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 Bobby G. Kilgore, Mayor		<u>Finance and Administration</u> Responsible Party

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CUSTOMER SERVICE POLICY

City of Monroe Service Strategy

The goal of the City of Monroe is to provide reliable, responsive, quality services to the Community at the lowest reasonable costs to be accomplished through courteous, personal service to meet customers' unique needs while making Monroe a better place to work and live.

Customer Service Department Service Strategy

The goal of the City of Monroe Customer Service Department is to provide quality customer service by administering friendly, flexible service as well as mastering problem solving skills that will give the customer a positive, memorable experience.

SECTION 1. PURPOSE OF CUSTOMER SERVICE POLICY

The purpose of this Customer Service Policy ("Policy") is to inform our customers of the manner in which the City will provide utilities service to them, and to outline our responsibilities in providing these services. This Policy is not meant to be all-inclusive, but is intended to offer direction and guidance to the City and its customers. The Policy also outlines the responsibilities and duties of the customer, recognizing the need to treat all customers in a fair and indiscriminate manner.

The Policy is not meant as a substitute for personal initiative on the part of City employees. It is to serve as a guide for reasonable response to customer needs while meeting the requirements of good business practices on the part of the City.

This Policy may be revised, amended, supplemented, or otherwise changed from time to time by action of the City Council.

Specific policies and procedures related to each utility and its operation are contained in the respective Utility's Service Policy. Copies of each Utility's Service Policy are available at Customer Service and at the City's Utilities Operations Center.

SECTION 2. RESPONSIBILITIES OF CITY AND CUSTOMER

1. Responsibilities of City:
 - A. To treat each customer fairly and equally.
 - B. To review the needs of each customer and provide service that best suits the customer's needs.

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- C. To respond to customer complaints and concerns promptly and courteously.
- D. To provide information on a customer's account when requested by the customer.
- E. To be respectful of the customer's property.

2. Responsibilities of Customer:

- A. To be responsible in paying their account in a prompt manner each month.
- B. To provide information requested for provision of service by the City.
- C. To be respectful and cooperative in dealing with City personnel.
- D. To safeguard City property that is installed on the customer's property to provide for delivery and metering of service.
- E. To bring inaccuracies or errors in billing to the City's immediate attention.
- F. To notify the City of any extenuating circumstances pertaining to the customer's account.

These responsibilities are not intended to be all-inclusive, but are expressed as general guidelines to be followed in the relationship between the City and its customers.

SECTION 3. DEFINITIONS

Applicant. Any person, group of persons, association, partnership, firm or corporation requesting from the City electricity, natural gas, water, solid waste disposal, or waste water services.

City. The City of Monroe, North Carolina.

Customer. Any person, group of persons, association, partnership, firm or corporation provided utilities services by the City.

Delivery Point. The point where the City's lines for supplying utilities are connected to the customer's lines for receiving utilities, unless otherwise specified in the agreement with the customer for the purchase of utilities.

Deteriorates. To pass from a high to a lower condition; worsen, depreciate.

Lines. The City's conduits (i.e. wire, pipe, etc.) for supplying and/or the customer's conduits (i.e. wire, pipe, etc.) for receiving utilities.

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Owner. The person, persons, association, partnership, firm, corporation, or other legal entity having legal title to the premises to be served.

Tenant. The person, persons, association, partnership, firm, corporation, or other legal entity lawfully occupying the premises to be served.

Utilities. One or more of the following services: electricity, natural gas, water, solid waste disposal, or wastewater.

SECTION 4. APPLICATION FOR UTILITY SERVICES

Only the Owner(s) or Tenant(s) can apply for utility service with the City. The City requires proof that the applicant is the owner or tenant of the premises to be served. The following procedures apply with regard to application for utilities services:

