

## Customer Service Policy

### Payment Hours

1. **In person:** Payments may be made during the hours of 8:00 am and 5:00 pm at 213 W. College Ave.
2. **Drop box:** Payments may be made at any time of day or night. However, payments must be placed in the drop located at City Hall, 213 W. College Ave. prior to 4:30 pm to receive current day processing. After 4:30 pm all payments will be processed with the next business day's transactions.
3. **Web Payments:** Payments may be made 24 hours a day, 7 days a week. However, payments must be made electronically prior to 4:30 pm to receive current day processing. After 4:30 pm, all payments will be processed with next business day's transactions. All transactions will require a 3.5% fee.
4. **By Phone:** Payments may be made using credit or debit card by calling our office at 865-995-0243 during normal business hours. There is a 3.5% convenience fee for using this method.

In order to avoid penalties or late fees, payments must be received by Friendsville WaterWorks Department, prior to, or on, the due dates that are outlined on the associated bill. Postmarks are not an acceptable measurement of the time payment was received.

### Information to customers

Information is available for the purpose of fairness and communication between Friendsville WaterWorks and its customers.

1. Friendsville WaterWorks will make available to all customers upon application for service and anytime upon request, information related to:
  - a. Current rates applicable to such customer and a written/oral explanation of the rate schedule.
2. Upon request a customer will receive a statement of such customer's monthly gallon consumption for the prior 12- month period. There is no charge for this service.
3. Requests for information or questions regarding this policy may be made in person at City Hall, 213 W. College Ave., by phone, by mail, or on the WaterWorks website at [www.water.friendsville.city](http://www.water.friendsville.city)
4. Customers shall be notified of any proposed changes in rates and/or policy at least 30 days prior to implementation of such changes by the most practical combinations of:

- a. Notification on Utility Bills
- b. Newspaper advertisement
- c. Public service announcements
  
- d. Displays in the office where bills are paid
- e. On Waterworks website at [www.water.friendsville.city](http://www.water.friendsville.city)

### **Utility Outage**

To report a utility outage, contact (865) 995-0243 any time day or night. Friendsville Waterworks will make every reasonable effort to notify customers of an outage. Friendsville Waterworks currently uses Code RED alert system to notify, when possible, of work being done or when service will be interrupted to a certain area. If you live inside the city limits of Friendsville, you may go on our website at [www.water.friendsville.city](http://www.water.friendsville.city) and sign up to receive notifications from the city. If you live outside the city limits, please call our office at 865-995-2831 and we will add you to the registry.

### **Service Orders**

Any customer requesting Friendsville Waterworks to conduct inspections to include, but not limited to; leaks, broken meter boxes, landscaping, missing meter box lids, etc. shall notify Friendsville Waterworks by phone, website at [www.water.friendsville.city](http://www.water.friendsville.city), or mail. All service requests generated after 12:00 pm shall be conducted the following business day.

### **Meter Tests**

Friendsville Waterworks will, at its own expense, make periodic tests and inspections of its meters to maintain a high standard of accuracy. Water meter tests have a standard testing fee as referenced in Appendix A and Customers must pay this prior to meter testing. If a meter registers in excess of any standardized accuracy limits, an adjustment will be made by the Friendsville Waterworks and the cost of conducting the test will be credited by the Friendsville Waterworks. One (1) complimentary meter profile will be given to customers who request a report of their usage for a specific billing cycle. Any customer requesting an additional profile must pay the appropriate Water Profile Fee as referenced in Appendix A.

### **Limitations of Liability**

Friendsville Waterworks liability shall not extend beyond the Customer's delivery point. The delivery point for water service shall be defined as the point at which the Friendsville Waterworks piping system connects with Customer owned service lines.

The Customer shall be responsible for purchasing and installing any devices required to protect the Customer's equipment and the public water supply from any abnormal system condition that may occur occasionally. However, Friendsville Waterworks will assist with water quality beyond that Customer's delivery point.

