

# SPWA

## *Utility Policy & Procedure Manual*

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## ***Utility Policy & Procedure Manual***

These policies and procedures for the utilities department provide for the control and operations of the department and have been approved by the Seiling Public Works Authority Board of Trustees and the Town of Seiling Board of Trustees.

### **A1. Definitions:**

**Bill** – Shall refer to the monthly statement of account, payable as rendered on a regularly designated date to each customer.

**Billing Period** – The billing period may be referred to as “month” or “billing month”. The intent is to represent a period of approximately thirty (30) days between regular meter readings irrespective of calendar months.

**Customer** – An individual, firm, or corporation at the single address or location receiving at least one class of service.

**Department** – Seiling Public Works Authority

**Disconnect** –Removal of a service

**Meter Deposit** – The meter deposit shall be the amount of money or security required by the department to be deposited by the customer to guarantee payment of bills for service rendered.

**Rate/Rate Schedule** – This shall mean the rates published by SPWA which applies to the commodity being considered. Rates are subject to change.

**Shut Off for Non-Pay** – A temporary interruption of service until current bill is paid in full.

**SPWA Cost** – The amount SPWA will bill out, which will include materials and equipment costs.

**Utility Department** – The utility department shall mean the Seiling Public Works Authority which comprises the administration, water, sewer, sanitation, and natural gas division, wherever in these regulations the word department is used, it shall mean the utility department.

**Utility Representative** – Shall pertain to the person responsible for the billing and record keeping of the Seiling Public Works Authority utilities.

## A2. **Application for Service**

Every customer, before obtaining service, will be required to execute a written application or contract upon the department standard form providing for service at the rates they enforce and shall be governed by the current policies and procedures of the department.

The proper application for service when made by the customer and accepted by the department shall constitute a contract.

All applications for service shall be in the true name(s) of the party(ies) who will be using the service. In case of any violation of this provision, the department may discontinue service to such customer immediately.

### **1. SPWA Utility Application Procedure**

#### a. New Customer

- i. Fill out and sign a utility application. (Residential or commercial accordingly)
- ii. The Applicant must present their driver's license or State/Federal issued ID. A copy is made and placed with the utility application. If the account is a joint account, a copy of both applicants' Driver's License or State/Federal issued photo IDs will be required.
- iii. If it is a Tax-Exempt Customer, we must have a copy of the proper identification (tax exempt certificate) on file to apply the tax-exempt status.
- iv. A signature is required on all applications. If requesting a joint account, both applicants must sign the application.
- v. A valid mailing address is required along with deposits, paid in full, before service will be turned on.
- vi. If the deposit cannot be paid in full, the administrator must approve the payment arrangement. If the terms of the payment arrangement are not met, services will be turned off until the deposit is paid in full.

#### b. Existing Customer Moving to a New Address

- i. Information on the application on file is verified. If not up to date, an updated application will be completed.
- ii. If the old property services will be discontinued or transferred within ten (10) working days, the deposit will be transferred to the new account.
- iii. If services are not discontinued or transferred within ten (10) working days, a separate deposit will be required for the new account. The deposit on the old account will be applied to the final bill and any credit refunded or applied to the new account.

#### c. Change of Address or Other Contact Information

If a customer wishes to change the information on their account, such as phone number or mailing address:

i. By phone: they must provide the following information:

1. The account number OR
2. The name the account is under.

AND one of the following:

- Last payment amount
- Last billed amount
- Co-applicant listed on account
- Social Security number

3. Once confident with the identification of the caller, the changes will be made to the account.

ii. By mail:

The signature on the letter will be verified against the signature on the application.

1. Or the customer will be contacted utilizing the contact information on record.

Once verified, the changes will be made to the account.

### A3. **Meters**

The location of a meter will be determined by the utility department depending on the size of meter to be installed and the department supply lines. Appropriate charges will be paid by the customer as outlined in the service charge section of this manual. *See Town ordinance*

The utility department reserves the right to determine the size and designate the location of any meter.

### A4. **Starting and Discontinuing Services**

Whenever an application for service has been accepted by SPWA, the Customer must be present at the time service is scheduled to be turned on.

