



# Independence-Jackson Regional Water Users Association

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## Customer Service Policy and Standard Operating Guidelines

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## CUSTOMER SERVICE POLICY

Of

### Independence-Jackson Regional Water

#### I. General Authority

Independence-Jackson Regional Water and Board Members have unanimously passed a resolution addressing the here in stated customer service policy. Independence-Jackson Regional Water has the ultimate authority and responsibility to ensure the financial health and stability of the Department. It is inherent that every customer of the Department is treated in a fair and equitable manner and that each customer pay for the services provided by the Department.

#### II. Definitions

- A. Hours and Address: I-J Water office hours are from 8:00 am to 4:30 pm Monday through Thursday and 8:00 am to 3:30 pm Friday. I-J Water contact information is listed in the footer of each page.
- B. Applicant for service: Any person or entity applying to I-J Water for new water service.
- C. Department: The public water system known as Independence-Jackson Regional Water or I-J Water.
- D. Bad Debt: A balance that is still owed on a customer's bill 120 days after the final bill was mailed. Bad Debts not collected through Act 769 of the Arkansas Legislature of 2003, will be collected through our office or a hired collection agency.
- E. Board Directors/Members: The directors/members of the Independence-Jackson Regional Water have been elected annually at the general membership meeting held every January.
- F. Board Meetings: Independence-Jackson Regional Water conducts quarterly meetings, and meetings thought necessary by the Board of Directors. All meetings are private with the exception of the annual meeting held in January.
- G. Certificated Service Area: The delineated boundary established by the Arkansas State Water Plan as administered by the Arkansas Department of Natural Resources establishing Independence-Jackson Regional Water as the sole water provider within the service area.
- H. Cross-Connection: Any potential hazard that exists past a customer's service connection that could introduce contaminants into the system's water supply. All

cross-connections shall have approved backflow/back-siphon prevention devices installed at the service connection at the customer's expense.

- I. Customer: Any household or business that is receiving water supplied by Independence-Jackson Regional Water.
- J. Customer Grievance: An informal complaint generated by a customer and directed to the office personnel. The customer must inform the staff of any suspected error or discrepancy in the billing of the customer's water usage. The staff will then investigate the customer grievance. The Manager will review the grievance and completed investigation to determine the appropriate action. If appropriate, the manager will present evidence before the Board of Directors at a meeting.
- K. Delinquent: A customer's account is considered delinquent if any portion of the account is 10 day past the due date.
- L. Engineer: A professional, certified civil engineer with extensive experience in the design and construction of potable water systems.
- M. Hardship Agreement: An informal written agreement between a customer and the department. A hardship agreement is granted when a customer has incurred a large water charge that he/she is unable to pay the current bill in full. The hardship agreement is also granted when a customer has incurred a hardship such as an illness, family death, etc. and is unable to pay the current bill in full. The department will not terminate a service connection if a valid hardship agreement is in force.
- N. Late Charge: A 10 percent assessment of the current balance that has not been received by the 6<sup>th</sup> day of each month.
- O. Manager: The manager is the "operator" and is responsible for all aspects of operations and maintenance for the department and for complying with Safe Drinking Water Act and Clean Water Act regulations. The manager is responsible for the Administrative aspects of the department operations to include: meter reading, billing, collections, accounting and reporting.
- P. Reconnection Fee: The reconnection fee is assessed if the service connection is terminated for delinquency.
- Q. Service Connection: The physical tap line, meter and meter box supplied by and owned by Independence-Jackson Regional Water. Where the customer is required to pay for the installation of the above mentioned equipment and to pay a security deposit to use the service connection. I-J Water retains full ownership and control of the service connections.
- R. Service Extension: Any extension of I-J Water department's existing facilities, including the installation of meters/service connections or main line extensions.
- S. Terminate: To actually lock or cap the departments lines or to remove the department's meter for the purpose of discontinuing water service to the customer.

