



ADMINISTRATIVE POLICY

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| CITY OF KINSTON, NORTH CAROLINA | DEPARTMENT Public Services |
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| Customer Service Policy | 13 | 1 | 10-22-01 | |

PREPARED BY:

Public Services Business Mgr.

APPROVED BY:

Mayor

The City of Kinston Customer Service Office is open for business between the hours of 8:00 A.M. until 5:00 P.M., and the drive up window hours 7:45 A.M. until 5:00 P.M. Monday through Friday. Service personnel can be reached by calling the City's regular number as listed in the local telephone directory during regular office hours, and during the non-office hours by calling (252) 939-3282 for emergencies.

1.0 Purpose:

1.1 Policy Intent

The intent of this policy is to provide the customer and the employees of the City of Kinston a helpful guide with uniform procedures for providing utility service. The City of Kinston desires to treat its citizens in a fair and indiscriminate manner while recognizing that each customer has distinct needs and requirements. However, this policy is not intended and does not create in favor of any customer procedural or substantive rights which do not otherwise exist in law.

1.2 Copies of Contracts and Policies.

Service applications, contracts, schedules, rates, and copies of service regulations are available at City Hall and will be furnished to the customer on request. City Hall is located at 207 E. King Street. The City's mailing address is Post Office Box 339, Kinston, North Carolina, 28502 for administrative purposes. The mailing address for submitting utility payments is Post Office Box 3049, Kinston, North Carolina, 28502 and the main telephone number is (252) 939-3282.

1.3 Changes

All agreements and contracts for service between the City and its customers, including the rate schedules and these service regulations, are subject to such changes and modifications as may be made and approved by City Council, or otherwise imposed by lawful authority.

2.0. Definitions:

- a. Applicant. Any person, group of persons, association, partnership, firm or corporation requesting from the City electricity, water, rental lights, solid waste disposal or sewage services.
- b. City. The City of Kinston, North Carolina.
- c. Utilities. One or more of the following services:
electricity, water, solid waste disposal, sewage services or rental lights.
- d. Customer. Any person, group of persons, association, partnership, firm or corporation provided utilities by the City.
- e. Delivery Point. The point where the City's facilities for supplying utilities are connected to the customer's facilities for receiving utilities, unless otherwise specified in the agreement with the customer for the purchase of utilities.
- f. Lines. The City's conductors (i.e. wire, pipe, etc.) for supplying and/or the customer's conductors (i.e. wire, pipe, etc.) for receiving utilities.
- g. Owner. The person, group of persons, association, partnership, to be served.
- h. Tenant. The person, group of persons, association, partnership, firm, corporation, or other legal entity lawfully occupying the premises to be served.

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3.0 Application for Utilities Services:

3.1 Application for Service

- a. The City reserves the right to require an applicant, before utilities are delivered, to execute an application or contract for the purchase of utilities in the form prescribed by the City. The City, as a part of the application process, may require that the applicant provide photo identification, social security number or tax identification number, and driver's license number(if applicant is an individual). If the person furnishing the information is not the applicant, that person must show satisfactory proof of his authority to act for the applicant. If the applicant is a tenant he must furnish the name of the owner of the premises to be served, along with a copy of the tenant's lease agreement/rent receipt. When an application is made by a nonresident of the City which necessitates extensive travel to provide required information for the application, the City will make reasonable accommodation for the applicant who can provide proof of credit worthiness. In these cases, mailed-in photocopies or facsimiles will be acceptable and required signatures may be postponed or documents signed the next business day. Other adjustments to procedures may be necessary and will be considered on a case-by-case basis.
- b. The rates, fees, charges, and penalties for all utilities services as determined by the City Council from time to time shall be binding on and be legal obligations of the applicant/customer.
- C. Rates, fees, charges, and penalties for utility service shall be legal obligations of the owner of the premises served when:
 1. the property or premise is leased or rented to more than one tenant and services rendered to more than one tenant are measured by the same meter; and/or
 2. charges made for use of a sewage system are billed separately from charges made for the use of a water distribution system.

