

HENDERSONVILLE UTILITY DISTRICT

CUSTOMER POLICIES

125 Indian Lake Road
Hendersonville, TN 37075
615-824-3717

Recommended by:


Joe Rewa, General Manager

Approved by:


William C. Boyers, President


James W. Mc Murray, Secretary


Ronald Flowers, Treasurer

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Adjustments to Bills/Leak Adjustments/Meter Testing

1. The need to adjust a utility bill may be evident by a Customer complaint of excessive billing or evidence of leakage on the Customer side of the meter.
2. It is the Customer's responsibility to keep the plumbing system in good working order.
3. No Customer shall receive more than **one (1) adjustment** for an outside leak, and no more than **one (1) adjustment** for an inside leak during one (1) calendar year.
4. The Utility will first determine that the meter is properly read, and radio reads match the meter head. If an investigation of the meter and meter records establishes that there was a failure of utility equipment, a new bill will be issued using an estimated reading based on an average of the past twelve (12) months' billings for this period. There will be no penalty assessed in the event the adjustment procedure delays payment past the penalty date.
5. If an investigation of the meter and meter record establishes that there was no failure of utility equipment, the bill will remain valid and payable.
6. If an adjustment of the Customer's bill is warranted, the amount of the bill will be determined based on an average of the billing period for the last twelve (12) months plus one-half of the overage. If a leak is determined not to have entered sanitary sewer, 100% of sewer charges will be adjusted less twelve (12) months average bill.
7. Adjustments will be made, if requested, on the sewer portion of a customer's bill for filling a swimming pool per the following criteria:
 - a. Adjustments are made only after the first 5,000 gallons used
 - b. Adjustments are at the current rate per 1,000 gallons of water used
 - c. Only one (1) adjustment will be allowed per calendar year
8. Adjustments on utility bills will NOT be made on the following:
 - a. Routine dripping faucets
 - b. Premises left or abandoned without reasonable care for the plumbing system.
 - c. More than one occurrence per calendar year, unless approved by General Manager.
 - d. Watering of lawns/gardens
 - e. Filling of hot tubs
 - f. Filling of ponds
9. The Utility shall not be obligated to adjust any bills not contested within ninety (90) days from the billing date.
10. The Utility shall be under no obligation to extend the discount or due date or the time for paying any bills because the Customer disputes the amount of the bill.
11. All Customers requesting an adjustment must provide a receipt for parts bought or a company repair. If the customer does not have a receipt, they can complete a Affidavit located in HUD office.
12. The Manager or their designee shall file with the Board at its regular monthly meetings an Adjustment Report to be reviewed by the Board and made part of the minutes.

Alternative Payment Methods Policy

Automatic Drafts:

1. The Utility has a third-party electronic payment processing company that will accept drafts from all banks and/or credit cards.
2. The Customer will complete the draft process through the third-party processor.
3. The Utility will send an invoice to the Customer with the message “*Paid by Bank Draft and/or credit card*” printed on the invoice on the date of its regular billing. This will give the Customer time to examine the invoice before it is deducted from their account.
4. The Customer’s draft will be presented to the bank and/or credit card for payment on the date the Net Amount is due.
5. If funds are not available in the Customer’s account at the time the draft is presented and the draft is returned unpaid, the Utility will: *see section 15*
 - (a) Notify the Customer by phone and/or email that the draft was returned unpaid.
 - (b) Upon return of the unpaid draft, an additional charge will be added to the Customer’s account.
 - (c) The Customer account will be subject to the Utility's cut-off policy.
6. Any Customers whose draft is returned unpaid more than two (2) times will be removed from the automatic Payment Method.
7. Customers who wish to return to the regular payment options may do so through the third-party processor.

Payment by Credit Card

1. All credit cards will go through the third-party processor.
2. The Utility will accept credit/debit cards presented in the following manner:
 - (a) In the office, customer will process at a kiosk/ipad
 - (b) By phone through third-party automated system
 - (c) By internet
3. The Utility will accept credit/debit card for all services ran through the third-party processor.

Processing fees requirements:

TCA 9-1-108 (3) Requires a utility district or municipal entity to “set and collect a processing fee in an amount that is equal to the amount paid to the third-party processor for processing the payment. However, the processing fee shall not be set in an amount that exceeds five percent (5%) of the amount of the payment collected by credit card or debit card. Such processing fee may be waived by approval of the Governing Body”.

4. The third-party processor shall charge a processing fee for all credit/debit card transactions.
5. The Utility shall not make any cash advances or cash returns on cards presented.

6. If a card is rejected by the processing company at the time it is presented, the Utility will require payment by another method (cash or money order).

7. If for any reason, a Charge Back is received by the Utility, the Charge Back shall be treated as non-payment of the Customer's account and will be subject to the Utility's cut-off policy (*"Charge Backs" occur when a Customer disputes the charges on their card and the Customer's credit card company charges back the charge to the utility's credit company*).

Bad Debt Write-Off

The Utility will actively pursue the collection of delinquent accounts, regularly review the status of delinquent accounts, and write-off amounts determined to be uncollectible. Utility accounts which have been delinquent for more than thirty (30) days shall be turned over for collection to a collection agency.

Delinquent accounts should be written off during the fiscal year the account is determined to be uncollectible.

A delinquent account will be considered uncollectible after the appropriate collection procedures have been followed and if it meets one or more of the following criteria:

- The debt is disputed, and the Utility has insufficient documentation to pursue collection efforts;
- The cost of further collection efforts will exceed the estimated recovery amount;
- The amount is under \$20 and remains unpaid after one year;
- The account remains unpaid after the applicable period for commencement of a recovery action (statute of limitations);
- The delinquent account holder cannot be located or the debtor's assets cannot be located;
- The delinquent account holder has no assets or no assets can be found;
- The delinquent account holder has died and there is no known estate or guarantor;
- The delinquent account holder is a company which is no longer in business;
- The debt is discharged through legal action (bankruptcy or court judgment);

At least annually, the General Manager will prepare a list of the delinquent accounts which meet the criteria for designation as an uncollectible account for approval by the Board of Commissioners. The list must include name, account number, and account balance of the uncollectible accounts being written off. The Board of Commissioners shall approve the list of delinquent accounts as uncollectible, and the uncollectible accounts shall be written off.

If a delinquent account has been turned over for collection or has been written off as uncollectible, the delinquent account holder will not be allowed to sign up for new service by the Utility at any location until all delinquent accounts in the name of the account holder and all collection costs for the delinquent accounts have been paid.

Billing and Payment

1. Utility bills will be rendered monthly. New service will be billable after 10 days, depending on district billing schedule.
2. Utility bills shall include a “net” amount with a payment due date, after which date the “gross” amount shall apply.
3. Should the date for payment of a bill fall on a weekend or holiday, the bill may be paid on the following business day at the net amount.
4. When a Customer does not pay a bill by the final payment date for the gross amount of the bill, service shall be discontinued in accordance with the Utility's Discontinuance of Service Policy. The Customer's bill shall advise the Customer that any dispute concerning the bill must be reported to the Utility before the cut-off date to avoid discontinuance of service.
5. Utility bills are recognized as a routine bill owed by the Customer. The Customer's failure to receive a bill does not change in any way the Customer's obligation to pay the amount due in a timely manner.
6. The following bill payment method/locations are acceptable:
 - a. Mail - Payment will be posted according to the day it was received.
 - b. Drop-off box - Payment posted on the morning of the business day that box is opened.
 - c. In person.
 - d. Via phone through automated system.
 - e. Utility's Internet Site - Payment posted on business day entered.
7. When a Customer receives a bill and considers the bill to be incorrect, the Customer may request a review of the bill. *See section 1*
8. Any payment that fails to clear the bank shall be treated as non-payment. If the payment is returned because of insufficient funds or any other reason that is the fault of the Customer, the date of payment will be deemed to be the date of good and proper payment. If that date falls after the net amount date, the Customer's bill is subject to gross amount charges and returned charges.
9. 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 the Utility in collecting such sums.
10. Each Customer must give a notice to the Utility of service termination. The Customer will be responsible for all charges which accrue to the end of the last day of service, including the minimum charge.
11. Procedure for Customer notification of discontinuance of service:
 - a. In person: Customer must verify last 4 of social or birthday, or present photo ID
 - b. Phone, mail, fax or email: Customer must include address, account number, and one (1) other form of positive account identification.

Cross Connection

This policy sets forth uniform requirements for the protection of the public water system for the Hendersonville Utility District from possible contamination, and enable the Utility to comply with all applicable local, State and Federal laws, regulations, standards or requirements, including the Safe Drinking Water Act of 1996, TCA 68-221-701 to 68-221-720 and the Rules and Regulations for Public Water Systems and Drinking Water Quality issued by the Tennessee Department of Environment and Conservation, Division of Water Supply.

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SECTION I

GENERAL

The Hendersonville Utility District of Sumner County, Tennessee requires all new or high risk commercial facilities and all irrigation and secondary watering meters to be equipped with no less than a Reduced Pressure Backflow Preventer Assembly on the main water service between the meter and the first branch connection. Residential requirements for backflow protection shall be determined by the District.

The customer shall be responsible for the installation, operation and maintenance of such backflow prevention assemblies as may be necessary for the protection of the community water system.

OBJECTIVE

To protect the public water system served by the Hendersonville Utility District from the possibility of contamination or pollution by isolating contaminants or pollutants which could backflow or back siphon into the public water supply.

To promote the elimination or control of existing cross connections, actual or potential.

TENNESSEE CODE ANNOTATED (SECTIONS 68-13-701 THROUGH 68-13-719)

The Tennessee Code Annotated, Sections 68-13-701 through 68-13-719, places the responsibility on the public system for supplying safe water to its customers and controlling cross-connection hazards. This law specifically prohibits the water purveyor from installing or maintaining a water service connection to a customer where cross-connections or backflow hazards exist or have potential to exist.

The Tennessee Department of Environment and Conservation requires that all public water suppliers have an ongoing cross connection control program. The program must include provisions for: public education, routine on-site inspections, enforcement, installation, testing, and record keeping.

Because the Hendersonville Utility District (the District) is the purveyor of water to most of the City of Hendersonville, the District is responsible for implementing and carrying out a state approved cross connection program.

