

LEE COUNTY PUBLIC SERVICE AUTHORITY



Administrative Policy and Procedure Manual

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I. INTRODUCTION

The Lee County Public Service Authority (PSA) was established by resolution of the Lee County Board of Supervisors on November 13, 1989 to provide water and wastewater services to the Citizens of Lee County, Virginia. Currently, the PSA provides services to approximately 5,000 water/wastewater customers in Lee County, as well as commercial services to the Lee County Federal Prison and the Town of Jonesville.

II. HOURS OF OPERATION

Our office is located at 397 Park Street in Jonesville, VA. The office lobby is open 8:00 a.m. to 4:00 p.m. and the Drive-Thru is open 8:00 a.m. to 4:30 p.m., Monday through Friday, and closed each day from 12:00 p.m. to 1:00 p.m. for lunch. The office is closed for most national and state holidays. All office closures will be posted on the office door a sufficient time in advance. During working hours, the office may be contacted with account, billing, and administrative issues. Payments may be made any time by calling our office number at 276-346-7775 and selecting Option #1, or by visiting the Customer Portal on our website (www.leecopsa.org). Customers may also choose to have their payments deducted via ACH (bank draft) directly from their checking accounts each month. To speak to a customer representative, customers should call our office at 276-346-7775 and select Option #2, during office hours listed above. In case of an emergency, customers may call the office at 276-346-7775 and select option #3 on our automated telephone system which will direct them to the maintenance staff on call. If customers receive no answer, they are encouraged to leave a message and try again.

III. EMERGENCIES

Our after-hours staff is available 24 hours a day, 7 days a week to respond to emergencies. Emergencies are classified as major leaks, such as on a main line, roads washed out from a leak, or a situation that may threaten life, limb, or property. Restoration of service due to non-payment is not considered an emergency. Customers that contact emergency staff concerning an issue not deemed to be an emergency may be assessed a \$25 inconvenience fee. To reach our emergency crew, call our office at 276-346-7775 and choose Option #3. The PSA will assess all leaks, but may elect to fix them during the business day, when daylight and utility location (gas, electricity, etc.) make the repair safer for personnel. All leaks between the meter box and the house are on a customer's private water line and are the responsibility of the customer. A leak on the customer's side of the meter is not deemed an appropriate reason to contact our emergency staff. We recommend a plumber be obtained to fix leaks on a private line.

IV. STANDARD FEES

Each customer of Lee County PSA is expected to pay a minimum bill at the current rate for water and wastewater usage, for the first 2,000 gallons, and an additional amount, at the current rate, for any

and all usage above the base 2,000 gallons. Current rates are available by request and may be found online at www.leecopsa.org, the PSA's official website. A list of other fees and definitions include:

Fee Structure -

- a) **Establishment Fee: \$50.00** – A fee to establish a new account in a new customer's name and to gather initial meter information. This fee may be waived if the customer signs up for e-Billing and/or signs up for ACH (bank draft) payment method.
- b) **Deposit: \$100.00** – A fee to establish a new customer account. The deposit shall be held by the Authority and applied to any account balance of the customer should services be terminated for any reason. Any remaining credit due to the customer upon application of the deposit shall be refunded by the Authority to the customer within a reasonable time thereafter.
- c) **Water Tap Fee: Parts plus Labor** – A fee assessed to install new water service. Estimates are good for two weeks from the time they are submitted. The estimate is based on the cost of materials to perform the tap at the time the estimate is made, plus the labor incurred to perform the installation.
- d) **Wastewater Tap Fee: Parts plus Labor** – A fee assessed to install new sewer service. Estimates are good for two weeks from the time they are submitted. The estimate is based on the cost of materials to perform the tap at the time the estimate is made, plus the labor incurred to perform the installation.
- e) **Meter Fee: \$295.00** – A fee to install a meter and/or meter hardware into an existing meter box, if one has not been previously installed, or if service was never rendered.
- f) **Late Fee: 10%** – A fee assessed if bill is not paid by the due date printed on the bill.
- g) **Delinquent Fee: \$50.00** – A fee assessed if bill is not paid in full by the shutoff date printed on the bill. Bills not paid by the shutoff date will result in disconnection of service.
- h) **Tampering Fee: Minimum of \$150.00, and up to amount deemed necessary to repair/replace any and all Lee County PSA property** – A fee assessed if the meter, meter box, lock, line-setter, or any property of Lee County PSA is tampered with, manipulated and/or damaged. Customers that tamper with Lee County PSA property are subject to disconnection, termination of service, and possible referral to the Commonwealth's Attorney for prosecution.
- i) **Returned Check Fee: \$50.00** – A fee assessed if the bank returns a check for any reason, including insufficient funds.
- j) **Credit/Debit Card Fee: \$1.50 (charges up to \$75.00), 2.25% (charges over \$75.00)** – A fee charged by the card processing company on payments using credit/debit cards. **This fee may change without notice.*
- k) **Electronic Check (e-Check) Fee: FREE** – Fees for using electronic checks have been waived.
- l) **Temporary Usage Fee: \$50.00** – A fee assessed for temporary water service of an inactive meter (up to 3 business days) to test water lines, clean, conduct an open house and other similar permitted uses. Any usage over 500 gallons will be billed at the current per 1,000-gallon overage rate. Temporary usage must be coordinated with the office at least 24 hours in advance.

