

Title VII

Utilities

Chapters:

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Chapter 7.01

Water Rates

Sections:

7.01.010	Charges for service
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Section 7.01.010 Charges for service

The following monthly water rates shall apply under this chapter.

A. Residential

1. Per family dwelling or unit is charged per month. Note: Residential schedule is restricted to service used exclusively for general domestic purposes.

B. Non-Residential

1. Non- Residential includes bed and breakfasts, offices, beauty shops, stores, etc.
2. All service connections to customers shall be charged the actual costs of materials, equipment and labor.

Chapter 7.02

Sewer Rates

Sections:

7.02.010 Charges for service

Section 7.02.010 Charges for service

The rate and charges provided for in this section shall be collected from the owner, occupants and users of the premises within the jurisdiction of the City of Coffman Cove and shall go into effect at such time as the services and or other matters creating the charges are provided by the City of Coffman Cove.

A. Billing, adjustments and refund

1. No adjustments in customer's monthly billing rate will be made except upon the written request of the customer. The customer shall be responsible for notifying the city of any changes in their establishment which may require a change in the monthly billing rate.
2. Upon written request, a monthly billing rate shall be adjusted by the city if good cause is shown for such adjustment. If the customer's rate is adjusted, refunds will only be made from the date the adjustment was requested in writing.

B. Penalty for violation

1. Any person found to be violating any provisions of this chapter shall be served by the City of Coffman Cove with a written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in the notice, permanently cease all violations.
2. It is unlawful for any person to continue any violations beyond the time limit of (14) fourteen days. The (14) fourteen day limitation shall not apply when the violation constitutes a clear and present danger to public health. (Such clear and present danger is unlawful.)

3. Any person violating any of the provisions of this chapter shall become liable to the city for any expense, loss or damage occasioned the city by reason of such violation.

C. Schedule of rates and charges

1. The monthly rate shall be computed on the basis of a fee per unit, dwelling or fraction thereof for class A and B users who are provided service by the municipal collection and treatment system.

(Ordinance 94-3)

Chapter 7.03

Coffman Cove Water & Sewer Utility Department

Sections:

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7.03.080	Rules and regulations

Section 7.03.010 Background

The Coffman Cove city council has acted to establish Coffman Cove water and sewer utility department, hereafter referred to as the utility department, to provide for health and welfare of the residents of Coffman Cove. The city council shall oversee and manage the Coffman Cove water and sewer system.

Section 7.03.020 Establishment

The Coffman Cove city council shall operate, maintain, construct, replace and manage (collect user payments) for the Coffman Cove water and sewer utility department in accordance with these provisions.

Section 7.03.030 Coffman Cove City Council powers and duties

The city council shall:

- A. Operate, maintain, construct, repair and replace the city owned utility system.
- B. Appoint, retain, hire, promote, layoff, suspend, demote, or remove all employees of the Coffman Cove water and sewer utility department.
- C. Each year, prepare, pass and make available to the public an annual budget and capitol improvement program of the utility. Make available to Alaska state legislature and Governor a capitol improvement request for the utility department.
- D. Administer the utility department's budget and capitol improvement program as enacted.
- E. Formulate and enforce the general rules and policies for the utility department practices within the City of Coffman Cove. The council shall generally have full and complete responsibility of all the systems and their operations and fiscal affairs. This includes the utility department's maintenance, operation, expansion, extension and improvements.
- F. Study, decide and implement public utility matters such as, but not limited to, rates, fiscal matters, personnel staffing, labor and relations, expansion or extension of services and public relations.
- G. Purchase and sell property as needed. Real property regulations set in Title IV, Coffman Cove Code of Ordinances, apply.
- H. Assume such other authority and perform such other duties related to water and sewer utility department.

Section 7.03.040 Compensation

When the utility department's matters are part of the agenda of a regular city council meeting, the compensation shall not be separate but shall be part of the regular city council compensation.

Section 7.03.050 Meetings

- A. The Coffman Cove water and sewer utility department shall be part of the agenda of regular monthly council meetings.
- B. The City Treasurer shall report on the utility department's monthly revenues and expenditures, payment records of customers and other utility concerns.
- C. Special and emergency meetings concerning the utility department shall be held as the need arises.

Section 7.03.060 Audit

The Coffman Cove city council may provide for an annual independent audit of the accounts and financial transaction of the utility department. Copies of the audit shall be available to the public upon request.

Section 7.03.070 Separation of funds

- A. The utility shall have separate records. Accounts shall be maintained by the city to reflect financial conditions of the utility, including income and expenses.

Section 7.03.080 Rules and regulations

- A. The city council shall adopt rules and regulations for the orderly and efficient operation of the utility department.
- B. The city council may establish rules and regulations imposing fines or penalties for violations. Rules or regulations must be publicized in accordance with the procedures set in paragraph "c" of this section.
- C. All proposed rules and regulations, including additions, deletions, amendments and modification of existing rules and regulations shall be considered only after public notice and hearing. Public notices shall be accomplished by posting prominently in at least three public places within the community of Coffman Cove, Alaska. A descriptive summary of proposed rules and regulations or regulations, including the date and time of the public hearing by the city council shall be included as well as a statement that the full text

of the proposed rules or regulations are available for public inspection at the Coffman Cove City Hall. The proposed rules and regulations shall take effect upon the date set in the notices as approved by the city council.

Chapter 7.04

Rules and Regulations for Water & Sewer

Sections:

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7.04.040	Administration and enforcement
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ATTACHMENTS

Section 7.04.010 Definitions

Unless the context requires otherwise, the following definitions apply to this chapter:

- A. Applicant: The person or person’s firm or corporation making applications for utility server from the City of Coffman Cove under terms of the regulations.
- B. Billing period: An interval of approximately one month between successive billing dates as established by the utility department, except for beginning or final billing periods.
- C. Bulk water: Water purchased in large quantities at irregular intervals (at least 500 gallons).
- D. City: The City of Coffman Cove, state recognized second class city.
- E. City Council: The seven member governing body of the City of Coffman Cove, Alaska
- F. Cross connection: Any physical connection between the water system or another water source and the sewer system.
- G. Customer, user or property owner: An Applicant who has been accepted and who receives utility service from the city. By being accepted and receiving services, a customer or user thereby agrees to abide by the terms set forth in these regulations. In all cases the property owner will be considered the responsible party.
- H. Customer service line: The line that is part of the piping from the main line to the dwelling or point of water and sewer utilities.

