



City of Woodbury

**CUSTOMER SERVICE
POLICY MANUAL**

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CITY WOODBURY

CUSTOMER SERVICE POLICY MANUAL

INTRODUCTION

The purpose and objective of these policies is to provide a description of various elements, which must be considered in establishing the Customer Service Policy for the City of Woodbury.

The Customer Service Policy formalizes the relationship between the customer and the City of Woodbury and must be clearly defined in order to prevent misunderstanding between the customer and the City of Woodbury. The Customer Service Policy was developed with the interest of the customer first and foremost. It is the City of Woodbury's policy to avoid unnecessary restrictions on the customer, and to produce good customer service.

The information contained herein is written in layman's terms, in order that the customer can readily understand the City's goals. In any case not specifically covered, or if questions arise as to the application of these policies, please contact the City of Woodbury Customer Service Department.

DEFINITIONS

ACCOUNT STATUS

- Open or Active – Any account that is presently billed for utility services that the customer receives.
- Closed or Inactive – Any account that is no longer being billed for utility services.
- Current – An open or closed account that has paid all outstanding balances prior to the due date, except for the most recent bill prior to the due date, and any amount not yet read and billed.
- Paid to Date – An open or closed account that has paid all billed utility charges, but that may still have unread and or unbilled charges outstanding.
- Fully Paid – A closed account that has paid any and all charges against it.
- Delinquent or “Past Due” – Any open or closed account that has not paid a service bill or service payment agreement amount in full on or before the last day for timely payment, by 4:00 PM “Day of Due Date”.

Account Holder – A person 18 years of age or older, or other legal entity, that is receiving any utility service(s) from the City of Woodbury, whose name is specifically listed on an account as the primary entity responsible for decisions regarding the service, and for financial obligations created from the use of the service.

After Hours Payment – A payment received for utility services after a specific time or deadline (2:00 pm for new services and 3:00 pm for reconnection of services).

Allowable Limits – Water meter readings shall be considered accurate and the associated charges correct if the meter (s) falls within a range of ± 2 percent (98% - 102%).

Applicant – A person 18 years or older, partnership, firm, association, corporation, governmental body, or other legal entity capable of entering into a contract for service, applying to the City of Woodbury for utility service(s).

Combined Utility Service Account – Shall be an account that includes two or more of the following services, water, wastewater, or garbage collection.

Complaint – A statement or question by anyone, whether a utility customer or not, alleging a wrong, grievance, injury, dissatisfaction, illegal action or procedure, dangerous condition or action, or utility obligation.

Customer(s) — All account holders who directly receives or uses a City of Woodbury utility service.

Delinquent or delinquency — An account for which a service bill or service payment agreement has not been paid in full or before the due date, by 4:00 PM (normal business hours), required for that payment.

Deposit — An amount determined by the City of Woodbury to be paid and kept on file with the City of Woodbury until an excellent credit rating is achieved (24 consecutive months with no penalties applied to the account) or service is terminated.

Initial Deposit — A deposit required to establish a utility account with the City of Woodbury, or to add additional services to an existing account.

New Deposit — A deposit required if the initial deposit has been returned and conditions exist that require a deposit.

Additional Deposit — Monies required in addition to the initial or new deposit necessary to cover an increase in the number or types of service, usage of service previously underestimated with the initial or new deposit or required due to an unsatisfactory payment history of the customer.

Due Date — The last day a utility bill may be paid, by 4:00 PM before late penalty fees are applied. Post mark date is used to avoid penalty.

Governing Body — The City of Woodbury City Council.

Meter — An instrument for measuring some quantity, such as the amount or rate flow.

Point of Delivery — The point where the customer's pipes or equipment connect to those of the City of Woodbury. This point of delivery is set forth in the Code of Ordinances (latest edition) for the City of Woodbury.

Service — The supply of water, solid waste collection and disposal, Internet.

Reconnection fee — A fee that is charged to cover the extra handling and administrative expenses of the City of Woodbury caused by an account that has been disconnected for non-payment.

Service Rules — The entire body of rules, procedures, and policies adopted by the City of Woodbury City Council.

Timely Payment — A payment on a customer's account made on or before the due date, by 4:00 pm shown on a current bill for service.

Temporary Service – The establishment of some or all utility services for a shortened and defined period for the purpose of other than household occupation. An example would include a real estate agent turning on water and/or wastewater (if applicable) to be able to show a property to a prospective buyer.

Unpaid Balance – Any charges that were previously billed that have not been paid in full as of the printed date of the following utility statement(s).

Unsatisfactory Payment History – A payment history of an account holder that:

- Has made two or more late payments (past the billed due date) for any utility service in the last twenty-four (24) months; Or
- Presented any NSF checks or ACH/EFT reject notices in the past 12 months; OR
- Been subject for disconnection for non-payment of any utility service(s), whether actually disconnected or not.

Utility – Shall be interchangeable with the City of Woodbury.

Utility Service – Shall be one or more of the following services offered by the City of Woodbury, to include but not be limited to water, wastewater, solid waste, stormwater, and Internet.

HOURS OF OPERATION

The City of Woodbury Municipal Complex office hours are as follows:

Walk-in Service: Monday – Friday 8:00 a.m. – 4:00 p.m.