**All fees are non-negotiable. Fees may be adjusted and/or waived on a per case basis, and must be approved by the Director, or Assistant Director. All fees are adopted by the Board of Directors of the Lee County Public Service Authority.*

V. TERMS AND CONDITIONS

- a) The Authority shall furnish, subject to the limitations in the Authority's current and future rules and regulations, water and wastewater services.
- b) The Customer shall install and maintain, at his/her own expense, a service line to extend to the place of utility use. Water service lines shall begin at the back of the water meter. Sewer service lines shall begin at the cleanout placed at the road right-of-way or the edge of the easement as applicable.
- c) The Customer shall pay for the services at such rates, times, and places as shall be determined by the Authority and agrees to any penalties specified by the Authority at that time for failure to make such payments, including late fees, disconnection of service pending payment, and subsequent reconnection fees, and/or termination of the Customer's account.
- d) The Customer agrees that failure to receive a bill from the Authority in the mail shall not relieve the Customer from the responsibility to pay the balance due by the specified due date.
- e) The Customer shall pay an initial deposit in the amount defined under *Standard Fees*. The deposit shall be held by the Authority and applied to any account balance of the Customer should the services be terminated for any reason. Any remaining credit due to the Customer upon application of the deposit shall be refunded by the Authority to the Customer within a reasonable time thereafter.
- f) The Customer shall pay the connection fee(s) as outlined in *Standard Fees* for the services provided. For water service, the Authority shall install a cutoff valve, water meter, and line setter in each service. These devices are property of the Authority and for Authority use only.
- g) The Customer shall pay for damages to Authority equipment caused by the User's negligence, misuse, or abuse of the Authority's systems. The Authority reserves the right to determine the charges for such damages and the right to seek remedy for such actions, up to and including civil and/or criminal judicial proceedings.
- h) In the event that the Customer calls for service repair and it is determined by the Authority that the issue is with the Customer's system, the Customer may be held responsible for reimbursing the Authority for the service call at the rate specified by the Authority at the time of the service call or as outlined in the *Standard Fees* section.
- i) The Authority reserves the right to terminate Customer services for non-compliance with Authority rules. This shall include, but not be limited to, connecting two or more residential structures to a single meter. Customers who are contemplating connection of additional structures on their property that will utilize water shall contact the PSA for guidance as to whether an additional meter is required for such use.

