

Scan Date: 11-13-15
Scan By: CA

Jackson County Water and Sewerage Authority Board Meeting

October 8, 2015
6:00 p.m.
Location: JCWSA
117 MLK Avenue
Jefferson, GA 30549

Agenda

Call to Order

Minutes and Financials

- Approval of the September 10, 2015 Board Meeting Minutes

Old Business

- Proposed Revision of Water Service Agreement - Section #17

New Business

- Proposed Revisions to the Leak Adjustment Policy
- High Cost Residential Connections

Executive Session - if needed

Managers Report

Adjournment

Jackson County Water and Sewerage Authority

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Scan By: Q*

Meeting Minutes September 10, 2015

Chairman Ehrhardt called the September 10, 2015 Jackson County Water and Sewerage Authority Board Meeting to order at 6:05 p.m.

Members present included Chairman Dave Ehrhardt, Vice Chairman Shade Storey, and Board Member Dylan Wilbanks.

Also present: Attorney Paul Smart, Manager Eric Klerk, Authority Engineer Joey Leslie, Water/Wastewater Manager Mark Dudziak, CIO/GIS Analyst Mike Johnson and Board Secretary Karen Johnson. Visitors included Alex Pace, Main Street Newspapers.

Approval of Minutes

Vice Chairman Storey made a motion to approve the August 13, 2015 board meeting minutes with the addition of the following language added to the motion that was made for Agenda Item #3: "Mr. Sven Olsson will make up the difference of \$8,083".

Member Wilbanks seconded the motion. The motion carried with no objection and all board members present voting.

Chairman Ehrhardt reviewed the financials.

New Business

Request for Authorization to Complete Necessary SCADA Upgrades

Manager Klerk stated the last big SCADA upgrade was in 2006. He said we need this software upgrade to maintain and continue functionality. He explained the SCADA system controls our whole water system. He said the upgrade will include two new computers (one at MLK and one at the WW facility) with the latest operating system and software. Manager Klerk said the project cost is \$47,400. The cost proposal is \$41,216 plus a 15% contingency.

Manager Klerk explained we are experiencing SCADA downtimes. He said this greatly lowers our ability to efficiently operate the Water System and Sewer Treatment Plant. He said inefficiencies result in extra overtime hours and unnecessary added workload to our limited staff.

Manager Klerk said our SCADA system dovetails and works with our radio system that was also upgraded in 2006.

Chairman Ehrhardt asked about our service with Turbitrol. Manager Klerk said they are busy but they are experts. He said now is the time to do this because Turbitrol is in a slow period. Manager Klerk said this upgrade should last five to ten years.

Vice Chairman Storey made a motion to approve the SCADA upgrade with Turbitrol for the project cost of \$47,400.

Member Wilbanks seconded the motion. The motion carried with no objection and all board members present voting.

Request for Authorization to Proceed with Engineering for the New Bear Creek Reservoir VFD Project

Engineer Leslie gave some background on this project. He stated that JCWSA currently has three pumps at Bear Creek Reservoir, known as High Service Pumps 6, 7, and 8 and each pump delivers 4.6 MGD, sized equally. He said these pumps deliver water to our entire system.

Engineer Leslie stated Pump 8 is not currently used, and has rarely been used. He said this pump is a direct drive and delivers too high a pressure so we can't use it. Engineer Leslie said we can put a variable speed motor on it to slow it down. He said JCWSA relies entirely on the High Service Pumps 6 and 7, which are variable speed and deliver at least 95% of our total water supply. Engineer Leslie said currently a single pump provides enough capacity to serve the JCWSA system. If either Pump 6 or Pump 7 go out of service, we have a backup. However, if both pumps fail JCWSA would be unable to deliver water to our customers. Engineer Leslie said adding a VFD to Pump 8 will allow JCWSA to use a third pump, providing another layer of redundancy, and allow us to properly use an already paid for asset.

Engineer Leslie said the JCWSA board previously authorized a preliminary design by Jacobs Engineering to determine anticipated costs for both design and construction. Jacobs has completed the preliminary design and technical memorandum and is now ready to proceed with designing the Pump 8 VFD.

Engineer Leslie said staff is recommending Jacobs proceed with the final design for an amount not to exceed \$17,704 and to proceed with bidding services for an amount not to exceed \$5,342.

Engineer Leslie went over the Technical Memorandum from Jacobs Engineering. He said staff is recommending running the motor on pump #8 to failure because it will probably run for many years with Jacobs Engineering recommending to convert to VFD,

A discussion ensued as to whether the design should be for a new motor or modifying the existing motor.

Engineer Leslie said we are in the driver's seat and can design it the way we want. He said his recommendation is to run the motor to failure, then when the motor fails we can purchase a new one.

Manager Klerk said it's up to the Upper Oconee operating staff how often to run the motor. He said ultimately they own everything so they have the control; however, Klerk added that through UOBWA's cost methodology the pump is 100% allocated for Jackson County use and therefore we are responsible for 100% of the cost.

