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| Title of Policy: | **Discontinuance of Service (Cut-Offs)** | **Pg 1-3** |
| Section #: | Section 12 |  |
| Approval Date: | **February 9, 2021** |  |
| Revision Date: |  | Policy 12.1 |

**POLICY STATEMENT**

1. Reasons for Discontinuance of Service:
2. Nonpayment of bill or other charges;
3. Partial payment of bill or other charges;
4. Failure to comply with utility rules, regulations or policies;
5. Any threat to public health on the customer’s premises which may endanger other customers;
6. Tampering with utility equipment or stealing service;
7. A “final notice” **will not** be mailed if payment is not received by the due date
8. Service cut-offs for non-payment or partial payment of bills, amounts that are at fifteen (15) dollars or more, will begin the first working day after the 20th day of the month. Service cut-offs will be handled in accordance with Kingston Water Department’s (KWD’s) workload.
9. When a customer receives a bill and considers the bill to be incorrect, the customer may request a review of the bill. To request a review, the customer must contact any clerical employee of KWD in person or by telephone within ten days prior to the due date. The customer’s service will not be discontinued for failure to pay a disputed bill until after the customer has the opportunity to meet with a KWD employee.

For the benefit of the customer, normal service cut-offs will not be made on a Friday or on the day immediately preceding a holiday that KWD observes.

1. In the following situations KWD reserves the right to discontinue service without customer notice:
2. When in the opinion of the Manager a situation exists that may endanger public health;
3. Where there is evidence of tampering with KWD equipment or stealing of service;
4. Where it is discovered that a misrepresentation of identity was made in obtaining service.
5. Service will be reinstated on the day of cutoffs if payment is made by 4:00 pm. After cutoff day, service will be reinstated only during regular working hours, Monday through Friday.
6. KWD bills are recurring charges. Failure by the customer to receive a utility bill will not entitle the customer to be relieved of payment.
7. The customer shall pay all costs for the discontinuance of service and any reconnection. The charges for these services are shown in the Schedule of Rates and Charges.
8. Discontinuance of service by KWD 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.
9. KWD shall not be liable for any loss or damage resulting from the discontinuance of service.
10. KWD shall not disconnect the service to any Customer on a life support system or dialysis machine in accordance with this Policy. It is the responsibility of the Customer to notify and provide documentation to KWD if service discontinuance would be life threatening. After notification, KWD will flag the Customer’s account and meter as an “Emergency Medical Service” to ensure that the service is not cut off by KWD or others in accordance with this Policy.

If an emergency medical service customer cannot pay a bill or other charge, it shall be the customer’s responsibility to find a social service agency or charitable group to assist the customer to prevent the eventual discontinuance of service for nonpayment. Qualifying customers may apply for KWD’s “Neighbors helping Neighbors” Program contingent on available funds.

1. The customer(s) whose name appears on the application for service is (are) the customer(s) responsible for payment of all charges. That customer is also responsible for any rules or policy violations that occur regarding the utility service to that property. Personal participation by the customer in any such violation shall not be necessary to impose personal responsibility on the customer.
2. In the event any customer fails to pay any utility fee or charge, the customer shall pay all costs of collection including court costs and reasonable attorney’s fees incurred by KWD in collecting such sums.
3. KWD 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 KWD or had his/her service discontinued because of a violation of the regulations or policies of KWD.
4. The customer in whose name the service is furnished may request termination of service by mail or in person at the office of KWD.
5. Each customer must give a minimum of a one (1) day written notice to KWD of service termination. The customer will be responsible for all charges which accrue to the end of the period including the minimum charge.
6. Where KWD service is being furnished to an occupant of premises under a contract not in the occupant’s name, KWD reserves the right to impose the following conditions on the right of the customer to discontinue service under such a contract.
7. Written notice of the customer’s desire for such service to be continued may be required.
8. KWD shall have the right to continue such service for a period not to exceed two (2) business days after receipt of such written notice, during which time the customer will be responsible to KWD for all charges for such service.

18.When KWD has discontinued service for nonpayment, KWD may collect all due and past due amounts, plus a service charge before service is reconnected. See “Schedule of Rates and Charges.