



## CUSTOMER SERVICE POLICY

### CUSTOMER RESPONSIBILITY

1. To establish credit in one of these ways:

(A) Proof of land ownership of the premises to be served.

(B) Acceptable credit references.

(C) Proof of 12 months of good payment history with another utility that provided similar services being requested.

(D) Name a qualified person currently using City of Newton utility services of the type being requested to guarantee payment of bills up to a certain amount.

(E) Pay a cash deposit as prescribed in the most current Schedule of Fees and Charges.

2. Allow City of Newton personnel unobstructed and unrestricted access to property to set up (install) and maintain City owned property and for obtaining meter readings.

3. Pay bills by the due date shown on each monthly bill.

4. Notify the City Customer Service Representative of another person a customer would like to receive any notice of service interruption for non-payment of bills.

5. Notify the City Customer Service Representative if there is someone in the household who is on a life support system.

6. Notify the City Customer Service Representative of questions or complaints about service.

7. Be aware of city-owned property at the customer's home/business and safeguard it.

8. Install, maintain and repair utility systems in the home/business.

9. The City provides utility service for the sole use and convenience of the premises under contract. The customer will ensure that utility service is not given or resold to a neighbor or tenant. All utility services must be in the name of the legal occupant of the property. Legal occupant is defined as the individual(s) to whom the property is rented, leased or sold as evidenced by a deposit receipt, rental agreement or lease, contract for sale or deed. Exception to this policy shall be where the property is rented or leased to a tenant as fully furnished to include utilities. Fully furnished is defined as one daily, weekly, or monthly charge that is not dependent upon fluctuations in bills for utilities. Violation of this policy is a violation of federal and state laws that prohibits the "resale" of utilities without being properly licensed by the appropriate agency and will be cause for immediate disconnection of service.

## **CUSTOMER'S RIGHTS**

1. A customer has a right to request a deposit to be refunded if he/she or they establishes "good credit" as defined elsewhere in this policy, or discontinues service from the City.
2. If the customer is notified of an impending disconnection for non-payment, he/she or they have a right to request an extension designed to prevent interruption of services (discussed in detail in Part Six - Section Five of this policy) according to an agreement made with the City's customer service representative.
3. The customer has a right to request reasonable historic billing and usage information. A fee shall be charged if the request for such information is unrelated to a disputed utility account. Further, the customer may request a meter test. A fee as prescribed in the most current Schedule of Fees and Charges shall be charged if the meter is within accepted tolerances (plus or minus 2 percent). The customer has a right to results of this test.
4. The customer has a right to request a review of any complaint according to the hearing procedure.

## **CITY RESPONSIBILITY**

1. To refund the customer's deposit if required conditions for establishing "good credit" are met.
2. To give written notice before service is interrupted for failure to pay. The notice will explain the reason for disconnection, the date when service will be disconnected and explain how the customer can avoid service interruption. Notices will respect a customer's right to privacy, regarding publication of debt. This notice of service interruption is included on the back of each utility bill rendered. For further information see Section VII, paragraph 3.
3. To avoid disconnection for non-payment during extreme weather conditions as defined elsewhere in this policy.
4. To avoid disconnection for non-payment after 4 p.m., the day prior to a holiday or a weekend.
5. To provide and explain rate schedules, how meters are read, and other additional, reasonable information.
6. To respond to questions or complaints from customers. The City may not agree with the complaint but pledges prompt, courteous, and honest answers.
7. To provide reasonable historic billing and usage information when requested by the customer.
8. To provide energy usage and conservation information.

## **CITY'S RIGHTS**

1. To access the City's utility facilities.
2. To receive timely notice of changes in address, status of utility service, or problems with utility service.

3. To receive timely payment for services delivered to a home/business.
4. The appropriate department of the City is allowed to take action in court regarding equipment tampering or financial delinquencies.

### **OFFICE AND SERVICE HOURS**

1. The City's Customer Service Office is located in the Newton City Hall. This office is open from 8:00 a.m. to 4:45 p.m., Monday through Friday. Routine and regular service work will be performed during these hours, except for holidays.
2. Emergency restoration work is performed 24 hours a day, seven days a week. An involuntary termination due to non-payment is not considered "emergency restoration".

### **REQUEST FOR SERVICE:**

1. Original application for service: Any customer requesting utility services will complete an application and agreement for services. Customers shall request utility service at Newton City Hall Customer Service Office. Application for utility service must be made in person by the individual owner(s) and/or occupant(s) of the property. Occupant(s) will be determined to be the person(s) named in the lease agreement.

