
- (4) Dwelling unit use for each meter will be calculated on the basis of the following:

Equivalent Residential Connections (ERC):

- i. Single-Family (per dwelling) 1
- ii. Mobile Home Park and Multi-Family (per dwelling) 2/3*
- iii. Hotel/Motel/Guesthouse (per room), RV Park (per lot) 1/2*

*In order to qualify for the reduction in capacity fee, a master meter must be utilized. Individually metered developments will be charged the full capacity fee.

- (5) All other water connections will be charged a capacity fee based on an ERC value which corresponds to a five-eighth by three-quarter (5/8X3/4) inch meter size as follows:

<u>METER SIZE</u>	<u>ERC</u>
5/8" - 3/4"	1.0
1"	2.5
1.5"	5.0
2"	8.0
3"	16.0
4"	25.0
6"	75.0

- (6) The capacity fee for wastewater service with water meters larger than four (4) inches in diameter shall also relate to the five-eighth by three-quarter (5/8X3/4) inch meter capacity, but shall be determined on an individual basis to allow for other possible conditions regarding the need for, and/or ability to provide, wastewater service.

- (7) Additional capacity fees may be charged to a customer who modifies, alters or changes the use of the premises served. For capacity fees that are increased, credits will be given for capacity fees paid for previous use.
- B. Accessibility Component The accessibility component (sometimes referred to as an (accessibility charge” or “accessibility fee”) is charged directly or indirectly to all new customers where gravity wastewater service has not previously been provided and an assessment or equivalent has not been paid. It is intended to pay the costs Riviera or The City of Foley have or would incur in the establishment of service in the immediate vicinity of the property being served. This cost is distributed to each property on a front footage basis or equivalent. Where the collection lines or laterals are installed by others (typically the developer), and Riviera’s or The City of Foley’s costs are reduced and/or eliminated, the accessibility component may be reduced or eliminated. Individual unit force main connections are allowed, but at the discretion of Riviera may be considered “temporary connections”. Temporary connections will be charged as if permanent connections are made based on policies outlined herein. The owner will be fully responsible for the cost of the temporary pumping, force main connection and future permanent connection.
- (1) When Riviera owns or operates a gravity wastewater line that is available to serve property with no existing service and an assessment or equivalent thereof has not been charged, or payment thereof is not in good standing, an Accessibility Charge shall be collected by Riviera from the owner before service is provided or connection to such line is made. Each Accessibility Charge must be paid in advance of service. For individual residential service, Riviera may upon execution of an agreement, provide for the installment payment of those charges. Such an agreement shall require a minimum down payment of twenty-five percent (25%) of the total due and monthly payments of not less than 1/24th of the balance thereafter, including an annual finance charge of ten percent (10%). Payment of the Accessibility Charge is in addition to all other fees and charges, as established by Riviera and/or The City of Foley. If any accessibility payment is not received from the property owner by Riviera within sixty (60) days from its due date, wastewater service to the customer using the property may be withheld or discontinued.
- (2) Where an adequate gravity wastewater collection line does not exist along a public way, a property owner or developer shall have the option of installing the same in accordance with Riviera’s and/or the City of Foley’s long-range plan in lieu of paying an accessibility charge for the corresponding frontage, except for conditions that might exist in paragraph 5 below.
- (3) When the costs of off-site construction exceed the accessibility charge but fall within Riviera’s long-term planning, Riviera may fund the difference between the

- developer's construction costs and the amount the developer would otherwise pay as an accessibility charge.
- (4) When off-site construction costs exceed the accessibility charge and Riviera is either unable or unwilling to pay the difference between the two due to economic or other reasons, conditions of service may be agreed upon by the parties whereby the developer may pay more than the otherwise appropriate accessibility charge.
- (5) When force main connections are available to the property by others and the property owner or developer utilizes the force main for off-site transmission, the accessibility fee is 1/3.
- i. The Accessibility Charge shall be based upon the frontage of the lot as follows:
1. The Accessibility Charge shall be collected across the full frontage of the parcel owned by the customer without regard to the position of any buildings, structures, or the service location.
 2. To distribute the costs of wastewater service, Riviera has established a minimum front footage of seventy-five (75) feet per premises.
- ii. The Accessibility Charge shall be based upon the premises' boundaries, including ingress and egress. This charge is in addition to any other construction costs for sewer system facilities to serve the development.
- iii. Where property is located adjacent to multiple public streets, the front footage shall be considered to be the longest of the sides unless there is service provided from multiple sides. In this case, the front footage shall be based on the total of all sides from which service is provided.
- iv. For purposes of the accessibility fee, frontage will be calculated as the greater of (1) seventy-five (75) feet or (2) frontage as determined by the following calculations:
1. Lots with only one side fronting a street or public way shall be charged an accessibility fee based on the frontage from property line to property line.
 2. Lots that front on more than one side but only receive service from one side shall be charged an accessibility fee based on the longest frontage side.
 3. Lots that front on cul-de-sacs shall be charged an accessibility fee based on the frontage along the arc length plus any straight segments.

4. Lots where frontage is curved shall be charged an accessibility fee based on the frontage along the arc lengths for each curve plus any straight segments.
5. Triangular shaped lots (i.e. lots with only three sides) shall be charged an accessibility fee based on the greater of (1) the square root of the total area of the lot, or (2) the average length of all sides.
6. Lots with four (4) or more sides whose frontage side is less than twenty percent (20%) of the total footage of the entire parcel (chord and/or straight line) shall be charged an accessibility fee based on the greater of (1) the square root of the total area of the lot, or (2) the average length of all sides.
7. Lots with three or more frontage sides shall be charged an accessibility fee based on the greater of (1) two times the average of all sides, or (2) the longest frontage side.
8. A single-family dwelling unit located within a parcel larger than three (3) acres and having frontage greater than one hundred fifty (150) feet shall pay an accessibility charge based on one hundred fifty (150) feet of frontage. The remaining property shall be subject to any subsequent accessibility charges.
9. Developments and non-residential property larger than three (3) acres, lots on dead-end streets, and lots where there is no defined frontage shall be charged an accessibility fee based on the greater of (1) the square root of the total area of the parcel, or (2) the average frontage.
10. If service is obtained from multiple sides, then the accessibility charge shall be based on the greater of (1) the frontage of all sides where service is obtained, or (2) the square root of the total area of the parcel.
11. Frontage for lots not covered by the above illustrations shall, at Riviera's discretion, be calculated in a manner consistent with the basis of above frontage calculations and the objective of obtaining parity with frontage costs and charges.
12. Where a pumping station and force main become required primarily due to a project or development, and the accessibility charge is not adequate to fund such, the developer may be responsible for the cost of such station or the requirement for construction of a pumping station may require payment of multiple sides as service availability is increased by the construction of a pumping station.

