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# **I. Establishing Services**

## **A. Requests for Service – Residential Accounts**

1. Residential customers requesting to establish services with the City of Wilson are required to submit their request in writing to the Customer Service division. Requests received during normal business hours will be promptly processed. Service requests made outside of normal business hours will be processed the following business day. Subsequent requests to add additional services by a customer will require a new application for each such request.
2. The following is required to establish services with the City of Wilson:
  - a) Application for Service
  - b) Proof of Identification:
    - (1) State or Federal Issued Photo Identification; or
    - (2) Two Alternative Forms of Identification (examples: School ID; Bank Card; Library Card; Social Security Card; Checkbook)
  - c) Proof of Lawful Occupancy: Deed; Lease; Tax Statement; Offer to Purchase; Settlement Statement; Rental Receipt; Mobile Home Title (a tax decal is required for single wide mobile homes)

## **B. Requests for Service - Commercial and Industrial Accounts**

1. Commercial and Industrial customers requesting to establish services with the City of Wilson are required to submit their request in writing to the Customer Service division. Requests received during normal business hours will be promptly processed. Service requests made outside of normal business hours will be processed the following business day. Subsequent requests to add additional services by a customer will require a new application for each such request.
2. The following is required to establish services with the City of Wilson:
  - a) Application for Service
  - b) Business organization documentation (Articles of Incorporation/Organization; Assumed Name Certificate)
  - c) Federal Tax ID number
  - d) Proof of Lawful Occupancy: Deed; Lease; Tax Statement; Offer to Purchase; Settlement Statement; Rental Receipt
3. For a business not operated by a recognized legal entity, the account will be listed in the name of a Responsible Party (owner, manager, etc.). That person accepts personal responsibility for payment of the account. Any additional persons authorized on the account should be submitted in writing by the Responsible Party.

## **C. Prior Debts**

The City shall refuse to furnish new service to an applicant who is indebted to the City for service previously furnished at any address served by the City. The City shall also refuse service to an applicant requesting service at an address where the owner of those premises is delinquent in paying the account at that address. If, however, the delinquent customer is not the owner of the premises to which the services were delivered, payment of the delinquent account is not required before providing services to a new and different tenant or occupant of the premises. This restriction will be subject to some interpretation if more than one tenant is occupying premises and such tenants attempt to request, receive and not pay for service. In such event the “new and different tenant or occupant” requirement may not be met. This prohibition on termination of service will also not apply if the premises are occupied by two or more tenants whose service is measured by the same meter.

All debts owed the City are required to be paid in full before the City reinstates utility services. The City, in its sole and absolute discretion, may offer repayment alternatives for customers with prior debts that do not require the entire outstanding debt be paid prior to (re)connection.

**D. Connection Scheduling**

1. Connection to the City of Wilson's utility system is available Monday – Friday, excluding municipal holidays. The time of connection is in the exclusive discretion of the City.
2. The City requests not less than one (1) day's notice to schedule the connection of utility services. Requests made after 12:00pm for same-day utility connection (Same Day Service) will be assessed an additional service charge.

**E. Meter Installation**

New electric, water, and gas meter installations can take up to 72 hours to complete. The City cannot guarantee a scheduled time for this installation process, but will make every effort to have the meters installed in a timely manner.

**F. Customer Deposits**

1. The City shall enforce standardized deposit requirements for all customers requesting services from the City.
2. In determining the need for a security deposit, and in fixing the amount of the deposit, the City will evaluate the Customer's credit history with the City. Absent a credit history with the City, the City will determine the deposit based on the following criteria:
  - a) A credit report provided by a third party credit rating agency;
  - b) Customer's ownership of the premises to be served;
  - c) A Guaranty Agreement; and/or
  - d) Any other factor which bears on the customer's financial responsibility.

**G. Residential Deposits**

1. Residential deposits shall be fixed in amount and be assessed based on the Customer's creditworthiness. Following credit evaluation the City will:
  - a) Waive the deposit requirement for those with Good Credit;
  - b) Charge a Standard Deposit; or
  - c) Charge a High Risk Deposit.
2. The City may allow the High Risk Deposit to be billed to the customer, but no less than half must be paid prior to establishing service and the total deposit must be paid within three (3) months.
3. New customers may have a required deposit waived if an existing customer with Good Credit executes a Guaranty Agreement guaranteeing payment of the new customer's account. All Guaranty Agreements shall be in writing and remain in full force and effect unless waived in writing by the City.
4. Good credit is defined as not more than two (2) delinquencies, no returned checks, no fraudulent credit/debit card transactions, and no involuntary disconnections in the most recent 12-month period.