Member Wilbanks made a motion to approve the expenditures for design and bidding for the Bear Creek VFD Project, as presented for a sum of not to exceed \$17,704 for final design and a sum of not to exceed \$5,342 for bidding services.

Vice Chairman Storey seconded the motion. The motion carried with no objection and all board members present voting.

Update Valentine Park Lift Station and Forcemain Project

Manager Klerk gave an update on this project. He said our intent is to take a lot of the flow coming from the Valentine Industrial Park and Dry Pond area and peeling it off to send it into the Jefferson plant. He said we already have any agreement with the City of Jefferson that is still in effect that allows up to 100,000 gallons per day of their flow to enter our plant and up to 100,000 gallons per day of our flow to enter their plant. He said it's basically a wastewater flow swap.

Manager Klerk said we are looking to partner with the City of Jefferson on their plant expansion because it would be cheaper to do it this way instead of looking for another plant site and obtaining waste-load allocations, permits and associated costs. Manager Klerk said the idea is a more cost effective way to deal with our wastewater issues in the future.

Manager Klerk said we are getting the land from the City of Jefferson. Engineer Leslie said they will deed the property to the Authority.

Manager Klerk said staff decided to go with a six-inch in forcemain on this project and use ductile iron.

Manager Klerk said this will be a capitol project for 2016 Budget.

Update on Development at UOBWA Regarding the Proposed Drought Management Plan

Manager Klerk stated this update is for informational purposes only. He stated this proposed drought management plan has been in the works for about three years.

Manager Klerk said drought reductions will be based upon previous year's demands plus average demands for any new customers over the previous year plus any new growth during that last year. He said this plan is an improvement over the previous plan and will more accurately predict stream flows/reservoir level, allowing member counties to have a more appropriate response during times of drought.

Engineer Leslie explained how the predictions were calculated. He said this plan is more customized to the members. Engineer Leslie said Bear Creek is working with the EPD on this plan and will be getting their approval.

Proposed Revision of Billing Dispute Form and Water Services Agreement

Item#1 – Manager Klerk said this revision applies to water meters two-inches and larger. He stated it costs \$500-\$600 to have the larger meters tested and we do not have any language in our current Water Services Agreement to cover that cost.

Manger Klerk said staff proposes to add to the Water Services Agreement and Billing Dispute form language that would reflect the new fee.

Attorney Smart stated he made some changes to the contract changing the word “fees” to “actual costs” and “customer” to “subscriber” in Item #1 and “property” to “premises” in Item #2. Item #2 – Manager Klerk said staff proposed a change to the JCWSA Water Service Agreement to revise the language to clarify the policy of automatically converting rental properties back to the owner’s name in the event the renter moves away until such time a person other than the owner takes responsibility for the account in a rental situation.

A discussion ensued as to the fairness of putting the account back into the owner’s name.

Manager Klerk made a suggestion to table Item #2. Chairman Ehrhardt tabled Item #2.

Member Wilbanks made a motion to approve revising the JCWSA Water Service Agreement and Billing Dispute Form to include language to require the customer to pay the actual costs associated with conducting a test on two-inch and large meters and to change “fees” to “actual costs” and “customer” to “subscriber”,

Vice Chairman Storey seconded the motion. The motion carried with no objection and all board members present voting.

Proposed Addition of a Twelve-Inch Fire Line Base Fee to the JCWSA Rate Schedule

Manager Klerk explained that a twelve-inch fire line base fee should be set for customers who purchase this size connection. He said the connection fee is in the schedule but not the base fee.

Vice Chairman Storey made a motion to approve the addition of the twelve-inch fire line base fee to the JCWSA rate schedule.

Member Wilbanks seconded the motion. The motion carried with no objection and all board members present voting.

Managers Report

Manager Klerk stated the Talmo Pump Station is finished. He said we are in the process of getting a SCADA system connected so we can operate the facility remotely. Manager Klerk said this station now fill the Talmo elevated tank quickly. It will also help preserve water for the Highway 60 Tank because the Highway 60 zone’s water was being used to fill the Talmo Tank through a PRV prior to this pump station. He said this project came in under budget until we started the SCADA work and probably still will be when the SCADA portion is finished.

Manager Klerk said we sold a lot of water this summer and our revenues are looking healthy.

With there being no further business to discuss, the meeting was adjourned at 7:20 p.m.

