

**JACKSON COUNTY WATER & SEWERAGE AUTHORITY
WATER SERVICE ACCOUNT AGREEMENT
(Residential Water Service)**

STATE OF GEORGIA, JACKSON COUNTY

THIS AGREEMENT, made and entered into between the Jackson County Water and Sewerage Authority (hereinafter called the "Authority") and water customer ("Subscriber").

WHEREAS, the Subscriber desires to be provided water service to the property that the Subscriber occupies at:

_____ ("Service Address");

WHEREAS, the Subscriber paid to the Authority all funds required by the Authority for the construction and installation of water to service said Premises; and

WHEREAS, the Subscriber agrees to comply with the rules, ordinances, and regulations of the Authority and Board of Commissioners of Jackson County ("County") which are in existence as of the date of the execution of this agreement and further agrees to comply with any changes, amendments or alterations made to said rules, ordinances and regulations by the Authority and/or the County from time to time; and

WHEREAS, the Authority desires to provide water service to said Subscriber as long as the Subscriber complies with the terms of this agreement and the rules, ordinances and regulations of the Authority and County:

NOW THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER STATED, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1.

The Subscriber has paid the Authority a non-refundable administrative fee at the current rate and the water connection fee at the current rate in order to serve the Subscriber's Premises. Meter and all appurtenances thereto shall remain the property of the Authority. Subscriber must allow at least four (4) weeks for the Authority to install a water meter after the required building permit has been put in place on the premises and submitted to the customer service office (in the instance of new construction) Every effort will be made to install a meter as soon as possible but there is no guarantee when such meter will be installed. Any tampering (to include opening, damaging, destroying or otherwise handling of the meter or meter box without Authority permission) with the water meter shall result in a tampering charge at the current rate being levied against the Subscriber's bill for the first occurrence.

2(a).

Along with the non-refundable water connection fee and administrative fee paid pursuant to Paragraph 1, upon execution of this Agreement, the Subscriber agrees to pay to the Authority a Security Deposit for the water meter as described in paragraph 2(b). The Subscriber shall be entitled to a full refund of the Security Deposit, but only after twenty-four (24) months of good payment history. Definition of good payment history is available in the JCWSA Security Deposit Credit Policy. Refunds shall be implemented in the form of credit on the Subscriber's water bill(s). Otherwise the Security Deposit shall be held by the Authority until such time as the water meter at the Premises is removed or the account is closed, at which time the Security Deposit will be refunded to the Subscriber, less any repair costs for damage to the water meter, and less any outstanding fees, payments, or other costs owed by the Subscriber to the Authority. No security deposit held by the Authority will earn interest payable to the Subscriber.

2(b).

It is the policy of the Authority that the amount of the Security Deposit is set based on the credit history of the Subscriber on the date of execution of this Agreement. By its below signature, the Subscriber does hereby authorize the Authority to conduct a check of his/her credit history and use the Subscriber's score as a basis for setting the Security Deposit. The Security Deposit may be \$150.00, or less, based on the Subscriber's score as determined using the Utility Industry Risk Model to include Subscriber's personal credit history. The JCWSA credit standards are available in the JCWSA Fees, Deposits, and Miscellaneous Charges Policy.

3.

Subscriber shall promptly pay on a monthly basis (1) a minimum monthly water charge assessed by the Authority; (2) any water registered by the meter serving the Premises that is in excess of the monthly minimum charge at the rate or rates set by the Authority from time to time which shall include water used, water wasted or water leaked, if applicable.

4.

Said bill shall be paid by the due date included on the bill each month. In the event that the charge and any penalties assessed thereon are not paid by the due date, the Authority shall have the right to commence collection procedures to terminate water service according to the Authority's Rules, Regulations and Ordinances in effect as of the due date. All charges must be paid by the due date regardless of whether Subscriber receives a bill in order to avoid termination of water service.

5.

If the Subscriber is applying for water service to a service address already served by the Authority, the Subscriber shall pay an administrative charge and any deposit required according to the policies in place at the time of application.

6.

If water service is discontinued for non-payment of a charge, the Authority will not resume water services to the Subscriber until the charge and all penalties have been paid in full, and a non-refundable re-service fee at the current rate, and a Security Deposit at the current rate has been paid to the Authority by the Subscriber.

