

RESOLUTION 2021-09-27-11

WHEREAS, Shelby County owns and operates the Shelby County Water System, a public water system which, in the interest of the public health and welfare, provides drinking water and domestic water service to retail and wholesale customers in Shelby County, and

WHEREAS, the Shelby County Commission is the Shelby County Water System (System) rate-making body and authority for Shelby County, Alabama, a political subdivision of the State of Alabama, and

WHEREAS, the Shelby County Commission desires to consolidate and specify its System rates, charges, and fees:

NOW, THEREFORE BE IT RESOLVED BY THE SHELBY COUNTY COMMISSION, as follows:

(1) That the Shelby County Commission does hereby establish the following rates and applicable charges for the System and all Shelby County Water Services as follows:

Shelby County Monthly Water Rates			
Effective Date: (October Billing Cycle of)	Retail Minimum Charge*	Retail Usage Charge per 1,000 gallons*	Wholesale Usage per 1,000 gallons
2021	\$23.31	\$4.67	\$4.06
2022	\$24.01	\$4.81	\$4.19
2023	\$24.73	\$4.95	\$4.33
Shelby County Tap Fees			
Meter Size	Tap Fee Charge	Capital Recovery Charge**	Total
¾"	\$705.00	\$1,980.30	\$2,685.30
1"	\$910.00	\$1,980.30	\$2,890.30
2"	\$2,820.00	\$1,980.30	\$4,800.30
2" Fire Service & Domestic	\$3,040.00	\$1,980.30	\$5,020.30
4" and Up	Cost + Overhead	\$1,980.30	Cost + Overhead + \$1,980.30

*Total Retail Charge equals Retail Minimum Charge plus Retail Usage Charge per 1,000 gallons.

**The Capital Recovery Charge will increase automatically annually each October 1, by a percentage equal to the then current percentage of increase in the Consumer Price Index for all Urban Consumers, South Region, using July as the base period from which increases will be calculated.

Retail Water Services and Fire Hydrant Meter fees are due before 4:30 p.m. on the due date published.

Fees, licenses and other charges levied by cities, counties and the State will be added to the water use charges for any affected user and passed down to the customer.

Retail Water Refundable Deposit: \$150.00 – Due for a meter to be connected/reconnected under a new Water User’s Agreement effective October 1, 2021 and until otherwise amended. Billing account status for meter shall be current. Deposit shall be refunded without interest less outstanding balances upon final billing of water services.

Delinquent Account Fee: \$75.00 – Due upon any circumstance that water service is scheduled for disconnection for delinquency in payment of bill. Any past due account scheduled for disconnection will have this additional charge added.

Late Fees: 10% of water service fees – Charged when payment of bill is not received by the due date.

Returned Check Fee: \$30.00 – Charged for dishonored checks returned by the bank.

Administrative Fee: \$215.00 – Applies to authorized tap to be performed. Requires on-site inspection by County field personnel or an agent of County.

Tampering Fee: \$50.00 plus parts and labor if applicable as noted within the User’s Agreement– Charged for tampering with any part of meter, its assembly including lock, or water line.

Hot Tap: \$100.00 per inch – Tap involving tapping sleeve and valve. Contractor provides materials.

Bore Fee: \$700.00 – Service line bore.

Fire Hydrant Meter Fee: \$50.00 monthly minimum charge per meter for first 5,000 gallons. Volume used greater than 5,000 gallons shall be billed at current Retail Usage Charge per 1,000 gallons. A refundable deposit of \$1,600.00 is required at time meter is provided. Deposit shall be refunded without interest less outstanding balances upon return of the fire hydrant meter and final billing of water services.

(2) That the Shelby County Commission has designated and does hereby designate and order that all such System rates, charges and fees collected by Shelby County or the System shall be credited to and accounted for in a proprietary fund within county’s accounting and financial reporting system wherein all such rates, charges, and fees are isolated, appropriated, ear-marked and used solely for necessary System operating costs, System capital improvement costs including System infrastructure, System debt service for capital improvement, and other necessary and directly related costs and charges in connection with the operation, maintenance, expansion and capital improvements to the Shelby County Water System, as deemed by the Shelby County Commission to be necessary and in the best interest of the public health and welfare of the citizens of Shelby County.

(3) The Water User’s Agreement is hereby approved as attached and presented.

The County Manager is hereby directed and approved to amend this resolution as needed. Any fee or operational changes addressed within this resolution will be ratified by the Commission before or at the time of new retail and wholesale water rates are presented for Commission approval.



Closing/Leasing Date	
Payment Date	
Check Number	
Account Number	Click here to enter account number.
Meter Number	Click here to enter meter number.

