

# Terms and Conditions of Service



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# Contents

- SECTION I GENERAL INFORMATION ..... 4
  - CHAPTER 1 TERMS AND CONDITIONS OF SERVICE ..... 4
    - 1.1.1. PURPOSE OF TERMS AND CONDITIONS OF SERVICE ..... 4
    - 1.1.2. APPLICABILITY OF TERMS AND CONDITIONS OF SERVICE..... 4
    - 1.1.3. MODIFICATIONS TO TERMS AND CONDITIONS OF SERVICE ..... 4
    - 1.1.4. RESPONSIBILITY FOR PREPARATION AND ENFORCEMENT OF TERMS AND CONDITIONS OF SERVICE ..... 4
  - CHAPTER 2 GENERAL POLICIES ..... 5
    - 1.2.1. ACCESS BY WWA'S AUTHORIZED AGENTS ..... 5
    - 1.2.2. REFUSAL TO PROVIDE ACCESS..... 5
    - 1.2.3. METER SEALS ..... 5
    - 1.2.4. RIGHT OF SELF-DEFENSE..... 5
    - 1.2.5. SPECIAL CONTRACTS ..... 5
    - 1.2.6. DENIAL OF SERVICE ..... 5
    - 1.2.7. DEFECTIVE CONDITIONS ..... 6
    - 1.2.8. WATER LEAKS ..... 6
    - 1.2.9. PRIVACY POLICY ..... 7
    - 1.2.10. ANNUAL INSPECTION OF CROSS CONNECTION ..... 7
    - 1.2.11. CHANGING METER SERVICE ..... 8
- SECTION II POLICY MANUAL FOR UTILITY ACCOUNTS, BILLING, AND COLLECTIONS ..... 9
  - CHAPTER 1 SERVICE AGREEMENT AND DEPOSIT ..... 9
    - 2.1.1. SERVICE AGREEMENT FOR WATER UTILITIES..... 9
    - 2.1.2. INSPECTION OF PREMISES ..... 9
    - 2.1.3. UNAUTHORIZED SERVICE..... 10
    - 2.1.4. TRANSFER OF SERVICE..... 10
    - 2.1.5. RESPONSIBILITY FOR CHANGES IN SERVICE ..... 10
    - 2.1.6. TERMINATION OF SERVICE ..... 11
    - 2.1.7. APPLICABILITY OF UTILITY DEPOSITS..... 11
    - 2.1.8. AMOUNT OF DEPOSITS ..... 11
    - 2.1.9. REFUNDING DEPOSITS ..... 11
    - 2.1.10. DEPOSIT-EXEMPT STATUS ..... 11
    - 2.1.11. UNCLAIMED MONEY ..... 12
    - 2.1.12. LOST CHECKS ..... 12
  - CHAPTER 2 BILLING AND BILLING ADJUSTMENTS ..... 13
    - 2.2.1. APPLICABILITY OF BILLS ..... 13

2.2.2.	DELIVERY OF UTILITY BILLS .....	13
2.2.3.	READING AND BILLING CYCLES .....	13
2.2.4.	BILLING RATES.....	13
2.2.5.	PAYMENTS.....	13
2.2.6.	LATE PAYMENTS .....	13
2.2.7.	TESTING OF METERS .....	14
2.2.8.	ADJUSTMENT OF BILLS .....	14
CHAPTER 3 CREDIT AND COLLECTIONS POLICIES .....		16
2.3.1.	DELINQUENT ACCOUNTS.....	16
2.3.2.	NOTIFICATION OF DISCONTINUATION OF SERVICE .....	16
2.3.3.	DISCONNECTION OF SERVICE .....	16
2.3.4.	EXTENSION OF TIME TO PAY .....	17
2.3.5.	DISHONORED CHECKS AND DRAFTS.....	17
2.3.6.	RECONNECTION OF SERVICE .....	18
2.3.7.	SUMMARY OF DISCONNECTION POLICIES .....	18
CHAPTER 4 FRAUDULENT USE OF UTILITY SERVICES .....		19
2.4.1.	CUSTOMER'S RESPONSIBILITY FOR WWA PROPERTY .....	19
2.4.2.	RESALE AND/OR SUBMETERING PROHIBITED .....	19
2.4.3.	METERED SERVICE .....	19
2.4.4.	EVIDENCE OF UTILITY DIVERSION.....	19
2.4.5.	TAMPERING WITH SERVICE EQUIPMENT.....	19
2.4.6.	PENALTIES FOR UTILITY SERVICE DIVERSION .....	20
SECTION III DEFINITIONS .....		21
SECTION IV RATE AND FEE SCHEDULES .....		23

## **SECTION I GENERAL INFORMATION**

### **CHAPTER 1 TERMS AND CONDITIONS OF SERVICE**

#### **1.1.1. PURPOSE OF TERMS AND CONDITIONS OF SERVICE**

These Terms and Conditions of Service, as approved by the Washington Water Authority (WWA) Board of Directors, shall govern all technical aspects for the delivery of WWA's utility services and all policies concerning the maintenance of accounts, billing procedures, and credit and collections procedures for those services, and rate schedules pertinent to the various utilities. Revised sections supersede and cancel only those respective portions of previous Terms and Conditions of Service, or sections thereof as may be pertinent to the proposed revisions.