- T. Theft of Water: The use of water from a meter that has been tampered with and/or had the lock removed is considered THEFT OF PROPERTY. In addition, the unauthorized use from a fire hydrant or any other hydrant connected to the public water system is also considered THEFT OF PROPERTY. The amount of water stolen can result in FELONY charges. The customer who is benefiting from the theft of water will be held accountable, though he/she is not necessarily the person who has removed or tampered with the meter lock. The Department will seek to prosecute any customer that is engaged in the theft of water.
  - U. User Agreement: A contractual agreement between applicant for water service and Independence-Jackson Regional Water.
- III. New application for service
- A. UPON APPLYING FOR WATER SERVICE
    1. Photo ID/Driver's License must be supplied.
    2. Payments in full of a meter deposit prior to connection of services. Deposits are \$100 residential, \$500 commercial and \$25 non-refundable connection fee.
    3. A current and correct mailing address must be given, prior to connection of services.
    4. An emergency contact name and phone number must be supplied.
    5. Any past due balances with I-J Water must be paid in full prior to connection of services.
  - B. After application information and deposits are obtained:
    1. I-J Water personnel will make every possible attempt to supply same day service.
    2. All accounts setup before 1:00pm should be turned on before 4:30pm. Accounts setup after 1:00pm, will likely be next day service.
    3. When I-J Water personnel arrive to turn on service, they will leave water off at the meter to avoid flood damage or unnecessary charges; unless other instructions given.
    4. All service lines and equipment after the meter box for water are the responsibility of the customer. I-J Water personnel CAN NOT work on private service lines or equipment. Nor are they allowed to enter the premises to help trouble shoot problems.
    5. If a problem occurs on customer's side of the service connections, and the customer can not repair the problem, the customer must hire a licensed master plumber to make repairs.
    6. Weather conditions, snow and ice, sometimes prohibit daily operations. I-J Water will turn on service at the earliest possible opportunity.

7. ONLY I-J WATER PERSONNEL ARE ALLOWED IN THE METER BOX. NO OTHER PERSONS, INCLUDING PLUMBERS, ARE AUTHORIZED TO PERFORM WORK ON I-J WATER EQUIPMENT.

C. Deposit Refunds:

1. Any account closed will have their deposit applied to their final bill.
  - a. If payment required is more than the deposit, a balance due “final bill” will be mailed out.
  - b. If payment is less than deposit, a refund check for the remainder will be issued as long as we have a forwarding address.

IV. New Service, Main Line Extension Policy

A. Meter installations and/or connections for individual applicants whose property intersects and existing water main.

1. Applicants requesting water service to property where meters don't exist but water mains are present, are required to complete the following procedures prior to installation of a water meter.
  - a. I-J Water shall first confirm that an adequately sized water main exists either on the property where the service connection is to be located or across a public road from the property.
  - b. If the property is serviceable, applicant shall obtain all proper permits from the appropriate governing body.
  - c. The applicant shall then fill out the I-J Water Agreement and pay tap fee and any extension cost.

V. Collection Policy

A. Collection of customer utility payments

Customer of Independence-Jackson Regional Water should receive a current monthly statement detailing current and past-due water charges shortly after the 20<sup>th</sup> of each month. If a customer does not receive a monthly statement, it is the customer's responsibility to contact the office so another bill can be mailed or balance given. Failure to receive a monthly statement does not relieve the customer of any payment obligations, including accrued late fees, nor prevents the termination of service.

B. Grievances, payment-extension agreement and hardship agreements

1. Customer Grievance

If a customer has a dispute regarding a current bill the customer must contact the office staff to inform them of the discrepancy. The office staff will investigate the merits of the complaint and will notify the manager of any findings. The manager will review the finding to determine a resolution. The customer will then be informed of the resolution.

## 2. Hardship Payment Agreements

If a customer incurs any type of hardship, including a high water bill due to a leak, loss of employment, loss or damage of property caused by fire or natural disaster, death or illness of family, or any other catastrophe that hinders the customer's ability to pay his/her full monthly bill, the manager may grant a hardship agreement. The hardship agreement will be granted only if the entire customer's past-due balance has been previously paid. The hardship agreement stipulates that at least \$30.00 of the current hardship amount along with subsequent monthly utility bills be paid before the 6<sup>th</sup> day of each month. The remaining balance of the customer's bill is not forgiven or adjusted but carried over each month, provided that the customer pays at least the minimum stipulated in the hardship payment agreement before the 6<sup>th</sup> day of each month. The hardship payment agreement is granted for a maximum term of six months. Failure of making the minimum payment stipulated in the hardship payment agreement by the due date each month will result in the automatic termination of the hardship payment agreement. Twenty-Four calendar months have to elapse before a customer may request for another hardship payment agreement.

