



Natural Gas Rules & Regulations For Customer Service

© 07/01/2020

Hopkinsville Water Environment Authority
401 East 9th Street ~ PO Box 628
Hopkinsville, KY 42241-0628
270-887-4246

EXCELLENCE – INTEGRITY - COMMUNITY

INFORMATION TO CUSTOMERS

HWEA will provide customers information regarding rates and policies upon request. HWEA will also provide a statement of monthly consumption for the previous twelve months of a customer's account upon request. Customer information is only given after a customer provides proper identification to ensure they are the account holder. HWEA may utilize information channels such as newspapers, radio, mail, and or television to inform customers as necessary.

All natural gas policies, standard operating procedures, and the Rules and Regulations for Customer Service shall be in compliance with Chapter 57: Natural Gas System, of the City of Hopkinsville, Kentucky, Code of Ordinances.

Please see our website, www.hwea-ky.com, for further details.

HOURS OF OPERATION

Monday - Friday	Drive-Thru	7:30 AM - 4:30 PM
Monday - Friday	Main Office	8:00 AM - 4:30 PM

AFTER HOURS After 3:30 PM Monday - Friday & Weekends

T# 270-887-4246 - Main Office
T# 270-887-4232 - After Hours

TABLE OF CONTENTS

Information to Customers	1
Table of Contents	2
Mission Statement	4
Vision Statement	4
Core Values	5

CUSTOMER SERVICE

Customer Service Fee Schedule	6
Requirements For Requesting Service	6
Requirement for Name Change on Account	7
Billing - HWEA Customer Accounts	7
Methods Of Payment	7
Automatic Bill Payment (ABP)	8
On-Line Bill Payment (OBP)	8
Automated Phone Payment (APP)	9
Payment Extension	9
Late Charges	9
Delinquent Payment	9
Delinquent Accounts-Collections	10
Returned Checks / ABP Rejects / Credit Card Chargebacks	10
Ending Service	10

TAPS & SERVICE FEES

Requirements For Requesting New Service	11
Meter Services	13

POLICIES

Door Tag Notices Policy	13
Access To Premises Policy	13
Gas Meter Testing Policy	14
Military Deployment / Redeployment Policy	14
Interruptions In Service Policy	14
Meter Tampering Policy	16
Unauthorized Use Policy	16

ALL OTHER SERVICES

Right To A Hearing	17
Definitions	17

MISSION STATEMENT

Our mission at HWEA is to produce safe, clean, high quality water, while pursuing **EXCELLENCE** in distribution and customer service.

We dedicate ourselves to this mission by producing outstanding drinking water, a safe and dependable supply of natural gas, and treating wastewater with **INTEGRITY**, professionalism and pride in order to enhance the quality of life for our customers and protect our environment for future generations.

We support the economic development and growth of our **COMMUNITY** by providing these services at fair, reasonable rates in our effort to be the leader and premier natural gas, water and wastewater utility in the region.

VISION STATEMENT

Our vision at HWEA is to be the leader and premier natural gas, water and wastewater utility in the region. In order to do so, we commit ourselves to the pursuit of **EXCELLENCE** in customer service, business, technology, and management.

We will achieve this vision by employing staff that have high ethical and moral standards, who take pride in their work and perform their duties with honesty, **INTEGRITY**, and professionalism.

We will also strive to enhance the quality of life in our **COMMUNITY** by providing safe, reliable supplies of drinking water and natural gas and treating wastewater, which is clean and clear. This is our commitment to the overall health and well being of our customers and our responsibility to protect our environment for future generations to come.

CORE VALUES

We at HWEA believe that Excellence, Integrity, and Community are the core values which help us achieve our mission and vision.

EXCELLENCE

In all we do, we want to be “The Best” and will do “Whatever It Takes” in order to perform our work with a high degree of quality and workmanship. We strive to be the preferred employer in the area by providing jobs with competitive salaries, excellent benefits and a work environment that is professional and enjoyable where employees are inspired to be the best they can be.

INTEGRITY

We employ individuals who are bright, honest, hardworking and who have high ethical and moral standards. Our reputation is of the highest importance and our employees share our core values and use them to guide their decision making each day.

