

House Bill 465

By: Representatives Parsons of the 44th, Drenner of the 85th, and Smith of the 70th

A BILL TO BE ENTITLED
AN ACT

1 To amend Title 46 of the Official Code of Georgia Annotated, relating to public utilities and
2 public transportation, so as to enact the "Georgia Water Customer Bill of Rights Act"; to
3 provide for legislative intent; to provide for definitions; to provide for customer service
4 standards and disclosures; to provide for requirements regarding billing and other mistakes
5 and errors; to provide for refunds and credits; to provide for administrative and civil
6 remedies; to provide for related matters; to repeal conflicting laws; and for other purposes.

7 BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

8 SECTION 1.

9 Title 46 of the Official Code of Georgia Annotated, relating to public utilities and public
10 transportation, is amended by revising Chapter 10, which was previously reserved, as
11 follows:

12 "CHAPTER 10

13 46-10-1.

14 This chapter shall be known and may be cited as the 'Georgia Water Customer Bill of
15 Rights Act.' ~~Reserved.~~

16 46-10-2.

17 The General Assembly finds that it is in the public interest to provide a water and sewer
18 customer bill of rights to ensure that customers receive water and sewer services on
19 reasonable terms and at reasonable prices from community water systems. The intent of
20 this chapter is to ensure that all customers of water and sewer services:

21 (1) Have access to reliable, safe, and affordable water service, including high-quality
22 customer service;

- 23 (2) Have the right to receive information about community water systems' services,
 24 plans, terms and conditions, and rights and remedies. Such information shall be
 25 unbiased, accurate, and understandable in a written form that facilitates comprehension
 26 of prices and terms of service;
- 27 (3) Receive the benefits of new services, technological advancements, improved
 28 efficiency, and competitive prices;
- 29 (4) Enjoy the protection of reasonable and uniformly applied standards that protect
 30 customers in matters involving deposit and credit requirements, service denials, and
 31 service terminations;
- 32 (5) Are protected from unfair, deceptive, fraudulent, and unreasonable practices and
 33 from deceptive information regarding billing terms and conditions of service;
- 34 (6) Receive accurate and timely bills;
- 35 (7) Are protected from price increases resulting from inequitable price shifting; and
- 36 (8) Have the right to a fair and efficient process for resolving disputes with community
 37 water systems.

38 46-10-3.

39 As used in this chapter, the term:

- 40 (1) 'Bill' means any bill, invoice, or other request for payment issued by a community
 41 water system to a customer.
- 42 (2) 'Community water system' means a public or private system:
- 43 (A) That provides water for human consumption through pipes or other constructed
 44 conveyances, where such system has at least 15 service connections or regularly serves
 45 at least 25 customers. Such term shall include collection, pretreatment, treatment,
 46 storage, and distribution facilities under the control of the operator of such system and
 47 used primarily in connection with such system; or
- 48 (B) Composed of pipes or other constructed sewerage for the collection and processing
 49 of sewage that has at least 15 service connections or regularly serves at least 25
 50 customers. Such term shall include collection, pretreatment, treatment, storage, and
 51 distribution facilities under the control of the operator of such system and used
 52 primarily in connection with such system.
- 53 (3) 'Customer' means an individual, corporation, partnership, limited partnership, limited
 54 liability company, or other business entity that pays for and receives water service, sewer
 55 service, or both water service and sewer service from a community water system.
- 56 (4) 'Public community water system' means a community water system owned and
 57 operated by a municipality, county, consolidated government, or public authority.

58 (5) 'Reasonable payment arrangement' means a payment plan offered by a community
59 water system that allows a customer to pay past due amounts or currently due amounts,
60 or both, over an extended period of time that would not ordinarily be available to the
61 customer under its agreement with the community water system.

62 46-10-4.

63 (a) A community water system shall:

64 (1) Allow all customers to rescind without penalty any service agreement entered into
65 with such community water system within three days of the customer entering into the
66 agreement;

67 (2) Allow customers to terminate service agreements as provided for in such agreements
68 in writing or electronically by contacting the community water system;

69 (3) Not provide to customers any bills with amounts due based on estimates more than
70 twice in any 12 month period;

71 (4) Not bill any estimated amount in an amount exceeding the customer's average bill
72 amount for the prior 12 months;

73 (5) Accept cash payments for bills;

74 (6) Issue bills within 30 days of meter readings where applicable or otherwise at least
75 quarterly;

76 (7) Not impose any security deposit in excess of \$150.00 for single-family residential
77 customers or in excess of the average billing amount for two months for all other
78 customers; and

79 (8) Not impose any late fee, fee for cancellation, or other punitive fee or penalty in
80 excess of 15 percent of any past due balance 20 days after such balance is due.

81 (b) In addition to the protections afforded by Code Section 36-60-17 and except as may
82 be necessitated by repairs, a community water system shall not disconnect service to a
83 customer unless such customer fails to pay for service from the community water system
84 and shall not disconnect a customer's service for nonpayment of a bill that was not sent to
85 the customer in a timely manner as required by paragraph (6) of subsection (a) of this Code
86 section.

87 (c) Upon a customer's request, a community water system shall offer at least one
88 reasonable payment arrangement in writing to a customer prior to disconnecting such
89 customer's service due to a failure to make payment on a bill.

90 (d) A community water system shall not terminate service to a customer less than 15 days
91 after providing written notice to the customer that service will be terminated.