This service is performed only upon the instruction of and for the convenience of the customer, or authorized agent. It shall be the consumers' responsibility to see that all piping, plumbing fixtures, and apparatus beyond the meter are in good condition.

Employees of the department shall have the right to enter upon all premises served by said department for the purpose of reading meters, making connections, or inspecting plumbing in order to ascertain whether or not all utilities are being properly metered, and for any purpose that

may be necessary to maintain proper service. This only includes the portion up to and including the meter. All lines after the meter are the responsibility of the customer.

Services shall be discontinued upon the request of a customer verified to be the owner/co-owner of the account. The department does not assume any liability or responsibility for loss of water or damage to property caused by-the discontinuance of water or natural gas services.

#### A5. **Denial of Service to a Customer**

Service may be refused to a customer when there remains an unpaid account for services previously provided. The department shall not be required to provide service to an applicant who uses an alias, trade name, business name, or the name of a relative or other person as a device to escape payment of an unpaid obligation. Utility service shall be denied or discontinued for any person, persons, groups, or businesses who have any delinquent account(s) and are a recipient, beneficiary, or consumer of a commodity, whether or not such account is under another name.

A new tenant of a rental property will be denied service, if a service location has a known leak, until the landlord presents proof of repairs.

No person, persons, groups, or businesses can move from one location, with an unpaid bill, and have service connected in a new location. If any person has a delinquent account, they shall be required to pay the bill in full.

#### A6. **Notification of Deceased Customer**

##### **If the deceased was the Primary Account holder:**

The contract of deceased customer is null and void. After notification of death, a relative's power of attorney becomes null and void. The personal representative of the estate has the obligation to take care of the account. SPWA will require a copy of the death certificate, or court papers showing a court appointed representative, if it applies. In either situation, SPWA will need new contact information and billing address for the personal representative (This will be handled as a name change only). If the personal representative of the estate is not willing to do this, the department will disconnect the service until all charges are paid in full. No service will be set at this address until previous owner's (deceased) account is paid in full unless the property has been sold or transferred to a new customer.

##### **If there is a surviving spouse or other surviving occupant listed on the account:**

If other person(s) are signatories on the account, then said person(s) are required to update the account by providing proof of death by death certificate or obituary, updating all contact information and bring deposits up to date with current requirements. If other person(s) are not signatories on the account but show proof of award of the property to them by official Court Documents, it can be handled as a name change only. If the other person(s) are not signatories on the account and have no official court documentation, then said person(s) are required to fill out a new application and required to put up new deposits. The existing deposit will be applied

to the account, and a refund check, if any, will be issued in the name of the deceased occupant and can be handled by the estate. If a remaining bill is owed after the deposit is applied, it will be mailed, and can be handled by the estate.

**A7. Meter Tampering**

In case of bypassing a meter, or a meter that has been shut off for non-pay or any other reason by SPWA and is found to have been turned on by someone other than a SPWA authorized personnel, a complaint will be made to the local authorities.

The complaint will then be handled by the local authorities, Town attorney and the municipal court system.

“TAMPER” shall include, but not be limited to, unauthorized attachment of any pipe, wire or other conduit or thing onto any utility or to turn on or off any such service or break or deface.

Services will be discontinued upon discovery of any unlawful act by any customer, agency or employee herein prohibited, or upon failure to comply with any of the policies and procedures of SPWA.

**A8. Removal of Meters**

All meters shall remain the property of the department and may be removed from the customer’s premises at any time without notice for the purpose of testing or repairing the same or upon discontinuance of the service.

SPWA reserves the right to suspend delivery of water or natural gas at any time without notice for the purpose of making repairs or extensions and SPWA shall not be liable for damages because of such interruption of service.

**A9. Notification of Inaccessible Meter**

If a meter is not accessible for SPWA personnel’s inspection/view, a notice will be hung on the door, informing the customer of the reason the meter was not read. If the problem is not corrected within five (5) days, the service will be discontinued. A service fee will be charged to resume service when accessibility to the meter is resolved. If a meter reader does not have access to obtain a reading at the end of a billing period, the reading and bill may be estimated, based on past consumption.

