



CUSTOMER SERVICES

POLICY

MANUAL

for City of Shelby Utilities

COURTEOUS * RESPONSIVE * ACCURATE

Effective February 19, 2024

Adopted and approved the 19th day of February, 2024

PO Box 207 – Washington at Graham St. – Shelby, North Carolina 28151-0207

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Article I. INTRODUCTION

Section 1. Customer and Meter Services Mission Statement

The mission of this department is to provide our customers with courteous, responsive, and accurate services, as well as uniform procedures, rates, and charges that will treat all customers in a fair and indiscriminate manner while recognizing the distinct needs and requirements of each customer.

Section 2. Employee Values

City employees voted the following values most important:

- Honesty
- Integrity
- Teamwork
- Dependability

We will continue to strive for total honesty and integrity in order to provide a strong foundation for building trust in our community.

As City of Shelby employees, we are held to a higher level of accountability. Therefore, we accept no less than the highest order of responsibility for our decisions and actions.

Section 3. Purpose of Customer Service Policy

The purpose of this Customer Service Policy is to inform our customers of the manner in which the City will provide service to them, and to outline our responsibilities in providing these services. This policy is intended to offer direction and guidance to the City and its customers while recognizing some circumstances may arise that are not covered within this written manual and may require specific advice or recommendations. This policy also outlines the responsibilities and duties of the customer.

This policy may be revised, amended, supplemented, or otherwise changed from time to time by action of the City Council.

Specific policies and procedures related to each utility and its operation are contained in the utility's service policy.

ARTICLE II. RESPONSIBILITIES OF THE CITY AND THE CUSTOMER

Responsibilities of the City of Shelby's Customer Services Department include the following:

1. To treat each customer fairly and equally.
2. To review the needs of each customer and provide services that best meet the customer's needs.
3. To respond to customer complaints and concerns promptly and courteously.
4. To provide information on a customer's account when requested by the customer.
5. To provide meter reading, billing, payment posting, and new account initiation with the greatest amount of convenience and accuracy.
6. To be respectful of the customer's property.

The following "Responsibilities of the Customer" are general guidelines and not all-inclusive, but are expressed as to be followed in the relationship between the City and its customers.

1. To be responsible in paying their account in a prompt manner each month.
2. To provide information requested for provision of service by the City.
3. To be respectful and cooperative in dealing with City personnel.
4. To safeguard City property that is installed on the customer's property to provide for delivery and metering of service.
5. To bring inaccuracies or errors in billing to the City's immediate attention.
6. To notify the City of any extenuating circumstances pertaining to the customer's account
7. To allow city personnel unobstructed access to meters.

ARTICLE III. SERVICES PROVIDED

The City of Shelby is a full-service utility community. The Shelby utility system provides water service, wastewater collection, electric service, natural gas service, and stormwater management to residential, commercial, and industrial customers. Technicians in the Meter Services Department read over 25,000 meters throughout the month and utility bills are mailed out in one of three billing cycles. Customer Services and Meter Services staff are available to assist citizens with various utility services. Customer Services provides information pertaining to new accounts and programs, utility connections, rates, water and energy conservation, and similar customer service issues. Customer Services also receives and directs calls concerning issues with a utility, such as outages and other system problems. The Payments Division processes utility bill payments and connection fees, payments for building permits, business licenses, landfill charges, and various other revenue collected by the City.

ARTICLE IV. SERVICE HOURS, LOCATION AND CONTACT INFORMATION

The Customer Services Department is located inside City Hall at 300 South Washington Street and is open every business day from 8:00 a.m. to 5:00 p.m. Requests for same-day service must be made before 4:00 p.m. Our telephone number is 704-484-6866. The fax number is 704-669-6607.

Request for services outside regular business hours can be made by calling 704-484-6866. Please listen carefully to automated prompts. The City charges for these services in accordance with the Schedule of Fees and Charges, example located within Appendix A. Current fee schedule located within City-wide Schedule of Fees and Charges.

Emergency services are available 24 hours daily by calling 704-484-6866. Should an emergency call be a customer-related problem, the customer may be required to pay a service fee in accordance with the Schedule of Fees and Charges, example located within Appendix A. Current fee schedule located within City-wide Schedule of Fees and Charges.

Section 1. Mailing Addresses

For the most effective service, please send all payments and correspondences for Customer Services, Payments, and Meter Services to:

PO Box 207, Shelby, NC 28151-0207.

Section 2. Holiday Observances

New Year's Day	Fourth of July
Martin Luther King, Jr.	Labor Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving (2 days)
Juneteenth	Christmas (2 days)

For specific dates, please contact Customer Services at 704-484-6866.