### **Customer Charge**

A customer charge will be applied to all classes of service for supplying service. This Schedule is available on request at City Hall, 213 W. College Ave., or [www.water.friendsville.city](http://www.water.friendsville.city)

### **Application for Service**

Each Customer desiring service is required to sign a standard application form before service is supplied. The application form requires information pertaining to the receipt of adequate identification, such as valid driver's license and social security number. Also, a copy of a Customer's rental agreement or lease must be provided if the service location is not owner

occupied. Sales agreement will be acceptable for owner occupancy. Service will not be supplied to an applicant who does not (1) sign the required form, (2) provide adequate identification, and (3) provide the required rental documents for properties that are not owner occupied (if applicable). It is the responsibility of the customer to provide Friendsville Waterworks with a forwarding address when they move by completing a change of address form. All accounts that do not have an active status in the system will have the meter pulled until new applicant contacts Friendsville Waterworks to apply for service. All applications completed prior 12:00 noon, will have service connected the same business day. After 12:00 noon, service will be connected the following business day. A current Customer that has been disconnected for non-payment, account has been finaled and deposit applied to their delinquent account becomes a new Customer requiring applicable re-connection fees, a new deposit, and any past due balance if reapplying for service.

### **Deposit for Service**

1. Deposit policies are to be applied without regard to race, color, creed, gender, age, national origin, or marital status.
2. All applicants will pay a non-refundable connection fee of thirty (30) dollars as well as deposit.
3. Customers credit will be checked with Online Utility Exchange and deposit will be based on those results. The deposit amount required, based on results, is listed in (appendix A). Friendsville Waterworks reserves the right to adjust deposits as needed.

4. An existing customer, who wants to transfer service to another location and does not have an excellent payment history with Friendsville Waterworks will be required to pay a deposit. An excellent payment history is defined as having no more than two late penalties in the past 12 months.
5. If account is terminated, deposit held will be applied to any outstanding balance due Friendsville Waterworks and any remaining balance refunded to Customer.

### **Denial of Service**

Upon application for new service, Friendsville Waterworks may deny service due to previously unpaid utility bills under an Applicant's current or past utility contracts with Friendsville Waterworks as long as the bill or bills at issue were not timely disputed by the Customer. Such denial of service on this basis will not occur for an existing Customer.

Friendsville Waterworks shall deny service if it is determined that service would be a potential hazard to the health, safety, and welfare of our Customers.

Friendsville Waterworks will have the right to refuse to render service to an applicant or to any member of an applicant's household who is living at the same address, whenever such persons is delinquent on any payment to the utility at the same location, or had his or her service discontinued because of a violation of regulations or policies of Friendsville Waterworks.

Friendsville Waterworks will have the right to refuse to render service where it is discovered a misrepresentation of identity was made in obtaining service.

### **Methods of Payment**

Acceptable methods of payment during normal business hours are cash, check, money order or cashier's check. Credit cards are also acceptable methods of payment. Credit cards will require a convenience fee of 3.5%.

### **Billing**

1. Water meters are read on, or close to, the 28<sup>th</sup> of each month and Utility bills are sent to customers on or before the 2<sup>nd</sup> of each month.
2. Bills shall be paid at City Hall, 213 W. College Ave., or through the various other methods listed under "payment Hours"
3. **Failure to receive a bill will not release Customer from payment obligation.**
4. The due date for payment of the bill will be the 18<sup>th</sup> of every month.
5. Payments made after the due date will be subject to a late payment charge of ten (10) percent.

6. Customers, who dispute their bill, must do so in person at City Hall, 213 W. College Ave., or by phone within five (5) days after receipt of bill. In the event a disputed bill cannot be resolved by phone, the customer must make an appointment to meet with the Manager or his designee authorized to make bill adjustments within ten (10) days. The customer's service will not be discontinued for failure to pay a disputed bill until after the customer has the opportunity to meet with the utility manager, office manager. In the event the disputed bill still cannot be resolved, the customer shall have the right to a hearing containing the Board of Commissioners.
7. The customer whose name appears on the application is responsible for payment of all charges. That customer is responsible for any rules or policy violations that occur regarding the utility service to that property.
8. A returned check fee of thirty (30) dollars will be assessed to a customer's account for each returned bank draft. After the third returned check, the utility will not accept a check as payment from the customer for the next 12-month period.

### **Collection and Termination Procedures**

Whenever practical, the following process will be followed to discontinue service. However, this process may be modified as long as the intent of notification remains intact and is deemed to be more efficient in the administration of providing utility services and receiving utility payment:

