

GREENVILLE UTILITIES COMMISSION
UTILITY REGULATIONS

PART D

CUSTOMER SERVICE POLICY

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PART D

CUSTOMER SERVICE POLICY

1.0 SCOPE

- 1.1 The intent of this policy is to provide uniform procedures and charges for electric, water, sewer or gas service.

2.0 DEFINITIONS

- 2.1 Certain words as used in this filing shall be understood to have the following meanings:

2.1.1 “A good credit rating”
(Residential)

- A new Residential customer has a good credit rating if at time of application they have an excellent credit score from a credit reporting bureau, a letter from an electric, gas or water utility showing a good payment history, or if customer has previous good credit history with the Commission as herein defined.
- An existing Residential customer may obtain a good credit rating by paying in a timely manner for the last 12 consecutive months.

2.1.2 “A good credit rating”
(Non-Residential)

- A new Non-Residential customer may obtain a good credit rating at point of application with evidence of a good utility payment record in a similar business.
- An existing Non-Residential customer may obtain a good credit rating by paying in a timely manner for the last 12 consecutive months.

2.1.3 “An unknown credit rating”

- Any class of customer who has no credit score from a credit reporting bureau, or no known utility pay history. A new Non-Residential account can be

assigned this rating if it's principal(s) has no prior experience in this type of business.

- 2.1.4 "An unsatisfactory credit rating"- A new Residential account with an unsatisfactory credit score from a credit reporting bureau, or a residential customer who the Commission has evidence of previous poor pay history.
- A Non-Residential or Residential customer that has reached a certain cumulative credit index of points. The number of credit points is set for all customers by the Commission's credit staff to ensure fairness.

3.0 CUSTOMER DEPOSITS

3.1 Residential Customers' Deposits

- 3.1.1 If a residential deposit is required at initial sign-up, the minimum deposit shall be in accordance with the following table unless the risk of nonpayment would indicate a higher deposit would be appropriate as noted in 2.1.4.

Residential Deposits

Water Only	\$50.00
Sewer Only	50.00
Gas Only	100.00
Electric Only	100.00
Electric & Water	150.00
Electric & Gas	200.00
Electric, Water & Gas	250.00

3.2 Non-Residential Customers' Deposit

- 3.2.1 Non-Residential customers shall, at the time of application for initial service, pay a deposit equal to two (2) months' average bill, as estimated by the Commission. After six (6) complete billing periods following the initial deposit, the customer's billing and pay history may be reviewed at the customer's request by the Commission at which time a partial refund of the deposit may be appropriate based on good pay performance. Conversely, if pay performance has been unsatisfactory the Commission reserves the right to require an additional deposit amount. This Section (3.2.1) is not applicable to Non-Residential accounts with a good credit rating (see 2.1.2).

3.2.2 Customers requesting a temporary hydrant service shall, at the time of application for service, pay a deposit according to the following:

5/8"	Temporary hydrant meter	\$100
3"	Temporary hydrant meter	\$300

This section (3.2.2) is not applicable to non-residential accounts with a good credit rating (see 2.1.2).

3.3 Credit History - All Classes of Customers

- 3.3.1 Deposits for all classes of customers will be determined at time of application, however required deposit amounts may change as credit status and cost of services billed change. Deposits are required based on an assessment of risk of non-payment. Actual cash deposits can be waived if sufficient surety bonds, letters of credit or other credit enhancements are provided to GUC. The initial deposit requirement, can with the approval of the Customer Service Supervisor, in accordance with guidelines established by the Credit Supervisor be amortized over a period not longer than 3 billing cycles.
- 3.3.2 Customer deposits will be refunded upon customer request to all accounts with a "good" credit status maintained during the last 12 months of service. Accounts that have acquired an "unsatisfactory" rating by exhibiting poor pay habits to the Commission may have their deposit credited to their accounts in increments as their pay performance improves or after 12 consecutive months may have the deposit refunded in its entirety.
- 3.3.3 Customers that continually exhibit poor pay habits may have their deposit amount increased incrementally through the billing process. This process may continue until GUC has obtained adequate security.
- 3.3.4 The Commission will maintain a credit history on all customers based on payment of utility bills. Three credit ratings will be used; 1. Good, 2. Unknown and 3. Unsatisfactory. The credit rating period is the last 12 months. The initial assessment of a customer's credit rating will be done by the Customer Service Supervisor following the Credit Supervisor's guidelines. The on-going assessment of a customer's pay history will be facilitated by an automated credit assignment system.