#### **1.1.2. APPLICABILITY OF TERMS AND CONDITIONS OF SERVICE**

WWA does not discriminate in providing services or establishing policy on the basis of race, age, gender, religion, disability, or type of service. These Terms and Conditions of Service and any modifications thereof and additions thereto lawfully made are applicable to all customers receiving utility service from WWA and to all standard service agreements and contracts now existing or which may be entered into by WWA, and to all rate schedules which from time to time, may be lawfully established.

WWA may decline to serve a customer or prospective customer until such customer has complied with the rules and regulations of Washington County and any and all applicable federal, state, municipal or other local laws, rules, and regulations.

WWA may deny or discontinue service to any customer for noncompliance with these Terms and Conditions of Service where it specifically provides.

#### **1.1.3. MODIFICATIONS TO TERMS AND CONDITIONS OF SERVICE**

WWA retains the right to amend these Terms and Conditions of Service or to make additional terms and conditions, as it may deem necessary.

#### **1.1.4. RESPONSIBILITY FOR PREPARATION AND ENFORCEMENT OF TERMS AND CONDITIONS OF SERVICE**

The Executive Director has primary responsibility for the preparation, revision, and enforcement of the service rules governing technical requirements. The Business Operations Director shall have the primary responsibility for enforcement of administrative policies and coordinating general policies related to utility accounts, billing and collections.

## **CHAPTER 2 GENERAL POLICIES**

### **1.2.1. ACCESS BY WWA'S AUTHORIZED AGENTS**

It is not required for authorized WWA employees to seek permission to enter a customer's property incidental to the supplying of utility service, including tree trimming and tree removal in utility easements, and for the purpose of reading, maintaining, servicing meters and other utility infrastructure. All authorized agents requiring access to the property of a customer will present identification upon request.

### **1.2.2. REFUSAL TO PROVIDE ACCESS**

Refusal on the part of the customer to provide access for WWA-authorized purposes after reasonable request shall be deemed to be sufficient cause for discontinuance of service. The customer will be notified by letter, if the premises are deemed inaccessible and will be asked to contact WWA within five (5) days to arrange for necessary access. Lack of response from the customer, may result in discontinuance of service without further notice.

### **1.2.3. METER SEALS**

No person, other than an authorized agent of WWA acting in an official capacity, shall break the seal on any meter unless lawful authority from WWA to do so has been granted.

### **1.2.4. RIGHT OF SELF-DEFENSE**

Authorized WWA employees and agents may use pepper spray, animal bite sticks or "Dog Dazer" for self-defense when necessary in the judgment of the employee. Threats to WWA staff/employees may result in discontinuance of service. In the event a threat is made, service may be discontinued and the appropriate law enforcement will be notified.

### **1.2.5. SPECIAL CONTRACTS**

WWA may require a special long-term contract when a customer's requirements for utility service are unusually large or necessitate a considerable amount of special or reserve equipment. Arrangements for special contracts will be made between the customer and Business Operations Director. The terms of any special contract shall supersede any language relevant to the terms of the contract as contained in these Terms and Conditions of Service.

### **1.2.6. DENIAL OF SERVICE**

WWA reserves the right to deny service to a customer, at any premises, until all delinquent utility billings for prior or current utility services incurred with WWA are paid. WWA shall not be required to provide service to a customer who uses an alias, trade name, business name, or the name of another person as a device to escape payment of an unpaid obligation for prior service.

### **1.2.7. DEFECTIVE CONDITIONS**

WWA reserves the right to discontinue service to any customer without advance notice when a defective condition of wiring, lines, or equipment upon the premises of the customer results, or is likely to result, in danger of life or property or in interference with proper service to others. Service to the customer will not be resumed until the defective condition has been remedied to the satisfaction of WWA. If such defective condition is the result of tampering with WWA equipment, other sections of these Term and Conditions of Service may also apply.

### **1.2.8. WATER LEAKS**

WWA will not be liable for any loss, damage, or injury whatsoever caused by leakage, escape, or loss of water after the same has passed through the meter, nor for defects in the customer's piping.

All pipes and fixtures on the customer's side of the meter shall be kept in good repair and free from leaks at the expense of the customer. WWA reserves the right to discontinue service for excessive leaks that remain unrepaired. In the event service is discontinued due to excessive leakage, service will not be restored until leak is repaired.