Phone Service: Monday – Friday 8:00 a.m. – 4:00 p.m.

Customer Service Address: 18053 Main St. Woodbury, GA 30293

Customer Service Mailing Address: P.O. Box 297, Woodbury, GA 30293

Customer Service Phone Numbers: Phone: 706-553-2011

Fax: 706-553-5551

Payments: Payments can be made in the form of cash, check, money order, or credit/debit card. Payments made using a credit/debit card will be assess a convenience fee. Payments can be made in person at City Hall, 18053 Main St., drop boxes, online, over the phone or by mail.

The City of Woodbury website now offers an online payment option. Customers who choose to use the online payment option may go online to woodburypayments.com to make direct payments. Convenience Fees will apply.

Payment Drop Box Location:

18053 Main Street Woodbury, GA 30293

**Located at the front of City Hall Municipal Complex*

AFTER HOURS PAYMENTS

If service has been disconnected for non-payment, service will be returned on the next day business day after payment in full and all applicable fees as described elsewhere in this policy manual are received.

***Note:** Payments placed in the drop box will be processed the next business day and are to be made by check or money order only. To ensure accountability for our employees and customers, no cash payments should be placed in the drop box.

NOTE: The City of Woodbury will not be responsible for cash payments placed in the drop box.

After Hours Emergency Services: Water emergency calls are responded to 24 hours a day/7-days a week. To report water emergencies, please call 706-553-2211. For immediate assistance please call 911.

APPLICATION FOR SERVICE

APPLICATION FOR SERVICE

All customers applying for service must complete and sign a “Contract for Service” with the City of Woodbury. As a combined utility provider, the City of Woodbury offers the owner of the property the option of choosing which services he/she wishes to have turned on if the property is vacant. If the owner does not specify at the time of the sign-up process, all services for the location will be made active. The following information must be provided by the person applying for residential service:

- Applicant’s Name
- Date of Birth
- Social Security card OR Tax Identification Number (or a legal document containing your social security number such as a recent W-2, recent tax return, Medicaid/Medicare Card, etc.) to help us assist in verifying your identity when we are assisting in the future.

- A valid government issued picture I.D. (Driver's License, Georgia Identification Card, Passport, or Military I.D.) to help us assist in verifying your identity when we are assisting you in the office in the future.
- Service Address (including street, house or apartment number)
- Lease agreement (All Leases will be verified) or proof of ownership (Property Tax Statement or Settlement Statement). PRESENTING A FRAUDULENT, FORGED, OR ALTERED LEASE FOR THE PURPOSE OF OBTAINING CITY OF WOODBURY UTILITIES IS A FELONY CRIMINAL ACT AND PUNISHABLE BY LAW.
- Deposit (See Water Service Application)
Acceptable payment options: Cash, Check (No Counter Checks), Money Orders, MasterCard & Visa may be used as well however, a 4% Credit Card Convenience Fee will be added to the total amount charged.

The following information must be provided by the person applying for commercial service:

- Articles of Corporation
- List of Officers in Corporation
- Legal Document Providing Federal I.D. #, EIN #, or Tax I.D. #
- Lease Agreement (All Leases will be verified) or Proof of ownership. PRESENTING A FRAUDULENT, FORGED, OR ALTERED LEASE FOR THE PURPOSE OF OBTAINING CITY OF WOODBURY UTILITIES IS A FELONY CRIMINAL ACT AND PUNISHABLE BY LAW.
- Valid government issued picture I.D. of one of the Officers of the Corporation
- Occupational Tax Receipt
- Commercial Deposit (All Commercial Accounts are charged a deposit and are not transferrable from another location:
- Acceptable payment options: Cash, Check, (No Counter Checks), Money Orders, MasterCard & Visa may be used as well, however, a Credit Card Convenience Fee will be added to the total amount charged.

Any account that is in a corporation's name must be signed for by an officer of the corporation.

Service is furnished to the customer upon acceptance of the customer's Contract for Service by the City of Woodbury. Applications are accepted by the City of Woodbury with the understanding that there is no obligation to render service if it is not available, or other than the character of service then available at the point of delivery. A copy of the written contract, accepted by the City of Woodbury, with the applicant's signature, together with the Terms of Service will be furnished to the applicant for their records and information.

The owner or tenant of the property must sign all applications for the provision of water and/or wastewater services into any premises, or for the extension of distribution lines for the conveyance of such services, on forms furnished by

the City of Woodbury. All applications for utility services shall remain in effect until the account holder making the service deposit wishes the service to be discontinued. Anyone signing for service for someone else must provide a notarized letter of authorization, plus provide a valid government issued picture I.D. for the person acting on behalf of the customer and a copy of all the required documents of the person requesting the service.

Customers who are in the office by 2:00 PM and provide the above required documents can qualify for having services turned on the same day. Customers who are in the office after 2:00 PM and provide the above required documents but still want services turned on the same day must pay a \$25.00 after hours fee to connect same day services, otherwise services will be connected on the following business day.

TERMINATION OF SERVICE

The termination of service may be in written manner, or by telephone. The customer whose name appears on the contract is the only person who can terminate the service. When making a request by phone, the customer must provide the account number and social security number to help us verify their identity. In the event the customer is no longer available, an affidavit from the landlord can be used to terminate service.