In the event a water meter or meter box is secured with a locking device by the Authority and such lock is opened, broken or compromised in any way without the consent of the Authority, there will be a \$250.00 tampering charge in addition to any other charges necessary assessed to the Subscriber's next water bill. Upon the second occurrence of any such opening, breaking, tampering with, or destroying of a water meter or meter box locked by the Authority, the tampering charge shall increase to \$500.00 and the water meter will be removed. This \$500.00 tampering charge must be paid in full within 10 days in order to have the water meter re-installed and service restored. Failure to do so will result in the Subscriber's account being closed, with any subsequent applications for water service at the Premises being considered as new applications with all fees attendant thereto.

In any instance in which the above described tampering includes theft of water service, it is the policy of the Authority to refer such theft to the appropriate law enforcement agency for criminal prosecution. This referral is in addition to any procedures and remedies available to the Authority as stated in this Agreement or Authority policy.

7.

Subscriber shall have five (5) days before the due date stated on the bill received to detect and notify the Authority in writing of any errors in the Subscriber's bill. Said notice must be made on the JCWSA billing dispute form and the notice of error will be adjudicated pursuant to the Authority's Billing Dispute Form. Failure to notify the Authority by the date due of said bill will result in waiver of any right or claim for refunds or credits.

8.

Meters will be tested at the request of the Subscriber. In order to offset the costs of said testing, the Subscriber shall be assessed the meter test fee for a ¾" meter per the JCWSA schedule in effect at the time of testing. Where the meter being tested is 1" or larger, the Subscriber requesting the test shall be charged all actual costs associated with conducting said test

9.

The Subscriber shall install and maintain at his/her expense a service cut-off valve on the Subscriber's side of the meter. It is required by the Authority that the Subscriber take whatever steps are necessary (i.e. installing a pressure reducing valve) to prevent pressure fluctuation. Subscriber agrees that he/she will not hold the Authority responsible and will hold the Authority harmless from any liability, loss, personal injury, or property damage resulting from fluctuation in pressure and resulting from the Subscriber's failure to take the necessary steps to address the pressure fluctuation.

10.

The undersigned, if an owner of an interest in the premises to be served, will and hereby grants to the Authority the necessary easements and rights to construct, operate, maintain and repair its lines and all equipment connected or used in connection with the extension of service requested by the undersigned upon, along, across, over, and under said premises. All service lines supplying the undersigned with water service and all meters, lines and other equipment constructed or installed by the Authority in, on, or under said premises, shall at all times be the sole property of the Authority which shall have the right of access to the said premises to repair or service the same and upon the discontinuance of the service for any reason, to remove the same.

11.

The Subscriber shall have the right to use said water for one (1) household/commercial site/industrial site only and any of its outbuildings, located on the property of the Subscriber, unless written permission is obtained from the Authority's Board. Subscriber shall not, without the prior written consent of the Board, allow anyone to tap on to said water service line for the purpose of supplying water to another user. Violation of this paragraph of this agreement will result in immediate termination of service.

12.

The Subscriber agrees that no other present or future source of water will be connected to any water line being serviced by the Authority's water lines and the Subscriber will "physically" disconnect from any present water supply system prior to the Authority's system. The Subscriber will be required to maintain an air gap separation between any lines holding water from any other source other than water supplied by the Authority. The Authority Manager or his designee may determine whether the Subscriber's Premises shall be required to conform to all the requirements of the Authority's cross-connection control program. This determination shall be at the sole discretion of the Authority Manager or his designee

13.

Upon consideration of the Authority providing water service to the Subscriber, the Subscriber hereby releases, covenants not to sue, and hereby discharges the Authority from any damage to person or property that the Subscriber may suffer as a result of the Subscriber's negligence, temporary, complete or partial interruption of water service that occurs as a result of the Subscriber's negligence, temporary complete or partial interruption of water service that occurs as a result of the seasonal water supply, expansion, repair or maintenance of lines and facilities or conditions beyond the control of the Authority.

14.

The Authority reserves the right to determine the allocation of water to Subscriber in the event of water shortage, and the Authority reserves the right to discontinue its services without notice for the following reasons:

1. To prevent fraud or abuse.
2. Subscriber's willful disregard of Authority's rules.
3. Emergency repairs.
4. Insufficient water supply due to circumstances beyond Authority's control.
5. Legal processes.
Direction of regulatory authorities

7. Strike, riot, flood, unavoidable accident, actions of others, or acts of God.

The Authority further reserves the right to terminate the service granted herein for reasons other than those set forth above by giving the Subscriber at least ten (10) days written notice prior to the date of termination.

