



# WATER DEPARTMENT POLICY MANUAL

JANUARY 1, 2020

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## 1.0 GENERAL

### 1.1 *Description and Organization.*

The Utilities Board of the City of Foley, 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 Water System 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 WATER 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 into 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.

**Customer** means an individual, corporation, partnership, firm, or association receiving water 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 water service will be rendered by Riviera.

**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.

**Meter** means the water meter used to establish water 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 the 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 of 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-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.

**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 an emergency. Tampering includes turning on said valve for the purpose of obtaining water 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 Utility Service***

General Purpose Water Service is available to any customer served by the water 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 water

service from Riviera on the date of this policy as adopted and made effective, shall be considered to have an active application for water service with Riviera.

### **2.2.2 Standard Single-Family Dwelling Unit Application**

To obtain water service from an existing service, 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 5, Water 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-Family Dwelling Unit Application**

Application for Multiple-Family Dwelling Unit Service shall be made in the same manner as for Single-Family Dwelling Unit Service, with the following additional requirements:

- Upon application for water 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 water 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, except that service may be provided to the applicant upon written certification 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.

### **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. Should Riviera's ability to convey water be prevented, impaired, curtailed, or delayed by reason of fire, flood, windstorm, strike, riot, civil commotion, act of God, break in lines of the water systems or 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's 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 Water Policy 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.

### 3.2 *Connection Fee: Capacity Component; Installation Component.*

The Connection Fee is comprised of a "capacity" component and an "installation" 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 water system. This fee is charged to equitably distribute the fiscal burden upon water 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 water production, storage 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 water system improvements or other fees required by Riviera 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 water 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, water 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. Installation Component** - The installation component (sometimes referred to as an (installation charge" or "installation fee") is charged directly or indirectly to all new customers where water service has not previously been provided and an assessment or equivalent has not been paid. It is intended to pay the costs Riviera would have or would incur in the establishment of service in the immediate vicinity of the property being served.

When Riviera owns or operates a water 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 Installation Charge shall be collected by Riviera from the owner before service is provided or connection to such line is made. Each Installation Charge must be paid in advance of service. Payment of the Installation Charge is in addition to all other fees and charges, as established by Riviera

### **3.3 Additional Fees.**

#### **A. Tapping Fee**

A tapping fee is charged for all costs incurred by Riviera in the connection of the customer's premises to Riviera's water system and will vary with the size and depth of the tap or pipe installed. Tapping fees generally are charged to customers requesting non-metered connections or for main lines. 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.

Water lines and yard piping shall be installed and maintained at the owner's expense from the property line to the structure served.

#### **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.

#### **C. Contribution in Aid-of-Construction**

Riviera Utilities may contract with a customer to provide any required main extension or service not otherwise defined. The cost of this work shall be based on an agreed amount, paid in advance or by other arrangements, and limited to Riviera capability and schedule.



## **4.0 BILLING AND PAYMENT FOR SERVICE**

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

Water meters from which water 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 within ten days from the date 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:

- water use
- surcharges
- fees
- taxes
- penalties

The amount of water registered by the meter shall constitute evidence of the quantity of water delivered to 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 the indicated gallons, including stand-by costs, of water per month.

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

#### **4.4 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 water 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.

#### **4.5 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.

Where service is provided to a fire protection system, 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.

#### **4.6 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.

#### **4.7 *Abatement of Water and Sewer Bills.***

Riviera Utilities expects the water 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. Abatements will only be considered for customers who experience a high water bill due to a verifiable leak. A verifiable leak is defined as a leak which can be confirmed by the customer through pictures of the leak, plumbing repair invoices, or having been witnessed by a Riviera Utilities employee. There will be no adjustments to the sewer portion of the bill for single family water customers, since the usage is capped at 10,000 gallons. All other classes of customers may receive a similar adjustment to the sewer portion of the bill. The bill may be adjusted to an amount no less than twice the average monthly usage for the previous twelve month period (not including the month where the leak occurred) and administered by the Data Processing Department. Adjustments due to leaks will be limited to only once in a 24 month period and only for leaks reported during the current billing cycle. Usage between the day the meter is read and the day the customer receives the bill and reports the high usage to Riviera Utilities, including an additional one week grace period to make the repairs will be allowed as part of the adjustment. Any leak that is allowed to continue for more than one billing cycle will be deemed as negligent in making repairs and only subject to adjustments of one billing cycle as described above.