3.3 Additional Fees.

A. Tapping Fee

- (1) A tapping fee is charged for all costs incurred by Riviera in the connection of the customer's premises to Riviera's wastewater system and will vary with the size and depth of the tap or pipe installed. Tapping fees generally are charged to customers requesting additional lateral connections or for main lines, or where laterals do not exist. Tapping fees shall be charged for each new tap or change in the size or type of tap, and includes the cost of labor and materials and use of equipment for the installation of the tap, related fittings and appurtenances, and replacement of pavement, sidewalk, curbs, gutters, sod, and plantings.
- (2) Wastewater laterals and yard piping shall be installed and maintained at the owner's expense from the property line to the structure served.
- (3) A tapping fee will not be required for single residential lots where the property was subdivided prior to the date of adoption of this policy. However, tapping fees will be required for the installation of any new laterals required to property which is subdivided after the adoption of this policy. It shall be the responsibility of the developer subdividing property to install or have installed all necessary laterals if such do not exist at the time the property is subdivided. Riviera may require the developer to install laterals in lieu of the applicable tapping fee if Riviera does not have time available to install such laterals.
- (4) All of Riviera's sanitary sewer system (wastewater conveyance and/or treatment system), connections and extensions thereto, and wastes received nearby, shall be in accordance with the Rules and Regulations for the use of the sanitary sewer system as set forth in Resolution Number 12882, or as these rules and regulations may be modified or revised from time to time. These rules are provided in Appendix A.

B. Meter Test Fee

Upon written request and advance payment of a Meter Test Fee as shown in the Fee Schedule, Riviera 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.

4.0 BILLING AND PAYMENT FOR SERVICE

4.1 *Billing Period; Due Date; Evidence of Consumption.*

Water meters from which wastewater usage shall be determined shall be read and customers billed on a monthly basis. Billing will commence upon the installation date of a meter or service connection.

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

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

4.2 *Use of Master Meters.*

The Point of Delivery is the master meter. Any deduct or individual services that may exist beyond the master meter are subject to disconnection of service through the master meter if the master meter account is not a current payment status, notwithstanding the current payment status of the individuals served beyond that master meter.

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

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

Within three months of any customer having both water and wastewater service available from Riviera, and having been notified in writing of such, any customer not connected to both services shall be charged the minimum fee for the unused service in addition to the basic rate for the used service.

4.4 Basic Wastewater Rate.

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

4.5 Customer Deposits.

Riviera requires each customer to place on deposit a cash amount, indemnify bond, or letter of credit which shall be established by Riviera. The amount shall be calculated by estimating the wastewater service bill for a period of two months. When a previous consumption history is unavailable, the amount shall be estimated by comparison of similar users and/or evaluation of anticipated use. No deposit shall be less than the amount established by Riviera for a residential account. The customer deposit provides security for payment of amounts due to Riviera and, for residential accounts only, shall be refunded after a two-year satisfactory payment experience meeting Riviera's standards.

Residential customer deposits are waived for transfer accounts with a satisfactory payment history and for Riviera employees.

4.6 Delinquent Accounts.

An account shall be considered delinquent if payment for service is not received by Riviera within ten days of the billing date. Service shall be discontinued if the customer fails to pay the total delinquent amount within ten days. Riviera shall provide the customer with reasonable and adequate notice of its intentions to terminate service. A regular re-connection charge will be imposed for an on-site visit for the purpose of collecting the delinquent account. For service to be restored, the total bill must be paid, along with appropriate re-connection charge and deposit (if deposit not on file).

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

Where service is provided to a fire protection system, as identified in Section 7.7, Riviera reserves the right to discontinue the domestic or other non-fire related water service for delinquent fire line accounts, according to all procedures applicable to the collection of any delinquent account.

4.7 *Billing Disputes; Mistakes.*

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

4.8 *Abatement of Water and Sewer Bills.*

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

If a customer can demonstrate clearly that the excessive use of water did not enter the sanitary collection system, the sewer portion of the monthly bill can be abated (lowered) to an amount equal to 125% of the average bill for wastewater use, provided that: 1) the customer requests the abatement within 60 days of the date of the excessive bill and presents evidence of expeditious repair or remedy, and 2) at least 12 months have passed since any previous abatement.

When a previous consumption history is unavailable, Riviera will use 7,000 gallons as a monthly average for a residential user. For other users, Riviera will use an average derived from similar users. Riviera will only consider one abatement for two consecutive billing periods within a single calendar year on each premises served.

A one-time per customer credit will be applied to the sewer bill for filling a swimming pool.

4.9 *Tampering with Facilities.*

Tampering with Riviera meters, water or wastewater mains, or other system components is prohibited and in violation of Section §13A-8-10, Corrected Code of the

State of Alabama. When tampering is discovered, Riviera shall adhere to the following procedures:

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

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

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

- D. The customer shall be entitled to request a meeting with Customer Service Office or designated representative to be held no later than ten business days after the request. If the matter is not settled at the first meeting, the customer may within 24 hours request a second meeting which will be held before the Operations Manager or a designated representative no later than ten business days after the second meeting request. The determination by the Operations Manager or his designee shall constitute final Riviera action and shall be made no later than two business days after the hearing.

- E. Riviera shall restore water and/or wastewater service upon payment of all applicable service charges, tampering charges, back billing charges, customer deposit, and other amounts due.

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

5.0 WASTEWATER TREATMENT AND PRETREATMENT PROGRAM

5.1 Pretreatment Program for Industrial Wastewater

Riviera's pretreatment program is administered jointly with the Alabama Department of Environmental Management (ADEM). Accordingly, all permits to discharge industrial wastewater into Riviera's wastewater system shall be obtained jointly from Riviera and ADEM.

6.0 WASTEWATER MAIN EXTENSIONS

6.1 *General.*

It is the policy of Riviera to extend wastewater mains to the property or properties of any person or entity requesting sewer service within the City of Foley. This policy is limited in various manners by the restraints of state and local law and by practical considerations such (1) the reasonableness of the proposed extension in relation to Riviera's and The City of Foley's plans and schedules for providing sewer service to the community as a whole; (2) funding priority, and (3) reasonable feasibility.

The manner in which wastewater mains will be extended may differ with regard to two different categories of requests for service. The first request category is by a developer who requests extensions to undeveloped or recently developed properties. In these circumstances, the development is linked to the anticipated extension of the wastewater main. The second request category is by customers who request extension to existing communities or areas. Riviera may apply the principles of the two request categories in concert where Riviera's general plans and desires to expand the system for general services coincide with present or potential development areas.

For both categories of extensions, it is the applicant's responsibility to furnish sufficient information to Riviera for evaluation of the proposed extension.