**A10. Customer Responsibility for Meter**

The customer shall be held responsible for any damage done to meters installed on their premises whether such damage is caused by fire, water, malicious intent, or any other cause, except ordinary wear and tear. This includes the customer turning the meter on/off themselves.

No customer or other persons shall repair or remove any meter or break any seal without authority from the utility department, nor tamper with or interfere with the operation of any meter.

**A11. Estimated Bills**

If any meter shall stop, or for any reason, fail to register properly, or upon failure to read the meter, the utility billing Clerk shall estimate the monthly bill. The estimate will be based on the previous months' consumption. This is subject to change, depending on the Utility software capabilities.

**A12. Inspection of Department's Property**

SPWA shall have the right to enter upon the premises of the consumer at all reasonable and ordinary hours for the purpose of inspecting, testing, repairing, removing, or exchanging all equipment or appliances belonging to SPWA and used in connection with its water, sewer, sanitation, and natural gas service, and removing its property on the termination of the contract and agreement, or the discontinuance of service for any cause whatsoever.

**A13. Statement for Service Rendered**

A statement shall be mailed to each consumer, or to such person as they shall direct, once a month for service rendered the preceding month. The statement shall show dates of service, meter readings, consumption, and net charges. No statement will be rendered for less than the minimum charge for fractional parts of a month. The failure of any customer to receive a statement for any utility charges provided for in this article shall not excuse the customer from their obligation to pay such charges within the time specified in this article.

**A14. Short Term Services**

Temporary services will be handled in the same way as a regular service. A deposit will be required, with any service or connection charges necessary being assessed. When the service is discontinued, a Final Bill will be generated for the account and the deposit applied. Any credit balance after deposit application will be refunded.

**A15. Charge for Moving Facilities**

When a consumer requests the department move any of its facilities for the benefit of the customer, all the charges for the work shall be assumed by the customer requesting the move.

**A16. Deposit Required**

Any person, firm, or corporation desiring to purchase water or gas from SPWA shall make a meter deposit. Rates for deposits are established by SPWA board of trustees and are on file in the SPWA offices for public use and inspection. Deposits will be used as security for payment of charges for services and other charges related thereto which may become overdue. Any or all of the amount deposited may be applied by SPWA to the payment of such charges. Any of the amount deposited which remains to the credit of the customer, less any amount owed to SPWA,



shall be refunded when services are discontinued, or if the customer cannot be found, retained by SPWA, after notice as required by law.

(See Oklahoma Statutes Title 11. Cities and Towns §11-35-107. Utility Deposit - Refund - Forfeiture)

## **I. Rental Deposits**

- a. If the utilities are to be kept in the landlord's name, the landlord must put up the deposit.
- b. If the utilities are to be in the tenant's name, the tenant must put up the deposit.
- c. A landlord is required to have a deposit for each active property in their name. This deposit can be retained for that specific account when a tenant puts the account in their name, and then placed back in the landlord's name when the tenant moves out, if the landlord chooses.
- d. If the tenant moves out and leaves a balance being owed, even after the deposit has been applied, it will follow the same collection policy as all other utility billings, as set out in section A21.

## **II. Transfer of Deposits**

If a customer wishes to give their utility deposit to another person for whatever reason, the following steps are taken:

- a. The customer who currently holds the deposit must sign a deposit transfer form. See Exhibit C.
- b. The person receiving the transferred deposit must come in and sign the transfer form as well as filling out a utility application and following the steps of a new customer.
- c. It is noted on the application the deposit was a transfer from the previous depositor.

## **III. Divorce**

In the case of Divorce, there are two options that can take place. If both are agreeable, they can utilize the transfer of deposit procedures. If not, then the following is required:

- a. The party who is awarded the property must bring in the divorce decree to have the property either placed in their name, or to remove the co-applicant, whichever is applicable.
- b. If the award is to the co-applicant, they must fill out a utility application and follow the new account procedures. A copy of the divorce decree is filed with the application.

- c. If the award is to the primary applicant, the co-applicant information is removed from the account. The primary applicant is asked to fill out another application with all update information.
- d. It is noted on the application it was a transfer due to divorce.

Security deposits will be refunded to the customer by the Utility clerk whenever the service is discontinued. Any amount due, including unpaid services or damaged meters, except by ordinary wear, will be deducted from the deposit.