1. A residential applicant requesting utility services with the City must make application to the City for desired services and provide two forms of identification. The following types of non-expired, picture identification will be accepted as a primary form of identification: any official State or government issued driver's license or identification card, alien registration identification card, government passport, permanent resident card,. Secondary forms of identification could be any of the forms of identification listed above or a social security card, employer or taxpayer identification number, a Medicaid or Medicare card, a paycheck stub, an insurance card, a birth certificate, vehicle registration card, veteran's identification card or an employee identification badge. However, for customers that refuse to allow us to make a copy of their two forms of identification, an office visit is required and the two forms of identification are to be shown at the time of the application.
2. A commercial applicant requesting utility services with the City must make application to the City for desired services and provide two forms of identification as specified above. Or a person other than an individual (such as a corporation, partnership, or trust) must show documents showing the existence of the entity, such as certified articles of incorporation, a government-issued business license, a partnership agreement, a trust instrument, a certificate of incumbency or a written statement on company letterhead authorizing the applicant to conduct business on behalf of the company.
3. Application for existing services (connects and/or disconnects) will be completed within 72 hours. Please reference Schedule of Fees and Charges for appropriate charges.
4. The customer shall pay an application fee as set forth in Schedule of Fees and Charges. This charge is to be collected whether there is one or multiple services established at such address. Only one application fee per location shall be charged, and the fee may be added to the customer's first utility bill.
5. On previous accounts receivable, the City will search its records to determine if a previous account existed for new applicants. If an account did previously exist, and it contains a

balance due the City, the balance must be settled in full prior to establishing a new account, or arrangements made to settle an old account.

6. All unpaid account balances on inactive accounts will be transferred to an active account and should be paid in full by the next cutoff date to avoid interruption in utility services at the active location.
7. Pursuant to North Carolina General Statute §160A-32(a)(6b) we are to notify all electric customers that they may be entitled to choose another electric supplier to provide electric service. Although the notice is provided to all customers, customer choice only applies to certain new customers and not to existing customers.

Forms of application (service agreement), contract, schedules, rates and copies of service regulations are available at the City of Monroe Customer Service Building located at 201 E. Windsor Street and will be furnished to the customer on request. The City's mailing address is Post Office Box 69, Monroe, North Carolina 28111-0069 and the telephone number is (704) 282-4511.

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.

SECTION 5. DEPOSITS

A. Commercial/Non-Profit/Industrial Customer Deposits

1. Commercial and industrial customers shall, at the time of application for service, pay a deposit as specified in the Schedule of Fees and Charges.
2. In lieu of 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 valid for a period of 24 months from date of issuance, issued by an insurance company or bank authorized to do business in North Carolina. The City may require that the letter of credit or surety bond be renewed after the initial 24 months if a customer's credit history is determined to be "not good" as defined in the residential customer deposit section.
3. The deposit may be waived for Commercial/Non-Profit/Industrial customers based on credit worthiness as determined by third party reporting agencies or their payment history from a comparable utility. The fee(s) associated with the determination of credit worthiness shall be paid by the customer in accordance to the Schedule of Fees and Charges.
4. If the owner of the business has had previous service with the City under another business name or comparable consumption level as a residential customer, and has

had a “good” utility payment history, the customer may request a waiver from this requirement. However, if at any time the payment record for the business deteriorates, a security deposit shall be required for continued utility service. *(Amended June 19, 2001.)*

5. If at any time payment record of a commercial/industrial deteriorates to “not good,” a security deposit shall be required according to the City of Monroe Fees Schedule.
6. Non-profit organizations are considered as commercial customers and require a deposit for service as specified above for commercial customers.
7. The deposit may be refunded after 24 continuous months of good payment history. The City reserves the right to hold a deposit for longer than 24 months if it deems necessary.

B. Deposit and Service Disconnect

1. Any customer whose payment history becomes “not good” as defined above shall pay such deposit as required in the Schedule of Fees and Charges to protect the City from loss of revenue. 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.
2. Any present customer without a deposit on file, or whose deposit is less than the deposit required thereunder, 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 existing deposit as specified above prior to re-connection of service.

C. Deposit Requirement

The City may require the customer to make an initial deposit, based on the current Schedule of Fees and Charges, as a guarantee of the payment for utilities used. In some cases, the City will allow customers to provide proof of credit worthiness in place of the required deposit. Proof of customer credit worthiness may also be obtained by the City through information provided to it by third-party credit reporting agencies.

D. Residential Customer Deposit

1. Residential Customers of the premises to be served may not be required to provide an initial deposit at the time of application for service if their credit history is determined to be classified as “good.” However, if the applicant’s payment history on prior utilities is determined to be “not good,” the initial deposit shall be required.
2. A customer’s credit history shall be classified as “not good” if the customer has two credit offenses of being subject to disconnection for non-payment or having a check

returned to the City for insufficient funds or a combination of the two, during the preceding thirteen month period.