- j) The Customer agrees that no other source of water shall be connected to the Customer's water system at any time, except for non-potable water uses where the source is completely disconnected from the potable water system and where backflow prevention devices have been installed.
- k) The Customer agrees that no water beyond that measured by the water meter will be discharged to the sewer system (if applicable), except for specific commercial/industrial concerns where the Authority has agreed to the installation of an Authority approved sewer meter.
- l) The Customer agrees to connect his/her service lines to the Authority's lines upon availability of service by the Authority and that service charges will commence on the date that service is made available.
- m) The Customer agrees that they shall install any devices required on his/her system, including, but not limited to, pressure reduction devices, grease traps, additional cleanouts, backflow prevention, or booster pumps, as may be required.
- n) Water or sewer service furnished for a given lot shall be used on that lot only, and the customer shall not be permitted to sell or furnish water or sewer service to any other person or to allow anyone to connect onto their water or sewer line. Service is limited to one household connection per meter. Any additional connections to the meter servicing other dwellings will be charged a minimum bill (at the current rate) per connection, in addition to the main connection, and the customer must notify the PSA prior to making the additional connections. Water shall not be used for irrigation or fire protection except when water is available in sufficient quantity so as not to interfere with regular domestic and commercial consumption in the area served.
- o) Lee County PSA is responsible for Water mains, tanks, pump stations, treatment facilities, and service lines that deliver water to the customer's meter. Customers are responsible for the water lines and fixtures in the home, outdoor spigots, and the service line from the home to the meter.
- p) Lee County PSA is responsible for Wastewater mains, lift stations, treatment facilities, and drain fields that treat and manage your wastewater. Customers are responsible for the wastewater lines and fixtures in the home, including the septic tank (if applicable), wastewater pump (if applicable), and the service line from the home to the PSA wastewater main.
- q) Lee County PSA may not be held liable for any damages to household appliances or faucets due to hard water, limescale, or sediment. Most water in Lee County is naturally filtered through limestone, which creates hard water.
- r) The PSA reserves the right to deny service for any good and sufficient reason.

Other Important Information -

- a) Once bills are mailed, the PSA has no control over the delivery/receipt of your bill. FAILURE TO RECEIVE YOUR BILL DOES NOT EXEMPT YOU FROM PAYING YOUR BILL, LATE FEES AND/OR RECONNECTION/SERVICE FEES. We recommend that, if you have not received your bill within the first week of the month, that you contact our office to obtain your balance due. When calling, please be sure to provide us with your Account Number and Account details.
- b) Bills are due by the date printed on the bill. **PENALTY** - A 10% penalty will be applied to the current bill after the due date listed on the front of the bill. **DISCONNECTION OF SERVICE** - Bills not paid by the 25th of the following month will incur a \$50 delinquent fee and will result in disconnection of water service. All fees and all past due balances must be paid before service is restored. Service will be restored, when payment is received in full, by the end of the following business day.
- c) Please keep your phone number and email address up-to-date with us. We will send out texts or emails through our Alert Notification System after the due date to remind you of unpaid balances, as well as delinquent notices. As a customer, you are still responsible for your bill and any late fees and/or reconnection/service fees regardless of if you received an alert notification or not.
- d) Snowbird/Vacation accounts may be set up with LCPSA if the resident wishes to suspend service during times they are not physically residing in the home service is being rendered to. To be considered for a Snowbird/Vacation account, the customer's property must be vacant for 3 or more consecutive billing cycles. The customer must pay a \$50 service fee which covers the costs involved with temporarily pausing service and then resuming service, which requires LCPSA staff to visit the meter each time. The meter must be tagged with a LCPSA tag the entire time service is temporarily paused. If the tag is removed, or cut, at any time by an unauthorized person, the customer must pay a meter tampering fee.
- e) Bulk Water Sales must use a LCPSA portable meter, or a meter authorized by LCPSA staff. A Bulk Water Sales Agreement must be filled out and signed prior to the customer actually acquiring the water. All Bulk Water Sales will be \$50 for the first 1,000 gallons and \$15 for each additional 1,000 gallons. The Bulk Water customer is responsible for any and all LCPSA equipment used during the acquisition of the water, and may be charged for any and all damages to said LCPSA equipment.
- f) Services disconnected for non-payment that have been re-established by the customer, without the Authority's consent, may have their meter removed and will be assessed a meter tampering and lock fee. Services re-established by the customer by further tampering (such as installation of a jumper) OR services where the meter is removed, re-installed backward, or other means of defeating the meter are subject to disconnection, termination of service, and possible referral to the Commonwealth's Attorney for prosecution.