**A17. Returned Checks: Service Charge**

Checks or Automated payments that are returned by the bank as insufficient shall be assessed a service charge. This charge is made for all checks/automated payments that are returned for whatever the reason might be. The procedure that will be followed is:

- I. A telephone call will be made to the customer stating the amount that must be paid (check amount plus the service charge) in cash within 24 hours or the utility services will be discontinued.
- II. If a customer is not reached by telephone, a door hanger will be put on the customer's residence stating that the check has been returned by the bank and that the check amount plus the service charge must be paid in cash within 24 hours or the utility service will be shut off for non-payment.
- III. If no response is made by the customer within three (3) days, all utilities will be discontinued and final billed in the same manner as customary for non-payment of the utility bill.
- IV. Costs for handling and processing: Thirty Dollars (\$30.00) (amount set by the State of OK) shall be charged any person paying SPWA with a negotiable instrument upon on account containing funds insufficient to pay the charge. This Thirty Dollar (\$30.00) fee shall be paid to SPWA prior to restoring utility service.

**A18. Payment Options**

A customer may pay their utility bill in the following ways:

- I. Payment center or drive through located at 315 North Main Seiling, OK 73663.
  - a. Cash
  - b. Personal Check – unless otherwise noted on the account
  - c. Money Order
  - d. Credit or Debit card

- II. Automated Clearing House (ACH) - By automatic debit from one's checking account.  
Process:
  - a. Fill out form distributed at the payment office.
  - b. If debiting from checking account, a cancelled or voided check will be needed.
  - c. To cancel ACH, the customer must come to the payment office and sign a cancellation form.
  
- III. Online Bill Pay- Visit [www.seilingok.com](http://www.seilingok.com) to set up your online account.

A19. **Delinquent Payment Charge**

All accounts for water, sewer, natural gas and/or sanitation furnished by SPWA shall be due and payable monthly on or before the due date printed on the customer bill. A delinquent payment charge of a minimum of ten percent (10%) shall be added to the statement, to reflect the amount due after the due date.

The department reserves the right to refuse service to a customer at any address until all delinquent bills of such customer for natural gas, water, sewer and sanitation services are paid.

A20. **Shut Off for Non-Pay**

SPWA mails out bills at the end of each month, with the due date being the 10<sup>th</sup> of each month. Bills not paid by the due date will be mailed "shut-off" notices.

**I. Notice**

- a. The notice is mailed under separate cover from the bill the next working day after the due date, stating that service will be discontinued if the past due bill is not paid by the date stipulated on the notice.
- b. No other contact will be made except the mailing of the shut-off notice. Failure of any customer to receive the shut-off notice for any utility charges provided for in this article shall not excuse the customer from their obligation to pay such charges within the time specified in this article.
- c. If no payment or payment arrangement is made prior to the shut-off date, utilities will be automatically scheduled for shut off with a service charge being added to the amount due. Service cannot be restored until the account balance plus service charge is paid in full.
- d. After the customer has had three (3) consecutive shut offs for non-pay, the service charge will increase by \$25 each additional time the service is shut off for non-pay,

up to a maximum of \$100. Any future shut offs will maintain the maximum fee of \$100.

- e. No disconnect of utilities is allowed if temperatures are 32° F or below during the day, 20° F or below at night or if the predicted heat index is 101° F or greater during the summer. A 30-day delay and 30-day extension is possible in case of life-threatening condition by the customer.

## **II. Payment Arrangement**

- a. Customer may request to be placed on a payment arrangement plan, which must be in writing with approval by SPWA Utility Clerk.
- b. Customer will be allowed 1 arrangement per quarter.
- c. After three (3) failed payment arrangements, the customer no longer qualifies for payment arrangements.
- d. Payment arrangements do not exclude the account from accruing late charges.
- e. If the deposit cannot be paid in full, the administrator must approve the payment arrangement. If the terms of the payment arrangement are not met, services will be turned off until the deposit is paid in full.

## **III. Shut Off for Non-Pay Procedure Timing:**

- a. Shut off for non-pay will be made only during regular business hours.
- b. Shut off for non-pay will be made Monday through Thursday only, but not on the day before a holiday.
- c. Sufficient time will be given to credit any payments received prior to the shut-off date.

