



GAS, WATER & SEWER DEPARTMENT POLICY

Deposits, Deposit Transfers, And Billing

A. DEPOSITS

1. A deposit is required for gas and/or water service for all occupied premises. Each deposit must be paid in full. Partial deposits shall not be accepted. No deposit for a new customer shall be waived under any circumstance. Deposits are held until the customer ceases to occupy the premises and at that time it is applied to the final bill. Interest is not paid on deposits.
2. A picture identification card shall be required before service may be started.
3. A customer must be at least eighteen years of age to establish service. Customers under nineteen must have their parents sign the service application/deposit.
4. If a customer applying for service owes a previous bill, the previous bill must be paid in full or arrangements for payment made with the Office Supervisor before the deposit is paid and service is turned on. If a customer is paying an amount that has been previously charged off or if the customer has a previous record of being disconnected for nonpayment they must pay a deposit/deposits equal to one and one-half times the normal deposit. (Example: Water and Gas deposits are \$100.00 for Water \$100.00 for Gas)
5. Commercial, industrial, and other large volume customers may be required to pay a deposit equal to one month's bill rounded to the nearest one hundred dollars if the account reaches disconnect status. The customer will be notified in writing and will have thirty (30) days to remit the deposit, or service will be discontinued.

B. DEPOSIT TRANSFERS

1. Customers moving from one address in Livingston to another address in Livingston may transfer their deposit to the new address only if the bill is paid in full at the current address, and any transfer fees are paid. In divorce or separations, the deposit shall be transferred to the individual who signed the original deposit application form. In the event of death, the deposit shall be transferred to the customer's estate.
2. Deposits may not be transferred from one person to another without written consent from the person placing deposit.

C. BILLING

1. All water and gas meters are read each month unless special circumstances require averaging. All utility bills are mailed monthly so customers will receive a bill near the first of each month. The bills will show the past and present meter readings, usage, and the amount due which includes state utility tax, sewer service charges and a fee for garbage.
2. In the event that a meter fails to register water or gas consumption in whole or in part, the customer shall pay such reasonable sum based upon historical consumption as is ascertained to be due for the period involved.
3. The customer shall be liable and shall pay for all water and/or gas passing through the meter until it is turned off. The customer is responsible for services used while the bill is in the customer's name.
4. If a customer terminates service and fails to pay their final bill, an additional fee will be assessed to their account to pay for all collection costs charged by the collection agency.

Collections

Collection Policy

A. OBJECTIVE

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

B. POLICY

1. The customer is entitled to pay the net amount of the bill if paid on or before the due date. If paid after the due date, the gross amount, which includes a ten percent penalty, must be paid. If the due date falls on a weekend or holiday, the net amount may be paid through the next working day. Mail payments, which are postmarked on the due date, shall be allowed to pay the net amount. Mail payments, which are postmarked after the due date, shall pay the gross amount, which includes a ten percent penalty. Failure to receive a bill does not excuse the customer from payment. Failure to pay the bill ten days after the due date may result in disconnection of service.
2. Penalty Waivers: The ten percent penalty may be waived one time per customer, if the customer's history shows that they have never been charged a penalty. Such a waiver must be granted with the approval of the Office Supervisor. A record will be kept permanently on the customer's account of the waiver.
3. The customer should first address any disputed bill to the Office Supervisor. The office will investigate the disputed amount and correct any problems or explain to the customer the item in question.
4. If payment is not received in accordance with this policy, service to the customer shall be terminated. The customer will then be required to pay the gross amount, which includes a ten percent penalty, and a reconnection fee **before** service is restored.
5. The City of Livingston Utilities Board will accept partial payments on delinquent bills prior to the disconnection date, which is described in Section 7, Part A. However, the entire bill must be paid prior to the disconnection date or the service may still be discontinued.
6. Meters will be pulled and the account will be closed if a payment has not been received in the prior 120 days. The account will be turned over to collection.

Collection Procedure

A. CUSTOMER COLLECTION PROCEDURE

1. If the customer is not disputing the amount owed or the right of the City of Livingston Utilities Board to collect due bills, the Utility Office Assistant will deal directly with each customer inquiry. The Utility Office Assistant will determine specifically what the customer is asking, determine the specific type of relief sought by the customer, and provide this relief if possible under this policy and maintain adequate records on each such transaction.
2. When circumstances require the handling of the account beyond the Utility Office Assistant, the Office Supervisor will listen to the customer's claim and determine if he/she can make a final disposition or whether it is a situation, which requires further investigation. The circumstances under which the Utility Office Assistant should refer the customer to the Office Supervisor for review and decision on the inquiry by the customer include any case in which a customer:
 - a. Disputes the amount owed on the bill.
 - b. Challenges the right of the City of Livingston Utilities Board to terminate his/her service because of failure to pay bills or honor agreements concerning bills and arrears.
 - c. Reveals that he/she may not be willing or able to enter into an agreement to pay current bills and arrears in a manner consistent with this policy.
 - d. Claims special circumstances prevent him/her from entering into a payment agreement.
 - e. Is in an uncontrollable emotional state.
 - f. The customer does not have a picture identification card.

