

# **Service Rules and Regulations of The Russell County Public Service Authority Lebanon/New Garden Division**

## **I. APPLICATION FOR SERVICE**

(A) Any person, firm, or corporation desiring to make application for service from the Russell County Public Service Authority shall make application therefore in person at the office of The Russell County Public Service Authority (Authority).

(B) The Authority reserves the right to deny service for any good and sufficient reason.

(C) The Authority may reject any application for service when the applicant is delinquent in payment of bills incurred for service previously supplied by the Authority.

(D) *A deposit will be required on each account in the amount stated in the current rate schedule.* Deposits may be waived only if the customer meets the following criteria:

1. You are the Property Owner
2. You have one deposit on file from another account that you recently closed and wish to transfer that deposit to a new account (location)

**Important:** Upon closing of account, the deposit will be applied to the account balance and any remaining funds will be refunded to the individual whose name is on the account.

The individual in whose name the deposit is made shall be responsible for payment of all bills incurred in connection with the service furnished.

(E) Water or sewer service furnished for a given lot shall be used on that lot only, and the customer shall not be permitted to sell or furnish water or sewer service to any other person or to allow anyone to connect onto his water or sewer line. Water shall not be used for irrigation or fire protection except when water is available in sufficient quantity so as not to interfere with regular domestic and commercial consumption in the area served.

## **II. SUPERVISION OF WATER WORKS**

The Authority Director, Authority Board, and the employees of the Authority shall have direct charge of the waterworks including but not limited to pumping stations, reservoirs, valves, hydrants, water distribution lines and service lines up to and including customer meters and meter boxes. The customer will install a cut-off valve immediately adjacent to the meter box for his use. If requested the customer will install a back-flow prevention valve. Any service line or other appurtenances on the customer's side of the meter belongs to and is the responsibility of the customer. The Authority shall also have direct charge of such repair and construction work as may be necessary and feasible.

## **III. ACCESS OF PREMISES**

(A) Duly authorized agents of the Authority shall have access, at all reasonable hours, to the premises of the customer for the purpose of installing or removing Authority property, inspecting piping, reading or testing meters or for any other purpose in connection with the Authority service and facilities.

(B) Every consumer *or property owner*, by accepting water and or sewer from the Authority does thereby agree that the Authority shall have and is thereby given a permanent easement and right-of-way across any property owned or controlled by the consumer for the purpose or permitting the Authority to install water and or sewer facilities and lines so as to be able to furnish service to the consumer and to the other customers of the Authority.

#### IV. CHANGE OF OCCUPANCY

- (A) Not less than three (3) days' notice must be given in person or in writing, at the Authority 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.

#### V. METER READING-BILLING AND COLLECTING

- (A) Meters will be read, and bills rendered monthly, but the Authority reserves the right to vary the dates or length of time covered, temporarily or permanently, if necessary or desirable.
- (B) Bills for water will be figured in accordance with the Authority's current rate schedule and will be based on the amount consumed for the period covered by the meter readings, except when a consumer orders turn-off less than one (1) month after turn-on *and the total usage for that period is less than the minimum usage amount shown on the rate schedule*. The minimum bill to such a consumer for such period shall be equal to the minimum charge for one full month's service.
- (C) Charge for service commences when the meter is installed and connection is made, whether used or not.
- (D) Readings from multiple meters will not be combined for billing, irrespective of the fact that said meters may be for the same or different premises, or for the same or different consumers, or for the same or different service.
- (E) Bills are due by the 20<sup>th</sup> of each month, delinquent after the 20<sup>th</sup> of the month at which time a 10% penalty will be added to the bill. Any delinquent bill not paid by the 5<sup>th</sup> of the following month will have service terminated without further notice. (No past due or second notices will be mailed to the consumer when the bill becomes delinquent.)
- (F) Failure to receive bills or notices shall not prevent such bills from becoming delinquent nor relieve the consumer from payment.
- (G) Any person or persons desiring to reconnect or change the name of an existing account that is currently delinquent or cut off must provide proof that residence or business has been transferred to them. At least two of the following documents must be provided before transfer or reconnection can take place:
- Rental agreement (signed by landowner)
  - Letter from current landowner (signed by landowner)
  - Deed (to property in question)
  - Two utilities bills (phone, electric, cable etc.)

#### VI. SUSPENSION OF SERVICE

- (A) The Authority reserves the right to discontinue its service without notice for the following additional reasons:
1. Failure to pay for service in a timely manner
  2. To prevent fraud or abuse.
  3. Consumer's willful disregard of the Authority rules.
  4. Emergency repairs.
  5. Insufficiency of supply due to circumstances beyond the Authority's control.
  6. Legal processes.
  7. Any check returned by the bank on which it was issued shall be grounds for immediate discontinuance of services.
  8. If service is disconnected due to non-payment, customer will accrue a minimum monthly rate for a period of up to three (3) months at which time the account will be finalized and closed out. It is the assumption of the authority that the customer intends to pay any and all outstanding balances during this period. If the customer does not intend to continue service, it is the customer's responsibility to promptly notify the Authority and fill out a disconnection form. If the customer desires to resume service, they must complete a new application for service, make the required deposit and the account must be paid to a zero balance.