## **IV. Hanger Notice of “Shut-Off for Non-Pay”**

- a. Notices will be left at each address where services are shut off for non-pay.
- b. The Contents of the Notice will include:
  - 1. Notice that service has been shut off for non-pay.
  - 2. Balance due including all service charges.
  - 3. Procedure for reconnection.

## A21. **Collection Policy for Department of Utilities Billing Office**

Meters for discontinued accounts are read on the customer specified date in order to obtain readings for the final bill. Final account bills are processed and mailed within (30) days of the close-out date along with the standard billings for the customers corresponding cycle. If the final bill is not settled by the due date, late fees will be assessed. Once a closed account is 90 days past due, we reserve the right to send the account to our Collection processor. Customers are responsible for the 25% collection agency fees.

This collection policy also applies to any accounts that have been shut-off for non-pay and remain unpaid for 90 days.

## A22. **Utility Dispute Procedures**

- I. If a customer reports a dispute regarding their utility bill, the following process will be taken:
  - a. Customer shall notify the SPWA utility clerk within ten (10) working days of the due date printed on the disputed bill stating what portion of the bill is being disputed and why.
  - b. The SPWA utility rep. will review and research the disputed bill. If a billing calculation error is found, it will be corrected immediately.
  - c. If a re-read is necessary, it will be done within 24 hours of the notice. The meter reader will check the working condition of the meter at the time of the re-read.
  - d. If the re-read shows an error was made, or the meter was not working properly, the reading and/or meter will be changed, and the bill will be adjusted accordingly.
  - e. If the re-read shows the original reading was correct and the meter was working properly, no adjustment will be made.
  - f. After researching the disputed bill, the SPWA utility clerk will notify the customer of the outcome within five (5) working days after receipt of the complaint. If the customer is not satisfied with the SPWA utility clerk's report, the customer has the right to request a meeting with the Town Administrator within five (5) working days to dispute said bill.
  - g. After reviewing information provided concerning the disputed bill, the Town Administrator will decide on the disputed bill within five (5) working days.
  - h. If the customer is not satisfied with the Town Administrator's decision, a written request may be submitted to have the disputed bill presented to the SPWA Sealing Board of Trustees. Upon receipt of a written request, the Town Clerk will place the matter on the agenda for the next regular scheduled board meeting. The written request must be received within ten (10) days of the Town Administrator's decision, or the Town Administrator's decision is final.
  - i. Upon review of information provided by the customer and staff, the SPWA Board will make a decision regarding the disputed bill. The SPWA Board's decision is final.

A23. **Fire Hydrant Meter**

- I. Fire hydrant meters will be checked out only after an application and a deposit equal to the replacement costs of a meter and wrench, not less than \$1000, is received. The customer is responsible for reporting the monthly meter reading by the 25<sup>th</sup> of each month. Failure to do so will result in a penalty of \$100.
- II. Customer must present the meter every 90 days for inspection and testing to ensure the meter is working properly. Failure to do so may result in SPWA retaining the full deposit amount.
- III. Utility deposits will be applied to the final bill and refunded upon receipt of the signed Termination form, the Fire Hydrant Meter and wrench. Damages to the meter or wrench may result in forfeiture of deposit.
- IV. The minimum bulk water charge monthly is \$26.50 equal to the minimum charge for any water meter within Town limits, regardless of usage.

# SPWA

## Agreement for Payment Arrangement

I hereby acknowledge that my account for utility services with the Seiling Public Works Authority, has an outstanding balance in the amount of \$ \_\_\_\_\_ .

To avoid interruption to utility services, I agree to pay \$ \_\_\_\_\_ every \_\_\_\_\_ , starting on \_\_\_\_\_ and having paid in full by \_\_\_\_\_ .

I understand that, if I fail to make payments as agreed, this agreement is null and void.

It is further understood that any payment made under this agreement is in addition to my regular utility bill.

It is further understood that this payment arrangement does not exclude the account from any late fees.

Approved by:

\_\_\_\_\_  
Utility Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Customer

\_\_\_\_\_  
Date