COMMUNITY

We understand that providing “Outstanding Customer Service” is a top priority and by doing so, we serve our friends, our family, our neighbors and our community. We support our city and county leaders, education, and the various local charities and organizations who assist those in need.

CUSTOMER SERVICE FEE SCHEDULE

After Hour Meter Set Fee	\$ 150
After Hour Reconnection Fee	\$ 150
Residential Meter Test Fee	\$ 150
Commercial / Industrial Meter Test Fee	\$ Cost + 15%
Service Fee /Reconnection Fee	\$ 100
Returned Payment Fee	\$ 50
Credit Card Chargeback Fee	\$ 75
Residential Meter Set Fee	\$ 100
Commercial / Industrial Meter Set Fee	\$ Cost + 15%
Residential Account Change Fee	\$ 50
Commercial / Industrial Account Change Fee	\$ 100
Connection Fee	\$ Cost + 15%

REQUIREMENTS FOR REQUESTING SERVICE

HWEA does not require a deposit for utility service. To make a request for these services, the customer must come to the HWEA office and provide the following information:

1. Complete a HWEA Application for Service.
2. A legal identification with customer's picture and signature or corporate identification and resolutions.
3. Immediate payment for any accounts due that have not been paid.
4. A correct address for the requested service and the customer's billing address.
5. A date and time that our Service Technician can meet them at the address to connect service.
6. A Service Fee payment to activate the meter per the current Customer Service Fee Schedule.
7. If property owner, satisfactory proof of ownership. If renting, a lease agreement pertaining to the service location address for the requested service. If a property manager, a comprehensive list of all properties of which they manage.
8. ID Validation is processed for all new applicants

To have service connected the same day, the customer must be in our office no later than 3:30 PM, after 3:30 PM additional fees apply for same day service.

If not feasible for a customer to come into our office, other arrangements can be made per Customer Service Management approval.

REQUIREMENTS FOR NAME CHANGE ON ACCOUNT

A name change on an account may take place for different reasons. These reasons can vary from, but are not limited to marriage, the death of a spouse, divorce, or should a roommate move out. You may be asked to provide proper documentation for the name change to take place. A \$ 35.00 Account Change Fee may be required upon review of HWEA Application of Service and account history by HWEA Management.

BILLING - HWEA CUSTOMER ACCOUNTS

HWEA customers are billed on a monthly basis. A rate schedule is available upon request.

The customer's bill reflects the following:

1. The due date.
2. The net amount due.
3. Cut-off date for non-payment.

METHODS OF PAYMENT

HWEA customers may pay the natural gas bills in the following ways:

1. In person at the HWEA office at 401 East Ninth Street
2. Drive thru window after-hours drop box
3. By mail to:
HWEA
PO Box 628
Hopkinsville, KY 42241-0628

LATE CHARGES / DELINQUENT NOTICE

A penalty of 10% of the gas bill will be added to each delinquent bill. Failure to receive a bill or delinquent notice does not release the customer from due dates, penalties or disconnection.

DELINQUENT PAYMENTS

When a customer is delinquent on their bill, HWEA may turn off gas 15 days after the due date. Service will be restored only after both the arrears and the applicable fees are paid. If the customer does not respond within 2 days, by bringing their account up-to-date, the gas meter is locked off. All charges incurred on that account plus all service fees shall be paid before gas service is restored. If a service call is made to disconnect or lock off service, the Service Fee/Reconnection Fee will apply.

DELINQUENT ACCOUNTS - COLLECTIONS

Inactive unpaid accounts are reviewed 30 days after the account becomes inactive. After HWEA makes all attempts to collect the account balance, the account may be turned over to a collection agency.

Once an account is turned over to collections, the named account holder could be responsible for all reasonable attorney's fees, collection agency fees, and court costs incurred by HWEA to recover any delinquent amounts or indebtedness.

RETURNED CHECKS

When a customer issues a payment to HWEA which is rejected by their bank, the customer is expected to pay the amount returned plus a return fee as provided in the Fee Schedule set out herein. immediately. This payment shall be due immediately and must be in the form of cash, money order, or credit card. If the customer does not resolve the return immediately, HWEA will discontinue gas service until the amount returned, return fee and a service reconnection fee is paid.