15.

The Subscriber will indemnify and hold harmless the Authority against any claim of a third party for damage to person or property at said Premises, which occurs as a result of fluctuation of pressure of the water line servicing said Subscriber.

16.

The Subscriber agrees to comply with the rules, regulations, resolutions and ordinances of the Authority and all amendments, additions and changes thereto.

17.

Where the Subscriber is not the owner of the Premises, the Subscriber and the Authority agree that:

- i. Prior to the execution of this Agreement, the owner of the Premises must execute a Water Service Account Agreement with the Authority, which Water Service Account Agreement shall remain in force during the term of the present Agreement with Subscriber;
- ii. Upon his/her execution of this Agreement, the Subscriber will be primarily responsible for any unpaid water bills or fees incurred during his occupancy of the Premises. The Water Service Account Agreement between the Authority and the owner of the Premises will remain in effect, but will not be billed for any water usage or associated fees while the Premises are occupied by the Subscriber;
- iii. Upon notification that the Subscriber no longer occupies the Premises, Water Service Account Agreement with the owner of the Premises shall become the primary Water Service Account Agreement governing the provision of water service to the Premises. Notification that the Subscriber has vacated the Premises must be provided by either the Subscriber or the Premises owner.
- iv. At the time of the Subscriber's execution of this Agreement, the owner of the Premises will execute an acknowledgement of this Agreement (in form satisfactory to the Authority) and of his/her continuing responsibility under the Water Service Account Agreement between the owner and the Authority.

By his/her below signature, the undersigned acknowledges that (1) he/she is the owner of the Premises or has the authority to execute this agreement (2) the Subscriber has executed the present Water Service Account Agreement with the Authority, and (3) his/her continuing responsibility under the Water Service Account Agreement between the owner and the Jackson County Water & Sewerage Authority.

Subscriber Name: _____

LAST

FIRST

MIDDLE INITIAL

Service Address: _____

STREET

CITY

STATE

ZIP

Mailing Address: _____

STREET

CITY

STATE

ZIP

Authorized Person (for inquiry on account): _____

Home Phone # _____

Work Phone # _____

Cell Phone # _____

Email Address: _____

Rent () Own () Property Owners Name: _____

I have received a copy of the Water Service Accounts Agreement and Policies and Schedule of Fees on file at the Authority's offices which in incorporated herein by reference and made a part of this Contract. In consideration of receiving water service I hereby agree to all terms and conditions set forth in said Water Service Accounts Agreement. I agree that I am the water subscriber or an appointed representative of the Subscriber. I understand that the Authority is relying on accuracy and completeness of information given by me in connection with this Application for water service. I authorize the Authority to apply for and receive credit information and I also know that my deposit will be based on previous credit history. Executed under hand and seal the date set forth below.

Date: _____

Water (Sewer) Subscriber's Signature: _____

Office Information Only:

Account # _____ Location # _____ Start Up Date: _____

Taken By: _____ Project # _____

Subdivision: _____ Lot # _____

Sewer Connection Fee \$ _____ Sewer ERUs: _____

Water Connection Fee \$ _____

Deposit \$ _____ Administrative Fee \$ _____ Total \$ _____



Security Deposit Authorization

Name: _____
LAST FIRST MIDDLE INITIAL

Current Address: _____
STREET

CITY STATE ZIP

Social Security #: _____ Date of Birth: _____

Driver's License State: _____ Driver's License #: _____

I _____, understand it is the policy of the Authority that the amount of the Security Deposit is set based on the credit history of the Subscriber on the date of this execution of this Agreement. By its below signature, the Subscriber does hereby authorize the Authority to conduct a check of his/her credit history and use the Subscriber's score as a basis for setting the Security Deposit. The Security Deposit may be \$150.00, or less, based on the Subscriber's personal credit history. The JCWSA credit standards are available in the JCWSA Fees, Deposits, and Miscellaneous Charges Policy and available for Subscriber review upon request.