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- d. When application is made for premises cohabitated by a married couple, the application shall be in the name of both spouses. If the application is signed by only one of the spouses, that spouse must furnish satisfactory proof of the consent of the other spouse.
- e. Applications for services by builders, contractors, and developers with reliable payment histories may be exempt for the formal application procedures for construction requiring temporary service provided, the City has on file an agreement signed by the customer indicating his/her acceptance of financial responsibility for charges incurred as a result of such agreement. These applications will be accepted via the telephone, when accompanied by location and other relevant data for the services.
- f. Applications for existing services (connects and/or disconnects) will be completed by the end of the next business day, provided all outstanding charges have been paid or satisfactory arrangements made with the Public Services Business Manager or his/her designee. Applicants who require same day services due to extenuating circumstances will be considered on a case by case basis and may be charged an additional fee as provided in the Manual of Fees and Charges.

3.2 Previous Accounts Receivable

- a. The Customer Service Offices will search the City's records to determine if a previous account existed for new applicants. If an account previously existed, and has a balance due the City, the previous balance must be settled in full prior to establishing a new account, or specific written arrangements made to settle the old account.

REPAYMENT OF PREVIOUS ACCOUNTS RECEIVABLE

If a customer has any utility service connected and is later found to have a prior utility debt owed to the City, the Utility Billing and Collection Office will transfer the prior utility debt to the current

account and the customer will be required to make payment on the unpaid balance. Depending upon the amount of the balance owed, the customer may be allowed to make partial payments until the debt is repaid, provided satisfactory written arrangements are made with the Customer Service Representative. The suggested repayment schedule is 50% of the total amount owed and the remaining balance to be paid as follows:

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| For amounts of \$100.00 or less: | 1 payment |
| For amounts of \$100.01 to \$200.00 | 2 equal payments |
| For amounts of \$200.01 or more: | 4 equal monthly payments (minimum payment \$100.00) |

If a member of a household is later found to have a prior utility debt owed to the City, notwithstanding the fact that the prior account may have been established in the name of a member of the household other than the current customer; the current customer must make arrangements to satisfy the outstanding debt. Cases of extreme hardship will be evaluated by the Utilities Business Manager or, his/her designee, and alternate repayment schedules may be established.

- b. When a customer is moving from one location to another location served by the City, the customer must complete the application process and pay any monies owed to the City prior to the transfer of utilities services. Based on the customer's payment history, the customer may be required to update, or furnish a security deposit in the amount as established in the Manual of Fees and Charges.
- c. Prior to connection of service, the customer shall pay a connection fee as set forth in the Manual of Fees and Charges. This fee may be applied to their first bill.

3.3 Who may apply for service

Only the Owner(s) or Tenant(s) can apply for utility service with the City. As previously set forth, the City requires proof the applicant is the Owner or the Tenant of Record. If service has been disconnected for non-payment or meter tampering, the City may require the new applicant to sign an affidavit attesting to the fact that the previous tenant is no longer living in the residence.

4.0 Selection of Rates:

- a. The City, upon request, will provide any customer with a copy of the rate schedules and terms and conditions under which each utility service is supplied.

- b. The City, through consultation with the customer, will select the appropriate rate schedule of those available, under which the customer will be billed for each utility service. Any customer who believes he/she is being billed under an inappropriate rate schedule may appeal to the Customer Service Supervisor. See Section 17.0 of the Electric Service Regulations Manual for Large General Service customers.
- c. When a customer notifies the City in writing of changes in the customer's operating conditions or other factors which may affect the selection of the rate schedule, an investigation will be made by the City and the customer will be advised if a change in the rate schedule is appropriate.

