

TOWN OF CLAYTON

Customer Service Policy Manual



Duly Adopted by Town Council and effective May 7, 2012
Amended – September 13, 2013; December 7, 2015

Customer Deposits

1. Residential: All utility accounts must include a guarantee of payment, which can be demonstrated by either:
 - a. Paying an account deposit as defined in the fee schedule
 - OR-
 - b. Providing a letter of credit from a current utility provider demonstrating good payment history with no late payments within the preceding, no returned checks, no returned drafts, and no disconnects for nonpayment within the preceding 12-months.

2. Non-residential: All non-residential utility accounts must include a guarantee of payment which must be demonstrated paying an account deposit.

Customers with unpaid delinquent balances with other units of government shall be required to bring all delinquent accounts current before services can be established with the Town of Clayton, and they may be subject to a higher deposit.

Applying Deposits on Active Accounts:

For residential customers who allow the Town of draft their utility payment each month, the deposit will be applied to the utility account after six (6) successful bank drafts. If any unsuccessful bank drafts occur within the first six (6) months of service, the deposit will not be applied; it will then be subject to review at the account's one (1) year anniversary.

Non-residential utility deposits will be held for a period of 18 months. After 18 months, as long as the account is in good standing (no late fees, no returned checks/drafts, and nor disconnects for non payment) an amount equal to 1 times will be applied to the utility account as a credit.

Future Deposits: Any customer whose service is involuntarily terminated for non-payment, meter tampering, or other reasons may be required to pay a deposit, or an additional deposit, as specified in the above information, prior to reconnection of service. This includes all customer accounts. The future deposit may be at a greater amount based upon account history. Any customer required to post a deposit under the provisions of this paragraph shall forfeit any right for refund of the deposit in advance of closing-out the account.

Refunding Deposits: A deposit will be credited to the customer's account upon disconnection of service. After the deposit is applied, all outstanding balances on the final bill will be the responsibility of the customer and must be paid within ninety (90) days or the balance will be turned over for collection. The deposit will not be refunded if the customer has another account with a past due balance. The remaining credit on the account will be transferred to the account with a past due balance.

Billing: Each account shall be billed on a monthly schedule. From the date of the bill, the customer has 20 days to pay the account without penalty. On the 21st day, a 5% penalty will be applied. If payment is not received prior to the 30th day, a non-payment penalty (see fee schedule) will be applied and the account becomes eligible for disconnection.

Billing Adjustments: The Town makes every effort to accurately bill all utility accounts. From time to time however, errors may occur. These errors may result in over billing or under-billing a customer's account. Immediately upon discovery of such error, the Town shall begin the process of either billing the customer for undercharges or crediting the customer's account for overcharges. In no circumstance shall the Town back bill a customer or credit a customer's account for greater than a 24 month period.

Customer Requested Adjustments: The Town recognizes that customers may experience failure of equipment and appliances that can result in higher than normal consumption. On a case by case basis, the Town shall investigate the nature of the failure and determine if the account is eligible for an adjustment. In most cases however, accounts are not eligible for an adjustment. A notable exception would be in the case of a burst water pipe which may be eligible for a credit on the calculated cost of sewer service. If the Town determines that an account is eligible for an adjustment, proof of repair in the form of a paid invoice to a contractor or a receipt for repair supplies must be provided before the adjustment can be completed.

Payments: All accounts must be paid in full by the due date on a monthly basis or they may become eligible for disconnection. Customers may make payments by:

1. Mailing a check or money order to Post Office Box 63024, Charlotte, NC 27263-3024
2. Using a debit or credit card via the Town of Clayton's website at www.townofclaytonnc.org
3. Participation in automatic bank draft. An application for bank draft can be found at www.townofclaytonnc.org
4. Visiting the Customer Service Department at 111 E. Main Street during normal business hours. We accept cash, checks and money orders. Credit and debit card payments can be processed on site by the customer at a Town provided terminal.
5. For customer convenience, payments by check or money-order may be placed in our drive-thru drop box located in the parking lot at the Horne Street entrance of the Clayton Center. Payments are retrieved twice daily during regular business hours.

Time Extensions

Customers may request an extension for their delinquent utility bill balance before their disconnect date. The maximum length of time allowed is 10 days past the disconnect date. The extension must be requested by the account holder and must be documented on the customer's account. If payment is not received as documented, utility services will be disconnected without further notice and the balance must be paid in full to restore services.

An extension is a privilege and may be granted based on customer need and circumstances. Approval of an extension request is not guaranteed. No more than two (2) extensions shall be granted within a 12-month period.