**H. Non-Residential Deposits**

1. Non-residential deposits shall equal two (2) months of the average monthly charges for the location over the preceding 12 months (a Standard Commercial Deposit). If a billing history is not available for a particular location, the City shall estimate monthly costs based on similar commercial activity in the City.
2. This deposit must be paid in cash prior to establishing services. In lieu of providing this deposit, a business may provide a Responsible Party that submits to a credit evaluation. The Standard Commercial Deposit may be waived based on the results of a credit evaluation of the proposed Responsible Party.

3. A customer who is involved with more than one premise at one time may be allowed to provide only one deposit for several service locations. The customer will be required to have a maximum deposit for all services used at any location.

4. A customer can transfer the deposit associated with their account to another account once they have terminated all services in their name, and all bills, including the final bill, have been paid in full.

**I. Refunding of Deposits**

1. All deposits will be refunded promptly and automatically when service is voluntarily discontinued and all bills are paid. Outstanding amounts on the final bill will be deducted from the deposit amount prior to refunding. If the deposit on file does not cover the full amount of the final bill, the customer will be responsible for the difference.

2. The City will promptly return the customer's Residential deposit when that customer establishes Good Credit.

3. The City of Wilson will retain a Standard Commercial Deposit for the life of the utility account.

4. When an existing customer with the City of Wilson converts their account from standard billing to prepay, the City of Wilson will apply the deposit on file to any unpaid charges. Once all unpaid charges are paid in full, any additional amount from the deposit will be applied to the customer's prepaid balance.

5. A deposit will not be refunded if the customer has another account with a balance. The remaining credit on the refunding account will be transferred to the account with a balance.

6. The City of Wilson does not pay interest on any deposit held.

**J. Utility Rates**

1. The City's rates are set by City Council and are designed to be fair, reasonable, just, uniform and non-discriminatory.

2. Where the customer qualifies for two or more rates, the choice of rates lies with the customer. The City may apply the higher rate until the customer notifies the City of the customer's desire to use the lower rate. Any such change by a customer shall only be prospective in nature and apply only to the billing periods after giving notice to the City.

3. The City may require special conditions and contracts for electric service based upon necessary investment in the electric plant. New and potential business customers are encouraged to provide the City utility department with the load characteristics of their facility.

**K. Deceased Customers**

Accounts of deceased customers will need to be closed and settled by the administrator(s) or other legal representative of the estate. The City will provide hand delivered notice of impending account closing not sooner than 30 days following notice of death. The City will strive to accommodate grieving relatives when reasonable.

## **II. Billing Procedures**

### **A. Standard Billing Practices – Wilson Energy**

1. Meters are read every 29-33 days.
2. Bills are due 18 days from the Billed Date. Bills that remain unpaid for three days beyond the Due Date are considered past due and assessed a late payment penalty.
3. A First Notice will be mailed to customers with overdue bills on the fourth day after the Due Date as a courtesy reminder and notification of Cut-Off Date.
4. The First Notice may also be mailed to those customers who have signed a Guarantor Agreement for another customer, upon request of the Guarantor.
5. Service is scheduled to be discontinued if payment is not received on or before the Cut-Off date indicated on the Notice. A Reconnect Fee will be charged to all customers disconnected for nonpayment and must be paid (with all other charges) prior to service being reconnected.
6. An additional fee will be charged to those customers that request service be reconnected after 4:00 pm or on weekends or municipal holidays. The fee plus the past due balance must be paid by 12:00 noon the following business day in order to retain service.
7. A charge, as outlined in the Meter Tampering Section of the City of Wilson's policies, will be imposed against any customer that has his own service reconnected by unauthorized persons.

### **B. Alternative Billing Programs**

1. The City of Wilson offers a Prepay Program to all residential utility customers. Enrollment in the Prepay Program is voluntary and allows the customer to be billed daily for utility charges. No deposit is required to establish a prepaid utility account. Customers have the ability to view charges daily and receive electronic notices. Customers will not receive the written bills or notices described above when enrolled in the program. Specific details of this program are consented to by the customer through the Prepay Terms and Conditions Agreement signed by the customer. Where in conflict with the policies herein, the terms and conditions in the Prepay Terms and Conditions Agreement shall govern.
2. Budget Billing Program - The purpose of this plan is to spread the cost of utility service as evenly as possible on a monthly basis over an annual period and to assist customers with home budgeting. Billing under this plan will not result in any greater or lesser payments to the City than would be the case with customary monthly billings.
  - a) Only qualified residential customers may enroll in this program. Residential customers can sign-up for Budget Billing at any time throughout the year.
  - b) The City will calculate the Budget Billing amount by taking the customer's past 12 months' consumption, apply the current rates plus any expected rate increases, and divide the above number by 11.
  - c) The Budget Billing amount will be the customer's fixed utility bill (for electricity, natural gas, water and sewer) for the next 11 months. Load management credits, light units, stormwater, due date extension, and any other adjustments are not included in the Budget Billing calculations.