5.0 Metering :

- a. Purpose. When meters are installed by the City to measure utility services used by its customers, all charges for units consumed, except certain minimum charges, shall be calculated from the readings of such meters.
- b. Location. All metering devices installed for the purpose of metering utility service shall be located on the exterior of structures, easily and safely accessible by City personnel, for reading and servicing. Location of metering facilities will be approved by the Public Services Department. (See Section 5.0 Electric Meters, Electric Service Regulations Manual and Chapter 9 Section 8 of the City Code of Ordinances.)

When a customer remodels, improves, or makes other alterations to a structure requiring movement of an external meter, the customer shall bear all costs associated with the relocation of the meter to an alternate location, to be approved by Public Services, so as not to render the meter inaccessible for reading and servicing.

All utility metering devices installed inside structures for the purpose of metering utility service prior to the implementation of this Customer Service Policy shall be relocated at owner's expense to a location on the exterior of the structure to a location approved by Public Services upon the occurrence of any of the following events:

1. Occupancy Change. When a building, regardless of use, becomes vacant, the owner of such building shall cause the utility meter to

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be relocated to the exterior prior to service being provided to the new occupant.

2. Improvements. When an owner proposes alteration, repairs, or improvements to a structure, the owner shall cause any interior utility meter to be relocated to the exterior as a condition to continued utility service. If metering devices are made inaccessible, the City shall have the right to disconnection of service, after proper notification by the City to the owner.
3. Exceptions. The City Manager or his/her designee, is authorized to make reasonable exceptions to this policy when City personnel have been denied access to any meter for reading or servicing:
 - a. because of the location of the structure on the lot, there is not a location on the exterior where the meter could be located without encroaching onto another owner's property, or
 - b. when a single owner has multiple structures on the same premises, such as a planned building group; provided, however, the City Manager, or his/her designee, shall develop an agreement with the owner providing for the planned relocation of the utility meters in lieu of using the change of occupancy criteria as stated above, or
 - c. in the case of malls, commercial shops, or other groups of structures with common walls and roof, but requiring separate meters, the customer shall provide a suitable indoor location which meets all of the City's requirements for reading, testing, servicing, accessibility, and safety.

6.0 Meter Reading:

- a. It is the City's policy to read every utility meter each month. The reading dates are scheduled to fall within the same weekly period each month. The City will strive to maintain a billing cycle of not less than 25 days nor more than 35 days in the billing period. When a connection of service has been made within 10 days of the next reading date, a bill will not be rendered until the following month.

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- b. The City reserves the right to estimate usage when extenuating circumstances prevail. However, it shall be the policy of the City not to estimate an account for more than two

(2) consecutive months, unless unavoidable.

- c. Because a number of meters are located inside dwellings and businesses, if the meter reader cannot gain entry, a returnable card requesting the customer read his own meter will be left on the premises. If the card is not returned, the meter will be automatically estimated.
- d. Because the metering system is based on “continuous read” meters, estimating consumption for one month will not affect total consumption over a two month period.
- e. A customer may request a rereading of his meter. If it is determined an error has been made, an appropriate adjustment to the billing will be made and a corrected statement mailed to the customer.

7.0 Customer Deposits:

7.1 Deposit Requirement

The City may require a customer to make an initial deposit, based on the current Manual of Fees and Charges, as a guarantee of payment for utilities used. The City may allow customers to provide alternate guarantees of payment or proof of credit worthiness in lieu of the required deposit.

7.2 Residential Customer Deposits

- a. Residential customers moving into their own permanent or manufactured homes located on land owned by them may not be required to provide an initial deposit at the time of application for service. However, where City records indicate the applicant’s utility bill payment history at any previous residence on the City’s system was determined to be “not good” as defined in Section 9 of this policy, the initial deposit required shall be same as for rented dwellings. The deposit may be refunded after 12 continuous months of good payment history; by crediting the deposit amount to the customers utility account. The City reserves the right to hold deposits for longer than 12 months if it deems ‘necessary. No interest will be paid on

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deposits held by the City. Requirements for deposits are listed in the Manual of Fees and Charges.