Under certain conditions as explained below, WWA may adjust the charge for residential house and/or irrigation-water charges when there has been abnormally large water consumption. First, the conditions that must be met before any adjustment can be considered are outlined. Second, the method of figuring an adjustment is described for those situations that meet the conditions that qualify for an adjustment.

#### **1. House Meter and/or Irrigation Meter**

The conditions for an adjustment of charges on a house meter to be considered are:

- i. The customer must have had service for the past twelve months.
- ii. There must be firm evidence of a leak on the customer side of the meter.
- iii. There must be an invoice from a plumbing company that repaired the leak, OR, for a leak repaired by the customer, a notarized letter from the customer stating the date of the leak, date of repair, and the location of the leak along with an invoice for parts.
- iv. The consumption must exceed the average consumption for the past six billings by at least twenty thousand gallons.

The procedures for calculating the adjustment of charges on a house meter are:

- i. The average consumption as calculated above will be billed at the standard WWA rate.
- ii. The remaining consumption will be billed at the actual contracted cost of the water to WWA from our wholesale provider.

The Executive Director has final authority on any exceptions or disputes regarding this policy.

#### **1.2.9. PRIVACY POLICY**

Pursuant to Act 186 of 2015 and Act 711 of 2017, Washington Water Authority adheres the following Privacy Policy for information pertaining to its customers:

“Personal Information (“PI)” means personal information of current and former WWA customers, without limitation:

- (a) home and mobile telephone numbers;
- (b) personal email addresses;
- (c) home and business addresses; and
- (d) customer usage data.

Disclosure or use of PI other than as permitted by the terms of any agreement or employment directive is prohibited; such information shall be used solely to perform contractual or employment obligations. PI shall be de-identified when at all possible; any PI that must be disclosed will be at the absolute minimal level. Appropriate safe guards will be used to prevent the use or disclosure of PI. Any unauthorized use or disclosure shall be reported within five (5) days of becoming aware of such. Contractors and designated employees shall make their internal practices, books, and records relating to use and disclosure of PI to WWA when requested. Upon termination or expiration, contractor or designated employee will return all PI to a designated representative of WWA.

This policy will not apply to requests for information from certified law enforcement officers acting in the scope and course of their respective duties. For purposes of this section, “certified law enforcement officer” means any law enforcement officer certified as such by competent state, tribal or Federal licensing authorities; it does not mean a bail bondsman or a private investigator. This policy will also not apply to municipalities who provide sewer service where WWA provides water service, provided that the municipality and WWA enter into an agreement that prohibits further disclosure of customer PI to any other person or entity.

#### **1.2.10. ANNUAL INSPECTION OF CROSS CONNECTION**

WWA, pursuant to Arkansas Department of Health standards, requires testing of any backflow prevention device attached to our system. All testing and reports shall be performed by a licensed backflow assembly testing technician, using methods as outlined under The Arkansas Plumbing code, and by a state certified tester. The procedure is as follows:

- (a) All water accounts which have a backflow prevention assembly must submit a certified test report at least annually. More frequent testing may be required if WWA determines that a special hazard exists.
- (b) Any repairs are the responsibility of the customer and must be done within 30

days of the customer receiving notification.

Failure to provide proof of repairs to WWA billing office within time period as outlined under (b) will result in disconnection of water service.

**1.2.11. CHANGING METER SERVICE**

In the event a customer wishes to change their meter size, a written request shall be written and submitted to the WWA office by the customer. All costs of materials and labor associated with the change in meter size shall be the sole responsibility of the customer.



## **SECTION II POLICY MANUAL FOR UTILITY ACCOUNTS, BILLING, AND COLLECTIONS**

### **CHAPTER 1 SERVICE AGREEMENT AND DEPOSIT**

#### **2.1.1. SERVICE AGREEMENT FOR WATER UTILITIES**

##### **Responsible Party:**

Each customer desiring water from WWA shall complete a service agreement in person at the WWA office.

Should the customer not be in the surrounding area at the time service is required, the customer may elect to complete the service agreement by electronic mail. Should the customer choose this option, the customer is responsible for transmitting to the WWA office the signed service agreement and a legible image of their photo identification. The customer shall follow up with a phone call to complete the deposit process by providing a credit or debit card to pay the required deposit amount via third party processor.

##### **Information and Identification:**

Completion and validation of the agreement is subject to the applicant providing their true name, mailing address, telephone number(s), or other identifying number, employer, next of kin not residing at the same address and such other information as WWA may deem necessary in order to ensure the effective billing and collection of each account.

Identification to substantiate the signature of the applicant and proof the applicant is at least eighteen years of age must be presented when the agreement is filed. A legible, valid copy of a lease or bill of sale may be required when a customer is applying for service. Refusal to provide requested information or identification or providing false information may result in denial or termination of service.

##### **Deposit, Payments and Fees**

Any necessary deposit shall be made at the time the service agreement is filed. Any balances in arrears, along with any fees must also be paid before utility service(s) can be connected.

