

Jacksonville Water Works, Gas & Sewer Board

OFFICE POLICY

Adopted March 10, 1997

Revised October 20, 2004

Revised May 21, 2018

Preston Buchanon, Vice Chairman

Michael Limerick, Secretary

I. MISSION

The mission of the Water Works, Gas, & Sewer Board of the City of Jacksonville is to improve the welfare of the community it serves by providing quality natural gas, water, and sewer service at the lowest possible rates in a safe, environmentally clean and efficient manner. We are committed to accomplishing this mission by managing business with the highest standards of integrity and fairness, providing a well-trained and customer-oriented work force, and addressing the needs of our customers and employees on a timely basis with professionalism and courtesy.

II. WATER WORKS, GAS & SEWER BOARD HISTORY

The Water Works and Gas Board of the City of Jacksonville was incorporated on about the 26th day of May, 1948. Prior to this time, the Water Works operated as a department of the City.

The Board was organized under provisions of the Code of Alabama, now referred to as Sections 11-50-310 et. Seq., Code of Alabama, 1975, as amended. These provisions set forth certain powers which may be exercised by any Board organized thereunder.

The Certificate of Incorporation of the Water Works and Gas Board of the city of Jacksonville established the maximum number of directors as three. The By-laws of the Water Works and Gas Board of the City of Jacksonville states that the Board of Directors “consisting of three members who shall be duly qualified electors of and property owners of said City of Jacksonville, Alabama, shall not be officers of said city, and shall be elected by the governing body of said City. The initial terms of the members of the Board shall be as follows: one shall be for two years, one shall be for four years, and one shall be for six years. After the respective expirations of said initial term, the terms of the members shall each be six years. Any vacancy in the membership of the board shall be filled by election by the governing body of said City.

On the 14th day of September, 1954, the certificate of incorporation of the Board was amended to include a sewer system in the City of Jacksonville. The sewer system was previously operated as a department of the City.

On the 5th day of November 1954, the City of Jacksonville and the Board entered into a contract. The contract was entered into by the Board in connection with its sale of bonds to finance construction and maintenance of the systems. Under the contract between the City and the Board, the City agreed “to operate the system in an efficient and economical

manner, to make all improvements, replacements and repairs necessary to keep the System in first class operating condition, to furnish all required office space and personnel, including all engineering, accounting, legal and other technical services, to abide by and enforce all rates, rules and regulations of the Board governing the rendition of services, to read all meters monthly, to collect all bills and to deposit all collections daily to the credit of the Board in such bank or banks as may be designated by the Board, to provide such insurance and fidelity bonds, to maintain such books and records, to cause such annual examination and inspection of the System by a licensed engineer, and to provide such monthly and annual statements and audits as may be required by the Mortgage, to perform and comply with each and every covenant, obligation, term, and condition imposed upon the Board by the Mortgage or by an franchise ordinance granted by the City to the Board in connection with the operation and maintenance of the System, and to defend and save harmless the Board from any and all claims or actions that may be made or bought against the Board arising out of or in connection with any of the aforesaid matters.” The Board agreed to pay the City as of the twentieth day of each month, all excess revenues for these services. Beginning in 1978, the City Council of the City of Jacksonville and the Water Works, Gas & Sewer Board agreed for the Board to remit five percent of its gross receipts in lieu of transferring excess revenues in accordance with the previous agreement. The agreement states that no transfer will be made unless there are excess revenues.

III. RESPONSIBILITY

- A.** The Water Works, Gas & Sewer Board of Directors is responsible for periodic review of office policies.

- B.** The Water Works, Gas & Sewer Board employees are responsible for the implementation of this policy and the Water Works, Gas & Sewer Board Office Supervisor and Superintendent are responsible for the enforcement of this policy.