ARTICLE V. START SERVICES

Section 1. Application for Utilities Services

Only the Owner(s) or Tenant(s) can apply for utility service with the City. The City requires proof that the applicant is the owner or tenant of the premises to be served. The following procedures apply with regard to application for utilities services:

- a. Anyone desiring utility services with the City must contact the Customer Services Department located at Shelby City Hall, 300 South Washington Street. An application can be completed in the office with a scheduled appointment or online through the customer portal at www.silverblaze.cityofshelby.com. The applicant must be of legal age, provide all requested information, and execute a Service Agreement, found in Appendix C. As a part of the application process, the City may require that the applicant provide photo identification, social security number or Federal Tax ID number, and driver's license number. If social security number or Federal Tax ID number are not provided, the required deposit will be twice the scheduled amount in the Customer Utility Deposit Policy located within Appendix B. Applications may also be accepted by telephone or facsimile in a format determined by the City. If the person furnishing the information is not the applicant, that person must show satisfactory proof, as determined by the City, of their authority to act for the applicant. If the applicant is a tenant, the applicant must furnish the name of the owner of the premises to be served, along with a copy of the tenant's lease agreement or other information indicating the owner's permission to obtain utility services by the tenant.
- b. Application for services by builders, contractors, and developers with reliable payment histories with the City may be exempt from the formal application procedures for construction requiring temporary utility services. These applications will be accepted by telephone, when accompanied by location and other relevant data for the services.
- c. Application for existing services (connects and/or disconnects) are typically completed within 72 hours. Please reference Appendix A, Schedule of Fees and Charges, for expected costs.
- d. On previous accounts receivable, the City will search its records to determine if a previous account existed for new applicants or other members of the customer's household. If an account did previously exist and it contains a balance due the City, the balance must be settled in order to establish a new account. The City will not allow any customer to establish or continue service if there is any outstanding debt due the City either by an agreement signed by the customer or by another person who is currently or was previously a member of the household or who resides at the service address.
- e. Customers may transfer from one location to another as long as bills are not past due. Deposit requirements may differ at the new location due to the services available at the location.

Forms of application (service agreement), schedules, rates, and copies of service regulations are available at City Hall and will be furnished to the customer on request.

The City of Shelby is not responsible for any damages caused by turning on utility services.

All services are turned on at the meter. As of January 2006, the City is not responsible for lighting gas pilot lights except in situations involving meter maintenance.

All agreements and contracts for service between the City and its customers, including the rate schedules and these service regulations, are subject to such changes and modifications as may be made and approved by City Council, or otherwise imposed by lawful authority.

Federal regulations mandate that the City provide notice as to the request for and use of collected social security numbers. *See* 5 USCS § 552a. Federal regulations also mandate that the City inform applicants for utility services that the City is authorized to collect this information under North Carolina state law as a utility provider. *See* N.C. Gen. Stat. § 132-1.10. The City requests use of the Tax ID numbers and social security numbers for the purpose of running a soft credit check to then determine a utility customer's potential need for a security deposit based on the applicant's credit. The information collected is part of the routine practice of the City as a utility provider and customer information and privacy is of utmost concern. State law, N.C. Gen. Stat. § 143-64.60, prevents the City from denying services for the refusal to provide a Tax ID number or social security number, but the City is permitted to collect this information for the limited purpose of determining a customer's creditworthiness. Thus, if an applicant refuses to provide this information, the City is permitted to charge a higher deposit to ensure the City's interest as a utility provider is protected. *See* N.C. Gen. Stat. § 160A-314.

Section 2. Deposit Requirements

The City of Shelby may require the customer to make an initial deposit, based on the current Customer Utility Deposit Policy listed in Appendix B, as a guarantee of the payment for utilities used. The deposit for utility service is collected as security so that all bills will be paid in full by their due date. The City recognizes that most customers pay their bills in full and on time; however, we seek to protect customers from the detriment of uncollectible accounts by other customers. In some cases, the City will allow customers to provide alternative guarantees of payment in lieu of the required deposit. The Deposit Policy includes requirements for residential and commercial accounts; deposit refund policies, deposit and service disconnect policies, and definition of good/bad payment history. Customers may find a reference under Appendix B, Deposit Policy.

ARTICLE VI. STOP SERVICES

Section 1. Voluntary Discontinuance of Service

In order to ensure discontinuation of services at a time requested by the customer, notice to the City in advance is required. When a customer desires to discontinue service, notice should be given to the City at least twenty-four (24) hours in advance of a workday. Failure to provide timely notice may result in additional fees billed to the customer. The customer will be responsible for all services consumed up until the time the services are disconnected by the City. Service requests to

discontinue service are accepted by telephone, in person at City Hall, and through the City's website at www.silverblaze.cityofshelby.com.

After an account is closed, all funds (including deposits, refunds, fees, and charges) will be applied first against amounts owed the City on the closed account. Then, any other accounts the customer may have with the City will be satisfied using the remaining funds. When all accounts are cleared, a check for the remaining money will be issued to the customer for any net credit.

Section 2. Involuntary Discontinuance of Service

- a. The City reserves the right to discontinue furnishing utility services to a customer, at any time without notice, upon the occurrence of any one or more of the following events:
 1. Failure of the customer to pay bills for utility service, deposits, or to increase deposit amount as required. See Appendix B.
 2. Whenever the City has reasonable cause to believe that the customer is receiving utilities without paying for them, or that the City's meters, lines, or other apparatus have in any manner been tampered with.
 3. Whenever, in the City's opinion, the condition of the customer's lines, equipment, and/or appliances are unsuitable for receiving services, or pose potential safety or health hazards to City property, City personnel, the customer, or to the public.
 4. Whenever the City determines that the customer's use of utilities or equipment interferes with or may be detrimental to the City's utilities systems or to the supply of utilities by the City to any other customer, including the violation of any City ordinances regarding the use of any utilities.
 5. Whenever the customer has denied an authorized City representative access to the City's meters, lines, or other apparatus installed on the customer's premises.
 6. Whenever it is necessary to prevent fraud upon the City.
- b. The City will discontinue the supply of utilities to a customer whenever requested by any public authority having jurisdiction.
- c. The City reserves the right to discontinue the supply of utilities under any of the above conditions irrespective of any claim of a customer pending against the City, or any amounts of money on deposit with the City as required in Section 5.
- d. Whenever the supply of utilities is discontinued in accordance with this policy, the City shall not be liable for any damages, direct or indirect, that may result from such discontinuance or reconnection.
- e. As a general rule, the City will not disconnect a customer's utility service after 1:00 p.m. on a Friday, on the day before a holiday, or on a weekend or holiday. Please refer to the Holiday schedule under Article IV, Section 2. However, in certain instances in which a service presents a hazardous, life threatening, or otherwise undesirable condition or in instances of meter tampering, the City reserves the right to discontinue utility service at any time (as stipulated earlier in this section).