Karen Johnson,
Board Secretary

JSAGE & CUSTOMER DATA

MONTHLY WATER & SEWER SALES AND USAGE
2015

MONTH	BILLED WATER USAGE	WATER SALES	WATER CUSTOMERS	GAINED	BILLED SEWER USAGE	SEWER SALES	SEWER CUSTOMERS	GAINED
JANUARY (Interim)	73,233,820	\$520,480.65	7,651	9	5,989,165	\$41,812.57	877	4
FEBRUARY	58,266,185	\$443,400.75	7,655	4	5,757,995	\$40,594.15	886	9
MARCH	64,957,951	\$481,505.48	7,700	45	5,557,986	\$40,906.42	891	5
APRIL	73,680,335	\$548,806.81	7,702	2	6,973,352	\$52,490.99	904	13
MAY	75,718,486	\$558,231.14	7,742	40	6,331,099	\$47,172.04	915	11
JUNE	93,456,518	\$663,501.10	7,787	45	6,774,496	\$50,715.74	917	2
JULY	110,403,816	\$663,754.41	7,772	(15)	6,603,590	\$49,265.36	907	(10)
AUGUST	123,255,799	\$939,055.49	7,802	30	8,130,648	\$61,888.38	920	13
SEPTEMBER								
OCTOBER				0				0
NOVEMBER				0				0
DECEMBER				0				0
Averages	84,121,614	\$602,341.98	7,726		6,514,791	\$48,105.71	902	

GPD Average (Water) 2,769,436
 Average # of Customers 7,726
 GPD per connection 358

214,479
 902
 238

JCWSA WHOLESALE CUSTOMERS MONTHLY WATER SALES AND USAGE

2015 USAGE							
MONTH	HOSCHTON USAGE 01.34.4300	BRASELTON USAGE 01.34.4400	JEFFERSON USAGE 01.34.4500	NICHOLSON USAGE 01.34.4600	TOTAL WHOLESALE USAGE	TOTAL BILLED USAGE (SYSTEM WIDE)	% OF WHOLESALE WATER USAGE TO TOTAL
JANUARY	4,176,950	22,250,000	0	0	26,426,950	73,233,820	36.09%
FEBRUARY	2,994,070	16,854,000	0	0	19,848,070	58,266,185	34.06%
MARCH	3,025,620	23,026,000	0	0	26,051,620	64,957,951	40.11%
APRIL	3,662,430	22,377,000	0	0	26,039,430	73,680,335	35.34%
MAY	3,429,490	24,951,000	0	0	28,380,490	75,718,486	37.48%
JUNE	3,735,660	31,905,000	0	1,383,500	37,024,160	93,456,518	39.62%
JULY	4,107,950	33,294,000	0	914,000	38,315,950	110,403,816	34.71%
AUGUST	5,723,540	42,884,000	4,469,100	0	53,076,640	123,255,799	43.06%
SEPTEMBER					0		#DIV/0!
OCTOBER					0		#DIV/0!
NOVEMBER					0		#DIV/0!
DECEMBER					0		#DIV/0!
ANNUAL TOTAL	30,855,710	217,541,000	4,469,100	2,297,500	255,163,310	672,972,910	37.92%

2015 SALES							
MONTH	HOSCHTON USAGE 01.34.4300	BRASELTON USAGE 01.34.4400	JEFFERSON SALES 01.34.4500	NICHOLSON SALES 01.34.4600	WHOLESALE WATER SALES	TOTAL WATER SALES (SYSTEM WIDE)	% OF WHOLESALE WATER SALES TO TOTAL
JANUARY	11,277.77	55,625.00	-	-	66,902.77	520,480.65	12.85%
FEBRUARY	8,083.99	42,135.00	-	-	50,218.99	443,400.75	11.33%
MARCH	8,169.17	57,565.00	-	-	65,734.17	514,968.97	12.76%
APRIL	9,888.56	55,942.50	-	-	65,831.06	601,297.80	10.95%
MAY	9,259.62	62,377.50	-	-	71,637.12	605,403.18	11.83%
JUNE	10,086.28	79,762.50	-	3,873.80	93,722.58	714,216.84	13.12%
JULY	11,091.47	83,235.00	-	2,559.20	96,885.67	713,019.77	13.59%
AUGUST	15,453.56	107,210.00	13,630.76	-	136,294.32	939,055.49	14.51%
SEPTEMBER					-		#DIV/0!
OCTOBER					-		#DIV/0!
NOVEMBER					-		#DIV/0!
DECEMBER					-		#DIV/0!
ANNUAL TOTAL	\$ 83,310.42	\$ 543,852.50	\$ 13,630.76	\$ 6,433.00	\$ 647,226.68	\$ 5,051,843.45	12.81%