3.4 Interest Payment

- 3.4.1 Interest is not paid on deposit accounts.

3.5 Deposits And Service Disconnect

- 3.5.1 Any customer who fails to provide deposit as required and specified to protect the Commission from loss of revenue within seven (7) days of written notice, shall be subject to service interruption until such requirements are satisfied.
- 3.5.2 Any Customer whose service has been interrupted because meter, wires, or other apparatus have been tampered with in any manner shall pay such deposit, fees or other associated costs as required by the Commission.

3.6 Utility Letter of Credit

- 3.6.1 When a new residential customer applies for service and can provide the Commission with a letter from a public utility providing electric, water, and/or gas service verifying the Customer's pay history during a recent 12-month period was good, the requirement for a service deposit will be waived. If the letter stating good pay history from the public utility is not available at the time application is made, the Customer shall make a temporary deposit as required in Section 3.1 above, which if a cash deposit was paid, will be refunded following receipt of the letter of good credit by the Commission. There will be a 10-day waiting period when payment was made by check.
- 3.6.2 Any Customer that feels that there exists just cause to be granted an exception to the Regulations as set forth in Section 3.6.1 above may request a hearing with the Credit Supervisor who may grant an exclusion or a modification to Section 3.6.1 because of extenuating circumstances.
- 3.6.3 Section 3.6.1 is applicable to Non-Residential accounts only when the customer presents sufficient evidence that the Utility Letter verifying good credit regards a service that is similar to the new endeavor. When the Commission determines that the new business is dissimilar i.e., different type of business and/or a larger operation than the previous venture, additional deposit may be required.
- 3.6.4 Regardless of the waiver of deposit on a letter verifying good credit from another electric, water and/or gas utility, provisions of Section 3.5 above shall apply.

3.7 Acceptance of Financial Responsibility For Utility Bills (Residential Only)

- 3.7.1 Where a Customer of Greenville Utilities has a "good" credit rating with the Commission, as prescribed in Section 2.1.1 and desires to accept financial responsibility for utility bills of a new customer, the deposit requirement of the new Customer will be waived. Approval of such an agreement and waiver of deposit is subject to proper execution of the

Commission’s “Acceptance of Financial Responsibility for Utility Bills” form. A cosigning Customer must also meet the criteria listed below:

- (a) Must be a minimum of 21 years of age.
- (b) Must have been a Greenville Utilities’ Customer for at least two (2) years as a homeowner or five (5) years as a renter.

3.7.2 A qualified Customer is limited to one cosignature of financial responsibility at any one time, except in regard to immediate family members (children, parents, siblings, grandparents), and then only with the approval of the Customer Service Supervisor.

3.7.3 Where a Customer is on record as being financially responsible for a new customer and desires to cancel the financial agreement, the agreement will remain in effect for 30 calendar days from the date such intention of cancellation is received in writing by the Greenville Utilities Commission. The customer of record will be notified immediately by the Commission in writing of the effective date of cancellation and of any requirement for continued service.

3.7.4 Although an individual customer cannot cosign for a Non-Residential account, a customer may provide a personal guarantee for a business with approval of the cosigner and associated documentation required by the Credit Supervisor.

4.0 SERVICE FEES

4.1 Service Fees shall be charged to customers requesting or requiring special services, such that these costs will not be included in basic rates for electric, water, sewer or gas service. Periodic adjustments will be made by the Commission to reflect increased or decreased cost of providing specific services.

