

P.S.C. W. Va. No. 11
Canceling P.S.C. W. Va. No. 10

TOWN OF HARRISVILLE, a municipal corporation
OF
HARRISVILLE, WEST VIRGINIA
RATES, RULES AND REGULATIONS FOR FURNISHING
SEWERAGE AND SEWAGE DISPOSAL SERVICE
at Harrisville and vicinity, Ritchie County, West Virginia
Filed with THE PUBLIC SERVICE COMMISSION
of
WEST VIRGINIA

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Effective for service rendered
on and after August 23, 2019.

Adopted by Town Council
on July 9, 2019.

ORDS Harrisville 19B

Issued by TOWN OF HARRISVILLE, a municipal corporation

By Chris Skaylitz
Mayor
Title

RULES AND REGULATIONS

- I. Rules and Regulations for the Government of Sewerage Utilities, adopted by the Public Service Commission of West Virginia, and now in effect, and all amendments thereto and modifications thereof hereafter made by said Commission.

APPLICABILITY

This schedule shall apply to service in the entire territory served by the sewer system of the Town of Harrisville.

AVAILABILITY OF SERVICE

All sewer customers served by the sewer system of the Town of Harrisville, whether for domestic, commercial or industrial purposes, shall pay rates in accordance with the schedule established herein.

RATES

- (I) 1. Customer Charge:
Each customer of the sewer system shall pay a monthly customer charge of \$7.10.

- (I) 2. Commodity Charge:
Each customer of the sewer system shall pay a charge of \$11.03 for the first thousand gallons of water used and each and every thousand gallons used thereafter.

- (I) 3. Flat Rate:
Each customer of the sewer system which is not served by the water system of the Town of Harrisville shall pay a monthly fee of \$56.74 (equivalent to 4,500 gallons usage), as a condition to being or remaining connected to the sewer system. If any flat rate bill is not paid within 30 days after the mailing thereof, a lien will be placed against the property and the charge will be prosecuted through the judicial system. Pursuant to Section 3.00 of Public Service Commission of West Virginia "Rules and Regulations for the Government of Sewer Utilities", published March 1, 1977, the Town of Harrisville may require of sewer customers with private water supplies "special flow measuring devices to properly measure the volume of waste water entering the sanitary sewer system. Such special flow measuring device shall be furnished, installed, and maintained by and at the expense of the customer with the approval of the utility."

- (I) 4. Tap Fee
That a tap fee of \$300.00 shall be charged to any new customer requesting service. The utility shall make tap and extend services to the property line.

- (I) Indicates increase

DISCONNECTION/RECONNECTION CHARGES

That there will be a fee of ten dollars (\$10.00) shut-off/turn-on charge, payable in advance or at such time that service is restored. This is for disconnection/reconnection requested by the customer.

DELAYED PAYMENT PENALTY

On all accounts not paid within twenty (20) days after the date of the bill, 10% will be added to the net amount unpaid. This delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate. The customer will pay a \$15.00 fee on any check returned for insufficient funds.

(C) DISCONNECTION

If any bill is not paid within 30 days after the date of the mailing thereof, water service to the customer will be discontinued; provided, however, that at least 24 hours before the discontinuation of water service, a notice of such discontinuation shall be personally served upon the customer by any policeman of the Town of Harrisville, or the Mayor or any member of the Council or Clerk, or the same shall be posted in a prominent place upon the premises served. Water service will not be restored until all past due sewer bills have been paid in full and all accrued penalties plus a reconnection charge of \$20.00 shall be paid.

DEFERRED PAYMENT AGREEMENT

Any sewer customer who has been notified that water service is to be terminated for nonpayment of bills SHALL be given the opportunity to enter into a deferred payment agreement: provided that the customer has demonstrated an ability to pay only in installments. The customer SHALL be informed at the time a disconnection notice is issued of the availability of a reasonable payment plan. The conditions surrounding the agreement shall be as follows:

The details of the deferred payment agreement are to be negotiated between the utility and the customer and may consider several factors, including, but not limited to the following: amount of the delinquency; ability of the customer to pay; payment history; time the delinquency has been outstanding; reasons why the delinquency has been outstanding; and any other relevant factors.

The deferred payment agreement shall include language informing the customer of the rate to challenge the reasonableness of the proposed payments to the Commission.

(C) Indicates change in text

DEFERRED PAYMENT AGREEMENT (Continued)

During the challenge, service may not be terminated; provided, however, that the current bill must be paid by the customer on time and in full in order to protect his rights under this rule.

Once a deferred payment agreement has been established, the customer must pay the current bill on time and in full and make timely payments in accordance with the deferred payment agreement.

Once a deferred payment agreement has been established, if the customer's financial conditions significantly change and the existing payment works a hardship, the utility SHALL renegotiate the payment agreement, consistent with the provisions of Sewer Rule 4.8.b.10. The customer SHALL provide documentation in support of his claim that his financial condition has changed. During the renegotiations period the customer must be continued to pay the current bill on time and in full and make some payment on the delinquency.

If the deferred payment is not received in accordance with the terms of the agreement or the payment is made with a check subsequently dishonored by the bank, the utility may terminate service only after it has mailed written notice, by first class mail, to the customer at least five (5) calendar days, excluding state or federal holidays, prior to termination; provided, that at the option of the utility, either personal contact or telephone contact with the customer may be substituted for contact by first class mail. If the customer makes the delinquent payment within the notice period, service SHALL NOT be terminated. However, if within the last twelve (12) months a customer has attempted to make a payment by check which was returned by the bank the utility may refuse the customer's check and immediately terminate service without additional notice.

MULTIPLE OCCUPANCY

The operators of apartment buildings or other multiple occupancy buildings may require separate metering for each unit therein. Alternatively, buildings may be provided with a master meter, in which case the charge for sewer service shall be the actual charge for sewer service used according to the schedule set forth herein.

TRAILER COURTS

The operators of house trailer courts may require separate metering for each site upon which a house trailer may be set. Alternatively, house trailer courts may be provided with a master meter, in which case the charge for sewer services to such house trailer court shall be the actual charge for sewer used according to the schedule set forth herein. House trailers, as used herein shall include both mobile and immobile units.