



Water Service Agreement Policies and Schedule of Fees

November 2010

JACKSON COUNTY, GA WATER & SEWERAGE AUTHORITY

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(Revised November 2009)

Jackson County Water & Sewerage Authority

Water Service Agreement Policies and Schedule of Fees

Table of Contents

Introduction.....	3
JCWSA Water Service Agreement	4
JCWSA Collection of Charges Policies	7
JCWSA Resolution Regarding the Medical Need for Water Service.....	9
JCWSA Security Deposit Credit Policies	12
JCWSA Fees, Deposits & Miscellaneous Charges	13
JCWSA Schedule of Charges for Meter Box Damage & Theft	15
JCWSA Meter & Fire Line Rate Schedule.....	16
JCWSA Residential Water Connection Fee Policy.....	17

(Revised May 2010)

**JACKSON COUNTY WATER & SEWERAGE AUTHORITY
WATER SERVICE ACCOUNT AGREEMENT**

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

_____ ("Premises");

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 of \$40.00 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 Authority to install a water meter. 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 \$250.00 tampering charge being levied against the Subscriber's bill.

2.

Along with the non-refundable installation fee paid pursuant to Paragraph 1, upon execution of this Agreement, the Subscriber agrees to pay to the Authority \$ _____ as a Security Deposit for the water meter. The Subscriber shall be entitled to a full refund of the Security Deposit, but only after twelve (12) 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, 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.

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 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.

3.

If the Subscriber is not the owner of the Premises, the Subscriber has deposited a Security Deposit to be handled in accordance with the laws of the State of Georgia.

4.

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.

5.

Said bill shall be paid by the 15th of each month. In the event that the charge and any penalties assessed thereon are not paid within ten (10) days from the due date, the Authority shall have the right to commence 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.

6.

If the Subscriber is applying for water service to a residence already served by the Authority, the Subscriber shall pay an administrative charge.

7.

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 \$50.00 non-refundable re-service fee and a \$75.00 Security Deposit 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, 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 in order to have the water meter re-installed and service restored.

8.

Subscriber shall have fifteen (15) days to detect and notify the Authority in writing of any errors in the Subscriber's bill. Failure to notify the Authority will result in waiver of any right or claim for refunds or credits.

9.

Meters will be tested at the request of the Subscriber, however, if no irregularities are found in the meter, Subscriber will be assessed a fee of \$50.00 for said testing.

10.

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 strongly recommended 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.

11.

Subscriber grants to the Authority, its agents and employees, the right of ingress, and egress over, across, under and through Premises for any reason related to the use, maintenance, repair or otherwise of the Authority's water facilities.

12.

The Subscriber shall have the right to use said water for one (1) household/commercial site/industrial site only and any of its out buildings, located on the property of the Subscriber, unless written permission is obtained from the Authority's Board of Directors. Subscriber shall not, without the prior written consent of the Board of Directors, 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.

13.

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.

14.

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.

15.

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.
6. 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 ten (10) days written notice prior to the date of termination.

16.

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.

17.

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

18.

If the above described Premises are to be rented, leased or occupied by a person other than the owner, the land owner is responsible for any unpaid water bills. Change of service to any of the named person(s) in this contract will not be made until unpaid balances at this location are paid in full.

SIGNATURE ON THE ACCOMPANYING FORM (WATER SUBSCRIPTION CONTRACT) IS VERIFICATION THAT THE WATER SERVICE SUBSCRIBER HAS RECEIVED AND READ A COPY OF THIS AGREEMENT.

(Revised 2/12/2009)

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 15th of each month. 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 within ten (10) days from the due date, 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 cash or money order. 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 will be placed on a cash only basis of payment.

Billing Disputes:

Per Section 8 of the Water Service Account Agreement, a Subscriber has fifteen (15) days to detect and notify the Authority in writing of any errors in the Subscriber's bill. 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 render a final decision within five business days of receipt of the Billing Dispute Form by JCWSA at 117 MLK Avenue, Jefferson, GA 30549. The final decision of the JCWSA Review Committee will be mailed to the Subscriber within five business days of said decision. 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 2/13/08)

Effective Date: 07/12/2007

JACKSON COUNTY WATER AND SEWERAGE AUTHORITY

RESOLUTION REGARDING THE MEDICAL NEED FOR WATER SERVICE

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. 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, 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.

2. **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.
3. **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.
4. **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.