3. If a customer has been classified as “good” for the five consecutive years immediately preceding two credit offenses they will not be classified as “not good” until their third credit offense.
4. If at any time the payment record of a Residential Customer deteriorates to “not good,” a security deposit shall be required according to the City of Monroe Fees Schedule. Payment arrangements for additional deposits of up-to six months may be made when customers are required to pay deposits due to deteriorated credit.
5. The deposit may be refunded after 24 continuous months of good payment history. The City reserves the right to hold a deposit for longer than 24 months if it deems necessary.
6. A deposit will be refunded automatically when service is voluntarily discontinued. All outstanding amounts on the final bill will be deducted from the deposit amount. The remaining deposit amount will be refunded to the customer.
7. Residential customers moving into rented dwellings, houses, apartments, or manufactured homes shall pay an initial deposit at the time of application for service, as defined in the Schedule of Fees and Charges. Customers who can provide a letter of credit reference from their previous utility provider or who have a previous good utility payment history with the City may request a waiver 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.
8. In order to provide an additional incentive to offer prospective teachers recruited to teach in the schools located in the City, Council has waived the initial deposit for eligible, new full-time teachers recruited by Union County Public School for teaching jobs in the public schools within the corporate limits of the City. *(Amended April 17, 2007.)*
9. In an effort to assist our military applicants, Council has waived the initial deposit for active duty military applicants. They are required to provide a copy of their active duty papers and if their credit history deteriorates, a security deposit shall be required according to the City of Monroe Fees Schedule. *(Amended August 19, 2008.)*

SECTION 6. SELECTION OF RATES

1. 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. Copies

of the City's rate schedules may be obtained from the Customer Service Department or at the City's Utilities Operations Center.

2. When the customer notifies the City in writing of changes in the customer's operating conditions or other factors that 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. Any customer who feels he/she is being billed under an inappropriate rate schedule may appeal to the Customer Service Manager.

SECTION 7. METERING AND METER READING

1. 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.

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 no less than 25 days nor more than 35 days in the billing period. When a connection of service has been made within ten days of reading date, a bill will not be rendered until the following month.

The City reserves the right to estimate usage when extenuating circumstances prevail. However, it is the policy of the City not to estimate an account for two consecutive months, unless unavoidable. 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.

If a customer requests a rereading of the meter, a meter reread charge will be levied in accordance with Schedule of Fees and Charges. If it is determined that the initial reading was accurate the fee shall be retained. If it is determined the reading was in error, the fee will be credited to the customer's account.

2. 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, so that they will be accessible for reading and servicing. If metering devices are made inaccessible, the City has the right to disconnection of service, after proper notification by the City.

There are currently a number of meters inside dwellings and businesses. If the meter reader cannot gain entry, the meter is automatically estimated. In case any authorized employee is refused admittance to the premises by the tenant or owner or is hindered by the tenant or owner from making an examination of the meters, the City reserves the right to disconnect utility services until free access is granted to an authorized employee.

When a customer remodels, improves, or makes other alterations to a structure with an external meter, the customer bears all costs associated with the relocation of the meter to

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an alternative location so as not to render the meter inaccessible for reading and servicing. Large commercial or industrial customers may be exempt from this requirement.

When a dwelling or business with utility metering devices currently installed inside structures becomes vacant, or is altered, repaired, or renovated, the owner shall cause any interior utility meter or meters to be relocated to the exterior in order to continue to receive utility service.

The City may make reasonable exceptions to this meter location policy when it is mutually determined that it would be in the best interests of the City and the customer to do so.

3. 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 based on the Schedule of Fees and Charges. Should the meter be found to be more than two percent (2%) fast because of incorrect calibration, the meter testing fee will be refunded as a credit on the next bill following meter test completion. Meters currently in service may be also be randomly tested by the City at any time.

Upon request, a written report of the results of the test will be made to the customer within ten days after the completion of the test.

SECTION 8. METER TAMPERING OR UNAUTHORIZED/UNSAFE CONNECTION TO UTILITY SYSTEM

Any customer whose service has been disconnected because the meter, lines, 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 as defined in the Schedule of Fees and Charges. Customer may also be subject to any civil or criminal penalties as may be imposed by City, State, or Federal regulations.

Tampering with utility meters is expressly prohibited by North Carolina General Statute §14-151.1 and is punishable by fines and/or imprisonment. For purposes of this Policy, load management devices are considered to be the same as meters and will be treated in the same manner.

Any customer or outside party who makes an unauthorized, unsafe or unmetered connection to any City utility system shall be subject to the penalties and fees as defined in the Schedule of Fees and Charges.