SECTION II

DEFINITIONS

The following words, phrases, and terms shall have the meaning ascribed to them in this section, when used in the interpretation and enforcement of this ordinance

Air-gap: Shall mean a vertical, physical separation between a water supply and the overflow rim of a non-pressurized receiving vessel. An approved air-gap separation shall be at least twice the inside diameter of the water supply line, but in no case less than two (2") inches. Where a discharge line serves as receiver, the air-gap shall be at least twice the diameter of the discharge line, but not less than two (2") inches.

Assembly: Shall mean a backflow preventer that is testable.

Atmospheric vacuum breaker: Shall mean a device which prevents back siphonage by creating an atmospheric vent when there is either a negative pressure or a sub atmospheric pressure in the water system. This device is not considered adequate protection for any degree of hazard by the Hendersonville Utility District.

Auxiliary intake: Shall mean any water supply, on/or available to a premises, other than that directly supplied by the public water system. These auxiliary waters may include water from another purveyor's public water system, any natural source such as a well, spring, river, stream, and so forth; used, reclaimed or recycled waters, or industrial fluids.

Backflow: Shall mean the undesirable reversal of the intended direction of flow in a potable water distribution system as a result of a cross-connection.

Backpressure: Shall mean any elevation of pressure in the downstream piping system (caused by a pump, elevated tank or piping, steam, and/or air pressure) above the water supply pressure at the point which could cause, or tend to cause, a reversal of the normal direction of flow.

Back siphonage: Shall mean the flow of water or other liquids, mixtures, or substances into the

potable water system from any source other than its intended source, caused by the reduction of pressure in the potable water system.

Bypass: Shall mean any system of piping or other arrangement whereby water from the public water system can be diverted around a backflow prevention device.

Cross-Connection: Shall mean any physical connection or potential connection whereby the public water system is connected, directly or indirectly, with any other water supply system, sewer, drain, conduit, pool, storage reservoir, plumbing fixture or other waste or liquid of unknown or unsafe quality, which may be capable of imparting contamination to the public water system as a result of backflow or back siphonage. Bypass arrangements, jumper connections, removable sections, swivel or changeover devices, through which or because of which backflow could occur, are considered to be cross-connections.

Device: Shall mean a non-testable backflow preventer.

District: The Hendersonville Utility District of Sumner County, Tennessee.

Double check valve assembly: Shall mean the assembly of two (2) independently operating, approved check valves with tightly closing resilient seated shut-off valves on each side of the check valves, fitted with properly located resilient seated test cocks for testing each check valve. The Hendersonville Utility District allows double check valves assemblies on fire lines only.

Double check detector assembly: Shall mean an assembly of two (2) independently operating, approved check valves with an approved water meter (protected by another double check valve assembly) connected across the check valves, with tightly closing resilient seated shut-off valves on each side of the check valves, fitted with properly located resilient seated test cocks for testing each part of the assembly. Assembly is allowed on fire system lines ONLY.

Interconnection: Shall mean any system of piping or other arrangements whereby the public water supply is connected directly with a sewer, drain, conduit, pool, storage reservoir, or other device which does or may contain sewage or other waste or liquid which would be capable of imparting contamination to the public water system.

Person: Shall mean any and all persons, natural or artificial, including any individual, firm or association, and any municipal or private corporation organized or existing under the laws of this or any other state or country.

Potable water: Shall mean water which meets the criteria of the Tennessee Department of Environment and Conservation and the United States Environmental Protection Agency for human Consumption.

Pressure vacuum breaker: Shall mean an assembly consisting of a device containing one (1) or two (2) independently operating spring loaded check valves and an independently operating spring loaded air inlet valve located on the discharge side of the check valve(s), with tightly closing shut-off valves on each side of the check valves and properly located test cocks for the testing of the check valves. This device is not considered adequate protection against backflow or back siphonage by the Hendersonville Utility District and cannot be used for any application.

Public water supply: Shall mean the Hendersonville Utility District, which furnishes potable water to the City of Hendersonville for general use and which is recognized as the public water supply by the Tennessee Department of Environment and Conservation.

Reduced pressure principle backflow prevention assembly (RPBP): An assembly consisting of two (2) independently operating approved check valves, an automatically operating differential relief valve located between the two check valves, tightly closing resilient seated shut-off valves, plus properly located resilient seated test cocks for the testing of the check valves and relief valve. This is the only backflow preventer allowed on any installation within the jurisdiction of the Hendersonville Utility District.

Secondary watering meter: Shall mean a second water meter bought by the customer and installed by the Hendersonville Utility District, for purposes of lawn irrigation, filling of swimming pools, etc. where the water use does not include a sewer charge.

Water system: Shall be considered as the facilities for the production, treatment, storage, and distribution of water; and shall include all those facilities of the water system under the complete control of the water department, up to the point where the customer's service begins (the water meter).

SECTION III **INSPECTIONS**

RIGHT OF ENTRY FOR INSPECTION

Any authorized inspector of, or for, the District shall have the right to enter, at a reasonable time, any property served by a connection to the District's public water system for the purpose of inspecting the piping system therein for cross connection, auxiliary intakes, bypasses or interconnections, or for the testing of backflow prevention assemblies.

CROSS CONNECTION INSPECTIONS

The District reserves the right to inspect any property, facility, building, or premises where cross connections are deemed possible. Any person found to have cross connections will be allowed a

reasonable time in which to comply with the requirements set forth in this ordinance. In no case shall the time for corrective measures exceed ninety (90) days. The time allowed for corrective measures will be relative to the degree of hazard to public health, and may follow disconnection when the risk to the public health, in the opinion of the General Manager, or his designated representative, warrants it.

If the District determines at any time that a serious threat to the public health exists the water service will be terminated immediately.

SECTION IV **VIOLATIONS**

CORRECTIONS OF VIOLATIONS

The failure to correct conditions threatening the safety of the public water supply system within the time limits established shall be grounds for denial of water service.

MINIMUM ACCEPTABLE INSTALLATION REQUIREMENTS FOR BACKFLOW PREVENTION ASSEMBLIES

The District has set requirements for the installation of backflow preventers. These requirements are the standard for all backflow prevention assembly installations within the Hendersonville Utility District jurisdiction. See section (VIII).

SECTION V **BACKFLOW PREVENTION ASSEMBLIES**

APPROVED ASSEMBLIES

Only backflow prevention assemblies approved by the Foundation of Cross Connection Control and Hydraulic Research at the University of Southern California, and the Tennessee Department of Environment and Conservation, Division of Water Supply may be installed within the District's jurisdiction. The District reserves the right to supersede this list.

Air gap separations and reduced pressure backflow prevention assemblies are the only type of backflow protection allowed by the District. Double check valve assemblies are allowed on fire sprinkler systems that are not considered high hazard, as determined by the American Water Works Association's publication, M- 14.

All installations and repair of backflow prevention assemblies must be performed by a state certified installer or repair person unless authorized by the District. Installers and repairers must be certified

through the Tennessee Department of Environment and Conservation or through training classes offered by the Tennessee Association of Utility Districts (TAUD) only.

A list of authorized installers and repairers is available by calling 824-3717.

SECTION VI

TESTING

TESTING OF ASSEMBLIES

All testing of backflow prevention assemblies within the District will be performed by state certified testers from the District, unless otherwise authorized by the District. Testers must be certified through the Tennessee Department of Environment and Conservation or through The Tennessee Association of Utility Districts. For information on certification contact:

Fleming Environmental Training Center
202 Blanton Drive
Murfreesboro, TN 37129-2912
Phone: (615) 898-8090
Brent Ogles

Tennessee Association of Utility Districts
840 Commercial Court
Murfreesboro, TN 37133-2529
(615) 896-9022
Greg Baker

Any backflow prevention assembly that fails a test will be required to be repaired or replaced within 30 days of the initial test at which time a certified tester from the District will re-test to insure correct operation.

High hazard situations will not be allowed to continue unprotected if the backflow prevention assembly fails and cannot be repaired immediately. The certified tester will have the authority to make a final determination as to whether a hazardous situation exists.

In the event that the backflow prevention assembly has not been repaired the customer will be allowed a maximum of two (2) retest failures before the discontinuance of water service.

Failures of backflow prevention assemblies on irrigation systems, hose connections, bibb connections, or any connection to a secondary watering meter will be allowed a maximum of two (2) failures before the discontinuance of water service.

In all situations the owner is responsible to bear the cost of repair or replacement of a malfunctioning assembly.

Anyone connecting to a fire hydrant for purposes of filling trucks, tanks, etc. must have a reduced pressure backflow prevention assembly installed between hydrant connection and hose.

FIRE PROTECTION SYSTEMS

The District has adopted the American Water Works Association (AWWA) classification system (M-14) for backflow prevention on fire protection systems. This classifies fire protection systems into six classes based on the water source used in the system. The type of backflow protection required for each premises is determined by the classification that the fire protection system falls under. At no point is anything less than a Double Check Valve Assembly allowed to be installed on a fire protection system.

ONLY LICENSED FIRE SPRINKLER CONTRACTORS ARE ALLOWED TO INSTALL, REPAIR, OR TEST BACKFLOW PREVENTION DEVICES ON FIRE PROTECTION SYSTEMS.

AWWA PUBLICATION M-14 CLASSIFICATIONS Second Edition 1990

- Class 1: Shall be those with direct connections from public water mains; no pumps, tanks, reservoirs; no physical connection from other water supplies; no antifreeze or other additives of any kind; all sprinkler drains discharging to the atmosphere, dry wells or other safe outlets.
- Class 2: Shall be the same as Class 1, except the booster pumps may be installed in the connections from the Street mains.
- Class 3: Shall be those with direct connection from public water supply mains, plus one or more of the following: elevated storage tanks, fire pumps taking suction from above ground covered reservoirs or tanks, and/or pressure tanks (all storage facilities are filled from or connected to public water only, and the water in the tanks is to be maintained in a potable condition.)
- Class 4: Shall be those with direct connection from public water supply mains, similar to Class 1 and Class 2, with an auxiliary supply dedicated to fire department use and available to the premises, such as auxiliary supply located within 1700 ft. of the pumper connection.
- Class 5: Shall be those directly supplied from public water mains and auxiliary supplies, such as pumps taking suction from reservoirs exposed to contamination, or rivers and ponds, driven wells, mills or other industrial water systems, or where antifreeze or other additives are used.
- Class 6: Shall be those with combined industrial and fire protection systems supplied from the public water mains only, with or without gravity storage or pump suction tanks.