- I. Delinquent:: All “past due” amounts and associated finance or late charges, for billing purposes, from one billing cycle which are received by the utility department as of the close of the subsequent billing cycle
- J. Potable water: Water filtered and treated and suitable for consumption. The water meets current standards set by Alaska Utility Department of Environmental Conservation for public drinking water.
- K. Septic lagoon: An open containment cell, or cells, for the disposal and treatment of septic waste.
- L. Solid waste: Garbage, rubbish, paper and waste material including all animal and vegetable refuse from food or food preparation, and dead animals.
- M. Utility department: The Coffman Cove city council

Section 7.04.020 Service area

The Coffman Cove Water and Sewer Utility Department’s service area shall be within the corporate limits of the city and contiguous area as is immediately adjacent to the city’s water distribution system. The city may provide service within the city limits that is economic to construct, operate and maintain. The city may provide service to customers outside of the corporate limits of the city on terms and conditions acceptable to the city council. The service area may be changed by an amendment to the Certificate of Public Convenience and necessity approved by the Alaska Public Utilities Commission.

Section 7.04.030 Ownership of Utility Systems

All utility system components including water and sewer mains, valves, fittings, equipment, meters, except customers’ service lines, as defined in section 23.02.010, are the property of the city of Coffman Cove.

Section 7.04.040 Administration and enforcements

- A. These rules and regulations shall be administered and enforced by the city council.

- B. A current file of rates adopted by the city council shall be available for public inspection during regular business hours at the Coffman Cove city office.
- C. The city council may adopt additional regulations, provisions and procedures pertaining to water and sewer they deem proper.

Section 7.04.050 Description of service

The Coffman Cove City Council shall provide the following services

- A. Water distribution system: the city shall provide a safe and fully operational water distribution system to users within the utility service area. The water distribution system shall meet the following requirements:

- 1. Quantity: As far as reasonably possible, a continuous and sufficient supply of water shall be supplied to customers at adequate pressure. Any shortage or interruption of service shall be avoided.

Neither the city nor the city council shall be liable for damage resulting from interruption in water service due to improvements, repairs, shortages of supply, or other unseen circumstances. Whenever possible, all customers to be potentially affected by an interruption in service will be notified prior to shutdown. Local notices posted in at least three public places and word of mouth shall be used.

- 2. Quality: Safe water shall be provided at all times. Treatment of potable water shall include filtration and chlorination.
- 3. Water service preference: In the event of potable water shortage, the city has the right to give preferences in the matter of furnishing services to customers.

The order of greater preference, within the confinement of the system, is as follows:

Primary users:

- A. School and health facilities.

Secondary users:

- A. Private residences
- B. Businesses and commercial users
- C. Other transient users and special contract users (lowest priority)

Potable water storage shall be conserved to ensure an uninterrupted supply to the primary users.

- B. Sewer collection system: The city shall provide safe and fully operational sewer collection systems to users in the service area. The sewer collection systems shall be able to handle normal sanitary wastes discharged to it without freezing, plugging, or otherwise affecting building drain lines under normal operating conditions
 - 1. Septic tanks: A septic tank is required on any property located on the outfall system. No septic tanks shall be installed in the Right of Way. The septic tank must be installed on the property owners lot, prior to any water service connections being made. Purchase and installation of septic tanks will be the responsibility of the owner. Septic tanks must be of a DEC approved design and capacity that is sufficient for the household or business that the tank will be used for.
 - 2. Septic tank pumping: The city is responsible for pumping all septic tanks on the outfall line. Each property (or service) is charged a monthly septic pumping fee to offset the cost of pumping the tank. Individual tanks will be checked and pumped once every three years on a rotating basis by subdivision. If your septic tank requires being pumped more than once every three years the pumping shall be done at the owner's expense. Notice of intent to pump shall be mailed to each customer 30 days prior to inspection and pumping.
 - A. Any individual tank that requires unscheduled pumping will be charged for the service at cost.
 - B. Regularly scheduled inspections and pumping of septic tanks is mandatory for all services located on the outfall line system. Failure to comply shall result in disconnection of water and sewer service until septic tank inspection is complete.

Section 7.04.060**Classification of service**

The class of services shall be as follows.

- A: Residential service, attachment A: Residential service shall consist of all service for domestic purposes supplied to a single family dwelling unit.
- B. School service, attachment B: School service shall consist of services provided to the school and administrative offices. School owned or operated facilities used as single family dwelling units are not included and are subject to rates and regulation governing residential service.
- C. Commercial service, attachment C: Commercial services shall consist of all commercial business establishments, multiple family dwelling units, and city owned buildings. If a customer is located in both a single family dwelling unit and a business establishment, the commercial rate shall apply.
- D. Contract service: Contract service shall consist of those services for industrial or independent users under contracts authorized by the city council.
- E. Stub out – unplumbed: All unimproved lots on the water and sewer line will be charged a monthly inactive fee, according to the current rate schedule, to help offset the cost of operating and maintaining the water and sewer system. No unimproved lots will be allowed to connect to the system until all fees are paid. This amount may include interest and penalties on delinquent accounts. Any change of ownership is the customer's responsibility to disclose any amount owed on the lot to the new owner.

The city reserves the right to make a special contract where the requirements for services is large or unusual, or requires special services, equipment of capacity. The provisions may differ from the regularly published utility rates and regulations. The city shall be notified by the customer of any changes in the plumbing fixtures that require higher water use. The mayor or designated staff is empowered to negotiate such contracts. After each negotiation, the city council shall review and approve or reject the contract.

Section 7.04.070**Public access and utility easement**

The city shall acquire an appropriate and enforceable interest in the customer's lot to construct, maintain and operate the water and sewer

lines. If it becomes necessary for the city to expend funds to obtain easements, moneys due committed by the utility shall be paid by the customer for service at the time those costs are incurred.

Section 7.04.080 Access to property

All city employees performing utility business shall have free access at reasonable hours to exterior parts of a customer's building. Access shall be for the purpose of reading meters, and to inspect connections, piping and fixtures and to determine the manner and extent to which the utility is being used. When it is necessary to enter a customer's building for the same purposes, the customers will be given notice in accordance with section 23.02.190. The city shall not assume the duty of inspecting the customer's service line, plumbing or equipment.

In the event a customer refuses to provide access to the city in a reasonable period of time, the service may be terminated for non-compliance in accordance with section 23.02.220.

In the event of leaks or breaks in a customer's service lines the city shall turn off the water at the stub until such time as repairs are made by the customer.