SECTION 9. PAYMENT REQUIREMENTS FOR UTILITY SERVICES

1. Adjustments to Prior Billings

If the City has inadvertently overcharged or undercharged for utility service, the City will notify the active customer of the error and a billing adjustment will be made as follows:

- A. Amount will be refunded or billed to the customer for the period of overcharge or undercharge, not to exceed one year.
- B. Usage and demand will be estimated if exact usage cannot be determined.
- C. The reimbursement to the City resulting from underpayments may be paid out no longer than over the same period of time that the underpayment occurred.

2. 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 account due the City by the customer in connection with the furnishing of utility services.

3. Billing Procedures

Utility charges shall begin when the utility is installed and the service line is connected to the premises. Service charges will commence 90 days after the tap is installed, or when meter is installed (if service was pre-installed by a developer), if the service line to the premises has not been installed.

Utility bills are mailed to each customer once each month and are due upon receipt. Bills are considered delinquent if not paid by the “current charges past due date” as shown below, and a service fee is assessed.

Example for September bill cycles:

Bill Cycle	Current Charges Past Due After	Bank Draft Date	Subject to Disconnection Date
September 7	October 3	September 28	October 13
September 14	October 10	October 6	October 20
September 21	October 17	October 13	October 27
September 28	October 24	October 20	November 3

Unless payment is made, service will be subject to disconnection on the cutoff date as listed above. When the delinquent date falls on a weekend or holiday, the next working day will be considered as the delinquent 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 delinquent date, a penalty according to rates established in the Schedule of Fees and Charges will be applied.

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4. Payment Arrangements and Waiver of Penalties

- A. Only questions of proper billing or billed deposits 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 15.
- B. Requests for delay or waiver of penalties will not be considered except under the requirements specified in Section 15.

5. 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.

6. Payment Extension Agreement

Contact with a City customer service representative prior to disconnection is always more favorable than making arrangements after service is involuntarily interrupted. Payment options may be available prior to disconnection that will save the customer from additional higher deposit amounts and additional fees.

A. Residential

An extension will be made on utility payments if the customer has made arrangements with the City and has signed a Payment Extension Agreement and Promissory Note, approved by the Customer Service Representative. All requests must be made by the tenant of record or the owner. No more than three payment extensions will be granted in a 12-month period. These extensions cannot 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.

Each customer's credit history shall determine the terms of extension that can be granted, based on the customer's 12-month credit history. In no instance will the extension be greater than ten calendar days from disconnection date, unless in the City's judgment extenuating circumstances apply.

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

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B. Commercial/Non-Profit/Industrial

An extension will be made on utility payments if the customer has made arrangements with the City and has signed a Payment Extension Agreement and Promissory Note approved by the Customer Service Manager. All requests must be made by an authorized representative of the company. No more than three payment extensions will be granted in a 12-month period. The City has the right to grant more than three extensions request if it determines it would be in the City's interest to do so.

Each customer's credit history shall determine the terms of the extension that can be granted, based on the customer's 12-month credit history.

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

7. Place of Payment

Bills are payable at the City's Collections Office located in the Customer Service Building at 201 E. Windsor Street or to any agent or agency authorized by the City. When service has been discontinued due to nonpayment, payment must be made before service can be restored. Payments shall be made without regard to any offset.

SECTION 10. CREDIT HISTORY

1. The City will maintain a credit record on all customers based on historical payment of utility bills.
2. The cut-off list will be prepared by the City for each billing cycle from customers who fail to pay utility accounts by the subject to disconnection date.
3. The City will furnish information regarding a customer's credit history only upon the written request of the customer.

SECTION 11. RETURNED CHECKS

1. 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 that the check was not honored and that service will be terminated on a specified date unless the check is made good. A returned check can be made good by presenting cash, money order or certified funds. The returned check will not be re-deposited nor will another check be accepted for the returned check.

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2. When a customer has a check returned, a service charge will apply in addition to any other charges and fees (*See Schedule of Fees and Charges*).
3. The City reserves the right to require a customer to pay utility bills in cash when two or more returned checks are received during the previous thirteen month period.