#### **Cut-off Procedure**

1. If a customer fails to pay their Utility bill, a letter will be sent to the customer notifying them that they are subject to a discontinuance of service and the date discontinuance will occur. The letter shall also explain their right to a meeting with the utility manager if they dispute the charges and the procedures for initiating a hearing with the Mayor.
2. If a customer does not make payments of outstanding charges or notify the utility of a billing dispute, or make acceptable arrangements by the last date of termination, the utility shall process with disconnection of service.
3. If a customer has service disconnected, they must pay all outstanding charges plus a reconnection fee (listed in appendix A).
4. Service will be reinstated only during regular working hours, Monday through Friday, except in case of emergency.
5. Discontinuance of service by the utility will not release the customer from liability for payment of service already received, or from liability from payments that there after become due under the minimum bill provisions of the customers contract.
6. Friendsville Waterworks will not be liable for any loss or damage resulting from the discontinuance of service.
7. Friendsville Waterworks will not disconnect the service to any customer on life support systems or dialysis machine. It is the customer's responsibility to notify the

utility if service discontinuance would be life threatening. Customer shall also sign a certificate of medical emergency found in (Appendix C).

8. If an Emergency medical customer cannot pay a bill or other charge, it is the customer's responsibility to find a social service agency to assist in payment of bill. If customer's bill is not paid within 3 months, service shall be discontinued.
9. A landlord will not use the discontinuance of service to his or her property to force a tenant or occupant to surrender possession of the property if the account is in the occupants name.

### **Service underpayment or overpayment**

If the Friendsville Waterworks determines a Customer has been incorrectly billed for utility services, then such incorrect billing shall be adjusted for either overbilling or under billing.

After a determination of overbilling or underbilling for services has been made by Friendsville Waterworks, an adjustment for overbilling or underbilling shall be for any known or unknown causes which result in incorrect bills for utility services including but not limited to, failure of meter equipment, or other related equipment, improper billing procedures, and any other causes which result in incorrect billing for services to the Customer. The period of adjustment for any overbilling or underbilling shall be based upon the period of time during which said overbilling or underbilling occurred subject *only to the applicable period of limitations under state law TCA § 28-3-301*.

### **Leak Adjustment Policy**

In order to qualify for a leak adjustment, a Customer with permanent service must apply for the leak adjustment by certifying that they have experienced a leak and have had it fixed within their internal water distribution system. Only one adjustment will be allowed every 12 months and any adjustment will only affect a maximum of three separate billings.

#### **Water Bill**

If a Customer experiences a leak in their internal water distribution system, the water portion of the bill will be adjusted.

1. Customers shall request the leak adjustment in writing and all adjustments must be approved by the office manager or Utility Manager.
2. Customers shall provide proof that the leak is fixed, such as receipts from plumbers or receipts for materials if customer self-performed the repair.

3. If the adjusted amount is significant and the customer cannot pay the balance in full, the Utility manager may approve payment arrangements providing the balance can be paid, including current usage, within six (6) months.
4. Leak adjustments shall be verified by meter profiling at the customers point of delivery before any leak adjustment is made.
5. Customers who suspect a leak are entitled to a one (1) free meter profile in a 12-month period. Any additional requests shall pay the appropriate water Profile fee as referenced in (Appendix A), if no leak is found to be present.
6. Customers may request a Water Meter test and pay the appropriate Meter Test Fee as referenced in (Appendix A) to gauge accuracy limits of that meter. If test shows that the meter to be in excess of two percent (2%), slow or fast, an adjustment shall be made in Customer's bill and the cost of conducting the test will be credited by Friendsville Waterworks.
7. Customer shall have the right to an adjustment sixty (60) days after the first occurring bill with excessive usage. If first occurring bill has already been paid the Customer's account shall be credited with the proper adjustment.
8. If customer's high usage is a direct result from a malfunctioning meter or busted meter bottom, the account shall be adjusted based on the monthly average.
9. No leak adjustments shall be given for:
  - a. Leaking faucets/commodos
  - b. Filling of swimming pools
  - c. Watering of lawns and gardens
  - d. Washing of vehicles or other equipment
  - e. Water mistakenly left on
  - f. Watering of live stock
  - g. No adjustments over the number allowed (1 per year)
  - h. Empty or abandoned residences, shops, businesses, etc., left without Plumbing care.

### **Theft of Service**

When theft of service is suspected, Friendsville Waterworks will visit the premises and evaluate the situation. If it appears a meter has been tampered with, Friendsville Waterworks shall notify

Blount County Police Department. If the meter has been tampered with, service will be disconnected and the account will be closed after a hearing has been conducted. All past due, current due, deposits, and tampering related cost must be paid before service will be reinstated. Friendsville Waterworks reserves the right to refer all meter tampering and theft of services cases to the Attorney General's Office for possible prosecution under Tennessee State Law.