4.2 Service fees shall be charged as follows:

		Weekdays 8 AM -5 PM	Nights Holidays Weekends
4.2.1	Cut-on Electric Water and/or Sewer service on fixed dated, read meters and set up new account.	\$25.00	\$40.00
4.2.2	Set up new account only, customer to assume all usage cost since previous regular meter reading.	\$ 5.00	NA
4.2.3	Transfer of apartment tenant account	\$ 10.00	NA

4.2.4	Cut-on Gas service (including restoration of service following termination of delinquent account), but <u>not</u> requiring lighting of pilots.	\$45.00 \$65.00	\$55.00 Summer \$75.00 Winter
4.2.5	Cut-on Gas service (including restoration of service following termination of delinquent account), but when requested to light pilots.	\$50.00 \$70.00	\$60.00 Summer \$80.00 Winter
4.2.6	To change meter delivery pressure for Gas	\$45.00 \$65.00	\$55.00 Summer \$75.00 Winter
4.2.7	Read and leave on Electric, Water & Gas (no service required), set up new account.	\$10.00	NA
4.2.8	Restore Electric, Water, and/or Sewer services, following termination of delinquent account, when payments received as noted.	\$35.00	\$55.00
4.2.9	Expenses associated with the theft of services:		
	- Trip Charge (service tech)	\$40.00	\$ 80.00
	- Trip Charge (Bucket truck)	\$80.00	\$120.00
	- Staff's Time (per hr. rate)	\$30.00	\$ 40.00
	- Meter Testing	\$35.00	NA

4.3 Where the trouble is found to be in the Customer's system and not the responsibility of GUC, the customer will be charged the actual costs to locate and/or assist in the restoration of electric, water or sewer service. Although "actual" costs and charges will vary, **minimum** charges are as follows:

	Weekdays 8 AM - 5 PM	Nights Holidays Weekends
Electric	\$30.00	\$45.00
Water	\$30.00	\$45.00
Sewer	\$30.00	\$45.00

4.4 Except in emergency or unusual circumstances, as determined by the Dispatcher, no cut-on of new electric, water, sewer or gas accounts, or restoring of delinquent accounts will be made after 11:00 p.m.

5.0 TERMINATION OF SERVICE

- 5.1 Requested Discontinuance of Service -- When a Customer desires to discontinue service, twenty-four (24) hours advance notice must be given to the Commission. The Customer will be responsible for all service usage within the twenty-four (24) hours following the time of notice to the Commission. Upon discontinuance of service and payment of the final bill any Customer deposits held will be refunded, in accordance with the Commission's Customer Deposit Policy.
- 5.2 Involuntary Discontinuance of Service – The Commission may discontinue electric, water, sewer and/or gas service for one or more of the following reasons:
- 5.2.1 Failure of a Customer to pay bills for electric, water, sewer and/or gas service within the time provided in Section 6.0.
- 5.2.2 Failure of a Customer to make a deposit to guarantee payment of charges for electric, water, sewer and/or gas service, or to increase deposit when required in accordance with Section 3.0 (Customer Deposits).
- 5.2.3 Refusal by Customer of reasonable access to Commission-owned metering facilities on Customer's property.
- 5.2.4 Refusal by Customer to pay for damage to Commission facilities on Customer's property.
- 5.2.5 Existence of potential safety or health hazard to Customer or Commission property and/or personnel.
- 5.2.6 In accordance with NC General Statute 160A -314 which allows discontinuance of service for an unpaid debt at a previous location.
- 5.3 When it becomes necessary for the Commission to discontinue electric, water, sewer and/or gas service for any of the reasons listed in Section 5.2, except 5.2.5, service will be reinstated only after payment of (1) all bills for service when due, (2) any deposit required by Section 3.0 (Customer Deposits), and (3) the reconnection fee in effect at the time of discontinuance of service, unless otherwise authorized by the Credit Supervisor.
- 5.4 If a Customer is receiving service at more than one location, service at any or all locations may be discontinued if bills for service at any one or more locations are not paid within the time specified by Section 6.0 provided, however, that residential services shall not be discontinued for non-payment of bills for other classes of service. (See the exception in Section 5.5 below.)
- 5.5 A Customer's residential service may be discontinued for nonpayment of a

Non-Residential account, if the Non-Residential account is a sole proprietorship or partnership and in the same name as the residential account. If the residential account is delinquent then likewise the Non-Residential account can also be discontinued.