- b. Residential customers moving into rented dwellings, houses, apartments, or manufactured homes shall pay an initial deposit at the time of application for service. (See Manual of Fees and Charges). Customers who provide a letter of credit reference from their previous utility provider may be exempt from this requirement. However, as with owner-occupants, if a customer's payment record deteriorates, a security deposit may be required for continued utility service.

7.3 Commercial/Non-profit/Industrial Customer Deposits

- a. Commercial and industrial customers shall, at the time of application for service, pay a deposit as specified in the Manual of Fees and Charges.
- b. In lieu of a cash deposit, commercial and industrial customers may provide the City with an irrevocable bank letter of credit or with a surety bond in the amount of the specified deposit, issued by an insurance company or bank authorized to do business in North Carolina.
- c. Non-profit organizations are considered as commercial customers and require a deposit for service as specified in the Manual of Fees and Charges.

7.4 Deposits and Service Disconnect

- a. Notwithstanding the initial deposits specified in the above sections, any customer whose payment history becomes "not good" as defined in Section 9 shall pay such deposit as is required in the Manual of Fees and Charges to protect the City from loss of revenue. These deposits shall be held and refunded only as stated in this policy. Within ten days of written notice, any customer who fails to make required deposits or provide surety bonds when specified shall be subject to disconnection of service until such deposit has been made or surety bond provided.

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- b. Any customer whose service has been disconnected because the meter, wires, or other apparatus serving their residence or business has been tampered with in any manner shall pay such deposit as required to protect the City from loss of revenue, in addition to penalties and re-connection fees. Such customer may also be subject to any civil or criminal penalties as may be imposed by City, State, or Federal laws or regulations.
- c. Any present customer without a deposit on file, or whose deposit is less than the deposit required hereunder, and whose service is involuntarily terminated for either non-payment, returned check, meter tampering or other such reason, will be required to pay a deposit or update an existing deposit as specified above prior to reconnection of service.

8.0 Payment Requirements for Utility Services:

8.1 Utilities Bill Payment Delinquency Cut Off

Utility bills shall be mailed to each customer once each month and are due and payable when received. Twenty (20) days after the billing date, the bills are considered delinquent and a service fee is assessed. Unless payment is then made, service will be subject to disconnection ten (10) days after the delinquent date. When the due date falls on a weekend or holiday, the next working day will be considered as the due date.

The City shall use the United States Postal Service to distribute utility bills. Any customer who fails to receive a billing is not relieved of payment responsibility and should contact the City to determine the amount of said billing prior to the delinquent date. If payment is received past the close of business on the due date, a penalty will be applied according to rates established in the Manual of Fees and Charges.

8.2 Payment Extension Agreement

An extension will be made on utility payments if a customer has made arrangements with the City and has signed a Payment Extension Agreement approved by the Customer Service Representative. All requests must be made by the tenant of record or homeowner. No more than three (3) payment extensions will be granted in a twelve (12) month period. These extensions may not be consecutive. The City has the right to grant more than three extension requests if it determines it would be in the City's interest to do so.

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Each customer's credit history shall determine the terms of extension which will be granted, based on the customer's previous 12-month credit history. In no instance will the extension be for longer than ten (10) calendar days from disconnection date, unless in the City's judgement extenuating circumstances apply.

If payment is not made as agreed to in the Payment Extension Agreement, service will be discontinued without further notice, and all payments, including any disconnect and reconnect charges, will have to be received before reconnecting service.

8.3 Place of Payment

Bills are payable at the Collection Office of the City. Payment shall be made without regard to any alleged counterclaim by the customer.

8.4 Application of Payment

The City reserves the right to apply any payment or payments made by the customer in whole or in part to any existing or previous account due the City by the customer in connection with the furnishing of utility services.

8.5 Payment Arrangements

Only questions of proper billing will be considered for payment arrangement. Any customer disputing the correctness of the bill shall have the right to a hearing as stated in Section 14. Requests for delay or waiver of payment will not be considered except under the requirements specified in Section 14.

