

Deposit Receipt No. \_\_\_\_\_

**The Utilities Board of the Town of Cedar Bluff**  
**P.O. Box 306**  
**4971 AL HWY 68**  
**Cedar Bluff, AL 35959**  
**Phone: 256-779-6359**  
**Fax: 256-779-7299**

**APPLICATION FOR SERVICE**

DATE \_\_\_\_\_

Marital Status: Single ( ) Married ( ) Widowed ( ) Divorced ( )

**APPLICANTS FULL NAME**

(Include Maiden Name) \_\_\_\_\_

**MAILING ADDRESS**

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

TELEPHONE. ( ) \_\_\_\_\_

WORK NO. ( ) \_\_\_\_\_

**SOCIAL SECURITY NUMBER**

**APPLICANTS** \_\_\_\_\_

**DATE OF BIRTH**

**APPLICANTS** \_\_\_\_\_

**DRIVERS LICENSE NUMBER**

**APPLICANTS** \_\_\_\_\_

**CO-APPLICANTS FULL NAME:**

(Include Maiden Name) \_\_\_\_\_

**SERVICE ADDRESS**

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

CELL NO. ( ) \_\_\_\_\_

**CO-APPLICANTS** \_\_\_\_\_

**CO-APPLICANTS** \_\_\_\_\_

**CO-APPLICANTS** \_\_\_\_\_

**APPLICANTS EMPLOYER & ADDRESS**

**HAVE YOU HAD WATER WITH US BEFORE?** \_\_\_\_\_

**IF YES, LOCATION AND YEAR** \_\_\_\_\_

**DO YOU RENT \_\_\_\_\_ OR \_\_\_\_\_ OWN PROPERTY**

**IF YOU RENT, WHO OWNS:** \_\_\_\_\_

**NAMES OF ADULTS AND CHILDREN LIVING IN THE HOME:** \_\_\_\_\_

**APPLICANTS SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**CO- APPLICANT SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

## CUSTOMER RESPONSIBILITIES

- The meter and related components, including and not limited to check valve, cut off, serving the Customer shall remain the property of The Utilities Board of the Town of Cedar Bluff afterward know as (The Board) and shall not be used by the customer. Tampering with said meter/attachments may result in service being discontinued without notice. If a request is made to have the service left off at the meter, the CUSTOMER is still responsible to have their cutoff valve in the off position
- Services provided by The Board shall be supplied only to the applicant to the meter number in this contract. Customer shall not connect any other dwelling or property to service. Multi-user hook ups of water or sewer will not be allowed. SINGLE USE ONLY! Any additional hook ups found will result in an immediate disconnection of service. Reconnection fee will be applied.
- The Board shall have the right to restrict, control, or discontinue service at any time during emergencies or repairs. The Board shall not be held liable for failure to furnish service for any reason beyond its control or for any loss, injury, or damage to persons, plumbing, or property resulting from such service discontinuance. This includes sewer service.
- To protect the overall system from being contaminated CUSTOMER agrees not to allow any cross-connections between The Board and a private well or any connection, including water hoses, this also applies to the sewer service provided. If cross-connection takes place, service may be discontinued without notice.
- Bills are mailed by the 23<sup>rd</sup> of each month and ALWAYS DUE ON THE 10<sup>th</sup> of each month. Failure to receive your bill will not relieve any payment obligation. If payment is not received in full or payment arrangements made by the 19<sup>th</sup> your service will be up for disconnect on the 20<sup>th</sup>. A reconnection fee will be added to any unpaid balance and the account must be paid in full before service is reconnected.
- Board reserves the right to discontinue water service at any time for failure to follow rules and regulations.

Signing below acknowledges you have read and understand the above rules and regulations for service at The Utilities Board of the Town of Cedar Bluff.

APPLICANTS SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

CO-APPLICANT SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

# ***The Utilities Board of The Town of Cedar Bluff***

**P.O. Box 306 • Cedar Bluff, AL 35959  
Phone (256) 779-6359  
Fax (256) 779-7299  
Email: cbutilclerk@tds.net**

I \_\_\_\_\_ certify that I will have \_\_\_\_\_ family dwelling, one farm dwelling with appurtenances, one camper per recreational lot, and/or one commercial business per water meter and/or sewer tap.

