FIRE DUES ARE ADDED TO THE WATER BILL @ A COST OF $5.00 PER MONTH
YES _____ NO_____

SERVICE RULES AND REGULATIONS

OF THE TOWN OF LYNN, ALABAMA

DECEMBER 2025

The Mayor and Town Council of the Town of Lynn, Alabama (hereinafter called the Town) has 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 Lynn.

I. 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 are from the 1st day of one month to the 1st day of the following month. Unless the 1st falls on a weekend.
2. Extraordinary circumstances such as a new subdivision, subdivision extension, multiple dwelling units, industrial property, municipalities, other water systems and any additional services outside of single dwelling type use shall be governed by special contract with the Town of Lynn/Lynn Water Works.

II RATE SCHEDULE: WITHIN AND OUTSIDE TOWN LIMITS

1. (The state required utility tax of 4% will be added to the below rates.) Within the town limits the rates are as follows for services listed in paragraph one under types of service:

For the first 2,000 gallons or less per month:	$ 22.82
For each additional 1,000 gallons per month:	$ 7.91

2. Outside the town limits the rates are as follows for services listed in paragraph one under types of service:

For the first 2,000 gallons or less per month:	$29.43
Each additional 1,000 gallons per month:	$ 7.91

III. APPLICATION FOR SERVICE

1. **The consumer will make application for service, in person, at the office of the Lynn Water Works and at that time will pay the necessary deposits as required.**
2. **A deposit is required on each separate meter as follows: $75.00 on residential homeowner's accounts, $125.00 on renter's accounts and $100.00 on businesses and $500.00 on the operation of an establishment with a large public gathering that will use a large amount of water such as sporting or entertainment. Deposits are required to be paid before service is rendered.**
3. **Proof of ownership of house or mobile home –legal document on paper that has been notarized by Notary Public.**
4. **Water bills on current service must be paid in full before transferring to another residence.**
5. **Each water account must be occupied by the person whose name is on the "Customer Water Agreement" with the Town of Lynn. All rental property must have the current occupant on the "Customer Water Agreement" and billing with the Town of Lynn 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 deposit is established. Deceased customer accounts must be re-established in someone else's name.**

IV. USER CHARGES FOR CONNECTION TO SERVICE

1. Each consumer subscribing to use the service of the Lynn Water Works shall pay a connection fee of $400.00 times the number of connections requested by the consumer or the actual cost of installation, whichever is greater.
2. Each consumer is responsible for the cost of boring under pavement and the cost of materials used, if this service is required, to receive water service.

V. MINIMUM CHARGE

1. Water furnished for a given lot shall be used on that lot only. Each consumers service must be separately metered at a single delivery and metering point.
2. Except for prevention or putting out of a fire, The Lynn Water Works shall not under any condition furnish water free of charge to any water works customer.
3. 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 services are disconnected, and all bills have been paid in full, the security deposit will be refunded. The deposit may also be used to pay on balances due on the consumers' account.

1. Upon discontinuance of service for nonpayment of bills, the security deposit will be applied by the Lynn Water Works to the settlement of the account. When account is paid in full any remaining deposit money will be refunded to the customer, but if security deposit is not sufficient to cover the final bill, the Lynn Water Works may proceed to collect the balance in the usual way provided by law for collection of debts.
   Service disconnected for nonpayment of the bills will be restored only after bills are paid in full, and a reconnect fee of $50.00 is paid for each meter reconnected.
   RECONNECTION OF SERVICES WILL PROCEED WITHIN THE LYNN WATER WORKS DEPARTMENT HOURS OF 7:00AM – 3:00PM, MONDAY THRU FRIDAY.
   NO RECONNECTIONS WILL BE MADE AFTER HOURS OR ON WEEKENDS.
2. The Lynn Water Works reserves the right to discontinue its service without notice for the following additional reasons:
   1. To prevent fraud or abuse.
   2. Consumers' willful disregard of the Lynn 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.
3. The Lynn Water Works may, in addition to prosecution by law permanently refuse service to any consumer 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. CONSUMER COMPLAINTS / ADJUSTMENTS

1. If the consumer believes their bill to be in error, they shall present their claim in person, at the office of the Lynn Water Works before the bill becomes delinquent such claim, if made after the discontinuance of service as heretofore provided. The consumer may pay such bill under protest and said payment shall not prejudice their claim.

2. The Lynn Water Works will make special meter readings at the request of the consumer for a fee of $2.00 provided, however, that if the meter is found to over-register beyond three percent, no charge will be made.
3. Meters will be tested at the request of the consumer upon payment to the Lynn 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 a Lynn Water Works representative, of 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. If a water customer has a water leak and their water bill is $250.00 over their average monthly bill the customer will pay their average monthly water bill and will pay the cost of the water used over their average monthly usage. This adjustment can be made one time per meter during a twelve month period coming into effect on the April 1st , 2011 water bills.

VIII. LYNN WATER WORKS RESPONSIBILITY AND LIABILITY

1. The Lynn Water Works shall run a service line from its 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 Lynn 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 Lynn 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 Lynn Water Works may install its meter at or near the property line, or at the Lynn Water Works option, on the consumers property within 3 feet of the property line.
5. The Lynn Water Works reserves the right to refuse service unless the consumers' lines or piping are installed in such a manner as to prevent cross connection or backflow
6. 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 consumer, unobstructed and accessible at all times to the meter reader.
2. **The consumer shall furnish and maintain a private cut-off valve on the consumers' side of the meter and The Lynn Water Works is to provide a like valve on its side of such meter.**

3. Water furnished by The Lynn Water Works shall be used for consumption by the consumer, members of his or her household and employees only.
4. The consumers piping and apparatus shall be installed and maintained by the consumer at the consumers expense, in an efficient manner and in accordance with the Rules/Regulations and Rates Schedule of The Lynn 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 consumers' 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, nor 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 consumers side of the meter. The town will not be responsible at any time for such cost.

X. ACCESS TO PREMISES

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

1. The Lynn Water Works will contract out trenching for the purpose of connection to The Lynn Water Works system by a consumer. The cost does not include the piping needed for the water lines. A fee of $1.00 per foot will be charged for the trenching. The consumer will be required to sign an agreement stating that The Lynn Water Works will not be responsible for damage to any piping that is laid after the trenching is complete.

XII. METER READING, BILLING AND COLLECTING

1. Meters will be read and bills rendered monthly, but The Lynn 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 Lynn 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 when rendered, after the **15th** of each month a penalty shall automatically be added to such bills if not paid in full. If account is not paid in full by the close of business on the **25th** of each month, **The Lynn Water Works reserves the right to disconnect a consumers' service WITHOUT NOTICE until the entire amount due is paid in full and reconnect fees are paid. NO PARTIAL PAYMENTS WILL BE ACCEPTED.**
6. Bills shall be paid at the place specified by The Lynn Water Works. Employees of The Lynn Water Works are not bonded to receive payments from a consumer at the consumers' premises. The consumer accepts all responsibility to pay accounts 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 Lynn 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 consumer after receiving a check for insufficient funds.

XIII. BAD CHECKS

1. Any bad checks received for the previous month water bill will be disconnected without further notice. A $30.00 bad check fee and a $50.00 reconnect fee plus the amount of the check must be paid in full before services will be reconnected.

The addition as indicated above, will come into effect from and after December 1, 2025.

XIV. ADOPTION OF SERVICE RULES/REGULATIONS FOR THE TOWN OF LYNN/LYNN WATER WORKS.

ADOPTED THIS 1th DAY OF DECEMBER 2024 BY THE TOWN OF LYNN COUNCIL.