WATER CUSTOMER'S SIGNATURE: _____ **DATE:** _____

*Dear Customer,
Our credit decision on your application was based in whole or in part on information obtained in a consumer credit report. Because information from a consumer credit report was in used evaluating your credit request, you have the right under the Federal Fair Credit Reporting Act to receive a copy of this information at no charge if the request is made within sixty (60) days of receipt of this letter. This report can be obtained by writing directly to Equifax at the address below or calling the 800 number also listed:*

*Equifax Information Services
P.O. Box 740241
Atlanta, Ga 30374
1-888-932-2324*

The Credit reporting agency listed above played no part in our decision other than to provide us with credit information about you; therefore, they cannot explain why the decision was made. If, after receiving a copy of your credit file, you determine that the information is not accurate or complete, you have the right to ask Equifax to reinvestigate that information.

Thank you,

Jackson County Water & Sewerage Authority



Water/Sewer Service Policies and Schedule of Fees

**JACKSON COUNTY, GA
WATER & SEWERAGE AUTHORITY**

AUTHORITY BOARD

Dylan Wilbanks, Chairman
Chris Nichols, Vice Chairperson
Don Clerici, Board Member
Wade Johnson, Board Member
Kevin Poe, Board Member

Authority Administration

Joe P. Leslie, Authority Manager
Mark Dudziak, Wastewater Operations Manager
Harold Garrison, Water Operations Manager
Judy W. Smith, CGFO, Finance Director
Michael Glenn, IT Director

Jackson County Water & Sewerage Authority

Water Service Agreement Policies and Schedule of Fees

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Jackson County Water & Sewerage Authority

Collection of Charges Policies

Billing of Customers:

All water/sewer service customers of the JCWSA are billed monthly. Statements are prepared and mailed as soon as possible after the monthly reading of meters.

Payment of Bills:

Water/sewer service charges and applicable service fees are due and payable by the customer's due date as shown on their bill. If a customer payment is not recorded in JCWSA's information systems, a penalty may be added to the customer's account. Failure to receive the monthly water/sewer statement does not relieve the customer from his/her obligation to pay the charges on the account; however, special consideration may be given if an error in calculating or addressing the statement is made.

Collection Action:

1. In the event that the charge and any penalties assessed thereon are not paid by the due date stated, JCWSA shall have the right to commence procedures to terminate water service without further notification.
2. Water service that has been interrupted for non-pay will be restored between the hours of 8:00 am and 4:30 pm after payment of all past due charges and fees have been received by JCWSA. Payment of past due charges and fees assessed for interruption of service must be paid in full to restore service. Restoration of service after payment is received may take up to 24 hours or more.

Exception:

1. Customers who have a medical condition that requires water to be available to them must submit a doctor's notification of this medical condition to JCWSA. If this notification is on file at JCWSA, every effort will be made to notify the customer of delinquencies in an effort to bring the service account to good standing before action is taken to interrupt service.
2. Prompt and timely information from the customer may permit Customer Service Representatives of JCWSA to allow special arrangements for payment. The customer's failure to satisfy the terms of a payment agreement will cause the water service account to become immediately subject to normal collection action.

Returned Checks:

A customer's water service account is considered unpaid upon receipt of a returned check for any reason that is not the fault of JCWSA and will be subject to the penalties, service fees, a security deposit, normal collection action, and interruption of service under the current policy. If two checks are returned on a water service account, the customer may be placed on a cash only basis of payment.

Billing Disputes:

Per Section 8 of the Water Service Account Agreement, a Subscriber wishing to dispute water service charges must present a written dispute of the charges using the JCWSA Billing Dispute Form no later than five days before the said bill is due. Failure to do so will result in waiver of any right or claim for refunds or credits. The authorized Billing Dispute Form can be obtained by request from JCWSA or by download from the JCWSA website at jcwsa.com. The JCWSA Review Committee will acknowledge receipt of the Bill Dispute Form within five business days of receipt by JCWSA at 117 MLK Avenue, Jefferson, GA 30549. The final decision of the JCWSA Review Committee will be mailed to the Subscriber. The final decision of the JCWSA Review Committee may be appealed to the JCWSA Board at the next available regular monthly meeting. Water service will remain active and no further penalties will be assessed during the review process and until a decision is mailed to the Subscriber by the JCWSA Review Committee.