### **C. E-Notification**

1. The City offers E-notification, or electronic billing, to its Utility customers. Customers may voluntarily go paperless by opting to receive their monthly bills at the email address(es) of their choice. By signing up, the customer voluntarily waives receiving paper bills and notices.

### **D. Billing Adjustments - Electric**

1. If the City has overcharged or undercharged a customer for electric service, the City will correct this error subject to the following procedures:

- a) If the City has overcharged a customer for electric utility service, the City will, at the City's option, refund to the customer or credit the customer's account, without interest, the excess amount, subject to the following limitations:
    - (1) If the time period over which the mistake occurred can be determined, the City will credit or refund the excess amount charged for that entire interval not to exceed the statute of limitations, which is two (2) years.
    - (2) If the time period of the problem cannot be determined, the City will refund the excess amount charged during the 12 months preceding discovery.
    - (3) If the exact amount of excess charge cannot be determined, the City will estimate the amount due.
  - b) If an overcharged customer owes a past due balance to the City, the City shall deduct that past due amount from any refund or credit due the customer.
  - c) If an overcharged customer owes the City on another account, the City will apply the credit to the past due account.
2. If the City has undercharged a customer for electric service, the City will collect the additional amount due the City in installments over the same amount of time as the undercharge, provided that the undercharge calculated shall not exceed the statute of limitations, which is three (3) years.
- a) If the period of time the undercharge occurred cannot be determined, the City will collect the undercharged amount for the 12 months preceding discovery.
  - b) If the exact amount of the undercharge cannot be determined, the City will estimate the amount due.
  - c) If an undercharge has occurred because of tampering or bypassing a meter or because of other fraudulent or willfully misleading action of the customer, the City shall collect the entire undercharged amount in a lump sum and seek such other rights and remedies as are permitted by law.
3. If the City has undercharged any customer as the result of a misapplied schedule, an error in reading the meter, a skipped meter reading, or any other human, machine, or meter error, except as provided above, the City shall recover the deficient amount as provided by the following:
- a) If the interval during which the customer having a demand of less than 50 KW was undercharged can be determined, then the City may collect the deficient amount incurred during the entire interval up to a maximum period of 150 days. For a customer having a demand of 50 KW or greater, the maximum period shall be 12 months.
  - b) If the interval during which a customer was undercharged cannot be determined, then the City may collect the deficient amount incurred during the 150 day period was discovered by the City. For a customer having a demand of 50 KW or greater, the maximum period shall be 12 months.
  - c) If the usage and/or demand incurred by that customer during the billing periods subject to adjustment cannot be determined, then the adjustment shall be based on an appropriate estimated usage and/or demand.
  - d) The customer shall be allowed to pay the deficient amount, in equal installments added to the regular monthly bills, over the same number of billing periods which occurred during the interval the customer was subject to pay the deficient amount.
  - e) If the meter error is found upon test to be not more than 2% fast or slow, the City shall not be required to make a billing adjustment under this section as stated above.

4. This Section shall not be construed as to prohibit budget billing payment plans or the estimation of a customer's usage for billing purposes when it is not feasible to read the customer's meter on a particular occasion. However, incorrect billing under the budget billing plans and estimated billing shall be subject to this rule.

**E. Billing Adjustments - Gas, Water and Sewer**

1. If the City has inadvertently overcharged a customer as a result of a misapplied schedule, an error in reading the meter, a skipped meter reading, or any other human, machine, or meter error, the City shall at the customer's option, refund the excess amount paid without interest by that customer or credit the amount billed as provided by the following:

- a) If the interval during which the customer was overcharged can be determined, then the City shall credit or refund the excess amount charged without interest during that entire interval provided that the period shall not exceed the statute of limitations, which is two (2) years.
- b) If the interval during which the customer was overcharged cannot be determined, then the City shall credit or refund the excess amount charged without interest during the 12 month period preceding the date when the billing was discovered.
- c) If the exact usage and/or demand incurred by that customer during the billing periods subject to an adjustment cannot be determined, then the refund shall be based on an appropriate estimated usage and/or demand.
- d) If an overcharged customer owes a past due balance for the same type of service on which an overcharge occurred, the City may deduct the past due amount from any refund or credit.