6.2 *Definitions.*

ADEM means the State of Alabama Department of Environmental Management.

ALDOT means the Alabama Department of Transportation.

Accessibility Charge The accessibility component (sometimes referred to as an "accessibility charge" or "accessibility fee") is charged directly or indirectly to all new customers where wastewater service has not previously been provided, and assessment or equivalent has not been paid. It is intended to pay the costs Riviera or The City of Foley have or would incur in the establishment of service in the immediate vicinity of the property being served. This cost is distributed to each property on a front footage basis or equivalent. Where the collection lines or laterals are installed by others (typically the developer), and Riviera's or The City of Foley's costs are reduced and/or eliminated, the accessibility component may be reduced or eliminated.

Enhanced Size means wastewater mains larger than 8-inches.

Frontage means the actual dimension (or the calculated dimension as set forth herein) of a parcel along all public ways abutting the parcel without regard to the position of any building located on the premises.

Laterals means all pipes owned by or intended to be conveyed to Riviera or the City of Foley which extend from the wastewater collection line to the customer's property line or edge of dedicated utility easement.

Main means that pipe which is owned by or intended to be conveyed to Riviera or the City of Foley to which laterals may be connected. These are sometimes referred to as wastewater collection lines or interceptor lines.

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 Riviera.

Plumbing means all pipes, fittings, and appurtenances on the owner's property that serve the premise and are owned by the Customer.

Premises means that portion of the ground for which service is required.

Wastewater Main Extension means a pipeline, including pumping stations and all necessary piping to convey wastewater added to an existing wastewater main of Riviera or the City of Foley for the purpose of extending or enhancing service.

6.3 *Wastewater Main Extensions, When Required.*

Upon receipt of a formal request for wastewater service, the applicant shall be advised by Riviera as to whether wastewater service is currently available or whether a wastewater main extension would be required. Such notification shall not constitute assurance or guarantee of wastewater service.

Wastewater main extensions shall be required when there are no existing wastewater mains to serve the applicant or when Riviera has determined the existing mains are not adequate to provide service to the applicant or to the development as a whole.

Riviera shall stipulate the location, length, type, and size of all mains in accordance with accepted, standard engineering practices of the Water Environment Federation (WEF),

the Alabama Department of Environmental Management (ADEM) and all applicable local, state, and federal requirements.

6.4 Wastewater Main Extension Procedure - New Developments.

A. General

All applications for services submitted to Riviera must contain the following:

1. The location of the property for which service is being requested.
2. A legal description of the premises for which service is desired, and a description of the proposed development to be serviced.
3. The size, type and number of services requested.
4. Any long- term plans for the development, including alterations or expansions which are considered for the future.
5. All applicants must complete a standard "Application for Utility Service" before service may be rendered.
6. All applications for service must be accompanied by appropriate fees.
7. All applications for service must be accompanied by appropriate deposits, as set forth in the applicable deposit schedule.
8. All services will be subject to the applicable user charge rates.
9. All applications must be signed by the owner/developer desiring service.

B. Multiple Units

Any applicant applying to Riviera for wastewater service for multiple units must submit a written statement with the request stating the number of units to be served. In addition, the applicant must submit to Riviera all plans and specifications pertaining to the construction or improvements which will use the wastewater service of Riviera through the connection for which the application pertains.

C. Subdivisions

1. Responsibility of Developers

- a. Design and install or pay for the design and installation of the complete wastewater system contained within the subdivision (on-site). The mains shall be adequately sized and properly located to provide collection and service to all lots or units in the subdivision. Riviera shall be provided with detailed plans and specifications on all wastewater systems prior to installation for its review to ensure compliance with long-term planning and future maintenance considerations.
- b. Design and install or pay for the design and installation of (less any reimbursement cost from Riviera) the off-site wastewater system necessary to collect and convey from the subdivision or development all wastewater generated within said subdivision or development to the closest existing point within the existing sewer conveyance system which is adequate to accept the anticipated flow. Riviera shall be provided with detailed plans and specifications on all wastewater systems prior to installation for its review to ensure compliance with long-term planning and future maintenance considerations.
- c. Build all portions of the wastewater system to be turned over to Riviera or the City of Foley for ownership, operation and maintenance in accordance with Riviera's and the City of Foley's Standard Specifications, (which may be revised from time to time), and general design and construction requirements, as required by Riviera or the City of Foley.
- d. Supply Riviera with adequate and acceptable rights-of-way or easements over, along and across the streets, premises and wastewater system as necessary for constructing, operation and maintaining all portions of the wastewater system.
- e. Obtain at least three (3) bids from qualified contractors for any construction which may have payment participation by Riviera. However, when the base work involved is funded by the developer, and the developer is negotiating the overall project of which utilities are only a part, then Riviera may pay or reimburse the developer for such incremental costs as mutually determined as fair and reasonable.
- f. Supply Riviera with a schedule of quantities and costs for all wastewater systems constructed and conveyed to Riviera or the City of Foley.

- g. Formally convey ownership to Riviera or the City of Foley as deemed appropriate of all collection systems and appurtenances constructed by the developer and turned over to Riviera for operation and maintenance.
 - h. Supply Riviera with a complete set of as-built plans for all wastewater systems installed. Reference to top of manhole elevations, flow line elevations, lateral locations and a minimum of two (2) reference points and horizontal dimensions for manhole locations.
2. Responsibilities and Options of Riviera
- a. When Riviera agrees to receive wastewater from a subdivision, it must review all plans to ensure conformance to Riviera's policies and long- range plans. This review does not relieve the developer from complying with all design and construction standards.
 - b. Riviera may participate in the physical construction cost of pumping stations and force mains that may be required for each approved expansion. Riviera shall provide all technical specifications relative to this work. Riviera shall not reimburse the developer for any engineering costs relative to the developer's design, installation or inspection of this work.
 - c. Upon satisfactory completion by the developer of all construction involved with a wastewater collection system or conveyance system installed in accordance with the provisions set forth herein, Riviera shall accept ownership and responsibility of operation and maintenance of the system.
3. Large Commercial and Industrial
- a. Where Riviera or the City of Foley has an adequate collection, transmission and treatment capacity available, application for large commercial and industrial service shall be in accordance with the general provisions set forth in other applicable sections of this policy.
 - b. Where Riviera does not have adequate wastewater collection, transmission and treatment capacity available, applicants shall be responsible for designing and installing, or paying for the design and installation, of such facilities as are deemed necessary by Riviera to meet the requirements of such service. In such case where main extensions are necessary, the procedures outlined in "General Conditions of Service Requiring Inter-connecting (Off-site) System Expansion" of this handbook shall apply.

