

# **TOWN OF WEAVERVILLE**



## **CUSTOMER SERVICE POLICY**

**ADOPTED: APRIL 16, 2012**

**Contents**

AUTHORITY ..... 3

OVERVIEW ..... 3

APPLICATION OF THIS POLICY ..... 3

CUSTOMER’S RESPONSIBILITY ..... 3

CUSTOMER’S RIGHTS ..... 4

TOWN’S RESPONSIBILITY ..... 4

TOWN’S RIGHTS..... 5

ESTABLISHING SERVICE ..... 5

    OFFICE AND SERVICE HOURS ..... 5

    REQUEST FOR SERVICE ..... 5

    CUSTOMER DEPOSITS ..... 6

    BILLING INFORMATION FOR CUSTOMERS ..... 6

    WATER TAPS/CONNECTIONS ..... 7

    BILLING ADJUSTMENTS ..... 7

PAYMENT OF UTILITY BILLS ..... 7

    REGULAR PAYMENT OPTIONS..... 7

    AFTER HOURS PAYMENT OPTIONS ..... 8

    AUTOMATIC BANK DRAFT PLAN..... 8

    EXTENSIONS OF TIME FOR PAYMENT OF BILLS ..... 8

    RETURNED CHECKS ..... 9

MEDICAL ALERT PROGRAM..... 9

DISCONTINUING SERVICE ..... 9

    TRANSFER OF SERVICE ..... 9

    CLOSING A UTILITY ACCOUNT ..... 9

    TERMINATION OF SERVICE..... 9

    CUSTOMER’S RIGHTS PRIOR TO DISCONTINUANCE OF SERVICE ..... 10

    INVOLUNTARY DISCONTINUANCE OF SERVICE..... 10

RECONNECTION ..... 11

METERING GUIDELINES ..... 11

    METER READING ..... 11

    METER TAMPERING..... 12

    COLLECTION OF GARBAGE, REFUSE, RECYCLING, AND RUBBISH..... 12

PROFANE, INDECENT, AND THREATENING CALL ..... 12

AMENDMENTS TO THE POLICY ..... 13

## **AUTHORITY**

The enactment of this policy requires the approval of the Town Council. As fee schedules, rates and other specific policies are updated, it will be the responsibility of the Town Manager to make sure the policy manual is revised.

The Town Manager or his/her designee is authorized as the hearing officer for customers. He/She is authorized to hear concerns and complaints, settle disagreements and reconnect any customer disconnected for non-payment while the concern is investigated, if he/she deems necessary. Hearings are addressed on pages 11-12 and in Section 30-33 of the Code of Ordinances of the Town of Weaverville (the "Town's Code").

All grievances must be heard and addressed by the hearing officer prior to an item appearing before the Town Council.

## **OVERVIEW**

Employees of the Town have been empowered and well-trained to use this policy to deliver high quality service to customers. Employees are expected to deal with each decision with empathy and understanding, listening carefully to the needs and requirements of individual customers. Ultimately, the Town Manager accepts responsibility as the final authority on this policy.

## **APPLICATION OF THIS POLICY**

1. This policy applies to every customer or applicant for utility service. Copies of this policy are available at Town Hall and on the Town's website [www.weavervillenc.org](http://www.weavervillenc.org).
2. This policy may be revised, amended, supplemented, or otherwise changed from time to time by action of the Town Council. Customers are encouraged to seek answers to any questions by calling the Town offices.
3. These policies are part of all oral and written agreements for providing and receiving utility service from the Town.
4. This policy supplements the regulations of the Town's water system set forth in Chapter 30 of the Town's Code.

## **CUSTOMER'S RESPONSIBILITY**

1. Allow utility department personnel access to property to setup and maintain service.
2. Pay bills by the due date shown on each monthly bill. If customers do not receive a bill, it is their responsibility to contact the Town to get the amount of their bill.

3. Notify the utility department if there is someone in the household who is either chronically or seriously ill, or on a life support system, where they need consistent water supply. Notification shall include verification in writing from a medical doctor and be updated in January of each year.
4. Notify the utility department of questions or complaints about service.
5. The Town provides utility service for the sole use and convenience of the premises under agreement. The customer will ensure that utility service is not given or resold to a neighbor. Violation of this policy will be cause for immediate disconnection of service.