2. If the City has undercharged any customer as the consequence of a fraudulent or willfully misleading action on that customer's part, or any such action by any person other than the employees or agents of the City, such as tampering with, or bypassing the meter where it is evident that such tampering or bypassing occurred during the residency of that customer, or if it is evident that a customer has knowledge of being undercharged without notifying the City as such, the City shall recover the deficient amount as provided by the following:

- a) If the interval during which the customer was undercharged can be determined, then the City shall collect the deficient amount incurred during that entire interval, provided that the period shall not exceed the statute of limitations, which is three (3) years.
- b) If the interval during which the customer was undercharged cannot be determined, then the City shall collect the deficient amount incurred during the 12-month period preceding the date when the billing error was discovered by the City.
- c) If the usage and/or demand incurred by that customer during billing periods subject to adjustment cannot be determined, then the adjustment shall be based on an appropriate estimated usage and/or demand.

3. If the City has undercharged any customer as the result of a misapplied schedule, an error in reading the meter, a skipped meter reading, or any other human, machine, or meter error, except as provided in Section 205(b) above, then the City shall recover the deficient amount as provided by the following:

- a) If the interval during which a customer was undercharged can be determined, then the City may collect the deficient amount incurred during the entire interval up to a maximum period of 12 months.
- b) If the interval during which a customer was undercharged cannot be determined, then the City may collect the deficient amount incurred during the 12 month period preceding the date when the billing error was discovered by the City.

- c) If the usage incurred by that customer during the billing periods subject to adjustment cannot be determined, then the adjustment shall be based on an appropriate estimated usage.
4. Customers shall be allowed to pay the deficient amount, in equal installments added to the regular monthly bills, over the same number of billing periods which occurred during the interval the customer was subject to pay the deficient amount.
5. If the meter error is found upon test to be not more than 2% fast or slow, the City shall not be required to make a billing adjustment under Sections 2.04 or 2.05 above.
6. This rule shall not be construed as to prohibit equal payment plans or the estimation of a customer's usage for billing purposes when it is not feasible to read the customer's meter on a particular occasion. However, incorrect billing under equal payment plans and estimated billing shall be subject to this rule.

**F. Adjustment For a Water Leak**

1. No Credit will be given for the water bill except under item #5 below.
2. If water from the leak goes into the sanitary sewer system, an 80% credit on the sewer bill will be given, provided:
  - a) The City is given a certification in writing showing the exact date, location and type of repairs made.
3. If water from the leak does not go into the sanitary sewer system, a credit of one hundred percent (100%) of the sewer bill above the average (based on seasonal use for the three (3) consecutive normal months not including the month in which the repairs were made) will be given, provided:
  - a) The City is given a certification in writing showing the exact date, location and type of repairs made; and
  - b) The City agrees that the water did not go into the sanitary sewer system.
4. If water was used to fill a swimming pool and the water does not go into the sewer system, a credit of one hundred percent (100%) of the sewer bill above the average (based on seasonal use for the three (3) consecutive normal months not including the month in which the pool was filled) will be given.
5. If a customer experiences a leak and the customer is on the outside water rate schedule, the Customer Service or Utility Billing Representatives may convert the customer to the inside water rate schedule and adjust the water billing covering the period of time the leak occurred, provided:
  - a) The City is given a certification in writing showing the exact date, location and type of repairs made.
6. Only three (3) adjustments per location will be made within a calendar year with each covering a one month period. The total adjustment shall not exceed the statute of limitations, which is two (2) years.

**G. Load Management – Adjustments and Credits**

1. Billing Adjustment - If the City makes an error and the customer is due a credit, the period of time upon which the credit would be calculated would be from the date of the error or one year whichever is greater. Before any credit is given, written notice from a City service person is required.
2. If a switch is made inoperable by an unauthorized person, a chargeback will be made to the customer's account for a minimum of one year. If the customer can provide written documentation from a licensed electrician or repairman verifying a specific date when the switch was bypassed, the adjustment can be modified. If the customer has connected to a gas water heater or changed air conditioning or heat pump units, a chargeback would be calculated from the date of change or minimum of one year if no documentation is provided.
3. Billing Credits –

- a) Water heaters will be load-managed on a year-round basis with customers receiving a credit per month (or year) on their utility bills.
- b) The credit for controlling air conditioners will be based on the months of June, July, August, and September. During these billing months customers will receive a credit which will be posted on their utility bills.
- c) Credits will be posted against the normal monthly billing of a customer's account. Monthly bills with net credits will be posted to the next month's bill. Credits from closed accounts will be posted against other accounts the customer may have with the City before a check is issued to the customer.