#### **2.1.2. INSPECTION OF PREMISES**

WWA may, at its option, inspect the premises prior to final approval of any service agreement. If said premises are in conformance with these Terms and Conditions of Service and all applicable provisions of WWA Code, and the service agreement has otherwise been approved, the necessary connections and installations shall be made. However, the service agreement will be deemed not approved, if unacceptable conditions are found at the premises during the inspection. No service connections will be made until all such conditions have been corrected in accordance with all local, state, federal, and other laws, rules, and regulations.

### **2.1.3. UNAUTHORIZED SERVICE**

If WWA leaves utility service(s) connected at a vacant location, it does not constitute consent by WWA for use of such service without completion of a service agreement for the service(s). Nor is it permissible for occupants, whether authorized customers or not, to turn on services themselves or to cause service(s) to be turned on by anyone other than WWA personnel acting in compliance with these Terms and Conditions of Service.

Failure to complete the service agreement process will result in termination of service, in accordance with these policies. Occupants who have used service(s) without completing the required application process, shall be liable to WWA for the deposit amount, as well as for payment of bills resulting from usage's, estimated or actual, on all services available to the premises, billed at the prevailing rates. All relevant fees and charges must also be paid prior to any connection or reconnection of service(s) at that or any other premises.

Said occupants will be required to show a lease or bill of sale or other verifiable document showing when occupancy began and will be billed from the reading nearest the commencement date of occupancy. If no such document is available, billing will occur using the last available reading for the previous customer at the premises.

If it appears that metering was bypassed or other evidence of tampering is found, service will be discontinued immediately, without advance notice. Further, WWA may estimate usages and bill charges, including charges assessed for damage to WWA property, together with any other outstanding utility bills, must be paid prior to any connection or reconnection of service at that or any other premises in addition to the Tamper Fee.

### **2.1.4. TRANSFER OF SERVICE**

Neither the agreement for service, nor the associated deposit is transferable from one person to another. Service at a new location for a customer moving within the WWA service area may be established by transfer of the current deposit. The transfer can only be made by the responsible person listed on the account. A new standard connection will still have to be paid for each new service.

Service will not be connected if, on the date for which a connection is requested, there exists or will exist any past due balance on any current or prior utility accounts.

### **2.1.5. RESPONSIBILITY FOR CHANGES IN SERVICE**

It is the responsibility of the customer to notify WWA of any changes in occupancy that will affect the billing and/or service of the customer. Changes may be requested in person, by telephone, or in writing. However, WWA will not be responsible for any error or omission in account changes if the requests for change are not made in writing. For requests necessitating connection of service, the customer must contact WWA and may be required to complete a new service agreement and tender a new deposit in accordance with these terms.

#### **2.1.6. TERMINATION OF SERVICE**

When a customer elects to terminate service, it is the responsibility of the customer to notify WWA as to the day such termination is desired. WWA may disconnect service at any time after 8:00 a.m. on the day for which the disconnection is requested.

WWA will read the appropriate meter(s) on the requested termination date and disconnect the service. A final bill will be prepared as a result of the final reading(s) and mailed to the current or forwarding address of record. Any outstanding security deposit will be applied to the final bill.

If service has been disconnected according to a customer's request and the customer then requests the service reconnected for any reason, the customer must present verification the reconnection is duly authorized by the responsible party for the account. All appropriate fees must be paid and a new disconnection date scheduled before service will be reconnected.

#### **2.1.7. APPLICABILITY OF UTILITY DEPOSITS**

Every potential customer requesting utility service from WWA may be required to make a deposit with WWA. A deposit may be made for every completed service agreement and for each separate premises, except as may be otherwise specified in these terms and conditions.

In the event a customer discontinues service, or the account is otherwise closed, the deposit will be credited to the customer's account in the amount of the outstanding deposit. A potential refund shall not be used in lieu of tendering a new deposit for service at a new WWA address, except as may be otherwise specified in these terms and conditions. If a meter or meters located on the premises are damaged in any way, except by ordinary wear and tear, as ascertained by the appropriate utility manager, the whole of the deposit or as much thereof as is necessary to pay for repair of damages shall be deducted from the deposit before any refund is made.

#### **2.1.8. AMOUNT OF DEPOSITS**

For the purpose of guaranteeing payment of the final utility billing, a customer deposit shall be required at the time the service agreement is completed, and before service is installed. The amount of such deposit shall be determined according to the current deposit schedule. Deposits for landlords

#### **2.1.9. REFUNDING DEPOSITS**

When a utility account is closed, all outstanding deposits associated with that account shall be credited toward the final utility bill. Any balances remaining will be sent to the customer, however, a check will not be issued for any balances less than one dollar.

