



TOWN OF SPRING HOPE

Utilities Policy 11-04-2024

Water and Sewer Utilities Policy

The policies in this document are established to provide fair and transparent information to the rate payers and citizens of the Town of Spring Hope.

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I. Establishing Services

A. Requests for Service – Residential Accounts

1. Residential customers requesting to establish services with the Town of Spring Hope are required to submit a completed utility service agreement in writing to the Town Hall. Service 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 Town of Spring Hope:
 - 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 Town of Spring Hope are required to submit a completed utility service agreement in writing to the Town Hall. 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 Town of Spring Hope:
 - 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 full financial responsibility for payment of the account. Any additional persons authorized on the account should be submitted in writing by the

Responsible Party.

- C. **Billing.** All utility bills are payable upon receipt and due the 20th of the month. Payment can be made by mail, in the Town Hall offices, or on line at www.springhope.net. Late fees of 5% of the total are applied on the 21st of the month and accrue until paid. Disconnections for non-payment begin at 11 am on the 26th of the month. Accounts that remain unpaid after 30 calendar days are closed.

D. **Prior Debts**

The Town shall refuse to furnish new service to an applicant who is indebted to the Town for service previously furnished at any address served by the Town. The Town 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 Town are required to be paid in full before the Town reinstates utility services. The Town, 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.

E. **Connection Scheduling**

1. Connection to the Town of Spring Hope’s utility system is available Monday – Friday, excluding municipal holidays. The time of connection is in the exclusive discretion of the Town.
2. The Town requests not less than one (1) day’s notice to schedule the connection of utility services.

F. **Meter Installation**

New water meter installations take time to complete. The Town cannot guarantee a scheduled time for this installation, but will make every effort to have the meters installed in a timely manner.

G. **Customer Deposits**

1. The Town shall enforce standardized deposit requirements for all customers

requesting services from the Town.

2. The required deposit shall be published annually as component to the Town budget or accompanying schedule of fees.

H. Residential Deposits

1. Residential deposits shall be required.

I. Non-Residential Deposits

1. Deposits shall be required of all non-residential users.

2. The deposit must be paid in cash prior to establishing services.

3. High usage non-residential users, over 40,000 gallons per month, may be required to provide a deposit equivalent to that of a bulk water deposit.

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.

J. Refunding of Deposits

1. All deposits will be refunded promptly and automatically when service is voluntarily discontinued and all bills are paid in full. 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. Due to the billing cycle it may take more than a single billing cycle to receive a final bill.

2. The Town of Spring Hope will retain a Deposit for the life of the utility account.

3. 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.

4. The Town of Spring Hope does not pay interest on any deposit held.

K. Utility Rates

1. The Town's water and sewer rates are set by Town Board and are fair, reasonable, just, uniform, and non-discriminatory.

2. Rates are published annually as part of the Town budget.

L. 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 Town will provide notice of impending account closing not sooner than 30 days following notice of death. The Town will strive to accommodate grieving relatives when reasonable.

II. Billing Procedures

A. Billing Adjustments - Water and Sewer

1. If the Town has inadvertently overcharged a customer as a result of a misapplied schedule, an error in reading the meter, or any other human, machine, or other error, the Town shall credit the excess amount paid without interest with the following provisions:

- a) If the interval during which the customer was overcharged can be determined, then the Town shall credit the excess amount charged without interest during that entire interval provided that the period shall not exceed the statute of limitations of six (6) months.
- b) If the interval during which the customer was overcharged cannot be determined, then the Town shall credit the excess amount charged without interest during the three (3) 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 monthly 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 Town will deduct the past due amount from any credit.

2. If the Town 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 Town, 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 Town as such, the Town 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 Town 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 Town shall collect the deficient amount incurred during the 12-month period preceding the date when the billing error was discovered by the Town.
- 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 Town 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 Town shall recover the deficient amount by the following provisions:

a) If the interval during which a customer was undercharged can be determined, then the Town 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 Town may collect the deficient amount incurred during the 12 month period preceding the date when the billing error was discovered by the Town.