Section 3. Extreme Weather Disconnect Guideline

If the temperature is below 32 degrees, the City will not perform any involuntary disconnections. Involuntary disconnections will be performed if the daily temperature reaches 32 degrees or above. On a day when a severe heat advisory is issued by the National Weather Service, the City will not perform any involuntary disconnections. These guidelines do not pertain to tampering and theft of service cases. Under these circumstances utilities will be terminated when the incident is discovered.

Section 4. Reconnection of Utility Services

- a. If utility services are discontinued for any of the reasons covered by Section 2, "Discontinuance of Service," the City will schedule the service reconnection after the conditions causing discontinuance are corrected.
- b. If utilities are discontinued because of improper use, or if in the City's opinion its meters, lines, or other apparatus were tampered with, the City may refuse to reconnect the customer's service until the customer completes the following:
 1. Paid all utility charges or required deposits that are currently owed.
 2. Paid to the City an amount estimated by the City to be sufficient to cover the utilities used but not recorded by metering devices and not previously paid for, plus a special reconnection charge, example provided under Appendix A, Schedule of Fees and Charges, plus any actual cost for damages to City apparatus.
 3. Made such changes in lines or equipment as may, in the opinion of the City, be proper for the City's protection.
 4. Achieved compliance with ordinances or regulations on utility use when disconnected for violation thereof.
- c. If utility services are discontinued by the City at the request of any public authority having jurisdiction, the customer's service will not be reconnected until authorization to do so is obtained from the public authority.
- d. When it becomes necessary for the City to discontinue utility service for nonpayment of past due utility bills, service will be reinstated only after payment of all past due utility bills and any deposit that may be required by Section 5. Any applicable collection charges for nonpayment will be added to the next utility bill.
- e. When it becomes necessary for the City to discontinue utility service for any reason other than nonpayment of past due utility bills, service will be reinstated only after payment of all past due utility bills and any deposit that may be required by Section 5. Applicable reconnect charges are summarized in the example of the Schedule of Fees and Charges contained in Appendix A. Applicable penalties and any reconnection fee in effect at the time of discontinuance of service must be paid before service will be restored. Services will not be restored after 10:00 p.m.

ARTICLE VII. UNDERSTANDING YOUR BILL

Section 1. Meter Readings

- a. When meters are installed by the City to measure utility services used by its customers, all charges for units consumed, except basic facility charges, shall be calculated from the readings of such meters. Water meter readings are used as the basis for determining sewer bills.

It is the City's policy to read every utility meter each month. Meters are read on a cyclical basis, and monthly bills are mailed periodically throughout the month to each customer with a utility account. The reading dates are scheduled to fall within the same weekly period each month. The City will strive to maintain a billing cycle of no less than 26 days or more than 35 days in the billing period. This does not include first bills and final statements for closed accounts.

The City reserves the right to estimate usage when extenuating circumstances prevail. Unless it is unavoidable, it is the policy of the City to not estimate an account for two (2) consecutive months. When we do have to make an estimate, we base it on the customer's previous utility usage. Because the metering system is based on "continuous read" meters, estimating consumption for one month will not affect total consumption over a two-month period. Any error in estimating will automatically be adjusted when the meter is read the next time.

- b. All metering devices installed for the purpose of metering utility service shall be located on the exterior of structures, easily and safely accessible by City personnel, so that they will be accessible for reading and servicing. If metering devices are made inaccessible, the City has the right to disconnection of service, after proper notification by the City.
- c. In the event a meter reader is unable to gain access to a meter, including business and residential addresses, the meter is automatically estimated. In the event any authorized employee is refused admittance to the premises by the tenant or owner or is hindered by the tenant or owner from making an examination of the meters, the City reserves the right to disconnect utility services until free access is granted to an authorized employee.
- d. The City has remote meter reading available in some areas. With this technology, customers with remote read meters will no longer be required to unlock gates or contain animals to have the meters read. The remote read meters will communicate with our meter technicians via radio frequency.
- e. The City will test each of the customer's meters for accuracy upon request once per calendar year. These tests will be charged to the customer based on the example of the Schedule of Fees and Charges located in Appendix A. The City may also randomly test meters currently in service at any time at no charge to the customer.

Section 2. Monthly Billing Procedures

Meters are read and bills are prepared each month. Before a customer is billed, meter readings and usage are audited to determine any unusual changes in the amount of utilities used. When differences are found, we immediately reread the meter before the account is billed to ensure accuracy.

Utility charges shall begin when the utility meter is installed. All installed meters are billed on active accounts.