ENDING SERVICE

When service is no longer needed, the customer must come to the HWEA office and provide the following information in order to terminate service:

1. A legal identification with customer's picture and signature or a corporate resolution.
2. Sign a HWEA Utility Service Request, which includes a disconnection date.
3. Provide a forwarding address and phone number.

Per the terms of the HWEA Natural Gas Application for Service: When termination of service is requested, customer must ensure that HWEA receives written or verbal notice at least two days prior to the desired date of termination.

REQUIREMENTS FOR REQUESTING NEW SERVICE

In order for HWEA to construct a new tap for gas service, the Customer must provide HWEA with a completed Natural Gas Application for Service along with the appropriate fees before any work can be started. An executed Affidavit of KY HVAC Inspection will be required before the flow of Natural Gas is established to the facility(ies) identified on the application.

The following sections of the Hopkinsville Code of Ordinances apply:

§ 57.09 COMPLIANCE WITH BUILDING CODE REQUIRED.
No gas service from the Commission's distribution system shall be made available to any buildings hereafter constructed without proof of compliance with all applicable planning, zoning, and building codes.

§ 57.12 REQUIREMENTS AND SPECIFICATIONS FOR SERVICE LINE CONSTRUCTION AND INSTALLATION.

A. The requirements and specifications hereinafter set forth in this section governing the installation and maintenance of gas service lines, house piping, appliance connections, meters and regulators on customer's premises, and the inspection and testing of the same are published by the Commission, for the instruction and guidance of those persons doing gas fitting work. These requirements and specifications have been adopted in the interest of safe and adequate service to the customer.

B. These requirements and specifications govern service to both newly constructed buildings and to existing structures where any alterations or changes are being made. It shall be the duty of the customer, owner, or his representative to notify the Commission of any changes or alterations, remodeling or reconstruction, or damages to premises affecting gas piping, including meters, regulators, and the customer service line. Gas service shall not be resumed to the premises until all requirements have been met and the lines have been inspected, tested, and approved. When altering or extending house piping or service, all changes shall be made to conform to these requirements and specifications.

C. It is not intended that these requirements and specifications be all inclusive and where unusual conditions arise or where special service is required, the Commission is to be consulted before proceeding with the work.

D. The Commission may refuse gas service to any premises where the gas piping does not conform to these requirements and specifications. The Commission will not assume responsibility for any imperfect material or defective or faulty workmanship in the installation of the customer's house piping, appliances or appliance connections, or for any loss or damage arising from such imperfect material or tested by its representative.

§ 57.17 METER AND SERVICE PRESSURE REGULATORS IN GENERAL.

Any changes or alterations in piping, connecting, reconnecting must be made only by the Commission or an authorized representative of the Commission. (Ord. 19-2011, passed 10-18-2011)

METER SERVICES

HWEA can provide many different size gas connections for a customers' different needs. Most residential homes need only a 3/4" gas service, while commercial and industrial customers may require a larger service. HWEA will install a gas service based on the following size and fee:

<u>SIZE OF TAP</u>	<u>FEE</u>
Varies	Cost + 15%

DOOR TAG NOTICES POLICY

HWEA may issue door tags to customers for the following:

1. Excessive / Irregular Use.
2. Notification of Returned Payment.
3. Order to contact our office.
4. Interruption of service due to repairs or Curtailment.
5. Notice of Leak Inspection.
6. Findings of Service Call.
7. General Notice.

ACCESS TO PREMISES POLICY

A basic provision of HWEA's utility rights is that HWEA personnel have access to a customer's premises to inspect, repair, and service our system. These services will be conducted at reasonable hours unless there is an emergency.

Hopkinsville, KY Code of Ordinances 57.18 (H)

"The Commission or its designee reserves the **right to enter** upon the real estate and/or structure for the sole purpose of installing, maintaining, reading, removing, terminating, or any other utility service function necessary dealing with the meter, lines, pipes, or other city apparatuses used in providing utilities. In the event the landlord, tenant, or occupant of the premises or real estate denies such entry, the Commission reserves the right to terminate the service and to estimate the charges for utilities provided."