- g) If your physical address (911 address) changes, please update it with the PSA as soon as possible. To better service your location, it is important for us to have the correct address and your most current phone number.
- h) If you believe you have a high bill and/or suspect a leak, please be sure to check everything on your side of the meter box to ensure the problem is on the PSA side of the meter before calling the Authority to have us service the meter. We may charge a service fee for coming out if the problem is found to not be on the PSA side of the meter. If the problem is on the PSA side, no service fee will be charged. If your bill appears unusually high, we suggest visiting our website at www.leecopsa.org and clicking on our *What to do if your Water Bill appears too High* guide located on the right portion of our homepage.

VI. ELECTRONIC DOCUMENTS & ELECTRONIC SIGNATURES

- a) The Lee County Public Service Authority utilizes electronic documents, when possible, as well as digital signatures to provide convenience to our customers. By agreeing to LCPSA's Terms of Service, you agree to allow LCPSA to accept documents with digital signatures, which may include a simple mark that replaces an actual hand signature.
- b) Is digital signature valid for legal documents? Yes, electronic signatures are valid in all U.S. states and are granted the same legal status as handwritten signatures under state laws. While LCPSA utilizes digital signatures when possible, there are some documents that must be filled out in-person, with a hand-written signature.
- c) In an attempt to keep your account safe from unauthorized use, LCPSA provides each customer with a unique CID (Customer Identification Number). LCPSA increases account security by requiring customers to create answers from a set of 10 available questions that are recorded in their account. To access their account, customers must provide these answers to LCPSA office staff. Security questions are a common method of identity verification—one you've probably encountered before.
- d) Currently, all LCPSA documents may be digitally filled out and signed online. Please note that on new accounts, a digital copy of the account holder's driver's license, or other valid ID, must accompany their application for new service. Also, new applicants will be required to pay the required deposit fee with cash, check or money order. We require cash payments to be made in person, while checks and money orders may be mailed. Service will not be rendered until payment method has been received and validated.

VII. APPLICATION FOR SERVICE – NEW SERVICE at NEW LOCATION

- a) Customers wishing to establish new connections must fill out an *Application for Water or Sewer* form. This form outlines all the information required for the Authority to establish new service, if available.

- b) Application for Service forms must be submitted to the PSA office by person or online form with all necessary documentation and ID, except in cases of pre-approved development plans (i.e., residential subdivisions, industrial parks, multi-tenant commercial/office sites, etc.) where the developer is installing the connections, or where the Authority has contracted multiple connections on a project (i.e., new line construction serving a previously unserved area). Such connections should be coordinated with the Executive Director or his/her designee.
- c) The new service will be installed only after the County GIS office has issued a 911 address. This address must be provided by the customer at the time of fee payment and establishment of the account.
- d) Once the proper information is received, the Office Clerk will notify the line maintenance crew to investigate the location and determine if water and/or sewer are available and, if so, what work will be required to provide service.
- e) The maintenance line crew will report all required work back to the Office Clerk who will record the required fees (connection fees, taps, road bores, etc.) on the work order and provide the information to the potential customer.
- f) Customers must present valid identification. A government issued photo identification, such as driver's license, passport, military ID, DMV issued ID card, etc. is required. A copy of this ID must be kept on file. For security purposes, PSA staff may only discuss account information with customers whose name appears on the account. However, a customer may choose to establish security questions and answers and provide them to persons they wish to have access to their account information. These security questions allow PSA staff to verify if a person has been given permission to access this information.
- g) The customer must also provide proof of ownership of the residence/business that is to be served. This may be in the form of a mortgage statement, HUD-1 document, deed, property tax bill, a utility bill in which their name appears on the bill with the address of the requested location, or County GIS system showing owner (including heirs). Rental agreements will not suffice for this purpose. The property owner must be the entity seeking utility service. If the renter is to be the ultimate account holder, then the renter may establish the account as outlined in a different section. Other items supplied may be approved at the discretion of the Executive Director.
- h) Once the customer establishes a new account by completing the *Application for Water or Sewer* form, and pays the required fees, the Office Clerk processes a work order for the line crew to perform the installation of service.
- i) The PSA reserves the right to deny service for any good and sufficient reason.

