

# TOWN OF PALMYRA

## Water and Sewer Policy

Effective November 1, 2018

**New Construction & Locations:** Customers will be charged for new water meter set up, water tap, and sewer tap fees in accordance with the charges described in the Schedule of Rates and Charges. These are non-refundable fees. No new service may be started if the customer has an outstanding water account balance from any former location until said account balance is paid in full.

**Property Owners:** Property owners will be required to show proof of ownership at the discretion of the Town Board or its employees. A setup fee as described in the Schedule of Rates and Charges will apply to accounts transferred into new owner's name. Rental property owners must maintain their tenants' water and sewer service in the owner's own name and may request that the water service be discontinued at any time. All delinquent charges are the responsibility of the owner and by state statute; a sewer lien may be filed against the property if unpaid. No new service may be started if the owner has an outstanding water account balance from any other location until said account balance is paid in full.

**Rental Tenants:** Persons leasing property or occupying property pursuant to a "Rent to Own" contract with the property owners are considered Rental Tenants. With the consent of the owner, the Rental Tenant may receive the monthly Water and Sewer bill and make payments on same. However, the property owner, and not the Rental Tenant, is the Water and Sewer customer, and as such the property owner shall bear ultimate responsibility for the payment of any and all Water and Sewer bills. A Rental Billing Account setup charge as described in the Schedule of Rates and Charges will be charged to each Rental Tenant who requests to receive a copy of the monthly Water and Sewer bill.

**Meter Deposit:** Any meter deposit or over payment left unclaimed will be handled according to state statute.

**Billings:** Please see our Schedule of Rates and Charges for details of all charges. Water and Sewer bills will be mailed by the first day of each month. Payment is due by the 17<sup>th</sup> of each month. A late penalty as described in the Schedule of Rates and Charges will be added for accounts not paid by the close of business on the due date. We are not responsible for mail delivery, checks in transit and/or checks lost in transit. Failure to receive a bill is no excuse for nonpayment and does not change the due date or possibility of disconnection for non-payment. Accounts are not considered paid until payments are received in our office. Customers should call the office prior to the due date to address any billing disputes and/or questions.

**Insufficient Funds, Closed Accounts, Frozen Accounts, and Uncollected Funds:** Returned items will be assessed a fee as described in the Schedule of Rates and Charges.

**Disconnections:** Utility customers whose accounts are not paid in full before the 5<sup>th</sup> day of the following month are considered delinquent and will have services disconnected. The full amount of the past due balance plus a reconnection fee as described in the Schedule of Rates and Charges will be collected before service can be restored. We are not responsible for mail delivery, checks in transit and/or checks lost in transit. Failure to receive a bill is no excuse for nonpayment and does not change the due date or possibility of disconnection for non-payment. Accounts are not considered paid until payments are received in our office. When our service technician makes the trip to a residence they will shut off and lock out service. The service person is not permitted to collect payments.

**Reconnections:** No reconnections will be made on Saturday, Sunday, or after 3:00 pm on weekdays without charging an after hours service call fee as described in the Schedule of Rates and Charges. No water service may be moved from one location to another if there is an unpaid water account balance from any former location.

**Meters/Meter Locks:** Tampering with or removing meter locks (which may consist of zip ties, pin locks, padlocks and clam shells, etc.) is prohibited by state statute and will be considered theft, with the first offense being a fine as described in the Schedule of Rates and Charges, second offense being a fine as described in the Schedule of Rates and Charges and possible removal of meter. All other offenses will also incur an additional fine as described in the Schedule of Rates and Charges, removal of meter, and/or permanent suspension of service. Damage to meters and associated equipment (lids, collars, crock, antenna, etc.) caused by customer will be charged to the customer along with a service call charge.

**Payment Arrangements:** As of June 1<sup>st</sup> 2018 we no longer accept payment arrangements.

**Meter Readings:** A monthly meter reading fee will be added to all customers as described in the Schedule of Rates and Charges. ALL meters will be read by town employees every month.

**Hydrant Fee:** A monthly fee will be charged to all customers as provided in the Schedule of Rates and Charges.

**General Service Charge:** A Service Call charge as described in the Schedule of Rates and Charges may apply for any trip to the customer's residence, at their request on weekdays. After 3:00 pm weekdays, weekends, and holidays an after-hours / holiday fee will be assessed as described in the Schedule of Rates and Charges.

**Swimming Pools:** Water used for filling swimming pools will be billed at normal rates. However, an annual onetime full credit will be made on a related sewer bill only if the before and after fill readings are provided to the utility clerk at the time the pool is filled.

**Leaks:** Leaks on the main line side of the meter are the responsibility of the Palmyra Water Company and will be promptly repaired. Leaks on the customer's side of the meter are their responsibility and must be reported within thirty days to help control the rates for all customers. If a leak is not repaired within 30 days, water service may be disconnected and will not be reconnected until the leak is repaired to the Water Company's satisfaction. Customers may request a one-time adjustment of their billings contingent on eligibilities stated below:

**Leak Adjustment Eligibility:** For a Customer to be eligible for a leak adjustment, the Customer must complete a leak adjustment request certifying to the following:

- A. That the Customer, upon discovering the leak or becoming aware of the leak, shall notify the Palmyra Water Company within thirty days.
- B. That the leak occurred outside, underground between the point of Customer connections to the service set and where the Customers line enters the residence or other structures. Leaks at free standing hydrants are not eligible for an adjustment.
- C. That the Customer has not had a previous leak adjustment within the past twelve (12) months.
- D. That the Customer, upon discovering the leak or becoming aware of the leak, immediately had the leak repaired.
- E. Leaks not meeting the A, B, C, or D requirements or unexplained leaks will not be eligible for adjustment.
- F. No leak adjustments will be approved on service lines within twelve (12) months of installation or reinstallation of service line.
- G. Irrigation systems will not be eligible for leak adjustments.
- H. Following certified request for leak adjustment, an employee of the Palmyra Water Company will visit the premises to observe location of leak repair.
- I. Adjustment will only be made for a maximum of 2 billing periods, and only if they were affected by the leak. Leak certification form must be submitted within 30 days of repair to be eligible for an adjustment.

**Palmyra Fire Department & Volunteer Firemen:** The water usage policy remains as is.

All ordinances or parts thereof, in conflict with the provisions of this ordinance are, to the extent of such conflict, hereby repealed or amended.