IV. DEPOSITS, DEPOSIT TRANSFERS, TEMPORARY SERVICE AGREEMENTS, CONTINUOUS SERVICE AGREEMENTS AND BILLING

A. DEPOSITS

1. A deposit is required for gas and/or water service for all occupied premises. Each deposit must be paid in full; partial deposits shall not be accepted. No deposit for a new customer shall be waived under any circumstance. An existing water customer adding gas service may have their gas deposit waived if they have paid their water bill on time (by the due date) twelve (12) months. Deposits are held until the customer ceases to occupy the premises and at that time it is applied to the final bill. However, after twelve (12) bills have been paid on time (by the due date) the customer may request that the deposit be refunded. No deposit shall be refunded to a customer who has ever had a check returned for insufficient funds, or has been disconnected for nonpayment. Once a deposit has been refunded, the customer shall not have to pay another deposit when the customer moves directly from the address the deposit was refunded to another address on our service. However, if the customer had only one service at the refunded address and moves to an address with an additional service the deposit for the additional service shall be paid and shall be subject to the twelve month rule above. Interest is not paid on deposits.
2. A picture identification card shall be required before service may be started.
3. A customer must be at least nineteen years of age to establish service. Customers under nineteen must have their parents sign the service application/deposit.
4. If a customer applying for service owes a previous bill, the previous bill must be paid in full or arrangements for payment made with the Office Supervisor before the deposit is paid and service is turned on. If a customer is paying an amount that has been previously charge-off, or if the customer has a previous record of being disconnected for nonpayment they must pay a higher deposit. The water deposit will be \$100 and the gas deposit is \$150.

5. If a business pays after the 20th for three consecutive months, a deposit will be required equal to an average of the customer's three most recent bills, rounded to the nearest \$10.00. The customer will be notified in writing and will have (30) days to remit the deposit, or service will be discontinued.

B. DEPOSIT TRANSFERS

1. Customers moving from one address in Jacksonville to another address in Jacksonville may transfer their deposit to the new address only if the bill is paid in full at the current address and any transfer fees are paid.
2. Deposits may not be transferred from one person to another. In divorce or separations, the deposit shall be transferred to the individual who signed the original deposit application from. In the event of death, the deposit shall be transferred to the customer's estate.
3. Deceased Customers- In the event we are made aware of the death of a customer with service in their name, the account should immediately be changed to "ESTATE OF (Customer Name)". A deposit notice should be sent to the address, and the old account will be finalized. If the decedent has a spouse, the deposit may be transferred to the spouse's name. It may not be transferred to any other relative. Use discretion and wait at least one month before requiring a deposit.

C. TEMPORARY SERVICE AGREEMENTS

1. Maximum length of time for temporary service with a \$10 owner fee is 30 days. If service is needed for longer than 30 days, a deposit must be paid.
2. Exceptions:
 - a) Real Estate companies can have service for more than 30 days.
 - b) Property managers & owners who have signed continuous service agreements are exempt from the 30 day rule.

D. Continuous Service Agreements

1. Property managers & owners have the option to sign continuous service agreements, listing all addresses they want included.
2. When an “off” is generated for a tenant, an “on” service order is automatically generated at the same time.
3. The \$10 owner fee is billed to the property manager/owner each time a service goes into their name.
4. Property managers/owners are not subject to the “30 day” temporary service agreement rule.

E. BILLING

1. All water and gas meters are read between the 10th and 25th day of each month. All utility bills are mailed on the last working day of the month so customers will receive a bill near the first of each month. The bills will show the past and present meter readings, usage, and the amount due which includes state utility tax, sewer service charges, a fee for garbage, and a City-assessed fee for health and sanitation purposes for residences within the city limits of Jacksonville.
2. In the event that a meter fails to register water or gas consumption in whole or in part, the customer shall pay such reasonable sum based upon historical consumption as is ascertained to be due for the period involved.
3. The customer shall be liable and shall pay for all water and/or gas passing through the meter until it is turned off. The customer is responsible for services used while the bill is in the customer’s name.
4. If a customer terminates service and fails to pay their final bill, an additional fee will be assessed to their account to pay for all collection costs charged by the collection agency.
5. Sewage Discharge- Only sewage within the city limits of Jacksonville is allowed to be dumped at the Wastewater Treatment Plant. The sewage discharge fee is \$50 per 1000 gallons. Site glasses must be on the truck so the amount can be verified by Wastewater Treatment Plant employees.