SHELBY COUNTY WATER USER'S AGREEMENT

THIS AGREEMENT between Shelby County, Alabama, a Public Entity, organized and existing under and by virtue of the laws of The State of Alabama, doing business as The Shelby County Water System, hereinafter called the "County" and the undersigned water user hereinafter called the "Water User" [Click here to enter water user.](#)

WITNESSETH: That, whereas, the Water User desires to purchase water from the County for domestic, commercial, agricultural, industrial, or for other uses and to enter into a User's Agreement as required by the County.

NOW THEREFORE in consideration of the mutual covenants, promises and agreements herein contained, it is hereby understood and agreed:

1. The County shall furnish, subject to the limitations as provided for in the Service Rules and Regulations hereinafter provided for, such quantity of water as the Water User may desire in connection with occupancy of the property.

2. The Water User shall install and maintain at his own expense a service line which shall begin at a point designated by the County at or near his property line at the water meter and extend to the dwelling and other portions of these premises described as follows:

[Click here to enter Property Address line 1.](#)
[Click here to enter Property Address line 2.](#)

3. The Water User's service line shall connect with the distribution system of the County at the place designated by the County provided the County has determined in advance that the County's water system has sufficient capacity to permit delivery of water to that point. The water meter shall be the point of division between the Water User and the County.

4. The Water User shall pay for such water at such rates, time and place as shall be determined by the County. **The County shall have exclusive right to use the cut-off valve and water meter and to turn it on and off as County in its sole discretion deems appropriate.**

5. The County in its sole discretion shall make the final determination in any question of location of any service line connection to its distribution system and shall determine the allocation of water to water user in the event of a water shortage.

6. The County may shut off the water of a Water User who allows a connection or extension to be made to his service line for the purpose of supplying water to another user, fails to pay for water purchased immediately upon being billed therefore, or violates any of the County's use regulations and/or rules.

7. The failure of a Water User to pay water charges duly imposed shall result in the automatic imposition of the following penalties:

A: If payment not received by the date due, account will be subject to a penalty of ten percent (10%) of the delinquent amount.

B: Any account with a past due amount is subject to disconnection without notice at any time.

8. In the event it becomes necessary for the County to issue a disconnect service order on the Water User's property for violation of the rules and regulations, a **delinquent account fee will be charged**.

9. In the event the customer requires a bore beneath the highway to receive service, the County will provide this service. The costs of this service will be charged to the customer in addition to the tap fee.

10. This agreement shall be binding on the Water User, his/her/its successors and assigns and any other person or entity using or occupying subject property, in possession thereof, or owning any interest therein.

11. In the event Water User fails to pay for such water when payment is due, and/or violates this agreement or any applicable County Rules and Regulations, Water User agrees to pay all charges, penalties, cost of collections and all attorney's fees, costs of court, and other expenses incurred by Shelby County as a result thereof.

12. It is understood and agreed and Water User, his/her/its successors and assigns, gives, grants, and conveys to county a continuing general lien on and upon the real property served hereby and upon any and all interest therein owned by Water User or any other person, firm, or corporation executing or approving the execution of this document or in possession of any part of the real estate served hereby, which said lien shall secure the prompt payment of the total amount due to County pursuant to the provision hereof, and from time to time hereafter, including any penalties, interest, attorney fees, legal cost, or other costs assessed in connection with any bill which remains unpaid for more than thirty (30) days after it is due. At the option of County, it is agreed and understood that County shall have the right to record a notice of such lien in the Probate Office of Shelby County, Alabama in a form adopted and approved by County.

Failure to return the above referenced properly and fully executed addendum within 10 days from the date hereof will result in disconnection of water service.

The foregoing notwithstanding, the County reserves the right to make or amend the Rules and Regulations of the County from time to time, and the Water User agrees to abide by such, Rules and Regulations and change thereto.

IN WITNESS WHEREOF, I/we have hereunto executed this agreement this _____ day of _____, . .

SHELBY COUNTY WATER SYSTEM

By: _____
Its Agent

Witness

Water User Signature

Witness

Water User Signature

Witness

Email Address: _____

Email my bill US Mail my bill

Social Security #: _____

Cell Phone #: _____

Water User Name: Click here to enter Name.

Billing Address: Click here to enter Address line 2.

Click here to enter City, State Zip.

Phone # Click here to enter Phone.

PARCEL ID #: Click here Subdivision.

SECTOR#:

LOT# :

SUBDIVISION: Click here Subdivision.

PHASE:

AMOUNT PAID:

Connection	\$150.00
Tap Fee	
Capital Recovery	
Bore	
TOTAL	\$

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____

_____ COUNTY

I, the undersigned, a Notary Public in and for said County and State, hereby certify that

_____ and/or _____, whose name(s) are signed to the

foregoing agreement, and who satisfactorily identified themselves, acknowledged before me on this day,

that being informed of the contents of the agreement, executed the same voluntarily for the purposes and

consideration therein expressed.

Given under my hand and seal, this _____ day of _____, _____.

Notary Public

My commission expires: _____