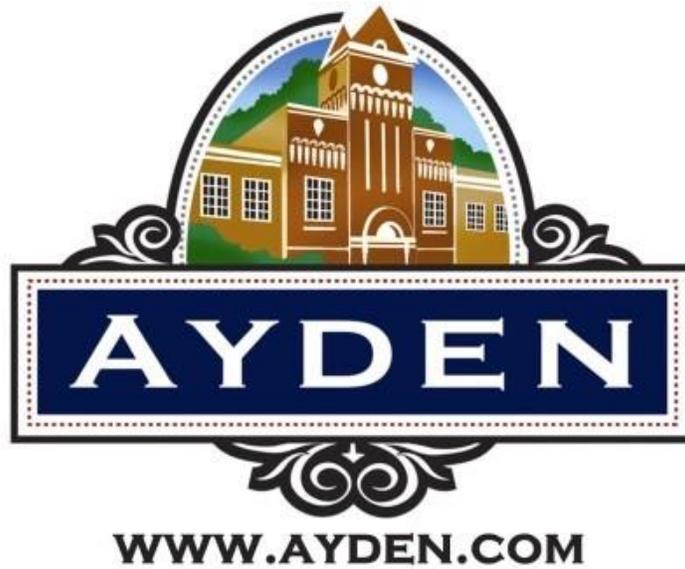


**Town of Ayden
Customer Service Guidelines**



Establishing Service

The Town's Customer Service Department is located in the Ayden Town Hall, 4144 West Avenue. The Customer Service is open from 8:30 a.m. to 5:00 p.m. Monday through Friday. Routine and regular service is performed during these hours except for holidays. Any request for utility service, or a request to add another service connection by a customer will be handled as a request for all services applicable to the location.

1. Application for Service: To begin the process, a customer must complete a Utility Service Application which may be obtained by one of the following methods:
 - a. Visit our website and download a form.
 - b. Email billings@ayden.com to request a form.
 - c. Call Customer Service at (252) 481-5817 and request a form be faxed, mailed or emailed.
 - d. Visit the Customer Service Department at 4144 West Avenue

2. Additional Information and Deposits: In addition to the fully completed Utility Service Application the customer must provide:
 - a. Account deposit
 - b. Photo ID
 - c. Social Security Number or Federal Tax ID Number. In the absence of either, the account will be assessed a higher deposit.
 - d. Lease agreement or Settlement Statement from the home purchase.
 - e. Presence of in-ground irrigation system, if applicable.
 - f. Presence of swimming pool, if applicable.

Upon completion of the Utility Service Application, review of additional information and payment of deposit and connection fee, the account shall be scheduled for connection. Customers may request connection dates in the future up to 30 days. The Town does not guarantee same day service.

Customers wishing to have utilities connected to a property that has not had utilities on for 180 days or more, will need to apply for an electrical inspection with the Pitt County Inspections Department. A copy of the passed inspection report must be provided to the Town prior to services being connected.

Energy Audit Requirement

The Town, at its discretion, may require properties that have a history of high utility usage and poor payment over several owners or tenants, to have an energy audit performed before services are connected.

Prior Debt

The Town will not furnish service to an applicant who is indebted to the Town for service previously furnished unless and until the debt is satisfied in full.

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, 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 by paying an account deposit as defined in the fee schedule.

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 a 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. Deposits 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.

Deposits for residential customers continuing service with twelve (12) months of good credit will be applied to the customer's account.

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 1% penalty will be applied. If payment is not received prior to the 25th day, a non-payment penalty will be applied and the account becomes eligible for disconnection. (see List of Fees & Charges located on the Town website)

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.

Disputed Bill and Hearing

If a customer disputes the accuracy of his or her bill, he or she has the right to a hearing at which he may be present or be represented by another person of his choosing who may present orally or in writing his or her complaint and contentions. The Finance Director has the authority to settle the issue. Appeals must be made to the Town Manager prior to appearing before the Board of Commissioners.

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 219 Ayden, NC 28513.
2. Using a debit or credit card via the Town of Ayden's website at www.ayden.com
3. Participation in automatic bank draft. An application for bank draft can be found at www.ayden.com
4. Visiting the Customer Service Department at 4144 West Avenue during normal business hours. We accept cash, checks, money orders, debit and credit cards.
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 Town Hall. Payments are retrieved daily at 8:30am on regular business days.

A bill is past due if not paid by 5:00pm on the due date.

Extensions on Payment Due Dates

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. These requests can be made in person at our office at 4144 West Avenue, online at the Town website or by phone. These requests need to be made 48 hours prior to the cutoff date. If the request is made less than 48 hours prior to the cutoff date, the request will **not** be honored. 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.