#### **2.1.10. DEPOSIT-EXEMPT STATUS**

Federal, state, county, municipal agencies and public schools shall be exempt from posting deposits with WWA.

#### **2.1.11. UNCLAIMED MONEY**

If a deposit refund check is returned to WWA, all reasonable attempts will be made to contact the customer. If the check cannot be delivered, the WWA staff shall attempt to locate another active utility account with WWA that is in the customer's name and apply the credit to that account. If there are no other active utility accounts, the check will be handled in accordance with prevailing and applicable State regulations.

If a credit balance should arise on a utility account for any reason, the Utility Billing and Collections staff shall attempt to locate an active utility account in the customer's name. If one is located the credit shall be transferred to that account. If the customer does not have another active utility account, a check will be created and mailed to the most recent address according to the utility billing system. If this check is returned, after all reasonable attempts have been made to contact the customer, the check will be handled in accordance with prevailing and applicable State regulations.

#### **2.1.12. LOST CHECKS**

When utility refund checks of any nature have been sent to the last known address of a utility customer, but have not been received by the customer, WWA may, at its option and after a reasonable amount of time has elapsed, issue a "stop payment" request to the bank on which the lost check was drawn, and initiate those internal procedures appropriate for reissuing the check. The customer may be responsible for the stop payment charges according to the fee schedule if the customer chooses to request immediate reissue of the check.

## **CHAPTER 2 BILLING AND BILLING ADJUSTMENTS**

### **2.2.1. APPLICABILITY OF BILLS**

No person shall use any utility service provided by WWA without paying for same.

### **2.2.2. DELIVERY OF UTILITY BILLS**

WWA may mail a bill for utility services to the address at which service is taken or to other such address as designated by the customer.

Delivery is deemed to have taken place when, according to WWA's records, a bill or any notice containing billing or delinquent information has been properly delivered to the U.S. Postal Service or via electronic mail if selected by the customer.

Failure to receive a duly delivered bill or other notice in no way exempts a customer from liability for payment of any amount due.

### **2.2.3. READING AND BILLING CYCLES**

WWA meters will typically be read at monthly intervals of not less than twenty-five days and not more than thirty-five days; billing for service will normally be submitted to customers monthly.

Should it not be possible to read meters for each billing period, WWA may submit an estimated bill to the customer, based on previous usage and other available information, to be adjusted, as necessary, when the next actual reading is obtained.

### **2.2.4. BILLING RATES**

WWA's standard rate schedules (SECTION IV: Rate and Fee Schedules) state the conditions under which each rate for each service is available. They also state the terms or period for which each is established.

### **2.2.5. PAYMENTS**

WWA accepts checks, money orders, and credit or debit cards (via third party processor) for payment of utilities. Should a customer believe their account has not been properly credited for a payment; the customer should contact the WWA office immediately. When contacting WWA, the customer must have either a receipt or proof such as a canceled check to receive credit. Any overpayments on customer accounts will remain as credit on the account until such time that the service is ended and the deposit is applied. Only then will a refund check be issued.

### **2.2.6. LATE PAYMENTS**

If the balance of each monthly bill is not received in the billing office on or before the Due Date, as printed on each bill, a late payment charge shall be added to the current bill.

Each late charge applied to a utility account, whether due to non-payment or late

payment, shall cause a late payment indicator to be created within the customer's master utility account record.

#### **2.2.7. TESTING OF METERS**

It is the responsibility of the utility to maintain all meters related to the appropriate utility in good repair and proper working condition without cost to the customer, except where the customer may become liable, as stated in these Terms and Conditions of Service. All meters shall be inspected and tested as often as deemed necessary and sufficient by WWA in order to ensure their good working condition and accurate calibration. WWA may replace any meter, at any time, at its option.

WWA will submit the meter to the supplier for evaluation to test the accuracy of any customer's water meter after receipt of a written request from the customer and prepayment of the stipulated meter test fee and shipping costs. The customer will be provided with the test results.

If the tested meter is found to be more than two percent incorrect, causing the customer to be over billed, WWA shall credit the meter test fee, correct the billing as set for the in these Terms and Conditions of Service, and shall replace or adjust the meter. In the case where the tested meter is found to be more than two percent incorrect, causing the customer to be under billed, WWA shall not credit the meter test fee, however it will correct the billing as set for the in these Terms and Conditions of Service, and shall replace or adjust the meter.

If the tested meter is found to be within the accuracy limits of two percent, whether slow or fast, WWA will not credit the meter test fee, nor make any adjustment to the account's billing.