Utility services will be immediately disconnected after verification of an account holder is deceased. Methods of verifying an account holder is deceased are death certificates, death notices in a legal publication, notarized letter from property owners, or Letters of Testamentary.

It is the responsibility of the account holder to have utility services disconnected once they vacate the premises. Utility services for an incarcerated account holder can be disconnected via phone by the account holder or by sending a notarized letter to the City of Woodbury.

Requests for termination of service received prior to 2:00 pm, Monday thru Friday, will be processed on the same business day. Request for termination of service made after 2:00 pm, Monday thru Friday, will be processed on the next business day.

Failure to notify the City of Woodbury to discontinue service when you vacate the property will result in continued utility service and the account holder's liability to pay your utility bills.

PROCESS FOR OBTAINING NEW SERVICE/CONSTRUCTION

- Where service is to be provided to new facilities not previously served, the owner or developer must provide the City of Woodbury a certificate of approval from the City of Woodbury Planning & Zoning Commission.
- Included with the permit process will be information concerning provisions for water and sewer service as applicable.
- The water providers will advise the owner/builder of their specific requirements concerning the location and installation requirements for their respective points of service.
- Connections will not be made until the respective utility departments have received all required approvals from the Planning and Development Department.

SERVICE LOCATIONS

Woodbury City Ordinance Sec. 28-27:

All services and meters shall be placed in a location designated by the City of Woodbury, and in no case shall any consumer or other person change, alter, or interfere with said services and meters. Meters shall remain accessible to the City of Woodbury at all times, and therefore, shall not be enclosed by future additions by the owner. All electrical and/or water installations, or changes in, piping or equipment, upon completion, must be inspected by the appropriate authorized inspector. A City of Woodbury department representative will inspect all facilities to ensure compliance prior to connection of any water and/or sewer service before rendering service. Only City of Woodbury personnel are authorized to have access to City of Woodbury's owned, pipes, meters and apparatus. Only authorized personnel can remove a seal from City of Woodbury equipment and meters.

PRIOR DEBT

The CITY of WOODBURY may refuse to furnish new service to an applicant who is indebted to the City for service previously furnished until all indebtedness has been satisfied. For Bankruptcy information, see Page 19.

DENIAL OF SERVICE

The City of Woodbury reserves the right to deny service to a customer for any of the following reasons:

- In the event of a condition found by the utility to be unsafe or substandard. An Inspection shall be granted to a City of Woodbury employee, or their designee, before completing the contract for services.

- In the event of customers use of equipment is in such a manner as to adversely affect the City of Woodbury's equipment or service to others.
- In the event of tampering with equipment furnished and owned by the City of Woodbury.
- In the event of unauthorized use or resale of utility service.
- For violation of, or non-compliance with utility service rules.
- For failure of a prospective customer to furnish service equipment, permits, certificates, or rights-of-way specified by the utility as a condition of receiving service, or for failure of a prospective customer to fulfill his or her contractual obligations for service or facilities.
- For failure of the customer to permit the City of Woodbury reasonable access to its equipment.
- **Benefit of Service Rule** - In the case of customers who have been disconnected for failure to pay, or for whom credit action is pending, service will not be reconnected or continued in the name of another occupant, or owner of the premises, if the previous customer or any other person liable for payment of the delinquent bill(s) continues to occupy the premises as shown on a lease or sales agreement. Similarly, New or Transferred Accounts will not be established for customers who have co-occupants, as shown on a lease or sales agreement that will benefit from the service so long as they have delinquent accounts. **This shall not apply to an active account holder with an excellent credit history who allows a delinquent account holder to reside with them.** In the case of service initiation where a delinquent bill exists, City of Woodbury reserves the right to require a notarized lease agreement from the customer applying for utility service at that location. After receipt, the City of Woodbury will verify said lease agreement by contacting the owner for further certification.
- Failure to pay the required deposit.
- Any other action(s) that would violate Georgia Law 16-8-5, stating; *"A person commits the offense of theft of services when by deception and with the intent to avoid payment he knowingly obtains services, accommodations, entertainment, or the use of personal property which is available only for compensation."*
- If the primary account holder has an unpaid balance due to the City of Woodbury for a previously active account.
- In the event the service location has been without electrical service for six (6) months at a residential location or twelve (12) months at a commercial location or six (6) months) either residential or commercial locations, an inspection is required before services can be turned on. No service, (including water), can be added until the inspection is complete.

SERVICE DEPOSIT REQUIRED

The City of Woodbury will require a service deposit for all types of service connections, except for temporary services, in accordance with the deposit requirements set forth

on the schedule for Miscellaneous Charges. A copy is included as Appendix A to this manual.

Residential deposits are based on a customer's residence, whether inside the City of Woodbury corporate limits or outside the corporate limits.

All commercial accounts may be reviewed periodically by the City of Woodbury to ensure a sufficient service deposit has been collected. Requests may be made to the customer for additional funds if it is determined that the initial service deposit is insufficient, or a customer's deposit may be lowered providing the customer has an excellent payment history and an evaluation of the average usage history has been completed.