The customer will:

- a. provide a photo identification card or drivers license either of which is issued by the State of North Carolina, provide a photo copy of a social security card issued to applicant(s) or a certification issued from the social security administration certifying social security number or Federal Tax ID number in the case of a business account, and
- b. provide deed, deposit receipt, lease agreement or contract for sale; and
- c. sign the application, (if joint application, all applicants must sign).
- d. A separate application will be required if services to more than one service address is requested.
- e. In the case of property owners, a copy of the deed or a tax receipt from the Catawba County Tax Collector's Office to the property must be provided and all owners listed must sign the application.
- f. Any request for utility service at a service location must include all services applicable to the location. Partial services will not be established. Example - A service location that has electric, water, and sewer will not have electric only established. Application fees shall be those identified in the most current Schedule of Fees and Charges for the City.
- g. A applicant for utility service shall pay an initial connection fee for each service located at the service address. Fees shall be those identified in the most current Schedule of Fees and Charges.

Service connections: The City will strive to meet customers' needs for connection of service. Normal connection will be made as follows:

- For service applications received prior to 12:00 (noon), connections will be made prior to 5:00 p.m. on the day of application.

- For service applications received after 12:00 (noon), connection will be made prior to 12:00 (noon) the next business day.

However, certain circumstances or conditions may require up to 24 business hours to connect.

Explanation of Policies: Customers can request a verbal explanation of the City's policies and may obtain a written copy of the guidelines as well.

### **PRIOR DEBTS:**

The City shall not furnish service to an applicant when the applicant or any member of the applicant's household (does not necessarily have to be a family member), who is indebted to the City for service previously furnished; until all indebtedness has been satisfied or satisfactory repayment arrangements have been made.

### **REFUNDING OF DEPOSITS:**

1. Prompt refund: A deposit will be refunded promptly and automatically when service is voluntarily discontinued. All outstanding amounts on the final bill will be deducted from the deposit amount.

2. Residential and business accounts: The City will promptly return the customer's deposit when that customer exhibits good credit. The customer must request, in writing, this refund when good credit has been established.

### **BILLING ADJUSTMENTS**

If the City has inadvertently overcharged or undercharged a customer for utility service, the City will promptly notify the customer and set up a payment process.

### **ADJUSTMENT PERIOD**

1. Should the mistake be in the customer's favor, the City will credit the customer's account with that amount. If the time frame of the mistake can be determined, the City should credit the account for that entire interval, as long as it is not more than two years. If the time frame of the problem cannot be determined, the City should credit the excess amount charged during the previous 12 months. If the exact amount of excess charge cannot be determined, the City should estimate the amount due. If an overcharged customer owes a past due balance to the City, the City may deduct that past due amount from any credit due.

2. If the City has inadvertently undercharged a customer for utility service, the City should collect the amount due in installments over the same amount of time as the mistake upon customer request. If the time frame of the mistake can be determined, the City should collect the amount due for that entire interval, as long as it is not more than two years. If the time frame of the problem cannot be determined, the City will limit its collection period to the 12 months before the mistake was discovered. If the amount of usage cannot be determined, the City will estimate the amount due.

3. If an undercharge has occurred because of meter tampering, the overdue amount shall be immediately due in a lump sum.

4. If an overcharged customer owes the City on another account, the City will apply the credit to that past due account.

### **SEWER ADJUSTMENT**

1. **LEAKS AND WATER LINE BREAKS:** The customer's responsibility is to keep "utility systems" within the home/business in good working order. Therefore the customer must use due diligence in effecting repairs as necessary. Upon discovery or notification of possible leaks, the customer must effect or cause repairs to be made within 7 days. When the City finds the cause of an excessive water/sewer bill is the result of a leak in the customer's plumbing system that (1) was of such a nature and at such a location to not have been detected with the customer's reasonable diligence, (2) did not discharge into the City's sanitary sewer system, (3) and certification is furnished by a person licensed by the State of North Carolina to perform such work or the homeowner, that such leaks were repaired, and the customer request in writing an adjustment, in such case the City shall reduce the billed sewer service by the amount which it exceeds the average bill for sewer service during the preceding twelve month period, provided that complaints must be made prior to the date specified as the cutoff date for nonpayment of water/sewer bills. No excessive sewer bill shall be adjusted for more than three months.