6.5 General Conditions of Service Requiring Inter-connecting (Off-site) System Expansion

A. Purpose

The purpose of this section is to set forth Riviera's policies pertaining to the installation of interconnecting mains between Riviera's or the City of Foley's existing collection or transmission system and the premises where service has been requested in the event an adequate main is not currently available to serve the premises.

B. General

A request and application for service must be submitted to Riviera. If Riviera agrees to supply sewer service to a development which requires the installation of an interconnecting (off-site) main or conveyance system, such installation shall be in accordance with this section.

1. Responsibilities of Developer

- a. The developer shall be responsible for the design and installation of the interconnecting (off-site) main from Riviera's existing system to the point of entrance of the development location. The gravity wastewater mains shall be sized to provide service to the development and must meet or exceed the long-range plan of the City of Foley and/or Riviera.
- b. The off-site gravity mains shall be designed and constructed in accordance with Riviera's and the City of Foley's standard specifications, general design and construction guidelines.
- c. The developer shall be responsible for the cost of pumping stations and force mains required by its proposed development.
- d. The off-site main shall be installed within a public right-of-way or dedicated easement to Riviera or the City of Foley, and all permits for such construction shall be obtained by the developer.
- e. The ownership of the wastewater system shall be conveyed to Riviera or the City of Foley upon satisfactory completion and acceptance of the system by Riviera and/or the City of Foley.

- f. If Riviera is to participate in the payment of an extension main for any reason, then the Developer shall obtain at least three (3) bids for the construction project. However, when the base work involved is funded by the developer, and Riviera's participation cost is for upgrades in capacity (or incremental cost) and the developer is negotiating its overall project, of which utilities are only a part, then Riviera will pay or reimburse the developer for such incremental costs as mutually determined as fair and reasonable.
- g. Any contractor proposing to install any facilities for which Riviera shall participate in payment must be approved by Riviera prior to award of work.
- h. The developer shall supply Riviera with a schedule of quantities and costs for any portion of the wastewater system to be conveyed to Riviera or the City of Foley.
- i. The Developer shall supply Riviera with an as-built set of plans for any system to be conveyed to Riviera for ownership.

2. Responsibilities and Rights of Riviera

If Riviera agrees to supply wastewater service to a development, the right is reserved to require the developer to increase the size of any portion of the system involved in the project to be in accordance with Riviera's long- range planning.

3. General Procedures for Funding

Upon review and approval of the plans and applications submitted, and upon Riviera's determination that service expansion will not unreasonably burden the conveyance or treatment capacity and that the extension as planned will accommodate future extensions, Riviera will work with the developer's engineers in the development of a mutually-agreeable construction cost estimate of the extension. Riviera will develop a contract that will establish the terms and conditions, as well as the financial obligations of the developer and Riviera (if any). The developer can proceed after execution of this contract.

- a. If the contract contemplates any financial contribution by Riviera, the contract will set forth with specificity the terms and conditions of any payments to be made by Riviera, and unless specifically stated otherwise, all costs and expenses shall be the responsibility of the developer.

- b. The owner/developer shall execute a contract, deed or other document as approved by Riviera to be recorded in Baldwin County Probate Court, which document shall convey the specified wastewater systems to Riviera upon completion of construction and acceptance by Riviera.

6.6 Main Extension Process - Existing Communities

- A. Residents within existing communities may request Riviera to install or extend sewer service as follows:
 1. Applicants shall provide a map defining the area to be served, demographics, and a survey of potential users to Riviera.
 2. Riviera shall evaluate the information provided, identify existing facilities and develop preliminary cost estimates for construction of any system extension(s).
 3. Riviera will determine project viability as determined by the number of potential connections, the location of the premises to be served in relation to existing Riviera wastewater systems, and the availability of capital funds.
 4. Riviera 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 Riviera a commitment to obtain service when available.
 5. When the owners of an acceptable percentage of the property fronting the proposed main(s) have executed a commitment to obtain service when available, the Board will be asked to approve the project.
 6. When and if the project has been approved, residents who executed the commitment will be required to complete applications for service and pay applicable fees, deposits and charges.
 7. Riviera will then proceed with the project of extending sewer service to the premises in question.