5.6 Customer's Rights - Billing Dispute

- 5.6.1 It is the policy of the Commission to discontinue electric, water, sewer or gas utility service(s) to customers for nonpayment of bill only after notice and a meaningful opportunity to be heard on disputed bills. Any request for a hearing on a disputed bill should be made by the customer before the past due date of the bill.
- 5.6.2 If any Customer disputes the accuracy of his/her bill, they have a right to an informal hearing at which they may be represented in person or by any other person of their choosing and may present, orally or in writing, their complaint and contentions.
- 5.6.3 Anyone desiring an informal hearing may contact the Customer Service Supervisor at the Greenville Utilities Building, 401 S. Greene Street, Greenville, NC, Telephone 252-752-7166. Hearings are held between 8:30 a.m. and 4:30 p.m., Monday through Friday.
- 5.6.4 The Customer Service Supervisor has authority to make a determination of the complaint and the authority to order that the utility service(s) not be discontinued. The Customer Service Supervisor will act reasonably to gather all pertinent information deemed relevant and reasonably necessary (recheck meter readings, ask for the meter to be checked, make sure the customer is on the applicable rate, etc.) to insure that a fair decision is reached.

5.7 Customer's Rights - Discontinuance of Service Due to Non-Payment

- 5.7.1 A customer, who is about to be discontinued because of non-payment of a utility bill or has, in fact, been discontinued can request an informal hearing by the Credit Supervisor. The Credit Supervisor will consider all pertinent information deemed relevant and reasonably necessary (medical or financial hardships and any extenuating conditions) to insure a fair decision.
- 5.7.2 Service termination may be temporarily suspended for medical hardships (immediate threat to life) or extreme weather days (Heat Index > 104, Chill Factor < 21), at the discretion of the Credit Supervisor.

6.0 PAYMENT REQUIREMENTS FOR UTILITY SERVICES

- 6.1 All bills are due and payable upon receipt. Past due dates shall be shown on all bills rendered. Payment is considered “made” when received in the Commission’s Collections office.
- 6.2 A bill is considered past due seventeen (17) calendar days (inclusive) after the billing date. Following the issuance of a notice of termination, a penalty will be assessed. This penalty will be shown on the next monthly billing as a current period charge. The penalty will be calculated on the past due balance at the rate of 1% per month.
- 6.3 Any Customer disputing the correctness of his bill shall have a right to a hearing as stated in Section 5.6. It is the responsibility of the customer to bring any dispute concerning their bill to the Commission’s attention prior to its past due date.
- 6.4 Short-term payment plans are available for eligible customers. Credit extension is subject to the review and approval of the Credit Supervisor through the Customer Service Representatives or Credit Section.

7.0 METER TAMPERING

- 7.1 Tampering with electric, gas or water meters is prohibited by N.C. General Statutes Section 14-151.1 as follows:
 - (a) It shall be unlawful for any unauthorized person to alter, tamper with or bypass a meter which has been installed for the purpose of measuring the use of electricity, gas, or water or knowingly to use electricity, gas or water passing through any such tampered meter or use electricity, gas or water bypassing a meter provided by an electric, gas or water supplier for the purpose of measuring and registering the quantity of electricity, gas, or water consumed.
 - (b) Any meter or service entrance facility found to have been altered, tampered with, or bypassed in a manner that would cause such meter to inaccurately measure and register the electricity, gas or water consumed or which would cause the electricity, gas or water to be diverted from the recording apparatus of the meter shall be prima facie evidence of intent to violate and of the violation of this Section by the person in whose name such meter is installed, or the person or persons so using or receiving the benefits of such unmetered, unregistered or diverted electricity, gas or water.
 - (c) Any person violating any of the provisions of this Section shall be guilty of a misdemeanor and upon conviction thereof shall be fined not more than five hundred dollars (\$500.00) or imprisoned not longer than two (2) years, or both fined and imprisoned, at the discretion of the court.