V. COLLECTION POLICY

A. OBJECTIVE

1. To establish a set of collection procedures that are fair and equitable and to insure that these procedures are followed.
2. To maintain customer accounts in such a manner that the investment made in the Water Works, Gas & Sewer Board over the years may be protected and maintained for all past, present, and future customers, and that current customers may be protected against possible inequities arising from the failure of other customers to pay bills.
3. This utility shall make every effort to insure that information on customers is accurate. A picture identification card shall be required before service is started.
4. These collection procedures shall apply to all customers and will be administered without regard to race, color, creed, sex, national origin, political consideration, or marital status.

B. POLICY

1. The customer is entitled to pay the net amount of the bill if paid on or before the due date. If paid after the due date, the gross amount, which includes a ten percent penalty, must be paid. If the due date falls on a weekend or holiday, the net amount may be paid through the next working day. Mail payments which are postmarked on the due date shall be allowed to pay the net amount. Mail payments which are postmarked after the due date shall pay the gross amount, which includes a ten percent penalty. Failure to receive a bill does not excuse the customer from payment. Failure to pay the bill ten days after the due date may result in disconnection of service.
2. Penalty Waivers- The ten percent penalty may be waived one time per customer, if the customer's history shows that they have never been charged a penalty. Such a waiver must be granted with the approval of the Office Supervisor, Assistant Supervisor, or Superintendent. A record will be kept permanently on the customer's account of the waiver.

3. The customer should first address any disputed bill to the Water Works, Gas & Sewer Board office. The office will investigate the disputed amount and correct any problems or explain to the customer the item in question.
4. If payment is not received in accordance with this policy, service to the customer shall be terminated. The customer will then be required to pay the gross amount, which includes a ten percent penalty, and a delinquency fee **before** service is restored.
5. The Water Works, Gas & Sewer Board will accept partial payments on delinquent bills prior to the disconnection date, which is described in Section 7, Part A. However, the entire bill must be paid prior to the disconnection date or the service may still be discontinued.
6. No account may owe three months in charges.
7. An extended period for payment may be provided to the customer if approved by the Office Supervisor or his/her representative. Any extensions past the 3rd of the next month, unless the account is already delinquent by two months, must be approved by the Office Supervisor. Delinquent accounts with two month charges will not be granted extensions.

VI. COLLECTION PROCEDURE

A. CUSTOMER COLLECTION PROCEDURE

1. If the customer is not disputing the amount owed or the right of the Water Works, Gas & Sewer Board to collect due bills, the Account Manager will deal directly with each customer inquiry. The Account Manager will determine specifically what the customer is asking, determine the specific type of relief sought by the customer, and provide this relief if possible under this policy and maintain adequate records on each such transaction.

2. When circumstances require the handling of the account beyond the Account Manager, the Office Supervisor will listen to the customer's claim and determine if he/she can make a final disposition or whether it is a situation which requires further investigation. The circumstances under which the Account Manager should refer the customer to the Office Supervisor for review and decision on the inquiry by the customer include any case in which a customer:

- a) Disputes the amount owed on the bill due and cannot reach agreement with the Account Manager.
- b) Challenges the right of the Water Works, Gas and Sewer Board to terminate his/her service because of failure to pay bills or honor agreements concerning bills and arrears.
- c) Reveals that he/she may not be willing or able to enter into an agreement to pay current bills and arrears in a manner consistent with this policy.
- d) Claims special circumstances prevent him/her from entering into a payment agreement.
- e) Is in an uncontrollable emotional state.
- f) The customer does not have a picture identification card.

B. AGREEMENTS

1. The Field Service Representative is the employee dispatched by the Office to turn water and/or gas on or off. Payment agreements or payment collections cannot be made by the Field Service Representative.
2. Payment agreements made by customers are extremely important. It is the customer's responsibility to contact the office to make payment arrangements. It is also the customer's responsibility to fulfill the payment agreement by making payments by the scheduled date. When a customer makes formal payment arrangements, they will be given an agreement number to verify that an agreement has been made. A customer who purports to have an agreement but cannot provide an agreement number does not have an agreement. **When the customer does not fulfill the terms of the agreement, the entire balance must be paid in full. Additionally, customers who violate agreements are not allowed to enter into another agreement for six months. If the customer breaks two separate agreements, the customer may not make any future payment arrangements.**
3. If a customer calls before the due date for the delinquent notice to renegotiate the terms of their agreement, it will not be considered a broken agreement, unless they have already violated the terms of the agreement.
4. When disconnection is avoided by the customer issuing an insufficient check, no further payment extension agreements will be allowed. The entire balance owed plus all applicable fees must be paid in full.