WATERING METERS AND IRRIGATION SYSTEMS

All irrigation systems and secondary watering meter connections must be protected by no less than a reduced pressure backflow preventer. This assembly must be installed in an area that is easily accessible for testing and not surrounded by bushes, trees, or anything else that would hinder the tester from performing his duties.

SECTION VII INSTALLATION

APPROVAL OF NEW INSTALLATIONS

The installation of any backflow prevention assemblies within the jurisdiction of the District must be approved by the District prior to water service being turned on.

Any multi-use building that is being served by a single water meter MUST install the backflow prevention assembly outside next to meter.

EXISTING INSTALLATIONS

All existing backflow prevention assemblies will be tested annually. The order will be rated on a number system in regard to degree of hazard with (1) being the most hazardous, (2) being moderately hazardous and (3) being low hazardous. All assemblies protecting a premises with a (1) rating will be tested first, followed by (2) and then (3).

The District reserves the right to rate, and to change rating, as they deem necessary.

SECTION VIII INSTALLATION CRITERIA

All backflow prevention assemblies shall be installed in accordance with the manufacturer's installation instructions. The District reserves the right to supersede manufacturer's instructions when necessary.

The entire backflow prevention assembly, including test cocks, shut off valves, strainer and any other part must be easily accessible for testing. Any backflow prevention assembly that is not accessible for testing at the time of the test will be considered "Failed".

The entire backflow prevention assembly shall be located a minimum of twelve (12) inches, plus the nominal diameter of the device, above the ground. Maximum height of any backflow prevention assembly shall be no more than 48 inches. The clearance from any wall surfaces or other obstructions must be a minimum of (6) inches.

All backflow prevention assemblies must be protected from freezing, vandalism, abuse, and any corrosive, sticky, greasy, or abrasive environment.

All backflow prevention assemblies shall be installed in an area where discharge from the relief port will not create undesirable conditions.

An approved air gap shall separate the relief port of the backflow prevention assembly from any drainage system.

Any indoor installation of a backflow prevention assembly must have a floor drain that is 2.5 times the diameter of the size of the backflow preventer. Any installation that does not have this will be approved only after a waiver has been signed by the owner of the company and/or the property on which the backflow prevention assembly has been installed.

An approved strainer, fitted with a drain cock, must be installed on the immediate up stream side of the backflow prevention assembly.

Any pressure reducers or regulators must be installed prior to the backflow prevention assembly.

All backflow prevention assemblies installed on fire sprinkler systems are to be tested and maintained by the system installers or the company who is contracted to maintain the fire system on that property or business. The assemblies must be tested annually and the results sent to: Hendersonville Utility District, P.O. Box 180, Hendersonville, TN 37077. This includes all current and future backflow preventer installations.

Double check valve and double detector check valve assemblies are allowed only on fire sprinkler system lines. All other water lines must be protected by a reduced pressure principle backflow prevention assembly.

Indoor installations of backflow prevention assemblies are allowed only where sufficient drainage is in place. Drain must be 2 1/2 times the size of the diameter of the water line feeding the premises being protected.

Duplicate backflow prevention assembly installations must be installed on water lines where water cannot be shutoff for testing, repair, etc. Duplicate installations must be installed in parallel.

Below ground installations of backflow prevention assemblies are not allowed unless approved by the District.

All new installations of backflow prevention assemblies MUST include test fittings installed with Teflon tape only. Caps must also be installed to prevent dirt, debris, insects, etc. from getting into the test fittings.

All domestic backflow prevention assemblies that are located outdoors must have a pre-engineered protective covering made specifically to protect backflow prevention assemblies. All devices must be protected by this type of covering unless they will be removed for the winter.

All work, including installation and repair of a backflow prevention assembly, must be done by an individual or contractor that has been approved by the District.

All backflow prevention assemblies must be accessible for testing.

The District reserves the right to refuse any installation of a backflow prevention assembly that is not installed to the District's specifications regardless of how long the assembly has been installed.

Atmospheric vacuum breakers, pressure vacuum breakers, dual check valve devices, and spill resistant pressure backflow preventers are NOT considered adequate protection against backflow or back siphonage by The District and cannot be used in any application. Hose bibb vacuum breakers can only be used on house hydrants and are not allowed on secondary watering meter hydrant installations.

All backflow prevention assemblies three (3) inch or larger must have rising stem gate valves installed on both the inlet and outlet sides of the assembly.

SECTION IX

HENDERSONVILLE UTILITY DISTRICT INFORMATION

Mailing and Business Address:

Hendersonville Utility District
P.O. Box
114 Dunn Street
Hendersonville, TN 37077-0180

General Manager: Tom Atchley
(615) 824-3717
Fax: (615) 824-3797

Date Approved: April 21 2008

By the undersigned Board of Commissioners of the Hendersonville Utility District:

Approved By:

Recommended By:

William C. Dwyer
PRESIDENT

Thomas J. Atchley
GENERAL MANAGER

Jason J. Dwyer
SECRETARY

Customer Contract

All new customers or potential customer desiring utility service from this Utility shall fill out a CUSTOMER APPLICATION/CONTRACT FORM and will be charged an application fee. The fee associated with the application is NOT a security deposit and is NOT refundable.

Customer Fees, Rates, and Charges

All Fees and Charges set forth in this Policy are found in the Utilities Rates and Fees Schedule.

1. An application fee will be charged to transfer an existing account to a new service if service at both addresses overlaps 30 days of service.
2. Property Owners/Landlords who will resume responsibility for service formerly in the name of a tenant may pay a one-time fee to cover all property in lieu of an application fee for each property.
3. A tapping privilege fee is a charge made when utility service is initially run from the main line to the Customer's property line. The ownership of the tap is conveyed along with the property.
4. A residential or commercial/industrial tap shall entitle a Customer to utility service to one and only one dwelling or business. If a second residential dwelling or business is to receive service on the same or neighboring tract, a second tap must be obtained.
5. If any Customer fails to disconnect any additional dwellings during the allotted time, the Customer's service shall be disconnected for violation of the rules and regulations of this Utility at the convenience of the Utility.
6. Customers requiring temporary service shall pay all costs of connecting, in addition to the regular charge for water used.
7. If a Customer wishes their service to be temporarily turned off, the Customer must contact the Utility. Depending on the duration of the cut-off, the Utility will valve off or remove the meter, at its discretion. There could be a fee for the reinstatement of service (*see Schedule of Rates and Charges*).
8. If the account is active, a minimum bill will be assessed at each billing period (*the minimum bill reflects each Customer's share of the overhead to operate the system*).
9. If full payment of a bill is not received in the Utility office by the close of business on the date noted on the bill, the Customer must pay the gross amount shown on the bill.
10. If a Customer's payment is returned to the Utility by a financial institution for any reason, the maximum fee set by TCA 47-29-102 will be added to the amount due.



The Hendersonville Utility District
of Sumner County, Tennessee
Hendersonville, Tennessee

Customer #: Customer Number

Account #: Account Number

SERVICE AGREEMENT

THIS AGREEMENT entered into by and between The Hendersonville Utility District, a municipal corporation, organized under the laws of the State of Tennessee, hereinafter called The District, and,

Customer Name _____ owner, (lessee), of Lot. No. _____, in _____ Plan Number _____ Subdivision, or

Service Address _____, Hendersonville, Tennessee, hereinafter referred to as consumer,

hereby witnesseth:

The District is to furnish water and sewer connections to the consumer subject however, to the terms, stipulations and conditions hereinafter set forth.

It is understood and agreed that every condition and term of this contract is of the essence of the contract and if breached, the water may be cut off, and shall not be turned on again, except by order of the District and the payment of the charge in effect at the date of reconnection.

Failure to take advantage of any breach shall not be construed to be a waiver, the rights herein given being continuing ones.

Water and sewer connection shall be used to supply only the property covered by this contract and neither shall the Consumer nor anyone else have the right to use or permit to be used, water or sewer connection at any other house or at a different location than provided for herein.

The Consumer agrees to allow a meter of the District's selection upon his property and hereby gives his permission to enter the premises to read same.

The Consumer agrees to prevent the waste of water and the District may at any time determine the maximum amount of water that may be used by the Consumer.

The Consumer agrees that only authorized employees of the District shall be permitted to turn the water on or off and in the event damage to meter or box occurs from the fault of the Consumer, charges for same shall be paid by the Consumer.

The Consumer agrees that items deposited into the sewer system shall consist only of household and human waste, or commercial or industrial wastes prior approved, and that no objects, acids or items other than approved waste shall enter such sewers.

The Consumer further agrees that any line stoppage or breakage of line shall be promptly repaired by them if it is on their property so that no surface water or foreign materials shall be allowed to enter the sewer line.

The Consumer agrees that prior to turning on the water, the Consumer must make a connection fee and submit to identification verification. Connection fees are set by Board of Commissions and are subject to change.

It is expressly understood and agreed however, that the rates charged may be subject to increase or decrease, at any time by the District upon ninety days notice to the Consumer.

The District shall have the right to go upon the premises of the Consumer and shut off the water, without further notice, when water and/or sewer bills shall be come delinquent and such service shall not be reinstated until the Consumer shall have paid all bills due plus a reconnection charge in effect at the date of such reconnection.

It is the District's intention to read meters on or about the same day of each month and the mailing or delivering of such bills shall be to the last address given by the Consumer and the District will not be responsible for non-receipt of bills by the Consumer.

The Consumer may discontinue service upon due notice to the District and the District shall discontinue such service upon receipt of such notice at the earliest possible time.

The Consumer shall install, own and maintain all lateral or service lines or pipes on his property including all sewer lines and the District shall not maintain same in any way except by inspection. The Consumer further agrees to cause to be repaired all such lines damaged or broken upon his property and to notify the District when such damage occurs and when such damage has been repaired, the District having the right to inspect same at any time.

The District shall not be responsible in any way or manner in damages for any failure to supply a sufficient quantity of water, nor is it required to furnish water of any particular quality, nor is there any agreement, express or implied, that the water supplied will be sufficient for the use of the Consumer or for protection against fire nor is fire protection in any way within the purview of this contract.