2. **SWIMMING POOLS:** Customers who contact the Customer Service Office prior to filling swimming pools with a capacity of 12,000 gallons or greater, may request a once per year sewer adjustment. City personnel shall obtain a water meter reading prior to commencement of filling the pool and again upon completion. The reason for filling of the pool will determine if a sewer adjustment is warranted. If a pool is drained to prevent cracking or to affect repairs, no adjustment will be granted. If the pool is being "topped off" due to dissipation or splashing an adjustment will be considered. These two (2) examples are provided for illustration purposes only and are not to be considered all inclusive. If an adjustment is warranted, the readings obtained for the filling of the pool will be the basis for the adjustment.

### **SERVICE OPTIONS**

To better serve the needs of customers, the City offers several billing and service options. They are described below. To begin any of these options, please call a Customer Service representative.

- Equal Payment Plan
- Bank Draft
- Drop Box for Paying After Hours
- Medical Alert Program
- Gatekeeper Program

### **PAYMENT OF BILLS**

Bills are due and payable when rendered. You may pay these bills, in person at City Hall, by using the Drop Box provided at City Hall, or by mail. However, it is the customer's responsibility to pay the bill by the due date. The U.S. Postal Service is not responsible for paying your bills. Therefore, if the payment is not received by the due date, appropriate fees will be added. To ensure proper credit, please present your bill to the Collections Clerk for payment.

## **DIFFICULTY IN PAYING UTILITY BILLS**

1. There are a number of organizations within Catawba County which assist persons who are having difficulty in paying their bills:

Such as:

Catawba County Dept of Social Services 828-695-5600

Salvation Army 828-322-8061

Eastern Catawba Cooperative Christian Ministry 828-465-1702

Cooperative Christian Ministry of Greater Hickory 828-327-0979

2. We encourage each customer to seek assistance with paying their utility bills prior to the due date and resulting disconnection.

## **EXTENSIONS OF TIME FOR PAYMENT OF BILLS**

1. Customer Request: All requests must be made by the person(s) (or their authorized, legal representative (must be designated in writing)) in whose name the account is opened.

2. The customer requesting the extension must come into the Customer Service Office and request the extension prior to the scheduled cutoff date.

3. Maximum: Maximum extension will be not more than two (2) calendar weeks from the cut-off date.

4. Valid Reason: The customer will be required to give a valid reason as to why the extension is needed.

5. Agreement: If payment is not made by the specified time, service will be disconnected without further notice.

6. Approval of Extension: An extension is a privilege and may be granted based on customer need and circumstances. An extension will not be guaranteed and may be denied for excessive abuse. Excessive abuse is defined as more than 2 extensions within a running twelve month period. Further, these two (2) extensions shall have a minimum of three (3) full months between each.

7. No customer shall be granted an extension until he/she or they have established six (6) consecutive months of billing history and none of these are in arrears.

## **RETURNED CHECKS**

A \$25.00 service fee will assessed for each return check, each time we present it to your bank for payment.

## **INVOLUNTARY DISCONTINUANCE OF SERVICE**

1. All bills are due and payable when rendered. However, each customer has twenty days from the billing date to remit payment in full without penalty. If any balance is remaining after the twenty days from the billing date, he/she or they shall incur a late penalty of 1.5% of the unpaid balance or \$8.50 which ever is greater. The minimum late penalty to be assessed shall be \$8.50. The customers shall have ten additional days to remit payment or have services involuntarily terminated for non-payment.

In the event that services are terminated for non-payment, services will not be reinstated until all of the following has been accomplished.

(1) Reconnection fee as set forth in the Schedule of Fees and Charges is paid.

(2) All past due balances are paid in full.

(3) All money paid to the City shall be in the form of cash, money order, or certified check.

(4) Customer has placed any additional deposits as required by this policy.

### **RECONNECTION**

When it becomes necessary for the City to discontinue services, service will be restored after payment of (1) all arrears due the City including additional fees and charges required by this policy (2) any deposit as required and (3) any material and labor cost incurred by the City, according to the current Schedule of Fees and Charges (4) disconnection/reconnection fees as set forth in Schedule of Fees and Charges. Payment must be made in cash, certified check or money order.

Reconnections for after hours service will be made under the following guidelines.

1. No more than two time periods will be made available for after hours reconnect service. These time periods to be determined by the Finance Director to allow for scheduling of personnel. However, in no case will after-hours scheduling occur later than 9:00 P.M. Monday through Friday and 3:00 P.M. Saturday, Sunday, and scheduled holidays.

2. Customers desiring after-hours connections shall be required to meet City personnel at the Police Department at the scheduled time to pay the amounts indicated above.