C. TRANSFER OF BAD DEBT POLICY

1. Any customer who leaves outstanding charges at one Jacksonville address and moves to another Jacksonville address will have those charges transferred to the new address, regardless of the name in which the new service has been placed. Prior to the transfer of the balance owed, the customer will be given written notice, mailed to the new address, allowing 14 days for the debt to be paid before the transfer will take place. The decision to transfer the debt must be approved by the Utility Office Supervisor or his/her designee.
2. If the customer disputes the transfer of charges, a written appeal must be submitted for consideration by the Superintendent (Mayor) within 14 days of the actual transfer. The Superintendent will notify the customer of the decision.
3. Any further appeal must be made in writing to the Board within 14 days of notification of the Superintendent's decision. The Board's decision will be final.

VII. DISCONNECTION

A. Services shall be disconnected for nonpayment and disconnection notices shall be delivered to the customer's address no earlier than the eleventh (11th) day after the penalty date. If this eleventh day is a non-business day, the notices shall be delivered the next day.

1. For customer information purposes, the back of each monthly bill contains the message "If you have a previous balance, your account may be turned off immediately after the 10th."
2. A delinquent bill is mailed to the customer approximately two (2) days after the penalty date notifying the customer of the disconnection date. The delinquent bill states that the amount due must be paid by the close of the business day prior to the disconnection date. (Example: February 10, 2002 is the due date.)

On February 11, 2002, delinquent notices are printed and the 10% penalty is assessed. The gross amount is now due. Delinquent notices are mailed on February 12, 2002, with the following message printed on the bill:

Your payment is past due- Please pay FULL AMOUNT immediately. If you need to make payment arrangements, please call our office at (256)435-7657. You do not have a valid agreement unless you call and you are given a confirmation number. A delinquency fee is added to your account on the day of disconnection, and is due on all past due accounts. If your service is disconnected, you must pay the total amount due at the office before your service can be restored. We cannot guarantee same day restoration of service.

On February 25, 2002, the bill remains unpaid so the service is disconnected.

3. The Water Works, Gas, & Sewer Board office personnel will work with customers who are delinquent due to financial hardship. Every effort is made to make arrangements for the payment without disrupting service.
4. Unless satisfactory arrangements have been made as discussed in the Customer Collection Policy, the account is subject to termination after the eleventh (11th) day from the penalty date.
5. The night deposit box is searched for last minute payments by those scheduled to be disconnected that day. Partial payments will not prevent disconnection. A list of accounts to be disconnected for nonpayment is prepared.
6. When the Field Service Representative leaves the office with the disconnection notices, the reconnection fee is assessed and must be paid. The Field Service Representative will turn the services off and hang the doorknob notice to notify the customer of the total amount due to have the service restored. The Field Service Representative is not allowed to accept money or make agreements with the customer.

7. In instances where the disconnection has resulted from the failure to abide by the terms of a payment agreement, no further agreement can be made for the settlement of this particular outstanding bill and reconnection fee.

8. If the temperature is forecast to remain below freezing (thirty-two degrees Fahrenheit) within the next twenty-four hours, gas service may not be disconnected. Gas service, at the discretion of the Office Supervisor, may remain connected until the temperature rises above thirty-two degrees Fahrenheit.

VIII. RETURNED CHECKS

The following guidelines have been developed to provide for a uniform procedure for handling dishonored checks.

A. POLICY- Any customer, residential or commercial, who has two (2) or more checks returned to the Utility Office for insufficient funds within a twelve (12) month period or more than four (4) checks over a longer period of time, will be required to pay with cash or money order. If the residential or commercial customer pays their bill by the due date (the 10th) for twelve consecutive months, they will be allowed to again pay with a check. Any further returned checks will result in a permanent requirement for cash or money order payment method.