Any existing account having a history of requiring extra collection efforts may be required to provide an additional service deposit equivalent to the deposit originally posted. Additional deposits may also be required for any customer disconnected two or more times within a twelve [12] month period.

TRANSFER OF SERVICE DEPOSIT

A customer moving from one location to another may have his service deposit transferred from the former address, provided bills incurred at the former address have been paid in full. If the service deposit is less than the amount required to cover service at the new address, the City of Woodbury will not require the account holder to pay additional monies unless the customer exhibits abuse on the account by having 3 late payment penalties in a 12 month period or has had the service disconnected for failure to pay the bill 3 times in a 6 month period. If this occurs the service deposit will be adjusted accordingly. The "customer of record" is the only person who may request a transfer of service deposit and must complete the appropriate forms.

REFUNDING OF SERVICE DEPOSIT

Upon the request for service termination, and payment of all bills charged against said service, the service deposit for residential services shall be refunded. Service deposits will first be applied to any outstanding bill as well as the final bill owed by the customer, and the balance remaining, if any, will be refunded to the customer. Service deposits can only be refunded to the Account Holder. All refunds will be processed within 45 days. An account is not eligible to have the service deposit refunded in 24 months. The service deposit must remain on file as long as the account is in active status. The business may have the deposit applied/refunded when and only when the business' account is no longer active with the City of Woodbury and the balance on the account is paid in full.

MISCELLANEOUS CHARGES

The City of Woodbury has established miscellaneous charges relating to deposit requirements; field visits for connection, disconnection, reconnection of service and rereads and trouble calls; returned checks/EFT/ACH; delinquent bills; meter tampering; and initial permanent service charge. The applicable charges are set forth on the City's schedule of Miscellaneous Charges. A copy is included in this manual; please refer to the "Table of Contents." Additional information relating to miscellaneous charges is provided below.

TEMPORARY DISCONNECT

Water service can be temporarily turned off to any Account Holder upon his/her request. The Field Visit Charge is applicable for temporary disconnection of service. Shutting off water service, at the request of the "customer of record," shall in no way impair the "Contract for Service" existing between the City of Woodbury and the Account Holder.

DISCONNECTION DUE TO CUSTOMER VIOLATION

If water and sewer service is disconnected for non-payment or due to returned check/EFT/ACH, restoration of service will only be made upon payment [consisting of cash, credit card, or money order only] of all applicable charges. In addition to the payment of all indebtedness due to the City of Woodbury for services rendered:

- a) The applicable Field Visit Charge for service disconnected at the meter.
- b) The additional charge for customer violation.
- c) The Reconnection Fees listed in the fee schedule shall be charged each time service is disconnected. These charges will apply for reconnecting service to the customer who knowingly violates service policies.

The applicable charges are set forth on the City of Woodbury's schedule of "Miscellaneous Charges." A copy is included as an Appendix.

RETURNED CHECKS/ EFT/ ACH

If a check or similar instrument is received by the City of Woodbury for payment of a utility bill, the check or instrument will be processed for payment as soon as possible. Should a check or similar instrument fail to clear the bank or institution on which it is drawn, for any reason, the customer will be notified and the service in question shall be subject to disconnection within ten (10) days. A Returned Check/EFT/ACH charge will apply for the handling of the check or instrument that has been returned from the

institution on which it was drawn, regardless of the reason. Returned check charges are specified in the schedule of charges. When a Returned Check/EFT/ACH is received by the City of Woodbury, the account will be “flagged” and a letter provided to the account holder in compliance with **OCGA §16-9-20** that states:

*You are hereby notified that the following instrument(s)
[Name of Instrument]
of
Number, Date, Amount, Bank*

drawn upon and payable to the City of Woodbury, has been dishonored. Pursuant to Georgia law, you have ten days from receipt of this notice to tender payment of the total amount of the instrument(s) plus the applicable service charge(s) of \$_____ and any fee charged to the holder of the instrument(s) by a bank or financial institution as a result of the instrument(s) not being honored, the total amount due being \$_____ dollars and _____ cents. Unless this amount is paid in full within the specified time above, a presumption in law arises that you delivered the instrument(s) with the intent to defraud and the dishonored instrument(s) and all other available information relating to this incident may be submitted to the magistrate for the issuance of a criminal warrant or citation or to the district attorney or solicitor-general for criminal prosecution.

Under no circumstances will a check be accepted by the City of Woodbury if the person presenting the check states or implies that monies are not currently in the account sufficient to clear the check, nor will a post-dated check be accepted as payment for any portion of an account owed to the City of Woodbury.

If the returned check/EFT/ACH is not due to Customer’s error, but the Bank’s error, the customer may bring a letter from his/her bank stating why the error occurred. If this letter is approved by the Mayor, the returned check/EFT/ACH fee will be removed.

METERING AND BILLING

METER READING

The customer’s meters are read monthly, as near as possible to the same date of each meter reading cycle. The water meters are located so that they can be read and maintained with ease.

METER TAMPERING

No person shall in any way use, take, or divert electricity and/or water for private use, unless such persons shall first pay for the privilege. It is the policy of the City of Woodbury to prosecute theft of service to the fullest. This is done

to discourage such activity, and to limit the cost of such activity from being passed on to our law-abiding customers and for safety purposes.