8.6 Payment Arrangements by Social Service Agencies

The City recognizes that, due to financial hardship or other circumstances, customers may sometimes require the assistance of social service agencies to pay their utility bills. The City reserves the right to modify the above payment requirements so that social service agencies or other recognized community service agencies may be allowed to assist customers.

9.0 Credit History:

- a. The City will maintain a payment record on all customers based on historical payment of utility bills. A customer's payment history shall be classified "good" providing the customer has been assessed no more than two (2) late penalties during the prior twelve (12) months. The customer's payment history shall be classified as "not good" if the customer has appeared on the cut-off list, though not necessarily cut off, or has had one check or bank draft not honored by the bank on which it is drawn in a prior twelve (12) month period.
- b. The cut-off list will be prepared by the City for each billing cycle from customers who fail to pay utility accounts within thirty-two days of the billing date.
- c. Release of information. The City will furnish information regarding a customer's payment history only upon the written request of the customer.

10.0 Returned Checks:

- a. When a customer's check is returned by the bank on which it is drawn because the bank will not honor it, for any reason, the customer will be notified by mail that the check was not honored and that service will be terminated on a specified date unless acceptable payment is made.
- b. On the first occasion a check is returned, the customer will be given five (5) days working days after notice is mailed in which to make the check good or make another acceptable form of payment. After receipt of one or more returned checks within a previous twelve (12) month period, notification will be given that the City will require payment to be made in the form of cash, money order or cashiers check. After twelve (12) months of good payment history, the customer will again be allowed to submit payment with a personal check. If a customer's utility service has been terminated for nonpayment and payment for restoration is made with a check which is subsequently returned, service will be terminated without notification.
- c. When a customer has a check returned, a service fee will be applied in addition to any other charges and fees (See Manual of Fees and Charges).

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11.0 Alternative Forms of Payment:

11.1 Direct Draft

The City provides a convenient program to allow a customer's utility bill to be drafted from his/her checking account or credit card account. At the customer's option, the City will draft his/her checking account each month for the amount of his bill. The draft will occur on the due date of the bill. The customer will still receive a copy of his/her bill.

By authorizing the draft, a customer does not waive his/her right to contest a bill or to receive a correction for a billing error. The correction will be made in the form of a refund, a credit, or a charge to the account. If the draft is dishonored due to insufficient funds, the same remedies the City has under Section 10 regarding returned checks shall apply.

12.0 Budget Billing Program:

- a. The purpose of Budget Billing is to spread the cost of utility services evenly, on a monthly basis, over an annual period. This program is designed for those customers who wish to ease the impact of seasonal billings and level their monthly payments. Budget Billing does not raise or lower the annual utility billings. It allows the customer to plan ahead by establishing a fixed monthly payment amount.
- b. This program is available only to residential customers with good payment history. Both outstanding and current balances must be paid before the first Budget Billing due date.
- c. The Budget Billing amount will be calculated by the City based on the customers prior twelve (12) months usage history.

* If a 12 month billing history is not available, the City will estimate the annual billing. Customer must have a minimum of six (6) months payment history prior to being placed on Budget Billing.

The City will monitor each account and reserves the right to adjust the Budget Billing amount, should actual billings differ substantially from estimated billings.

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- d. The twelfth month of the Budget Billing is settlement billing month. That month's billing will reflect either an additional payment or a credit issued to the account to balance all billings for the year with all payments made during the year. Should the required payment be more than the monthly Budget Billing payment, the customer must pay the additional amount. Should Budget Billing payments exceed annual billings, the excess (credit) will be refunded to the customer.

The City reserves the right to adjust the Budget Billing amount by whatever percentage increase is imposed upon the City by a rate increase from its utility suppliers.

- e. A customer may discontinue use of the Budget Billing Program by written request at any time.
- f. Should a budget Billing account become delinquent, the entire balance may be declared due and payable, and the account no longer eligible for the program.