## **CUSTOMER'S RIGHTS**

1. The customer has a right to request, free of charge, historic billing and usage information.
2. If the customer is dissatisfied with their utility usage, a recheck of the meter reading may be requested. A fee of \$25.00 will be charged if the customer requests more than three (3) rechecks within a twelve (12) month period during the fiscal year. However, if this service discloses that the meter was read in error, no charge will be made.
3. If a utility department employee cannot find any reason for usage changes, the customer may request a meter test. A fee of \$40 will be charged for each request if the meter is within accepted tolerances (plus or minus 2%). The customer has the right to the results of the test. If the meter is found to be faulty, no charge will be made.
4. The customer has a right to request a review of any complaint according to the hearing and appeal procedures set forth in section 30-33 of the Town's Code.

## **TOWN'S RESPONSIBILITY**

1. To provide prompt, professional and courteous service.
2. To apply the customer's deposit to their account after the final bill reading and final bill calculations or to refund the deposit on residential accounts after 12 months of on time payments.
3. To provide and explain rate schedules, how meters are read, and other additional, reasonable information.
4. To provide historic billing and usage information when requested by the customer.
5. To provide conservation information.
6. To provide equal treatment to all customers.
7. To operate the utility system in an efficient manner.

## TOWN'S RIGHTS

1. To access the Town's facilities at any time.
2. To receive notices of changes in address, telephone number, status of utility service, or problems with utility service immediately.
3. To receive timely payment for services delivered to a customer.
4. To discontinue service for non-payment, returned check, or returned automatic bank draft payment or for any other reasons allowed by law.
5. To take legal action regarding equipment tampering or financial delinquencies.

## ESTABLISHING SERVICE

### OFFICE AND SERVICE HOURS

1. The Town's Finance Department is located at 30 South Main Street in Weaverville Town Hall. The Town Hall is open from 8:30 AM to 5:00 PM, Monday through Friday. Routine and regular service work will be performed during these hours, except for holidays and during inclement weather.
2. The Town will only establish service in the name of the property owner. Service will not be established in renter's names.
3. Emergency restoration work is performed 24 hours a day, seven (7) days a week. For after-hours utility emergencies, please call (828) 645-0606 EXT: 420. Leave a message and your call will be returned.
4. For customer convenience, the Town has an after hour's depository located in the back of Town Hall. Billing stubs should be enclosed with payments to insure the appropriate credit on the account. Please do not deposit cash into the drop box.

## REQUEST FOR SERVICE

1. Original application for service-Any customer requesting service will complete an application and agreement for services. The customer will provide:
  - a. Name
  - b. Driver's License or other Government issued Photo ID
  - c. Telephone Number
  - d. Service Address
  - e. Billing Address
  - f. If property will be rented or leased
  - g. Effective Date
  - h. Signature on the application

2. Account Deposit- A customer will pay an initial deposit according to property location and size of meter connection. See chart under customer deposits.
3. Service Fee: At the time that service is requested, each customer shall pay a non-refundable service fee of \$25.00
4. Non-residential Accounts- Accounts established for non-residential service will require the same information as listed above and a signature by an officer of the corporation, or a responsible person (owner, manager, etc). That person accepts the personal responsibility for payment of the account.
5. Account information changes- Any changes of account information, mailing address, account name, etc should be made in writing or in person by the account holder to prevent any errors.
6. Service Requests for All Utilities- Any request for utility service will include water, and garbage, if these services are already established at the requested location.
7. Place of Application- Customers may request utility service in person at Town Hall.
8. Time of Application- The Town will strive to meet the customer's needs for connection of service. Normal connection will be made within 24 hours of request.
9. Explanation of Policies-Customers can request a verbal explanation of the Town's policies and may obtain a written copy of the guidelines as well.
10. Welcome Packet-The Town may give each new customer brochures that include information about the utility service.

## **CUSTOMER DEPOSITS**

All customers will be required to pay a deposit in accordance with the schedule of rates and fees as adopted by the Town Council.