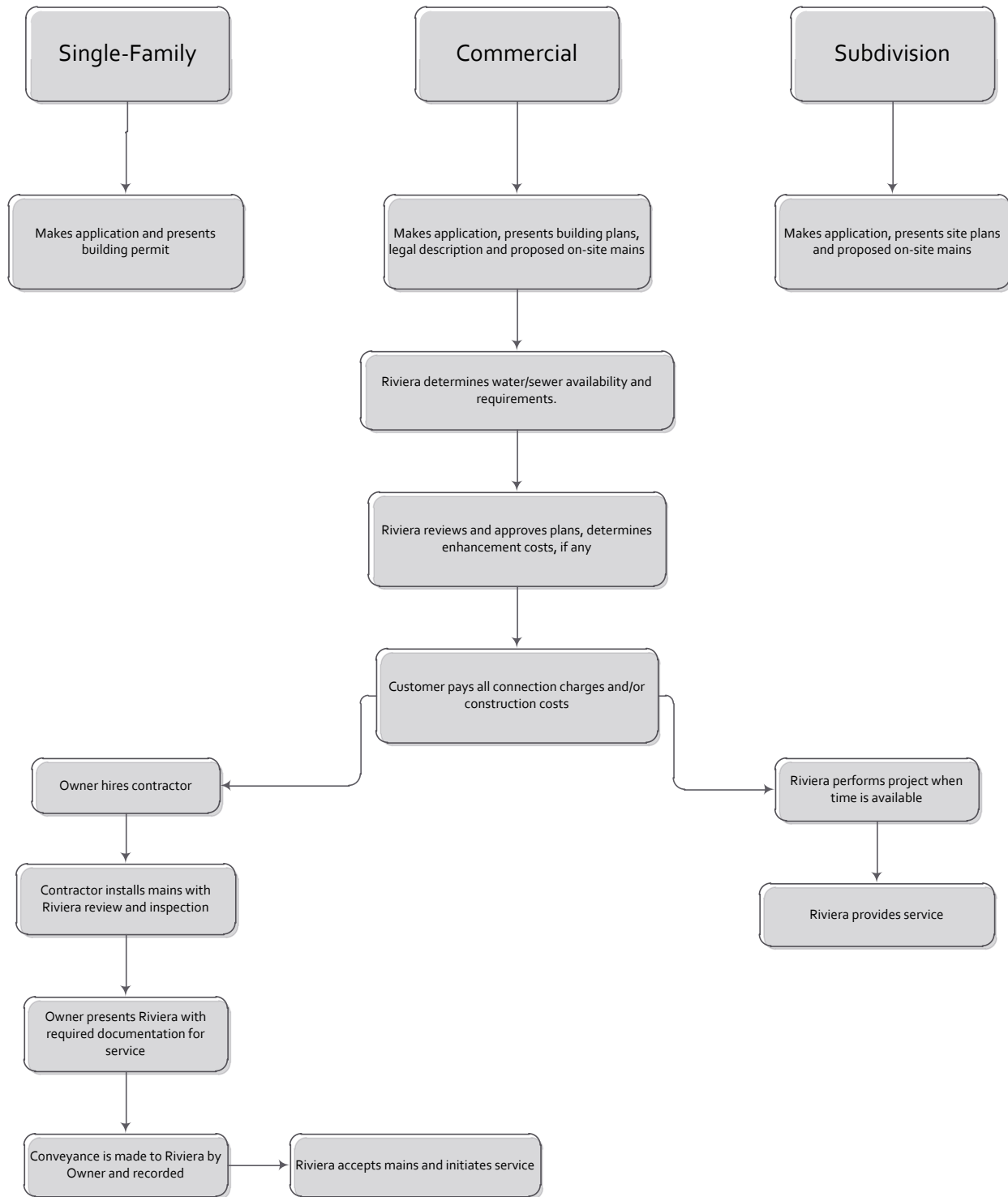
6.7 System Design: General Criteria

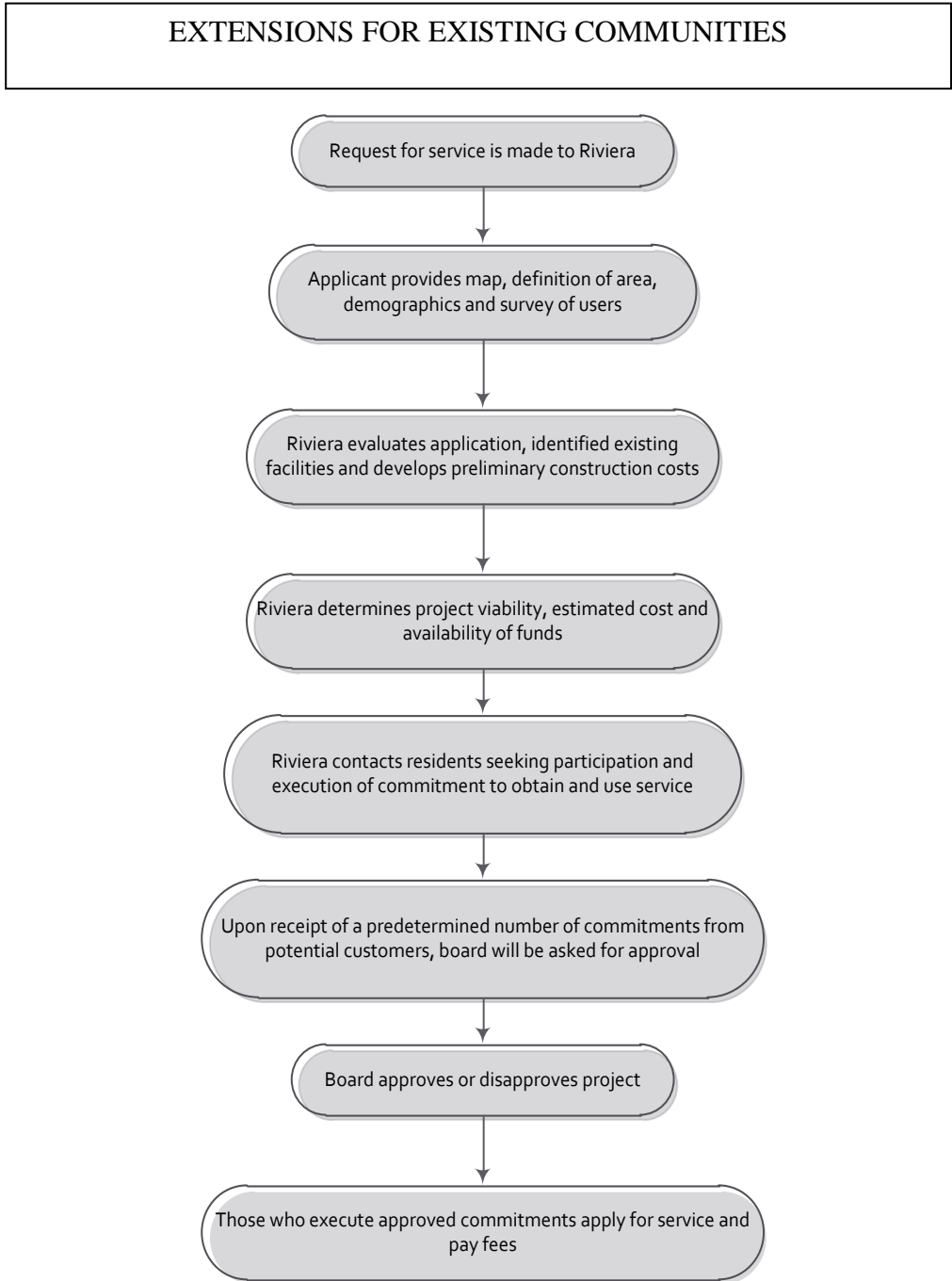
Standard Specifications for sanitary wastewater are developed to establish minimum acceptable standards for the design and construction of collection and transmission facilities owned, operated or maintained by Riviera. Such facilities include gravity

wastewater, sewer force mains, wastewater pump stations, and miscellaneous related appurtenances associated with such system.

A current copy of the Standard Specifications may be purchased as Riviera's office.

MAIN EXTENSION PROCESS FOR NEW DEVELOPMENT





ARTICLE II. - SEWER

Sec. 10-20. - Definitions.

The following terms wherever used in this article shall have the meanings respectively ascribed to them, unless the context plainly indicates otherwise or that a more restricted or extended meaning is intended:

Approving authority: The general manager of the utilities board of the city.

Board: The utilities board of the city.

B.O.D. (biochemical oxygen demand): The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at twenty (20) degrees centigrade, expressed in parts per million by weight.

Color: The true color due to the substances in solution expressed in parts per million.

Domestic sewage: That liquid waste from bathrooms, toilet rooms, kitchens, and home laundries.

Industrial wastes: The liquid wastes, other than domestic sewage, resulting from processes or operations employed in industrial establishments.

Normal sewage: That waste having B.O.D. of two hundred ten (210) parts or less per million by weight.

Person: As defined in section 1-2, other than the city or the board.

pH: The logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution. A stabilized pH will be considered as a pH which does not change beyond the specified limits when the waste is subjected to aeration.

Properly shredded garbage: The wastes from the preparation, cooking, and dispensing of food that have been shredded to such degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers with no particle greater than one-half inch in any dimension.