OCGA §16-7-25 Damaging, injuring, or interfering with property of public utility companies, municipalities, or political subdivisions.

- [a] It shall be unlawful for any person intentionally and without authority to injure or destroy any meter, pipe, conduit, wire, line, post, lamp, or other apparatus belonging to a company, municipality, or political subdivision engaged in the manufacture or sale of electricity, gas, water, telephone, or other public services; intentionally and without authority to prevent a meter from properly registering the quantity of such service supplied; in any way to interfere with the proper action of such company, municipality, or political subdivision; intentionally to divert any services of such company, municipality, or political subdivision; or otherwise intentionally and without authority to use or cause to be used, without the consent of the company, municipality, or political subdivision, any service manufactured, sold, or distributed by the company, municipality, or political subdivision.
- [b] Where there is no evidence to the contrary, the person performing any of the illegal acts set forth in subsection (a) of this Code section and the person who with knowledge of such violation receives the benefit of such service without proper charge as a result of the improper action shall be presumed to be responsible for the act of tampering or diversion.
- [c] This Code section shall be cumulative to and shall not prohibit the enactment of any other general and local laws, rules, and regulations of state or local authorities or agencies and local ordinances prohibiting such activities which are more restrictive than this Code section.
- [d] Any person who violates this Code section shall be guilty of a misdemeanor.

METERS

Meters will be furnished by the City of Woodbury and shall remain the property of the City. If a meter is found to be out-of-order, or fails to register properly, the customer will be charged pro-rata at the average rate of consumption as shown on the meter when in order. All residential water meters shall be set by the appropriate authorized City of Woodbury personnel and shall not be removed or disturbed without prior written permission of the City. The owner shall properly protect the meter from injury or from any other damage and shall be liable for the loss or damage in accordance with OCGA §16-7-25.

METER IDENTIFICATION

For any installation requiring more than one meter, the enclosure must be permanently marked to identify each customer served before the City of Woodbury will install the meters.

COMPLAINTS AND ADJUSTMENTS

Woodbury Code of Ordinances: Sec. 28-31.

- [a] If the consumer believes his bill to be in error, he shall present his claim, in person, at the city hall before the bill becomes delinquent. Such claim, if made after the bill has become delinquent, shall not be effective in preventing discontinuance of service as provided in this article. The consumer may pay such bill under protest and payment shall not prejudice his claim.
- [b] The city will make a special water meter reading at the request of a consumer for a fee as set forth in the schedule of fees and charges on file in the office of the city clerk; however, if such special reading discloses that the meter was overread, no charge will be made.
- [c] Water meters will be tested at the request of the consumer upon payment to the city of the actual costs of making the test; however, if the meter is found to over register beyond three percent of the correct volume, no charge will be made.
- [d] If the seal of a meter is broken by other than the city's representative or if the meter fails to register correctly or is stopped for any cause, the consumer shall pay an amount estimated from the record of his previous bills and/or from other proper data.

BILLS

The customer's bill shows the total amount due, any amount in arrears, the number of units (100 Gallons = 1 unit) of water used, present and previous meter reading dates, flat rate, charges for any unmetered services, customer service fee, name, service address, account number, and any applicable state and local taxes.

DUE DATE

The City of Woodbury water customers must pay their bill in full by the 10th of each month to avoid penalty. Customers should understand that the date may vary by a few days to ensure the due date does not fall on a weekend or holiday. Should the due date inadvertently fall on a weekend, the city will accept

payments the following Monday without penalty. The city DOES accept postmark as payment date.

BILLING PERIOD AND DELINQUENT BILLS

The City of Woodbury bills monthly for utility services. Bills are due by the 10th of each month. If all or any portion of the bill is not paid by 4:00 PM, close of business day on the DUE DATE printed on the bill, the unpaid balance will be delinquent and assessed a LATE PENALTY of \$5.00. The failure of any customer to receive his/her bill for any month(s) shall not relieve such customer from the obligation of paying such bills.

Any account that has a bill that has not been paid by the DUE DATE and is assessed a late penalty will be subject to disconnection for non-payment. If the charges are not paid by the 30th of the month by 4:00 PM, close of business day before the disconnection date, the account shall be subject to disconnection, and upon disconnection, a reconnection fee shall be charged to the account to restore service. No additional notice will be provided. While partial payment on delinquent bills may be accepted, partial payment shall not be construed to satisfy the current obligation of the account or any penalties associated with the delinquent account. A delinquent bill must be paid in full to avoid disconnection. Any legal or contracted agency fees incurred by the City of Woodbury associated with the collection of delinquent bills will be the responsibility of the customer.

In cases where utility services have been scheduled for disconnection for non-payment of delinquent bills or any other cause, the City of Woodbury reserves the right not to re-connect the service until all past due utility bills and other delinquent or reconnect charges have been paid. The applicable charges are set forth on the City of Woodbury's schedule of fee schedule located in the City Clerk's office.

ADJUSTMENT OF BILLS

An adjustment, refund, or back-billing may be made for any overcharge or undercharge resulting from incorrect reading of the meter, incorrect application of the rate schedule, incorrect meter connection, or other similar reason.