## Appendix A

### Schedule of Fees

Deposits *in addition to connect fees		
1. Green light		\$60.00
2. Yellow light		\$100.00
3. Red light		\$200.00
Connect Fee *non-refundable		\$30.00
Reconnect Fee		\$60.00
Administrative Fee		\$10.00
Returned Check Fee		\$30.00
Meter Profile		\$30.00
Meter Test		\$30.00
Backflow Test		\$30.00
Tap Fee		
1. ¾" Tap		\$1500.00
2. 1" Tap		\$2500.00
Theft of Service Fees		
Usage Fee	(highest 12 month bill) times number of days disconnected.	
Damage Fee		\$35.00/hr
Hydrant usage theft		\$250.00

### Water Rates

Water rate 1	Water rate 2
\$22.52 for 0-2000 gal (minimum bill)	\$26.41 for 0-2000 gal (minimum bill)
\$8.47 per 1000 gal above minimum	\$8.85 per 1000 gal above minimum

**Appendix B**

Account # \_\_\_\_\_

**DEFERRED PAYMENT AGREEMENT**

**Friendsville WaterWorks - (865) 995-0243**

NAME OF CUSTOMER: \_\_\_\_\_

ADDRESS OF PROPERTY: \_\_\_\_\_

DATE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

Agreement made by and between the City of Friendsville WaterWorks and

\_\_\_\_\_  
Customer hereby acknowledges that he/she is unable to pay the outstanding bill for utility service provided to the above address in the amount of \$\_\_\_\_\_.

- (1) Utility will not discontinue utility service provided that the Customer:
  - (a) CUSTOMER AGREES TO PAY IN FULL ANY BILL FOR CURRENT SERVICES BY THE DUE DATE!
  - (b) Pays 25% of the outstanding bill, being \$ \_\_\_\_\_ immediately;
  - (c) Pays the remaining outstanding balance in monthly installments of 25% of the original bill. Payment of full outstanding balance shall not exceed six (6) months.
  
- (2) Any payments received under this Agreement will be applied first to the agreed upon installment payments, with the remaining amount being applied to current charges.

- (3) In the event service is disconnected, it shall not be reconnected without payment of all past due charges and payment of the reconnection charge (\$60.00 during office hours; \$80.00 after office hours).
- (4) You have the right to suggest a different payment arrangement;
- (5) If you believe the terms of this Agreement are unreasonable, **DO NOT SIGN IT.**
- (6) If you and the Utility cannot agree on terms, you may ask the City of Friendsville Water Board to review the disputed issues;
- (7) If you sign this Agreement, you agree that you owe the amount due under the Agreement; and
  
- (8) Signing this Agreement does not affect your responsibility to pay for your current service. **Allowing any bill for current service to become delinquent places you in default of this Agreement.**
- (9) If a Customer **does not** fulfill the terms of this Deferred Payment Agreement and there has not been a notable change in the Customer's ability to pay since the Agreement was negotiated, **the Utility shall inform the customer that they are subject to disconnection, and their rights thereof, and shall not be required to offer a subsequent Deferred Payment Agreement prior to disconnection.**

**City of Friendsville WaterWorks**

**CUSTOMER**

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date Signed)

**Appendix C**

**Certificate Medical Emergency**

The City of Friendsville Water Department Customer Service Policy states the following: *For nonpayment of a bill in cases of documented medical hardship, such as life support systems or dialysis machines, with a written medical emergency form completed by a medical doctor or nurse practitioner licensed to practice in the state of Tennessee certifying that the disconnection of water service would create a life-threatening medical situation for the customer or other permanent resident of the customer's household, Friendsville Water Department will postpone disconnection procedures for three (3) months.*

Customer Name \_\_\_\_\_

Service Location \_\_\_\_\_

Number and Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone No. \_\_\_\_\_

Friendsville Waterworks Account No. \_\_\_\_\_

Person's Name in household with Medical Condition \_\_\_\_\_

Relationship to Customer Name Listed Above \_\_\_\_\_

\_\_\_\_\_

Customer's signature

Date

**Statement of Licensed Physician**

By my signature, given below, I certify that my records indicate that \_\_\_\_\_

Who is currently under my care, resides at the above referenced household. I further certify that the discontinuance of water service to this household would create a medical emergency.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Phone No. \_\_\_\_\_

State of TN License No. \_\_\_\_\_

**Note: THE ABOVE STATEMENT DOES NOT IN ANY WAY REMOVE THE OBLIGATION TO PAY FOR SERVICES RECEIVED OR TO BE RECEIVED FROM FRIENDSVILLE WATERWORKS.**