(revised 8/2012)

JACKSON COUNTY WATER AND SEWERAGE AUTHORITY

RESOLUTION REGARDING THE MEDICAL NEED FOR WATER SERVICE

FIRST AMENDMENT

WHEREAS, the Jackson County Water and Sewerage Authority (“Authority”) is a political subdivision of the State of Georgia, providing water and sewerage services to the citizens of Jackson County;

WHEREAS, the Authority has on occasion been asked to provide water service for individuals whose medical condition requires access to a reliable source of potable water;

WHEREAS, the Authority deems it appropriate to provide water services to those having legitimate medical needs of those in its service, while at the same time recognizing that any such service must be provided under uniform rules and not be a burden on the finances of the Authority;

WHEREAS, current Authority policy provides that “(C)ustomers who have a medical condition that requires water to be available to them must submit a physician’s notification of this medical condition to JCWSA. If this notification is on file at JCWSA, every effort will be made to notify the customer of delinquencies in an effort to bring the service account to good standing before action is taken to interrupt service.”

WHEREAS, in order to establish a uniform policy for the handling of these requests, the Authority Board has deemed it necessary to amend and expand the previous policy.

NOW THEREFORE, BE IT RESOLVED, that the Jackson County Water and Sewerage Authority, by and through its Board, directs as follows:

1. **No Waiver of Payment Responsibilities:** It is the intention of this Policy that the provision of service for medical needs is to be regarded as a temporary measure to deal with emergency medical circumstances. The Authority must be a responsible steward of its finances and cannot provide free water service for those served by this policy. Except as otherwise provided herein, all Requesting Parties and Customers must pay all fees, water charges, and other bills arising from the water service provided by the Authority as provided herein and according to the JCWSA Water Service Account Agreement.
2. **New Residential Customer:** An individual requesting new water service for a medical need (the “Requesting Party”) must complete an application for service substantially similar to that required for all water service applicants, except that such application must be accompanied by a physician’s notification. Said notification must set forth an immediate need for the water service, the anticipated

duration of that need, must be submitted on physician's letterhead, and must authorize the Authority to contact the doctor to verify the authenticity of the notice and its continued application.

In addition to a physician's notification, the Requesting Party's new application for water service must include a certification that the Requesting Party is presently indigent and must provide proof of such indigence. A party will be deemed indigent if their current household income falls below the poverty line as determined by the United States Department of Health and Human Services.

The Application will then be considered by a reviewing committee appointed by the Authority Board to determine the authenticity of the application and the Authority's legal and practical ability to provide the water service requested. The Authority reserves complete discretion to deny any such application for any reason. A response from the reviewing committee shall be made within (2) business days of application.

3. **Contract.** Upon approval of the new application for water service by the reviewing committee, the Requesting Party must complete the Authority's Water Service Account Agreement and pay any security deposit or fees owed by virtue of the creation of the new account and the execution of the Water Service Account Agreement. The Requesting Party shall be eligible to pay their residential water connection fee under the "Distressed Circumstances" provision of the Authority's Residential Water Connection Fee Policy.
4. **Installation.** On the creation of a water service account, the Requesting Party will be provided water service as soon as is practicable in the normal course of Authority business. In the event that such service is needed on an immediate, emergency basis, the Authority must be notified at the time of application. The Authority will make every practical effort to provide service as soon as possible.
5. **Existing Customer with Medical Needs:** All past due residential water customers, regardless of medical need, shall be subject to all remedies and actions provided under the Water Service Account Agreement, to include termination. In the event that an existing residential customer (the "Customer") is unable to pay their water bill due to a sudden medical need or emergency, the Customer must provide the physician's notification as described in section (1) of this policy affirming the existence of the medical need or emergency and must authorize the Authority to contact the physician to verify the authenticity of the notice. Upon the Authority's verification of the authenticity of the medical need or emergency, the Customer will then have fifteen (15) days to pay all amounts due without penalty.

Any individual Customer shall be eligible to receive one (1) medical needs extension per calendar year. Any other delinquencies shall be handled as described in the Water Service Account Agreement.

6. Termination: In the event that a Customer or Requesting Party under this policy should become late in making their payments for water service, the Authority shall provide adequate written notice to the Customer as required by the JCWSA Financial Procedures Manual prior to shutoff. Such notification shall in no way constitute a waiver of water service charges.
7. Medical Privacy. Under no circumstances shall the Authority request or solicit medical information from a Requesting Party or Customer. All medical notifications provided pursuant this policy shall be in the nature of notifying the Authority of the existence of a medical need or emergency and shall in no case include any details of the Requesting Party or Customer's medical condition.
8. This resolution shall be effective immediately.