Returned Checks or Drafts

The Town will accept only cash, certified check or money order from any customer having two (2) returned checks or drafts within a twelve-month period. Upon receipt of the first returned check or draft, the customer will be informed either by phone call or door hanger that they have 48 hours from notification to pay the returned item with either money order or cash. After the first occurrence of a returned check or draft the customer will not receive a phone call or door hanger prior to disconnection of service. Upon receipt of a second returned check or draft, the customer will be advised that all bills must be paid in cash or by money order for one year. After the one year period ends, if another returned check or draft is received, all future payments must be made in cash or with money order.

If a returned check or draft is not paid within the 48 hour period, utility service will be disconnected without further notice. Customers disconnected subsequent to a returned check or draft which has not been satisfied within 48 hours shall be notified that they have 10-days to clear the unpaid balance with the Town or the matter is turned over to the Johnston County District Attorney's office for collection.

In the event a new customer posts a utility account deposit by personal or corporate check and the check is returned to the Town for insufficient funds, the account will be immediately disconnected without benefit of prior notification. A notation of this provision shall be included on the customer service agreement signed by the customer at the time of account activation. (Adopted July 20, 1998)

As allowed by the State of North Carolina, a charge is added to the customer's bill for each returned check. (See fee schedule for returned check fee amount)

Assistance for Paying Bills

There are several organizations that will assist customers who are having difficulty paying their bills. We encourage each customer to seek assistance prior to their disconnection of services for non-payment.

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|-------------------------------------|--------------|
| 1. Jo. Co. Dept of Social Services | 919-989-5300 |
| 2. Clayton Area Ministries | 919-553-5654 |
| 3. Johnston-Lee
Community Action | 919-209-0530 |
| 4. Salvation Army | 919-934-9102 |
| 5. St. Ann's Catholic Church | 919-934-2084 |

Budget Bill Program

The Town offers our customers a payment option which allows them to pay a flat amount per month for utility service. This amount is the average of the prior twelve (12) months of utility consumption. Due dates for payments remain the same as the normal and all penalty and disconnect policies will remain in effect. No penalties will accrue, regardless of the account balance, if the payment is received by the due date. In the event of nonpayment disconnection, the customer will be required to bring their account to a zero balance and will no longer be eligible for the program. During the customer's twelfth month of participation, their monthly payment will be recalculated. At that time, the credit or balance will be rolled into the new payment year and the customer will be notified by letter of the new monthly payment amount. If the customer chooses to be removed from Budget Bill, the past due balance is owed immediately.

Any customer, who has had any delinquencies or bad checks, in the previous twelve months, will not be eligible to participate in the Budget Bill Program.

Bank Draft Plan

The Town offers customers the option of having their checking accounts drafted on a set date of the month. This relieves the customer of having a lost or late payment and saves a trip to Town Hall or the cost of an envelope or stamp. Draft dates are as follows:

Cycle 1	8 th	15 th	22 nd
Cycle 2	15 th	22 nd	29 th
Cycle 3	15 th	22 nd	29 th
Cycle 4	8 th	22 nd	29 th

Please contact the Customer Service Department to determine your billing cycle. The participating customer is required to provide Customer Service with a Bank Draft Authorization Form and a voided check for the purpose of establishing the draft. Only customers with good credit are eligible for this program. The Town defines good credit

as no delinquencies, no returned checks or drafts in the most recent 12 month period for residential customers and non-residential customers.

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 removed from the bank draft program.

To make any changes to the Bank Draft Plan requires a customer to complete a new Bank Draft Authorization Form and provide a voided check.

Medical Alert Program

The purpose of this program is to identify customers with chronic or critical health concerns by means of a medical seal affixed to the electric meter on the home. In the event of unplanned interruptions of electric service, such as are common following storms, homes designated with a medical seal are given higher priority for restoration of service. Due to circumstances beyond the control of the Town and its employees (storm damage, loss of generation, etc), electric power cannot be guaranteed 100 percent of the time. Each customer listed with the Medical Alert Program should have a back-up plan for movement of the life support patient if the Town is unable to restore power in a length of time that is acceptable.

In the event of non-payment, homes designated with a medical seal are given personal notification in the form of a phone call, face to face meeting or certified letter of the pending disconnection of electric service. Customers with a medical seal will be disconnected for nonpayment following diligent and proper notice.

Participation in the Medical Alert Program is restricted to customers with documented chronic or critical health concerns. The Town must receive an annual certification of medical necessity form completed by a physician or hospital.

Load Management

Residential Load Management is a means of reducing the amount of electricity being consumed in the home, especially during periods of peak demand. Load management is used to reduce electric demands and provides savings to customers.