The City reserves the right to estimate usage when extenuating circumstances prevail. Unless it is unavoidable, it is the policy of the City to not estimate an account for two (2) consecutive months. When we do have to make an estimate, we base it on the customer's previous utility usage. Because the metering system is based on "continuous read" meters, estimating consumption for one month will not affect total consumption over a two-month period. Any error in estimating will automatically be adjusted when the meter is read the next time.

Utility bills are mailed to each customer once each month and are payable as of the billing date. We make every effort to give our customers a fair amount of time to pay their bills. The bill also informs our customers about dates for scheduled bank drafting, late penalty dates, and disconnect dates for past due bills. Non-receipt of a bill for utilities by the customer shall not release or diminish the obligation of the customer with respect to the payment thereof. Utility bills are mailed monthly. The customer should contact the City if a bill is delayed or not received. If payment is received past the close of business on the due date, a penalty according to rates established in the example of the Schedule of Fees and Charges found in Appendix A will be applied. Current fee schedule located within City-wide Schedule of Fees and Charges.

Section 3. Selection of Rates

The City will select the appropriate rate schedule of those available in which the customer will be billed for each utility service. Copies of the City's rate schedules may be obtained from the Customer Services office or on the City's website. See Customer Service Hours and Location for contact information. The City encourages commercial and industrial customers to provide information about their operating conditions or other factors that may affect the selection of the rate schedule best suited for their operation.

Section 4. Adjustments and Billing Errors

If it is found that a utility has directly or indirectly, by any device whatsoever, charged, demanded, collected, or received from any consumer a greater or lesser compensation for any service rendered or to be rendered by such utility than that prescribed in the schedules of such utility, or if it is found that any consumer has received or accepted any service from a utility for a compensation greater or lesser than that prescribed in such schedules, or if, for any reason, a billing error resulted in a greater or lesser charge than that incurred by the consumer for the actual service rendered, then the method of adjustment for such overcharge or undercharge shall be as provided:

A. Overcharges

If the interval of overcharge can be determined, the amount of overcharge may be refunded to the customer for the entire interval, provided that such time period shall not exceed three (3) years. If the interval of overcharge cannot be determined, the City may refund the overcharge incurred for the previous twelve months. Usage and demand (when applicable) may be estimated if exact usage cannot be determined. If an overcharged customer owes a past due balance to the City, the City shall deduct that past due amount from any refund due from the City.

B. Undercharges

If the interval of undercharge can be determined, the amount of undercharge may be billed to the customer for the period of undercharge, provided that the time period for which the undercharge shall be calculated and time period for collection shall not exceed three (3) years. If the period of time over which the undercharge occurred cannot be determined, the City will collect the undercharged amount during the 12 months before the undercharge was discovered. Usage and demand (where applicable) will be estimated if exact usage cannot be determined. If the meter error is found upon test to be not more than 2% fast or slow, the utility shall not be required to make a billing adjustment. (NCUC Docket No. E-100, Sub 17, 5/10/74; NCUC Docket No. E-100, Sub 29, 11/29/77.)

Water and Sewer usage adjustment policy- If a customer has a water leak, broken pipe, toilet problem, or other similar issue causing a higher than normal water and/or sewer bill, the City will allow one adjustment to the water and/or sewer bill per three-year period for each location. Documentation showing repairs were made is required before an adjustment will be applied. Following proper documentation, the City will read the water meter to verify. The adjustment will not exceed two months billing cycle from date of first occurrence as indicated by the documentation presented for repairs even if multiple months are affected. Full water and sewer charges will apply to other billings. The customer will be required to sign a document stating they understand the water and sewer adjustment policy. The document will be kept on the account for the three-year period.

Section 5. Meter Tampering

Any customer whose service was disconnected because the meter, lines, or other apparatus serving their residence or business was tampered with in any manner shall pay such deposit as required to protect the City from loss of revenue, in addition to penalties and re-connection fees as defined in the example of the Schedule of Fees and Charges found in Appendix A. Current fee schedule located within City-wide Schedule of Fees and Charges.

An offending customer may also be subject to any civil or criminal penalties as may be imposed by City, State, or Federal regulations.

Tampering with utility meters is expressly prohibited by NC General Statute 14-151, as provided under Appendix D, and is punishable by fines and/or imprisonment.

Section 6. Appeals Process

Any customer who believes an error was made in an account balance or the amount of a bill has the right to appeal a decision based on the following order of sequence:

First Appeal:	To the Customer Service Representative
Second Appeal:	To the Customer Service Manager
Third Appeal:	A scheduled appointment with the Director of Finance
Final Appeal:	A written request to the City Manager or his designee

ARTICLE VIII. PAYMENT OPTIONS

- 1) By Mail – Please enclose the bottom portion (stub) of your bill with your check or money order in the envelope provided. City of Shelby, PO Box 207, Shelby, NC 28151-0207.
- 2) In The Customer Services Payment Division – Located on the first floor of City Hall at 300 S. Washington St., Shelby, NC 28150. Please bring your bill with you.
- 3) In Our Night Depository – Located in the back of City Hall at 300 S Washington St., Shelby, NC 28150. Use it anytime night or day. Envelopes are provided.
- 4) Automatic Bank Draft – Contact Customer Services at 704-484-6866 or refer to this policy for additional details.
- 5) Automatic Credit Card Payment Plan –Visit our secure website at www.silverblaze.cityofshelby.com.
- 6) Pay Online – over our secure website at www.silverblaze.cityofshelby.com,
- 7) Pay via our IVR phone system – call 704-484-6866 option 3
- 8) Pay via the bill pay kiosk located at the rear entrance of City Hall, 300 S. Washington St., Shelby, NC 28150.