B. AGREEMENTS

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

Disconnection

A. Services shall be disconnected for nonpayment and disconnection notices shall be delivered to the customer's address approximately 30 days after the due date.

1. For customer information purposes, the back of each monthly bill contains the message "**If a bill is unpaid by cutoff date service will be disconnected.**"
2. A delinquent bill is mailed to the customer approximately thirty (30) days after the due date notifying the customer of the disconnection date.

Example: February 15, 2006 is the due date.

- On March 15, 2006, delinquent notices are printed.
- Delinquent notices are mailed on March 16, 2006, with the following message printed on the bill:
- Service will be disconnected on April 1, 2006.

On February 28, 2006, a cut off list is printed and all accounts are charged a \$25.00 service fee, and service is disconnected. The \$25.00 service fee will be charged regardless of the service status.

3. The City of Livingston Utilities Board office personnel will work with customers who are delinquent due to financial hardship. Every effort is made to make arrangements for the payment without disrupting service.
4. Unless satisfactory arrangements have been made as discussed in the Customer Collection Policy, the account is subject to termination 45 days from the due date.
5. The night deposit box is searched for last minute payments by those scheduled to be disconnected that day. Partial payments will not prevent disconnection.
6. The Customer Service Worker will turn the services off. The Customer Service Worker is not allowed to accept money or make agreements with the customer.
7. In instances where the disconnection has resulted from the failure to abide by the terms of a payment agreement, no further agreement can be made for the settlement of this particular outstanding bill and reconnection fee.
8. If the temperature is forecast to remain below freezing (thirty-two degrees Fahrenheit) within the next twenty-four hours, Gas service may not be disconnected. Gas service, at the discretion of the Utility Dept. Head may remain connected until the temperature rises above thirty-two degrees Fahrenheit.
9. Payments received for service after 3:00pm will be restored the next business day.

Discontinuance of Service for Reasons Other Than Nonpayment of Utility Bill

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

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

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

C. Gas Leaks

1. When a gas leak, beyond the gas meter, is detected by City of Livingston Utilities Board personnel, or is reported by the customer, the gas meter shall be turned off, locked, and a red tag attached.
2. The customer shall be responsible for contacting a state certified gas fitter licensed by the City of Livingston for necessary repairs. The gas fitter shall be required to pressure test the lines with thirty (30) pounds per square inch (psi) of air for 60 minutes (1 hour) to verify that the leak has been repaired. The City of Livingston Utilities Board shall be notified so that an employee may verify the gauge setting when the test is installed and also at the end of the test period.
3. When the pressure test result is satisfactory, the City of Livingston Utilities Board employee verifying the test may turn the gas service on.
4. The City of Livingston Utilities Board employees do not do any work on private property past the meter.
5. The City of Livingston Utilities Board Water Works, employee shall be on call for emergencies occurring after normal working hours. The Livingston Police Department shall have a list of the employees on call and the necessary home, pager, and cell telephone numbers. Pressure tests shall be checked only during the maintenance department's normal working hours, unless the gas is used for heat and the temperature is forecast to be below freezing.

Returned Checks

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

1. The customer shall be notified by telephone call or doorknob notice that the returned check must be replaced with cash by 12:00 the day following the day the office receives the check. The customer shall also have to pay the insufficient check fee.
2. If the customer does not replace the check by the designated time, the service shall be disconnected without further notice. In order to have service restored the customer must replace the check amount with cash, pay the insufficient check fee, and pay the service fee.

Responsibilities

RULES AND REGULATIONS GOVERNING SUPPLY AND CONSUMPTION OF GAS AND WATER

A. METER DAMAGE

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

B. ACCESS TO CUSTOMER PREMISES AND RESPONSIBILITY FOR LINES

1. The City of Livingston Utilities Board employees or its authorized agents shall have access to the customer's premises at all reasonable times for the purpose of checking, reading, servicing, and disconnecting the meter, shutting off gas and/or water, and for such other purposes as the City of Livingston Utilities Board may deem advisable to protect its interest and safety to the public.
2. The City of Livingston Utilities Board is responsible for the lines up to the meter only. Lines beyond the meter are the customer's responsibility.
3. The City of Livingston Utilities Board is responsible for sewer lines up to the customer's property line. Lines beyond the tap are the customer's responsibility.

New Gas Installations

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

Water Leaks and Sewer Adjustments

- A. Customers may receive one adjustment per calendar year.
- B. Adjustments may be made to the water and sewer charge on a customer's bill when it is determined that the excessive water usage was caused by a water leak. This adjustment may be the result of the customer notifying the City of Livingston Utilities Board office that the customer has found or repaired a water leak, or the adjustment may be the result of an employee discovering the leak while checking meter readings. Adjustment will be for ½ of Water and Sewer. Sewer adjustments may be made for filling of swimming pools.
- C. When employees discover a water leak at a customer's address, an attempt shall be made to notify the customer of this discovery. Employees may notify the customer in person, by telephone, or by doorknob notice.
- D. Adjustments for the same leak may cover two different billing periods; therefore the sewer charge may be adjusted two months in a row. If the customer has not repaired the leak by the next billing period following the two adjusted periods, this office will not adjust the sewer charge on the third bill.