Customers participating in Bank Draft, Budget Billing, or Senior Citizen/Disabled Due Date are **not** eligible for extensions.

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.

Payment Plan Arrangement

Due to unforeseen circumstances, customers may need to spread a bill out over time to avoid disconnection. The Finance Director on a case by case basis, will review the circumstances and determine if a customer is eligible for a payment plan. Only one payment plan is allowed in a 12-month period. Maximum length for a payment plan is 12 months. Failure to make future utility payments timely will void payment plan arrangement, requiring remaining amount due to be paid in full immediately or be subject to disconnection.

Senior Citizen and Disabled Customer's Due Date

Senior citizens and disabled customers on a fixed income may request to have their due date coincide with receipt of their federal assistance and/or retirement benefits. The Town requires proof of age (62 or older) or disability and documentation of assistance or retirement received. The Town will accommodate customers who provide documentation and no late payment penalties will incur until the new due date. Customers requesting a change in due date must pay the full amount due on the new due date to avoid late payment penalties and possible cut off. Partial payments will not be allowed. NO EXCEPTIONS.

Email Authorization

Many times, the Town attempts to correspond with customers through email. By providing the Town an email address, a customer authorizes the Town to communicate with them in this manner. Such emails will not include private account information.

Returned Checks or Drafts

The Town will accept only cash, certified check, money order, or credit/debit card from any customer having two (2) returned checks or drafts. 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, debit/credit card, or cash. (The second 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, credit/debit card, or by money order for the duration of the account.

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 Pitt 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 any reason, 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.

As allowed by the State of North Carolina, a charge is added to the customer's bill for each returned check. (see List of Fees & Charges located on the Town website)

Assistance for Paying Bills

There are several organizations that may 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.

1. Pitt County Social Services 252-902-1110
2. Ayden Area Ministries
3. Salvation Army 252-756-3388

Equal Payment Plan

The Town offers our customers a payment option which allows them to pay a flat amount per month for utility service. To participate in the program, customers must have excellent or good credit with the Town. This amount is the average of the prior twelve (12) months of utility consumption. Due dates for payments remain the same as 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, or more than two cutoff penalties charged to the account during the twelve (12) month period, 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, any credit balance or balance due will be paid in full to or from the customer. The customer will be notified by letter of the new monthly payment amount. If the customer chooses to be removed from Budget Billing, any 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 Equal Payment Plan.

Customers enrolled in the Equal Payment Plan will be automatically renewed each year. If an enrolled customer no longer desires to participate in the program, they must notify customer service in writing.

No payment extensions are allowed for Equal Pay customers. No exceptions

Bank Draft Plan

The Town offers customers the option of having their checking accounts drafted on the day before their due date. 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. The draft date will be the day before or the day of the due date each month. A customer's due date is based on which billing cycle the customer is in. The Town has five billing cycles. Customers wishing to participate in the Bank Draft Plan should contact Customer Service to determine which billing cycle they are in. The customer will need to provide the Town a voided check. Only customers with good credit (no return checks) will be eligible for this program.

Any draft returned by the bank due to insufficient funds or a closed account will be treated as a returned check, charged the maximum allowed returned check fee and released from the bank draft program.

No payment extensions are allowed for Bank Draft customers. No exceptions

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. If after notification from Town to the customer that the annual certification has not been received, you will be removed from the Medical Alert Program.

Disconnecting Service

Voluntary Disconnection: A customer may request voluntary disconnection of service. Request must be made in writing or by email and should include service location, the date of service to be disconnected and the forwarding mailing address for the final bill. Upon receipt of the required information, the account shall be scheduled for disconnection. Customers may request disconnection dates in the future. Same day disconnections are **not** guaranteed.

It is the customer's responsibility to request service be disconnected. Request made by persons other than the customer account holder, including landlords, will not be honored. The customer will be responsible for all services and fees charged to the account up to the date of the requested disconnection.

Involuntary Disconnection of Service: The Town may discontinue utility service for any 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.
- i) Failure to provide all required documents for opening an account.

After an account has been closed either by customer request or policy of the Town, all funds, including deposits, refunds, 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.

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 when temperature is 32 degrees or below nor on extremely hot summer days when temperature is 100 degrees or more. 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.

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.

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.

Payment for reconnection must be made by cash, money order, debit or credit card. No checks will be accepted. NO EXCEPTIONS.

After hours reconnection is **not** available to our customers. Same day reconnections may not be available.

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 Switch Tampering

All meters and other equipment furnished by the Town will be the property of the Town. It is unlawful for anyone other than a Town's agent to cut on or off utility services (including electric, water, or load management.) Tampering with electric meters is prohibited by North Carolina Statutes 14-159-1 and 14-151-1. 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. 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 residential, commercial or rental property served by the Town 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.