Participating customers can have a load management switch installed on their electric water heater, electric heat strips on the heat pump, and/or air conditioner compressor to receive participation credits on their monthly electric bill. During periods of heavy demand for electricity, the switch will activate to interrupt the noted appliances. The more switches the Town has in place the greater the impact of the load management program and the more savings available.

The credits available are as follows:

DEVICE	CREDIT AMOUNT	DURATION
Electric Water Heater	\$5.00	January - December (12 months)
Heat Pump	\$12.00	December - March (4 months)
A/C Compressor 25% -OR-	\$6.00	June - September (4 months)
A/C Compressor 50%	\$10.00	June - September (4 months)

Customers can receive as much as \$148 per year in savings.

Disconnecting Service

1. **Voluntary Disconnection:** A customer may request voluntary disconnection of service. This can be done by:
 - a. Visiting the Town's website at and downloading a Utility Disconnect Request form.
 - b. Emailing customerservice@townofclaytonnc.org to request a Utility Disconnect Request form
 - c. Call Customer Service at 919-553-5002 and request a form be faxed, mailed or emailed
 - d. Visit Customer Service Department at 111 E. Second Street

The Utility Disconnect Request form must be completed in its entirety and submitted to Customer Service. Upon completion and review for additional information, the account shall be scheduled for disconnection. Customers may request disconnection dates in the future. Immediate disconnection request will be honored same day if made prior to 9 a.m. otherwise service will be provided the next business day.

2. **Involuntary Disconnection of Service:** The Town may discontinue utility service for any of the of the following reasons:
 - a. Failure of the customer to pay bills for utility service.
 - b. Failure of the customer to pay deposits for utility service.
 - c. Failure of the customer to pay a returned check or draft.
 - d. Upon discovery of meter tampering including bypassing the meter or altering its function.
 - e. Failure of the customer to permit Town employee's access to their meters and/or load management switches at all reasonable hours. Locked gates, loose dogs, parking cars over meters, etc. are violations of Town policy.
 - f. Use of power for unlawful reasons
 - g. Discovery of a condition which is determined to be hazardous or unsafe.
 - h. Provision of false information on a Utility Service Application.

3. **Transferring Service:** If transferring service from one location to another that the Town services, all past due bills must be paid in full. The remaining amount owed and any fees will be transferred to the new account. A new deposit may also be assessed.

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

4. **Disconnection During Extreme Weather:** The Town will not exercise its right to disconnect service for non-payment of any bill when the safety and well being of a customer may be at stake. For that reason, disconnection for non-payment may not be conducted on an extremely cold winter day or extremely hot summer day, taking into consideration temperature, precipitation and other weather conditions. If a customer's bill remains unpaid on the next business day, the disconnect for non-payment may then occur. This delay in disconnection for non-payment will not preclude the Town from disconnection at a future date and does not change the customer's liability for payment of all bills and fees.

Reconnection

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

1. All past due bills due to the Town including additional fees and charges required by this policy
2. Any deposit as required
3. Any material and labor cost incurred by the Town according to the current fee schedule.

After hours reconnection is **not** available to our customers.

Meter Reading

Utility meters are read by the Town according to an established schedule. Reading dates vary slightly from month to month due to weekends, holidays, weather conditions, and other factors. Monthly billing periods are assumed to be 30 days, but may range from 27 to 33 days. 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 new bill may be issued upon request. A credit due to a customer from a meter reading error will be posted to the customer's account.

Meter & Load Management Switch Tampering

Tampering with a meter or bypassing a meter is the same as stealing. The large majority of good paying customers who would be financially burdened with paying for the stolen services requires the aggressive enforcement of this policy. The Town will call for prosecution of cases of meter tampering, electric water theft and fraud to the fullest extent of the law. Load management devices are considered by this policy to be the same as meters. Any damage to these devices will be paid by the customer. Should any Town personnel find an electric meter with the seal cut or removed, whether during utility disconnection or normal meter reading cycles, a charge of up to \$500 will be added to the customer's account, which will be subject to any utility payment policies of the Town. Should a customer discover and report their seal cut, no charge will be levied.

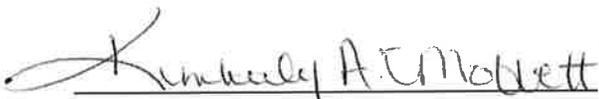
Any person with three or more incidences of a cut seal, whether voluntarily reported or through Town discovery, will face permanent discontinuance of service with the Town.

Duly adopted by the Clayton Town Council this 7th day of December, 2015, while in regular session.



Jody L. McLeod
Mayor

ATTEST:



Kimberly A. Moffett, CMC
Town Clerk