- a. **Overcharges** — The amount of the overcharge will be refunded or credited to the customer. The time period for which the City of Woodbury will adjust, refund or credit the customer's bill will be three (3) months.
- b. **Undercharges** — The bills may be calculated back to a period not to exceed three (3) months. If the recalculated bills exceed \$25.00, the customer may

be back billed for the amount due. If back billing creates a financial hardship, a reasonable payment arrangement to pay may be offered at the City of Woodbury discretion. The City of Woodbury reserves the right not to back bill if it determines doing so is not cost effective, or for other reasons deemed appropriate by the Mayor and Council.

BROKEN PIPE ADJUSTMENT POLICY

- Excessive sewer use caused by a water leak, not the fault of the City of Woodbury may be adjusted by the amount of water in excess of the customer's normal usage. Sewer Credits will not be granted for negligent use of water and/or undetermined use of water. An occurrence may entail two consecutive months but no more than two months. The adjustment will be issued upon proof of repair. One adjustment is allowed per twelve months.
- Payment plans for customers with high bills due to leaks that are not the fault of the City of Woodbury, are permissible with no penalties added for late fees. The City Clerk must approve payment plans.
- Adjustments other than the above must be approved by the Mayor and Council.

POOL CREDIT

A Customer is eligible to get one month of sewer charges adjusted to average if the customer has replaced a liner or installed a pool. The Customer must provide proof of purchase or repair to be eligible for credit.

SOD CREDIT

A Customer is eligible for an adjustment of sewer charges to their monthly average for the previous year for one billing cycle, (30-day period), if the customer has laid sod. The customer must bring in proof of purchase to be eligible for this credit.

BANKRUPTCY

Federal bankruptcy law directly affects the ability of the City of Woodbury to terminate utility service. A key factor is whether the termination, when done in compliance with the City's own policies and procedures, was completed before or after the filing of the bankruptcy proceeding.

- a) **Termination before bankruptcy:** Utility service may be discontinued at any time prior to the filing of a bankruptcy petition in the event of default (nonpayment) by the customer. In such a case, the City of Woodbury does not need to reconnect the service unless within twenty (20) days after the

bankruptcy filing the customer or his trustee shall provide the City of Woodbury with adequate assurance of payment (a deposit or other security) for services provided after the bankruptcy filing. Pre-bankruptcy deposits will be applied toward pre-bankruptcy charges and any remaining balance will be charged to the Bankruptcy Write-off Account.

- b) **Termination after bankruptcy:** Utility services may not be altered, refused or disconnected based solely on the bankruptcy filing or the customer's failure to pay for pre bankruptcy service. However, the City of Woodbury has the right to demand assurance of payment (a deposit or other security) for further service after the bankruptcy. The bankrupt customer or his trustee has twenty (20) days from the bankruptcy filing to provide such assurance. During that period the City of Woodbury must continue to provide service to the customer. If this adequate assurance is not provided within twenty (20) days, then the service can be discontinued by the City of Woodbury.
- c) **Failure to Pay for New Service:** Upon filing for bankruptcy, the customer shall be responsible for all post-bankruptcy charges which may include establishing a new utility account, and to provide assurance of payment (a deposit or other security) for further service after the bankruptcy. Payments relating to the post-bankruptcy charges are not protected by the bankruptcy proceeding. All payment terms previously described for utility service shall apply. Failure to make on time payments shall subject the new account to disconnection for non-payment as described in this policy manual.

COLLECTIONS

If in-house collections efforts prove unsuccessful, the account has reached a ninety (90) day delinquency, then the account will be placed with a collection agency. Collection agencies have special resources to help them locate customers that have moved. Agencies can also affect the credit standing of the debtor, giving the customer another good reason to pay. Any legal or agency fees incurred by the City of Woodbury, associated with the collection of a delinquent bill, will be the responsibility of the customer.

Accounts which have been deemed uncollectible and are more than five (5) years old will be eligible for write-off.

Accounts which have been verified and coded as deceased with no assets will be eligible for write off.

Payments received from bankruptcy and write-off accounts will be considered as bad debt recovery funds and credited to the bankruptcy write-off account or as a credit to the write-off account.

GENERAL POLICIES

ACCESS TO CITY FACILITIES LOCATED ON CUSTOMER'S PROPERTY

Any authorized agent of the City of Woodbury is hereby given access, at all times, to the meter, or other apparatus of the City of Woodbury, upon the premise or within the house of the property-holders for the purpose of installing, reading, examining, repairing, or replacing the meter or other apparatus owned and operated by the City of Woodbury. Such performances shall not be liable for trespassing. The City of Woodbury has been granted easements or right-of-way to access its pipes, lines and equipment on any private property. The property owner or customer shall not restrict access to City of Woodbury equipment and agrees to provide safe access to the equipment at all times. Failure to provide the required access as described above shall provide cause to discontinue service until such access is provided. If it is necessary to discontinue service due to lack of access, the City of Woodbury may charge fees as set forth on the City of Woodbury's schedule of fees. A copy is included in this manual.

CHANGES IN CUSTOMER'S WATER AND WASTEWATER REQUIREMENTS

Water and sewer supply, it is the customer's sole responsibility to determine their water meter and service lines (water and sewer) are sized appropriately for the projected demand. The City of Woodbury may require demand projections in order to verify meter and service line sizes.