**H. Extensions of Time for Payment**

1. Customers may request up to four (4) payments extensions each calendar year at no charge to the customer. However, the unpaid bill will be subject to the applicable late payment penalty. If requested, the due date will be extended to 1 week prior to the due date of the subsequent utility bill, preventing customers from having multiple bills due at the same time.
2. If payment is not made by the specified date, service will be disconnected without further notice and all amounts due to the City must be paid prior to reconnection.
3. All requests must be made by the account holder or their authorized/legal representative.
4. Customers being assisted by the Department of Social Services, Salvation Army and/or other local crisis intervention centers are exceptions to this policy.

**I. Due Date Extension Program**

The City is authorized to provide a Due Date Extension Program that provides additional time to pay utility bills on a recurring basis. For an appropriate fee, a customer's due date can be automatically extended not more than an additional 13 days from the original due date. Once enrolled in the program the fee will be billed in each monthly bill and the service will continue until the customer submits a written request to discontinue the service.

**J. Joint Applicants**

1. The City recognizes a joint application for service which allows credit to be established for both spouses or roommates collectively. A separate application will be requested if more than one connection is requested.
2. Under the necessities doctrine, spouses will be held liable for the necessary expenses incurred by their spouse even though they did not agree to pay for the services.
3. When the city receives a request to establish services, the city will allow the services to be placed in a joint applicants' name if both names are on the original lease or deed. When an account is setup with joint applicants, the City will recognize the applicant with the personal information tied to the account as the primary account holder. In order for the co-applicant to have primary rights on the account, the City may require the co-applicant to submit certain personal information to add to the account as well. In these cases, both applicants are responsible for the account, including all financial responsibilities.
4. If the account is placed in only one applicant's name, the applicant is known as the primary account holder. The primary account holder can authorize access to the account by another individual. Once an individual is authorized on the account, the authorization continues until the primary account holder submits a request to terminate.

**K. Temporary Services**

The City shall allow Realtors, property managers, or other authorized agents to establish temporary service at permanent dwellings after verification of the agency agreement has been received. Authorized agents will have full authority on the account once services have been established.

**L. New Construction**

Contractors and Sub-contractors can only establish utility services after approval has been received from the Inspection Department.

### **III. Payment Options**

#### **A. Payment Options**

The City provides numerous alternatives for customers to submit payment at no cost to customers. The City reserves the right to add or eliminate payment options, charge usage or convenience fees or take any other action that in its sole and exclusive discretion is deemed prudent to properly allocate the cost of providing the payment alternative.

#### **B. Returned Checks and Electronic Checks**

1. Checks or other negotiable instruments refused by the Payor's bank for any reason are Returned Items. Upon notice of a Returned Item, the City will mail a notice to the customer demanding immediate payment of the full amount of the Returned Item. Payment must be made in cash, certified check, money order or by debit/credit card. All payments received following receipt of a Returned Item shall be applied against the Returned Item, notwithstanding any other amounts owed the City.

2. Customers with a Returned Item shall have until the nearest Friday not less than 5 days from the date of the letter notifying the customer of the Returned Item before subsequent actions will be taken against the account. Failure to pay by said date will result in disconnection on the following business day. If the Returned Item was tendered as payment of a prior Returned Item the customer's services will be immediately disconnected without notice.

#### **C. Chargebacks**

Credit and debit card payments returned or reversed by the issuing bank, for any reason, are Chargebacks. Upon notice of a Chargeback, the City shall immediately disconnect utility services to the account the payment was applied. Chargebacks must be paid in full, along with all other fees and charges, prior to reconnection. Payment of a Chargeback may only be made in cash, certified check or money order.

#### **D. Multiple Offences**

1. All Returned Items and Chargebacks are Offenses towards the customer's account. If an account receives two (2) Offenses in any rolling 12-month period the City will require all payments be made in cash, certified check or money order for a 24-month period. Accounts incurring six (6) Offenses in any rolling 12-month period will require all payments be made in cash, certified check or money order for the life of the account.

