

SERVICE RULES AND REGULATIONS
OF THE TOWN OF NAUVOO, ALABAMA 2023

The Mayor and Town Council of the Town of Nauvoo, Alabama, (hereinafter called the Town) have adopted the following basic rules and regulations that will be observed by both the Town and the Water Users for the Water System of the Town of Nauvoo.

1. TYPES OF SERVICE

1. The rate schedule set forth below contemplates a single user, such as one family dwelling, one family farm facility or one small business operation with or without appurtenances on a per month basis. Per month being: meter readings from the last week of the month until the last week of the next month.
2. Extraordinary circumstances such as a new subdivision, subdivision extension, multiple dwelling units, industrial property, municipalities, other water systems and any additional services outside a single dwelling type use shall be governed by special contract with the Town of Nauvoo/Nauvoo Water Works

II. RATE SCHEDULE:

1. (The state required utility tax of 4% will be added to the below rates.)

For the first 2,000 gallons or less per month \$28.00

For each additional 1,000 gallons per month \$ 8.09

III. APPLICATION FOR SERVICE

1. The consumer will make application for service, in person, at the office of the Nauvoo Water Works and at that time will pay the necessary fees.
2. An origination fee of \$100.00 must be paid before service is rendered.
3. Each water account must be occupied by the person whose name is on the "Customer Water Agreement" with the Town of Nauvoo. All rental property must have the current occupant on the "Customer Water Agreement" and billing with the Town of Nauvoo to be acceptable to the Town. Homeowner's of rental property will not be accepted as current occupants unless the rental property is vacant and a current fee is established. Deceased customer accounts must be re-established in someone else' name.

IV. USER CHARGES FOR CONNECTION TO SERVICE

1. Each consumer subscribing to use the service of the Nauvoo Water Works shall pay a tap on fee of \$850.00 if a meter isn't already set plus origination fee. The \$850.00 is for a ¾ inch tap. If a bigger tap is needed, the additional cost will be paid by the customer.
2. Each consumer is responsible for the cost of boring under pavement or cutting the road.

3. V. MINIMUM CHARGE

1. **Water furnished for a given lot shall be used on that lot only. Each consumer's service must be separately metered at a single delivery and metering point.**

2. Except for prevention or putting out of a fire. The Nauvoo Water Works shall not under any condition furnish water free of charge to any water works customer.

4. The consumer will be charged a minimum water rate per month based on provisions in Section II of rate schedule even if usage is less than the minimum amount listed.

VI. SUSPENSION OF SERVICES

When the water has been disconnected due to non-payment and not in service for a total of one month, the account will be closed in the system. To have service reestablished the consumer must pay bill in full and pay another origination fee of \$100.00.

IF AN ACCOUNT IS NOT PAID BY THE 25TH OF THE MONTH A SERVICE FEE OF \$50.00 WILL BE ADDED TO THE BILL AND WILL BE DISCONNECTED. THE BILL AND SERVICE FEE MUST BE PAID IN FULL BEFORE SERVICES WILL BE RECONNECTED. RECONNECTION OF SERVICES WILL PROCEED WITHIN THE NAUVOO WATER WORKS DEPARTMENT HOURS OF 8:00AM-4:00PM. NO RECONNECTIONS WILL BE MADE AFTER HOURS OR ON WEEKENDS. THE NAUVOO WATER WORKS DEPARTMENT HAS 24 WORKING HOURS TO RECONNECT SERVICES.

4. The Nauvoo Water Works reserves the right to discontinue its service without notice for the following reasons.

1. To prevent fraud or abuse.
2. Consumer's willful disregard of the Nauvoo Water Works rules.
3. Emergency of water supply due to circumstances beyond the Water Works control.
4. Emergency repairs.
5. Legal processes.
6. Direction of public authorities.
7. Strike, riot, fire, flood, accident, or any unavoidable cause.
8. Tampering with meters after disconnection (cutting lock or curb stop).
 - 1st offense cutting lock \$100.00
 - 2nd offense cutting lock \$200.00
 - 3rd offense cutting lock, no more service
 - 1st offense cutting curb stop \$150.00
 - 2nd offense cutting curb stop \$300.00
 - 3rd offense cutting curb stop, no more service

5. The Nauvoo Water Works may, in addition, to prosecution by law permanently refuse service to any customer who tampers with a meter or other measuring device.

6. Failure to receive bills or notices shall not prevent such bills from becoming delinquent nor relieve the consumer from payment which could cause suspension of service.

VII.