## **BILLING INFORMATION FOR CUSTOMERS**

1. Bills are mailed on the last working day of each month. If the customer does not receive a bill, it is their responsibility to contact the billing department to get the amount of their bill by calling (828) 645-7116 EXT: 221 or 222
2. The bill is payable by the 20<sup>th</sup> of each month and is considered past due if payment is not received by the due date. A 1.5% late penalty will be assessed on the water balance due on the 16<sup>th</sup> of each month. When the due date falls on a weekend or holiday, the next working day will be considered as the due date.
3. All active utility accounts will receive a minimum bill each month as long as service is provided regardless of usage.

4. Service is scheduled to be disconnected if payment is not received by 5:00 PM on the 10<sup>th</sup> day after receipt of the 2<sup>nd</sup> notice.
5. A door tag will be distributed to the household on the 11<sup>th</sup> day and the water will be shut off if payment is not received by 12:00 p.m. the following day.
6. You may drop the payment off in the drop box on the 10<sup>th</sup> day after hours if necessary.

Pursuant to N. C. Gen. Stat. sec. 14-151.1, any person found to have violated any of its provisions shall be liable to the Town for triple the amount of losses and damages sustained or \$500, whichever is greater.

## **WATER TAPS/CONNECTIONS**

Water taps and connections to the system will be made in accordance with the provisions of Chapter 30 of the Town's Code of Ordinances.

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## **BILLING ADJUSTMENTS**

1. In the event there is a break or leak in the water line after the water passes through the customer's water meter, then the customer shall pay the cost to repair the break or leak and shall pay the following:
  - a. If the customer takes prompt action to repair the break or leak, then for the billing period including the time of the leakage, the Town will calculate the customer's average bill for the previous six months. The customer will be responsible for half of the difference between the high bill and the customer's average bill.
  - b. If the customer fails to take prompt action to repair the break or leak, then the customer shall pay for the full amount of water usage shown on the customer's water meter.
  - c. The Town will adjust the MSD sewer bill on the same basis as it adjusts the water bill. If a customer desires a larger adjustment from MSD for some unusual circumstance, i.e. filling a swimming pool, then the customer must contact MSD.

For the purposes of this policy, "prompt action" shall mean repairing the water line break or leak within seven days after the time the leak is discovered or should have been discovered using reasonable care. A customer will be deemed to have taken prompt action if the break or leak is repaired within ten days after the Town mails to the customer the water and sewer bill for the period during which the break or leak occurred. The Town may require the presentation of a paid receipt for parts and/or labor indicating the date of completion of repairs.

## **PAYMENT OF UTILITY BILLS**

### **REGULAR PAYMENT OPTIONS**

The Town offers several different options for customers to pay their utility bills.

1. Customers may pay by cash, check, or debit card (75 cent charge for debit card) by coming to the Town Hall, 30 South Main Street.

2. Customers may mail their check in with the stub from their bill to PO Box338, 30 South Main Street Weaverville, NC 28787
3. Customers may sign up for their bank account to be automatically drafted each month for the total amount due.
4. Customers can have their personal bank send a check to the Weaverville Town Hall.

## **AFTER HOURS PAYMENT OPTIONS**

For the customer's convenience, the Town offers a drop box located behind Town Hall, 30 S Main Street.

## **AUTOMATIC BANK DRAFT PLAN**

1. Automatic bank drafts offer customers the option of having their bank accounts drafted on a set date of the month. This relieves the customer from having the possibility of lost or late payments and saves a trip to the Town Hall or the cost of a stamp.
2. The draft date is the 11<sup>th</sup> of each month. This will allow the customer time to verify or question their bill.
3. The customer will be required to supply the Town with an automatic bank draft application and a voided check for the purpose of drafting.
4. Only good credit customers will be eligible for this program.
5. Any draft returned by the bank because of insufficient funds or a closed account will be treated as a returned check, and the customer will be released from the automatic bank draft program after the 2<sup>nd</sup> occurrence.
6. If the customer wishes to discontinue the automatic bank draft, the Town must be notified in writing by the 1<sup>st</sup> of the month.

