



**Town of Robersonville**  
**Utility Customer Service Policy and Guidelines**

1. Residential: All utility accounts must include a guarantee of payment, which can be demonstrated by either:
  - a. Paying an account deposit. See below for the amount required.

<b>Utilities Provided</b>	<b>Deposit Required</b>
Electric, Water, and Sewer	\$350
Electric and Water	\$300
Water and Sewer	\$150
Water Only	\$100
Electric Only	\$250

--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 electric accounts must include a guarantee of payment demonstrated by paying an account deposit of \$250. All non-residential water and/or sewer accounts must include a guarantee of payment demonstrated by paying an account deposit of \$250. Accounts with water and/or sewer and electric must include a guarantee of payment demonstrated by paying an account deposit of \$500.
3. Requesting customers will need to provide the following:

- Completed utility service application. If moving, a new application must be completed.
- Name
- Proof of identification (driver's license, state issued ID card, military ID card, or photo ID)
- Service address
- Mailing address
- Employer name
- Phone Number
- Copy of Rental Agreement, buyer's agreement, or official papers of ownership where utilities are requested.
- Social Security number (Disclosure of your SSN is voluntary. The Town may use it when collection efforts are warranted due to delinquency (not limited to utility account delinquencies).

### Initial Connection

All utility accounts, residential and non-residential, will be charged a \$30 non-refundable fee for initial connection or change of account.

### 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 1<sup>st</sup> of the month, the customer has until the 15<sup>th</sup> of the month to pay the account without penalty. On the 16<sup>th</sup> day of the month, a 5% penalty will be applied. If payment is not received by the 25<sup>th</sup> day of the month, the account will be disconnected on the 26<sup>th</sup> of the month. If the 26<sup>th</sup>

of the month falls on a Friday or a day the Town is closed, cutoffs will take place the next business day.

### 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.

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. Extensions may be granted up to seven (7) calendar days after the day cut-offs begin by the Head Utility Billing Clerk.

### Payment Plan Arrangement

Due to unforeseen circumstances, customers may need to spread a bill out over time to avoid disconnection. The Finance Officer, on a case-by-case basis, will review the circumstances and determine if a customer is eligible for a signed payment plan agreement. Only one signed payment plan agreement is allowed in a 12-month period. Maximum length for a signed payment plan agreement is six (6) months. Failure to make future utility payments timely will void signed payment plan agreement, requiring remaining amount due to be paid in full immediately or be subject to disconnection.

### 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 payment from any customer having two (2) returned checks or drafts. Upon receipt of the first returned check or draft, the customer will be informed by mail with notification to pay the returned item with either cash, certified check, money order, or debit/credit card within seven (7) days of the date of the notification letter. The second occurrence of a returned check or draft the customer will not receive notice 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, certified check, money order or credit/debit card for the duration of the account.

Customers disconnected due to a returned check or draft which has not been satisfied shall be notified that they have ten (10) days to clear the unpaid balance with the Town or the matter begins a legal procedure 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, a penalty of \$30 will be assessed and 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.

Any draft returned by the bank due to insufficient funds or a closed account will be treated as a returned check, charged the \$30 returned check fee, and released from the bank draft program. The payment for the NSF failed payment account balance shall be made in cash or certified check. Two (2) NSFs in a 12 month period will result in the forfeiture of being able to use automatic drafts or regular checks for a period of one (1) year from the date of the second NSF failed payment.

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

#### 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) The inability of Public Works Staff to gain reasonable and secure access to the meter due to the meter location, fencing, animals, other obstacles preventing reasonable access to the meter including, but not limited to, a lack of cooperation from the customer in providing reasonable and secure access to Town staff. Reasonable access means that Staff will attempt to read your meter during its regular schedule. If staff cannot read your meter, they will leave you a note to reschedule the next reread within a 24 hour period. If staff is still unable to gain reasonable access to your meter, service will be disconnected and an additional reread charge of \$20.00 plus the normal disconnect and reconnect charges.
- e) Upon discovery of meter tampering including bypassing the meter or altering its function.

At the time of involuntary disconnection, there will be a \$50 fee applied to the account. There will be another \$50 fee to reconnect the utilities. These fees along with the account balance must be paid in full before service is restored.

### Billing Inquiries

Customers may from time to time have an inquiry about their bill. Possible reasons for a higher than usual bill may include:

Water Leaks — If a customer receives a higher than normal reading and the reading has been verified for accuracy, the customer may wish to evaluate explanations for higher water consumption or leaks in their system. Leaks are not uncommon, and the following things should be checked:

- Toilet valves
- Drips from faucets
- Wet spots outside
- Cracks in the underground pipes

Leaks should be repaired promptly to prevent water loss and high water bills. If an outside water leak was repaired, the customer must present the Town with an invoice or documentation from a plumber that the outside repair has been made. For such outside water leaks where the water did not enter the sanitary sewer system, the customer's sanitary sewer charge will be adjusted to the customer's average use. If the leak is inside, such as toilet valves, the customer's sanitary sewer charge cannot be adjusted as the water entered the sanitary sewer system and was treated at the wastewater treatment plant with its accompanying costs to do so.

A customer may request a reread to ensure there is no longer a water leak from a fixed issue. A reread charge of \$20 will be applied for each trip made to a customer's house. If the reread finds a faulty meter or meter box, the reread charge will be waived.

If a resident believes there is a problem with their water or electric meter and thinks it is caused by a faulty meter, the customer may, by making a thirty-five dollar (\$35) deposit per meter with the Town, request that the meter be tested.

- If testing reveals a problem with the said meter, the thirty-five dollar (\$35) deposit will be refunded and the bill will be adjusted. The adjustment will be based on the percentage of the error in the meter.
- If testing reveals a correctly functioning meter, the thirty-five dollar (\$35) deposit will be retained by the Town.

### Meter 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 or otherwise

tamper with a utility meter (including electric and water). 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 majority of good paying customers who would be financially burdened with paying for the stolen services requires the assertive enforcement of this policy. The Town will call for prosecution of cases of meter tampering, electric or 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 tampered with as defined in the North Carolina General Statutes 14-159-1 and 14-151-1, whether during utility disconnection or normal meter reading cycles, a charge of \$100 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 tampering, no charge will be levied.

Any residential, commercial, or rental property served by the Town with one (1) or more documented incidences of meter tampering, whether voluntarily reported or through Town discovery, will face permanent discontinuance of service with the Town.

Adopted this 9<sup>th</sup> day of MAY, 2023 at a regularly scheduled meeting of the Town Council.



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Mayor Tina Brown



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ATTEST: Wynesha Crandell, Town Clerk