(B) The Authority may, in addition to prosecution by law, permanently refuse service to any consumer who tampers with any part of the distribution system belonging to the Authority including but not limited to lines, valves, pumps, reservoirs, hydrants, meters or other measuring devices, without written consent of the Authority Director.

## VII. COMPLAINTS OR ADJUSTMENTS

(A) If the consumer believes his bill to be in error, he shall present his claim, in person, at the Authority's office before the bill becomes delinquent.

Such claim, if made after the bill has become 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 Authority will make special meter readings at the request of the consumer. If such a reading discloses that the meter was misread no charge will be made for this special service, otherwise a fee of \$35.00 will be charged to the consumer if more than one special reading is requested.

(C) In the event a customer receives an abnormally high billing as a result of a loss caused by leak, a Courtesy Leak Adjustment may be granted on up to two bills impacted per year. A leak is considered an unintentional water loss caused by broken or damaged plumbing fixtures, pipes or irrigation equipment at a customer's residence or non-residential site that results in a customer's bill being higher than the customer's typical bill for water services.

When the leak occurs on the customer's side of the meter (beyond the point of maintenance by the Authority) a customer may be eligible for a billing adjustment if all the following threshold criteria are met:

1. Leak repair must have been completed;
2. All Leak Adjustment Requests must be submitted to Authority within in thirty (30) days of the customer's identification and repair of a leak;
3. Leak Adjustments are limited to two (2) billing adjustments (one per bill issued) within a twelve (12) month period.

In the event that a leak appears to have impacted the billing for two consecutive bills, both bills may be considered as a "Roll-Over Adjustment".

***Customer Payment Plan Accommodation*** – Customers who receive leak help may receive an extended payment period over which to complete paying for the leak-caused bill. While on this payment plan, late fees will continue to be incurred on any amount that is past due (including the amount used to determine the payment plan). Payment plan and regular monthly payments are due on the 20<sup>th</sup> of each month. Failure to adhere to the payment plan agreement will result in the agreement being voided, disconnection of service and any past due amounts will be due immediately. A customer cannot receive any help for a new leak until and unless an extended payment bill has been paid in full.

Payment Plan Scale:

Bill Amount	# of Months Eligible
\$50 or less	Not Eligible
\$51 to \$150	3
\$151 to \$300	6
\$300 to \$450	9
\$451 or more	12

## VIII. CONDITION OF USE

Said authority shall on condition that such persons, firms, or corporations agree to comply with all rules and regulations now in effect or in the future promulgate a supply of water to any persons, firms, or corporations *where physically or economically feasible*.



IX. TAMPERING WITH METER/EQUIPMENT

No person shall be permitted to tamper with any service meters, valves, hydrants, pumps, reservoir, or any other equipment of the water system wherever situated. It is illegal for any unauthorized person to alter, tamper with, relocate, willfully damage or bypass a service meter. The presence of any metering device found to have been altered, tampered with, or bypassed in a manner that would cause the metering device to inaccurately measure and register the degree, amount or quantity of service supplied will result in a \$250.00 Tampering Fee. A second tampering offense shall be deemed grounds for removal of service.

X. UNAUTHORIZED USE

No person shall install, *operate or use* any fixture to secure water from any part of the water system unless he is an authorized employee of the Authority or a person who has written consent of the Authority.

XI. INSTALLATION OF METERS

Meters and meter boxes shall be installed by the Authority. Such installation shall be at points satisfactory to the Authority for the protection of its property. Meters, wherever located, shall remain the property of the Authority, which shall be at liberty to remove the same for any good cause.

XII. DAMAGE TO SYSTEM

If any part of the Authority water system is damaged by a consumer, the cost of the necessary repairs shall be added to the consumers water bill and failure to pay shall be deemed grounds for removal of service.

XIII. SERVICE, INSTALLATION AND MAINTENANCE

(A) It shall be the duty of the Authority to serve all persons, firms, or corporations where physically or economically feasible.

(B) The Authority shall have the right to refuse service when in the exercise of sound discretion, the Authority believes to provide such service would not be economically feasible or where damage to third parties might occur.

XIV. For a new connection a fee is charged to the consumer by the Authority in the amount shown in the current schedule of rates.

IN WITNESS WHEREOF,

We Have executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Customer (Signature): \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Physical Address: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Authority Representative (Signature): \_\_\_\_\_