GAS METER TESTING POLICY

If a customer feels their gas meter is not registering the correct amount of gas used, they may request that their meter be tested. HWEA will remove the meter in question and have it tested by an independent certified meter technician. A meter test fee, as stated in the Customer Service Fee Schedule, will be collected before the meter is tested for a Residential meter. A meter test fee in the sum of (Cost + 15%) will be collected before the meter is tested for all Commercial and Industrial meters.

If the gas meter is registering more than 100% of the actual gas usage, HWEA will adjust the customer's bill and reimburse the customer for the testing of the gas meter. If the meter registers 100% or less of the actual gas usage, the customer's meter test fee and original amount billed will stand.

MILITARY DEPLOYMENT / REDEPLOYMENT POLICY

To better support our troops and their families, HWEA will waive the meter reconnection service fee during regular business hours for active duty military personnel who return from deployment. This waiver shall include active duty military who may be either a renter or homeowner. To qualify for this waiver, active duty military personnel are required to bring in their deployment orders in addition to the required information to set up a new service. It is strongly suggested that the meter be removed before deployment to avoid the possibility of the gas being turned on due to an accident or act of vandalism, which could result in damage to the residence.

INTERRUPTIONS IN SERVICE AND CURTAILMENT POLICY

HWEA strives to supply its customers with uninterrupted gas service. There are times of course, when repairs to our system may interrupt these services. If at all possible, HWEA will notify the customer of service interruption. Under emergency conditions though, it is not always possible to notify customers before gas shutdown. HWEA assumes no responsibility for damages or claims as a result of any interruption of service.

Interruptible Nature of Service - The Customer recognizes that the sales service provided by HWEA is to be performed by HWEA on a fully interruptible basis. The Customer further recognizes that the sales service provided under this Agreement may be interrupted in whole or in part from time to time at HWEA'S sole discretion upon two hours' notice or such lesser notice as may be the maximum practicable under the circumstances. In no event shall an interruption of service constitute a breach of this Agreement, and HWEA shall not be liable in damages or otherwise to the Customer or any person for any interruption of service under this Agreement. Upon request, the Customer agrees to interrupt or curtail its consumption of natural gas in the manner, at the time, and to the extent directed by HWEA.

Curtailement - An uninterruptible supply of Natural Gas from the transmission sources supplying gas to the HWEA Natural Gas Distribution System does not exist. The nature of this arrangement is such that when repairs to the supplier's transmission system or shortages of available natural gas supplies exist, HWEA may receive a limited and/or reduced supply of natural gas to meet the needs of its customers. In this type of situation, HWEA will ask its natural gas customers to curtail (cut-back) on the amount of natural gas they are using. This type of situation may occur during extreme cold weather events when increased heating demand is creating increased demand on the available supply of natural gas. In such an instance, HWEA will first ask Commercial and Industrial Customers to curtail their usage of natural gas until the available supply is sufficient to meet the needs of all natural gas customers. Should the situation merit such, HWEA will also ask Residential Customers to make efforts to curtail the amount of natural gas they are using to maintain their homes. Such measures may include, but not be limited to, lowering thermostat temperatures for HVAC and Hot Water devices. HWEA reserves the right to take such actions as it deems appropriate to deal with customers who refuse to comply with curtailment requests.

METER TAMPERING POLICY

It is unlawful for anyone other than HWEA personnel to make any adjustments, changes, alterations, or connections to HWEA meter services. If evidence indicates any form of tampering, the customer being served at that location will be responsible for all damages and gas loss, in addition to all other penalties that may be provided by law. The HWEA Natural Gas Application for Customer Service states: A customer who has damaged HWEA equipment or tampered with a lock on a meter set may be refused service, fined and/or prosecuted. Hopkinsville, KY Code of Ordinance 57.04, reads as follows:

§ 57.04 TAMPERING WITH EQUIPMENT OR METERS.

- A. No authorized person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any equipment, structure, appurtenance, or gas meter, which is part of the natural gas system of the Commission.
- B. Any person violating this provision shall be subject to immediate arrest under the charge of disorderly conduct.