1. Upon the return of a check or bank draft, the customer shall be notified by telephone call or doorknob notice that the returned check/draft must be replaced with cash by 12:00 the day following the day the office receives the check. The customer shall also have to pay the insufficient check fee.

2. If the customer does not replace the check or draft by the designated time, the service shall be disconnected without further notice. In order to have service restored, the customer must replace the check/draft amount with cash, pay the insufficient check/draft fee, and pay the reconnection fee.

IX. RULES AND REGULATIONS GOVERNING SUPPLY AND CONSUMPTION OF GAS AND WATER

A. METER DAMAGE

1. The customer is responsible for damage to any gas or water meter serving the premises occupied by the customer and will immediately reimburse the Water Works, Gas & Sewer Board for all costs of repairing or replacing the meter. If a customer damages Water Works, Gas & Sewer Board equipment or tampers with the lock on a meter set, he/she may be refused service. Tampering with meters will not be tolerated, and such occurrences may be prosecuted to the fullest extent of the law.
2. If a gas meter is found to have been turned off by a customer without notifying the Water Works, Gas & Sewer Board, the meter will be locked.
3. The customer will use gas and/or water supplied through the Water Works, Gas & Sewer Board meter only. Use of other metering devices or by-passing equipment and tampering with adjustments on Water Works, Gas & Sewer Board-owned metering equipment by customers are prohibited and such occurrences may be prosecuted to the fullest extent of the law.

B. ACCESS TO CUSTOMER PREMISES AND RESPONSIBILITY FOR LINES

1. The Water Works, Gas & Sewer Board employees or its authorized agents shall have access to the customer's premises at all reasonable times for the purpose of checking, reading, servicing, and disconnecting the meter, shutting off gas and/or water, and for such other purposes as the Water Works, Gas & Sewer Board may deem advisable to protect its interest and safety to the public.
2. In the event that the meter reader is unable to access the meter, the Water Works, Gas & Sewer Board only requires Account Managers to make one (1) attempt at contacting a customer for a meter reading. If a customer has dogs, a fence, or some other obstruction that is preventing us from accessing their meter, we will make one effort to contact them for a meter reading. If the customer fails to respond to our effort, the usage will be estimated as a year's average plus 50%. No adjustments will be made after bills are mailed.
3. The Water Works, Gas & Sewer Board is responsible for the lines up to the meter only. Lines beyond the meter are the customer's responsibility.
4. The Water Works, Gas & Sewer Board is responsible for sewer lines up to the customer's tap only. Lines beyond the tap are the customer's responsibility.

X. DISCONTINUANCE OF SERVICE FOR REASONS OTHER THAN NONPAYMENT OF UTILITY BILL

A. Service may be refused or discontinued for any of the reasons listed below. Unless otherwise stated, the customer shall be allowed three working days in which to comply with the rule before service is discontinued. Service shall not be disconnected on the day preceding a day or days on which the Water Works, Gas & Sewer Board office is closed, except for (1)-(4) below:

1. Without notice in the event the Water Works, Gas & Sewer Board determines the presence of a hazardous condition on the customer's premises.
2. Without notice in the event of a customer use of equipment in such a manner as to adversely affect the Water Works, Gas & Sewer Board's service to others.
3. Without notice in the event of tampering with the equipment furnished and owned by the Water Works, Gas & Sewer Board.
4. Without notice in the event of unauthorized use.
5. For failure of the customer to permit the utility reasonable access to its equipment for inspection, securing of meter reading, etc.

B. The reconnect fee will apply except in the event service is disconnected due to a hazardous condition through no fault of the customer.