5. **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.
6. **Payment.** 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

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 13th day of May, 2010.

JACKSON COUNTY WATER AND SEWERAGE
AUTHORITY

By _____
Randall Pugh, Chairman

By _____
David Ehrhardt, Vice-Chairman

By _____
Andy Goodman, Member

By _____
Shade Storey, Member

By _____
Narasimhula N. Neelagaru, M.D., 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 12 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 in a 12 month period.

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.

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 Utility Industry Risk Model as follows:

961 and above	No deposit is required
763 to 960	\$75.00 deposits required
762 and below	\$150.00 deposit required

Commercial/Industrial Users:

\$200.00 per account.

Builders/Developers:

\$100.00 per location or \$500.00 per account.

Miscellaneous Fees and Charges:

1. Administrative Fee \$40.00
2. Meter Test Fee \$50.00
3. Meter Connection Fees are listed separately and can be obtained from Customer Service.
4. 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	\$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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(Revised 3/12/2009)

RESERVED

Jackson County Water & Sewerage Authority

Schedule of Charges for Meter Box Damage & Service Theft

Damage	Charges
Replacement of R900 Radio Head	\$175.00
Replacement of Antenna	\$75.00
Replacement of Meter	\$350.00
Replacement of Meter Box (with meter setter)	\$350.00
Replacement of Meter Box (without meter setter)	\$200.00
Replacement of Meter Box (upper section)	\$125.00
Replacement of Lid (with meter setter)	\$75.00
Replacement of Lid (without meter setter)	\$50.00
Replacement of inside/outside Piping	\$100.00
Raise/Lower Meter Box	\$100.00
Relocate Meter Box	\$650.00
Uncover Meter Box	\$50.00
Meter Reinstallation	\$200.00

Service Theft	Charges
Tampering Fee	\$250.00
Tampering Fee - 2nd Offense	\$500.00
Theft of Service	\$1,000.00

(Revised 2/12/2009)

Jackson Co. Water & Sewerage Authority

Meter and Fire Line Rate Schedule

Domestic Meter Size	Domestic Connection Fee	Administrative Fee	(0-2000 gallons) Monthly Minimum
3/4" meter	\$1,500.00	\$40.00	\$18.00
1" meter	\$1,700.00	\$40.00	\$25.00
2" meter	\$4,000.00	\$40.00	\$70.00
3" meter	\$8,500.00	\$40.00	\$175.00
4" meter	\$15,000.00	\$40.00	\$240.00
6" meter	\$30,000.00	\$40.00	\$410.00
8" meter	\$50,000.00	\$40.00	\$520.00
10" meter	\$70,000.00	\$40.00	\$635.00

Fire Line Size	Fire Line Connection Fee	Monthly Minimum Charge
2" line	\$4,000.00	\$70.00
3" line	\$5,000.00	\$175.00
4" line	\$7,500.00	\$240.00
6" line	\$10,000.00	\$410.00
8" line	\$12,500.00	\$525.00
10" line	\$25,000.00	\$635.00

WATER

- * Monthly Minimums - \$18.00 per month (includes usage up to 2000 gallons per month).
- * Monthly Usage Fee - \$5.75 per 1000 gallons (any amount over the 2000 gallon monthly minimum to 6000 gallons).
- * Monthly Usage Fee - \$8.75 per 1000 gallons at 6001 gallons or over.

SEWER

- * Monthly Minimums - \$15.00 per month (includes usage up to 2000 gallons per month).
- * Monthly Usage Fee - \$6.50 per 1000 gallons (any amount over the 2000 gallon monthly minimum).

IRRIGATION

- * Monthly Minimum - \$6.00 per month (includes usage up to 1000 gallons per month).
- * Monthly Usage Fee - \$5.75 per 1000 gallons (any amount over the 1000 gallon monthly minimum to 6000 gallons).
- * Monthly Usage Fee - \$8.75 per 1000 gallons at 6001 gallons or over.

(corrected 8-02-2010)

Jackson County Water & Sewerage Authority

Residential Water Connection Fee Policy

New residential connection fees shall be paid in full at the time of application. The residential connection fee as of November, 2009 is: \$1,500.00

Distressed Circumstances: A distressed payment option is available to new individual residential service applicants provided they reside at the service address and how 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 or (3) the application has been on a well which has just failed.

➤ \$25.00 down

\$50.00 per month

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.

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