### C. Proof of payment

1. If a customer has dispute regarding the proper credit and posting of a water payment, the customer must provide acceptable proof of payment. Proof of payment may consist of one of the following:
  - Bank Canceled Check
  - I-J Water Receipt
  - Statement and photocopy of canceled money order from company issuing money order. (A money order receipt is not proof that the payment was made. This receipt is only proof that a money order was purchased. It should always be retained in the event that a customer needs to request a trace from the company issuing the money order.)
2. It is the responsibility of the customer to notify the office staff of any discrepancy, including an improperly credited or missing payment. The office staff will notify the customer if they can not find or solve the problem. The customer must obtain and provide proof at this time.

## VI. Payment, Billing, Extensions, and Cutoff Policy

### A. Payment Options

1. Cash, Check, Money Order and Credit/Debit Cards are accepted at the I-J Water Office. (Convenience Fees Apply on Credit/Debit Cards)

2. Credit/Debit Cards and Electronic Checks are accepted on our web site and automated phone line. (Convenience Fees Apply)
  3. Payments can be mailed to I-J Water at our mailing address. (Please DO NOT mail cash)
  4. After hours, payments may be left in the drop box. (Please DO NOT leave cash in the drop box)
  5. As an added convenience, we also offer "Automatic Bank Drafts".
- B. Billing, late assessments, extensions and cutoff notices
1. Water meters are read within the first full week of each month. Reports are ran to determine if any accounts need to be hand read, checked for high and low reads, and much more.
  2. After all accounts are manually checked for accuracy, those bills are then processed into the computer around the 16<sup>th</sup> of each month. Bills are then mailed out on the 20<sup>th</sup> of each month.
  3. If any of the dates listed below falls on a weekend or holiday, the effective date will be the next workday afterwards. If the 16<sup>th</sup> falls on a Friday, disconnects will be postponed till Monday.
  4. These bills are then due on the 6<sup>th</sup> of the following month. Accounts not paid by the due date become "Past Due" and a 10% late fee is assessed.
  5. Reminder notices are not sent out due to being printed on the bills.
  6. All "Past Due" accounts not paid by the 15<sup>th</sup> are subject to "Shut-Off".
  7. Customers may call the office and request extensions to pay their bills. This call must be made before disconnection has taken place. Renters of property must have a good "on time" pay history of a minimum of 6 months before granted extensions on their accounts.
  8. Under normal circumstances, I-J Water will disconnect services on the first business day after the 15<sup>th</sup> day of the month, except under conditions discussed in item #3 above, then the first day thereafter.
  9. Once placed on the shut off list, there is a \$30 First Offense "Reconnect Fee" added to the total amount due, which must be paid in full along with all other charges before service is re-established. After your first offense in a twelve month period time frame your fee will be \$60 thereafter.
  10. Failure for a customer to receive a water statement does not waive the customer's responsibility to pay all charges included in the statement, nor is this grounds for not charging late charges, service charges, or terminating service.
- C. Dishonored Checks, ACH and Bank Drafts:
1. There is a \$30 fee for returned/refused funds.



2. When a check is returned or a draft is refused for Non-sufficient funds, the customer will be notified by phone and writing of the issue and will be given five working days to provide a money order or cash only, for the exact amount of the original payment, late fee, and the \$30 fee.

\*If remittance is not provided within that time frame, the meter will be disconnected and an additional \$30/\$60 reconnect fee will be added to the total balance.

\*Payment in full is required before service will be turned back on.

3. Any account that has funds returned more than twice in a one year period shall revert to a cash only account. This includes "Auto Bank Draft" accounts as well.

4. At that time, remittance will be required to be "Cash", "Credit/Debit Card", "Money Order", or "Cashier's Check" for a period of one year. If a good payment history is reestablished over that one year period, the account will revert back to all payment options available.

5. If the account falls back into dishonored status for a second time, the account will then revert to a "cash", "money order", or "credit/debit card" only account from that point forward.

#### D. Delinquent Collections

I-J Water personnel are not bonded therefore are not allowed to receive payments to prevent disconnection of service once the process has started. If the customer arrives at the office to pay their bill after the work order has left the office, the reconnection fee will still be charged. I-J Water personnel have already made the trip and the fee will have to be paid along with full past due amount before service can be left on.

#### E. Termination of Service

1. If a delinquent customer has had his/her service connection terminated, they must come to the office to make full payment of current charges, past-due charges, late charges, and service charges, to include a \$30/\$60 reconnection fee. After full payment has been received, the delinquent customer can expect his/her service connection to be restored by the end of the day.
2. If a delinquent customer who has had his/her service connection terminated and meter has been pulled a \$60 reconnection fee will apply.
3. If a delinquent customer who has had his/her service connection terminated but is receiving water through a meter that has had its locking device tampered with or removed, the department will file criminal theft of water charges against the

customer. The department will also immediately file a civil lawsuit against the customer to seek a judgment to recover all current and past-due water charges, late charges, service charges, charges for damage to the lock and/or meter and any applicable court cost.