Section 7.04.090 Immunities preserved

Nothing in these rules and regulations, nor any actions taken or arising under them shall constitute consents by the City of Coffman Cove to the sale, disposition, lease or encumbrance of the lands, interests in the land or other assets (including cash and cash equivalents) of the City of Coffman Cove.

Section 7.04.100 Services

- A. The customer shall own and maintain the customer service line and grinder pump. If a grinder pump fails and the customer wishes to purchase one from the city, the cost of said grinder pump shall be \$2000.00 for the pump plus \$120.00 to cover shipping costs. These prices are subject to change according to rate changes. Installation of a new pump shall be according to current rates as set forth in Schedule A Utility Rates & Fees.

- B. Service installation charge: The applicant shall submit a service connection fee based on actual cost when he files for service, where no service previously existed, or for a change in service size or location, or for a reconnection of an existing service. In the case

of a new service, this fee may include all costs from the main to the lot line, including the costs of a pit opening and tapping saddle at the main. The service line shall be installed by the customer.

- C. Any customers doing work around the main service line must have advance arrangements for a scheduled inspection with the city water and sewer operator before the trench is filled. No water turn off or turn on during weekends.
- D. Service installation codes: All individual water and sewer connections, repairs and modifications shall be made only under the terms and conditions of the Uniform Plumbing Code (UPC, State of Alaska). Any electrical improvements shall be made in accordance with applicable electrical codes and regulations. The city may require other terms and conditions in addition to UPC and electrical codes and regulations.
- E. Upon approval of the subdivided lots property owners shall incur all costs of installation of service and shall be charged and assessed water and sewer charges. Charges shall begin upon plat approval by Platting Authority.
- F. Customer Plumbing:
 - 1. The customer's plumbing, which shall include the customer service line from the main to the house, and all plumbing, piping and fixtures, and other equipment intended to carry water, sewage, waste water, and drainage, shall comply with the Uniform Plumbing Code. Special attention shall be given to the elimination of any possible cross connection.
 - 2. Customer freeze-ups, or leaks that effect public health or the efficiency of the Coffman Cove water and sewer system, are to be immediately repaired by the customer. The city may repair and bill the customer if he is not able to make the repairs. The city may repair the water and sewer system if the customer has abandoned the service location without notification, or he is away from the service location temporarily. The customer has the responsibility to notify the city immediately of any problem with the customer's plumbing that could adversely affect the water and sewer utility department.
 - 3. It shall be a violation of this ordinance for customers to operate, cause or permit unauthorized operations or any kind of equipment on the service connections.

4. It shall be a violation of this ordinance for any customers to make or remake a service connection without prior knowledge and written approval of the city as detailed by this ordinance.
5. It shall be a violation of this ordinance for any individual to secure bulk water from the city without prior arrangements having been made.
6. No water hook-up shall be done without prior arrangements for sewer hook-up, this applies to all residential and non-residential.
7. It shall be a violation of this ordinance to have temporary water and sewer lines installed across other property lines. Temporary lines must follow city standards as set forth in the Coffman Cove Water & Sewer Standard Book.

Section 7.04.110 Water meters

- A. Meter requirements: The city will require installation of a water meter at all residential, non-residential, commercial, and industrial or school lines. The city shall retain ownership of each meter. The meters shall be installed at the customer's expense on new installations only. The city shall charge for such service at the established meter rate set in schedule A.
- B. Location of meters: Meters shall be placed at the edge of the property, within the public Right of Way.
- C. Joint use of meters: The joining of several customers to take advantage of a single minimum charge and/or large quantity rates is prohibited except under special contract from the city council.
- D. Tampering: Customers are prohibited from tampering with water meters in any form.

Section 7.04.120 Unusual demands

Whenever an abnormally large quantity of water is desired for any purpose, arrangements must be made with the city prior to taking water. Permission to take water in large quantities will be given only if other customers are not inconvenienced. Purchase of large quantities of water may be billed under a separate category and for a separate amount from the customer's usual rate.

Section 7.04.130 Resale of utility service

Resale of a utility service by a customer is expressly prohibited except through special contract shall be in writing. The city may directly sell services to individuals or businesses, but only in those cases where applications is made to the city prior to the sale, and is not done at the expense of the other users.

Section 7.04.140 Main extensions

Extensions of water distributions or sewer collection mains to areas or houses not currently being served shall be installed only after an agreement is signed by the customer and authorized by the city council. Utility main extensions may require advance payment by the applicant for the cost of extension.

The City Council, using appropriate advice, will determine the proper location of main extension. Easements or permits secured for main extensions across property not owned by the city shall be obtained in the name of the City of Coffman Cove. All rights and title to the main shall be included in the easement.

Section 7.04.150 Customer utility service agreement

The city shall provide a service application form to each applicant. In signing this form and attachments, the applicant agrees to abide by all the rules and regulation adopted by the city of Coffman Cove. The city will provide water and sewer services only when an agreement is signed by the lot owner. Service may be denied if the applicant has any outstanding bills with the city.

- A. Application for service: Each applicant shall complete a utility service application provided by the utility clerk giving the date of the application, location of the premises, the class and size of the service requested and such other information the city may reasonably require. In signing the application, the customer agrees to abide by the city of Coffman Cove's health and safety ordinance. The application is merely a written request for service and does not bind the city to furnish service. The city may refuse to connect new service between October 15th and April 1st due to frozen ground or other conditions that would adversely affect the city's utilities and/or easements and right-of-way.

Section 7.04.160 Utility rates

The city provides water and sewer under a rate schedule designed to recover sufficient revenues from all customers to generally cover the costs of service. Utility rates, found on “schedule A”, to be charged for the various classification of services, shall be passed by resolution and published separately by the city council. Schedule A will be reviewed, and if necessary revised and approved through resolution not less than once a year. No person shall be bound by any such rate unless it has been posted for public inspection within the community of Coffman Cove for five consecutive days prior to its adoption.

Section 7.04.170 Establishment of credit

At the time application for service is made, the applicant shall establish his credit with the city through the clerk. The application for service shall contain the information needed to establish credit.

Section 7.04.180 Bills – payment by the due date

Each bill rendered shall contain the final date on which payment is due. If the bill is not paid by the due date, the account shall be considered delinquent unless arrangements have been made with the Treasurer, in writing, that specifies another due date. If the date falls on a weekend or holiday observed by the city, the due date shall be the close of business on the next business day of the city. Bills not paid by the due date shall be subject to a monthly late charge on any balance due.