13.0 Discontinuance of Service:

13.1 Voluntary Discontinuance of Service

In order to insure discontinuation of services at a time requested by the customer, advance notice to the City is required. When a customer desires to discontinue service, notice must be given to the City at least twenty-four (24) hours in advance on a normal business day. The customer will be responsible for all services consumed up until the time the services are disconnected by the City. At no time will a request for service disconnection be taken without a specified date for the services to be disconnected.

13.2 Involuntary Discontinuance of Service

- a. The City reserves the right to discontinue furnishing utility services to a customer at any time and without notice, upon the occurrence of any one or more of the following events:
 - 1. Whenever the City has reasonable cause to believe the customer is receiving utilities without paying for them, or that the City's meters, lines, or other apparatus have in any manner been tampered with;
 - 2. Whenever, in the City's opinion, the condition of the

customer's lines, equipment and appliances are unsafe or are unsuitable for receiving services, or pose a potential safety and/or health hazard to the City's property, personnel, or to the public;

3. Whenever the City determines that the customer's use of utilities or equipment interferes with or may be detrimental to the City's utilities systems or to the supply of utilities by the City to any other customer;

4. Whenever utilities that are being furnished with a line that is not owned or leased by the City is either not in a safe and suitable condition or is inadequate to receive utilities;

5. Whenever the customer has denied an authorized City Representative access to the City's meters, wires, or other apparatus installed on the customer's premises;

6. Whenever it is necessary to prevent fraud upon the City;

7. When payment for utility bills has not been received by the date specified in Section 8; or

8. When a bankruptcy petition has been filed, bankruptcy laws require that the City not alter, refuse or disconnect service based solely on the basis of the bankruptcy proceedings or on the customer's failure to pay for pre-bankruptcy service, however, the City may terminate a bankrupt debtor's service if it is not provided adequate assurance of payment (a deposit or other security) for future services within 20 days after the date of an Order for such relief. If the debtor gives adequate assurance of future payment for services, the City may not terminate the debtor's electric service for pre-petition debts.

9. Whenever the City Council or its designated official has determined and found a certain premises to be a nuisance pursuant to the General Statutes of North Carolina or has found the premises to be unfit for habitation and ordered repaired, demolished or boarded pursuant to its Minimum Housing Code or other State law.

- b. If a customer is receiving service at more than one location, service at any or all locations may be discontinued if bills, for service at any one or more locations are not paid within the time specified in Section 8.

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- c. The City will discontinue the supply of utilities to a customer whenever requested by any public authority having jurisdiction.
- d. The City reserves the right to discontinue the supply of utilities under any of the above conditions irrespective of any claim of a customer pending against the City, or any amounts of money on deposit with the City as required in Section 7.
- e. Whenever the supply of utilities is discontinued in accordance herewith, the City shall not be liable for any damages, direct or indirect, that may result from such discontinuance.
- f. In all cases where the supply of utilities is discontinued by reason of violation of any of the provisions hereof or of any agreement with the City for the purchase of utilities by the customer, there shall then become due and payable, in addition to the bills in default, an amount equal to the monthly minimum charges for the unexpired term of the agreement, not as a penalty, but in lieu of the income reasonably to be expected by the City during the unexpired term of the agreement.
- g. As a general rule, the City will not disconnect a customer's utility service after 4:00 P.M. on a Friday. However, in certain instances in which a service presents a hazardous, life threatening, or otherwise undesirable condition, the City reserves the right to discontinue utility service at any time (as stipulated earlier in this section).

13.3 Disconnection during extreme weather

The City will not disconnect service for non-payment of any bill when the safety and well-being of a customer may be at risk. Disconnections for non-payment may not be conducted on any extremely cold winter day or extremely hot summer day.

An extremely cold day is defined as a day during which the temperature is expected to remain below 32 degrees Fahrenheit all day. An extremely hot day is defined as a day during which the temperature is expected to remain above 95 degrees fahrenheit all day.