	2014				2015				For Water Audit/CAFR Reporting			
	Billed Usage (Water & Sewer)	Billing (Water & Sewer)	Percentage Unbilled Water loss	Purchases	Billed Usage* (Water & Sewer)	Billing (Water & Sewer)	Gallons Used to Flush	Flushing Billed To Developer	Percentage of Unaccounted for Water ¹	Billed Usage	Billing	Gallons Unbilled
January	72,254,379	\$ 528,627.48	5.06%	80,837,000	73,233,820	\$ 562,293.22	126,290	-	9.25%	1.36%	7,603,180	9.41%
February	55,598,514	466,068.70	11.17%	62,707,590	58,266,185	483,994.90	143,060	-	6.85%	4.80%	4,441,405	7.08%
March	52,476,668	434,608.91	10.40%	68,646,760	64,957,951	522,411.90	69,070	-	5.27%	23.78%	3,688,809	5.37%
April	55,574,816	457,947.30	12.39%	78,035,140	73,680,335	601,297.80	71,830	-	5.49%	32.58%	4,354,805	5.58%
May	72,643,974	567,209.42	15.00%	83,209,720	75,718,486	605,403.18	206,570	-	8.75%	4.23%	7,491,234	9.00%
June	80,564,476	559,411.78	7.35%	95,691,000	93,456,518	714,216.84	94,600	-	2.24%	16.00%	2,234,482	2.34%
July	91,441,419	630,501.79	9.61%	117,590,090	110,403,816	713,019.77	2,009,000	-	4.40%	20.74%	7,186,274	6.11%
August	112,533,690	750,284.31	5.91%	137,561,290	123,255,799	939,055.49	2,737,555	-	8.41%	9.53%	14,305,491	10.40%
September	87,231,519	649,987.77	9.85%					-	#DIV/0!	-100.00%		-
October	80,862,988	562,989.94	8.30%					-	#DIV/0!	-100.00%		-
November	85,837,709	613,839.86	7.50%					-	#DIV/0!	-100.00%		-
December	62,538,901	\$ 489,167.40	5.68%					-	#DIV/0!	-100.00%		-
Averages	76,629,924	\$ 559,222.06	9.02%	90,534,824	84,121,614	\$ 642,711.64	682,247		6.33%	14.13%	4,275,473	6.91%

* Usage is calculated by taking Fire line, Irrigation & Water Consumption and subtracting irrigation & water adjustments for actual amounts billed.

¹ The month to month percentage may vary due to timing issues and meter readings received from UOBWA. The total average of unaccounted for water should be viewed as the best measure.

² Verified with billing software company that Autoflush amounts should be used in billed usage and deducted for flushing.

Water Loss for 2014 using Total Amounts			
Purchases	Billed Usage*	Billing	Percentage of Water loss
724,278,590	672,972,910	\$ 5,141,693.10	6.33%
		5,457,975	0

* GL Summary Report for each month

For Annual EPD Report

Wholesale Usage			
Total Billed Usage	Exported Usage*	Total Metered (Other Than Wholesale)	
672,972,910	(255,163,310)	417,809,600	



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JCWSA Bear Creek Costs

2015	Gallons Purchased	Purchase Price Excluding Debt Service	Purchase Price per 1000 Gallons Excluding Debt Service	Purchase Price Including Debt Service, Fixed Costs, Usage	Total Cost per 1000 Gallons
January	71,025,000	\$110,961.00	\$1.56	\$241,475.00	\$3.40
February	68,550,000	\$109,823.00	\$1.60	\$240,337.00	\$3.51
March	67,401,000	\$125,721.00	\$1.87	\$256,235.00	\$3.80
April	68,129,000	\$126,197.00	\$1.85	\$264,432.00	\$3.88
May	106,646,000	\$151,356.00	\$1.42	\$193,074.00	\$1.81
June	109,565,000	\$110,466.00	\$1.01	\$221,918.00	\$2.03
July	119,213,000	\$112,752.00	\$0.95	\$224,204.00	\$1.88
August	115,638,000	\$111,905.00	\$0.97	\$223,357.00	\$1.93
September			#DIV/0!		#DIV/0!
October			#DIV/0!		#DIV/0!
November			#DIV/0!		#DIV/0!
December			#DIV/0!		#DIV/0!
Annual Total	726,167,000	\$959,181.00	#DIV/0!	\$1,865,032.00	#DIV/0!
Monthly Average	90,770,875	\$119,897.63			
Daily Average	3,025,696				
Daily Ave. based on annual	1,989,499				



Agenda Item # 1 – Old Business

Date: October 8, 2105

To: JCWSA Board

From: Judy Davis, Finance Director

RE: Revision of Water Service Agreement – Section 17

The JCWSA Water Service Agreement has been revised to include language to clarify the policy of automatically reverting rental properties back to the property owner's name in the event the tenant moves away until such time a person other than the owner takes responsibility for the water usage in a landlord/tenant situation. Language to clarify that any unpaid balance are the responsibility of the party presently listed as the "subscriber" whether that party is the land owner or the tenant is added as well.

Recommendation:

Staff recommends that these changes be adopted as part of the JCWSA Water Service Agreement and Water Service Contract(s).

**Judy W. Smith
Finance Director**

15.

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

16.

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

17.