**As of December 18, 2018, multi-user hook ups of water or sewer will not be allowed. Single use only! Any additional hook ups found will result in an immediate disconnection of service. Reconnection fee will be applied.**

Service Address:

\_\_\_\_\_

I also acknowledge receipt of a copy of the policies and procedures of The Utilities of the Town of Cedar Bluff and agree to abide by same.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Customer

\_\_\_\_\_  
Witness

**I UNDERSTAND THAT I AM APPLYING FOR WATER, GARBAGE AND SEWER SERVICE, IF SEWER IS AVAILABLE WITHIN 100 FEET OF MY LOT.**

**ORDINANCES OF THE TOWN OF CEDAR BLUFF REQUIRE ALL RESIDENTS TO HAVE GARBAGE SERVICE. THIS SERVICE BEGINS WHEN WATER IS APPLIED FOR.**

**ORDINANCES OF THE TOWN OF CEDAR BLUFF REQUIRE ALL RESIDENCES TO CONNECT TO THE PUBLIC SEWER SERVICE. IF SEWER IS NOT AVAILABLE TO YOUR LOT YOU MAY CONTACT THE UTILITY BOARD FOR PRICES USING OUR AID TO CONSTRUCTION POLICY.**

**WHEN UTILITIES ARE FINANCED USING FEDERAL MONIES. ALL CUSTOMERS THAT HAVE THE UTILITIES AVAILABLE TO THEM MUST PAY FOR THE SERVICE WHETHER OR NOT THEY CONNECT. THEREFORE, WHEN YOU APPLY FOR WATER IF SEWER IS WITHIN 100 FEET OF YOUR LOT, YOU WILL BE BILLED FOR SEWER.**

**NOTE: IF YOU ARE APPLYING FOR WATER AND WILL NOT BEGIN USING WATER IMMEDIATELY, WE SUGGEST YOU TURN YOUR METER OFF IMMEDIATELY AFTER INSTALLATION. THIS WILL STOP ALL BILLING UNTIL YOU ARE READY TO USE THE SERVICES. MINIMUM BILLING BEGINS AT INSTALLATION OF THE METER. A MINIMUM BILL FOR WATER, SEWER, AND GARBAGE IS \$58.69**

**A RESOLUTION ADOPTING SERVICE RULES  
AND REGULATIONS  
OF  
THE UTILITIES BOARD OF THE TOWN OF CEDAR BLUFF  
(Revised 3/20/19)**

Be it resolved by the Board of Directors of The Utilities Board of the Town of Cedar Bluff. (herein called the Authority), that the Service Rules and Regulations of the Corporation are as follows:

**ARTICLE 1 TYPES OF SERVICE**

- (a) The rate schedule set forth below contemplates a single user, such as one family dwelling, one farm dwelling with appurtenances, one camper per recreational lot, or one commercial business.
- (b) Extraordinary circumstances, such as subdivision extensions, multiple dwelling units, and industrial users shall be governed by special contract agreements by the Authority.

**As of December 18, 2018, multi-user hook ups of water or sewer will not be permitted. Single user only! Any additional hook ups found will result in immediate disconnection of service. Reconnection fee will apply.**

**ARTICLE II WATER AND SEWER RATES**

|    | <b>Rate Code</b>   | <b>Minimum Water</b> | <b>Minimum Sewer</b> | <b>Usage Basis</b> |
|----|--------------------|----------------------|----------------------|--------------------|
| 1  | Residential        | 21.25                | 23.25                |                    |
| 3  | Commercial         | 21.25                | 25.33                |                    |
| 15 | Municipal          | 21.25                | 23.25                |                    |
| 22 | Multi 2-5 Users    | 74.38                | 81.38                | 3.5 Users          |
| 23 | Multi 6-10 Users   | 170.00               | 202.64               | 8 Users            |
| 24 | Multi 11-20 Users  | 318.75               | 379.95               | 15 Users           |
| 25 | Multi 21-30 Users  | 531.25               | 633.25               | 25 Users           |
| 26 | Multi 31-50 Users  | 850.00               | 1013.20              | 40 Users           |
| 27 | Multi User Over 50 | 1593.75              | 1899.75              | 75 Users           |

- **RATES MULTIPLY TIMES NUMBER OF UNITS**
- **MINIMUM RATES BASED ON 2000 GALLONS**
- **ALL HABITABLE STRUCTURES WILL BE CHARGED**
- **ALL RATES ARE SUBJECT TO CHANGE**

**RATE SCHEDULE**

|                              |                       |
|------------------------------|-----------------------|
| Next 4000 Gallons            | 5.25 per 1000 Gallons |
| Next 6000 Gallons            | 4.75 per 1000 Gallons |
| Next 8000 Gallons            | 4.25 per 1000 Gallons |
| Next 10000 Gallons and Above | 3.75 per 1000 Gallons |

**SEWER RATES OVER MINIMUM**

|             |                      |
|-------------|----------------------|
| Residential | 50% of Water Billed  |
| Commercial  | 100% of Water Billed |

## **Public Fire Protection to the Town of Cedar Buff**

All fire hydrants are owned and maintained by the Authority.