(Ord. 19-2011, passed 10-18-2011)

UNAUTHORIZED USE POLICY

The Unauthorized Use Policy establishes enforcement action for instances in which there has been unauthorized use of gas from HWEA's system. The HWEA Natural Gas Application for Customer Service states: Customer will use gas supplied through HWEA meter only. Use of other metering devices or bypassing equipment and tampering with adjustments on HWEA owned metering facilities by the customer are prohibited. Tampering or bypassing a meter may result in fines and/or prosecution. Hopkinsville, KY Code of Ordinance 57.04, as stated above, applies hereto.

RIGHT TO A HEARING

HWEA will provide a hearing process for the customer when there is a dispute with HWEA. Claims involving nonpayment of billed charges, damage to HWEA property, or other service related problems will be heard by the Customer Service Office Manager. If the Office Manager or Director does not resolve the claim, then the customer may request a hearing with the President/CEO. The customer and HWEA have a right to legal representation at the meeting. The customer's service will not be disconnected during the hearing process. However, the customer is responsible for the payment of all natural gas used during the hearing process period, per the terms of the Application for Service Agreement.

DEFINITIONS

For the purpose of this document, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

AUTHORIZED REPRESENTATIVE. An authorized representative of the Commission may be any person designated by the Commission to act on its behalf.

AVAILABLE. As used in connection with this chapter, means a natural gas main located on the property line or within 500 feet of the property line, at which point a connection can be made for a building gas service line.

BUILDING GAS SERVICE LINE. The extension from a building to the meter; also referred to as the ***HOUSE CONNECTION.***

CITY. The City of Hopkinsville, Kentucky, its Sewerage and Water Works Commission, or other entity having responsibility for the natural gas system.

COMMISSION. The Commission is the Sewerage and Water Works Commission, dba Hopkinsville Water Environment Authority (HWEA).

EASEMENT. An acquired legal right for specific use of land owned by others.

EQUIPMENT. All moveable, non-fixed items necessary to the natural gas distribution process.

FORCE MAJEURE. Superior force, chance occurrence, unavoidable accident. It is a common clause in contracts that essentially frees both parties from liability or obligation when an extraordinary event or circumstance beyond the control of the parties, such as a war, strike, riot, crime, or an event described by the legal term *act of God* (such as hurricane, flooding, earthquake, volcanic eruption, etc.), prevents one or both parties from fulfilling their obligations under the contract. In practice, most force majeure clauses do not excuse a party's non-performance entirely, but only suspends it for the duration of the force majeure.

Force majeure is generally intended to include occurrences beyond the reasonable control of a party, and therefore would not cover:

- any result of the negligence or malfeasance of a party, which have a materially adverse effect on the ability of such party to perform its obligations;
- any result of the usual and natural consequences of external forces (for example, predicted rain stops an outdoor event); and
- any circumstances that are specifically contemplated (included) in the contract.

GENERAL MANAGER. The person employed by the Commission as General Manager and in charge of the entire municipal water and natural gas system or his or her authorized deputy, agent, or representative.

OPERATION AND MAINTENANCE. All annual operation and maintenance expenses including replacement related directly to operating and maintaining the natural gas system as shown by the annual audit.

PERSON. Any individual, partnership, co-partnership, firm, company, corporation, association, joint stock, company, trust, estate, governmental entity, or any other legal representatives, agents, or assign. Where indicated by the text, the masculine gender shall include the feminine and the singular shall include the plural.

PREMISES. Any and all areas of a customer's property which are served, or have the potential to be served, by the municipal gas system.

USER. Any person using natural gas for any purpose for which either a regular charge is made, or in the case of bulk sales, a cash charge is made at the time of delivery; also referred to as a ***CUSTOMER*** or a ***CONSUMER***.

**End of
Rules & Regulations for Customer Service
Natural Gas**



EXCELLENCE – INTEGRITY - COMMUNITY

“The Clear Choice”

401 East 9th Street
P.O. Box 628
Hopkinsville, KY 42241-0628
270-887-4246
www.hwea-ky.com