#### **2.2.8. ADJUSTMENT OF BILLS**

If the results of any meter test, whether requested by the customer or performed at the option of WWA, show that a meter registers inaccurately by more than two percent, fast or slow, WWA will correct the customer's utility billing, using the percentage of error as the factor for calculating adjustments:

1. Fast Meters: WWA shall credit to the customer's account the amount overcharged during the previous billing periods, not to exceed twelve months.
2. Slow Meters: WWA may charge for the services(s) consumed, but not included in bills previously rendered, for a period not to exceed twelve months.
3. Clerical/Technical Errors, Adverse to WWA: If a meter or account record is found to have an incorrect register, connection, multiplier, or constant, or if a meter is found not to register or to have been registering intermittently for any period, or if a clerical error of any nature has been made on the account, the error shall be corrected and the account adjusted. Billable usage may be estimated based on such information as is available from WWA's records and as is deemed reasonable in comparison to previous usage at the same account or similar usages at comparable accounts.

4. Clerical/Technical Errors, Adverse to the Customer: When the error is adverse to the customer, a credit adjustment will be made to the account for the amount charged due to incorrect metering or due to errors in billing calculations for the period that the bills were in error, but not to exceed twelve months. When the error is adverse to WWA, WWA may charge the customer the undercharge for the utility service incorrectly metered or billed for the period that the bills were in error, but not to exceed twelve months.
5. Minimum Adjustment: No billing adjustment will be made where the full amount of the adjustment is less than \$1.00
6. Payment of retroactive Billing: WWA may accept installment payments for account adjustments issued due to meter, billing, or technical errors. The maximum period for such installment payments to be spread may equal, at the discretion of the General Manager, the same amount of time over which the error existed, but not to exceed twelve months
7. Objections to Retroactive Billing: If the customer should object to retroactive billing, the objection should be made in writing to the Billing and Collections office on or before the due date specified for payment of the retroactive billing. Non-payment of the disputed amount will not cause the account to be subject to disconnection; however, the maximum objection period is limited to three months. Thereafter, the account may become subject to disconnection, even if the dispute is unresolved.
8. Payment during Dispute: During the period of dispute, applicable minimum charges and all properly billed subsequent charges shall be due and payable on each respective due date. Service will become subject to disconnection, if current charges become delinquent, even if resolution of the disputed amount is still pending.
9. Routine Testing: These procedures shall not apply to routine testing and/or replacement of meters.
10. Multiple requests for visits to your property for testing, leak checks, or any other service calls requested in excess may result in a \$25 fee per trip.

## **CHAPTER 3 CREDIT AND COLLECTIONS POLICIES**

### **2.3.1. DELINQUENT ACCOUNTS**

Charges for utility service shall be due and payable monthly on such dates as determined by WWA's Billing and Collection Department. Each customer's monthly bill shall have printed thereon the date on which payment is due in full. If a monthly bill is not paid by the indicated date, a late payment charge is assessed, and the account is delinquent and becomes subject to disconnection.

### **2.3.2. NOTIFICATION OF DISCONTINUATION OF SERVICE**

In the case of disconnection of service due to non-payment of account, the following procedures shall apply, except as otherwise provided for in these policies:

### **2.3.3. DISCONNECTION OF SERVICE**

#### **Disconnects with Prior Notice**

WWA may discontinue utility service to a customer for reasons set forth below, as long as notice of impending discontinuation of service has been delivered to the postal service. Customers enrolled in the eBill service will be notified via this service.

Failure to accept or acknowledge notification shall not be cause for delay of the disconnection. Disconnection may take place anytime during normal working hours on or after the day designated for disconnection.

- a. Non-payment of any bill, or any portion of a bill, properly rendered by WWA to the customer at any premises for any utility service.
- b. Refusal by the customer to provide reasonable access for WWA personnel to read, service, or otherwise maintain WWA equipment located on the customer's premises, in accordance with these policies.
- c. Violation of or non-compliance with an approved rule of service of WWA, including these Terms and Conditions of Service.
- d. Violation of or non-compliance with any rule or regulation of any applicable federal, state, municipal, or other local laws, rules, or regulations.
- e. Failure by the customer to complete a service agreement or furnish a deposit.
- f. Failure by the customer to complete a service agreement in the true name of the customer.
- g. Checks or bank drafts returned by a bank unpaid for any reason.

#### **Disconnects with Simultaneous Notice**

WWA may discontinue utility service without advance notice to a customer for any of the reasons set forth below. However, notice will be posted at the premises at the time of discontinuation of service, indicating the reason for disconnection.



- a. Existence of a dangerous or defective condition of wiring, plumbing, or utility-related equipment on the customer's premises.
- b. Fraudulent use of service.
- c. Tampering with WWA's regulating and measuring equipment or other property.

#### **Disconnects without Notice**

Under the following conditions, utility service may be disconnected without notification, either prior or at the time of disconnection. Notice of the original disconnection date will have been made in writing at the time that the related agreement was signed, a copy of which was then given to the customer.

- a. Expiration of a Temporary Service Agreement
- b. Failure to comply with the terms of an Extension Agreement.