### **ARTICLE III WATER, SEWER TAP FEES, ROAD BOARS**

#### **(a) New Installation Water Customer**

Water tap fee (per meter fee regardless of number of taps)

- |              |         |
|--------------|---------|
| (a) ¾ "meter | \$ 600  |
| (b) 1 "meter | \$ 600  |
| (c) 2 "meter | \$2,000 |

#### **(b) New Installation Sewer Customer**

For the privilege of connecting to the sewer system, any establishment not previously connected to the sewer system shall pay a fee as follows:

**Sewer tap fees** (per single user or per business when a duplex, apartment complex, condominium, multi family residence, or business when more than one company occupies a commercial structure)

- |              |         |
|--------------|---------|
| Gravity      | \$1,000 |
| Low Pressure | \$1,000 |

The above fee is a guideline and subject to actual cost, whichever is greater. When installing sewer taps, there may be an extra charge for street bores. Please inquire.

### **ARTICLE IV SERVICE CHARGES / DEPOSITS/ FINES**

- |   |   |
|---|---|
| (a) New Property Owner Service Deposits   | \$150.00  |
| New Rental Property Service Deposits  | \$250.00  |
| (b) Non-payment Turn off/turn on  | \$ 75.00 (1)                                      |
| (c) Readiness to Serve Fee  | \$150.00 (2)                                      |
| (d) Temporary on/off  | \$ 25-30 min./\$50-48 hr (4)                      |
| (e) Transfer of service/name change etc.  | \$ 25.00  |
| (f) Re-Read of Meter at the Customer's Request  | \$ 25.00 (3)                                      |
| (g) Theft of Services   | \$ 250.00   |
| (h) Return Check/Draft Fee  | \$ 30.00  |
| (i) Certified Mail Fee  | \$ 25.00  |
| (j) Destruction of lock, equipment, etc   | \$ actual cost of equipment +<br>Labor (1 hr min) |
| (m) Credit/Debit Card Fee   | \$ 3.00   |
| (1) Plus \$100.00 fee if after hours  |   |
| (2) This fee is due and payable \$75.00 at turn off and \$75.00 at turn on.           |   |
| (3) If meter is re-read and the original reading is incorrect there will be no charge |   |
| (4) If more than 2000 gal. pay according to Rate Schedule                             |   |

### **ARTICLE V AID TO CONSTRUCTION**

When extending services lines to a customer's location, the Board shall charge a non-refundable contribution on the cost of providing water and sewer services. Types of costs shall be but not limited to the following: main line extensions, materials costs, fittings, pumps, fire hydrants, bores, removal of rock, engineering fees, permit fees, easement fees, etc.

- (A) Line or Service Re-Location
  - (1) Total cost shall be paid by the customer or person making request
- (B) Method of Payment
  - (1) All aid to construction charges shall be paid in advance of any construction or relocation of line or services.
- (C) Outside Corporate Limits
  - (1) Customer or person making request shall pay total cost of construction outside the corporate limits of Cedar Bluff.
- (D) Policy Revisions
  - (1) This policy may be revised from time to time as needed
  - (2) Policy and fees are subject to change
- (E) Forms
  - (1) The customer or person making request shall be responsible for signing forms stating he/she is aware of the contents of this policy
- (F) List of Aid to Construction charges Inside/Outside corporate limits
  - (A) INSIDE CORPORATE LIMITS
    - Material-PVC Pipe Class 200
    - 2" \$2.25 per linear foot
    - 3" \$2.65 per linear foot
    - 4" \$2.75 per linear foot
    - 6" \$4.25 per linear foot
    - 8" \$7.25 per linear foot
  - (B) ROCK REMOVAL
    - a. per cubic yard \$50.00 to \$100.00
  - (D) BORES
    - b. Open Bores \$25.00 per linear foot
    - c. Casing Bores \$50 to \$75.00 per linear foot
    - d. 2"-6" open bores
    - e. 6"-10" casing bores
- Prices are subject to change according to cost of materials.

## ARTICLE VI GARBAGE SERVICE

All citizens of the Town of Cedar Bluff are required to purchase garbage service.

|                  |                   |
|------------------|-------------------|
| Residential Rate | \$12.00 per month |
| Commercial Rate  | \$19.00 per month |

- Garbage Rates and any fees concerning garbage are determined by The Town of Cedar Bluff and are subject to change.