The District may at any time when necessary for repairs or any other reason whatsoever, shut off the water from the Consumer's property without being liable in any way.

It is expressly understood and agreed by and between the parties, that the District shall have the right to make and put into effect all rules and regulations that may be necessary or proper, in its business of supplying water or sewer connection.

It is further understood and agreed that this contract shall be binding upon the parties, their heirs, successors, representatives, lessees, grantees and assigns, and that this is the only agreement existing between the parties, and there are no other implied or expressed covenants, representations or warranties on the part of the District.

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate on
Date MDY _____

Empty box for stamp or signature.

_____, Consumer
(Customer Signature)

OFFICE USE ONLY	
APPLICATION FEE:	
WATER CONNECTION FEE:	
WATER CAPACITY CHARGE:	
SEWER CONNECTION FEE:	
SEWER CAPACITY CHARGE:	
EFFECTIVE DATE:	Current Customer Move In Date

Date And Time MDY

Discontinuance of Service

OMISSIONS

In the absence of specific rules or policies, the disposition of matters related to discontinuance of service shall be made by the Governing Board in accordance with its usual and customary practices.

Fees and Charges for Disconnection of Service are found in the Utilities Rates and Fees Schedule

1. Reasons for Discontinuance of Service:

- a.** Nonpayment of bill or other charges.
- b.** Partial payment of bill or other charges.
- c.** Failure to comply with utility rules, regulations, or policies.
- d.** Any threat to public health on the Customer's premises which may endanger other Customers.
- e.** Tampering with utility equipment or stealing service.
- f.** If a Customer has allowed more than one service on one tap.

2. A "Past Due Notice" will **not** be sent if payment is not received by the due date. Disconnects/cut-offs will be handled in accordance with the Utility's workload.

3. When a Customer receives a bill and considers the bill to be incorrect, the Customer may request a review of the bill. *See section 1*

4. 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.

5. In the following situations the Utility reserves the right to discontinue service without Customer notice:

- a.** When in the opinion of the Manager a situation exists that may endanger public health.
- b.** Where there is evidence of tampering with utility equipment or stealing of service.
- c.** Where it is discovered that a misrepresentation of identity.

6. Service will be reinstated only during working hours 7:30-4:00 after all fees have been paid, Monday through Friday, except in an emergency. Someone must be present in the home before the Utility will reconnect.

7. Utility bills are recurring charges. Failure by the Customer to receive a utility bill will not entitle the Customer to be relieved of payment.

8. Discontinuance of service by the Utility 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. The Utility shall not be liable for any loss or damage resulting from the discontinuance of service.

10. A landlord shall not use the discontinuance of service to his or her property to force a tenant or occupant to surrender possession of the property. The landlord shall use appropriate legal means for that purpose.

11. 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.

12. 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 the Utility in collecting such sums.

13. The Utility 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 the Utility.

14. The Utility 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 the Utility if service discontinuance would be life threatening. After notification, the Utility will flag the Customer's account and meter as an "Emergency Medical Service" to ensure that the service is not cut off by Utility personnel 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.

15. The customer is responsible for contacting the Utility to request termination of service, and is responsible for all charges that accrue through the last date.

Eminent Domain

- 1.** Normally, the General Manager will determine that the Utility must acquire an easement or property.
- 2.** Unless the General Manager has already been given specific authority to negotiate for the acquisition of the easement or property, the General Manager should advise the Utility's Governing Board of the need for the easement or property.
- 3.** The Board should give the General Manager or some other designee the power to negotiate for the acquisition of the easement or property setting forth the purchase price and other parameters which the General Manager or its designee shall use to negotiate for the acquisition.
- 4.** If possible, the General Manager or the Board's designee shall communicate personally with the property owner to describe the Utility's need for the easement or property.
- 5.** The General Manager or the Board's designee should have the written easement or contract to purchase the real property ready to present to the property owner for execution before the first communication with the property owner.
- 6.** The General Manager or the Board's designee shall negotiate for the easement or property within the parameters set by the Board.
- 7.** In the event the General Manager or the Board's designee successfully negotiates the acquisition of an easement, the General Manager or the Board's designee shall have the property owner sign the easement. In the event the General Manager or the Board's designee successfully negotiates the purchase of property, the General Manager shall have the owner execute the agreement and shall deliver to the Board the original contract for its execution.
- 8.** The Board may delegate to one of its members, the General Manager, or other designee the power to execute any instruments to convey the property to the Utility.
- 9.** In the event the General Manager or the Board's designee is not able to negotiate for the easement or property within the parameters set by the Board, the General Manager or the Board's designee shall report to the Board on the progress of the negotiations.
- 10.** The Board may establish new parameters for the acquisition of the easement or property and permit the General Manager or its designee to negotiate within these new parameters or determine that the easement or property be condemned.
- 11.** Before the condemnation petition is filed, the General Manager or the Board's designee shall write the property owner to advise him or her that the easement or property must be condemned and to encourage the property owner to accept the Utility's final offer to avoid the expense of litigation.
- 12.** In the event the Board determines that the easement or property should be condemned, the Board shall pass a resolution authorizing the condemnation.
- 13.** The Board, the General Manager, or the Board's designee shall contact the Utility's attorney and advise him or her to file the condemnation petition and shall provide the attorney all the information needed to file the petition.
- 14.** When time is of the essence and circumstances do not permit the Utility to follow these procedures to condemn an easement or piece of property, the Utility should consult its attorney to determine the appropriate course of action when expedited procedures are necessary.

Fire Protection Services Policy

Utility approval of hydrants

1. The Utility must approve the installation of all fire hydrants connected to its water system. The Utility may refuse to allow fire hydrants to be connected to any part of its water system when the Utility, in its sole discretion, determines the system will not adequately support the connection or the operation of a fire hydrant will adversely affect the services it is currently providing to its customers.
2. The Utility must approve the location and specifications for the installation of fire hydrants and their appurtenances on any water line constructed by developers or other persons in subdivisions, commercial developments, industrial areas or any other location where the water line is to be dedicated to the Utility upon its completion.

Hydrant installation

3. All fire hydrants and their appurtenances must be installed either by the Utility or by a Utility approved contractor in accordance with the Utility's specifications. Fire hydrants and their appurtenances must be installed within Utility easements on private property and will not be installed in public right-of-ways without the Utility's consent.

Operation of hydrants

4. No fire hydrant will be operated by anyone other than an authorized fire department or Utility personnel without the written consent of the Utility.
5. Fire hydrants shall be operated only with a wrench that is approved by the Utility.
6. The Utility does not guarantee any pressure or flow minimums for fire hydrants or fire sprinkler systems.
7. Customers requesting the installation of a fire hydrant must pay for all labor and materials necessary to properly install the fire hydrant and pay for any other costs incurred for the installation to comply with the provisions of this Policy.

Hydrants installed in areas of inadequate flow pressure

8. To install a fire hydrant on a water line which is inadequate to handle fire flows, a developer, customer or other person must request that the Board of Commissioners adopt a resolution to allow the installation for submission to the Department of Environment and Conservation as required by its regulations. When the installation is authorized, the approved contractor installing the hydrant must pin, seal, or lock the pumper nozzle of the hydrant so that it cannot be opened and must color code the hydrant with black paint. These hydrants shall only be used by fire fighters to refill equipment tanks. No pumper truck shall be allowed to pump directly from the Utility's lines through such a hydrant.

Use of hydrants

9. Any person who wishes to use fire hydrants to obtain water to construct buildings, or for other purposes must obtain permission from the Utility and must use the hydrant in accordance with Utility's fire hydrant use policy.

Unauthorized use of hydrants

11. Any unauthorized person operating a fire hydrant without the consent of the Utility will pay the Utility for water used from the hydrant as estimated by the Utility, and will pay for any damage to the Utility's hydrant, equipment or water lines from the unauthorized use.

Hydrant damage

12. Any person who damages a fire hydrant with a motor vehicle or by any other means will pay for the damage to the Utility's hydrant, equipment, or water lines caused by the person's actions.

Fire Sprinkler System

13. The Utility must approve the connection of fire sprinkler systems to the Utility's water lines.

14. Water obtained for use by a fire sprinkler system will be used for fire protection and for no other purpose.

15. No cross-connection is allowed between a fire sprinkler system and the Utility's potable water lines.

16. The Utility shall have right of access during business hours to a customer's premises for the purpose of inspecting fire sprinkler systems.

17. Water service lines installed by a customer to provide water to a fire sprinkler system for fire protection will be owned and maintained by the Customer.

18. Multiple connections for fire sprinkler service to one structure in service on the effective date of this Policy shall be considered a single connection for billing purposes only.

19. By furnishing water to a Customer for its fire sprinkler system, the Utility assumes no responsibility for the compliance of the installation of the fire sprinkler system with any codes, regulations or standards governing fire sprinkler systems other than those of the Utility.

HYDRANT METER AND BACKFLOW RENTAL POLICY

For use of a Hendersonville Utility District hydrant, the following conditions must apply:

1. Any person(s) or business desiring to use a fire hydrant as a source of water will be required to make a deposit.
2. The user will be provided with the following equipment for use while obtaining water from the hydrant permitted:
 - A fire hydrant meter assembly; or
 - A fire hydrant meter/backflow preventer assembly.

The user will provide support for the meter assembly when attached to the hydrant. The user must **NOT** allow the weight of the unit to be borne by the hydrant nozzle.

After setting up the hydrant meter assembly, the user will open the hydrant completely to avoid damage to hydrant setting. The user will **NOT** use the hydrant main valve to control flows.

3. The reading on the meter will be recorded on the permit application/agreement when the unit is picked up by the user.
4. At the end of each day the user will turn off the main valve to the hydrant.
5. When the user has finished with their use of the hydrant, the user will remove the fire hydrant meter assembly from the hydrant and return it to the District office.
6. Utility Management will record the meter reading on the agreement/application.
7. Utility staff will inspect the fire hydrant meter assembly for damage.
8. Every 90 days the user is responsible for renewing the agreement/application at the District main office or returns the meter.
9. The District is not responsible for any damage to personal property or the hydrant in use.
10. A hydrant wrench must be used and provided by the user.
11. Temporary meters can only be used in the District's operational boundaries.
12. Resale of water is prohibited.