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

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

((Revised 8/2012))



Water Service Agreement, Policies and Schedule of Fees

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

AUTHORITY BOARD

Dave Ehrhardt, Chairman
Shade Storey, Vice Chairman
Joe Hicks, Board Member
Pat Bell, Board Member
Dylan Wilbanks, Board Member

Authority Administration

Eric Klerk, Authority Manager
Judy W. Smith, Finance Director
Joe Leslie, P.E., Authority Engineer
Mike Johnson, Chief Information Officer
Mark Dudziak, Water/Wastewater Operations Manager

Jackson County Water & Sewerage Authority

Water Service Agreement Policies and Schedule of Fees

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

STATE OF GEORGIA, JACKSON COUNTY

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

WHEREAS, the Subscriber desires to be provided water service to the property that the Subscriber occupies at _____
_____ ("Premises");

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

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

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

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

1.

The Subscriber has paid the Authority a non-refundable administrative fee of \$40.00 and the water connection fee at the current rate in order to serve the Subscriber's Premises. Meter and all appurtenances thereto shall remain the property of the Authority. Subscriber must allow at least four (4) weeks for Authority to install a water meter. Every effort will be made to install a meter as soon as possible but there is no guarantee when such meter will be installed. Any tampering (to include opening, damaging, destroying or otherwise handling of the meter or meter box without Authority permission) with the water meter shall result in a \$250.00 tampering charge being levied against the Subscriber's bill.

2(a).

Along with the non-refundable water connection fee and administrative fee paid pursuant to Paragraph 1, upon execution of this Agreement, the Subscriber agrees to pay to the Authority

a Security Deposit for the water meter as described in paragraph 2(b). The Subscriber shall be entitled to a full refund of the Security Deposit, but only after twelve (12) months of good payment history. Definition of good payment history is available in the JCWSA Security Deposit Credit Policy. Refunds shall be implemented in the form of credit on the Subscriber's water bill(s). Otherwise the Security Deposit shall be held by the Authority until such time as the water meter at the Premises is removed, at which time the Security Deposit will be refunded to the Subscriber, less any repair costs for damage to the water meter, and less any outstanding fees, payments, or other costs owed by the Subscriber to the Authority.

2(b).

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

3.

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

4.

Said bill shall be paid by the 15th (or due date) of each month. In the event that the charge and any penalties assessed thereon are not paid within ten (10) days from the due date, the Authority shall have the right to commence procedures to terminate water service according to the Authority's Rules, Regulations and Ordinances in effect as of the due date. All charges must be paid by the due date regardless of whether Subscriber receives a bill in order to avoid termination of water service.

5.

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

6.

If water service is discontinued for non-payment of a charge, the Authority will not resume water services to the Subscriber until the charge and all penalties have been paid in full, and a \$50.00 non-refundable re-service fee and a \$75.00 Security Deposit has been paid to the

Authority by the Subscriber. In the event a water meter or meter box is secured with a locking device by the Authority and such lock is opened, broken or compromised in any way without the consent of the Authority, there will be a \$250.00 tampering charge in addition to any other charges necessary assessed to the Subscriber's next water bill. Upon the second occurrence of any such opening, breaking, or destroying of a water meter or meter box locked by the Authority, the tampering charge shall increase to \$500.00 and the water meter will be removed. This \$500.00 tampering charge must be paid in full in order to have the water meter re-installed and service restored.

7.

Subscriber shall have until the fifteenth (15th) day of the month that the bill is due to detect and notify the Authority in writing of any errors in the Subscriber's bill. Said notice must be made on the JCWSA billing dispute form. Failure to notify the Authority by the fifteenth (15th) day of the month said bill is due will result in waiver of any right or claim for refunds or credits.

8.

Meters will be tested (a) at the request of the Subscriber or (b) in the event of a billing dispute as described in Section 7. The Subscriber shall be assessed a meter test fee of \$50.00 to offset the costs of said testing for a ¾" meter. Any fees associated with a test conducted on a meter 2" or larger shall be charged to the customer in the event of a billing dispute.

9.

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

10.

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

11.

The Subscriber shall have the right to use said water for one (1) household/commercial site/industrial site only and any of its out buildings, located on the property of the Subscriber, unless written permission is obtained from the Authority's Board. Subscriber shall not,

without the prior written consent of the Board, allow anyone to tap on to said water service line for the purpose of supplying water to another user. Violation of this paragraph of this agreement will result in immediate termination of service.

12.

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

13.

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

14.

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

1. To prevent fraud or abuse.
2. Subscriber's willful disregard of Authority's rules.
3. Emergency repairs.
4. Insufficient water supply due to circumstances beyond Authority's control.
5. Legal processes.
6. Direction of regulatory authorities.
7. Strike, riot, flood, unavoidable accident, actions of others, or acts of God.

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

15.

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

16.

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

17.

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

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

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

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

((Revised 8/2012))

DRAFT

Jackson County Water & Sewerage Authority

Collection of Charges Policies

Billing of Customers:

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

Payment of Bills:

Water/sewer service charges and applicable service fees are due and payable by the 15th of each month. If a customer payment is not recorded in JCWSA's information systems, a penalty may be added to the customer's account. Failure to receive the monthly water/sewer statement does not relieve the customer from his/her obligation to pay the charges on the account; however, special consideration may be given if an error in calculating or addressing the statement is made.