VIII. APPLICATION FOR SERVICE – NEW SERVICE at EXISTING CONNECTION LOCATIONS

- a) This policy applies both to existing PSA customers who are moving to a new PSA served location or to new PSA customers establishing service for the first time.
- b) Customers may come to the PSA office to establish service, complete the necessary forms online at www.leecopsa.org, or by email. Customers must include all necessary documentation and ID as required by this policy.
- c) Customers must present valid identification. A government issued photo identification, such as driver's license, passport, military ID, DMV issued ID card, etc. is required. A copy of this ID must be kept on file. For security purposes, PSA staff may only discuss account information with customers whose name appears on the account. However, a customer may choose to establish security questions and answers and provide them to persons they wish to have access to their account information. These security questions allow PSA staff to verify if a person has been given permission to access this information.
- d) The customer must also provide proof of ownership of the residence/business that is to be served. This may be in the form of a mortgage statement, HUD-1 document, deed, property tax bill, a utility bill in which their name appears on the bill with the address of the requested location, or County GIS system showing owner (including heirs). Rental agreements will not suffice for this purpose. The property owner must be the entity seeking utility service. If the renter is to be the ultimate account holder, then the renter may establish the account as outlined in a different section. Other items supplied may be approved at the discretion of the Executive Director.
- e) If a renter is to be the account holder, then a completed *Renter Utility Service Authorization* form, signed by the property owner or their authorized agent, must be provided. Other items supplied may be approved at the discretion of the Executive Director.
- f) For all developments with 10 or more units, the property owner must agree to install a zone (master) meter that will be used to calculate billing, rather than individual meters for each unit.
- g) The service address must be provided on any documentation. Business owners must supply their federal tax ID number.
- h) Upon verification of identity, verification of ownership or rental permission, and completion of the *Application for Water or Sewer* and *Renter Utility Service Authorization* forms, the Office Clerk will check the billing system to verify that the customer does not owe outstanding PSA debts. If the customer has past due debts, they must satisfy them in full before new service can be established.
- i) Once all documentation is received and verified, and it is determined the customer does not have an outstanding debt to the PSA, the Office Clerk will enter the customer information

into the billing system and apply any required fees (including deposit charge, connection fee, road boring fees, etc.).

- j) The Office Clerk will then have the customer sign and initial the *Application for Water or Sewer* form and to verify understanding of policies and procedures provided in this document.
- k) The Office Clerk will collect payment of fees. Upon receipt of payment, the Office Clerk shall provide the customer with a copy of the *Terms of Service* and a receipt of payment. The clerk will create a work order to start service and notify the line maintenance crew of the work order.
- l) The PSA reserves the right to deny service for any good and sufficient reason.

IX. TRANSFERRING SERVICE

- a) If a customer would like to transfer their existing service to a new location, they will need to complete a new service application and indicate their previous service location. Customers may visit the office to transfer service or call our office for further assistance.

X. ACCOUNT NAME CHANGES

- a) Customers may elect to transfer service to another name. This is often done in the event of a change in marital status, death in the family, or declaration of invalidation of the customer.
- b) In order to transfer an existing service to another name (except for death or declaration of invalidation), the Authority must have permission of the original account holder authorizing transfer and documentation. Such documentation may come in many forms, including, but not limited to:
 - Marriage certificate*
 - Divorce decree*
 - Power of Attorney*
- c) In cases of death or invalidation of the original customer, permission of the original account holder is not required. Such documentation may come in many forms, including, but not limited to:
 - Death certificate*
 - Power of Attorney*
 - Court declaration of invalidation and/or guardianship*

- d) The new name on the account will only be the one authorized by the permission form and/or the above documents. The new account holder will be required to present proof of identification and sign a User Agreement just as they would if signing up for new service.
- e) The original deposit will be refunded to the original customer and the new account holder will be required to pay a new deposit, except in the event of death or invalidation of the original account holder, or presentation of a power of attorney.
- f) In the event of death or invalidation of the original account holder, or presentation of a power of attorney, or for a spouse the original deposit can be transferred to the new account holder. In this circumstance, new deposits and/or setup fees will not be applicable.
- g) An account name change form must be completed.