So resolved this 8th day of November 2018.

JACKSON COUNTY WATER AND SEWERAGE
AUTHORITY

By _____
Dylan Wilbanks, Chairman

By _____
Pat Bell, Vice-Chairman

By _____
Jim Smith Member

By _____
Christopher Nichols, Member

By _____
Don Clerici, Member

ATTEST:

Karen Johnson, Secretary

(Signed Resolution on file at JCWSA office)

Jackson County Water & Sewerage Authority

Security Deposit Credit Policies

Security Deposit Credit:

Customers that exhibit a good payment history for 24 months will receive the security deposit assessed to them at the time of application of service in the form of a credit to their water/sewer service account. Good Payment history is defined as follows:

1. No disconnection of service due to non-payment or returned check.
2. No more than one returned check on the customer account.
3. No more than three late payments.

Refund of Security Deposit:

Any security deposit held by JCWSA on a customer account will be refunded to the customer minus any amounts due to include charges for water/sewer service, penalties, or fees owed by the customer when the last meter reading is done when that customer moves from the service area of JCWSA. No security deposit held by the Authority will earn interest payable to the customer.

Any refund due to the customer will be mailed to the address provided by the customer at the time the customer contacts JCWSA for discontinuation of service.

Effective Date: 7/12/07

(Revised November 2010 – correction to paragraph 1 to agree with Water Service Agreement)

Jackson County Water & Sewerage Authority

Fees, Deposits and Miscellaneous Charges

Deposits:

Residential Users:

As provided in Section 2 of the Water Service Agreement, the minimum deposit for customers:

At the time the application for water is made. The Customer shall pay a security deposit based on the credit history of the Subscriber on the date of execution of the Agreement. as determined by the Equifax Advanced Energy Risk Model as follows:

840 and above	No deposit is required
653 to 839	\$75.00 deposits required
652 and below	\$150.00 deposit required

Commercial/Industrial Users:

\$200.00 per account.

Builders/Developers:

\$100.00 per service address.

Miscellaneous Fees and Charges:

1. Administrative Fee	\$40.00
2. Service Fee	\$100.00
3. Residential Meter Test Fee	\$150.00*

*per Sec 8 & 9 of the JCWSA Water Service Account Agreement, testing fees for meters larger than 3/4' will be assessed at the actual cost.

4. Meter Connection Fees are listed separately and can be obtained from Customer Service.
5. Schedule of Charges for Meter Box Damage or Service Theft are listed separately and can be obtained from Customer Service.

Disconnect Fee:

For meters that are disconnected for non-payment	\$50.00
Security deposit for reconnection (if no security deposit held)	\$75.00

Returned Check Fee:

Each check returned for non-payment by bank shall be assessed a handling charge	\$30.00
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Penalties:

Penalties assessed for past due amounts	10% of past due amount
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RESERVED

Jackson County Water & Sewerage Authority

Schedule of Charges for Meter Box Damage & Service Theft

Uncover Meter Box		\$200.00
Meter Reinstallation		\$200.00

Service Theft

Charges

Tampering Fee		\$ 250.00
Tampering Fee - 2nd Offense		\$ 500.00
Illegal Connection - Metered Connection		\$ 2,500.00
Illegal Connection - Metered Connection -2nd Offense		\$ 5,000.00
Illegal Connection - Unmetered Connection		\$ 5,000.00
Illegal Connection - Hydrant		\$ 5,000.00
Illegal Connection - Hydrant - 2nd Offense		\$ 10,000.00

RESERVED

Jackson County Water & Sewerage Authority

Residential Water Connection Fee Policy For Distressed Circumstances

New residential connection fees shall be paid in full at the time of application per the connection fee schedule currently in effect.

Distressed Circumstances: A distressed payment option is available to new individual residential service applicants provided they reside at the service address and show proof of one or more of the following: (1) with documentation of current income at or below poverty line as determined by the United States Department of Health and Human Services or (2) if the account owner is 70 years of age or older.

Under this policy, qualified individual residential service applicants may pay the then applicable connection fee in payments, beginning with an initial \$50.00 payment at the time of application, followed by a \$50.00 payment each month until the connection fee is paid in full.