- A. Bills – turn off delinquency notice for delinquency: Forty five days after the account becomes delinquent, a turn-off delinquency notice shall be sent to the customer, stating the date on which the water will be turned off if the delinquent account is not paid in full prior thereto. (attachment D) The stated turn-off date shall be no sooner than ten days following the turn-off notice to the customer. The turn-off notice shall contain a statement informing the customer of his/her right to an informal hearing before the treasurer during regular office hours, on a day at least one day prior to the stated turn-off date. Such hearing shall only be held upon the request of the customer, and for the purpose of providing an opportunity for the customer to present any facts he/she may have that place the delinquency of his/her account in dispute. The decision of the City Treasurer will constitute the final decision of the city.

- B. Service turn-off for delinquent accounts – method: On the turn-off date, the agent of the city shall deliver written notice to the customer by personal delivery stating the water service is being turned off until all delinquent amounts have been paid. The agent of the city shall immediately thereafter turn off the service. A delivery to any person over the age of 18, majority residing at the address served shall be considered a delivery to the customer. In the event no person is present at the address served, the notice may be left on the premises stating the water service will be discontinued at 12:00 noon of the next day. If delinquent bills are not paid within that period, the agent of the city shall return to the premises, shut off the water and leave a notice that the water service has been turned off until all delinquent amounts have been paid in full.

Section 7.04.190 Notices and complaint procedures

- A. Notices to customers: Notices to customers from the city of any kind of activities related to water and sewer will normally be in writing and mailed or delivered to the customer. Where conditions warrant, and in emergencies, the city may notify customers by telephone or public notice.
- B. Notices from customers: Notices from customers to the city shall be given in writing to the utility clerk. Notices that result in a change of service or in work being performed by the city for the customer must be accompanied by a repair work order signed by the customer responsible for payment.
- C. Customer complaint procedures: The city desires to resolve any customer complaint in the most expeditious manner with the appropriate staff of the city. The city will respond to each complaint within five working days of its receipt.

Section 7.04.200 Non-sufficient funds check

A twenty-five dollar charge will be made when a customer tenders payment with a non-sufficient funds check. When the city is notified by the customer's bank that there are insufficient funds to cover the check tendered for water and sewer services, the city may require the customer to pay in cash or by money order to guarantee the customer's payment to the city.

No customer who tenders a non-sufficient funds check will be relieved of obligation to pay the city under the original terms of the bill and entitled to defer the city's right to disconnect service for non-payment of bills.

Section 7.04.210 Open

Section 7.04.220 Open

Section 7.04.230 Disconnection of service

Disconnection procedures are as follows:

Ten days after the notice of delinquency has been sent, and a decision has been made, the Treasurer shall send the final notice (attachment E) to the customer. The notice shall be hand delivered and posted on the door of the customer's place of residence. The notice shall state that the utility operator or designee has been instructed by the accounts receivable department according to our collection policy, to disconnect service at 12:00 noon of the next day. The Treasurer shall also include procedures for reconnection notice (attachment F), which describes the procedures for reconnection.

Section 7.04.240 Temporary disconnection

Procedure for temporary disconnection by customer order:

Each customer who intends to be out of town temporarily (more than 30 days) for any reason shall notify the Treasurer at least one week before leaving. Such notice can be in writing or verbal and is needed only if the customer would like the water turned off at the stub-out.

Section 7.04.250 Termination of service for unsafe customer facilities

- A. Unsafe facilities or unsanitary facilities: The city may terminate services to any premises without prior notice where plumbing facilities, appliances, or equipment, using water or discharging waste water are dangerous, unsafe, or not in conformity with standard plumbing practices.

- B. Cross connections: The city will terminate service to any person or premises where a cross connection exists. Services will not be restored until the cross connection is eliminated.

Section 7.04.260 Termination of service for water waste

The city may terminate service when water is wastefully or negligently used on a customer's premises. If the customer does not correct the problem immediately, the service will be terminated one day after notification. Allowing the water to run continuously to prevent a freeze up rather than installing proper insulation and electrical heat tape is considered wasting water. At the option of the city, a customer may be allowed to continue service if he has installed a meter at his expense and he pays a rate based upon consumption. Failure to fix leaking plumbing in a timely manner is considered a waste of water.

Section 7.04.270 Termination of service detrimental to others

The city may refuse to furnish water, restrict water service, or immediately terminate service to any premises where excessive demands by the customer will result, or have resulted in inadequate service to other customers. The determination of excessive demand may vary depending on current city water resources and water and sewer equipment conditions.

Section 7.04.280 Termination of service for fraud or abuse

The city will refuse or terminate service to any customer or premises where it is deemed necessary to protect the city from fraud or abuse of service. Termination of service for one or both of these causes will be made immediately upon receipt of knowledge by the city that such condition(s) exist.

Section 7.04.290 Termination of service for unauthorized reconnection

The city shall shut off water and sewer at the main for any unauthorized reconnection when service has been terminated for any reason. This shall be done without notice. The city may seek to impose the civil penalty set in section 23.02.340, \$200 or cost of repair.

Termination of service for non-compliance: Unless otherwise specified, the city may terminate service for violation of any provision of these rules and regulations following five days notification.

Section 7.04.300

Restoration of service

Restoration of service shall require a reconnection fee. Restoration of service following termination for non-payment of bills shall be made only after payment of current and past due charges, and the reconnection fee.

Restoration following termination because of unsafe facilities, waste water, fraud, abuse, or non-compliance with these rules and regulations will be made only after the irregularity has been corrected. Any associated charges for disconnection or repairs undertaken by the city must be paid in full. The city must be assured, in writing, the irregularity will not recur.

The property owner shall provide access to arctic boxes for connection and reconnection of service including removal of all snow drifts around the box.

The customer is responsible for insuring that interior facilities are in good condition prior to restoration of service. Any costs for cleaning or thawing a service line prior to reconnection shall be paid by the customer.

Section 7.04.310

Responsibility of equipment

- A. Responsibility for customer equipment: The city shall not be liable for any loss or damage of any nature whatsoever caused by any defect in the customer's service line, plumbing or equipment. Nor shall the city be liable for lost or damage due to interruption of service or temporary changes in water pressure.
- B. The customer shall be responsible for the conditions of the plumbing system within his premises when water service is turned on. All drain valves should be closed to prevent water damage.
- C. The customer shall be responsible for maintaining proper heat within his property to ensure the pipes do not freeze up. Electrical heat tape shall be used whenever outside temperature dips below 32 degrees Fahrenheit. The customer shall pay for all costs associated with keeping his service lines from freezing. The city may hold the customer liable for any damage or loss to the city owned equipment caused by customer freeze ups.