Section 1. Automatic Bank Draft

The City provides a convenient program to allow for a customer's utility bill to be drafted from their checking account. This relieves the customer from having the possibility of lost or late payments and saves a trip to City Hall or the cost of an envelope and stamp. At the customer's option, the City will draft from the customer's bank account each month for the amount of the bill. The scheduled draft date is printed on the utility bill. The bill will be mailed in time to allow the customer the opportunity to review the bill and contact Customer Services with questions or concerns.

By allowing the draft, a customer does not forego their right to contest a bill or to have a correction for a billing error. The correction would be made in the form of a refund, a credit, or a charge to the account. If the draft is returned due to insufficient funds, the same remedies regarding returned checks shall apply.

To discontinue our bank draft program, please contact Customer Services Payments Division at 704-484-6866 before the processing date printed on your statement.

Section 2. Credit Card Payment Plan

This plan is designed for customers that choose to have their utility bill paid by credit card on a regular monthly basis. The City accepts Master Card, Visa, American Express, and Discover credit or debit cards. The credit card transaction will take place on the date printed on their utility bill.

Each customer must enter their credit card information on the web portal at www.silverblaze.cityofshelby.com. The customer will have the responsibility to ensure that all credit card information is correct and complete.

Before the credit card expiration date, customers are required to update credit card information in order to continue their monthly credit card payments without interruption.

To discontinue our credit card payment plan, please visit the web portal at www.silverblaze.cityofshelby.com to login and make the changes before the processing date printed on your statement.

Section 3. Application of Payment

The City reserves the right to apply any payment or payments made by the customer in whole or in part to any account due the City by the customer in connection with the furnishing of utility services.

Section 4. Credit Balances

Any credit balance will remain on the account until the account is closed, either voluntarily or involuntarily. The City will not refund a credit balance on an active account. The City will follow the deposit refund balance policy, see Appendix B, Section 1.5, when refunding a credit balance.

ARTICLE IX. CREDIT INFORMATION

Section 1. Payment Extensions

Payment options may be available prior to disconnection that will save the customer from additional fees. Contact with a customer service representative prior to disconnection is always more favorable than making arrangements after service is involuntarily interrupted. Only

authorized customer listed on the utility account should make requests for extensions. No more than one (1) payment extension will be granted in a three (3) month period. If the customer does not honor the terms of the extension, they will not be granted another extension for a period of twelve (12) months from the date of the breached arrangement. If payment is not made as agreed to in the Payment Extension Agreement, service will be discontinued without further notice and all payments, including any disconnect and reconnect charges, will be due and payable before reconnection.

Payment extensions will allow the customer to make their past due payment for a maximum period of two (2) full weeks from the disconnection date. Payment extensions are not granted on a customer's first bill at a location.

Section 2. Insufficient Funds or Credit

- a. No returned check, return bank draft, credit card, or other insufficient funds will be held more than five (5) days after notification. The customer will be notified that the payment was not accepted and that service will be terminated on a specified date unless an acceptable payment is made. If a customer's utility service was terminated for nonpayment and payment for restoration is made with a check that is subsequently returned, service will be terminated without further notification.
- b. The City reserves the right to require utility bills to be paid in cash, money order, certified bank check, or cashier's check from any customer having two or more insufficient funds or closed account, in connection with returned checks, automatic bank drafts, or credit card within any one-year period.
- c. When a customer has a check returned, a service charge will apply in addition to any other charges and fees as prescribed in the example of the Schedule of Fees and Charges within Appendix A. Current fee schedule located within City-wide Schedule of Fees and Charges.

Section 3. Collection of Delinquent Accounts

Final billing statements are referred to a collection agency after sixty days. After ninety days the unpaid account is also submitted to the NC Debt Setoff Program. This program garnishes the amount due the City from the customer's NC state tax refund.

ARTICLE X. PROGRAMS AND SERVICES

Medical Alert Program (Appendix E)

NC GreenPower (Appendix F)

Neighbor Helping Neighbor (Appendix G)

Appendix A – EXAMPLE OF SCHEDULE OF FEES AND CHARGES



SCHEDULE OF FEES AND CHARGES
 Current fee schedule updated as needed in the city-wide Schedule of Fees and Charges.
 Effective July 1, 2023 – April 14, 2024

<u>CUSTOMER SERVICE FEES</u>	8:00 AM TO 5:00 PM	WEEKEND, HOLIDAY, & AFTER 5:00 PM
Application fee*	\$10.00	N/A
Service Call**	N/C	\$60.00
New Customer Service **	N/C	\$60.00
Returned Check	\$25.00	N/A
Non-Pay Collection Charge***	\$50.00	N/A
Non-Pay Reconnect **	N/C	\$60.00
Late Payment Fee	\$10.00	N/A
Remove or Lock Meter	\$40.00	N/A
Meter Interference (Per GS § 14-151)	Criminal or Civil Action, including felony or the greater of triple losses or \$5,000.00	
Damage to City-issued utility equipment/meters	Fee = Replacement cost of equipment	
Disconnect/Reconnect ELECTRIC Service at Riser	\$60.00	\$125.00
Disconnect/Reconnect ELECTRIC Service at Pole	\$60.00	\$125.00
Temporary ELECTRIC Service	N/C	N/A
First Meter Test	N/C	N/A
2nd Request Test (within 12 months)	\$40.00	N/A
First Utility Bill Reprint	N/C	N/A
2 nd Utility Bill Reprint (within 12 months)	\$1.00	N/A
Meter Test (if tampering is involved)	\$40.00	N/A
N/C = no charge N/A = not available or applicable		Original schedule Est. June 1, 2008