***The can is to be placed with the opening facing the road. It needs to be out before 6 a.m. on days your trash is to be picked up. There can be no obstacle within 5 ft of the can and it must be within 3 ft of the road. Household bagged garbage only can be put in the can. No bags can be sitting on top of the lid and lid must be closed. The driver is unable to exist the truck to reposition the can, remove other than household items, or for any reason other than an emergency. If there is any reason the can cannot be picked up on the scheduled day it will be left until the following week.***

**ARTICLE VI APPLICATION OF SERVICE**

- (a) The consumer will make an application for service, in person at the office of the corporation and at the same time make the necessary deposits as required.
- (b) Cash Security Deposit
  - (a) \$150.00 security deposit will be required of all Property Owner customers.
- (c) \$250.00 security deposit will be required of all Rental Property customers.

**ARTICLE VII MINIMUM CHARGE**

- (a) The minimum charge, as provided in the rate schedule, shall be made for each connection subscribed for under Article II above
- (b) 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.
- (c) Except for fire protection, the corporation shall not under any condition furnish water free of charge to anyone.

**ARTICLE VIII CORPORATION'S RESPONSIBILITY AND LIABILITY**

- (a) The Corporation shall run a service line from its distribution line to the property line where the distribution line exists, or is to be constructed, and runs immediately adjacent and parallel to the property to be served
- (b) The Corporation may make connections to service other properties not adjacent to its lines upon payment of reasonable cost for the extensions of its distribution lines as may be required to render such service.
- (c) The Corporation may install its meter at or near the property line or, at the Corporation's option, on the consumer's property within 3 feet of the property line.
- (d) The Corporation reserves the right to refuse service unless the consumer's lines or piping are installed in such a manner as to prevent cross-connections or back flow.
- (e) Under normal conditions, the consumer will be notified of any anticipated interruption of service.

**ARTICLE IX CONSUMER'S RESPONSIBILITY**

- (a) Where meter or meter box is placed on the premises of a consumer, a suitable place shall be provided by the consumer therefore, unobstructed and accessible at all time to the meter reader.
- (b) The consumer shall furnish and maintain a private cut-off valve on the consumer's side of the meter, the Corporation to provide a like valve on its side of such meter.
- (c) The consumer's piping and apparatus shall be installed and maintained by the consumer at the consumer's expense, in a safe and efficient manner and in accordance with the Corporation's rules and regulations and in full compliance with the sanitary regulations of the State Health Department.
- (d) Water furnished by the Corporation shall be used for consumption by the consumer, members of his household, and employees only.



- (e) The consumer agrees to pay a sewer bill where sewer is available and the consumer chooses not to connect.

The Consumer shall not sell water to any other person or permit any other person to use said water. Water shall not be used for irrigation, fire protection, or other purposes, except when water is available in sufficient quantity without interfering with the regular domestic consumption. Disregard for this rule shall be sufficient cause for refusal or discontinuance of service.

#### **ARTICLE X ACCESS TO PREMISES**

- (a) Duly authorized agents of the Corporation shall have access, at all reasonable hours, to the premises of the consumer, for the purpose of installing or removing Corporation property, inspecting piping, reading and testing meters, or for any purpose in the connection with the Corporation service facilities.
- (b) Extensions to the system shall be made only when the consumer shall grant or convey, to the Corporation a permanent easement or right of way across any property traversed by the lines. Effective 3/30/2007
- (c) Consumer acknowledges that easement by prescription exist on properties where extensions, main trunk lines, pump stations, etc. have been installed.

#### **ARTICLE XI CHANGE OF OCCUPANCY**

- (a) No less than three days notice must be given in person or in writing, at the Corporation office, to discontinue service or to change occupancy.
- (b) The outgoing party shall be responsible for all water consumed up to the time of departure or the time specified for departure whichever period is longest.
- (c) The new occupant will apply for water service within 48 hours after occupying the premises and failure to do so will make him liable for the water consumed since the last meter reading.