SECTION 12. ALTERNATIVE FORMS OF PAYMENT

1. 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 does allow the customer to plan ahead by establishing a fixed-monthly payment amount. (*Adopted September 18, 2001.*)
 - B. This program is available only to residential customers with good credit payment history and 12 consecutive months of service at the current location. Due to the seasonal nature of utility billings, customers may enter the program in the billing month of May only. Both outstanding and current balances must be paid before the first Budget Billing due date. (*Adopted September 18, 2001.*)
 - C. The City will monitor each account and reserves the right to adjust the Budget Billing amount, should actual billings differ substantially from estimated billings. (*Adopted September 18, 2001.*)
 - D. The 12th month of the Budget Billing is settlement billing month. This month's billing will reflect either an additional payment or credit issued to the account to balance all billings for the year to all payments. Should the required payment be more than the 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. (*Adopted September 18, 2001.*)
 - E. The City reserves the right to adjust the Budget Billing amount to reflect rate increases approved by City Council. (*Adopted September 18, 2001.*)
 - F. A customer may discontinue use of the Budget Billing program by written request at any time. Settlement of additional amounts due or credit for the current billing year shall be made at the time of discontinued use of the program. (*Adopted September 18, 2001.*)

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G. 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.
(Adopted September 18, 2001.)

2. Credit/Debit Card

The City provides a convenient program to allow for a customer's utility bill to be charged to his/her credit/debit card. This relieves the customer from having the possibility of lost or late payments or the cost of an envelope and stamp. At the customer's option, the City will charge his/her credit/debit card for the amount of his/her bill. The customer still receives a copy of the bill for his/her review.

By allowing the credit/debit card to be charged, a customer does not forego his/her right to contest a bill or to have a correction for a billing error. The correction would be made in the form of a refund, a credit, or a charge to the account. If the credit/debit card charge is revoked for any reason, the same remedies the City has under Section 11 regarding returned checks shall apply.

3. Direct Draft

The City provides a convenient program to allow for a customer's utility bill to be drafted from his/her checking account. This relieves the customer from having the possibility of lost or late payments and saves a trip to Customer Service or the cost of an envelope and stamp. At the customer's option, the City will draft his/her bank account each month for the amount of his/her bill. The draft will occur 22 days after the billing date. The customer still receives a copy of the bill for his/her review.

By allowing the draft, a customer does not forego his/her right to contest a bill or to have a correction for a billing error. The correction would be made in the form of a refund, a credit, or a charge to the account. If the draft is returned due to insufficient funds, the same remedies the City has under Section 11 regarding returned checks shall apply.

SECTION 13. DISCONTINUANCE OF SERVICE

1. Circumstances Beyond Customer's Control

If, during the term of agreement for furnishing utilities to a customer, the customer is unable to operate his/her facilities in whole or in part, because of accident, act of God, or fire 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.

2. Customer's Rights Prior to Discontinuance of Service

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- A. It is the policy of the City to discontinue utility service to customers by reason of nonpayment of bill only after proper notice and a meaningful opportunity has been given to be heard on disputed bills.
- B. If any customer disputes the accuracy of his/her bill, they have a right to a hearing at which they may be represented in person or by any other person of their choosing and may present, orally or in writing, their complaint and contentions.
- C. Any customer desiring a hearing should contact the Customer Service Office located in the Customer Service Building, 201 E. Windsor Street, Monroe, North Carolina. The Customer Service Manager is authorized to make a final determination of the complaint and has the authority to order that service not be discontinued.

3. Involuntary Discontinuance of Service

- A. The City reserves the right to discontinue furnishing utility services to a customer, at any time without notice, upon the occurrence of any one or more of the following events:
 - 1) Whenever the City has reasonable cause to believe that 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/or appliances are unsuitable for receiving services, or pose potential safety or health hazards to City property, City personnel, the customer, 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, including the violation of any City ordinances regarding the use of any utilities.
 - 4) Whenever the customer has denied an authorized City representative access to the City's meters, lines, or other apparatus installed on the customer's premises.
 - 5) Whenever it is necessary to prevent fraud upon the City.
- B. The City will discontinue the supply of utilities to a customer whenever requested by any public authority having jurisdiction.

- C. 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 5.
- D. Whenever the supply of utilities is discontinued in accordance with this policy, the City shall not be liable for any damages, direct or indirect, that may result from such discontinuance or reconnection.
- E. As a general rule, the City will not disconnect a customer's utility service after 1:00 p.m. on a Friday, on the day before a holiday, or on a weekend or holiday. However, in certain instances in which a service presents a hazardous, life threatening, or otherwise undesirable condition or in instances of meter tampering, the City reserves the right to discontinue utility service at any time (as stipulated earlier in this section).
- F. As a general rule, the City will not disconnect a residential customer's service if the predicted heat index for the day of disconnection is in excess of 100° Fahrenheit, or the predicted wind chill index for the day of disconnection is below 32° Fahrenheit. This delay in disconnection for nonpayment will not preclude the City from disconnection at a future date, and does not change a customer's liability for payment of all bills and fees. *(Amended July 20, 2010.)*

4. Voluntary Discontinuance of Service

In order to insure discontinuation of services at a time requested by the customer, notice to the City in advance is required. When a customer desires to discontinue service, notice must be given to the City at least 24 hours in advance on a workday. The customer will be responsible for all services consumed up until the time the services are disconnected by the City.