92 (e) Notwithstanding subsection (b) of this Code section, a community water system shall
 93 not disconnect service to a customer residing in a residential structure under the following
 94 circumstances:

95 (1) When the National Weather Service forecasts that the temperature for the county in
 96 which the customer is located will drop below 32 degrees Fahrenheit for a 24 hour period
 97 beginning at 8:00 A.M. on the date of the scheduled disconnection;

98 (2) When, prior to 8:00 A.M. on the date of the scheduled disconnection, a National
 99 Weather Service Heat Advisory or Excessive Heat Warning is in effect or is forecast to
 100 be in effect by the National Weather Service for the county in which the customer is
 101 located; and

102 (3) When the customer is suffering from a serious illness that would be adversely
 103 affected by the disconnection and the customer provides the community water system
 104 prior written notice of the illness, including a written statement of a licensed physician.

105 (f) Public community water systems shall not have a lien against property served for any
 106 delinquent charges for water or sewer services.

107 46-10-5.

108 (a) Each community water system shall provide to its customers upon request and shall
 109 maintain on a publicly accessible website or otherwise make publicly available the
 110 following information:

111 (1) The process by which rates are determined;

112 (2) The billing interval or intervals utilized by the community water system;

113 (3) The amount of all fees, including fees for delinquent payments, cancellation of
 114 service, and reconnecting to the system, charged by the community water system in
 115 addition to service rates;

116 (4) Contact information including, at a minimum, the addresses of all offices of the
 117 community water system, a website, a phone number during business hours, and a phone
 118 number during nonbusiness hours;

119 (5) Notice of the customer's right to rescind any service agreement entered into with a
 120 community water system within three days of the customer entering into the agreement;

121 (6) Notice of the customer's right to receive from the community water system notice of
 122 termination of service at least 15 days prior to such termination; and

123 (7) A statement that customer security deposits shall not exceed the amount set forth in
 124 paragraph (7) of subsection (a) of Code Section 46-10-4.

125 (b) All bills issued by a community water system to a customer for services rendered shall
 126 include, at a minimum, the following information:

127 (1) The customer's name, billing address, service address, and account number;

- 128 (2) Dates of service for which the customer is being charged, an itemization of all
129 charges, and the due date for payment;
130 (3) Beginning and ending meter reading data and rates; and
131 (4) An explanation of any codes and abbreviations used.

132 46-10-6.

133 (a) A community water system that becomes aware by any means of an error in billing for
134 services or any other error or mistake on the part of such system shall correct the error or
135 mistake within 30 days of becoming aware of such error or mistake. Upon a failure of a
136 community water system to so correct an error or mistake and upon the filing of an action
137 by a customer pursuant to Code Section 46-10-7, the community water system shall have
138 the burden of proving by clear and convincing evidence that the community water system
139 did not act with gross negligence. During any time period in which an appeal or action is
140 pending pursuant to Code Section 46-10-7, the community water system shall not impose
141 a late fee or penalty on any disputed amount nor initiate any action to terminate the
142 customer's service or collect on any past due balance, if the disputed amount constitutes the
143 total amount of the past due balance.

144 (b) In the event that a billing error results in an overpayment by a customer, the
145 community water system shall within 30 days of becoming aware of the error provide to
146 the customer either:

147 (1) A credit to the customer's account equal to the amount of the overpayment by the
148 customer; or

149 (2) A cash refund to the customer equal to the amount of the overpayment by the
150 customer.

151 (c) A community water system shall not require a customer to which it owes a credit or
152 refund pursuant to subsection (b) of this Code section to submit a written request for such
153 credit or refund as a precondition to the community water system complying with the
154 provisions of subsection (b) of this Code section.

155 46-10-7.

156 (a) Except as otherwise provided in subsection (c) of this Code section, a customer shall
157 be authorized to bring an action for a declaratory judgment, civil damages, or punitive
158 damages in the superior court of the county in which any portion of the community water
159 system is located in order for such court to determine whether the community water system
160 has failed to comply with any of the requirements provided in this chapter. Such action
161 shall be brought within the calendar year immediately following the calendar year in which
162 the alleged failure to comply occurs. If the court determines that the community water

163 system failed to comply with the requirements provided in this chapter, such court shall be
164 authorized to enter an order requiring the community water system to remedy such failure
165 within a time period determined by the court and to award any reasonable damages
166 incurred by the customer as a result of such failure. In the event of a showing of gross
167 negligence on the part of the community water system, the court may award the customer
168 court costs, attorney fees, and punitive damages not to exceed \$500.00 per action filed. No
169 action filed pursuant to this subsection shall be filed as a class action.

170 (b) A community water system that is served during any calendar year with one or more
171 actions pursuant to subsection (a) of this Code section shall by January 31 of the following
172 year provide a list of all such actions to the Consumer Protection Division of the
173 Department of Law, which shall provide a report annually no later than February 28 of
174 such year to the House Committee on Energy, Utilities, and Telecommunications and the
175 Senate Regulated Industries and Utilities Committee.

176 (c) Prior to filing an action pursuant to subsection (a) of this Code section, a customer of
177 a public community water system shall make application to the governing authority of the
178 public community water system for an appeal of the customer's grievance or grievances
179 with the public community water system. Within 45 days of receipt of such an appeal, the
180 governing authority shall hold a public hearing to consider the appeal, at which hearing the
181 customer making the appeal shall have the right to present testimony and documentary
182 evidence. After the occurrence of such hearing, or upon the failure of the governing
183 authority to timely conduct such hearing, the customer may file an action pursuant to
184 subsection (a) of this Code section."

185 **SECTION 2.**

186 All laws and parts of laws in conflict with this Act are repealed.