

**CONTRACT FOR UTILITIES
REQUESTING INFORMATION ON AN ACCOUNT
DISCONNECTING SERVICE**

- (1) Customers requesting any utility service will be required to complete a contract for service(s) and provide two forms of identification: a picture identification such as driver's license, non-driver's identification, state or U S Government identification card or Medicaid or Medicare card along with a social security card.
- (2) Customers applying for service must be at least eighteen (18) years old.
- (3) A notarized application is required if it is not signed in person at the Water Board office.
- (4) Customers requesting more than one name on the account will be required to provide the proper identifying information on those individuals.
- (5) Customers will be required to provide a signed copy of a lease in the case of rental property. Property owners will be required to provide proof of ownership.
- (6) Anyone requesting information on an account must provide proper identification before information can be released unless the customer service person has actual knowledge of the person's identity.
- (7) Information on an account may only be released to persons listed on the account or if person has power of attorney or other legal documents that authorizes them to access the account.
- (8) Anyone requesting a service to be disconnected and to change information on the account must provide proper authorization to do so.
- (9) Services applied for after 3:00 p.m. will be turned on the next business day.
- (10) There shall be no more than one residence or one business connected to any one metered service. This does not apply to accessory structures adjacent to the primary structure.

**REQUEST FOR TEMPORARY SERVICE OR
TEMPORARY DISCONNECTION OF SERVICE**

- (1) Customers requesting temporary service (i.e. home owner for temporary cleaning or maintenance or realty company showing a house for sale) for a period not to exceed thirty (30) days will be required to complete an application and will be charged a \$25.00 account origination fee for each service requested.

- (2) Customers who request an additional meter for a sprinkler system for seasonal use will be required to complete an application and will be charged the standard tapping fee along with \$100.00 account origination fee. New sprinkler meters will be added to the existing account.

INTERRUPTION OF SERVICE

The Winfield Water Works and Sewer Board will use reasonable diligence in supplying utility service, but shall not be liable for breach of contract in the event of, or for loss, injury, or damage to persons or property resulting from interruption of service, excessive or inadequate pressure, or otherwise satisfactory service, due to shutting off or opening valves as a result of line breakage or connections to main lines.

RELOCATION OF METERS

The Winfield Water Works and Sewer Board shall at the request of the customer, relocate water meters, if practicable. The customer shall reimburse the utilities for such changes at actual cost, including appropriate overheads and a service fee.

RETURNED CHECK/BANK DRAFT FEES

- (1) A fee of \$30.00 will be charged for each check or bank draft that has been presented as payment for any service provided by Winfield Water Works and Sewer Board and has been returned by the issuing bank unpaid. An attempt to notify the customer of the returned check or bank draft will be made by telephone when available. No representation is made by Winfield Water Works and Sewer Board that they are obligated to substantiate that the notification attempt was received by the customer. The customer shall have (48) hours from receipt of the returned instrument to redeem the item by cash or certified funds. If payment is not received within (48) hours from receipt of a returned instrument, service will be disconnected and a certified letter will be sent to the customer as required by law notifying them they have 10 days to pick up the returned item and pay all applicable fees before being turned over to the District Attorney. An account that has been disconnected due to a returned item will be subject to the standard reconnection fees.
- (2) Any customer or person presenting one check or two bank drafts for payment of utilities which are returned unpaid within a one (1) year period shall be unable to issue a check for payment on their account for the subsequent twelve (12) month period. During this period their account must be paid by cash or certified funds. A certified letter will be sent to any customer upon receipt of an unpaid check informing the customer of the period for which checks will not be accepted as payment on their account.
- (3) The only exception to the returned check or bank draft fees shall be a

bank/financial institution error. The bank/financial institution shall be required to certify that the returned check or bank draft was a bank error and the reasons for it.