If a customers's bill remains unpaid on the next business day following an extremely hot or cold, disconnection for non-payment may then occur. A delay in disconnection for non-payment does not preclude the City from disconnection at a future date and does not waive a customer's liability for payment of all bills and fees.

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A customer is encouraged to contact the City in advance of disconnection to make payment arrangements.

14.0 Customer's Rights Prior to Discontinuance of Service:

- a. It is the policy of the City to discontinue utility service to customers by reason of nonpayment of bill without notice.
- b. If any customer disputes the accuracy of his/her bill, he/she has a right to a hearing at which he/she may be present in person or represented by any other person of their choosing and may present, orally or in writing, his/her complaint and contentions.
- c. Any customer desiring a hearing shall contact the Customer Service Office at City Hall, 207 E. King St., Kinston, North Carolina. Hearings are held between the hours of 8:15 A.M. and 4:30 P.M., Monday through Friday. The Public Services Business Manager or his/her designee is authorized to make a final determination of the complaint and is to order whether or not the service is to be continued.

15.0 Reconnection of Utility Services:

- a. If utility services have been discontinued for any of the reasons covered by Section 14, "Discontinuance of Service," the City shall have five (5) working days in which to reconnect the customer's service after the conditions causing discontinuance have been corrected.
- b. If utilities have been discontinued because of improper use, or if in the City's opinion, its meters, lines or other apparatus have been tampered with, the City may refuse to reconnect the customer's service until the customer has complied with the following:
 1. paid all outstanding utility charges to date;
 2. paid to the City an amount estimated by the City to be sufficient to cover the utilities used but not recorded by the meter and not previously paid for, plus any reconnection and/or meter tampering fees, plus any actual cost of damages to City apparatus; and/or
 3. make such changes in lines or equipment as may, in the opinion of the City, be proper for its protection.

- c. If utility service has been discontinued by the City at the request of any public authority having jurisdiction, the customer's service will not be reconnected until authorization to do so has been obtained from the public authority.
- d. In case of discontinuance of service for any reason except for repairs or other necessary work by the City, the customer shall pay the City a reconnection fee before service will be restored. Applicable reconnect charges are summarized in the Manual of Fees and Charges.
- e. In the event the customer's premises are destroyed by fire or other casualty, or the operation of its facility is shut down because of strike, fire, or other causes beyond the customer's control, resulting in a complete cessation of the use of service, then upon written notice by the customer to the City within five days thereafter, advising that the customer intends to resume service as soon as possible, any minimum charge or guarantee for which the customer may be liable will be waived during the period of such cessation, and the term of the contract shall be extended for a corresponding period. In all other instances, the agreement for service shall terminate.
- f. When it becomes necessary for the City to discontinue utility service for any reason, service will be reinstated only after payment of all previous unpaid utility bills and any deposit required by Section 7. Applicable penalties and any reconnection fee in effect at the time of discontinuance of service must also be paid before service will be restored.

16.0 Adjustments to Prior Billings:

16.1 Method of Adjustment

Whenever it is found that the metering apparatus has not registered the true amount of utilities which have been used by the customer, billing adjustments will be made as follow:

- a. Overcharge. Amount of overcharge will be refunded to the customer for a period, not to exceed twelve (12) months. Usage and demand (when applicable) will be estimated if exact usage cannot be determined.

b. Undercharge. The City can collect any deficient amount for a period of up to twelve (12) months preceding the billing date when the error was discovered. If exact usage cannot be determined, usage and demand (when applicable) will be estimated.

16.2 Circumstances Beyond Customer’s Control

If, during the term of an agreement for furnishing utilities to a customer, the customer is unable to operate his facilities, in whole or in part, because of accident, act of God, fire or other casualty occurring at the location where utilities are supplied, the charge for units during the period reasonably necessary to correct any such conditions may, in the City’s discretion, be reasonably adjusted in accordance with all pertinent facts and conditions.