#### **4.8 *Tampering with Facilities.***

Tampering with Riviera meters, water 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 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 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 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 WATER MAIN EXTENSIONS

### 5.1 *General.*

It is the policy of Riviera to extend mains to the property or properties of any person or entity requesting water 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 as (1) the reasonableness of the proposed extension in relation to Riviera's and The City of Foley's plans and schedules for providing water service to the community as a whole; (2) funding priority, and (3) reasonable feasibility.

The manner in which water 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 water 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.

### 5.2 *Definitions.*

**ADEM** means the State of Alabama Department of Environmental Management.

**ALDOT** means the Alabama Department of Transportation.

**Contract Agreement** means a legal document establishing conditions at a premises, property or location to which service is or may be provided, with covenants to meet specific circumstances as determined by Riviera.

**Enhanced Size** means water mains larger than 8 inches.

**Main** means that pipe which is owned by, or intended to be conveyed to, Riviera. These are sometimes referred to as water service 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.

**Water Main Extension** means a pipeline and all necessary appurtenances to extend an existing water main of Riviera or the City of Foley for the purpose of providing water service to a location where service is not available.

### **5.3 *Water Main Extensions, When Required.***

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

Water main extensions shall be required when there are no existing water 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.

### **5.4 *Water Main Extension Procedure - New Developments.***

#### **A. General**

All applications for service 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 water 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 water 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 water system contained within the subdivision (on-site). The mains shall be adequately sized and properly located to provide water distribution and service to all lots or units in the subdivision. Riviera shall be provided with detailed plans and specifications on all water 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 water system necessary to transmit, distribute and convey to the subdivision or development all water demands within said subdivision or development to the closest existing point within the existing water system which is adequate to provide the anticipated flow. Riviera shall be provided with detailed plans and specifications on all water systems prior to installation for its review to ensure compliance with long-term planning and future maintenance considerations.
- c. Build all portions of the water system to be turned over to Riviera for ownership, operation and maintenance in accordance with Riviera's Standard Specifications, attached hereto as Appendix A (which may be revised from time to time), and

general design and construction requirements, as required by Riviera.

- d. Supply Riviera with adequate and acceptable rights-of-way or easements over, along and across the streets and premises as necessary for constructing, operation and maintaining all portions of the water 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 water systems constructed and conveyed to Riviera.
- g. Formally convey ownership to Riviera as deemed appropriate of all distribution 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 water systems installed.

## 2. Responsibilities and Options of Riviera

- a. When Riviera agrees to receive a water system 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 up-sizing 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 water collection 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 has an adequate distribution system available, applicants 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 water mains or 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 5.4(C) shall apply.

### **5.5 Main Extension Process - Existing Communities**

Residents within existing communities may request Riviera to install or extend water service as follows:

- A. Applicants shall provide a map defining the area to be served, demographics, and a survey of potential users to Riviera.
- B. Riviera shall evaluate the information provided, identify existing facilities, and develop preliminary cost estimates for construction of any system extension(s).
- C. 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 water systems, and the availability of capital funds.
- D. 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.
- E. 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.
- F. 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 prior to construction.
- G. Riviera will then proceed with the project of extending water service to the premises in question.

H. Any fees paid by residents under the agreement shall be non-refundable.

## **5.6 System Design: General Criteria**

Standard Specifications for water are developed to establish minimum acceptable standards for the design and construction of distribution and transmission facilities owned, operated or maintained by Riviera. Such facilities include water mains, hydrants, valves, and miscellaneous related appurtenances associated with such system.

A current copy of the Standard Specifications may be obtained from Riviera Utilities.