HYDRANT METER AND BACKFLOW RENTAL POLICY

Billing Procedure

- There will be a rental fee per month.
- The charge for water used will be a minimum of 30,000gls every quarter. Any water usage over 30,000 gallons will be charged on the Districts water rates per 1,000 gallons of water used.
- Temporary meter deposits will be refunded only after the meter has been inspected by a District employee, and invoice for water usage has been paid in full.
- If a temporary meter is lost, damaged, or stolen, the temporary meter deposit fee will not be returned and the user will be assessed an additional fee.



HYDRANT METER AND BACKFLOW RENTAL AGREEMENT

Date: _____ Phone No. _____

Contractor/Business: _____

Billing Address: _____

Deposit Amount of \$ _____ / Meter Paid: Yes / No

Official Use Only

Meter Identification No: _____

Meter Size: _____ Make: _____

Reading Out: _____ Reading In: _____

Backflow No. : _____

Date Installed: _____ Date Removed: _____

Installed By: _____

Intended Use: _____

I have read and understand the Hydrant Meter and Backflow Rental Agreement

Received By: _____
Signature *Print Name* *Date*

Temporary meter deposits will be refunded only after invoice has been paid in full. If meter is lost, damaged, or stolen there will be an additional charge. There will be a rental fee per month plus a minimum bill for the first 30,000 gallons of water used. Every 90 days the Contractor/Business is responsible for renewing their contract at our main office or returns the meter.

Hendersonville Utility District is not responsible for any personal property damage or hydrant damage. A hydrant wrench must be used and provided by the Contractor/Business. Temporary meters can only be used in the district's operational boundaries and resale of water is not permitted by user.

Identity Theft Prevention Program of Hendersonville Utility District

The Utility maintains accounts for its Customers to pay for utility service where bills are sent and payments are due monthly. These accounts are covered accounts under the Red Flag Rules adopted by the Federal Trade Commission (FTC) in 16 C.F.R. § 681.2. The Utility adopts this Identity Theft Prevention Program (the Program) to comply with 16 C.F.R. § 681.2 which is designed to detect, prevent and mitigate identity theft in connection with these Customer accounts. The accounts covered by this Program shall be referred to as Customer accounts.

SECTION I. IDENTIFICATION OF RELEVANT RED FLAGS

- A. Risk Factors-** In identifying relevant Red Flags associated with Customer accounts, the Utility's Board of Commissioners and management have considered the following identity theft risk factors:

1. Types of Covered Accounts- The Utility opens and maintains Customer accounts for persons to pay for utility service rendered where bills are sent and payments are due monthly which are covered accounts.

2. Methods for Opening Accounts- The Utility requires that persons or businesses which wish to receive utility service submit an application for utility service with the following information:

- a.** Name of adult household members on the account;
- b.** Applicant's date of birth;
- c.** Address location where service shall be provided;
- d.** Mailing address if different than service address;
- e.** Contact and billing information;
- f.** Social Security Number or Tax Identification Number;
- g.** Driver's license number; and
- h.** Employment information.

The applicant for service may be required to present to the Customer service employee valid government-issued photo identification as proof of identity.

- 3. Methods for Accessing Accounts** - The Utility will allow Customers to access information related to their accounts using the following methods:

- a.** In person at the Utility office with a proper identification;
- b.** Over the telephone after providing the Customer service employee with certain identifying information such as any of the following: the caller's date of birth, the address and telephone number of the service location, the last four digits of the member's Social Security Number, Tax Identification Number, a password, or by answering a predetermined challenge question; and
- c.** Over the Internet using a secure password.

- 4. Previous Experience with Identity Theft**. The Utility is not aware of any security breach of or unauthorized access to its system used to store Customers' identifying information. The historical absence of identity theft of its Customers'

information is due to (1) the limited services and credit provided to its Customers, both of which are tied to an immovable physical location; (2) the minimal size of the population it serves; (3) the relatively low rate of change in Customer base; and (4) the Utility's procedures for securing Customers' personal information.

B. Sources of Red Flags- In identifying relevant Red Flags associated with Customer accounts, the Utility's Board of Commissioners and management have considered the following sources of Red Flags for identity theft:

1. Past Incidents of Identity Theft- The Utility is not aware of any security breach of or unauthorized access to its system used to store Customers' personal identifying information collected by the Utility. In the event of incidents of identity theft in the future, such incidents shall be used to identify additional Red Flags, and this Program will be amended accordingly.

2. Identified Changes in Methods of Identity Theft. The Utility will review methods of identity theft it has identified to assess changes in identity theft risks.

3. Applicable Supervisory Guidance. As a part of its annual review, the Utility will review additional regulatory guidance from the FTC and other consumer protection authorities on new identity theft risks and recommended practices for identifying, detecting, and preventing identity theft.

C. Categories of Red Flags- In identifying relevant Red Flags associated with Customer accounts, the Utility's Board of Commissioners and management have considered the following categories of Red Flags for identity theft.

1. Suspicious Documents. The presentation of suspicious documents can be a Red Flag for identity theft. Presentation of suspicious documents includes:

- a. Documents provided for identification that appear to have been altered or forged;
- b. The photograph or physical description on the identification is not consistent with the appearance of the applicant or Customer presenting the identification;
- c. Other information on the identification is not consistent with information provided by the person opening a new account or the Customer presenting the identification;
- d. Other information on the identification is not consistent with readily accessible information that is on file with the Utility such as the Customer's application for service; and
- e. An application for service appears to have been altered or forged or gives the appearance of having been destroyed and reassembled.

2. Suspicious Personal Identifying Information. The presentation of suspicious personal identifying information can be a Red Flag for identity theft. Presentation of suspicious personal identifying information occurs when:

- a. Personal identifying information provided is inconsistent when compared against external information sources used by the Utility;
- b. Personal identifying information provided by the Customer is inconsistent with other personal identifying information provided by the Customer;

- c. Personal identifying information provided is associated with known fraudulent activity as indicated by internal or third-party sources used by the Utility, for example:
 - 1. The address on an application for service is the same as the address provided on a fraudulent application; or
 - 2. The phone number on an application is the same as the number provided on a fraudulent application.
 - d. Personal identifying information provided is of a type commonly associated with fraudulent activity as indicated by internal or third-party sources used by the Utility. For example:
 - 1. The address on an application is fictitious, a mail drop, or a prison; or
 - 2. The phone number is invalid or is associated with a pager or answering service.
 - e. The Social Security Number provided is the same as that submitted by other persons opening an account or other Customers.
 - f. The address or telephone number provided is the same as or similar to the account number or telephone number submitted by an unusually large number of other persons opening accounts or other Customers.
 - g. The person opening the covered account or the Customer fails to provide all required personal identifying information on an application for service or in response to notification that the application is incomplete.
 - h. Personal identifying information provided is not consistent with personal identifying information that is on file with the Utility.
 - i. The person opening the account or the Customer cannot provide authenticating information beyond that which generally would be available from a wallet or consumer report.
- 3. Suspicious Activity-** The unusual use of or other suspicious activity related to a Customer account can be a Red Flag for identity theft. Suspicious activities include:
- a. Shortly following the notice of a change of address for a Customer account, the Utility receives a request for the addition of other persons to be served at the address on the account.
 - b. A Customer fails to make the first payment or makes an initial payment but no subsequent payments on the account.
 - c. A Customer account is used in a manner which is not consistent with established patterns of use on the account such as:
 - 1. Nonpayment when there is no history of late or missed payments; or
 - 2. A material change in the amount of utility service purchased;
 - d. Mail sent to the Customer is returned repeatedly as undeliverable although utility purchases continue to be made on the Customer account.
 - e. The Utility is notified that the Customer is not receiving paper account statements.
 - f. A Customer requests that the Utility provide the Customer with personal identifying information from the Utility's records.
- 4. Notices-** Notices of potential identity theft are serious Red Flags which notices shall include:
- a. Notice from Customers, law enforcement authorities or other persons indicating that a Customer may have been a victim of identity theft;
 - b. Notice to the Utility that a Customer has provided information to someone fraudulently claiming to represent the Utility;

- c. Notice to the Utility that a fraudulent website which appears similar to the Utility's website is being used to solicit Customer personal identifying information;
- d. The Utility's mail servers are receiving returned e-mails that the Utility did not send indicating that a Customer may have received fraudulent e-mail soliciting Customer personal identifying information.

SECTION II. DETECTING RED FLAGS

A. The Utility shall obtain identifying information about a person opening a Customer account and shall verify the identity of the person opening a Customer account. The Utility will obtain the following information to open a Customer account:

- 1. Name of adult household members on the account;
- 2. Applicant's date of birth;
- 3. Address location where service shall be provided;
- 4. Mailing address if different than service address;
- 5. Contact and billing information;
- 6. Social Security Number or Tax Identification Number;
- 7. Driver's license number.

The applicant for service may be required to present to the Utility Customer service employee valid government-issued photo identification as proof of identity.

B. The Utility shall not provide identifying information to its Customers, either verbally or in writing, even when a Customer is asking for the Customer's own information.

C. For existing Customer accounts the Utility shall authenticate Customers, monitor transactions and verify the validity of change of address requests.

SECTION III. PREVENTING AND MITIGATING IDENTIFY THEFT

A. If a Utility employee detects a Red Flag on a Customer account, the Utility employee shall notify the employee's supervisor or the General Manager that the employee has detected a Red Flag. The General Manager may take the following steps to prevent identity theft:

- 1. Monitoring a Customer account for evidence of identity theft;
- 2. Changing any passwords, security codes, or other security devices that permit access to a Customer account;
- 3. Reopening a Customer account with a new account number;
- 4. Closing an existing Customer account;
- 5. Not attempting to collect on a Customer account;
- 6. Notifying the Customer;
- 7. Notifying law enforcement; or
- 8. Determining that no response is warranted under the particular circumstances.

B. If the Utility discovers that any of its Customers have become victims of identity theft, the Utility shall notify the Customer and local law enforcement.