Receiving stream: That body of water, stream, or watercourse receiving the discharge waters from the sewage treatment plant or formed by the waters discharged from the sewage treatment plant.

Sanitary sewer: A sewer intended to receive domestic sewage and industrial waste, except that of the type expressly prohibited by this article, without the admixture of surface water and storm water.

Suspended solids: Solids that either float on the surface of, or are in suspension in water, sewage, or other liquids; and which are removable by laboratory filtering.

Unpolluted water or waste: Any water or waste containing none of the following: free or emulsified grease or oil, acid or alkali; phenols or their substances imparting taste and odor in receiving waters; toxic or poisonous substances in suspension, colloidal state or solution; and

noxious or odorous gases. It shall contain no more than ten thousand (10,000) parts per million by weight of dissolved solids, of which not more than two thousand five hundred (2,500) parts per million shall be as chloride, with permissible volume subject to review by approving authority or an authorized agent or employee of the board; and not more than ten (10) parts per million each of suspended solids and B.O.D. The color shall not exceed fifty (50) parts per million. Unpolluted water shall include the discharge: (1) from rain down spouts and drains, (2) from surface water drains, (3) from air conditioning systems, (4) from basement drains, and (5) from cooling waters containing none of the following: free or emulsified grease or oil; acid or alkali; phenols or other substances imparting taste and odor in receiving waters; toxic or poisonous substances in suspension, colloidal state or solution; and noxious and odorous gases.

(Ord. No. 314, § 1(1), 12-20-82)

Sec. 10-21. - Prohibited discharges.

- (a) No person shall discharge or deposit any of the following waste materials into any city or board sanitary sewer:
- (1) Any liquids or vapors having a temperature higher than one hundred fifty (150) degrees Fahrenheit.
 - (2) Any waters or wastes which may contain more than one hundred (100) parts per million by weight of fat, oil, or grease, exclusive of soap.
 - (3) Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas.
 - (4) Any garbage that has not been properly shredded.
 - (5) Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, paunch manure, or any other solid or viscous substance capable of causing obstruction to the flow in sewers or other interference with the proper operation of the sewage works.
 - (6) Any waters or wastes having a stabilized pH lower than six-point-zero (6.0) or higher than nine-point-zero (9.0) or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works.
 - (7) Any waters or wastes having a biochemical oxygen demand in excess of four hundred (400) parts per million by weight.
 - (8) Any waters or wastes containing more than three hundred (300) parts per million by weight of suspended solids.
 - (9) Any waters or wastes having an objectionable color which is not removable in the existing sewage treatment plant processes.
 - (10) Any waters or wastes containing a toxic or poisonous substance or any other materials in sufficient quantity to damage or interfere with any sewage treatment process, or constitute a hazard to humans, fish, animals or wild life, or create any hazard in the receiving stream at the sewage treatment plant.

- (11) Any waters or wastes containing suspended solids of such character and quantity that unusual attention or expense is required to handle such materials at the sewage treatment plant.
 - (12) Any noxious or malodorous gases or substances capable of creating a public nuisance.
 - (13) Any unpolluted waters or unpolluted wastes.
 - (14) Any long half-life (over one hundred (100) days) of toxic radioactive isotopes, without special permit.
 - (15) All categorical effluent guidelines as promulgated by the environmental protection agency (EPA) and as amended or revised from time to time will be adopted as guidelines by the city and board.
- (b) Except for those limitations set forth elsewhere in this section, the guidelines with respect to certain discharge limitations and/or other related parameters will be used as guidelines by the city and the board, as such guidelines have been established by the state, and as amended and revised from time to time by the state.
 - (c) Variance from any applicable discharge limitation may only be granted by the approving authority and then only in those instances which are considered by the approving authority to produce no adverse effects upon the board's treatment plant, treatment process, or treatment plant discharge.
 - (d) The radioactive isotopes ^{131}I and ^{32}P used at hospitals are not prohibited, if properly diluted at the source.
 - (e) No statement contained in this section shall be construed as preventing any special agreement or arrangement between the board or the city and any person whereby an industrial waste of unusual strength or character may be admitted into the sanitary sewers by the city and board after approved pretreatment.

(Ord. No. 314, § 1(2), 12-20-82)

Sec. 10-22. - Structures required.

- (a) *Storage tanks:* In order to promote equalization of flows over a twenty-four-hour period, each person discharging an industrial waste into the city's or board's sanitary sewers having the following average daily volumes over a period of such person's normal work week shall construct and maintain at such person's own expense a suitable and approved storage tank, pond, or lake of the corresponding minimum volumes:

<i>Volume of Waste Discharged Average Gallons Per Day</i>	<i>Minimum Volume of Storage Tank. In Percentage of Daily Volume of Waste Discharged</i>
0—10,000	0
10,001—20,000	50
20,001 and above	100

Such storage tank shall have its outlet to the sanitary sewer controlled by an approved device, the setting of flow rates being as directed by the approving authority.

Storage tank requirements may be waived by the approving authority in cases where a constant rate of flow is discharged, provided:

- (1) That the normal operating day extends over a twenty- to twenty-four-hour period, or the rate of waste flow and load discharged is such that in the opinion of the approving authority the installation of a storage tank, pond, or lake would not improve sewer and treatment plant loading conditions.
 - (2) That all other requirements of this article are fulfilled.
- (b) Any person discharging industrial wastes into the board's or city's sanitary sewers shall construct a suitable control manhole, downstream from any treatment, storage tank or other approved works, to facilitate observations, measurements and sampling of all such wastes from the industry. The control manhole shall be constructed at a suitable and satisfactory location and built in a manner approved by the approving authority. The manhole shall be installed by the person discharging the wastes at such person's expense and shall be maintained by such person so as to be safe, accessible and in proper operating condition at all times. Control manhole requirements may be waived by the approving authority:
- (1) When a person discharging less than ten thousand (10,000) gallons of industrial waste in a normal working day elects to be relieved of this requirement provided:
 - a. That such wastes meet all other requirements of this article, as determined by the approving authority.
 - b. That all such wastes are discharged through a single standard sewer manhole before entrance into the sanitary sewers.

- c. That such person shall pay a charge double that required under section 10-28 and that the strength or volume of waste on which the charge is made will be based on tests made on similar wastes discharged by other industries of the same type, if such information is available; if not, by such other methods as the approving authority may wish to employ. Whatever method is used for finding the strength of the waste, the determination of the approving authority shall be binding as a basis for charges.
- (2) When a person discharging ten thousand (10,000) to forty thousand (40,000) gallons of industrial waste in a normal working day elects to be relieved of this requirement provided:
- a. That such person was operating at such person's present location on or before the date of the ordinance from which this article is derived.
 - b. That such wastes meet all other requirements of this article as determined by the approving authority.
 - c. That all such wastes are discharged through a single standard sewer manhole before entrance into the sanitary sewers.
 - d. That such person agrees to pay a charge double that required under section 10-28 and that the strength of the waste on which the charge is made will be based on tests made on similar wastes discharged by other industries of the same type, if such information is available; if not, by such other methods as the approving authority may wish to employ. Whatever method is used for finding the strength of the waste, the determination of the approving authority shall be binding as a basis for charges.
 - e. Plans for the construction of such storage tank, pond, or lake, control manhole and controlling devices shall be approved by the approving authority prior to the beginning of construction.