SUSPENSION OF SERVICES

- (1) Utility bills are due by the 15th of the month by 4:30 p.m. A 15% penalty will be added to utility bills not paid by the due date.
- (2) If an account is not paid in full by 4:30 p.m. on the 25th of the month a service fee of \$50.00 per account will be added and the service will be disconnected. To have the services re-connected, the account shall be paid in full to include the service fee by cash payment only. If the account remains unpaid by the 3rd day of the following month, the account will be closed. To re-establish service, an account origination fee will be required and any unpaid balance in the customer's name shall be paid.
- (3) Winfield Water Works and Sewer Board may refuse to connect or may discontinue service for the violation of any of its Rules and Regulations, or for violations of any of the provisions of Rates and Charges. Service may be discontinued for theft of any utility service or the appearance of theft devices on the premise of the customer. The discontinuance of service as stated in this rule does not release the customer from his obligation to Winfield Water Works and Sewer Board for the payment of minimum bills as specified in application of customer or contract with customer.

COMMERCIAL/INDUSTRIAL CUSTOMERS/BUSINESSES

The following items are required;

- (1) A surety bond (requires a 60-day notice of termination with Winfield Water Works and Sewer Board) or a letter of credit (requires an automatic renewal with a 90 day notice of termination) from all commercial and industrial customers. (i.e. construction projects, poultry houses, restaurants, or any business with high consumption).
- (2) Provide proof of occupancy.
- (3) Federal tax identification number, contact name, address and phone number (if account will be in corporation's name).
- (4) Valid Driver's License.
- (5) Tax exempt certificate if applicable.

TAPPING FEES

Tapping fees are required for new and upgraded water and sewer service connections.

TAMPERING FEES

Tampering fees shall be charged to accounts when locking devices have been broken or tampered with, when meters have been turned on after being turned off for nonpayment or anytime the meter has been tampered with by any unauthorized person.

POINT OF DELIVERY/ REQUIREMENTS/RESPONSIBILITY

- (1) The point of delivery for water is to the meter and for sewer service the tap. Any piping or equipment from the meter to the point of use and any piping or equipment from the tap to the source of the sewer will be the customer's responsibility to maintain at no expense to the Winfield Water Works and Sewer Board .
- (2) The Winfield Water Works and Sewer Board shall determine the size of service line on all installations of water supply. The cost shall be according to the rate schedule.
- (3) All meters, service connection, and other equipment furnished by the Winfield Water Works and Sewer Board shall be, and remain the property of the Winfield Water Works and Sewer Board . The customer shall provide a space for and exercise proper care to protect the property at its premises and in the event of loss or damage to the property arising from neglect of the customer, the cost of necessary repairs or replacements shall be paid by the customer. In the event the meter has been tampered with or the seal broken, the water and sewer service to the customer may be discontinued until a fee of not less than \$25.00 is paid for servicing the meter.
- (4) The Winfield Water Works and Sewer Board's identified employees shall have the right of access to customer's premises at all reasonable times for the purpose of reading meters, testing, repairing, removing or exchanging any or all equipment belonging to the Winfield Water Works and Sewer Board .
- (5) ***The customer shall furnish and maintain a private cut-off valve for water on the consumer's side of the meter. The utility will provide a cut-off on the utility side of the meter to be used only by the utility personnel.***
- (6) Water furnished by the Winfield Water Works and Sewer Board shall be used for consumption by the consumer, members of the household and employees. The consumer shall not sell water to any other person.

AFTER HOURS CALL-OUTS

- (1) Customers requesting a service call after hours for any service will be charged \$50.00 dollars. If it is determined that the problem is with the utility department, the charge will be waived.
- (2) All new services applied for after 3:00 p.m. will be turned on the next business day. If the customer requests the service turned on the same day after 3:00 p.m. a service charge of \$50.00 will be charged if service is turned on the same day after said deadline.
- (3) Customers requesting after hours reconnection of service after being disconnected for nonpayment will be charged \$50.00 for said after hours service.
- (4) Before any service is reconnected after hours, the utility employee shall verify the account has been paid in full.