Section 7.04.320 Main lines

- A. Operation: No person(s) shall place any substance including, but not limited to, animal and fish carcasses, refuse or trash, rocks or gravel in any main line, or in any manner damage or tamper with them.
- B. Damage to main lines: Any persons who damages the main lines or any attachments shall be responsible for the cost of its complete repair and return to service.
- C. Dumping refuse, chemicals or trash into sewer lines: Any persons who damages a sewer main or interrupts sewer service by placing trash, refuse, animal carcasses, rocks or other matter will be responsible for all repairs to the sewer lines and treatment works

Any violation of the above is grounds for imposition of civil penalties.

Section 7.04.330 Community Septic tanks

Downtown and the school area use a community septic tank. Other subdivisions use individual septic tanks, pumped once every three years. Anyone using over 5,000 gallons on a community septic tank will be charged accordingly.

- 1. Grease Traps are required by all commercial hook-ups including restaurants, bed and breakfasts, lodges, rental trailers, apartment building, schools and business where food service is provided, which will be inspected yearly.

Section 7.04.340 Fire hydrants

- A. Operation: No person(s) shall attempt to tamper with or draw water from a hydrant in any manner that may damage it. In cases where temporary service has been granted from a fire hydrant, an auxiliary external valve will be used to control the flow of water.
- B. Damage to fire hydrants: Any person who damages a fire hydrant shall be responsible for the cost of its complete repair and return to service. This may be in addition to the penalty in section 23.02.340.

- C. Only city employees and volunteer firemen shall be allowed to use, or inspect the fire hydrants.

Section 7.04.350 Penalties

Any person violating the rules and regulations included in this ordinance shall be subject to a civil penalty not to exceed \$300 upon conviction. Each separate incident and each separate day upon which an offence occurs shall be a separate offence and damages.

Section 7.04.360 Suspension of rules

No employee of the city is authorized to suspend or alter any of the provisions without specific approval or direction of the city council. This will be allowed only in cases of emergency involving loss of life, property or which put the water and sewer system operational in jeopardy.

Section 7.04.370 Constitutionality and saving clause

If any clause, sentence, paragraph, section or portion of these rules and regulations is judged to be invalid by a state or federal court, it shall not affect, impair or invalidate the remainder of the ordinance. The judgment shall not be confirmed in its operation to the clause, sentence, paragraph or portion directly involved in the controversy in which it is rendered.

**City of Coffman Cove
Utility Rates & Fees
Schedule A**

Plumbed:

- \$40 Water or frost-free hydrant, up to 5,000 gallons per month
- \$15 Sewer
- \$10 Septic up to 5,000 gallons water used,

Total: W/S/S = \$65/MONTH ACTIVE OR INACTIVE

Usage over 5,000 gallon per month will be charged at the rate of 10% per unit (1,000 gallons). This charge applies to water, sewer and septic fees.

Unplumbed

- \$30 **per** stub-out
- \$30 **per** lot with frontage on any road with service lines

Service Work

- \$25 per **scheduled** disconnect or reconnect
- \$40 per hour (1hour minimum) for any unscheduled service work. Includes, but not limited to: thawing, cleaning, disconnects, reconnects, repairs, etc.

Grinder Pumps

\$2000 plus \$120 shipping (Price subject to change according to rate changes)

Any repair/service work that involves equipment use and/or parts will be billed at cost plus operators time.

Bills are issued monthly and are due on or before the last Friday of each month. Any past due balance will be charged a late charge of \$5 per month plus an interest charge of .875%. Returned check fee is \$25.

Unit = 1,000 gallons

Attachment A
City of Coffman Cove
Residential Utility
Service Agreement

This agreement is made between the City of Coffman Cove, the City Council who is the Water & Sewer Utility and _____, as the applicant.

The applicant requests that the residence on the property described in Appendix A, be connected to the Utility's water and sewer system.

As part of the request, the applicant agrees:

1. To abide by the water and sewer ordinance, rules and policies adopted by the City and Utility.
2. To grant at no cost, a right of entry (form attached as Appendix B) to the Utility, to construct the connection to the Applicant's residence.
3. To pay the Utility, a monthly service fee for water and sewer at the rate established by the Utility for residential customers.
4. To pay any deposits required by the Utility prior to the connection of service.
5. To pay all debts owed to the City prior to connection of service.
6. That payment of water and sewer bills is a priority, and all services provided by the City will be discontinued should your water and sewer bill become delinquent.
7. That delinquent bills (more than 30 days past due) are subject to collection actions. These actions can include, but are not limited to, interest charges, late payment fees, disconnection of service, deposit forfeiture and suits in small claims court.
8. Maintaining the plumbing on the Applicant's property and within the residence, including all plumbing, piping and fixtures and other related equipment intended to carry water, sewage, waste water and drainage in accordance with the Uniform Plumbing Code.

9. To use electrical heat tape and maintain adequate insulation for the system to prevent freezing during the winter. The applicant agrees that they will not continuously run water during cold weather to keep pipes from freezing.
10. To allow the Utility to enter onto the property to make emergency repairs to the service line up to the connection to the residence in order to save the Utility's pipes, lines, equipment and facilities from damage.
11. In the event of water shortages, the Applicant agrees to work with the Utility on measures to conserve water use.
12. That by signing this agreement, the Applicant grants to the Utility, its property and residences for purposes of inspecting piping, fixtures and other equipment intended to carry water, sewage or waste water. The entry and exiting shall be at a reasonable time and the Utility shall provide advance notice of inspection.
13. Be available in person to complete and sign individual service work order.
14. Any violation of this agreement is just cause to disconnect.

The Utility agrees to:

1. Connect the facility to the Utility's existing water and sewer system.
2. As much as possible, provide a continuous and sufficient supply of potable water at adequate pressure to customer.
3. Bill the Applicant on a monthly basis for water and sewer services.
4. Work to continue to improve sanitary conditions in Coffman Cove by placing a high priority on planned capital improvements for water and waste disposal facilities. Work to administer the operation of future improvements, and administering and enforcing the ordinances, rules and policies designed to improve the sanitary practices in Coffman Cove.

All bills, invoices, statements, notices or correspondence shall be sent to the respective parties at the address below:

Utility:
City of Coffman Cove
P.O. Box 18135
Coffman Cove, AK. 99918
(907) 329-2233

This agreement takes affect on this _____ day of _____,
200__.