#### **2.3.4. EXTENSION OF TIME TO PAY**

If a customer is unable to pay an outstanding amount on a utility bill and is in danger of service being disconnected, the customer may request an extension of up to fourteen calendar days to pay the account provided an Extension Agreement is completed and signed. The extension agreement shall include the complete amount past due.

Only two (2) Extension Agreements may be granted in any twelve (12) month period. Failure to comply with the terms of any extension agreement will result in disconnection of service without further notice. The customer will not be eligible for any additional extensions for twelve months following a broken extension.

#### **2.3.5. DISHONORED CHECKS AND DRAFTS**

In the event a customer should offer for payment for any utility bill, deposit, fee, or portion thereof, by means of a check or bank draft which is not honored by the payer's bank for any reason, a returned check service charge shall be charged.

Notification shall be sent to the customer's mailing address, email address, or by text alert that a check or draft has been returned unpaid by the bank. The notice shall state the customer has five business days from the date of the letter to replace the check and pay all fees associated with the dishonored check. Failure to replace the dishonored check or draft with certified check, cashier's check, or money order by the date indicated shall be disconnected.

If two dishonored checks or drafts have been tendered to WWA as payment for utility service within any of the last twelve months, payment by any such customer for the next twelve months of service shall be accepted only when tendered by certified check, cashier's check or money order.

After the customer is no longer precluded from presenting checks for payment of utility billings, should that customer again have two checks or drafts returned within a twelve-month period, payment by any such customer for the next twenty-four months

of service shall be accepted only when tendered by certified check, cashier's check or money order. The third time a customer has two checks or drafts returned within a twelve-month period, payment by any such shall be accepted only when tendered by certified check, cashier's check or money order.

WWA reserves the right to contact the payer's bank to ensure that sufficient funds are available to cover the amount of any check or draft.

#### **2.3.6. RECONNECTION OF SERVICE**

When any utility service has been disconnected, reconnection shall occur only upon certified correction of the condition that caused the disconnection, including payment of the total current account balance, all fees and/or deposits.

#### **2.3.7. SUMMARY OF DISCONNECTION POLICIES**

- a. Service will not be disconnected when weather forecasts indicate that the temperature will rise to one hundred degrees Fahrenheit or above.
- b. Payment of all past due amounts made before 8:00 a.m. the day of disconnection will stop disconnection.
- c. Returned checks and drafts are to be paid with cashier's check, money order or credit card via third party processor by the end of the business day indicated on the notice mailed to the customer.
- d. Once service has been disconnected, payment of the entire balance on the account, together with the appropriate fees and deposits, is required before service is resumed.
- e. All payments must be made through the WWA Office staff during normal operational hours. Field staff will not collect payments in the field. All payments made after 3:00 p.m. requesting same day reconnect will be subject to after-hours reconnection fees.
- f. Agreements granting extensions of time for payments on an account must be approved by the Business Operations Director or Executive Director.

## **CHAPTER 4 FRAUDULENT USE OF UTILITY SERVICES**

### **2.4.1. CUSTOMER'S RESPONSIBILITY FOR WWA PROPERTY**

No person shall deface, damage, or destroy any WWA property. No regulating or measuring equipment or other property or equipment owned by WWA, wherever situated, whether upon the customer's premises or elsewhere, shall be tampered with, removed, worked on, or interfered with, either for the purpose of adjustment or otherwise, except by authorized representatives of WWA acting in their official capacity.

The customer shall be responsible for all damage to or loss of WWA property located on the premises of said customer, unless the damage or loss is proven to be beyond the customer's control. In addition, the customer shall be responsible for any and all costs incurred by WWA in the removal, relocation, or modification of WWA's property, equipment, or facilities when such removal, relocation, or modification has been necessitated by some act of the customer and results in inaccessibility, danger, or interference with utility service.

### **2.4.2. RESALE AND/OR SUBMETERING PROHIBITED**

Utility service delivered to customers shall be for use upon the premises of the customer only and shall not be resold or delivered for use off the premises of the customer or shared with others. No person shall allow sub-metering for any utility service without express, written authorization and consent by WWA. This rule may be waived by special contract with WWA.

### **2.4.3. METERED SERVICE**

It shall be unlawful for any person to receive or use any water utility service from WWA's water distribution systems which has not passed through a meter. All meters must meet all WWA specifications and all the provisions of these Terms and Conditions of Service.

No person shall install piping or wiring or make such connections or attach pipes or wires to service lines in such a manner that service may be obtained without being supplied according to these Terms and Conditions of Service.

### **2.4.4. EVIDENCE OF UTILITY DIVERSION**

Proof of the existence of or an attempt to create any bypass, tampering, or unauthorized metering shall be deemed prima facie evidence that the customer at the premises where such bypass, tampering, or unauthorized metering or an attempt thereof occurred, if it is proved that the customer is an occupant of the premises and that said customer had or controlled access to the meter or other utility equipment where the bypass, tampering, or unauthorized metering or attempt thereof occurred.