- (d) Whoever is found in a civil action to have violated any provision hereof shall be liable to the electric, gas or water supplier in triple amount of losses and damages sustained or five hundred dollars (\$500.00), whichever is greater.
- (e) Nothing in this act shall be construed to apply to licensed contractors while performing usual and ordinary services in accordance with recognized customers and standards.

7.2 All outstanding bills, estimated usage, and any associated costs and fees accruing due to a meter tampering must be paid before service can be restored at the service location when the same customer of record will be residing at that location.

8.0 RETURNED ITEMS

- 8.1 When, for any reason, a Customer's payment is returned by the bank on which the payment is drawn because the bank will not pay or honor the payment, the customer will be notified by mail that their payment was not honored and that service will be terminated after seven (7) calendar days if the payment is not made good. After the first two (2) occasions where a payment is returned on the same billing account within the previous twelve (12) months, the Customer's returned item may also be turned over to the proper authorities for criminal prosecution or civil sanctions as provided by law.
- 8.2 A \$25.00 service charge will apply for each returned check, in addition to any associated charges or fees.
- 8.3 Any Customer who has had two (2) returned checks in the previous twelve (12) months may be required to pay by means of cash, cashier's check, certified check or money order.
- 8.4 The Commission reserves the right to verify funds with the Customer's bank.

9.0 UNAUTHORIZED TAPS

- 9.1 Unauthorized taps or usage of electricity, water, sewer service or gas from Commission lines, mains, hydrants or other facilities will be disconnected upon discovery. The person or persons making an unauthorized tap, or the person directly benefiting from such electric, water, sewer or gas service will be billed for unauthorized usage at current rates as well as any associated cost incurred by the Commission. Service to the house, building or other customer-owned facilities will not be restored until such payment has been received by the Commission. The Commission reserves the right, under law, to take such proper legal actions as it deems appropriate, against the person or persons making unauthorized taps on electric, water, sewer or gas lines.

10.0 INSTALLMENT PAY PLAN

- 10.1 Except as provided in Paragraph 10.4 below, Customers shall pay the applicable water and sewer Tap Fees, as shown in Part C of the Terms and Conditions of Water and/or Sewer Service, at the time of application of service.
- 10.2 Any applicable Main Fees and/or Acreage Fees, as shown in Part C of the Terms and Conditions of Water and/or Sewer Service, are also due at the time application for service is made. The Commission may permit Customers to pay these fees on an installment basis in accordance with Paragraph 10.4 below.
- 10.3 Customers having existing, functional, water or sewer facilities who are required to connect to the Commission's facilities may include the payment of Tap Fees on an installment basis along with the Main Fees and Acreage Fees.
- 10.4 As a minimum, installment pay plans shall meet the following conditions:
 - 10.4.1 Payment of the total fees may be spread over a 12 or 24-month period, at bank prime plus 4%, at time of payment approval, provided the Customer signs a promissory note in the form specified by the Commission.
 - 10.4.2 The Commission provides an interest rate other than the rate described in 10.4.1 above to all direct customers of the Commission who are paying GUC fees resulting solely from forced annexations and whose household income is below 110% of the area family median income.
 - 10.4.3 The promissory note must be executed by the owners of the property to which service is to be provided.
 - 10.4.4 Any unpaid installment payments constitute non-payment. The Commission can elect to discontinue all utility services until the scheduled payments are brought up to date as agreed in the promissory note.
 - 10.4.5 The note may be prepaid in whole or in part at any time.