Applicant: (Please Print Clearly)

Name: _____

Address: _____

Phone #: _____

Social Security #: _____

Driver's License #: _____

Block #: _____ Lot #: _____

Signature: _____

Attachment B
City of Coffman Cove
School Utility
Service Agreement

This is an agreement between the City of Coffman Cove, City Council, the Utility and the Southeast Island School District as the Applicant.

The Applicant requests the facility on the property described in Appendix A, be connected to the Utility's water and sewer system.

As part of the request, the Applicant agrees:

1. To abide by the water and sewer ordinances, rules and policies adopted by the City and Utility.
2. To grant at no cost, a Right of Entry (form attached as appendix B) to the Utility to construct the connection to the Applicants facility.
3. To pay the Utility, a monthly service fee for water and sewer at the rate established by the Utility, plus a rate negotiated with the Utility service.
4. To pay any deposits required by the Utility prior to the connection of service.
5. That delinquent bills (more than 30 days past due) are subject to collection actions. These actions can include, but are not limited to, interest charges, late payment fees, deposits forfeiture, suits in small claims court and disconnection of service.
6. Maintaining the plumbing on the Applicant's property and within the facility, including all plumbing, piping, fixtures and other equipment intended to carry water, sewage, waste water and drainage in accordance with the Uniform Plumbing Code.
7. To use electrical heat tapes and maintain adequate insulation for the system to prevent freezing during the winter. The Applicant agrees they shall not continuously run water during cold weather to keep pipes from freezing.

8. In the event of water shortages, the Applicant grants to the Utility, its officers, employees, agents and assigns, the right to enter and exit the property and facility for purposes of inspection of piping, plumbing, fixtures and other equipment intended to carry water, sewage, and waste water. The entering and exiting shall be at a reasonable time and whenever possible the Utility shall provide advance notice of any inspection.

Date

Applicant Signature

ATTEST:

City Clerk

Mayor

City of Coffman Cove

Attachment C

Non – Residential Service Agreement

This agreement is made between the City of Coffman Cove, the City Council who is the Water & Sewer Utility and _____, as the applicant.

The applicant requests that the residence on the property described in Appendix A, be connected to the Utility's water and sewer system.

As part of the request, the applicant agrees:

1. To abide by the water and sewer ordinance, rules and policies adopted by the City and Utility.
2. To grant at no cost, a right of entry (form attached as Appendix B) to the Utility to construct the connection to the Applicant's facility.
3. To pay the Utility, a monthly service fee for water and sewer at the rate established by the Utility for metered commercial customers, or if the Applicant is a high volume user, at the rate negotiated by the Utility.
4. That delinquent bills (more than 30 days past due) are subject to collection actions. These actions include, but are not limited to, interest charges, late payment fees, deposit forfeiture, suits in small claims court and disconnection of service.
5. That delinquent bills (more than 30 days past due) are subject to collection actions. These actions can include, but are not limited to, interest charges, late payment fees, disconnection of service, deposit forfeiture and suits in small claims court.
6. Maintaining the plumbing on the Applicant's property and within the residence, including all plumbing, piping and fixtures and other related equipment intended to carry water, sewage, waste water and drainage in accordance with the Uniform Plumbing Code.
7. To use electrical heat tape and maintain adequate insulation for the system to prevent freezing during the winter. The applicant agrees that they will

not continuously run water during cold weather to keep pipes from freezing.

- 8. In the event of water shortages, the Applicant agrees to work with the Utility on measures to conserve water use.
- 9. That by signing this agreement, the Applicant grants to the Utility, its property and facilities for purposes of inspecting piping, fixtures and other equipment intended to carry water, sewage or waste water. The entry and exiting shall be at a reasonable time and the Utility shall provide advance notice of inspection.

The Utility agrees to:

- 1. Connect the facility to the Utility’s existing water and sewer system.
- 2. As much as possible, provide a continuous and sufficient supply of potable water at adequate pressure to customer.
- 3. Read all water meters and bill the Applicant based on the meter readings for water and sewer service on a monthly basis.
- 4. Work to continue to improve sanitary conditions in Coffman Cove by placing a high priority on planned capital improvements for water and waste disposal facilities. Work to administer the operation of future improvements, and administering and enforcing the ordinances, rules and policies designed to improve the sanitary practices in Coffman Cove.

All bills, invoices, statements, notices or correspondence shall be sent to the respective parties at the address below:

Utility:
 City of Coffman Cove
 P.O. Box 18135
 Coffman Cove, AK. 99918
 (907) 329-2233

Applicant:

This agreement takes affect on this _____ day of _____, 200____.

ATTACHMENTS: Appendix A, legal description & Appendix B, right of entry

Attachment D

**City of Coffman Cove
Water & Sewer Utility Department**

NOTICE OF DECISION TO DISCONNECT SERVICE

Customer's Name: _____

Physical Address: _____

The City of Coffman Cove, Alaska, finds that you were provided a water and sewer service bill dated _____ with an amount owing of \$ _____ and you have not paid such service bill in full.

This action constitutes a violation of Title VII, Utilities, of the Coffman Cove Code of Ordinances.

Because you have continued to neglect or refuse to pay the amount of your water and sewer service bill in full, the City hereby gives you notice that your water and sewer service will be disconnected on _____.

You may appeal this decision before the City Council at its next regular scheduled meeting dated _____.

Date

City Treasurer

ATTEST:

City Clerk

Attachment E

**City of Coffman Cove
Water & Sewer Utility Department**

FINAL NOTICE

Customer's Name: _____

Physical Address: _____

The Coffman Cove Water and Sewer Utility Department hereby gives notice to the Utility Operator or designee to disconnect your water and sewer service. This notice is required by Title VII, Utilities, of the Coffman Cove Code of Ordinances.

The disconnection will occur at 12:00 p.m. on:

This disconnection is a result of violation of Title VII, Utilities, Coffman Cove Code of Ordinances.

You were notified by the City of its intention to disconnect your water and sewer service on _____. Since that notice, you have made no effort to pay in full your obligation to this City.

Date

Billing Clerk

ATTEST:

City Clerk

Attachment F

City of Coffman Cove Water & Sewer Utility Department

PROCEDURE FOR RECONNECTION

Customer's Name: _____

Physical Address: _____

Under Title VII, Utilities, City of Coffman Cove Code of Ordinances, your water and sewer service shall be resumed when you have performed the following:

1. Paid in full your outstanding service bill in the amount of \$_____.
2. Paid a reconnect fee in the amount of \$_____ and security deposit of \$_____.
3. Reapplied for water and sewer service by submitting a complete Utility Service Agreement.