SECTION IV. PROGRAM UPDATES AND ADMINISTRATION

The Utility shall update the Program at least annually to reflect changes in risks to Customers of identity theft. In updating the Program, the Utility shall consider the following:

- A. The Utility's experiences with identity theft;
- B. Changes in methods of identity theft;
- C. Changes in methods to detect, prevent, and mitigate identity theft;
- D. Changes in the Utility's types of Customer accounts; and
- E. Changes in business arrangements involving mergers, acquisitions, alliances, joint ventures and third party service providers.

SECTION V. PROGRAM ADMINISTRATION

A. The Program shall be approved by the Board of Commissioners. The General Manager shall oversee the administration of the Program. The General Manager may assign specific responsibility for the implementation of the Program to Utility employees. The General Manager shall review reports prepared by Utility employees under subsection V.B.

B. The General Manager shall prepare and present a written report to the Board of Commissioners at least annually on the Utility's compliance with 16 C.F.R. § 681.2. The report to the Board of Commissioners shall include a discussion of the following:

1. The effectiveness of the Program in addressing the risk of identity theft;
2. Third party service provider arrangements;
3. Significant incidents of identity theft and management's response; and
4. Recommendations for changes to the Program.

The General Manager's annual report shall be incorporated into the minutes of the Board of Commissioners meeting at which the report is given.

C. The Utility has business relationships with third-party service providers for collection of delinquent accounts and other services. Under these business relationships, the third party service providers have access to Customer identifying information covered under this Program. The General Manager shall ensure that a third party service providers' work for the Utility is consistent with this Program by:

1. Amending contracts with the third party service providers to incorporate these requirements; or
2. Determining that the third party service providers have reasonable alternative safeguards that provide the same or a greater level of protection for Customer information as provided by the Utility.

Public Records Access Policy

BACKGROUND AND PURPOSE

Utilities in Tennessee must abide by the Public Records Act. Generally, this Act requires that most utility documents must be open for public inspection by any citizen of Tennessee.

The Tennessee Comptroller of the Treasury has established an "Office of Open Records Counsel". The Office of Open Records Counsel serves as the contact for concerns on access to local government public records under the Tennessee Public Records Act (Tenn. Code Ann. Sections 10-7-501 et seq.). The Office assists in obtaining public records from local government, both in guiding citizens to correct offices/officials and in working to resolve disputes regarding access to public records. The Office promotes education and awareness of the Tennessee public records and open meetings laws through direct outreach and through coordination with existing organizations. This effort is addressed both to citizens and to local governments.

All utilities should visit their web site located at: <http://www.comptroller.tn.gov/openrecords/index.asp>

Many questions dealing with records can be answered by reading the FAQ section and most forms that you made need in dealing with request for records are available. Other contact information for the office is:

*Office of Open Records Counsel
505 Deaderick Street, Suite 1600
James K. Polk Building
Nashville, Tennessee 37243-1402
Phone: (615) 401-7891
Toll free phone: 1-866-831-3750
Fax: (615) 741-1551*

Email: open.records@cot.tn.gov

Elisha Hodge, JD is the Open Records Counsel for the state.

All Utilities should adopt a "Best Practices Guidelines" to follow when implementing this Policy.

POLICY STATEMENT

1. Procedures Regarding Access, Inspection, and Copying of Public Records:

- a. Consistent with the Public Records Act of the State of Tennessee, Hendersonville Utility District (the District) shall provide full access and assistance in a timely and efficient manner to citizens of the State of Tennessee who request access to open public records. Upon request the requestor shall provide picture identification with a current address to verify Tennessee citizenship.
- b. Employees of the District shall protect the integrity and organization of public records with respect to the manner in which such records are inspected and copied. All requests for the inspection and copying of public records shall be directed to the District Manager who is the District's designated records custodian.
- c. To prevent excessive disruptions of the work, essential functions and duties of the employees of the District, persons requesting inspection may, but are not required to; complete the District's records request form. Persons requesting copying of public records shall complete a records request form to be furnished by the District. If a requestor chooses not to complete a records request form, or if a requestor requesting copying of public records refuses to complete a records request form, a District employee shall complete the form with the information provided by the requestor.
- d. The requestor shall describe the records with specificity so that the records may be located and made available for public inspection or duplication.
- e. When records are requested for inspection and/or copying, the District Manager shall make the records available as promptly as possible taking into account the number of requests, the amount of records requested the accessibility and location of the records and the District personnel

available to locate, retrieve, compile, review and redact and/or copy the records requested. If the District is not able to make the records available promptly, the District's Manager has seven (7) business days to do any of the following:

1. Produce the records requested;
 2. Deny the request in writing and give an explanation for the denial; or,
 3. Furnish the requestor a completed records request response form developed by the office of open records counsel stating the time reasonably necessary to produce such record or information or a time when a determination regarding access to the records will be provided.
- f. If the public records requested are frail due to age or other conditions and copying of the records will cause damage to the original records, the requestor may be required to make an appointment for inspection.
- g. No charge will be assessed to a requestor for inspecting public records only.

2. Charges for Copies of Public Records

- a. The District will assess a charge of fifteen (15) cents per page for each standard 8 ½ x11 or 8 ½ x14 black and white copies produced. A duplex copy will be assessed the equivalent of the charge for two (2) separate copies. Plan sheets (24X36) may be made for a charge of \$15.00 per sheet for black and white copies, and \$25.00 per sheet for color.
- b. If a public record is maintained in color and the District has the capability of making color copies, the requestor shall be advised that the record can be produced in color if the requestor is willing to pay a charge higher than that of a black and white copy. If the requestor then requests a color copy, the District may assess a charge of fifty (50) cents per page for each 8 ½ x11 or 8 ½ x14 color copy produced.
- c. When the District is legitimately unable to produce copies in its office because of the size or shape of the public record, the large volume of copies requested or for any other legitimate reason, the District will use an outside vendor to produce copies of the requested records, and the requestor shall pay the costs of the outside vendor to produce the requested records.

3. Additional Production Charges

- a. The District will use the most cost efficient method of producing the requested records.
- b. Delivery of copies of records to a requestor shall be by hand delivery when the requestor returns to the District's office to retrieve the requested records. If the requestor chooses not to return to the District's office to retrieve the copies, the District may deliver the copies through means of the United States Postal Service, and the cost incurred in delivering the copies will be assessed in addition to any other permitted charge. The District has the discretion to deliver copies of records through other means, including electronically, and to assess the costs related to such delivery.
- c. If the District is assessed a charge to retrieve requested records from archives or any other entity having possession of requested records, the District will assess the requestor the cost assessed to it for retrieval of the records.

4. Labor Charges

- a. "Labor" is defined as the time reasonably necessary to produce the requested records and includes the time spent locating, retrieving, reviewing, redacting, and reproducing the records.
- b. "Labor threshold" is defined as the labor of the employee or employees reasonably necessary to produce requested material for the first hour incurred by the District in producing the material.
- c. The District will charge the hourly wage of the employee or employees reasonably necessary to produce the requested records above the "labor threshold." The hourly wage is based upon the base salary of the employee or employees and does not include benefits. If an employee is not paid on an hourly basis, the hourly wage shall be determined by dividing the employee's annual salary by the required hours to be worked per year. For example, an employee who is expected to

work a 37.5 hour work week and receives \$39,000 in salary on an annual basis will be deemed to be paid \$20 per hour.

- d. In calculating the charge for labor, the District shall determine the number of hours each employee spent producing a request. The District shall then subtract the one (1) hour threshold from the number of hours the highest paid employee spent producing the request. The District will then multiply the total number of hours to be charged for the labor of each employee by that employee's hourly wage. Finally, the District will add together the totals for all the employees involved in the request and that will be the total amount of labor that can be charged.

Example:

The hourly wage of Employee #1 is \$15.00. The hourly wage of Employee #2 is \$20.00. Employee #1 spends two (2) hours on a request. Employee #2 spends two (2) hours on the same request. Because employee # 2 is the highest paid employee, subtract the one (1) hour threshold from the hours employee #2 spent producing the request. Multiply the number of hours each employee is able to charge for producing the request by that employee's hourly wage and then add the amounts together for the total amount of labor that can be charged (i.e. $(2 \times 15) + (1 \times 20) = \50.00). For this request, \$50.00 could be assessed for labor.

- e. For purposes of this policy, during each calendar month the District will aggregate the number of requests for copies made per requestor. When the total number of requests made by a requestor within a calendar month exceeds four (4), the District will begin to charge the requestor a fee for any and all labor that is reasonably necessary to produce the copies of the requested records after informing the requestor that the aggregation limit has been met. Request for items that are routinely released and readily accessible, such as agendas for current calendar month meetings and approved minutes from meetings held in the previous calendar month are exempt from this policy. Additionally, the District will aggregate the total number of public records requests made by a requestor and by any other individual, if the records custodian reasonably believes the requestor to be acting in concert with or as the agent of another person, entity or organization. When the District chooses to aggregate requests by multiple requestors, the District will inform the requestors of the determination to aggregate and that they have the right to appeal the decision to aggregate to the Office of Open Records Counsel. When aggregating the labor of multiple requestors, the District will file a Notice of Aggregation of Multiple Requestors with the Office of Open Records Counsel.

5. Estimate of Charges and Waiver of Charges

- a. The District will provide the requestor with an estimate of the copying charges, additional production costs and labor costs of locating, retrieving, reviewing, redacting and reproducing the requested records. When the estimate of the charges exceeds \$5.00, the District will require payment of the estimate before producing the copies.
- b. When the charges for copying charges, additional production costs and labor costs are \$5.00 or less, the records custodian may waive the payment of these charges.

HENDERSONVILLE UTILITY DISTRICT PURCHASING POLICY APRIL 2009

Purchasing practices for utility districts in Tennessee are governed by a specific section of the Tennessee Code Annotated that is unique in its application and content. Utility practices as relates to purchasing are monitored by the Office of the Comptroller of the Treasury.

The following policy statements are adopted by the Board of Commissioners of the Hendersonville Utility District (District) and the General Manager is responsible for administering these policies.