*New Account Application fee appears on first month’s bill

** Service calls to reconnect services will not be performed after 10:00 p.m.

***The City will waive one (1) Collection Charge and (1) Late Penalty as a courtesy in a 24-month period.

****The City will adjust fees for services provided by outside vendors as instructed by vendors.

Appendix B

CUSTOMER UTILITY DEPOSIT POLICY

1.1 Deposit Requirement

The City of Shelby may require the customer to make an initial deposit, based on the current Schedule of Fees and Charges, as a guarantee of the payment for utilities used. The deposit for utility service is collected as security so that all bills will be paid in full by their due date. In some cases, the City will allow customers to provide alternative guarantees of payment or proof of credit worthiness in lieu of required deposit.

1.2 Residential Customer Deposit Alternatives

Any customer who must pay a deposit for residential utility service may choose one of the following:

- A. Pay initial cash deposit (See Current Schedule of Fees and Charges.)
- B. Customers who can provide a letter of credit reference (showing equivalent or similar service) from their previous utility provider may be exempt from this requirement. However, if a customer's payment record deteriorates, a security deposit may be required for continued service.
- C. If the customer is the owner of the premises to be served, then a deposit will not be required. The City of Shelby reserves the right, however, to check applicant's credit references. If the customer's payment record does not exemplify a good credit/payment history, as defined in Section 1.6, a security deposit may be required for continued utility service.

1.3 Commercial/Non-Profit/Industrial Customers

Commercial/Non-Profit/Industrial Customers shall, at the time of application for service per account, pay a deposit as specified in the Schedule of Fees and Charges. Payment may be in the form of:

- A. Initial Cash Deposit.
- B. Irrevocable bank letter of credit or a surety bond in the amount of the specified deposit, issued by an insurance company or bank authorized to do business in North Carolina.
- C. Jointly owned Certificate of Deposit for the amount of the specified deposit, held by the City of Shelby, with interest paid by a local financial institution directly to the customer.
- D. If the customer is the owner of the premises to be served or the owner of a comparable business and can provide a letter of credit reference that displays an excellent credit history, then a deposit will not be required. However, if a customer's payment record deteriorates, a security deposit may be required for continued service.

FOR DEPOSIT REQUIREMENTS OVER \$2,000, the City requires surety bonds in the amount of the specified deposit, issued by an insurance company or bank authorized to do business in North Carolina. An original signed copy of the bond form must be provided to the Customer Services department. Surety bonds must be renewed annually, and an original copy of the renewed bond form must be provided to the Customer Services department upon each renewal. If the surety bond is not renewed by the required renewal date, a notice will be mailed to the customer stating that the bond must be renewed within 30 days of the date on the notice. If the bond renewal is not received by the date specified in the notice, services will be disconnected until such time the bond renewal is received. The City must also be notified of any changes regarding the surety bond or the insurance company that guarantees the bond. In the event the customer purports to be unable to secure a surety bond and provides satisfactory documentation of two bond application refusals, the deposit requirements for under \$2,000 will be accepted.

- E. A commercial customer can elect to go on auto draft in lieu of a deposit, excluding deposits \$2,000.00 or more that require a surety bond. The customer must sign an agreement to stay on auto draft for a twelve (12) month period to establish good credit history with the City of Shelby. Meaning the first twelve (12) bills are successfully drafted from the customer's account without any returned drafts, insufficient funds or any other issue. A deposit will be quoted to the customer in the agreement and if the customer's payment record deteriorates, the quoted deposit will be immediately required. The customer must sign the agreement when establishing services with the City of Shelby.

1.4 Deposits and Service Disconnect

Notwithstanding the initial deposits specified in the above sections, any customer whose service is involuntarily terminated for non-payment, meter tampering or other reasons shall pay such deposit as required in the Schedule of Fees and Charges to protect the City of Shelby from loss of revenue. These deposits shall be held and refunded only as stated in this policy. Within ten (10) days of written notice, any customer who fails to make required cash deposits or provide surety bonds or irrevocable letter of credit when specified shall be subject to disconnection of service until such deposit has been provided.

1.5 Deposit Refunds

Deposits may be refunded under the following circumstances:

- A. A deposit will be refunded promptly and automatically when service is voluntarily discontinued. All outstanding amounts on the final bill will be deducted from the deposit amount.
- B. The City of Shelby will return a customer's deposit when that customer has exhibited good credit as defined in Section 1.6.

- C. A deposit will not be refunded if the customer has another account with The City of Shelby that has a past due balance. The remaining credit on the account will be transferred to the other account which has a past due balance.

1.6 Definition of Good Credit/Payment History

Good Credit/Payment History can be defined as having no late payments, no returned checks, and no involuntary disconnections in the most recent twelve-month period at the customer’s current service address. Payments are considered late at such time as the \$10.00 late penalty is applied to the outstanding bill.