### **2.4.5. TAMPERING WITH SERVICE EQUIPMENT**

It shall be unlawful for any unauthorized person to turn on service or otherwise tamper with shut-off devices on WWA metering equipment in any way, form, or manner.

Tampering, bypassing, or unauthorized use of a meter, which is both subterfuge and a possible safety hazard, shall be grounds for immediate disconnection of service. Notification shall be delivered to the premises at the time of discontinuation of service. Service shall not be reconnected until any and all deficiencies in wiring, connections, meters, or other facilities at the premises have been repaired, corrected, or otherwise altered to conform to the requirements of all applicable ordinances, rules, and regulations.

In addition, all charges and bills, whether current, past due, and/or estimated, must be paid in full before service is restored. The amount of deposit shall be reviewed and shall be subject to change, as if the account were being activated for new service; however, any new deposit amount stipulated as a result of this review shall under no circumstances be less than any currently-existing level of deposit.

**2.4.6. PENALTIES FOR UTILITY SERVICE DIVERSION**

WWA may estimate any and all usage not recorded as a result of tampering, bypassing, and/or unauthorized metering and bill an amount resulting from the estimated calculations. Such estimations may be derived from actual usage for the same account at a time when usage was known to be accurate, or in comparison with any other premises of a similar size or nature, or in accordance with any other method that the Business Operations Director shall deem prudent and reasonable.

In addition, the customer is subject to the following Fee schedule. These fees will remain with the property and the water service will not be reconnected for any customer, tenant or property owner until the fees are paid in full. After the 3<sup>rd</sup> tamper offense, WWA will completely remove water meter setter from the property. WWA will seek prosecution for any utility diversion/tampering.

1 <sup>st</sup> Offense:	\$250.00
2 <sup>nd</sup> Offense:	\$500.00
3 <sup>rd</sup> Offense:	\$1,500.00

### SECTION III DEFINITIONS

<b><u>TERM</u></b>	<b><u>DEFINITION</u></b>
BUSINESS OPERATIONS DIRECTOR	shall mean the party chiefly responsible for, among other duties, ascertaining deposit amounts, assuring the accuracy of account maintenance and timely distribution of utility bills, overseeing credit and collection procedures, and reviewing the activities of the meter reading and utility staff, as designated by the Executive Director.
BYPASS or BYPASSING	shall mean any device, or contrivance connected to the water supply system or any part thereof, so as to transmit, supply, or use any water without the water passing through an authorized meter for measuring or registering the amount of such water.
CUSTOMER	shall mean any person, firm, partnership, corporation, agency, or legal entity, including authorized agents or employees of an owner, who has assumed responsibility for and/or receives utility service of any nature for any given premises.
EXECUTIVE DIRECTOR	shall mean the party chiefly responsible for, among other duties, providing oversight to WWA
DWELLING UNIT	shall mean any living unit containing kitchen appliances and facilities used for residential dwelling, either continuously or part-time. A weekend cabin or mobile home is a dwelling unit.
LEGAL HOLIDAY	shall mean those days declared by the Quorum Court or WWA Board of Directors to be days on which WWA offices are not open for business.
METER	shall mean any device or devices, installed and approved for use by WWA, used to measure or register water or waste water consumption
NORMAL WORKING HOURS	shall mean the hours of 8:00 a.m. to 4:30 p.m., Monday through Friday, with the exception of legal holidays.

POINT OF DELIVERY	shall mean the point at which the utility supply system of WWA connects to the piping system of the customer.
PREMISES	shall mean any piece of land or real estate or any building or other structure or portion thereof or any facility where any utility service is furnished to a customer, including dwelling units as defined herein.
SANITATION	shall mean garbage or refuse collection service furnished by or for WWA.
SERVICE OR UTILITY SERVICE	shall mean the supplying by WWA water, waste water, sanitation, fire sprinkler service, or any combination thereof.
SUMMER SEASON	shall mean customer usage months beginning May 1 and ending October 31 of each year.
TAMPER OR TAMPERING	shall mean damaging, altering, adjusting, or in any manner, interfering or obstructing the action or operation of any meter provided by WWA for measuring or registering the amount of utility service passing through the meter.
UNAUTHORIZED METERING	shall mean the installation, connection, moving, reconnection, removal, or disconnection of any meter or metering device for utility service by any person other than employee of WWA acting in an official capacity of WWA or other designated parties acting on the behalf.
WATER	shall mean the water service furnished by WWA.
WINTER SEASON	shall mean customer usage months beginning November 1 and ending April 30 of each year.

## **SECTION IV RATE AND FEE SCHEDULES**

Current water rates can be found through the WWA Webpage as linked below:

<https://washingtonwater.org/rates-and-policies>

Additional information pertaining “Water Taps” for new service and additional Billing Policy information can also be found at the web address.