2. The City reserves the right to pursue other remedies available (civil and criminal) against customers for Returned Items and Chargebacks. The conditions necessary to pursue these additional remedies (e.g., notice and grace periods) do not restrict the City's actions in pursuing other remedies, such as termination of service or other regular collection policies for delinquent accounts.

3. To the extent permitted by North Carolina law, a charge will be added to the customer's bill for each Returned Item and Chargeback.

#### **E. Payment Plans**

1. The City of Wilson may offer payment plans to assist customers for the following reasons (only):

- a) Customer has had inactive services for more than three months with an outstanding balance; or
- b) Customer has a high bill resulting from Budget Billing settle up, water leaks, or back bills.

2. Payments plans are not guaranteed. Each qualifying customer's case is evaluated by staff and payment terms are proposed to the Customer. If an agreement on terms cannot be reached the City may withhold utility services until the entire past due amount is paid in full. A payment plan is a contract between the City and the customer. The contract will include the following minimum provisions:

- a) The City will require a down payment of half of the total plan amount be paid up front.
- b) The City will not provide a bill for the payment plan amounts. The customer will receive a contract with the amount due and due dates in the initial office visit.
- c) The Customer can choose the due dates of the 5th, 15th, or 25th of the month. The customer's payments will be due on the due date, unless the due date falls on a weekend or municipal holiday, then the payment is due the following business day.
- d) The City is not obligated to provide a Second notice to the customer.
- e) Failure to make a payment on the payment due date agreed upon in the contract will result in disconnection of electric services at the active location the next business day.
- f) The City has the right to void the Payment Plan contract if the customer is disconnected for failure to make a payment by the due date stated in the contract.
- g) The customer will receive a signed copy of the contract prior to leaving the office.

**F. Prepaid Program Payment Plans**

Any customer with a past due balance may elect to enroll in the Prepay Program and have a portion of the past due balance paid over time. Customers selecting this option will pay the past due balance as a percentage of every payment made toward their current prepaid account balance. Specific details of this program are consented to by the customer through a Prepay Terms and Conditions Agreement signed by the customer.

**G. Usage Monitoring**

The City may provide customers the ability to view their utility consumption on a daily, hourly or other basis. The City will endeavor to provide this information to customers and authorized parties on an ongoing basis, but the City is not obligated to provide, or continue to provide, any such service. The City may change, alter, limit, expand or terminate altogether any such program, including the right to charge a reasonable fee for program access, at any time and for any reason.

**H. Medical Alert Program**

1. The customer has the responsibility of notifying the City if there is someone in the customer's household who is chronically or seriously ill, or on a life support system (heart/lung, respirator, etc.). The customer must provide a letter or certification from a doctor or hospital advising of the above condition. Customers may be requested to provide updated letters at any time, but in no event more frequent than once per year.

2. The customer has the responsibility to carefully handle the customer's account so that service will not be interrupted for failure to pay. Notwithstanding any other provision, the City will make a good faith effort to make personal contact with the customer or member of the customer's household before service is terminated. The customer will have 24 hours from the initial contact to make a payment or payment arrangement to avoid termination of services.

3. **Due to conditions beyond the control of the City and its employees (storm damage, loss of generation, etc.), electric power cannot be guaranteed 100 percent of the time. Each customer should have a back-up plan for movement of the life support patient if the City is unable to restore power in a length of time which is acceptable or critical to the patient's well-being.**

**I. Energy Assistance Program**

1. The Energy Assistance Program is designed to assist low income utility customers by paying the portion of utility costs that remain unpaid after application of assistance from third party agencies. This program is not intended to cover the entire cost of a utility bill. The amount of the energy assistance benefit varies depending on a variety of factors, including, but not limited to, the household's size, income, and utility consumption. The Assistant Director of Finance, Business Operations shall publish standardized criteria for the awarding of Program funds at least annually.

2. Energy assistance is not guaranteed for every applicant. Customer Service employees are charged with the responsibility of assessing every situation to ensure the best allocation of the City's finances.

**J. Voluntary Contribution Program**

The Voluntary Contribution program allows customers to contribute to the City of Wilson's Energy Assistance Program. Customers can pay an additional amount, of their choosing, towards the program to assist their neighbors in need. The program is optional, and can be contributed to at any time by selecting the Voluntary Contribution Box during the online payment process or in the office with a Collection Clerk. For more details, contact the Customer Service Division.

