

PWA POLICY & PROCEDURES
EFFECTIVE OCTOBER 27, 2008

The Inola Public Works Authority ("PWA") will bill customers who are provided water, sewer or refuse services on a regular monthly basis. PWA will follow these guidelines in dealing with billing, penalties, termination of service and payment agreements.

I. Deposits and Connect Fees

1. A Customer may request service by filing an Application and depositing the sum of \$ 100.00 with the PWA Clerk. In addition, a \$15.00 connect fee will be added to the Customer's first bill. A separate deposit is required for each account. The deposit will be returned to the customer after service has been disconnected and all outstanding sums owing to PWA have been paid. If any sums remain owing at the time of disconnect, the deposit will be applied to the outstanding balance.
2. Customer may transfer the deposit to a new location provided (i) service at the old address is disconnected and (ii) all sums owing to PWA at the old address through the date of disconnection are paid in full. Customer will be charged a \$15.00 connect fee at the new address.

II. Billing

1. Invoices for water, sewer and refuse will be mailed on or before the 5th day of each month.
2. Payment of the invoice will be due on or before the 18th day of the same month.
3. Invoices paid after the due date will be subject to a penalty of ten percent (10%) of the amount due.
4. If a Customer's check is returned due to insufficient funds, a \$ 25.00 service charge will be added to the Customer's account. If 3 checks are returned due to insufficient funds on an account in a twelve month period, the Customer shall be required to pay by cash or money order until further notice from the PWA Board.

III. Delinquent Notices and Termination of Service

1. Customers' accounts that are unpaid within 1 day of the due date will receive a Notice of Termination.

2. The Notice of Termination shall include the balance due including any late charges, the date of termination of service and a notice of the customers' right to request a hearing before the PWA Board.

3. The date of termination shall be at least 10 days after the Notice of Termination is mailed and shall afford the Customer sufficient time to request and appear at a hearing before the PWA Board.

4. The Notice of Termination shall also include the following message:

Your account is past due and will be cut-off for non-payment unless the past due balance is paid in full by the termination date indicated on this notice. You may request a hearing regarding the delinquent account by contacting the PWA Clerk prior to the termination date.

You may also be eligible for a payment agreement. Payment agreements must be approved prior to 4:00 p.m. the day before the termination date set forth above. No payment agreements will be approved on the termination date. Any account not paid in full by 4:30 p.m. on the day preceding the termination date will be subject to a One Hundred Dollar (\$100.00) default payment fee.

5. The PWA Clerk shall have authority to conduct a hearing requested by the Customer. At the hearing, the PWA Clerk may (i) correct errors in the billing statement or the PWA's records regarding receipts from the Customer, (ii) make an adjustment to the bill pursuant to Article IV, paragraph 6, (iii) approve a Payment Agreement meeting the guidelines set forth herein, (iv) if the Customer is not entitled to relief under (i)-(iii), proceed with termination or, in the discretion of the PWA Clerk, set the matter for further hearing before the PWA Board.

6. If a delinquent account has not been paid in full or a payment agreement approved by the termination date, the PWA may proceed with disconnection of the utilities. The Customer's deposit may be applied to the delinquency at that time.

7. Disconnection shall only occur during regular business hours and should only occur on Monday thru Thursday. A door hanger will be left at the customer's residence following disconnection of the utilities.

8. Prior to final disconnect, PWA staff will review the accounts for accuracy

and add the default payment fee.

9. If a customer turns on the water after disconnection, PWA may pull or lock the meter until the balance has been paid in full. PWA may request that criminal charges be filed against the owner and/or seek recovery through a civil proceeding.
10. After disconnection, the service will not be reconnected until the customer has paid the entire unpaid balance plus default fee in full and posted a new deposit of \$100.00.

IV. Adjustments and Payment Agreement Guidelines

1. If a customer is unable to pay the past due balance, customer may request a payment agreement.
2. The customer will be required to make a partial payment equal to ½ of the balance owing at the time the agreement is approved. The balance must be paid within the following 30 days.
3. All customers will be allowed up to three (3) payment agreements within a twelve (12) month period.
4. If customer breaches the terms of a payment agreement, the customer will be entitled to no further payment agreements for a twelve (12) month period and the PWA will proceed with termination as set forth above.
5. Payment agreements in accordance with the terms of these guidelines may be approved by the Clerk of the PWA.
6. The PWA will allow a customer a one time adjustment to a Customer's water bill(s) if the excessive usage resulted from a water leak. The Customer must submit itemized records reflecting that the leak existed and has been repaired. Under those circumstances, the Customer's bill will be reduced to an amount equal to the PWA's cost of the water. If the leak caused excessive usage in two separate billing cycles, the Board may, in its discretion, reduce the water bills for both of the billing cycles involved as set forth herein.
7. If a Customer's bill reflects usage of water which is in excess of 5 times the Customer's previous average usage and such excessive usage is a result of a water leak, the Customer may request a Payment Agreement which allows for additional time to pay the balance owed. The request must be submitted to the PWA Board for review. The Board, in its

discretion, will establish the terms of the Payment Agreement depending on the circumstances involved and the amount of the bill. Provided, if a Customer meets the criteria set forth herein, the terms of the Payment Agreement shall allow for payment of the delinquency over a period of at least 4 months and not in excess of 12 months. The Customer shall continue to pay for future usage on a monthly basis.

PASSED AND APPROVED by the Inola Public Works Authority this 27th day of October, 2008.

Inola Public Works Authority

By: _____
Cheryl Charles, Chairman

Attest: _____
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