C. Gas Leaks

1. When a gas leak, beyond the gas meter, is detected by Water Works, Gas & Sewer Board personnel, or is reported by the customer, the gas meter shall be turned off, locked, and a red tag attached.
2. The customer shall be responsible for contacting a state certified gas fitter licensed by the City of Jacksonville for necessary repairs. The gas fitter shall be required to pressure test the lines with fifteen (15) pounds per square inch (psi) of air for one hour to verify that the leak has been repaired. The pressure test must be performed by a master gas fitter or journeyman gas fitter. If a journeyman, he or she MUST be working under a master gas fitter. The master gas fitter does not have to be on the premises. The Water Works, Gas & Sewer Board shall be notified so that an employee may verify the gauge setting when the test is installed and also at the end of the test period.
3. When the pressure test result is satisfactory, the Water Works, Gas & Sewer Board employee verifying the test may turn the gas service on.
4. The Water Works, Gas & Sewer Board employees do not do any work on private property past the meter.
5. The Water Works, Gas & Sewer Board employee shall be on call for emergencies occurring after normal working hours. The Jacksonville Fire Department shall have a list of the employees on call and the necessary home, pager, and cell telephone numbers. Pressure test shall be checked only during the maintenance department's normal working hours, unless the gas is used for heat and the temperature is forecast to be below freezing.

XI. NEW GAS INSTALLATIONS

- A.** The cost of gas installation is set as a part of the schedule of fees and services and is subject to change without notice.
- B.** The Water Works, Gas & Sewer Board will not install gas meters under any window.
- C.** Galvanized or black steel pipe shall be used from the meter through the wall or foundation.
- D.** All black pipe exterior and couplings shall be painted with a rust preventing paint.
- E.** Copper tubing of proper size may be used under the building in the crawl space.
- F.** Copper tubing that passes through the floor or partition shall be protected by a steel sleeve.
- G.** A cut-off valve shall be installed at each appliance.
- H.** All bathroom and bedroom heaters, except wall-type radiant heaters, shall be vented to the outside. All bathroom and bedroom heaters shall have an oxygen depletion unit.
- I.** All space heaters shall have automatic safety cut-offs (oxygen depletion unit).
- J.** A fifteen (15) pound per square inch (psi) air test is required on all new construction. The test must be observed by a Water Works, Gas & Sewer Board employee before and after a one (1) hour test period. The employee must verify the gauge reading at the beginning and ending of the test period. If the test holds satisfactorily at the end of the one hour period the gas may be turned on after the plumber/gas fitter removes the gauge, if all necessary deposits have been paid.

XII. WATER LEAKS AND SEWER ADJUSTMENTS

A. WATER LEAK ADJUSTMENT POLICY

1. The maintenance and repair of the service pipe on the user side of the water meter is the responsibility of the owner of the premises being serviced.
2. In the case of a leak in customer's water service pipe, the customer may be entitled to an adjustment on his/her water bill if the usage is three (3) times the seasonal average from the previous year. The seasonal average shall include the month of the leak, the month before and after of the previous year. An adjustment may be given provided that within seven (7) days of the leak's discovery by the customer or within seven (7) days of the Board notifying the customer of a possible leak, whichever occurs sooner, the customer submits to the Board a water leak adjustment request form and an invoice or repair receipts showing that the leak has been repaired. A leak adjustment shall be available to the owner at the discretion of the Utility Office Supervisor or his designee.
3. If the conditions in item 2 are met, then the water bill in the month the leak is detected may be adjusted by one-third. An appeal of the decision to adjust the charges must be made in writing within thirty (30) days to the Water Works, Gas & Sewer Board.

B. Adjustments may be made to the sewer charge on a customer's bill when it is determined that the excessive water usage was caused by a water leak. This adjustment may be the result of the customer notifying the Water Works, Gas & Sewer Board office that the customer has found or repaired a water leak, or the adjustment may be the result of an employee discovering the leak while checking meter readings. No adjustment shall be made if the water is entering the sewer system. (Example: leaking toilet)

C. When employees discover a water leak at a customer's address, an attempt shall be made to notify the customer of this discovery. Employees may notify the customer in person, by telephone, or by doorknob notice.

D. Adjustments for the same leak may cover two different billing periods; therefore the sewer charge may be adjusted two months in a row. If the customer has not repaired the leak by the next billing period following the two adjusted periods, this office will not adjust the sewer charge on the third bill.