(Ord. No. 314, § 1(3), 12-20-82)

Sec. 10-23. - Strap-on pipe saddle and tapping machine; street cut charge; maintenance of cut.

At locations where laterals and "Y's" are not available for connection, a strap-on pipe saddle and tapping machine shall be used in making the connection in order that a watertight lateral connection can be made and the pipe coupon cut out and removed from the main without damage to the main sewer pipe. An additional charge of one hundred dollars (\$100.00) will be made if the street or alley is cut; the contractor shall maintain the cut for a minimum of thirty (30) days.

(Ord. No. 64, § 3, 5-7-51; Ord. No. 237, § 1, 5-22-78)

Sec. 10-24. - Permit.

- (a) *Required, compliance:* Any person desiring to deposit or discharge or who is now so doing, any industrial waste into the city's or board's sanitary sewers shall make application to the board in the manner prescribed by it. The general manager of the board shall approve such application only when evidence is submitted by the applicant that the discharge into the sanitary sewer will comply with all the regulations of this article. Should any person fail to secure a permit or fail to have the application approved, or not be in compliance with, or be in violation of provisions set forth in this article, the approving authority may, upon twenty-four (24) hours' notice, if such person is using board water, disconnect such person's connection with the board water, and the same will be reconnected only at such person's expense, after such person has complied with the provisions of this article; and if such person does not use board water exclusively, such person, after twenty-four (24) hours' notice, shall have such person's connection with the city's or board's sanitary sewer system severed and such service will be restored only at such person's expense after such person has complied with the provisions of this article.
- (b) *Confidential information:* Information and data on a user obtained from reports, questionnaires, permit applications, permits and monitoring programs and from inspections shall be available to the public or other governmental agency without restriction unless the user specifically requests and is able to demonstrate to the satisfaction of the board that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets of the user. When requested by the person furnishing a report, the portions of a report which might disclose trade secrets or secret processes shall be considered confidential by the board and shall not be made available for inspection by the public. This shall not be construed to prevent disclosure of any report, record or information obtained under these rules and regulations or any of the official records of the board to federal or state pollution control agencies. Wastewater constituents and characteristics will not be recognized as confidential information.
- (c) Any person found to be violating any provision of this article shall be served by the board with a written notice stating the nature of the violation. The board will also notify the city of such violation and request that appropriate penalties be levied.

(Ord. No. 314, § 1(4), 12-20-82)

Sec. 10-25. - Powers and authority for inspection.

- (a) The approving authority and other duly authorized employees of the city or board, bearing proper credentials and identification, shall be permitted to enter upon all properties for the purpose of inspection, observation, measurement, sampling and testing, in accordance with the provisions of this article.

- (b) Authority is hereby granted to the board or city to temporarily exclude any industrial waste, whether pretreated or not, from the sanitary sewers whenever, in its opinion, such action is necessary for the purpose of determining the effects of such wastes upon the sanitary sewers, sewage treatment works or sewage treatment plants.

(Ord. No. 314, § 1(5), 12-20-82)

Sec. 10-26. - Measurement of flow.

- (a) The volume of flow used in computing waste charges shall be based upon metered water consumption as shown in the records or meter reading maintained by the board. In the event that a person discharging wastes into the city's or board's sanitary sewer system produces evidence to the approving authority that a part of the total volume of water used by such person for all purposes does not reach the city's or board's sanitary sewer, an equitable estimated percentage of total water consumption to be used in computing charges shall be made by the approving authority.
- (b) Where the person discharging industrial wastes into the sanitary sewers of the city or board procures any part, or all of, such person's water supply from sources other than the board, all or part of which is discharged into the sanitary sewer, the person discharging such waste shall install and maintain at such person's expense, water meters of a type approved by the approving authority for the purpose of determining the proper volume of flow to be charged.

(Ord. No. 314, § 1(6), 12-20-82)

Sec. 10-27. - Determining of character and concentration of wastes.

- (a) Each person discharging industrial waste into the city's or board's sanitary sewers shall make periodic inspection including a determination of character and concentration of said wastes quarterly, or more often as may be deemed necessary by the approving authority or such authority's authorized assistants. All inspection reports or returns to be submitted to approving authority immediately upon receipt.
- (b) Samples shall be collected in such a manner as to be representative of the actual quality of the wastes. The laboratory methods used in the examination of such wastes shall be those set forth in the then current edition of "Standard Methods for the Examination of Water, Sewage and Industrial Wastes," published by the American Public Health Association, Inc.
- (c) The determination of the character and concentration of the industrial wastes by the approving authority, or such authority's authorized assistants, shall be binding as a basis for charges.
- (d) All costs incurred by the city or board incident to the supervision, inspection, sampling and analyzing of wastes shall be added to the charge made to persons discharging wastes into the city's sanitary sewers.

(Ord. No. 314, § 1(7), 12-20-82)

Sec. 10-28. - Sanitary sewer treatment service charge.

- (a) The persons to be served by the board's sewage treatment plant are hereby divided into three (3) classifications:
 - (1) All single residences within the corporate limits of the city or the police jurisdiction thereof, which discharge to such treatment plant.
 - (2) All nonresidential, commercial and industrial establishments within the corporate limits or the police jurisdiction of the city, which discharges to such treatment plant.
 - (3) All multiple occupancy units with two (2) or more units from classifications (1) or (2) above, served from one (1) water meter and located within the corporate limits of the city or the police jurisdiction thereof, which discharges to such treatment plant.
- (b) There is hereby fixed and established the following method for determining charges for the use by any person, except as herein provided, of the board's sanitary sewer system:
 - (1) A charge to cover the amortization costs of the capital investment made to construct the board's sewage treatment plant and to cover incidental charges (including costs of administering this article) made in connection with said sewage treatment plant.
 - (2) An additional charge to cover the costs of operating and maintaining such sewage treatment plant.
 - (3) A charge may be fixed from time to time to recover the costs determined as above provided.
 - (4) If any person discharges an industrial waste into the board's sanitary sewer system, which, due to the particular or unusual nature of the industrial waste discharged imposes an unreasonable burden upon such sanitary sewer system, causes the board to incur additional expense in treatment of such waste, such as (but not limited to) additional personnel, additional equipment, or increased operating costs, then such person is to pay the costs of such additional expense in addition to the other charges hereinabove set forth. The board shall determine if any person is causing the board to incur said additional expense, and if so, the amount of such additional expense. Such determination by the board shall be final.
- (c) A charge to those persons covered by subsection (a) of this section may be made, determined and adjusted from time to time by the board.
- (d) The combined charges as set forth above in this section shall be billed and payable on a bill rendered to the proper persons by the board.
- (e) Such bills will be sent through the United States mail notifying all persons of the amount and date due. Failure to receive notice is not an excuse for nonpayment of bills.
- (f) Any person not having paid such person's bill within ten (10) days of date of billing will be delinquent. Notice of delinquency shall be sent to such person through the United States mail and if after the date specified in such notice the bill remains unpaid, the water and

sewer connections serving such person's premises may be severed and will not be turned on again until such bill and expense of turning on the water and sewer connections are paid, or arrangements satisfactory to the board for payment have been made.

