

# City of Big Sandy Utility Services Policies

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## 1. Application for Service

Service Application and Agreement must be filled out completely and Utility Deposit paid in full prior to connection for service.

## 2. Deposits

- Only one deposit is required for each utility connection.
- The name of the applicant and/or co-applicant cannot be changed unless both the applicant and/or co-applicant agree to the change in writing.
- Deposits are not transferable unless written proof of marriage, death or divorce can be presented and kept on record. If the amount of the transferred deposit is less than the current deposit, new customer must pay the difference to meet the current deposit requirement set by the City Council and listed below.
- Additional Deposit: If a customer is on the disconnect list more than (3) three consecutive times, the customer may be required to pay an additional deposit equal to or greater than the original deposit amount to continue service.
- Deposits are not required for temporary service for up to (3) three days for cleaning, repairs, or real estate inspections.
- Deposits may be transferred when a customer relocates from one address to another after a transfer fee of \$25 has been paid.
- Refund: Upon disconnection of service, the deposit will be applied to the final utility bill and the balance of the deposit (if any) will be mailed to the customer's forwarding address within 15 business days.
- Deposit fees are:
  - Residential: \$150
  - Commercial: TBD based on business

## 3. Connection

After an applicant has completed the application for service and paid the applicable deposit, a work order shall be written up for connection the same day, if possible, and the customer shall be added to the utility billing software within three (3) business days.

If an attempt to connect service results in a meter not pressuring up, the City representative will leave a door hanger to let the customer know why service was not connected with instructions to call City Hall at 903.636.4343 to make an appointment to attempt connection with the customer present.

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## 4. Bills

- Meters will be read around the 15th day of each month.
- Utility bills will be mailed on the 2nd business day before the end of the month (usually the 28th day).
- If a customer does not receive a utility bill by the 3rd day of the month, it is the customer's responsibility to come by or call City Hall at 903.636.4343 to get the balance on their account. The customer is responsible for notifying the city of any address changes.
- All utility bills are to be paid in full by 4:30 p.m. on the 20th of the month. If the 20th falls on a Saturday, Sunday, or federal holiday, payment must be made by 4:30 p.m. on the next business day or service will be subject to disconnection.
- Adjustments to utility bills can only be made after the Utility Bill Adjustment Request form is completed by the customer(s) AND approval is granted by the City Council.

## 5. Payments

Utility bill payments can be made by mail, over the phone and at City Hall. Public Works Maintenance employees are not allowed to accept utility bill payments.

- Cash
- Check:
  - No temporary or two party checks will be accepted.
  - Checks will only be presented for payment one time.
  - If a check presented for payment of utility services is returned for insufficient funds, a \$35 fee will be added to the customer's account and the customer is subject to immediate disconnection of service.
  - Once a customer presents an insufficient funds check, the City will no longer accept checks from that customer.
- Credit Card
  - Customers can have their monthly utility bills drafted by credit/debit card once the Direct Pay Authorization Agreement has been completed and accepted by a City representative.

## 6. Penalties

- From the 1st through the 10th of the month: NO PENALTY
- From the 10th through the 20th of the month: 10% penalty will be assessed.
- After 4:30 p.m. on the 20th of each month, a \$40.00 delinquent fee will be assessed and utility service will be subject to disconnection for non-payment.

## 7. Extensions

Extensions on utility bills may be granted once a month. An Extension Agreement must be completed before the 21st of the month, which is disconnect day. If the 20th falls on a Saturday, Sunday, or federal holiday, the Extension Agreement must be signed by 4:30 p.m. on the next business day or service will be subject to disconnection. No extensions will be granted after that date.

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## 7. Extensions continued

If an extension is granted, **payment can be extended to the last business day of the month** and a \$25 extension fee will be applied to the customer's utility bill. If a customer fails to uphold the Extension Agreement, utility service can be disconnected and will not be reconnected until the customer pays the past due balance plus the \$40 disconnect fee.