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.

B. Adjustment For a Water Leak

1. No Credit will be given for water usage.

2. Credit is given for sanitary sewer usage equivalent to an average monthly usage based on the 12 months prior with the following provisions:

a) The Town is provided certification in writing showing the exact date, location, and type of repairs made.

b)

3. Only one (1) adjustment per location will be made within a calendar year with each covering a one month period. If a user experiences a second larger leak during a 12 month period. The Town will adjust for the larger of the two leaks minus the difference in the previous smaller adjustment.

C. Extensions of Time for Payment

1. Customers may request a payment extension. However, the unpaid bill will be subject to the applicable fees, late payment penalties, and disconnection/reconnection fees incurred.

2. If payment is not made by the specified date, service will be disconnected without further notice and all amounts due to the Town must be paid in full 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 or other local crisis intervention centers are exceptions to this policy.

D. Joint Applicants

1. The Town recognizes a joint application for service which allows service 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 Town receives a request to establish services, the Town 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 Town will recognize the applicant with the personal information tied to the account as the primary account holder. In all 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 that authorization.

E. Temporary Services

The Town 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.

New Construction. Contractors and Sub-contractors can only establish utility services after approval has been received from the Public Works Department.

III. Payment Options

F. Payment Options

The Town provides numerous alternatives for customers to submit payment at no cost to customers. The Town 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.

G. 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 Town will contact 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 Town.

2. Customers with a Returned Item shall have 48 hours (2 days) from the notification to 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. The Town reserves the right to immediately disconnect service due to suspected fraud.

H. Chargebacks

Credit and debit card payments returned or reversed by the issuing bank, for any reason, are Chargebacks. Upon notice of a Chargeback, the Town 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.

I. 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 Town will require all payments be made in cash, certified check, or money order for a 24-month period. Accounts incurring four (4) 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 Town 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 Town'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.

J. Payment Plans

1. The Town of Spring Hope 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 a 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 Town may withhold utility services until the entire past due amount is paid in full. A payment plan is a contract between the Town and the customer. The contract will include the following minimum provisions:
- a) The Town will require a down payment of a portion of the total plan amount be paid up front.
 - b) The Town will not provide a bill for the payment plan amounts. It is entirely the customer's responsibility to meet the deadlines of the plan.
 - c) The customer's payments will be due on the 20th of every month.
 - d) The Town 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 utility services at the active location the next business day.
 - f) The Town 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 agreement.
 - g) The customer will receive an email or other Town documented form of the agreement.

K. Medical Alert Program

1. The customer has the responsibility of notifying the Town 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 Town 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 Town and its employees (storm damage, loss of generation, etc.), utility service cannot be guaranteed 100 percent of the time. Each customer should have a back-up plan for the patient if the Town is**

unable to restore services in a length of time which is acceptable or critical to the patient's well-being.

L. 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 Town furnishing information to Outside Agencies. Requests made without the written consent of the customer will not be honored by the Town.

2. The Town of Spring Hope accepts payment vouchers from select organizations. When the Town 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 Town 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 Town and refund of deposit.

b. Disconnection Timing

Disconnection from the Town'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 may be fulfilled the next working day.

c. Final Bill

A customer's final bill will be mailed during the normal billing cycle and is payable upon receipt. It is the responsibility of the customer to settle of the account. Due to timing of billing cycles it may be that a final bill will be issued within two billing cycles.

d. Transfer of Service

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

e. Closing a Utility Account

i. After an account has been closed by either customer request or demand of the Town, all funds (including deposits, refunds, and credits) will be applied first

against amounts owed the Town on the closed account. Remaining funds will then be used against any amounts owed on any other accounts the customer may have with the Town. When those accounts have been cleared, a check for any remaining funds will be issued to the customer for the net credit.

ii. Forced Closing of a Utility Account - Within 30 days 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 Town will remain open until the balance is paid in full. If the customer wants to re-establish service a new application and deposit must be paid.