**K. Outside Agencies**

1. Customers are encouraged to seek assistance with paying their utility bills prior to disconnection. Outside agencies requesting customer account information must receive prior approval. The customer must fill out a Release of Information Form (ROI) prior to the City furnishing information to Outside Agencies. Requests made without the written consent of the customer will not be honored by the City.

2. The City of Wilson accepts payment vouchers from select organizations. When the City receives a voucher from an approved organization the customer will receive a payment extension sufficient to allow the organization to submit payment. The customer will be responsible for any amounts not listed on the voucher and the payment extension does not extend the time for such amounts. Agencies that have not been approved for payment vouchers will not be afforded an extension.

## **IV. Termination of Service**

### **A. Terminating Service**

Any customer requesting termination of service(s) must inform the City of the location, the date service is to be disconnected and the forwarding mailing address for the final bill. The forwarding mailing address must be accurate in order for the customer to receive any final Bill from the City.

### **B. Disconnection Timing**

Disconnection from the City's utility system will be performed the same day if the request is received prior to 12:00 noon. A request received after 12:00 noon will be fulfilled the next working day.

### **C. Final Bill**

A customer's final bill will be mailed in a timely manner to encourage collection and customer understanding.

### **D. Transfer of Service**

Customers may transfer service from one location to another as long as accounts are not delinquent. The balance owed on a non-delinquent account may be transferred to the new account.

### **E. Closing a Utility Account**

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

2. Forced Closing of a Utility Account - Within two weeks after involuntary termination of utility services, the account will be closed. All fees and credits are then added to the balance and a "final" bill will be issued to the customer. Any balance owed to the City will remain open until the balance is paid.

### **F. Customer's Rights Prior to Termination of Service**

1. Customers are entitled to receive notice in writing regarding an overdue utility bill. This notice will be mailed on the fourth day following the Due Date (or the following business day).

2. Disconnections for non payment will not be made after 4:00 p.m., on city holidays or on weekends.

3. The City will discontinue utility service to customers for non payment only after giving the customer a reasonable opportunity to question the accuracy of the bill. Customers have the right to a hearing at which the customer may be present or be represented by counsel or another person of the customer's choosing who may present, orally or in writing, the customer's complaint and contentions. Hearings are informal meetings with supervisory or higher staff and may be immediately held or may be scheduled between 8:30 a.m. and 5:00 p.m., Monday through Friday.

### **G. Involuntary Discontinuance of Service**

1. The City may discontinue utility service for any one of the following reasons:

a) Failure of the customer to timely pay bills for utility services;

b) Failure of the customer to pay deposits as required or to increase deposits as required;

c) Upon discovery of meter or equipment tampering including by-passing the meter or altering its function;

d) Failure of the customer to provide city employees access to their meters at all reasonable hours (locked gates, loose dogs, parking cars over meters, etc., are violations of City policy).

e) Use of utilities for unlawful reasons;

f) Discovery of a condition which is determined to be hazardous or unsafe;

- g) Reselling utility services; or
- h) Violation of any of the City's utility service policies and procedures, as they may change from time to time.

2. Notice of disconnection will be provided where required by these policies. Where unlawful, unsafe and/or dangerous conditions exist, the City will take immediate action to safeguard life and/or property and provide notice after disconnection.

**H. Bankruptcy**

Utility services will not be altered, refused or disconnected based solely on a bankruptcy filing or on the customer's post-petition failure to pay for pre-petition service. However, the City shall demand assurance of payment (a deposit or other security) for future service after notice of the bankruptcy filing. The City shall provide twenty (20) days after the demand for adequate assurance of future payment to provide such assurance. During that period the City shall continue to provide service to the customer. If adequate assurance is not provided within the twenty (20) day time frame, service will be discontinued by the City. Adequate Assurance demanded shall be the highest deposit amount available under these policies.

**I. Disconnection based on Prior Debts**

- 1. The City shall disconnect customers with prior debts if:
  - a) The current services are in the name of the customer(s) with the prior debt; and
  - b) The customer has been delinquent for 10 days and the City has notified the customer of their intent to disconnect and has given the customer reasonable time to respond.

**J. Disconnection During Extreme Weather**

- 1. The City will not disconnect service for non-payment on any day temperatures are expected to remain below 32 degrees Fahrenheit or rise above 100 degrees Fahrenheit prior to 12:00 p.m.
- 2. If a customer's bill remains unpaid the disconnection for non-payment will occur on the first business day following cessation of the weather-related moratorium. This delay in disconnection for non-payment will not preclude the City from disconnecting at a future date and does not change the customer's liability for payment of all bills and fees.