SECTION 14. RECONNECTION OF UTILITY SERVICES

- 1. If utility services have been discontinued for any of the reasons covered by Section 13, "Discontinuance of Service," the City shall have two working days to reconnect the customer's service after the conditions causing discontinuance have been corrected.
- 2. If utilities have been discontinued because of improper use, or if in the City's opinion its meters or lines or other apparatus have been tampered with, the City may refuse to reconnect the customer's service until the customer has done the following:
 - A. Paid all utility charges currently owed.
 - B. Paid to the City an amount estimated by the City to be sufficient to cover the utilities used but not recorded by metering devices and not previously paid for, plus a

special reconnection charge (*see Schedule of Fees and Charges*), plus any actual cost for damages to City apparatus.

- C. Made such changes in lines or equipment as may, in the opinion of the City, be proper for the City's protection.
- D. Achieved compliance with Ordinances or regulations on utility use when disconnected for violation thereof.

3. 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.
4. When it becomes necessary for the City to discontinue utility service for any reason, service will be reinstated only after payment of all past due utility bills and any deposit that may be required by Section 5. Applicable reconnect charges are summarized in the Schedule of Fees and Charges. Applicable penalties and any reconnection fee in effect at the time of discontinuance of service must also be paid before service will be restored.
5. In the event the customer's premises are destroyed by fire or other casualty, or the operation of its plant is shut down because of strike, fire, or other causes beyond customer's control, causing a complete cessation of the use of service, upon written notice by the customer to the City within 30 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; otherwise, the agreement for service shall immediately terminate.

SECTION 15. REVIEW PROCESS

1. Any customer who believes an error has been made in an account balance or the amount of a bill shall be able to appeal a decision, based on the following order of sequence:

First Review:	To the Customer Service Representative.
Second Review:	To the Customer Service Supervisor.
Third Review:	A scheduled appointment with the Director of Finance.
Final Review:	A written request to the City Manager or Director of Finance.

2. The City Manager or his/her designee may establish payment arrangements or provide a waiver of penalties for cases of billing error resulting from improperly programmed computers, malfunctioning meters, where proper notice was not given, procedures were not followed by City employees, or any other similar errors not caused by the fault of the customer.

SECTION 16. RESPONSIBILITIES WITH REGARD TO PROVISION OF SERVICES

1. 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.
2. The customer shall be liable for the cost of repairs or damage to the City property on the customer's premises resulting from the negligence or misuse by other than City employees.
3. 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 to any person or property whatsoever, resulting directly or indirectly from the use, misuse, or presence of said utility after it passes the delivery point or for any 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.
4. The City agrees to use reasonable diligence in providing for regular and uninterrupted utilities services. The City shall in no case be liable to any customer for any defect in quality, quantity, pressure, interruption or the discontinuance of any of these utility services in the event of any natural disaster, strike, accident, adverse legal proceeding or action, act of God, or other circumstances beyond the control of the City.
5. 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. If the trouble appears to be in the customer's line or appliances, the City's employees may, if requested by the customer, make such inspection of the customer's lines or equipment as the City's employees are prepared to make, but any inspection of the customer's lines or equipment by the City's employees is made upon the express condition that the customer assumes the entire and sole risk, liability and responsibility for all acts, omissions and negligence of the City's employees. The City retains all responsibility only with respect to the action of its employees in connection with property owned by the City.

SECTION 17. PRIVACY OF BILLING DATA POLICY

All billing data is the property of the City of Monroe.

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1. Commercial Accounts

Billing and account information will not be disclosed to the media, other businesses, agency or individuals without the expressed written consent of the individual business account holder on a form provided authorizing the City to release the information.

2. Residential Accounts

Billing and account information will not be given to the media, business, agency or individual not included on the account without the expressed written permission of the account holder on a form provided authorizing the City to release the information. Current billing information may be released (without any account history) when it is deemed in the best interest of the City and the individual account holder in order to aid the account holder in paying the current bill.

Information may be shared at the discretion of the City with another governmental agency that is included under the limitation of the privacy legislation and any information shared shall be used solely for the benefit of said agency and upon written consent that all information provided shall not be disclosed to any other individual or entity.