Collection Action:

1. In the event that the charge and any penalties assessed thereon are not paid within ten (10) days from the due date, JCWSA shall have the right to commence procedures to terminate water service without further notification.
2. Water service that has been interrupted for non-pay will be restored between the hours of 8:00 am and 4:30 pm after payment of all past due charges and fees have been received by JCWSA. Payment of past due charges and fees assessed for interruption of service must be paid in cash or money order. Restoration of service after payment is received may take up to 24 hours or more.

Exception:

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

failure to satisfy the terms of a payment agreement will cause the water service account to become immediately subject to normal collection action.

Returned Checks:

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

Billing Disputes:

Per Section 8 of the Water Service Account Agreement, a Subscriber wishing to dispute water service charges must present a written dispute of the charges using the JCWSA Billing Dispute Form no later than the fifteenth (15th) day of the month said bill is due. Failure to do so will result in waiver of any right or claim for refunds or credits. The authorized Billing Dispute Form can be obtained by request from JCWSA or by download from the JCWSA website at jcwsa.com. The JCWSA Review Committee will render a final decision within five business days of receipt of the Billing Dispute Form by JCWSA at 117 MLK Avenue, Jefferson, GA 30549. The final decision of the JCWSA Review Committee will be mailed to the Subscriber within five business days of said decision. Water service will remain active and no further penalties will be assessed during the review process and until a decision is mailed to the Subscriber by the JCWSA Review Committee.

(revised 8/2012)

Effective Date: 07/12/2007

JACKSON COUNTY WATER AND SEWERAGE AUTHORITY

RESOLUTION REGARDING THE MEDICAL NEED FOR WATER SERVICE

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

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

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

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

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

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

1. **New Residential Customer:** An individual requesting new water service for a medical need (the “Requesting Party”) must complete an application for service substantially similar to that required for all water service applicants, except that such application must be accompanied by a physician’s notification. Said notification must set forth an immediate need for the water service, the anticipated duration of that need, and must authorize the Authority to contact the doctor to verify the authenticity of the notice and its continued application.

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

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

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

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

5. **Termination:** In the event that a Customer or Requesting Party under this policy should become late in making their payments for water service, the Authority shall provide adequate written notice to the Customer as required by the JCWSA Financial Procedures Manual prior to shutoff. Such notification shall in no way constitute a waiver of water service charges.
6. **Payment.** The Authority must be a responsible steward of its finances and cannot provide free water service for those served by this policy. Except as otherwise provided herein, all Requesting Parties and Customers must pay all fees, water

charges, and other bills arising from the water service provided by the Authority as provided herein and according to the JCWSA Water Service Account Agreement

7. Medical Privacy. Under no circumstances shall the Authority request or solicit medical information from a Requesting Party or Customer. All medical notifications provided pursuant this policy shall be in the nature of notifying the Authority of the existence of a medical need or emergency and shall in no case include any details of the Requesting Party or Customer's medical condition.
8. This resolution shall be effective immediately.

So resolved this 13th day of May, 2010.

JACKSON COUNTY WATER AND SEWERAGE
AUTHORITY

By _____
Randall Pugh, Chairman

By _____
David Ehrhardt, Vice-Chairman

By _____
Andy Goodman, Member

By _____
Shade Storey, Member

By _____
Narasimhula N. Neelagaru, M.D., Member

ATTEST:

Karen Johnson, Secretary

(Signed Resolution on file at JCWSA office)

Jackson County Water & Sewerage Authority

Security Deposit Credit Policies

Security Deposit Credit:

Customers that exhibit a good payment history for 12 months will receive the security deposit assessed to them at the time of application of service in the form of a credit to their water/sewer service account. Good Payment history is defined as follows:

1. No disconnection of service due to non-payment or returned check.
2. No more than one returned check on the customer account.
3. No more than three late payments in a 12 month period.

Refund of Security Deposit:

Any security deposit held by JCWSA on a customer account will be refunded to the customer minus any amounts due to include charges for water/sewer service, penalties, or fees owed by the customer when the last meter reading is done when that customer moves from the service area of JCWSA.

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

Effective Date: 7/12/07

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

Jackson County Water & Sewerage Authority

Fees, Deposits and Miscellaneous Charges

Deposits:

Residential Users:

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

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

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

Commercial/Industrial Users:

\$200.00 per account.