f. Customer's Rights Prior to Termination of Service

i. Customers are entitled to receive notice a printed copy of an overdue utility amounts. This notice is available upon request in Town Hall during normal business hours.

ii. Disconnections for non payment occur after 11 am on the 26th of the month. However, disconnections will not be made after 5:00 p.m., on Town holidays, or Fridays.

g. Involuntary Discontinuance of Service

i. The Town may discontinue utility service for any one of the following reasons:

1. Failure of the customer to timely pay bills for utility services;
2. Failure of the customer to pay deposits as required or to increase deposits as required;
3. Upon discovery of meter or equipment tampering including by-passing the meter or altering the meter's function;
4. Failure of the customer to provide Town employees access to their meters at all reasonable hours (locked gates, loose dogs, parking cars over meters, etc., are violations of Town policy);
5. Use of utilities for unlawful reasons;
6. Discovery of a condition which is determined to be hazardous or unsafe;
7. Reselling utility services; or
8. Violation of any of the Town's utility service policies and procedures, as they may change from time to time.

ii. Notice of disconnection will be provided where required by these policies. Where unlawful, unsafe and/or dangerous conditions exist, the Town 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 Town shall demand assurance of payment (a deposit or other security) for future service after notice of the bankruptcy filing. The Town shall provide twenty (20) days after the demand for adequate assurance of future payment to provide such assurance. During that period the Town 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 Town. Adequate Assurance demanded shall be the highest deposit amount available under these policies.

i. Disconnection based on Prior Debts

i. The Town shall disconnect customers with prior debts if:

1. The current services are in the name of the customer(s) with the prior debt; and
2. The customer is currently delinquent.

j. Disconnection During Extreme Weather

- i. The Town will not disconnect service for non-payment on any day temperatures are expected to remain below 32 degrees.
- ii. 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 Town from disconnecting at a future date and does not change the customer's liability for payment of all bills and fees.

k. Reconnections

- i. When it becomes necessary for the Town 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 Town; (2) a deposit as required; (3) any material and labor costs incurred by the Town, according to the current Fee Schedule; and (4) all other fees and charges required by this policy.
- ii. All reconnections take place during normal business hours of the Town of Spring Hope. There are no exceptions.

l. Allocation of Payments

i. The Town allocates payments in rank order of accrued service charges.

m. Collection of Delinquent Debts

- i. In order to protect all rate payers the Town of Spring Hope will aggressively pursue the collection of delinquent debts.
- ii. The Town'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.

iii. 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.

iv. In addition, the Town 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 designee to make sure the policy manual is revised. Changes other than fees and rate schedules are delegated to the Chief Financial Officer or designee without requiring prior approval of Town Board.

b. Scope

i. This Manual is not meant to be all-inclusive but offers direction and guidance for employees of the Town.

ii. The intent of these policies is to provide the customer, the building trades, developers, commercial or bulk purchasers, and the employees of the Town 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 Town.

c. Application of these Policies

i. These policies apply to every customer or applicant for utility services. Copies of these policies are available on the Town's website, <http://www.springhope.net>.

ii. These policies may be revised, amended, supplemented, or otherwise changed from time to time by action of Board of Commissioners. The interpretation of this policy is solely by the Town Manager or designee. Customers are encouraged to seek answers to any questions by calling the Town.

d. Customer Responsibility

The Town is not responsible for damage caused by turning on Town 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 Town 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 Town 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 Town; 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 Town and its customers may not always exercise the rights specified in these policies or available to them by law, that does not prevent the Town or the customer from exercising those rights at a later time.

i. Data Privacy

Customer Billing Data is not a public record. The Town will not release Customer Billing Data to any third party unless the recipient has been authorized by the customer to receive such information or by court order. This provision does not bar the Town 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 written notice to Customer Service prior to the release of information. The Town will provide the requested information only after receipt of the written request.

j. Customer Information Changes

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

Adopted November 2024