XI. SERVICE DISCONNECTIONS FOR NON-PAYMENT

- a) Customer bills are generated monthly. Bills are due by the date printed on the bill.
- b) Should a payment not be received by the due date printed on the bill, a 10% penalty shall be applied to the current bill on the account.
- c) Bills not paid by the 25th of the following month, or if the customer's account is 45 days in arrears, will incur a \$50 delinquent fee and will result in disconnection of water service. All fees and all past due balances must be paid before service is restored. Service will be restored, when payment is received in full, by the end of the following business day except in emergency situations and/or severe weather conditions which may delay such reconnection. The PSA utilizes an Alert Notification System which will notify customers of unpaid balances as well as past-due and delinquent notices. Customers must sign up for this service, either online or by asking an Office Clerk to assist them. As a customer, you are still responsible for your bill and any late fees and/or reconnection and/or service fees regardless of if you received an alert notification or not. Disconnects shall not be delayed beyond the last day of the month except in emergency situations.
- d) Disconnection of service will be temporarily suspended when the forecasted temperature is at or above 92 degrees Fahrenheit within the 24 hours following the scheduled disconnection. Disconnection of service for nonpayment of bills or fees will be temporarily suspended on Fridays, weekends, state holidays, or the day immediately preceding a state holiday.
- e) An account balance not paid on a disconnected account within 30 days of disconnect, the account is closed and any meter deposit is applied to the remaining balance. Should the customer desire to restore service after this time, a new User Agreement and account deposit is required, along with any remaining balances owed.

- f) Customers paying between the due date and the disconnect date must pay the balance, including penalty, to avoid disconnect, unless: The customer has an active payment plan; The Executive Director has determined that extreme mitigating circumstances warrant deferring the disconnection of service; or the customer has a documented serious medical condition that causes them to fall under provisions of 20VAC5-330 of the Virginia Code.

XII. SERVICE RESTORATION FOLLOWING DISCONNECTIONS for NON-PAYMENT

- a) Delinquent accounts that have their service disconnected for non-payment are eligible to have their service restored once the account balance has been paid in full.
- b) Restoration of service will be made the next business day after payment is received in full. Restoration of service will not be made on the same day as the disconnection of service even if the account balance is paid in full.

XIII. LEAK ADJUSTMENTS FOR CUSTOMER ACCOUNTS

- a) Customers that experience a leak may be eligible for a leak adjustment. The leak must be repaired before the office staff can create a leak adjustment. It is recommended that customers call the office immediately if they experience a leak and provide the office clerk with the date the leak was discovered and the date on which the leak was repaired.
- b) Leak adjustment requests must be made within the billing cycle in which the leak occurred.
- c) Customers are eligible for one (1) leak adjustment within a rolling 12-month period. Adjustments will only be made for leaks where the high consumption bill is twice (2x) the average of the customer's prior 6 months usage.
- d) If a customer is eligible and a leak adjustment is granted, office staff will provide the customer with an updated amount due, based on a calculation created in the billing system using a 6-month history of the customer's account.

XIV. CUSTOMER ACCOUNT PAYMENT PLANS

- e) Payment plans may be created to assist customers with paying their billing amounts due over a period of time and under special circumstances. These plans must be approved by the Office Manager or Executive Director.
- f) Payment plans may be instituted for customers for reasons including, but not limited to: high bills due to a leak that is not covered by the leak adjustment policy; a medical issue that prevented the customer from paying their bill; a large bill due to a unique new service tap installation.

- g) Customers will not be eligible for a payment plan if their billing amount includes a tampering fee.
- h) Customers on a payment plan will remain susceptible to all penalties and fees.
- i) Customers who wish to enter into a payment plan must fill out a payment plan form.