PURCHASES NOT REQUIRING COMPETITIVE BIDS

- 1) Items or groups of items costing less than \$5,000.00
- 2) Contracts to provide a continuous work force through independent contractors for the maintenance, installation and repair of the systems
- 3) Items sold at retail by the District
- 4) Purchase of goods or services for which there is a single source of supply; must be documented by General Manager
- 5) Purchases for immediate delivery in actual cases of emergency arising from unforeseen causes. General Manager to report to Board as soon as practical in case of emergency purchases exceeding \$5,000.00
- 6) Purchases of real property (permanent, immovable property such as land, buildings and improvements)
- 7) Purchases from any federal, state or local government unit or agency
- 8) Purchases from non-profit corporations whose primary purpose is to provide goods and services to various local governments
- 9) Contracts for professional services as set forth in TCA 12-4-106
 - a) Legal services
 - b) Fiscal agent
 - c) Financial advisor or advisory services; and
 - d) Engineering services
 - e) Architectural services
 - f) Accounting services

OPEN MARKET PURCHASES

Open market purchases include any purchase of a product or service which is customarily purchased by the public from retail establishments subject to competition such as fuel and fuel products. These open market purchases are not required to have competitive bids.

However, open market purchases are restricted as follows:

- 1) When the District makes an open market purchase for any product other than fuel and fuel products an authorized check or money order from the District's petty cash fund may be used, if authorized by the General Manager or Staff Accountant. The purchase must be recorded in the District's purchase journal and assigned a purchase order number.

COMPETITIVE BID PROCESS

Competitive bids must be used for any purchases between \$5,001.00 and \$10,000.00 and must be approved by the General Manager prior to the solicitation of a bid from a vendor. The District may request bids by telephone, in writing or newspaper advertisement.

The District may choose, as an alternative to open public bids, vendors listed in the Tennessee Association of Utility Districts (TAUD) Official Purchasing Guide, which the District receives on a periodic basis from TAUD.

The District will obtain, as a minimum, two (2) bids from vendors. Vendors may submit their bids to the District by telephone (with a written confirmation), by means of a written bid, a facsimile or e-mail at the discretion of the General Manager.

When the District requests bids from vendors, the bids must contain the following:

- 1) Date and time the bid must be received by the District (including written confirmation of telephone bids)
- 2) Notice that all bids must be mailed or delivered to District's office

The District will make its decision on which bid to accept after the submission deadline and may reject any bids submitted after the established deadline. The District also reserves the right to reject all bids.

The winner of the bid shall be the lowest qualified and responsible bidder as determined by the following factors:

- 1) Price quoted
- 2) Ability to perform work
- 3) Quality of the company, product or service
- 4) Purpose or use of the product or service
- 5) Discount for prompt payment provided by the vendor freight method and cost
- 6) Delivery date
- 7) Past performance
- 8) Other pertinent factors such as experience in providing products or services to similar utilities, references on similar jobs and compatibility with existing District equipment
- 9) The District is not obligated to purchase a product or service based on the lowest price
- 10) When the District accepts a bid, it will notify the vendor in writing of its acceptance

All purchases over ten thousand dollars (\$10,000.00) will follow the Competitive Bid Process requirements above but must be approved by the Board of Commissioners during a regularly scheduled Board meeting, with the recommendation of the General Manager.

BID AND PERFORMANCE BONDS

The District may require vendors/contractors to submit a bid bond and a performance with their bids under the following guidelines:

- 1) The bid bond must be issued by a surety company licensed to do business in the State of Tennessee
- 2) Bid bonds submitted by unsuccessful vendors/contractors will be returned upon award of contract
- 3) Personal or business checks are not acceptable in the place of bid bonds, however a bank cashier's check will be accepted

The District may require vendors/contractors to submit a performance bond under the following guidelines:

- 1) A performance bond must be issued by a surety company licensed to do business in the State of Tennessee
- 2) When required, the amount of bond will be stated by the District in writing
- 3) The vendor/contractor must file a performance bond with the District within ten (10) working days after receipt of the request for bid
- 4) Personal or business checks are not acceptable in the place of performance bonds, however a bank cashier's check will be accepted
- 5) An irrevocable letter of credit or a certificate of deposit from a state or national bank or a state or federal savings and loan association having its principal office in the State of Tennessee may be acceptable in lieu of a performance bond. The terms and conditions of the letter of credit or certificate of deposit are subject to District approval and any certificate of deposit must be assigned to the District and be accompanied by the issuing bank's agreement to subordinate its claim to the District's claim

DISTRICT'S COMPLIANCE REQUIREMENTS

When a purchase requires competitive bidding the District shall create a file for the purchase transaction which shall include the following:

- 1) Written requests for bid
- 2) Written notation of bid deadlines that the District requests by telephone
- 3) Written bids received from vendors
- 4) Any vendor's written confirmation of telephone bids
- 5) All written contracts that relate to competitive bids
- 6) Other related written materials
- 7) If a bid is rewarded to someone other than the lowest bidder, a memorandum from the General Manager shall be placed in the file stating the reason(s) the winning vendor was selected over the low bidder

OMMISSIONS

In the absence of specific rules or policies, the disposition of purchasing procedures shall be made by the Board of Commissioners in accordance with its usual and customary practices.

Public Records Policy for Hendersonville Utility District

Revised January 2020

Pursuant to Tenn. Code Ann. § 10-7-503(g), Hendersonville Utility District (the District) adopts this Public Records Policy to provide economical and efficient access to public records as provided under the Tennessee Public Records Act ("TPRA") in Tenn. Code Ann. § 10-7-501, et seq.-

I. Definitions:

A. Records Custodian: The office, official or employee lawfully responsible for the direct custody and care of a public record. The records custodian is not necessarily the original preparer or receiver of the record.

B. Public Records: All documents, papers, letters, maps, books, photographs, microfilms, electronic data processing files and output, films, sound recordings, or other material, regardless of physical form or characteristics, made or received pursuant to law ordinance or in connection with the transaction of official business by the District.

C. Public Records Request Coordinator: The individual designated in Section III.A.3 of this Policy who has the responsibility to ensure public record requests are routed to the appropriate records custodian and are fulfilled in accordance with the TPRA. The Public Records Request Coordinator may also be the records custodian.

D. Requestor: A person seeking access to a public record, whether it is for inspection or duplication.

II. Requesting Access to Public Records

A. Public record requests will be made to the Public Records Request Coordinator ("PRRC") or his/her designee.

B. Requests for inspection only cannot be required in writing. The PRRC should request a mailing or email address from the requestor for providing any written communication required under the TPRA.

C. Requests for inspection may be made orally or in writing using the Public Records Request Form which is attached. Requests for inspection may be made in person at 125 Indian Lake Road, Hendersonville, TN 37075 or by mail at P.O. Box 180, Hendersonville, TN 37077. Requests for inspection may be made by phone at [insert District's main office number] or by fax at (615)824-3797. Requests for inspection may also be submitted by email at crichardson@hendutil.net.

D. Requests for copies, or requests for inspection and copies, must be made in writing by using the Public Records Request Form which is attached. Requests for copies may be made in person at 125 Indian Lake Rd, Hendersonville TN 37075 or by mail at P.O. Box 180,

Hendersonville TN 37077. Requests for copies may also be submitted by email at crichardson@hendutil.net.

E. Proof of Tennessee citizenship by presentation of a valid Tennessee driver's license is required as a condition to inspect or receive copies of public records. If the requestor does not have a Tennessee driver's license, the PRRC may accept a current, valid Tennessee voter's registration card.

F. The requestor may provide his or her identification in person or by sending an electronic copy to the PRRC.

III. Responding to Public Records Requests

A. Public Record Request Coordinator

1. The PRRC will review public record requests and make an initial determination of the following:

- a. If the requestor provided valid evidence of Tennessee citizenship;
- b. If the records requested are described with sufficient specificity to identify them; and
- c. If the District is the custodian of the records.

2. The PRRC will acknowledge receipt of the request and take any of the following appropriate actions:

a. Advise the requestor of this Policy and the elections made regarding:

- i. Proof of Tennessee citizenship;
- ii. Form(s) required for copies;
- iii. Fees (and labor threshold and waivers, if applicable); and
- iv. Aggregation of multiple or frequent requests.

b. If appropriate, deny the request in writing, providing the appropriate ground such as one of the following:

- i. The requestor is not, or has not presented evidence of being, a Tennessee citizen;
- ii. The request lacks specificity (offer to assist in clarification);
- iii. An exemption makes the record not subject to disclosure under the TPRA (provide the exemption in written denial);
- iv. The District is not the custodian of the requested records; or

- v. The records do not exist.
 - c. If appropriate, contact the requestor to see if the request can be clarified or narrowed.
 - d. If known, inform the requestor of the governmental entity which is the custodian of the requested records.
 - e. If requested records are in the custody of a different governmental entity, and the PRRC knows the correct governmental entity, advise the requestor of the correct governmental entity and PRRC for that entity, if known.
3. The designated PRRC is:
- a. Name or title: Christy Richardson, Office Manager/PRRC
 - b. Contact information: 125 Indian Lake Road, Hendersonville, TN 37075, phone (615)824-3717, fax (615)824-3797, or email crichardson@hendutil.net
4. The PRRC will report annually to the board of commissioners on the District's compliance with the TPRA pursuant to this Policy and will make recommendations, if any, for improvement or changes to this Policy.

B. Records Custodian

- 1. Upon receiving a public records request, a records custodian will promptly make requested public records available in accordance with Tenn. Code Ann. § 10-7-503. If the records custodian is uncertain that an applicable exemption applies, the custodian may consult with the PRRC, the District's legal counsel, or the Office of Open Records Counsel (OORC).
- 2. If not practicable to promptly provide requested records because additional time is necessary to determine whether the requested records exist; to search for, retrieve, or otherwise gain access to records; to determine whether the records are open; to redact records; or for other similar reasons, then a records custodian will, within seven (7) business days from the records custodian's receipt of the request, send the requestor a completed Public Records Request Response Form which is attached.
- 3. If a records custodian denies a public record request, he or she will deny the request in writing as provided in Section III.A.2.b using the Public Records Request Response Form.
- 4. If a records custodian reasonably determines the production of records should be segmented because the records request is for a large volume of records, or additional time is necessary to prepare the records for access, the records custodian will use the Public Records Request Response Form to notify the requestor that production of the records will be in segments and that a records production schedule will be provided as expeditiously as practicable. If appropriate, the records custodian should contact the requestor to see if the request can be clarified or narrowed.