Your water and sewer service shall be reconnected **ONLY** after you have completed all of these procedures.

Date

Mayor

ATTEST:

City Clerk

Attachment G
CITY OF COFFMAN COVE

Temporary Disconnection of Utility Services

Account # _____

**please note ~ temporary disconnect period must be more than 30 days.*

CUSTOMER INFORMATION:

Account Holder's Name: _____

Mailing Address: _____

Physical Address: _____

SERVICES TO BE DISCONTINUED

Water Sewer

Date services should be disconnected: _____

I understand that per Coffman Cove Municipal Code, I will be required to pay a fee when utility services are reconnected.

Signature: _____ Date: _____

RECONNECTION OF SERVICES

Date services should be reconnected: _____

Water \$10 Sewer \$10

A NON-REFUNDABLE HOOK UP FEE WILL BE CHARGED AT TIME OF RECONNECTION.

Reconnection fee will be \$10 per service. **TOTAL AMOUNT PAID:** _____

Attachment H

**City of Coffman Cove
Application for Utility Service**

CUSTOMER INFORMATION:

ACCT.# _____

NAME: _____

MAILING ADDRESS: _____

PHYSICAL ADDRESS: _____

PHONE NUMBER: _____

DRIVER'S LICENSE NUMBER: _____

SOCIAL SECURITY # _____

RESIDENTIAL COMMERCIAL CITY STATE FEDERAL

(CIRCLE ONE)

REQUESTED HOOK-UP DATE: _____

Attachment H

**City of Coffman Cove
Application for Utility Service, Cont'd**

Public Works Information

Customer's Name: _____

Physical Address: _____

Date: _____

Water Meter No.: _____

Reading: _____

Meter Reader: _____

Chapter 7.05 Sanitation Service

Sections:

7.05.010	Definitions
7.05.020	Solid Waste Collection and Disposal System
7.05.030	Enforcement and Disputes
7.05.040	Separation and Recycling
7.05.050	Hazardous Waste/Prohibited Substances
7.05.060	Prohibited Acts
7.05.070	Containers
7.05.080	Construction and Demolition Materials
7.05.090	Disposal Site
7.05.100	Violations and Penalty
7.05.110	Effective Date

Section 7.05.010 Definitions. The words herein shall be defined as follows the purposes of their interpretation in the ordinance.

- A. "Business Establishments" means any building or component part thereof, wherein there is conducted any type of commercial business, for retail, wholesale, professional, or otherwise.
- B. "City" shall mean the City of Coffman Cove.
- C. "Combustible Refuse" means all prepared garbage, trash, and refuse, which can be consumed or largely consumed by fire.
- D. "Container" shall mean metal cans, plastic cans and bags, or metal boxes with lids commonly referred to as dumpsters.
- E. "Hazardous Waste" means wastes defined in Section 7.
- F. "Noncombustible Refuse" means all ashes and refuse which cannot be consumed or largely consumed by fire.
- G. "Person" means any person, firm, partnership, association, institution, corporation, or governmental agency.
- H. "Prepared Solid Waste" means waste material from kitchens, dining rooms, and similar places, from which liquids have been drained and solid matter separately wrapped or contained.

I. "Raw Solid Waste" means waste material not prepared as in subparagraph H of this section.

J. "Refuse" shall be synonymous with the terms "garbage", "solid waste" and "waste" and shall mean and include, but not limited to. Sweeping; cleanings; trash; rubbish; litter; ashes; offal; animal excreta; animal carcasses; tree or shrub trimmings; dirt; paper; cartons; boxes; wood; metals; tin cans; brick; plaster; industrial wastes; domestic wastes; leaves; residue of animals sold as meat; fruit, or vegetable matter from kitchens, dining rooms, market places dealing or handling meats, fowl, fruit, grain, vegetables; or any waste substance which may become a nuisance. The term shall not include earth and wastes from building operations, nor shall it include solid wastes resulting from industrial processing and manufacturing operations such as food processing.

K. "Residence" means any private dwelling.

Section 7.05.020 Solid Waste Collection and Disposal System. The City shall provide for and establish a solid waste collection and disposal system for the citizens and occupants of residential, commercial, governmental, and industrial premises in the City, which system shall include collection and disposal services at or near each occupied premises on a regularly scheduled basis.

Section 7.05.030 Enforcement and Disputes. The Mayor (or designee) shall represent the City in the coordination of solid waste collection and disposal services and the enforcement of the regulations and guidelines provided in this Ordinance. The Council shall have full authority to resolve any disputes between the City and any person occupying a residential, commercial, government or industrial premises regarding solid waste collection and disposal services.

Section 7.05.040 Separation and Recycling. The City reserves the right to, and may at its option, require the separation of solids and liquids, glass, plastic, paper, metal or other component parts of refuse, and may require the deposit thereof in separate containers or receptacles and prescribe the method of disposal thereof.

Section 7.05.050 Hazardous Waste / Prohibited Substances. It is prohibited for any person to place or deposit , or permit another to place or deposit, in a collection container, refuse receptacle or dumpster the following items: household hazardous waste, paint, batteries, antifreeze, chlorine, acetylene, tires, pressurized cans/tanks/canisters, any poisonous or hazardous wastes(insecticides and or garden chemicals), saturated oily wastes, liquid petroleum products, bulk liquids, septic tank pumpings, commercial fish or meat processing waste, radioactive material, asbestos, liquid solvents, strong acids or bases, explosives, polychlorinated biphenyls and any hazardous waste defined and regulated under 40CFR 261, as amended, or prohibited by permit

stipulations of the Thorne Bay Landfill Facility. Violators shall be liable for any costs incurred by the City for environmental cleanup or illegally disposed waste described in this section.

Section 7.05.060 Prohibited Acts. It shall be unlawful:

A. For any person to throw, place, dispose of, sink or cause to be thrown, placed, sunk or disposed of, any solid waste upon the margin of, or into, any body or water within the City Limits, which includes the zone of influence of the City watershed. The zone of influence includes, but is not limited to, the areas locally known as Half Dog, First Dog and Second Dog;

B. For any person to abandon any type of, or parts of, any vehicle, boat, trailer, building, appliance, furniture or bulk waste of any sort upon any premises, road, turnout or rock pit, either public or private or adjacent thereto, within the City Limits.