- (g) In case a person discharging wastes into the board's sanitary sewer system does not procure such person's water supply from the board and becomes delinquent in payment of the aforesaid charge, such person's connection with the sanitary sewer system may be severed, and will not be reconnected until such bill is paid, and until such person pays the expense of reconnection; and any other services rendered by the board may be discontinued.

(Ord. No. 314, § 1(8), 12-20-82)

Sec. 10-29. - Protection from damages.

No person shall maliciously, wilfully, or negligently break, damage, destroy, uncover, deface or tamper with any equipment or materials belonging to the board used for the purpose of making tests or examinations and left upon the premises of a person discharging wastes into the sanitary sewers.

(Ord. No. 314, § 1(9), 12-20-82)

Sec. 10-30. - Article not a contract.

This article is not to be considered or construed as a contract by the board with any person. The board hereby expressly reserves the right to amend, change, or repeal this article at any time.

(Ord. No. 314, § 1(10), 12-20-82)

Sec. 10-31. - Limiting the load.

The board is hereby authorized and empowered to limit the B.O.D. load that any person may discharge into the sanitary sewer system to be treated at such sewage treatment plant. The fixing by the board at such limit of discharge by any persons shall not prohibit the board from altering such limit in the future when in the discretion of the board it is to the best interest of the board to do so.

(Ord. No. 314, § 1(11), 12-20-82)

Sec. 10-32. - Indemnification bond.

In any and all instances where the board has reasonable cause to believe that any of the rules, regulations, or provisions set forth in this article or that have otherwise been adopted by the board, have been, may be or are being violated by any person served by the board, the board may require such person to give bond or enter into an indemnity agreement in form acceptable to the board with sufficient surety to be approved by the general manager of the board to protect, indemnify and hold harmless the board and city from any loss, damage or expense that either may suffer or incur as a result of such noncompliance or violation by such

person; and, in the event of the failure to do so after ten (10) days' notice by United States mail that the same will be required, the use of the sanitary sewer system by such person shall be denied or discontinued. It is further agreed that should any violation occur before indemnity is provided, the person responsible for such violation will hold the board harmless from any claim or demand of any kind or nature from private individuals or regulatory authority and will defend the board from any legal action, prosecution or other claim or demand.

(Ord. No. 314, § 1(12), 12-20-82)

Sec. 10-33. - Repair of leaking sanitary sewer lines on private property.

- (a) Notice, either in person or in writing, be given to the property owner, or to the occupant of the residence or building to which the sewer system is connected, of any leaks or holes in the system which have been found on the property of this owner.
- (b) Within sixty (60) days after notification, the occupant or owner must cause the leak or fracture of the line to be repaired by a licensed plumber, or by the owner or occupant if competent to do the work.
- (c) Failure to repair the sewer line within sixty (60) days after notice will result in the city coming onto the property, under its police powers to protect the health and safety of the residents of the city, and repairing the line, with the costs to be paid by the property owner. The costs of repair in the event the work is done by the city will constitute a lien on the property on which the sewer line was repaired, which will be enforceable in a court of competent jurisdiction.

(Ord. No. 442-91, §§ 1—3, 3-4-91)

Editor's note— Ord. No. 442-91, §§ 1—3, adopted March 4, 1991, did not specifically amend this Code and at the discretion of the editor said provisions have been included herein as § 10-33.

Sec. 10-34. - Connections to the sewer system.

- (a) *Definitions.* The following words and terms when used in this section shall have the meanings respectively ascribed to them by this section, unless the context clearly indicates otherwise.

Building sewer: The pipe that carries liquid waste from a building or structure to the lateral line.

Lateral line: The pipe that is provided to convey liquid waste from a property to the main sewer pipe.

Sanitary sewer system: A network of interconnected underground conduits, appurtenances, and processing facilities designed to convey and manage liquid waste materials.

Sewer connection: The connection of the building sewer line to the lateral line that is attached to the main sewer line.

Sewer main line: The main sanitary sewer pipe, which conveys liquid waste from the various lateral lines to a waste management facility.

Sewer tap: The connection of a lateral line to the main sewer line made by breaking open the main line and attaching said lateral line to it in an approved manner.

- (b) Wherever sanitary sewer main lines are provided and are accessible, all habitable structures or buildings hereafter erected or constructed shall be connected to said sewer main lines in an approved manner.
- (c) A fee shall be charged for the connection of any building sewer line to the sanitary sewer system. The fee, or fees, shall be charged as follows:
 - (1) The connection of building sewer line to an existing lateral line shall be three hundred dollars (\$300.00), and a sewer tap fee will be assessed on each unit in a building, and each manufactured home. One (1) tap fee will be charged per two (2) RV lots.
 - (2) A required sewer tap into the main sewer line to provide a lateral line to the property shall be three hundred dollars (\$300.00), and in addition, any expenses as may be incurred as a result of the use of city forces to make the required tap and install the lateral, Such expenses shall include all labor and materials used, including any contract labor and materials.
- (d) The department of public works shall provide an itemized statement of any and all expenses as outlined in subsection (b). The property owner shall pay the expenses to the city. The initial three hundred dollars (\$300.00) shall be paid at the time that a sewer connection is applied for at the department of public works, and the property owner shall receive a certificate of intent to connect to the sanitary sewer system. A copy of this certificate must be provided to the building department prior to the issuance of a building permit. The building official shall not issue a certificate of occupancy until notification of full payment, or promise of intent to pay the full amount has been issued.
- (e) The status of any assessments for access to a main sewer line, which may exist against the property of the applicant, shall be noted on the certificate of intent as outlined in subsection (c) of this section.

(Ord. No. 570-98, §§ 1—5, 10-19-98; Ord. No. 683-00, 12-18-00)

Secs. 10-35—10-40. - Reserved.