
Theft of Service & Tampering

POLICY STATEMENT

Theft defined

1...Tampering with utility equipment or stealing service will be grounds for discontinuance of utility service. Theft of service shall include, but not be limited to the following:

- a) Opening valves at the curb or meter that have been turned off by utility personnel;
- b) Breaking, picking or damaging cut-off locks;
- c) By-passing meters in any way;
- d) Taking unmetered water from hydrants by anyone other than an authorized official of a recognized fire department, fire insurance company or utility for any purpose other than fire fighting, testing or flushing of hydrants;
- e) Removing, disabling, or adjusting meter registers;
- f) Connecting to or intentionally damaging water lines, valves or other appurtenances for the purpose of stealing or damaging utility equipment;
- g) Moving the meter or extending service without permission of Toomsba Water Systems
- h) Any other intentional act of defacement, destruction or vandalism to utility property or act that effects utility property;
- I) Any intentional blockage or obstruction of utility equipment.

Notice of violation

2...A "Notice of Violation" may be mailed or otherwise delivered at the discretion of the Executive Director if:

- a) evidence suggests the possibility of theft of utility service at the customer's premises;
- b) the violation does not constitute an immediate threat of safety or equipment integrity to the system.

The customer will be ordered to immediately cease any unlawful practice.

3...A "Notice of Violation" will be mailed or delivered and customer service is subject to immediate cut-off in any of the following situations:

- a) In the opinion of the Board President, theft or service is clearly evident on the customer's premises; or
- b) When in the opinion of the Board President a situation exists that may endanger public health.

Theft of Service and Tampering

***Fees,
adjustments
and other
payments***

4...In addition, the customer will be subject to a \$ 250.00 violation payment as well as service call charges, labor and replacement parts as detailed by the utility.

***Bill
adjustments
for theft***

5...If Toomsuba Water Systems determines theft of service has occurred, it reserves the right to adjust the customer's current bill and the bills for the past twelve (12) months usage. If the approximate amount of service that was stolen cannot be reasonably determined, the customer's usage will be set at two to four times the minimum bill, as set on a case by case basis by the Board President and/or Board according to the facts of each case.

6...Service will not be restored until all payments for the following are received by Toomsuba Water System:

- a) Adjusted payment for utility service;
- b) Violation payment (see Section 4 above);
- c) All service call charges;
- d) Labor;
- e) Replacement parts;
- f) Reinstatement of service charge.

7...Service will be reinstated only during regular working hours, Monday through Friday, except in the case of emergency.

***Customer
payment
liability***

8...Discontinuance of service by Toomsuba Water System shall not release the customer from liability for payment for service already received or from liability from payments that thereafter become due under the minimum bill provisions or other provisions of the customer's contract.

***Cut-offs and
liability***

9... Toomsuba Water System shall not be liable for any loss or damage resulting from the discontinuance of service.

***That
Customer who
is responsible***

10...The customer(s) whose name(s) appears(s) on the application for service is (are) the customer(s) responsible for payment of all charges.

customer is also responsible for any rules or policy violations that occur regarding Toomsuba Water System service to that property. Personal participation by the customer in any such violation shall not be necessary to impose person responsibility on the customer.

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Court and attorney's fees

11...In the event any customer fails to pay any Toomsba Water System fee or charge, the customer shall pay all costs of collection including court costs and reasonably attorney's fees incurred by Toomsba Water System in collecting such sums.

Utility may refuse service

12...Toomsba Water Systems shall 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 person(s) is (are) delinquent on any payment to the utility or had his or her service discontinued because of a violation of the regulations or policies of Toomsba Water System.

13...In the event that the customer fails to pay said fees and charges as listed above, Toomsba Water System will prosecute the customer to the fullest extent of the law.