C. For any person to cast, leave or keep on any road, turnout or rock pit within the City Limits solid waste, ashes, sawdust or rubbish of any kind so as to obstruct the road or so it can be blown away by the wind;

D. For any person to throw, place or scatter any solid waste, rubbish, trash or other refuse, over or upon any premises, road, turnout or rock pit, either public or private, or adjacent thereto, either with or without the intent to remove or burn the same, or to suffer or permit any premises owned, occupied or controlled by such person, from the accumulation of refuse, to become or remain unsanitary, unsightly, unsafe to public health or hazardous by fire;

E. For any person to store or permit the storage of solid waste on or about their premises occupied by them, unless such refuse is kept separately in those certain containers provided for in Section 9 below;

F. For any person to deposit or permit to fall from any vehicle any solid waste, refuse or ashes on any public road, turnout or rock pit within the City Limits, provided, this shall not be construed to be placing solid waste, refuse or ashes in a container complying with the provisions of the ordinance preparatory to having such material collected and disposed of in the manner provided herein;

G. For any person occupying a residence to dispose of or store solid waste in refuse containers unless such solid waste has been prepared for collection, removal and disposition in compliance with the definition of "prepared solid waste" as set out in Section 1., provided that fruit and vegetable waste resulting from canning, preserving and pickling operations which contain high moisture content and are not susceptible to ready draining shall be deposited and segregated with noncombustible refuse;

H. For any person to tamper with, remove or deposit any refuse in any collection container other than their own.

I. For any person to dump or place any solid waste, refuse or ashes on any premises within the City Limits without the consent of the owner of such premises.

J. For any person to dispose of any solid waste other than at an approved solid waste disposal site.

Section 7.05.070 Containers.

- A. A person occupying a residential, commercial, governmental or industrial premises shall at all times keep or cause to be kept portable containers for the disposal therein of solid waste and shall cause to be deposited therein such solid waste. Nonmetal containers shall be watertight, not less than two millimeters in thickness, and not more than fifty (50) pounds full weight. Metal containers shall be watertight, not more than twelve (12) pounds empty weight, and not more than fifty (50) pounds full weight. All containers shall be properly closed so as to prevent spillage. Such containers shall be kept in sanitary condition, and the outsides thereof free from accumulated grease and decomposed matter.
- B. On collection day all containers, refuse or debris, shall be placed by the road. Dumpsters shall be located on a level surface in an area that can be easily accessed by the sanitation truck. Dumpsters must have approved lids and should be locked. A key for the lock must be made available to the City or you must be responsible for unlocking the dumpster on collection day.
- C. There shall be a delivery fee for dumpsters as stated in Attachment A Garbage Rate Schedule. Dumpsters not easily accessible each week for emptying will be picked up and returned to the city, also, dumpsters not used on a weekly basis will be returned to the city.
- D. If any individual moves a dumpster after it has been placed by the city, and there is damage resulting from such a move, there will be a repair charge assessed for the damage done. See Attachment A Garbage Rate Schedule.

Section 7.05.080 Construction or Demolition Materials. Materials resulting from demolition, renovation, remodeling or construction of buildings or structures shall not be deposited in containers. The collection, removal and disposal of such materials be made by separate arrangement with the City. Fees and charges resulting from collection, removal and disposal shall be based on container measure or weight.

Section 7.05.090 Disposal Site. The City shall deliver all solid waste that the City collects to an approved solid waste disposal site.

Section 7.05.100 Violations and Penalty. Any person violating any of the provisions of this ordinance shall be liable for any and all cost incurred to clean up and/or rectify the violation. These costs shall include, but not be limited to, cost of clean up, any legal or professional fees and/or expenses incurred, and all cost to the City relating from the violation.

Section 7.05.110 Effective Date. This ordinance shall be in full force and effective five (5) days after passage and publication by posting as provided by law.

**Garbage Rate Schedule
Schedule A**

Billing will be mailed monthly. All statements are due within 30 days. The following rates are effective as of February 16, 2007. An Interest Charge of .875%, plus \$5 will be charged to any overdue accounts.

\$8	32 gallon garbage can
\$10	55 gallon garbage can
\$12	64 gallon garbage can

Charges may be adjusted for overloaded or extremely heavy cans.

Dumpsters:

\$50.00	2 yard dumpster per pick-up
\$75.00	3 yard dumpster per pick-up
\$25.00	Monthly rental fee for dumpster
\$10.00	Delivery Fee

Charges may be adjusted for weight, building supply waste, etc.

Extra Charges:

\$50	Special pick-up or bulky items
\$5	Surcharge for wet or extremely heavy garbage
\$100	Charge for illegal dumping plus the cost of clean-up
\$20	Appliances
\$5 - \$7.50	Tires
\$16.25	Charge per yard
\$25	Non-Sufficient Funds Check

PROHIBITED ACTS

\$100	Fine plus the cost of clean up for illegal dumping of hazardous waste.
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Internet Service

Chapter 7.06

Internet Rates

Section:

7.06.010 Charges for service
7.06.020 Billing

Section 7.06.010 Charges for service

The following rates shall apply under this chapter:

- A. Rates will be billed monthly and set based on usage. These rates will be defined in Attachment A.
- B. Per family dwelling unit the installation fee will not exceed \$150. This shall include necessary equipment, installation time and software.
- C. Commercial rates will be determined based on the use of broadband.

Section 7.06.020 Billing for service

The rates and charges for internet services shall be collected from the users within the jurisdiction of the City of Coffman Cove and shall go into effect at such time as the services are provided by the City of Coffman Cove.

- A. The monthly billing rate shall be adjusted by the City if good cause is shown for such adjustment.
- B. Any person found to be delinquent in monthly payments shall become liable to the City for any expense, loss or damage.

**City of Coffman Cove
Broadband Internet
Rate Scale
Schedule A**

Subscribers

Installation cost will consist of:

- Cost of materials
- Deposit fee equal to 1 month service
- First month's subscription fee

Subscription rates:

Annual subscribers	\$35.00 monthly
Seasonal subscribers	\$50.00 monthly
Excessive use	\$70.00 monthly

Any subscriber (household, school, business) using excessive amount of our broadband width will have their rates set using the average subscriber as a ratio to determine rate.

Accounts will be billed a month ahead. Any account not paid on time will forfeit their deposit to cover the bill. Any account that becomes overdue will be denied service until another deposit is received and the account is brought current.

Any check returned from the bank will incur a \$25.00 service charge. The second returned check will automatically put your account on a cash only basis.

Special user rates:

\$5	per day
\$25.00	per week
\$65.00	per month

A deposit equal to replacement cost of access will be required of all special rate users.