#### **ARTICLE XII READING-BILLING-COLLECTING**

- (a) Meters will be read and bills rendered monthly, but the Corporation reserves the right to vary the dates or length of period covered, temporarily or permanently if necessary or desirable.
- (b) Bills for the water will be figured in accordance with the Corporation's rate schedule and will be based on the amount consumed for the period covered by the meter readings, except where a consumer orders turn-off less than one month after turn-on. The minimum bill to such consumer for such period shall be equal to the minimum charge for one full month's service.
- (c) Reading from different meters will not be combined for billing.
- (d) Bills shall be paid at the place specified by the Corporation.
- (e) Bills are due when rendered, delinquent after the 10th of each month and a 10% penalty shall automatically be added to such bills.
- (f) Delinquent notices may be mailed to the customer, but whether mailed or not, if payment is not made within ten (10) days after the due date, service will be discontinued. If service is discontinued for non-payment, a \$75.00 collection-reconnect fee will be assessed.
- (g) **Failure to receive bills or notices shall not prevent such bills from becoming delinquent nor relieve the consumer from payment.**

### **ARTICLE X III**

### **SUSPENSION OF SERVICES**

- (a) When services are discontinued, and all bills have been paid, the security deposit will be refunded.
- (b) Upon discontinuance of service for nonpayment of bills, the security deposit will be applied by the Corporation toward settlement of the account. Any balance will be refunded to the consumer but if the security deposit is not sufficient to cover the bill, the Corporation may proceed to collect the balance in the usual way provided by law for collection of debts.
- (c) Service disconnected for nonpayment of bills will be restored only after bills are paid in full, such security deposit as may be required by the Authority is made, and a service charge of \$75.00 is paid for each meter reconnected during regular working hours and a service charge of \$100.00 paid after regular working hours.
- (d) Upon voluntary discontinuance of service, the security deposit will be applied by the Corporation toward settlement of the account, unless requested by the consumer.
- (e) Service discontinued for periods greater than sixty (60) days will be restored only after bills are paid in full, security deposits as may be required by the Authority is made, and a service charge of \$150.00 is paid for each meter reconnected during regular working hours and a service charge of \$200.00 paid after regular working hours.
- (f) The Corporation reserves the right to discontinue its service without notice for the following additional reasons:
  - 1. To prevent fraud of abuse.
  - 2. Consumer willful disregards of the Corporations rules.
  - 3. Emergency repairs.
  - 4. Insufficiency of water supply due to circumstances beyond the Corporation's control.
  - 5. Legal processes.
  - 6. Direction of public authorities.
  - 7. Strike, riot, flood, accident or any unavoidable cause.
- (g) The Corporation may, in addition to prosecution by law, permanently refuse service to any consumer who tampers with meter or other measuring devise.
- (h) The Corporation reserves the right to refuse or disconnect service of meters in mobile home parks when leaks are known, said service will be restored only when necessary repairs are completed.
- (i) Detection of Raw Sewage will have an immediate disconnect till repairs are complete.

### **ARTICLE XIV**

### **COMPLAINTS-ADJUSTMENTS**

- (a) If the consumer believes his bill to be in error, he shall present his claim, in person, at the office of the Authority, before the bill becomes delinquent. Such claim if made after the bill becomes delinquent, shall not be effective in preventing discontinuance of service as heretofore provided. The consumer may pay such bill under protest and said payment shall not prejudice his claim.

- (b) The Corporation will make special meter reading at the request of the consumer for a fee of \$25.00 provided, however, that if such special reading discloses that the meter was over read, no charge will be made.
- (c) Meters will be tested at the request of the consumer upon payment to the Corporation of the actual cost of making the test, provided, however, that if the meter is found to over register beyond the three percent of the correct volume, no charge will be made.
- (d) If the seal of the meter is broken by other than the Corporation's 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 his previous bills and/or other proper data.

**ARTICLE XV                      DUE DATES OF BILL AND DISCONTINUANCE OF SERVICE  
FOR NONPAYMENT**

All bills for water, sanitary sewer service, and garbage shall be rendered monthly on the same statement. Each such monthly bill shall be in the amount of the applicable charge for water, sanitary sewer and garbage service rendered during the then preceding billing period. Each bill shall be due when rendered and shall become delinquent if not paid on or before ten (10) days after the date thereof. An additional charge of 10% of the amount of such bill shall be added to the amount of any bill becoming delinquent.

If any bill for water, sanitary sewer service, or garbage shall not be paid by the 19<sup>th</sup> of each month the furnishing of water, sanitary sewer, and garbage service shall thereupon be discontinued to the establishment whose bill is so delinquent, and the Authority shall thereupon apply toward the payment of the delinquent bill the deposit made for the water/sewer/garbage service to the said establishment. If service shall be so discontinued, then the delinquent bill including all water charges in excess of the amount of any deposit applied thereon, all sanitary sewer services charges, and additional 10% charge as established in Article XII of these service rules must be paid before reconnection to the water system may be made. The required deposit must also be restored prior to any reconnection to the water system.