

## **Warren Water District Account Receivable Policy**

1. **Billing.** Once a month, Warren Water District shall read the User's meter, calculate the usage, and send a bill to the User prior to the first day of the following month. Payment is due upon receipt by the User and is delinquent at 4:00 P.M. on the fifteen (15<sup>th</sup>) day of each month.

1A. **Insufficient Funds.** If a User's check, draft, automatic bank debit or similar financial instrument is not honored by the User's financial institution for any reason when presented for the first time, the User's account shall immediately be deemed unpaid and delinquent the same as if the User had not attempted payment. Any payment rejected for lack of funds will incur an administrative charge of \$30.00. If the insufficient funds should result in disconnection of water service, User shall pay in full said administrative charge, as well as all other amounts owing, before service will be reinstated.

Three (3) occurrences of a User's payment being rejected for insufficient funds will result in the User being required to make all future payments by cash, card or money order for a period of six (6) months.

1B. **Late Fees.** If a User fails to fully and timely pay all amounts due at the District Office by 4:00 P.M. on the fifteenth (15<sup>th</sup>) day of the month, the User shall pay a late fee of ten percent (10%) of the sum then due and unpaid.

2. **Discontinuation of Services.** Warren Water District reserves the right to disconnect or deny service for nonpayment of a bill, connection charge or any other amount owing or any violation pursuant to this Policy and the Warren Water District Rules, Regulations and Rate Schedules.

2A. **Delinquency Notice.** If payment is not received by the fifteenth (15<sup>th</sup>) of the month, a Delinquency Notice for nonpayment shall be mailed to the User on the 20<sup>th</sup> day of each month, unless the 20<sup>th</sup> day of the month falls on a Saturday, Sunday or Federal Holiday, in which event said Notice will be mailed on the first Monday thereafter (unless said Monday is a Federal Holiday, in which case Notice will be mailed the next day).

2B. **Final Disconnect Notice.** A Final Disconnection Notice will be mailed to User at least seven (7) days before the Disconnection Date. Saturdays, Sundays and Federal Holidays will count towards the seven (7) days. If payment of all amounts due is not received in the District office by 8:00 A.M. on the date specified in the Final Disconnection Notice, the User's service will be disconnected as set forth below.

2C. **Disconnection/Service Charge.** If payment of all amounts due is not received in the District office by 8:00 A.M. on the date specified in the Final Disconnection Notice, a Service Tech will be dispatched to disconnect service, and a \$50.00 service charge will be added to the unpaid balance. The Service Tech will not accept payment from the User.

3. **Reinstatement of Water Service.** To have Service reconnected on the Disconnection Date, the User must pay all amounts due, including the Service Charge set forth in Paragraph 2(C), by 3:00 p.m. on the Disconnection Date. If payment is received after 3:00 p.m., service will be reinstated the following day, unless the following day falls on a Saturday, Sunday or Federal Holiday, in which event service will be connected the next Monday, unless said Monday is a Federal Holiday, in which event service will be connected the following day. If a Service Tech is available after 3:00 p.m, the User may pay a non-emergency charge of \$100.00 for same day re-connection. The decision as to whether a Service Tech is available for re-connection shall be in the sole discretion of Warren Water District.

4. **Termination of Water Rights.** If payment is not made at the District Office within sixty (60) days from the Disconnection Date, the User's privilege to receive water from the District shall automatically terminate and the meter may be removed from the premises, unless the Board, upon the User's request, finds good cause to not remove the User's meter. Service that is discontinued pursuant to this Paragraph shall be reinstated only after payment of a non-refundable Membership Fee of \$300.00, plus all past and accrued charges, the cost of any damages or repairs, any tax

liens, and all other amounts payable pursuant to this Policy and Warren Water District Rules, Regulations and Rate Schedule.

5. **Tax Lien.** If water service is disconnected, the account is placed on the District's Disconnected Accounts List. If payment is not made within two (2) weeks after the Disconnection Date, a lien shall be placed on the property. The amount of the lien shall be the amount owing, plus all fees, charges or penalties assessable against pursuant to this Policy and Warren Water District Rules, Regulations and Rate Schedule.

6. **Tampering.** Tampering with a disconnected water service and obtaining water is theft, and a serious misdemeanor (Code of Iowa, Chapter 714.2). If illegal use is discovered, the District will pursue all criminal and legal remedies as allowed by law. The District may also permanently refuse service to any User who tampers with a water service.

7. **Mailing Address.** It is the responsibility of the User to maintain a current mailing address with the Warren Water District Main Office. Failure to receive bills or notices shall not relieve a User from the User's payment obligations.

8. **Request for Hearing.** If the User believes that a bill, or any other amount due under this Policy or the District's Rules, Regulations and Rate Schedules is in error or is contrary to the Policy and Rules, Regulations and Rate Schedules, the User shall have a right to a hearing with the District. The hearing procedure shall include:

- The User shall deliver to the District Officer a written request for a hearing on-or-before the fifteenth (15th) day of the month in which the bill in dispute was sent to the User. In addition, the User shall pay the full amount due to the District. If the Board of Directors issues a decision finding that some or all of the amounts in dispute are not owing, the applicable amount shall be reimbursed to the User within thirty (30) days of the date of the Board's decision.
- The User and a representative of the District shall convene a conference at a mutually acceptable time, no later than 30 days after the claim is delivered to the District Office.
- Both the User and the representation of the District shall present relevant information to the Board of Directors.
- All documents presented by the User shall be copied and returned to the User.
- The presiding member of the Board of Directors may request additional information at the hearing.
- The presiding District Manager shall issue a written result and specify the reasons supporting the District's decision, and said result shall be rendered on or before the sixtieth day after the User files the dispute with the District.

Any amounts due to the District not in dispute shall be due and payable within the guidelines of this Policy and the Rules, Regulations and Rate Schedules. Any amounts in dispute shall be due and payable as set forth above. All disputes shall be settled and any amounts due and payable shall be paid within sixty (60) days of the customer filing a dispute with the District.