Builders/Developers:

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

Miscellaneous Fees and Charges:

- | | |
|-----------------------|----------|
| 1. Administrative Fee | \$40.00 |
| 2. Meter Test Fee | \$50.00* |

*see Sec 8 & 9 of the JCWSA Water Service Account Agreement

3. Meter Connection Fees are listed separately and can be obtained from Customer Service.

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

Disconnect Fee:

For meters that are disconnected for non-payment \$50.00

Security deposit \$75.00

Returned Check Fee:

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

Penalties:

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

(Revised 3/12/2009) (Revised 8/2012)

RESERVED

DRAFT

Jackson County Water & Sewerage Authority

Schedule of Charges for Meter Box Damage & Service Theft

Damage	Charges
Replacement of R900 Radio Head	\$175.00
Replacement of Antenna	\$75.00
Replacement of Meter	\$350.00
Replacement of Meter Box (with meter setter)	\$350.00
Replacement of Meter Box (without meter setter)	\$200.00
Replacement of Meter Box (upper section)	\$125.00
Replacement of Lid (with meter setter)	\$75.00
Replacement of Lid (without meter setter)	\$50.00
Replacement of inside/outside Piping	\$100.00
Raise/Lower Meter Box	\$100.00
Relocate Meter Box	\$650.00
Uncover Meter Box	\$50.00
Meter Reinstallation	\$200.00
Service Theft	Charges
Tampering Fee	\$250.00
Tampering Fee - 2nd Offense	\$500.00
Theft of Service	\$1,000.00

(Revised 2/12/2009)

Jackson Co. Water & Sewerage Authority

Meter and Fire Line Rate Schedule

Domestic Meter Size	Domestic Connection Fee
3/4" meter	\$2,000.00
1" meter	\$2,267.00
1.5" meter	\$2,667.00
2" meter	\$6,000.00
3" meter	\$12,750.00
4" meter	\$22,500.00
6" meter	\$45,000.00
8" meter	\$75,000.00
10" meter	\$105,000.00
Fire Line Size	Fire Line Connection Fee
2" line	\$6,000.00
3" line	\$7,500.00
4" line	\$11,250.00
6" line	\$15,000.00
8" line	\$18,750.00
10" line	\$37,500.00
12" line	\$52,300.00

RESERVED

DRAFT

Jackson County Water & Sewerage Authority

Residential Water Connection Fee Policy

New residential connection fees shall be paid in full at the time of application. The residential connection fee as of July 2014 is: \$2,000.00

Distressed Circumstances: A distressed payment option is available to new individual residential service applicants provided they reside at the service address and how proof of one or more of the following: (1) with documentation of current income at or below poverty line as determined by the United States Department of Health and Human Services or (2) if the account owner is 70 years of age or older or (3) the application has been on a well which has just failed.

➤ \$25.00 down

\$50.00 per month

The above fees are in addition to customer's regular monthly water bill. There is also a \$40.00 application fee due when service is applied for.

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

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

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

Effective date: 11/12/2009



WATER SUBSCRIPTION CONTRACT

Name: _____
LAST FIRST MIDDLE INITIAL

Service Address: _____
STREET

CITY STATE ZIP

Mailing Address: _____
STREET

CITY STATE ZIP

Employer: _____ Home Phone #: _____

Spouse's Name: _____ Work Phone #: _____

Cell Phone #: _____

Email Address: _____

Rent () Own () Owner's Name: _____

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

DATE: _____ WATER CUSTOMER'S SIGNATURE: _____

Account # _____ Location # _____ Date: _____

Taken By: _____ Subdivision: _____ Lot # _____

Start Up Reading: _____ Meter #: _____

Start Up Date: _____ Register #: _____

Meter Fee \$: _____ Deposit \$: _____ Administrative Fee \$: _____ Total \$: _____



Agenda Item # 1

Date: October 8, 2105

To: JCWSA Board

From: Judy Davis, Finance Director

RE: Draft Proposed Leak Adjustment Policy

The request to review and revise the current JCWSA Leak Adjustment Policy has been made. The current Leak Adjustment Policy allows for a one-time only leak adjustment only in the event of an unknown leak from the Authority's meter to the structure; no adjustments are eligible for irrigation leaks or leaks occurring inside the structure.

Additionally, the calculation for the adjustment is overly complicated and impossible to do with less than 12 months usage history available.

Possible actions:

- 1. The Board can retain the current policy (included for your review).**
- 2. The Board can adopt the proposed policy to replace the current policy in use.**

Recommendation:

Staff recommends the proposed leak adjustment policy be adopted by the JCWSA Board to replace the current policy now in use.

**Judy W. Smith
Finance Director**



Leak Adjustment Policy

POLICY STATEMENT:

1. If the subscriber has experienced a leak that has been ongoing without the knowledge of the subscriber, and the subscriber contacts the customer service department of the JCWSA within 15 days of receiving the billing statement for the period in which the leak occurred, it shall be the policy of the JCWSA Board that a one-time adjustment shall be allowed to the subscriber's usage. The adjustment shall be one half of the charge for the excess usage.
2. The leak adjustment shall be available for one time only per account and per connection. An individual connection on a property serviced by the JCWSA shall be eligible for a one time leak adjustment regardless of its purpose.