XV. TERMINATION OF SERVICE (VOLUNTARY)

- a) Customers have the option to end service voluntarily by coming to the office and filling out a Disconnection Form. If a customer is unable to travel to the Authority's office, they may call and work with an office clerk for other arrangements.
- b) No one may end customer service on behalf of a customer except: Landlords who have terminated a rental contract with a customer (must provide proof); Person presenting the death certificate of the customer; Persons having power of attorney on behalf of a living customer.
- c) Upon completion of the voluntary Disconnection Form, a work order will be created to have field staff obtain a final meter reading and disconnect service. The final reading is used to prepare the customer's final statement including application of any deposit. If the customer owes money after preparation of the final statement, office staff will mail the customer their final bill during the next billing cycle

XVI. TERMINATION OF SERVICE (INVOLUNTARY)

- d) Service may be terminated by the authority anytime the terms and conditions of service are violated by the customer.
- e) Customers not paying their bill by the cutoff date will be disconnected. Customers who have not paid by 30 days after cutoff will have their accounts terminated.
- f) Terminated customers will have their meter deposits applied to their final bill. Should the meter deposit be less than the amount due, then the customer may be referred to our attorney for further action. Such actions may include, but are not limited to:
 - Filing liens against the property
 - Wage garnishment*
 - Use of collections agencies*
 - Termination of Service*
 - Lawsuit*
 - Virginia Debt Set-off Program (Admin collection fee will be applied).*
 - *Such actions will be taken in accordance with applicable state and federal laws upon consultation with counsel and/or the Board of Directors.*

- g) Customers who have been found to be tampering with or damaging metering equipment, including but not limited to, the meter, yoke, cutoff valve, meter box, radio transmitter, etc., may be subject to tampering penalties and assessment of damages for repairing/replacing damaged equipment. This includes replacement of meter yokes removed due to customer removal of locks.
- h) Customers must pay any charges related to tampering to have service restored. NO PAYMENT PLANS WILL BE ALLOWED FOR CUSTOMER TAMPERING FEES OR DAMAGE ASSESSMENTS. Customers who refuse to pay tampering or damage assessments will be disconnected even if usage charges are paid.
- i) The Authority reserves the right to remove the connection/meter box at the property, including the yoke/line setter if a customer has repeatedly tampered with or damaged any Authority equipment.
- j) Examples of tampering include, but are not limited to: cutting Authority locks placed on meters and/or yokes/line setters; breaking or damaging cutoff valves; attempting to alter the meter in any way; damaging the meter and/or radio transmitting unit; leaving lids off meter boxes.
- k) Theft of water by any means is a criminal offense. Customers who are found to be stealing water, whether from the Authority or from another customer, are subject to immediate termination of service and referral to the Lee County Sheriff's Office and Commonwealth Attorney's Office for investigation and prosecution. Decisions on such referrals are to be made by the Executive Director in consultation with counsel and/or the Board of Directors where appropriate.
- l) Water theft will result in the immediate termination of service. All incidents of theft observed by staff are to be documented to the maximum extent possible, including pictures, and all evidence forwarded to the Executive Director immediately. Means of water theft include, but are not limited to:
 - Removing a meter and inserting a pipe in the interim space*
 - Installing a pipe in place of a removed meter yoke*
 - Unauthorized opening of a fire hydrant, blow off, flush valve, or other Authority equipment*
 - Connection to another customer's service line.*
 - Use of another customer's water fittings without express permission of such customer.*

XVII. SUPERVISION OF WATER AND WASTEWATER OPERATIONS

- a) The PSA Executive Director, Assistant Director, Board of Directors, and the employees of the PSA shall have direct charge of the water operations including, but not limited to, treatment facilities, pumping stations, tanks, reservoirs, valves, hydrants, water distribution lines and service lines up to and including customer meters and meter boxes. The PSA Executive

Director, Assistant Director, Board of Directors, and the employees of the PSA shall have direct charge of the wastewater operations including, but not limited to, treatment facilities, lift stations, wet wells, and wastewater collection lines.