#### F. Bad Debts

1. If a delinquent customer has not paid his full balance within 30 days after termination of service, I-J Water shall apply the deposit held on file for the customer. Any remaining balance will be billed and mailed to the customer.
2. If no response is received from the customer, I-J Water will attempt to collect any remaining balance through the use of any means necessary, including the use of Arkansas Law Act 769 of 2003.
  - a. Arkansas State Law Act 769 of 2003 states: When a person who is delinquent of payment of an undisputed bill for water service provided by a water system, moves into another area, and that person applies for or receives water from another water system, if the person's former water system establishes that there is no dispute that the delinquent amount is properly due and owed by that particular individual in that amount, the new water system shall refuse to provide water service to the delinquent person until the person provides proof of curing the delinquency.
3. If a customer owing a bad-debt balance has had his/her deposit applied against the outstanding balance, and the customer wants to have service restored, the customer will be required to complete another water user agreement, pay any outstanding balance and post a deposit equal to twice the amount of the applicable user class deposit for residential or commercial customers.

#### VII. Meter Information, Customer Installations and Damaged I-J Water Property

##### A. Meter Information

1. The water meters we use require an I-J Water personnel to actually read the meter's numbers.
2. These meters cost between \$250 and \$2,000 depending on the size and different variables. **NO ONE OTHER THAN I-J WATER PERSONNEL IS ALLOWED IN THE METER BOX.** This helps avoid any damage to the meter by the customer.
3. Please be careful around the meter box while mowing as this is one of our causes of damage. The equipment can be damaged by anything driving over it.
4. Your cooperation will help keep costs down and prevent possible damage charges to you.
5. Please be aware of weather conditions as well. Meters boxes that have damaged or missing lids or improperly closed lids is our number one cause of

damage in the winter. Freezing will occur if the lid is missing or improperly closed. If you see this, please contact the office.

#### B. Meter Reading

1. All meters are read monthly.
2. Estimating of bills occur rarely. These are some possible reasons.
  - a. Weather conditions. (Snow, Ice, and Boxes Flooded)
  - b. Roads/driveways blocked or vicious animals, In this event, you will be contacted to rectify the problem.
  - c. Other unforeseen circumstances are very rare.
3. If a problem is detected at the time of meter reading, such as high usage or possible leak, I-J Water personnel will attempt to call you to notify you of the problem.

#### C. Defective Meters

Defective Meters do occur from time to time. In the event that this does happen, there are a few steps that can be taken when billing a customer.

- a. It must be proven that the meter is defective by I-J Water personnel.
  1. At customer request we can do an accuracy test, if the meter proves to be accurate the customer will be billed for the test, a fee of \$25, plus will owe the bill balance. If meter proves to be defective we will waive the fee and do any adjustments to make the bill average usage.

#### D. Customer Equipment Requirements

The customer is required to follow all state of Arkansas and plumbing regulations.

#### E. Repair of Service Lines

As Per Arkansas plumbing laws, and regulations, the customer is required to maintain their equipment and service lines and repair any leaks on their system. This is required in an effort to keep lost water and dollars to a minimum. It is also required for the protection of the customer and the water system. Broken lines are a danger and may allow contaminates to enter the water lines.

Once a customer has been notified of a leak on their side of the service connection, and the problem continues for more than 30 days, the customer will not qualify for assistance with the payment under the Hardship Policy as listed in sections V.B.2. above.

#### VIII. Backflow Prevention / Cross Connection Program

Cross-connections are defined as actual or potential connections between a potable water supply and a non-potable source where it is possible for a contaminant to enter the drinking water supply. External contaminant introduction diminishes the water quality in the distribution system.

IX. Implementation, enforcement, and amendments of the customer-service policy

A. Implementation

I-J Water has resolved to fully implement this customer-service policy. All employees, contractors, and designees of I-J Water will be charged with the responsibility of strictly adhering to the customer-service policy.

The Department shall also publicly post or distribute copies of this policy to the customers immediately.

B. Enforcement

The employees, contractors, and designees of I-J Water Department shall enforce the customer-service policy. Every customer of the Department will be required to be subject to the same customer-service policy. No preferential treatment of any customer, employee, including directors and board members, will be tolerated.