CITY OF SHELBY SCHEDULE OF UTILITY DEPOSITS

WATER

RESIDENTIAL	\$60.00
COMMERCIAL/INDUSTRIAL	TWO (2) MONTHS ESTIMATED BILL- PEAK USAGE MONTHS

SEWER

RESIDENTIAL	\$60.00
COMMERCIAL/INDUSTRIAL	TWO (2) MONTHS ESTIMATED BILL- PEAK USAGE MONTHS
RESIDENTIAL SEWER ONLY (no other utility services on account)	\$120.00 Residential
COMMERCIAL SEWER ONLY (no other utility services on account)	TWO (2) MONTHS ESTIMATED BILL- PEAK USAGE MONTHS

ELECTRIC

RESIDENTIAL	\$150.00
COMMERCIAL/INDUSTRIAL	TWO (2) MONTHS ESTIMATED BILL- PEAK USAGE MONTHS

GAS

RESIDENTIAL	\$140.00
SMALL COMMERCIAL	\$140.00
LARGE COMMERCIAL/INDUSTRIAL	TWO (2) MONTHS ESTIMATED BILL- PEAK USAGE MONTHS

Appendix C- Customer Service Agreement. Hard copy available.

Appendix D

§ 14-151. Interfering with gas, electric, and steam appliances or meters; penalties.

(a) It is unlawful for any person to willfully, with intent to injure or defraud, commit any of the following acts:

(1) Connect a tube, pipe, wire, or other instrument or contrivance with a pipe or wire used for conducting or supplying illuminating gas, fuel, natural gas, or electricity in such a manner as to supply the gas or electricity to any burner, orifice, lamp, or motor where the gas or electricity is or can be burned or used without passing through the meter or other instrument provided for registering the quantity consumed.

(2) Obstruct, alter, bypass, tamper with, injure, or prevent the action of a meter or other instrument used to measure or register the quantity of illuminating fuel, natural gas, water, or electricity passing through the meter by a person other than an employee of the company owning or supplying any gas, water, or electric meter, who willfully detaches or disconnects the meter, or makes or reports any test of, or examines for the purpose of testing any meter so detached or disconnected.

(3) In any manner whatever change, extend, or alter any service or other pipe, wire, or attachment of any kind, connecting with or through which natural or artificial gas or electricity is furnished from the gas mains or pipes of any person, without first procuring from the person written permission to make the change, extension, or alterations.

(4) Make any connection or reconnection with the gas mains, water pipes, service pipes, or wires of any person, furnishing to consumers natural or artificial gas, water, or electricity, or turn on or off or in any manner interfere with any valve or stopcock or other appliance belonging to that person, and connected with the person's service or other pipes or wires, or enlarge the orifices of mixers, or use natural gas for heating purposes except through mixers, or electricity for any purpose without first procuring from the person a written permit to turn on or off the stopcock or valve, or to make the connection or reconnections, or to enlarge the orifice of mixers, or to use for heating purposes without mixers, or to interfere with the valves, stopcocks, wires, or other appliances of them, as the case may be.

(5) Retain possession of or refuse to deliver any mixer, meter, lamp, or other appliance which may be leased or rented by any person, for the purpose of furnishing gas, water, electricity, or power through the appliance, or sell, lend, or in any other manner dispose of the appliance to any person other than the person entitled to the possession of the appliance.

(6) Set on fire any gas escaping from wells, broken or leaking mains, pipes, valves, or other appliances used by any person in conveying gas to consumers, or interfere in any manner with the wells, pipes, mains, gateboxes, valves, stopcocks, wires, cables, conduits, or any other appliances, machinery, or property of any person engaged in furnishing gas to consumers unless employed by or acting under the authority and direction of that person.

(7) Open or cause to be opened, or reconnect or cause to be reconnected any valve lawfully closed or disconnected by a district steam corporation.

(8) Turn on steam or cause it to be turned on or to reenter any premises when the steam has been lawfully stopped from entering the premises.

(9) Reconnect electricity, gas, or water connections or otherwise turn back on one or more of those utilities when they have been lawfully disconnected or turned off by the provider of the utility.

(10) Alter, bypass, interfere with, or cut off any load management device, equipment, or system which has been installed by the electricity supplier for the purpose of limiting the use of electricity at peak-load periods. However, if there has been a written request to remove the load management device, equipment, or system to the electric supplier and the electric supplier has not removed the device within two working days, there is no violation of this section.

(b) Any meter or service entrance facility found to have been altered, tampered with, or bypassed in a manner that would cause the 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 is prima facie evidence of intent to violate and of the violation of this section by the person in whose name the meter is installed or the person or persons so using or receiving the benefits of the unmetered, unregistered, or diverted electricity, gas, or water.

(c) For the purposes of this section, the term “gas” means all types and forms of gas, including, but not limited to, natural gas.

(d) Criminal violations of this section are punishable as follows:

(1) A violation of this section is a Class 1 misdemeanor.

(2) A second or subsequent violation of this section is a Class H felony.

(3) A violation of this section that results in significant property damage or public endangerment is a Class F felony.

(4) Unless the conduct is covered under some other provision of law providing greater punishment, a violation that results in the death of another is a Class D felony.

(e) Whoever is found in a civil action to have violated any provision of this section is liable to the electric, gas, or water supplier in triple the amount of losses and damages sustained or five thousand dollars (\$5,000), whichever is greater.

(f) Nothing in this section applies to licensed contractors while performing usual and ordinary services in accordance with recognized customs and standards.