The above fees are in addition to customer's regular monthly water bill. There is also a \$40.00 application fee due when service is applied for. If the customer fails to complete the payment of the full amount of the adjusted connection fee within a period of 72 months, the amounts paid toward that connection fee shall be forfeited and any subsequent applications for an individual water service connection shall be paid in full at the then applicable rate.

The above fees are subject to change at the discretion of the Jackson County Water and Sewerage Authority Board without prior notice.

Customer will sign the Water Service Agreement at the time of application. Failure to comply with signed Agreement and all applicable rules, policies, procedures or laws can result in penalties, loss of water service and removal of water meter.

Water meters remain the property of Jackson County Water and Sewerage Authority

Effective date: 11/12/2009



Leak Adjustment Policy

POLICY STATEMENT:

This policy shall replace all other leak adjustment policies in existence.

COMMERCIAL AND INDUSTRIAL SUBSCRIBERS:

1. An eligible subscriber shall be a commercial, industrial, or irrigation subscriber only.
2. If the eligible subscriber has experienced a leak that has been ongoing without the knowledge of the subscriber, and the subscriber contacts the customer service department of the JCWSA within 15 days of receiving the billing statement for the period in which the leak occurred, it shall be the policy of the JCWSA Board that a one-time adjustment shall be allowed to the subscriber's account. The adjustment shall be one half of the charge for the excess water usage. If the subscriber has a sewer account at the same location that the water leak occurred, a one-time adjustment shall be made to the sewer account for the same time period. The adjustment shall be one half of the charge for the excess water usage.
3. The leak adjustment shall be available for one time only per account and per connection. An eligible subscriber served by the JCWSA shall qualify for a one time leak adjustment for water leaks serving the structure only. Fire line connections do not qualify for any adjustment under this policy.

RESIDENTIAL SUBSCRIBERS:

4. Residential subscribers are eligible for leak adjustments through our ServLine Program. All residential subscribers participating in the ServLine leak insurance program are eligible for one leak adjustment per 12 months not to exceed \$2,500.00.
5. It is the customer's responsibility to keep his plumbing system in good working order.
6. Adjustments on water bills will NOT be made on the following:
 - a. Residential customers/subscribers whose metered connection services more than one service location.
 - b. Premises left or abandoned without reasonable care for the plumbing system.
 - c. Leaks on irrigation systems or irrigation lines, leaks on any water lines coming off the primary water service line, plumbing leaks in any structure other than the primary residence.
 - d. Negligent acts such as leaving water running.

- e. Excess water charges not directly resulting from a qualifying plumbing leak.
 - f. Filling of swimming pools or leaks in swimming pools; and
 - g. Watering of lawns or gardens.
7. The UTILITY through our ServLine Program shall not be obligated to make adjustments of any bills not submitted for adjustment within Ninety (90) days from the billing date.
- a. All requests for billing adjustments must be made through our ServLine Program. Customers who decline to participate in ServLine will not be eligible for a leak adjustment. Customers who qualify for leak adjustments through our ServLine Program will be responsible to pay their 12-month average bill. Amounts in excess of \$ 2,500 will continue to be the responsibility of the Customer. Adjustments are limited to one leak adjustment per twelve (12) months.
8. Customers must present proof that a leak has been repaired before an adjustment will be made. (i.e., copy of invoice for materials or bill from plumber)
9. A residential subscriber choosing to opt-out of the ServLine leak insurance program will not be eligible for any adjustment.

Adopted by JCWSA Board – March 9, 2017 – Effective 01/01/2018



FIRE LINE BILLING POLICY

WHEREAS, the Jackson County Water and Sewerage Authority (“Authority”) is a political subdivision of the State of Georgia, providing water and sewerage services to the citizens of Jackson County;

WHEREAS, the Authority Board finds it necessary to adopt Fire Line Policy to address the following concerns:

1. That fire lines be used for the sole purpose of fire suppression,
2. That billing practices be uniform across fire line customers, and
3. That proper water conservation practices be maintained and compliance with the Georgia Water Stewardship Act (SB 370) be properly followed.

NOW THEREFORE, BE IT RESOLVED, that the Jackson County Water and Sewerage Authority, by and through its Board, directs as follows:

1. **Name:** The policy described herein shall be referred to and known as the “Fire Line Billing Policy.”
2. **Metering:** All existing and future fire lines shall be metered.
3. **Usage of Fire Lines:** Fire lines shall not be used for any purpose other than fire suppression and periodic testing. The uses of a fire line for any purpose other than fire suppression and/or periodic maintenance and testing, shall be a violation of this policy.