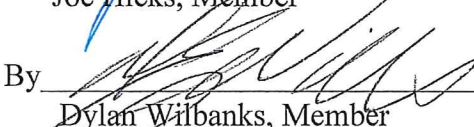
JACKSON COUNTY WATER AND SEWERAGE
AUTHORITY

By 
Dave Ehrhardt, Chairman


By 
Shade Storey, Vice-Chairman

By _____
Pat Bell, Member

By 
Joe Hicks, Member

By 
Dylan Wilbanks, Member

ATTEST:


Karen Johnson, Secretary

JACKSON COUNTY WATER & SEWERAGE AUTHORITY

POLICY AND PROCEDURE STATEMENT

I. POLICY SUBJECT: Water Billing Dispute
POLICY PROCEDURE NUMBER: WS-002
EFFECTIVE DATE: 2-8-2001

II. BACKGROUND

1. This procedure is intended to establish a policy for evaluating customer complaints relating to water metering disputes. Water metering disputes generally come from customers complaining about increase in their water usage and specifically about the accuracy of meters. Generally water meters do not over bill customer usage. Water meter reading errors can be made and are the most common source of such disputes and the easiest corrected.
2. If a customer's meter has been newly installed there may be a possibility that the meter has a wrong register. This can be easily determined by placing a meter that is known to be correct onto a hose bib at the customer's establishment and with no other water usage by the customer, monitor the meter usage from the hose bib and compare it with the meter usage from the customer's meter. If a meter register is found to be incorrect then the meter shall be changed out immediately and a correction established to the customer's bill.
3. Paragraph deleted

If it is concluded that the customer service line maybe leaking, consult with the customer and advise them of the possible leakage. It should be recommended to the customer that the meter valve be turned off to allow the customer an opportunity to have the line fixed by a qualified plumber.

TIT. POLICY STATEMENT:

1. If the customer service line is confirmed to have been leaking without the knowledge of the customer and the customer shows evidence by statement from 2 licensed plumber that the service line has been repaired it shall be the policy of the Board that a one-time adjustment shall be allowed to the customer's usage. The adjustment shall be based upon an average of the previous twelve (12) months usage subtracted from the usage period in question and the customer bill adjusted to reflect the average usage plus one half of the excess usage.

Jackson County Water & Sewerage Authority
Policy and Procedure Statement
Water Billing Dispute WS-002

2. If the customer's plumbing fixtures within his or her establishment are found to be leaking or dripping it shall be the policy of the Board that no adjustment shall be allowed. This is based on the conclusion that the customer should have noted this dripping or leaking from the fixtures and should have made the appropriate repairs.
3. Water usage for irrigation purposes whether due to normal irrigation or faulty irrigation equipment shall not be subject to adjustment.
4. In instances where it is determined that the excessive usage of water was due to a fault traceable to Jackson County, the excess above the average water usage over a twelve (12) month period shall not be charged against the customer.
5. The customer can appeal any decision by the staff for partial adjustment or non-adjustment to the Board for final resolution; Decision by the Board shall be final. During the period of dispute or appeal to the Board the customer shall be expected to have paid the average water bill and any overage thereof shall be noted to be in appeal. During the appeal process time the customer's water service shall not be discontinued for lack of payment of the amount in appeal. If the customer appeals to the Board, the customer shall present the appeal to the Board at the next Board meeting. The Board will issue a ruling on the matter. Any payment resulting from a decision by the Board on the appealed amount shall be deemed due and payable by the customer within seven (7) days or the service will then be subject to termination for non-payment.

IV. RECOMMENDED BY: Manager: _____ Date: _____

APPROVED BY

THE BOARD: Chairman _____ Date _____

Secretary _____ Date _____

JCWSA

MEMORANDUM TO JCWSA BOARD

OCTOBER 8, 2015

AGENDA ITEM #2

JCWSA staff regularly receives requests for a residential water connection in an area served by JCWSA's water lines and routinely the \$2000.00 connection fee paid by the customer adequately covers the expenses incurred by the JCWSA. However, in some instances the cost of said installation greatly exceeds \$2000.00. Examples that drive costs up are:

- Crossing Rail Road tracks. This requires a RR Permit with engineering design that includes steel pipe encasement - jack and bored with a minimum depth of 8 feet under the tracks.
- Crossing a four-lane state highway. This requires a GDOT Permit, engineering design that includes steel pipe encasement and a long service line run that would dictate a larger service line to the customer.
- Crossing a stream or river. This generally requires the inclusion of several state agencies and their respective permits/approvals. In river crossings rock is generally encountered.

When presented with these (or similar) circumstances, the staff would like the ability to offer a prospective customer the option of paying all additional costs for the connection over and above the regular \$2000.00 payment. In the event that such payment cannot be agreed upon, the Authority staff would also like to have the authority to decline to extend service, subject to the requesting party's right to come before the Board and make a request. .