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

1. Customer Request-All requests must be made by the person in whose name the account is active.
2. Location-The customer requesting the extension must come into the Town Hall or call to request the extension two days prior to the scheduled cut-off date.
3. Maximum-Maximum extended time will be seven (7) days from the cutoff date.
4. Valid Reason-The customer will be required to give a valid reason as to why the extension is needed. A valid reason for requesting an extension should relate to an unforeseeable hardship or emergency.
5. Agreement-By executing a customer extension, the customer agrees that 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 will be granted based on customer need and circumstances. An extension will not be guaranteed and may be denied for excessive abuse. No more than two (2) extensions shall be granted within a 12 month period. Upon approval of the extension, the late fee will still be applied to the delinquent account. The cutoff fee will not be charged if the customer makes payment by the agreed upon time.

## RETURNED CHECKS

1. If a check is returned there is a \$25.00 dollar fee
2. If there are two returned checks in a 12 month period, you may no longer pay with a check; only cash or money order will be accepted.

## MEDICAL ALERT PROGRAM

1. The customer has the responsibility of notifying the Town if there is someone in their household who is either:
  - Chronically or seriously ill
  - On a life support system
  - Medically requires uninterrupted utility service
2. The customer must provide a letter or certification from a doctor or hospital advising of the above condition. These letters will be reviewed and brought up-to-date in January of each year.
3. The customer who complies with these notification requirements may not have their water service disconnected for non-payment. If service needs to be disconnected for any other reason, the Town will make every effort to notify the customer prior to disconnection.

## DISCONTINUING SERVICE

## TRANSFER OF SERVICE

Customers may transfer service from one location to another. Subject to any limitations in N. C. Gen. Stat. sec. 160A-314, any balance on the current or any previous utility account will have to be paid before service can be transferred.

## CLOSING A UTILITY ACCOUNT

After an account has been closed by either customer request or policy of the Town, all funds, including deposits, refunds and overcharge credits will be used against amounts owed the Town on the closed account first. Remaining funds will then be used against any amounts owed on any other accounts the customer may have with the Town. When those accounts have been cleared, a check for the remaining money will be issued to the customer for any net credit.

## TERMINATION OF SERVICE

1. Requesting Discontinuance of Service-Any customer requesting discontinuance of service will inform the Town of the location, date service is to be disconnected, and the forwarding mail address.
2. Disconnection Scheduling-Disconnection from the Town's utility system will be performed the same day as requested if notified before 2:00 PM of that day.
3. Deposit Settlement or Disposition-According to N. C. Gen. Stat. sec. 116B-53(14), any customer deposits, credits, or other property held to secure payment for utilities that are unclaimed for one (1) year or more are considered abandoned property and will be subject to the unclaimed property requirements. Upon discontinuance of utility services, a valid forwarding address should be given to the Town for possible refund of deposits or credits on the utility account. All unclaimed customer deposits and credits, regardless of the amount, are subject to the custody and control of the State of North Carolina under the provisions of Chapter 116B of the North Carolina General Statutes. Prior to November 1<sup>st</sup> of each year the Town will file a report accounting for all escheatable property with the Escheats Office within the Department of the State Treasurer. A check in the amount of the property listed will accompany the report.

## **CUSTOMER'S RIGHTS PRIOR TO DISCONTINUANCE OF SERVICE**

1. Reasonable Opportunity- the Town will discontinue utility service to customers for nonpayment only after giving the customer a reasonable opportunity to question the accuracy of the bill. Reasonable opportunity is defined as the period of time from the issuance of the bill until the date of potential disconnection.
2. Disputed Bill-If a customer disputes the accuracy of their bill, they have the right to a hearing by following the procedure set forth in Section 30-33 of the Town's Code, at which they may be represented in person or by another person of their choosing who may present, orally or in writing, their complaint and contentions.
3. Hearing-The Town will discontinue utility service for nonpayment of the bill on the cutoff date. The customer has an opportunity to dispute the bill before this date. Any customer desiring a hearing must contact the Town Manager's office and follow the procedure set forth in Section 30-33 of the Town's Code. Hearings may be scheduled between 8:30 AM and 5:00 PM Monday through Friday. The Town has the authority to reconnect any disconnected account while the matter is investigated.
4. Exceptions-Under special circumstances, the Town may choose not to interrupt service during extreme weather or when the customer is a participant in the medical alert program.

## **INVOLUNTARY DISCONTINUANCE OF SERVICE**

1. The Town may discontinue utility service for any one of the following reasons:
  - Failure of the customer to pay bills for utility service and recycling, as required in the Billing information section of this policy. Continuance of the account being delinquent will result in the meter being removed.