**K. Reconnections**

- 1. When it becomes necessary for the City to discontinue services for any of the reasons listed in this Article, service will be restored only after payment of (1) all past due bills due the City; (2) a deposit as required; (3) any material and labor costs incurred by the City, according to the current Fee Schedule; and (4) all other fees and charges required by this policy. Prepay reconnections will be processed pursuant to the Prepaid Terms of Service Agreement.
- 2. After-hours reconnection without prior payment may be available for active accounts if the customer agrees to pay the past due amount owed and any additional fees by the noon the next business day. Customers can only receive one after-hours reconnection per bill.

**L. Allocation of Payments**

- 1. The City allocates payments in the order as defined by City Ordinance # 0-82-03, adopted September 4, 2003, as amended from time to time.

**M. Collection of Delinquent Debts**

- 1. In order to protect all rate payers the City of Wilson will aggressively pursue the collection of delinquent debts.
- 2. The City's final notice demanding payment will be mailed to the customer not less than 90 days after the closing of the account (voluntary or involuntary). Failure to pay all outstanding amounts owed or enter into a payment arrangement prior to 120 days after the closing of the account will result with the customer being referred to a third party collection agency.

3. When the customer is referred to a third party collection agency, the unpaid debt may become a permanent part of the customer's credit report.
4. In addition, the City shall (as authorized by the NC Setoff Debt Collection Act) submit all delinquent debt in excess of \$50.00 to the NC Department of Revenue for collection by applying the debt against any income tax refund or NC Education Lottery proceeds the customer may be entitled to receive. In accordance with the Act, a local collection assistance fee will be added to the customer's account once submitted under this program.

## **V. Miscellaneous Provisions**

### **A. Authority**

The enactment of standard utility policies requires the approval of the Chief Financial Officer. As fee schedules, rates and other specific policies are updated; it will be the responsibility of the Chief Financial Officer or his designee to make sure the policy manual is revised. Changes other than fees and rate schedules are delegated to the Chief Financial Officer or his designee without requiring prior approval of City Council.

### **B. Scope**

1. This Manual is not meant to be all-inclusive but offers direction and guidance for employees of the City.
2. The intent of these policies is to provide the customer, the electrical and building trades, and the employees of the City a helpful guide with uniform policies governing the provision of utility services. It will serve as a guide for reasonable response to customer needs while meeting the requirements of good business practices on the part of the City.

### **C. Application of these Policies**

1. These policies apply to every customer or applicant for utility services. Copies of these policies are available on the City's website, [www.wilsonnc.org](http://www.wilsonnc.org).
2. These policies may be revised, amended, supplemented, or otherwise changed from time to time by action of City Manager or his designee. Customers are encouraged to seek answers to any questions by calling the City.

### **D. Customer Responsibility**

The City is not responsible for damage caused by turning on City utility services. Customers shall take all steps necessary to ensure personal and property safety prior to making the activation request.

### **E. Use of Personally Identifiable Information**

The City will not withhold the provision of utility services for failure of a customer to provide a Social Security number. A Social Security number is used to determine the customer's creditworthiness and for debt collection purposes. Customers that fail to provide a Social Security number shall be charged the highest applicable deposit under these policies.

### **F. Special Contracts**

Provisions of a special contract or tariff between the City and a customer will control over these policies.

### **G. Part of all Contracts**

These policies are part of all oral and written contracts for providing and receiving utility services from the City; provided, however, subject to applicable law, parties to a contract may, by making specific written reference thereto, exclude all or any part of these policies from their contract.

### **H. Waiver of Rights**

Although the City and its customers may not always exercise the rights specified in these policies or available to them by law, that does not prevent the City or the customer from exercising those rights at a later time.

**I. Data Privacy**

Customer Billing Data is not a public record. The City will not release Customer Billing Data to any third party unless the recipient has been authorized by the customer to receive such information. This provision does not bar the City from releasing aggregate data for analysis by third parties. If a customer would like to have their billing information released to a third party, the customer must submit a Release of Information form to Customer Service prior to the release of information. The City will provide the requested information only after receipt of the ROI form.

**J. Customer Information Changes**

The City of Wilson makes every effort to keep customer account information accurate. In the event a customer's account information changes the customer is responsible for notifying the Customer Service Division. The City is not responsible for damages incurred resulting from customer failure to notify the City of changes to the customer's mailing or billing email address.