1. If consumer believes their bill to be in error, they shall present their claim in person, at the Nauvoo Water Works Department before the bill is delinquent. The consumer should pay such bill under protest until the matter is taken into account. If the bill is found in error of the water department, the consumer will be given a refund for the over charge.
2. The Nauvoo Water Works will make a special meter readings at the request of the consumer for a fee of \$10.00 provided, however, that if the meter is found to over-register three percent, no charge will be made.
3. Meters will be tested at the request of the consumer upon payment to the Nauvoo Water Works of the actual cost of making the test, provided however that if the meter is found to over-register beyond three percent of the correct volume, no charge will be made.
4. If the seal of a meter is broken by anyone other than the Nauvoo Water Works representative, or if the meter fails to register correctly or is stopped for any cause, the consumer shall pay an amount estimated from the record of their previous bills and/or from other data.
5. Starting November 1st, 2023 the Nauvoo Water Works will offer leak protection with ServLine. The cost is \$2.35 and will be added to the bill. If you do not want to participate in the program, call (800) 499-1970 to opt out.

VIII. NAUVOO WATER WORKS RESPONSIBILITY AND LIABILITY

1. The Nauvoo Water Works shall run a service line from it's distribution to be constructed and run immediately adjacent and parallel to the property to be served. No service charge, other than the connection fee referred to in Section IV of the Nauvoo Water Works Rules/Regulations and Rates Schedule will be made for a STANDARD HOUSEHOLD meter. A proportionately greater charge will be made for a meter of larger dimension.
2. The Nauvoo Water Works may make connections to service other properties not adjacent to its lines upon payment of reasonable costs for the extensions of its distribution lines as may be required to render such services.
3. The Nauvoo Water Works may install its meter at or near the property line, or at the Nauvoo water works option, on the consumer's property within 3 feet of the property line.
4. The Nauvoo Water Works reserves the right to refuse service unless the consumer's line or piping is installed in such a manner as to prevent cross connection or backflow.
5. Under normal conditions, the consumer will be notified of any anticipated interruption of service.

IX. CONSUMERS' RESPONSIBILITY

1. Where meter or meter box is placed on the premises of a consumer, a suitable place shall be provided by the customer, unobstructed and accessible at all times to the meter reader.
2. **The consumer shall furnish and maintain a private cut-off valve on the consumer's side of the meter and the Nauvoo Water Works is to provide a like valve on its side of such meter**
3. Water furnished by the Nauvoo Water Works shall be used for consumption by the customer, members of his or her household and employees only.
4. The consumer's piping and apparatus shall be installed and maintained by the consumer at the consumer's expense, in an efficient manner and in accordance with the Rules/Regulations and Rates Schedule of The Nauvoo Water Works and in full compliance with sanitary regulations of the Alabama State Health Department.

5. Once the meter and meter box is installed, the consumer is responsible for any damage to such devices. Damage to meters or meter boxes will be replaced at the consumer's expense and will be added to the monthly water bill.
6. **The consumer shall not sell water to another consumer or permit any taps on to their water line to service a separate user as is listed in Section I of Water Rules/Regulations and Rates Schedule.** Water shall not be used for large irrigation, fire protection, or any other purposes that could interfere with regular domestic consumption except when water is available in sufficient quantities and prior approval has been permitted.
7. The consumer is responsible for any cost accrued due to a leak on the consumer's side of the meter. The town "Will Not" be responsible at any time for such cost.
8. Any overpayment, other than final bill, will be a credit applied to future bills.

X. ACCESS TO PREMISES

1. Duly authorized agents of the Nauvoo Water Works shall have access, at all hours to the Premises of the consumer for the purpose in installing or removing the property of Nauvoo Water Works, inspecting piping, reading meters or for any other purpose in connection with The service and equipment of The Nauvoo Water Works.

2. Extensions to the system shall be made only when the consumer shall grant, convey or cause to be granted upon personal property.

XI. Installing Additional New Fire Hydrants in the Nauvoo Water Works System; occasionally a Nauvoo Water Work's customer(s) wants a fire hydrant installed near their home for homeowner insurance purposes; to reduce their homeowner insurance premium. This is the method that must be followed for installing a new fire hydrant.

1. **There must be a Nauvoo Water Works six inch supply main already present before a fire hydrant can be installed; Nauvoo Water Works will not install new six inch water main unless it is part of a system upgrade.**
2. **A Nauvoo Water Works Board operator or an approved contractor designated by the Nauvoo Water Works Board must install the new fire hydrant; no exceptions. If the installation is performed by a contractor a Nauvoo Water Work's operator will supervise the installation.**
3. **The Nauvoo Water Works Customer must buy all required fire hydrant parts and accessories needed for a complete fire hydrant installation.**
4. **The Nauvoo Water Works Customer must pay for all required labor needed for a complete fire hydrant installation.**
5. **The Nauvoo Water Works Customer must arrange for full payment before the fire hydrant is installed.**
6. **Nauvoo Water Works will order the fire hydrant parts and the customer will pay the invoice price for the hydrant parts; NWWB will not profit from the hydrant parts.**
7. **After the fire hydrant is installed Nauvoo Water Works will maintain the fire hydrant.**
8. **Nauvoo Water Works may install a hydrant for its use/need at any location.**