When the customer changes their water requirements, by deleting existing or adding new equipment, it is the customer's responsibility to advise the City of Woodbury so we can adjust our equipment (if necessary) to provide the increased/decreased requirements. Please note, new equipment requirements may increase or decrease monthly charges. The City of Woodbury will not be liable for damages to the customer's equipment due to low flow water problems resulting from customer additions of equipment and the customer's failure to inform the City of Woodbury in writing before the time of installation of the equipment.

DISCONTINUANCE OF SERVICE BY THE CITY OF WOODBURY

The City of Woodbury reserves the right to disconnect utility services for alterations, extensions, and repairs, and to restrict the supply of water whenever it may be found necessary, and the City of Woodbury shall not be liable under any circumstances for a deficiency or failure in the supply of water, whether occasioned by disconnecting it to make repairs, or for any cause whatsoever.

INVOLUNTARY DISCONNECTION OF SERVICE

The City of Woodbury may discontinue utility service for any one or combination of the following reasons:

- a. Failure of the customer to pay bills for utility service(s) as required in the Billing Information Section of this policy.

When an account has been cut off for non-payment and the customer has not paid to restore service within thirty (30) calendar days the City of Woodbury can proceed to make the account inactive. If the customer comes in to restore service after the account has been made inactive they will need to provide a lease agreement or proof of ownership, valid government issued picture I.D., social security card, and pay the total past due balance on the account, a reconnect fee and a deposit shall be required.

- b. Failure of the customer to pay deposits as required or to increase deposits as described in this policy.
- c. Upon discovery of meter tampering, including by-passing the meter or altering its function. [*Note: OCGA §16-7-25 - Damaging, injuring, or interfering with property of public utility companies, municipalities, or political subdivisions shall be charged in accordance with Georgia State Law*].
- d. Failure of the customer to permit authorized City of Woodbury employees and/or agents' access to their meters. Locked gates, loose dogs, parking vehicles over meters, etc. are violations of City of Woodbury Ordinance (Sec. 28-26) concerning Consumer's responsibility and liability.
- e. Use of water for unlawful purposes.
- f. Discovery of a condition which is determined to be hazardous or unsafe.
- g. Excessive Water Loss meaning consumption is above the normal water use pattern for the customer.

HEALTH OF A RESIDENT

Disconnection of service will be postponed if doing so would pose an eminent danger to the life or health of a person who permanently resides on the premises. A special danger to health is indicated if a person is seriously impaired and may, because of mental or physical problems, be unable to operate life-support equipment. In the event such equipment is on the customer's property, the customer must furnish a written notice from a

licensed physician or public health official in advance of disconnection of services. The written verification must include:

- (1) The name of the person endangered;
- (2) A statement that he or she is a permanent resident of the premises in question;
- (3) The name, business address and telephone number of the certifying party;
- (4) The specific nature of the health danger; and
- (5) Approximately how long the danger will continue.

Initial verification may be by telephone if signed written verification is forwarded to the City of Woodbury within three (3) days. Verification will postpone disconnection for seven (7) days, during which time the customer must arrange to pay the unpaid balance or relocate the resident in special danger. Once written verification has been placed on file with Customer Service, any future disconnection notice, either posted on the bill or separate from the bill, will serve as the required seven day notice, during which time the customer must make arrangements to pay the unpaid balance or relocate the resident in special danger.

DISPUTED BILL

In the event there is a dispute concerning a bill for utility services, the customer may avoid disconnection by filing a statement with the City of Woodbury, stating the reasons the bill is being disputed. The City of Woodbury will delay disconnection pending settlement of the disputed charges, as described elsewhere in this policy manual. Any undisputed portion of the bill must be paid in full by the due date to avoid disconnection of services.

CONTINUITY OF SERVICE

The City of Woodbury shall not be liable for any act or omission caused directly or indirectly by lack of supply or materials, strikes, labor troubles, accidents, litigations, shut-downs for repairs or adjustments, interference by federal, state or municipal governments, acts of God, or other causes beyond its control, nor any damages claimed to have arisen as a result in any manner whatsoever.

The customer shall provide and maintain suitable protection on any and all equipment to prevent the loss, injury or damage that might result fluctuation or irregularity in the supply of water.

INDEMNITY

The City of Woodbury cannot be held liable for any property damage, injury to persons, or legal fees resulting from water and/or sewer problems which originate on the customer's side of the point of delivery.

CITY OWNED PROPERTY

Only duly designated City of Woodbury personnel or agents are authorized to have access to City of Woodbury meters, pipes, and apparatus. Only authorized personnel can remove a seal from City of Woodbury equipment and meters.

SERVICE ENTRANCE

The City of Woodbury reserves the right to determine where more than one service entrance is necessary, due to the area involved or capacity requirements.

OBSTRUCTIONS

No permanent structures will be placed or erected upon City of Woodbury water or sewer mains. Trees planted shall not be within city sewerage easements and if discovered the City of Woodbury will require the property owner to remove the tree at the owner's expense. There shall be no obstruction 3' in circumference of any water meter. If the water meter is obstructed, utility personnel may advise the property owner to remove any such obstructions. In emergency situations, obstructions will be removed by utility personnel, and the City of Woodbury shall not be liable for any loss or damage, as water meters are in the public right-of-way.