Appendix E

City of Shelby

Medical Alert Program

1. The customer has the responsibility of notifying the City of Shelby if there is someone in the household who is either:
 - a. Chronically or seriously ill
 - b. On a life support system (heart/lung respirator, etc.)
2. The customer must provide a letter of certification from a doctor or hospital advising of the above condition. These letters will be reviewed and brought up-to-date once a year by a designated employee in the Customer Services Department. A customer who complies with these notification procedures will have a white seal placed on their meter to designate their household as containing a chronically ill or life support customer.
3. The customer has the responsibility to carefully handle his account so that service will not be interrupted for failure to pay. With the medical alert designation, the City of Shelby will make a good faith effort to make personal contact with the customer or member of their household before service is terminated. Each customer listed with the Medical Alert program should have a back-up plan for movement of the patient in the event of a disruption of power.
4. The City of Shelby will exercise all diligence in keeping the power flowing to a life support patient. However, 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.

Appendix F

WHAT IS NC GREENPOWER?

NC GreenPower is an independent, nonprofit organization established to improve North Carolina's environment through voluntary contributions toward renewable energy. A landmark initiative approved by the N.C. Utilities Commission, NC GreenPower is the first statewide green energy program in the nation administered independently by a nonprofit organization and supported by all of the state's utilities. The program is designed to improve the environment by encouraging the development of renewable energy resources through consumers' voluntary contributions to NC GreenPower.

Your support will help add more renewable energy to the power supply in our state.

Reasons to Sign Up:

You can make a difference. It is in your power to impact the future of our children by improving the quality of life and air quality.

It's affordable and tax-deductible. For as little as \$4 a month, you can help protect our environment. Your monthly tax-deductible contribution will add green energy to North Carolina's power supply. Over a year, that's the equivalent of not driving a car 74 days or of planting 150 full-grown trees.

It's easy. Supporting NC GreenPower is an effective way to advance the availability of renewable energy resources in our state. Most of us want to do something to help, but our limited resources and time make it difficult to act. NC GreenPower provides us the opportunity to support cleaner energy sources.

It's cleaner and environmentally sustainable. With green energy sources such as wind, solar and organic matter we can generate cleaner electricity. It's a great way to keep us all healthier.

It's smart. Traditional energy sources like fossil fuels are nonrenewable and inevitably will run out. Working today to build up our supply of renewable energy sources will give us a more secure energy future.

It is the right thing to do. NC GreenPower protects the environment to make North Carolina greener.

Appendix G

BILL PAYMENT ASSISTANCE PROGRAM

Neighbor Helping Neighbor

The City of Shelby has a program in place to assist customers that are having difficulty paying their utility bills. The winter months bring anxiety and discomfort to many in our community because of the difficulty in paying winter heating bills. The Bill Payment Assistance Program will provide funds to our aged, infirmed, and low-income members of our community in situations of extreme hardship. This program provides the opportunity for a neighbor to help another neighbor during times of family crisis.

The program is funded by contributions made by City of Shelby utility customers who elect to add \$1 or more per month to their utility bill. All contributions are tax deductible. Customers can make contributions independently of their utility bills in our Customer Services Payments Department located at City Hall.

The City recognizes that it cannot be involved with the provision of social services, therefore, the Bill Payment Assistance Program is provided in conjunction with the Salvation Army. For a customer to be eligible for assistance from this program, they must apply to the Salvation Army for assistance. All funds will be retained by the City, and disbursed on behalf of customers after proper notification from the Salvation Army. A utility customer may be eligible one time per calendar year for assistance, and total assistance per calendar year may not exceed \$200. This program does not supplant any federal, state, or local funds that may otherwise be available for assistance, but is to provide additional support should other funds not be available.

Appendix H

COMMUNITY GATEKEEPERS PROGRAM

The Gatekeepers Program assists elderly citizens who are sometimes unable to help themselves. There are many who healthy, active people in our community are, but there are others who are not so fortunate. They live alone and have little communication with others. If they become sick or unable to care for themselves, they can easily go unnoticed and unattended.

This program raises the awareness of employees who, in the course of their daily work activities, come into contact with citizens in the community. Gatekeepers are educated to recognize signs and symptoms that may indicate an elderly or special needs person is in need of help. Gatekeepers are not expected to assume the role of social workers or counselors. Gatekeepers are asked to keep a watchful eye while conducting daily work activities and make a simple referral for those people in need.

Gatekeepers look for changes in a person's overall ability to manage activities of daily living. Gatekeepers could directly observe any one or a combination of the following:

- Inability to communicate, including confusion, memory loss, becoming withdrawn, hostile, or angry.
- Personal appearance, such as poor hygiene, strong odors, poor grooming, or wearing dirty or inappropriate clothes.
- The condition of the home, such as extreme neglect, excessive clutter, or neglected pets.
- Physical losses such as difficulty seeing, speaking, or hearing, mobility of balance, significant weight loss, injuries, or untreated wounds.
- Difficulty in paying bills or unusual transactions.
- Inability to cope with recent loss of a spouse, family member or pet.
- Neglect, abuse, isolation, or wandering.

Referrals are reported to the Customer Services Department. When the referral is received, the initial contact will be to a third-party reference contact if available and then to the Department of Social Services or other social service agencies. Forcing assistance is not the goal but our citizens deserve to be informed of alternatives and options that will preserve their independence and enhance their quality of life.