- Failure of the customer to pay deposits as required or to increase deposits as required by the Town's deposit policy.
  - Upon discovery of meter tampering including bypassing the meter or altering its function.
  - Failure of the customer to permit Town employees access to their meters at all reasonable hours. Locked gates, loose dogs, parked cars over meters, etc. are violations of Town policy. Cars parked over meters will be towed at the owner's expense .
2. Federal laws regarding bankruptcy require that the Town not alter, refuse, or disconnect service based solely on the basis of the beginning of bankruptcy proceedings based on the customer's failure to pay for pre-bankruptcy service, when a petition for bankruptcy has been filed. It is the customer's responsibility to provide the Town with any legal documents pertaining to bankruptcy and with the assurance of payment for post-petition service required by law or court order. Absent agreement with the Town or court order, the Town may proceed with collection of post-petition service pursuant to any remedies allowed by law.
  3. Partial payments are accepted on account; however, a partial payment does not waive an involuntary discontinuance of service. A partial payment is first applied to the oldest charges outstanding.
  4. Within three (3) days from the cut-off date, if the utility account is still delinquent, the Town will recheck the meter to see if it has been cut back on by the resident. If the meter has been cut back on, the Town will pull the meter at that time and apply the tampering fee to the account.

## RECONNECTION

When it becomes necessary for the Town to discontinue services for any of the reasons listed above, service will be restored after payment of:

- All past due bills due to the Town including additional fees and charges required by this policy;
- Any deposit required;
- Any material and labor cost incurred by the Town according to the fee schedule.
- There is a water reconnection fee of \$60.00.

After hours connection will not be made for any reason.

## METERING GUIDELINES

### METER READING

1. The Town's meters will be read by Town employees according to the Town's schedule. Reading dates will vary slightly from month to month due to weekends, holidays, weather conditions, and other factors. Monthly billing periods will generally be e 30 days, but may range from 27 to 33 days.

2. The Town's well-trained meter readers use modern meter reading equipment and techniques. If meter reading corrections are necessary, the Town will make the adjustments and a revised bill may be rendered upon request. A credit due to a customer from a meter reading error will be posted to the customer's account.
3. Weather conditions, such as snow and ice, may make meter reading impossible. In those circumstances, the Town will estimate utility usage based on a twelve (12) month average.

## **METER TAMPERING**

1. Tampering with a meter or bypassing a meter is prohibited by N. C. Gen. Stat. sec. 14-151.1. The Town may call for prosecution in cases of meter tampering, water theft, and fraud to the fullest extent of the law.
2. A service charge representing the Town's cost for the investigation and processing of a meter tampering case will be billed to the customer's account that benefited from the tampering.
3. Repair costs shall be billed to the customer. Any usage, reconnection fees, or other applicable fees will be added to the customer's utility account when the meter has been tampered with.

## **COLLECTION OF GARBAGE, REFUSE, RECYCLING, AND RUBBISH**

1. All garbage, refuse, recycling, and rubbish shall be picked up in accordance with the Town Code of Ordinances. Copies are available in the Town Hall and online <http://www.weaverville.org>

## **PROFANE, INDECENT, AND THREATENING CALL**

It is a violation of N. C. Gen. Stat. sec. 14-196 to use any words or language of a profane, vulgar, loud, lascivious or indecent character, nature or connotation in a telephone call and/or to telephone another repeatedly for the purpose of abusing, annoying, threatening, terrifying, harassing or embarrassing any person at the called number.

If a call of this nature is received, Town employees will do the following:

1. At the first prohibited word or language, ask the caller to please refrain from that type of language. If the prohibited word or language continues, politely inform the caller that if that type of language continues the call will be terminated. If the prohibited word or language continues, terminate that call by hanging up.
2. Document the occurrence including the caller's name, address, and telephone number, if known. Report the incident to their supervisor, including the above information.
3. If the calls continue, notify their supervisor. The Town employee may contact the Town of Weaverville Police Department, if deemed necessary.

## **AMENDMENTS TO THE POLICY**

The Town Council may revise this policy at any time with or without notice.

The Town Manager may add payment options to this policy, subject to review by the Town Council at their next regularly scheduled meeting.