FAULTY CUSTOMER EQUIPMENT

Where unusually high-water consumption is caused by a broken pipe on the customer's side of the meter, the City of Woodbury will make one adjustment to the customer's water and sewer charges in a twelve (12) month period. A copy of the Broken Pipe Policy is on Page 19.

If any clause or portion of this manual is held to be illegal and of no effect, it shall in no way affect or impair the remainder of this manual.

CUSTOMER COMMUNICATIONS

CUSTOMER SERVICE REPRESENTATIVES

Customer Service Representatives charged with customer communication must give his or her name to the customer, whether communication is in person, by telephone, electronically, or by any other means. The representative shall have immediate access to the most current detailed information available concerning the customer's account and previous contact with the City of Woodbury and shall be properly qualified and instructed in the screening and prompt handling of customer issues.

TELEPHONE AND OTHER CONTACT INFORMATION

The main number for reaching the Customer Service Department is 706-553-2011. The office is staffed from 8:00 am until 4:00 pm, Monday through Friday [except holidays]. Our purpose is to handle routine business questions and other communications.

Utility emergencies can be reported at any time by calling 706-553-2011.

TAKING CUSTOMER SERVICE ALL THE WAY

A Customer Service Department Representative, whether in person or over the telephone, will take ownership of the issue, concern, or complaint to assist customers to resolve an issue from start to finish. Any research that is needed will be handled by the Representative.

The Representative will be afforded 48-hour to resolve the customer's issue. Situations that will take longer than 48 hours must be explained in full to the customer; take time to explain why the resolution will take a longer period of time, what the expected time period will be, and keep the customer informed of progress to resolve the issue.

COMPLAINT PROCEDURE

Complaints concerning the charges, practices, facilities, or services of the City of Woodbury shall be investigated promptly and thoroughly. The Customer Service Department shall keep records of written complaints sufficient to enable review and analysis of its procedures and actions. Customers are required to submit previously unresolved verbal complaints in writing, containing the following information:

1. Name[s] of complainant

2. Account number of complainant
3. Address(s) of complainant
4. Telephone number(s) of complainant
5. Nature of the complaint
6. Relief sought

Initial contact by a customer regarding a complaint shall be made with a customer service representative of the City of Woodbury. The complaint may be pursued with the appropriate supervisor or the Department Head, in that order, if the customer is not satisfied with the handling of the complaint. A written complaint may be filed with the City Clerk, if the customer is not satisfied with the manager's handling of the complaint. In the absence of the City Clerk, the Mayor shall serve. Resolution of the complaint will be final.

CUSTOMER PRIVACY

The City of Woodbury shall abide by the limitations imposed upon operators in the use, collection, and disclosure of personally identifiable customer information by the Federal Privacy Act, and by any other State or Federal Regulatory agency with jurisdiction over such information. All Law Enforcement members seeking information of any type must speak with the City Clerk.

RETENTION OF CUSTOMER INFORMATION

Retention of personally identifiable customer information shall follow guidelines established by OCGA §10-11-2, §10-12-12, §50-18-91 – §50-18-103, and the Retention Schedules as provided by the Georgia Secretary of State.

INVOLUNTARY DISCLOSURE OF INFORMATION

Court ordered disclosure of personally identifiable customer information shall be provided to authorities with a subpoena.

INFORMAL INSPECTION

Inspection of a customer's own personally identifiable information shall be permitted during normal office hours. Customers shall have the right to request the correction of any information determined to be inaccurate.

LEGAL REMEDIES

Customers shall have the right to seek all other legal remedies available to them.

ADOPTION AND DISCLAIMER

The Woodbury City Council reserves the right to change the rules and regulations and the rates for use of utility services and miscellaneous charges from time to time, provided however, that such changes shall be effected by the Council during a public meeting.

This Customer Service Policy has been approved and adopted by the City of Woodbury with implementation in whole or in part, as soon as practical.

FEE SCHEDULE

MISCELLANEOUS CHARGES

- **Deposit Requirements**

Residential Deposit inside City	
All services	\$150
Residential Deposit Outside City	\$150
Rental Property.....	\$200
Commercial Deposits	\$350
The greater of \$350.00 <i>or</i> two times the highest previous summer month's billing for the location	

- **Service Connection Charge**

Inside City	\$50
Outside City	\$75

- **Reconnection Fee** – applies when service is disconnected for non-payment

Inside City	\$50
Outside the City	\$50

- **Returned Check Charge/EFT/ACH** \$30

- **Delinquent Bill Charge**

Bills Paid After Due Date	\$5
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- **Water Meter Test: *[Performed by contract]***

Size	Charge
5/8"	\$50
1"	\$75
2" and larger	\$125

- **Capacity Recovery Fees**

Capital Recovery Fees are charges imposed by a water utility upon a new development to tie onto the water system and use existing water supply capacity that has already been paid for by the existing customer base.

Due at Application	\$2200
• 5/8" Water Meter Tap	
Due at Application	\$800
• 1" Water Meter Tap	
Due at Application	\$1200
• Sewer Tap	
Due at Application	\$825
• Garbage Collection	
Rate	\$18