5. If a records custodian discovers records responsive to a records request were omitted, the records custodian should contact the requestor concerning the omission and produce the records as quickly as practicable.
- C. Redaction
1. If a record contains confidential information or information that is not open for public inspection, the records custodian will prepare a redacted copy prior to providing access. If questions arise concerning redaction, the records custodian should coordinate with legal counsel or other appropriate parties regarding review and redaction of records. The records custodian and the PRRC may consult with the OORC.
 2. Whenever a redacted record is provided, a records custodian should provide the requestor with the basis for redaction. The basis given for redaction will be general in nature and not disclose confidential information.

IV. Inspection of Records

- A. There will be no charge for only the inspection of open public records.
- B. The location for inspection of records within the District's office should be determined by either the PRRC or the records custodian.
- C. Under reasonable circumstances, the PRRC or a records custodian may require an appointment for inspection or may require inspection of records at an alternate location.

V. Copies of Records

- A. A records custodian will promptly respond to a public record request for copies in the most economic and efficient manner practicable.
- B. Copies will be available for pickup at a location specified by the records custodian.
- C. Upon payment for postage, copies will be delivered to the requestor's home address by the United States Postal Service or other address as specified by the requestor.
- D. A requestor will not be allowed to make copies of records with personal equipment.

VI. Fees and Charges and Procedures for Billing and Payment

- A. Fees and charges for copies of public records should not be used to hinder access to public records.
- B. Records custodians will provide requestors with an itemized estimate of the charges prior to producing copies of records and may require pre-payment of such charges before producing requested records.
- C. When fees for copies and labor do not exceed \$5.00, the fees may be waived. Requests for waivers for fees above \$ 5.00 must be presented to Joe Rewa, General

Manager who is authorized to determine if such waiver should be granted. Fees associated with aggregated records requests will not be waived.

D. Fees and charges for copies are as follows:

1. \$0.15 per page for letter and legal size black and white copies.
2. \$0.50 per page for letter and legal size color copies.
3. Other: _____.
4. Labor when time exceeds one hour.
5. If an outside vendor is used, the actual costs assessed by the vendor.

E. No duplication costs will be charged for requests for less than \$5.00

F. Payment is to be made in cash, by personal check or by credit card.

G. Payment in advance will be required when costs are estimated to exceed \$5.00.

H. Aggregation of Frequent and Multiple Requests

1. The District will aggregate record requests in accordance with the Frequent and Multiple Request Policy promulgated by the OORC when more than (4) requests are received within a calendar month (either from a single individual or a group of individuals deemed working in concert).
2. If aggregating:
 - a. The PRRC is responsible for making the determination that a group of individuals are working in concert. The PRRC or the records custodian must inform the individuals that they have been deemed to be working in concert and that they have the right to appeal the decision to the OORC.
 - b. Routinely released and readily accessible records excluded from aggregation include but are not limited to: board meeting minutes and audits.

**PUBLIC RECORDS REQUEST FORM
HENDERSONVILLE UTILITY DISTRICT**

The Tennessee Public Records Act (TPRA) grants Tennessee citizens the right to access open public records that exist at the time of the request. The TPRA does not require records custodians to compile information or create or recreate records that do not exist.

To: Hendersonville Utility District and Christy Richardson, Office Manager/Public Records Coordinator

From: _____ Requestor's Name and Contact Information (include an address for any TPRA required written response)]

Is the requestor a Tennessee citizen? ☐ Yes ☐ No

Request: ☐ Inspection only

☐ Copy/Duplicate

If costs for copies are assessed, the requestor has a right to receive an estimate. Do you wish to waive your right to an estimate and agree to pay copying and duplication costs in an amount not to exceed \$_____?

If so, initial here: _____.

Delivery preference: ☐ On-Site Pick-Up ☐ USPS First-Class Mail
☐ Electronic ☐ Other: _____

Records Requested:

Provide a detailed description of the record(s) requested, including: (1) type of record; (2) timeframe or dates for the records sought; and (3) subject matter or key words related to the records. Under the TPRA, record requests must be sufficiently detailed to enable a governmental entity to identify the specific records sought. As such, your record request must provide enough detail to enable the records custodian responding to the request to identify the specific records you are seeking (add additional pages if needed):

Signature of Requestor and Date Submitted

**Signature of Public Records Request
Coordinator and Date Receive**

PUBLIC RECORD REQUEST RESPONSE FORM

Hendersonville Utility District

125 Indian Lake Road

Hendersonville, TN 37075

[Date]

[Requestor's Name and Contact Information]:

In response to your records request received on [Date Request Received], our office is taking the action(s)¹ indicated below:

☐ The public record(s) responsive to your request will be made available for inspection:

Location: _____

Date & Time: _____

☐ Copies of public record(s) responsive to your request are:

☐ Attached;

☐ Available for pickup at the following location:

_____ ; or

☐ Being delivered via: ☐ USPS First Class Mail ☐ Electronically ☐ Other: _____

☐ Your request is denied on the following grounds:

☐ Your request was not sufficiently detailed to enable identification of the specific requested record(s). You need to provide additional information to identify the requested record(s).

☐ No such record(s) exists or this office does not maintain record(s) responsive to your request.

☐ No proof of Tennessee citizenship was presented with your request. Your request will be reconsidered upon presentation of an adequate form of identification.

☐ You are not a Tennessee citizen.

☐ You have not paid the estimated copying/production fees.

☐ The following state, federal, or other applicable law prohibits disclosure of the requested records:

_____.

☐ It is not practicable for the records you requested to be made promptly available for inspection and/or copying because:

☐ It has not yet been determined that records responsive to your request exist; or

☐ The office is still in the process of retrieving, reviewing, and/or redacting the requested records.

The time reasonably necessary to produce the record(s) or information and/or to decide of a proper response to your request is the active Public Record Request Coordinator.



Requisition and Distribution of Bottled Drinking Water Guidelines

Distribution of all bottled drinking water must be approved through:

General Manager, HUD or designee(s)

Hendersonville Utility District

125 Indian Lake Road

Hendersonville, TN 37075

September 2014

The following criteria shall apply to all Hendersonville Utility District (HUD) personnel as well as applicants in the requisition and distribution process from applicants for bottled drinking water:

1. Only area organizations that are non-profit or not-for-profit will be allowed to make a requisition for bottled drinking water. Only the general manager or designee can authorize distribution outside these criteria. The general manager or designee may refuse requisition or distribution for any reason;
2. Applicants must complete the "REQUISITION FOR BOTTLED DRINKING WATER" form prior to distribution. Actual distribution date/time may vary depending on supply and demand. Individuals/organizations requesting bulk orders (>50 cases) should expect delays in actual available pick-up date if adequate time is not given to fulfill request. The superintendent or his designee(s) of the water treatment plant shall make the determination as to the feasibility of fulfilling a requisition;
3. Requisition(s) are for non-profit organizational events and not for regular scheduled distribution;
4. Bottled drinking water distributed by Hendersonville Utility District is **NOT FOR RESALE**. Labeling information contains this notice and any individual and/or organization discovered selling this product shall be prohibited from future acquisitions of bottled drinking water from HUD;
5. The pick-up location will be determined the scheduled day of delivery. All pick-up dates and times shall only occur during the normal working hours of Mon-Fri 7:30 AM- 4:30 PM and is subject to change without notice. No pick-ups shall be during scheduled holidays. Individual(s) picking up bottled water shall be responsible for loading and transportation;
6. Individuals inquiring about product quality information shall be directed to the water treatment plant superintendent. If the superintendent is not available, the operations manager will be able to take the inquiry;
7. Hendersonville Utility District does not make any endorsement of agencies or their postings.

Return Payment Policy

If a Customer's payment is returned to the Utility by a financial institution for any reason, the maximum fee set by T.C.A. § 47-29-102 will be added to the amount due. ***The fee is set by state law and can only be changed by a change to the law. As of April 1, 2013.*** The Utility will try to notify the Customer that the check/draft was returned unpaid and is being held by one of the following methods:

1. Phone and/or email

The Customer may be required to make payment by cashier's check, money order, debit/credit card, or cash at the discretion of the Utility. Payment must be within **3** days of such notice. If no response is received from the Customer or the Utility is unable to contact the Customer within **3** days, the Customer's account will be subject to the Utility's cut-off policy if payment is not received.

If a Customer has had two (2) consecutive payments returned in a twelve (12) month period, the Utility will no longer accept a check/draft presented for payment of any Utility bill, fee or charge, and payment must be made by money order, cashier's check, debit/credit card, or by cash depending on the returned payment. The Customer shall continue to pay any Utility bill, fee or charge by money order, cashier's check or by cash until the Customer has made timely payment for twelve (12) consecutive months at which time the Customer shall be allowed to pay by check/draft again at the customer's request.

Theft of Service and Tampering

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 firefighting, testing or flushing of hydrants;
- e.** Use of sprinkler system water service for any purpose other than fire protection;
- f.** Removing, disabling or adjusting meter registers, or transmitters;
- g.** Connecting to or intentionally damaging water lines, valves or other appurtenances for the purpose of stealing or damaging Utility equipment;
- h.** Moving the meter or extending service without permission of the Utility
- i.** Any other intentional act of defacement, destruction or vandalism to Utility property or act that affects Utility property;
- j.** Any intentional blockage or obstruction of Utility equipment.

2. A "notice of violation" may be mailed or otherwise delivered at the discretion of the Utility Manager 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. No "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 Utility Manager, theft of service is definitely evident on the Customer's premises;
- b.** When in the opinion of the Manager a situation exists that may endanger public health;

4. In addition, the Customer will be subject to service call charges, labor and replacement parts as detailed by the Utility.

5. If the Utility 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 (2) to four (4) times the minimum bill, as set on a case by case basis by the Governing Board of the Utility according to the facts of each case.

- 6.** Service will not be restored until all payments for the following are received by the Utility:
- 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 an emergency.
- 8.** Discontinuance of service by the Utility 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.** The Utility shall not be liable for any loss or damage resulting from the discontinuance of service.
- 10.** The Customer(s) whose name(s) appear(s) on the application/contract 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.
- 11.** 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 the Utility in collecting such sums.
- 12.** The Utility 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 the Utility.
- 13.** In the event that the Customer fails to pay said fees and charges as listed above, the Utility may prosecute the Customer to the fullest extent of the law.