

WASTEWATER CHARGES AND FEES

NONREFUNDABLE CHARGES

All charges and *fees* listed are nonrefundable, unless otherwise determined by *KUB* in its sole discretion.

LATE FEES

Bills will be rendered monthly. In the event any bill is not paid within 15 days from date of bill, or on or before such other discount date as shall be agreed upon by *KUB* pursuant to *KUB's Rules and Regulations*, there shall be added to the bill an amount equal to five percent (5%) of the first \$250.00 of the bill plus one and one-half percent (1 ½%) on any portion of the bill exceeding \$250.00. To any amount remaining unpaid 30 days after the date of the bill, there shall be added a charge of one and one-half percent (1 ½%), and an additional one-half percent (½%) shall be added at the end of each successive 30 day period until the amount is paid in full.

CREDITS

The following guidelines will be used when applying adjustments in cases of consumption or charges above a *customer's* average usage. Exceptions to these guidelines may be permitted on a case by case basis at *KUB's* sole discretion.

1. Leak adjustments- *Wastewater* charges
 - a. Outside Leaks -In the event of an outside/invisible *water* leak, all *customers*, residential, commercial, or industrial, may qualify for an adjustment to their *wastewater* charges in accordance with the following guidelines:
 - i. Applies to residential *customers* with at least six months of service
 - ii. Eligible *customers* must request this adjustment to be applied, either by phone, e-mail or web request
 - iii. Applies for *water* leaks that may remain undetected for a period of time and do not enter the *wastewater* system such as inside a wall or in a yard
 - iv. *Customers* providing documented proof of repair will be eligible to receive a credit for 100% of the *wastewater* charges associated with *water* consumption that exceeds the six month average
 - v. *Customers* not providing sufficient proof of repair will be eligible to receive a credit for 50% of the *wastewater* charges associated with *water* consumption that exceeds the six month average
 - vi. Average consumption is based on a minimum six month time period preceding the leak

- vii. *Wastewater* charges can be adjusted for up to two consecutive months.
- viii. *Customers* are only eligible for one credit of this type per 12 months

b. Inside Leaks- In the event of an inside/visible water leak, all *customers*, residential, commercial, or industrial, may qualify for an adjustment to their *wastewater* charges in accordance with the following guidelines:

- i. Applies to residential *customers* with at least six months of service
- ii. Eligible *customers* must request this adjustment to be applied, either by phone, e-mail or web request
- iii. Applies for *water* leaks that enter the sanitary sewer system such as, but not limited to, commodes, sinks, showers, etc.
- iv. *Customers* with a *water* leak on *premises* that enters the sanitary sewer system are eligible for a credit of 50% of the *wastewater* charges associated with *water* consumption that exceeds the six month average
- v. Average consumption is based on a minimum six month time period preceding the leak
- vi. *Wastewater* charges can be adjusted for up to two consecutive months
- vii. *Customers* are only eligible for one credit of this type per 12 months

2. General *wastewater* credits – Applies to *wastewater* credits outside of the Automatic Summer Watering Credit period

a. Residential *customers* with seasonal or non-standard *water* usage that does not enter the sanitary sewer system are eligible for a credit of 100% of the *wastewater* charges associated with *water* consumption that exceeds the six month average in accordance with the following guidelines:

- i. Applies to residential *customers* with at least six months of service
- ii. Eligible *customers* must request this adjustment to be applied, either by phone, e-mail or web request
- iii. This applies to, but is not limited to, filling of swimming pools, landscape watering, pressure washing, etc.
- iv. Average consumption is based on a minimum six month time period preceding the usage
- v. Residential *wastewater* charges can be adjusted for up to two consecutive months
- vi. *Customers* are only eligible for one credit of this type per 12 months

3. Automatic Summer Watering Credits

- a. Residential *customers* with seasonal or non-standard *water* usage which is a minimum of 50 percent above their average winter usage automatically receive a credit for the excess *wastewater* charges.
 - i. Automatically applies to June-October billing statements
 - ii. To be eligible residential *customers* must have continuous service at the same *premise* from October 1 of the previous year.
 - iii. The Automatic Summer Watering Credit applies only for May, June, July, August, and September usage. Credits will be automatically applied to the following month's bill (June, July, August, September, and October).

SERVICE ORDER CHARGES AND FEES

Returned payment fee\$25.00

TAP FEES

Minimum tap fee is \$1500. Charges may be more than the minimum due to additional costs related to long-side services or other factors necessary to provide service to the *customer*.

REVENUE PROTECTION AND RECOVERY CHARGES*

Unauthorized *Wastewater* Use

Tamper Fee (per event, if applicable).....\$300.00

Damages Fees.....Yes

Cost of repairs or replacement (sewer mains, manholes, etc. damaged as a result of unauthorized *connection*)

Estimated Usage.....Yes

*KUB will assess Revenue Protection and Recovery Charges against any *person* who tampers with or damages any *wastewater system* property, including but not limited to *wastewater* mains or any device used to measure flow from a *premise*.

Tennessee state law (TCA 6-35-101 et. seq.) addresses fraud, theft, or destruction of property of public utilities in the state. TCA 65-35-104 provides that any *person* violating the provisions of TCA 65-35-102 ("Prohibited Acts") is liable civilly for damages resulting from such violation, including actual, compensatory, incidental and punitive damages, which is three (3) times *KUB's* estimated loss of *wastewater* revenue plus reasonable

attorneys' fees and costs associated with such loss. In the event *KUB* brings a civil action in any court of appropriate jurisdiction against any *person* violating any of the acts prohibited by TCA 65-35-102, and upon a finding by the court that said *person* violated TCA 65-35-102, *KUB* shall also assess against said *person* the level of damages determined by the court.