Effective Date: February 09,2017

2017-08-01, Rev2

JACKSON COUNTY WATER AND SEWERAGE
AUTHORITY EXTRAORDINARY LEAK
ADJUSTMENT POLICY

WHEREAS, the Jackson County Water and Sewerage Authority (the "Authority" or "JCWSA") is a political subdivision of the State of Georgia, providing water and sewerage services to the citizens of Jackson County;

WHEREAS, upon consultation with staff and counsel, the Authority Board has determined that it is advisable to prepare a policy to address those situations wherein a Customer has incurred an Extraordinary Leak Event;

NOW THEREFORE, BE IT RESOLVED, that the Jackson County Water and Sewerage Authority, by and through its Board, directs as follows:

1. **Scope of Application:** This policy shall only apply to residential water customers.
2. **Definitions:**
 - a. **Extraordinary Leak Event:** Any month in which the customer's actual water usage exceeds 100 times the customer's average monthly usage.
 - b. **Average Monthly Usage:** Calculated by averaging the Customer's water usage during the preceding twelve months, less the month in which the Extraordinary Leak Event occurred.
 - c. **Customer:** Any named Subscriber under a pending Water Subscription Agreement with the JCWSA, said Subscriber's water account being paid current as of the date of application for the Extraordinary Leak Adjustment Policy.
 - d. **Standardized Rate:** That rate for residential water usage established periodically by the JCWSA Board (based on the cost to provide water from the Bear Creek Reservoir) as part of the JCWSA Rate Schedule.
3. **Remedies:** In any month in which a residential water customer incurs an Extraordinary Leak Event, that Customer may apply for the application of the following remedies:
 - a. **ServLine Program Participants:**
 1. Any Customer enrolled in the ServLine Program will make a claim to ServLine to have the maximum claim amount applied.
 2. After application of the ServLine coverage amount, the remaining usage associated with the Extraordinary Leak Event will be assessed at the Standardized Rate adopted by the JCWSA Board.
 - b. **Non-ServLine Program Participants and Customers who have filed a claim with ServLine in the last 12 months:**
 1. The Customer will be assessed a bill amount based on their Average Monthly Usage; the remaining usage associated with the Extraordinary Leak Event will be assessed at the Standardized Rate adopted by the JCWSA Board.

4. **Qualifications:** Applicants for the remedies provided pursuant to the Extraordinary Leak Adjustment Policy must meet the following qualifications:
- a. The Customer must contact the Authority and apply for the application of the Extraordinary Leak Adjustment Policy within 15 days of receiving the billing statement for period in which the leak occurred.
 - b. The Customer must show proof that the leak has been repaired.
 - c. The leak cannot span more than two billing periods.
 - d. A Customer can apply the Extraordinary Leak Adjustment Policy one time only per account and per connection.
 - e. The application of the Extraordinary Leak Adjustment Policy will be at the discretion of the Authority Manager.
 - f. It is the Customer's responsibility to keep their plumbing system in good working order.
 - g. Adjustments pursuant to the Extraordinary Leak Adjustment Policy will NOT be made on the following:
 1. Residential Customers whose metered connection services more than one service location.
 2. Premises left or abandoned without reasonable care for the plumbing system.
 3. Leaks on irrigation systems or irrigation lines, leaks on any water lines coming off the primary water service line, or plumbing leaks in any structure other than the primary residence.
 4. Negligent acts such as leaving water running.
 5. Excess water charges not directly resulting from a qualifying plumbing leak.
 6. Filling of swimming pools or leaks in swimming pools; and
 7. Watering of lawns or gardens.


5. **Effective Date:** This amendment shall go into effect upon execution of this resolution. So resolved this 11th day of July, 2019.

JACKSON COUNTY WATER
AND SEWERAGE AUTHORITY

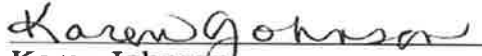
By: 
Dylan Wilbanks, Chairman

By: 
Pat Bell, Vice-Chairman

By: 
Christopher Nichols, Member

By: 
Don Clerici, Member

Attested By:


Karen Johnson
Board Secretary

PBS:9415/4386/W227109