16.3 Appeals Process

Any customer who believes an error has been made in an account balance or the amount of a bill shall have a right to appeal a decision regarding such matter as follows:

| | |
|---------------|---|
| First Appeal | To the Customer Service Representative |
| Second Appeal | A scheduled appointment with the Customer Service Supervisor |
| Third Appeal | A scheduled appointment with the Public Services Business Manager |
| Fourth Appeal | A written request to the City Manager or his designee |

17.0 Requests for Meter Tests:

Meter tests requested by customers will be made in accordance with the following.

a. The City will test each of the customer’s meters for accuracy upon request once per calendar year. These tests will be charged to the customer in the amount specified in the Manual of Fees and Charges

b. Meters in service may be tested by the City, or any other lawfully constituted authority having jurisdiction. When, as the result of such test, a meter is found to be no more than two (2%) percent fast or slow, no adjustment will be made in the customer’s bill. If the meter is found to be more than two (2%) percent fast or slow because of incorrect calibration, the City will rebill the

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customer for the correct amount as calculated for a period of such inaccuracy but for not more than the preceding twelve (12) months and refund the fee paid for the test.

- c. The customer, or his representative, may be present when his/her meter is tested.
- d. Upon request, a written report of the results of the test will be made available to the customer within ten days after the completion of the test.
- e. Should the meter be found to exceed the allowable limits as set forth in Section 16.1 (b) the meter testing fee will be refunded in the form of a credit on the next bill following meter test completion.

18.0 Meter Tampering:

18.1 Tampering with utility meters is prohibited by N.C. General Statute 14-151.1. This statute provides as follows:

“It shall be unlawful for any unauthorized person to alter, tamper with, or bypass a meter or load management device which has been installed for the purpose of measuring the use of electricity, gas, or water, or bypassing a meter provided by an electric, gas, or water supplier for the purpose of measuring and registering the quantity of electricity, gas or water consumed.

Any meter or service entrance facility found to have been altered, tampered with or bypassed in a manner that would cause such meter to inaccurately measure and register the electricity, gas, or water to be diverted from the recording apparatus of the meter shall be prima facie evidence of intent to violate and of the violation of this Section by the person in whose name such meter is installed, or the person or persons so using or receiving the benefits of such unmetered, unregistered, or diverted electricity, gas or water.

It is unlawful for any unauthorized person to reconnect electricity, gas, or water connections or otherwise turn back on one or more of those utilities when they have been lawfully disconnected or turned off by the provider of the utility.

Any person violating any of the provisions of this Section shall be guilty of a misdemeanor and upon conviction thereof shall be fined not

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more than five hundred (\$500.00) dollars or imprisoned not longer than two (2) years, or both fined and imprisoned, in the discretion of the court.

Whoever is found in a civil action to have violated any provision hereof shall be liable for the electric, gas, or water supplied in triple the amount of losses and damages sustained or five (\$500.00) hundred dollars, whichever is greater.

Nothing in this act shall be construed to apply to licensed contractors while performing usual and ordinary services in accordance with recognized customs and standards”.

The minimum penalty for meter tampering shall be according to the Manual of Fees and Charges.

19.0 Customer’s Responsibilities:

a. The customer shall be responsible at all times for the safekeeping of all City property installed on the customer’s premises, and to that end, shall give no one, except authorized City employees, access to such property.

b. The customer shall be liable for the cost of repairs or damage to the City’s property on the customer’s premises resulting from negligence or misuse by other than City employees.

c. Utilities are supplied by the City and purchased by the customer upon the express condition that once utilities pass the delivery point they become the property of the customer to be used only as herein provided. The City ‘shall not be liable for loss or damage resulting from the presence, character or condition of the lines or equipment of the customer, or for the inspection or repair thereof.

d. The customer shall be responsible for the maintenance and repair of the customer’s lines and equipment. Should the customer report trouble with the supply of utilities, the City will respond to such call with the purpose only of correcting such trouble as may be in the City’s equipment supplying the customer. The City assumes responsibility only for the action of its employees in connection with property owned by the City.