XII. METER READING, BILLING, AND COLLECTING

1. Meters will be read and bill rendered monthly, but The Nauvoo Water Works reserves the right to vary dates or length of period covered, temporarily or permanently if necessary or desirable.
2. Billings for water consumption will be figured in accordance with The Nauvoo Water Works rate schedule and amount consumed for such periods covered by the meter readings, except where a minimum charge to such consumer for such period shall be equal to the minimum charge for one month's service.
3. Readings from different meters will not be combined for billing.
4. Minimum bills for underdeveloped properties where meters have not been installed may be combined.
5. Bills are due upon receipt, after the 15th of each month a penalty of 20% on the total bill owed shall automatically be added with a minimum of \$5.00 late fee shall be added to such bills if not paid in full. If account is not paid in full by the close of business of the 25th of each month, **THE NAUVOO WATER WORKS RESERVES THE RIGHT TO DISCONNECT A CONSUMER'S SERVICE WITHOUT NOTICE UNTIL THE ENTIRE AMOUNT DUE IS PAID IN FULL AND SERVICE FEES ARE PAID.**
6. **Bills shall be paid at the place specified by The Nauvoo Water Works. Employees of the Nauvoo Water Works are not bonded to receive payments from a consumer at the consumer's premises. The consumer accepts all responsibility to pay amounts before the delinquency date.**
7. **Failure to receive a monthly water bill shall not prevent such bills from becoming delinquent nor relieve the consumer from required payment. It is the consumers' responsibility to contact the Nauvoo Water Works if no billing is received to be informed of amount due on account.**
8. **No post-dated checks will be accepted. The Water Supervisor or Water Clerk has the authority to receive cash only from a customer after a check for insufficient funds.**
9. **You may now pay water bills on line @ NAUVOOWATERAL.COM or by calling 1-877-278-5832**

XIII. ADOPTION OF SERVICE RULES/REGULATIONS FOR THE TOWN OF NAUVOO/NAUVOO WATER WORKS.

ADOPTED THIS 16th DAY OF AUGUST 2023 BY THE TOWN OF NAUVOO COUNCIL.

Town of Nauvoo

Leak Protection Program

Town of Nauvoo is changing our leak adjustment policy effective November 1, 2023. The following are qualifications for leak adjustments for the Nauvoo Water Works:

1. It is customer's responsibility to keep their plumbing system in good working order.
2. No customer shall receive more than one (1) leak adjustment that could incorporate a maximum of two (2) billing cycles during any twelve (12) month period.
3. To qualify for a leak adjustment, the eligible plumbing leak must generate a minimum additional charge of at least two (2) times the average of the past twelve (12) month's bills.
4. Adjustments on water bills will NOT be made on the following:
 - (a) Residential customers who do not have their own water meter.
 - (b) Premises left or abandoned without reasonable care for the plumbing systems.
 - (c) Leaks on irrigation systems or irrigation lines, leaks in water features such as fountains, etc.
 - (d) Negligent acts such as leaving water running.
 - (e) Excess water charges not directly resulting from a qualifying plumbing leak.
 - (f) Filling of swimming pools or leaks in swimming pools.
 - (g) Watering of lawns or gardens.
 - (h) Master-metered multi-habitational account.
5. In the event of a qualifying leak adjustment, the customer will be responsible for paying their average bill. The average bill will be calculated using the previous twelve (12) month's bills, excluding the high bills pertaining to the qualifying leak. The leak adjustment amount will be reimbursed up to the Nauvoo Water Works chosen protection limit less the customer's average bill.
6. Nauvoo Water Works shall not be obligated to make adjustments of any bills not submitted for adjustment within ninety (90) days from the billing date.
7. Customers must present proof that a leak has been repaired before an adjustment will be made (i.e., copy of invoice for materials or bill from plumber).
8. In any case where a customer might incur a leak before there is three (3) months of average usage, an adjustment will not be made until they have established three (3) months of average usage.
9. Any enrolled customer may decline to participate in our ServLine Leak Protection Program by calling (800) 449-1970. Any customer declining to participate in the program will be responsible for the full amount of their bill with no adjustments being made. Our

new Town of Nauvoo ServLine Program is the only way qualifying leak adjustments will be made for leaks occurring after November 1, 2023.

Nauvoo Water Works Utility Fees:

New Account:

Account Origination Fee: (Non-refundable)

\$100.00

New Service:

Tap fee: \$850.00 for $\frac{3}{4}$ inch

Origination fee: \$100.00

Boring fee (if required)

Tampering fee:

Cut lock: (1st offense \$100.00) (2nd offense \$200.00) (3rd offense no more service)

Broke curb stop (1st offense \$150.00) (2nd offense \$300.00) (3rd offense no more service)

Meter box cover :

\$65.00

Nauvoo Water Works Board:

Office Hours:

Monday – Friday

8:00 am – 4:00 pm

Address:

PO Box 186

Nauvoo, AL 35578