## 8. Disconnection

- **For non-payment**  
Disconnection can occur if payment for a utility bill is not received by 4:30 p.m. on the 20th of each month. If the 20th falls on a Saturday, Sunday, or federal holiday, payment must be made by 4:30 p.m. on the next business day or service will be subject to disconnection.
- **For discontinuation of service**  
Service can be disconnected after a Disconnection of Service Request form has been completed and accepted by a City representative.

## 9. Reconnection

Utility services can be reconnected once any delinquent balance on a customer's account (including all incurred fees) has been paid in full.

If reconnection is requested after hours, which is considered Monday through Friday after 4:30 p.m. or on Saturday and Sunday or federal holiday, there will be an additional \$40 after hours fee charged. Customers can call 903.636.4200 to arrange after hours reconnections.

## 10. Water Meter(s)

Water Meters are the property of the City of Big Sandy and are at all times subject to the City's control and inspections.

1. The City of Big Sandy considers all meters to be operating in an accurate manner until proven otherwise, and reserves the right to change-out a water meter at any time for any reason.
  2. Customers may request (1) one confirmation of their meter reading at no charge per month.
  3. Customers may request the testing of their water meter. If the meter test results show that the meter is accurate according to the standard set by the American Water Works Association, the customer will be charged the current rate paid by the City of Big Sandy for the meter test. If the test shows a failing meter, the City reserves the right to bill the customer for utility services based on the previous (3) three months consumption before the failure occurred.
  4. **Any unauthorized connection or reconnection of utility services constitutes tampering** and is punishable by law. Customers guilty of tampering are subject to:
    - **Immediate disconnection of utility services**
    - **Tampering Fees:**
      - **1st Offense: \$100 Tampering Fee plus court costs**
      - **2nd Offense: \$200 Tampering Fee plus court costs**
- Service can be reconnected when the delinquent balance on a customer's account (including all incurred fees) has been paid in full.

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## 11. Utility Bill Adjustments

1. **Time for Application:** Application for a utility bill adjustment must be made within thirty (30) days from the billing date.
2. **City Form Required:** Adjustments to utility bill(s) can only be made after the Utility Bill Adjustment Request form is completed by the customer(s) AND approval is granted by the City Council. Each request will be reviewed and processed by the City Council at their next regular scheduled meeting.
3. **Frequency of Utility Bill Adjustment:** No more than one (1) application for adjustment may be considered by the city per water meter in any twelve (12) month period, unless consolidating applications for two (2) consecutive billing periods per subsection 5 of section 12. Water Leaks.
4. **Basis of Adjustment:** Adjustments will be made based on the customers' "normal usage" which is calculated as the average number of gallons used during the previous twelve (12) billing periods. If the customer does not have at least twelve (12) previous bills, then the adjustment will be based on available data.
5. Adjustments requests will not be granted for changes in water usage patterns such as watering of a lawn or garden, the filling of pools or hot tubs, or increased usage due to visitors and/or guests of the customer(s).

## 12. Water Leaks

1. **Customer Responsibility:** It is the customer's responsibility to maintain all water and sewer lines on their property from the point where it connects to the City main or meter.
2. **Request for Utility Bill Adjustment:** In the event a leak or failure of a private water system or private service between the meter and the structure located on private property results in excess consumption, the customer may request an adjustment to their utility bill by completing the **Utility Bill Adjustment Request Form**.
3. The city council may provide for a billing adjustment to adjust that portion of the overcharge in excess of three hundred percent (300%) of the average charge calculated as a result of the leak.
4. **Basis of Adjustment:** The resulting bill shall be adjusted based on the customers' "normal usage" which is calculated as the average number of gallons used during the previous twelve (12) billing periods. If the customer does not have at least twelve (12) previous bills, then the adjustment will be based on available data.
5. **Billing Periods Covered:** In the event a leak goes undetected or initial repairs are not successful and the leak extends into multiple billing periods, an adjustment can be made on up to two (2) consecutive billing periods that are impacted by the leak.
6. **Failure to Respond to Evidence of a Leak:** If, at any time, the city notifies the owner of a possible leak, or if the owner knows of a leak, and if the owner or customer fails to react in fifteen (15) days, or other reasonable time as determined solely by the city, the city may determine that some part or all of the leak adjustment may be disallowed.

Approved by the City Council: June 16, 2020