CITY OF CONCORD
NORTH CAROLINA

CUSTOMER SERVICE
POLICIES & PROCEDURES

CITY OF CONCORD
CUSTOMER SERVICE POLICIES & PROCEDURES
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ARTICLE 1 - GENERAL

1.1. PREFACE

This chapter shall be and is collectively referred to and cited as "Guidelines to Customer Service Procedures of Concord, North Carolina."

1.2. POLICY STATEMENT

The City of Concord treats its citizens in a fair and indiscriminate manner, while recognizing the distinct needs and requirements of each customer. To provide uniformity of service, the City Council adopted this customer service policy. This most recently adopted edition of the Customer Rules and Regulations policy serve as the City's policy and is a reasonable response to customer needs while meeting the requirements of good business practices for the City.

The City Manager is the final authority on this policy.

The City's electrical operations also intend to adhere to all rules and regulations of the American National Standards Institute (ANSI) and the Institute of Electrical and Electronic Engineers (IEEE) entitled the "National Electrical Safety Code (NESC)" as amended. Further, all operations are prefaced upon safety for customers and coworkers alike. Safety guidelines are detailed in the American Public Power Association (APPA) safety manual as amended.

The City of Concord's Utility departments, where applicable, must comply with:

- N.C. Department of Labor (OSHA)
- N.C. State Building Code (Plumbing)
- N.C. Department of Health and Natural Resources
- N.C. Department of Transportation
- Environmental Protection Agency

The City of Concord's Utility departments, where applicable, may voluntarily comply with:

- American Water Works Association
- Water Pollution Control Association

The North Carolina General Statutes apply to all Concord Utilities where applicable.

1.3. AUTHORITY *(North Carolina General Statute 160A-312)*

These policies are approved by the City Council. The City Council may revise the fee schedules, rates and other specific policies from time to time. Information in this policy may be replaced by a later edition or amendment.

The Electric Director, Wastewater Director, Stormwater Director and Director of Water Resources' responsibilities include metering, operation and control of city utility lines and utility property. They oversee the enforcement of quality for construction, maintenance, and for improvements of the utility system.

The Customer Service Manager is authorized to hear customer grievances; and resolve customer issues within the boundaries of the Customer Service Policy. Every Customer has the right to

appeal the Customer Service Manager's decision to the Finance Director. If necessary, the customer may appeal the Finance Director's decision to the City Manager, as the City Manager is the final authority on this policy.

The North Carolina General Statutes included in this document are binding for Cities that own and operate utility distribution systems. The North Carolina Utilities Commission Guidelines do not apply Cities. The Public Utilities Regulatory Policies Act (PURPA) provisions included are mandatory.

1.4. SCOPE

1. This policy is not meant to be all-inclusive but offers direction and guidance for the City Manager and employees of the City.

2. This policy has been adopted by the City Council for all customers of the City.

3. The intent of this policy is to provide the customer, the electrical and building trades, and the employees of the City a helpful guide with uniform procedures for providing utility service. The City desires to treat its citizens in a fair and indiscriminate manner while recognizing that each customer has distinct needs and requirements.

4. Employees of the City have been empowered and well-trained to use this policy to deliver high quality service to customers. Employees are expected to deal with each decision with empathy and understanding, listening carefully to the needs and requirements of individual customers.

5. This policy is not meant as a substitute for personal initiative on the part of employees. It will serve as a guide for reasonable response to customer needs while meeting the requirements of good business practices on the part of the City.

1.5. DEFINITIONS USED IN THIS POLICY

1. ***CITY COUNCIL*** - Those officials elected to represent the citizens of the City as their governing body.

2. ***CITY*** - The City of Concord, its elected officials and its employees.

3. ***EMPLOYEES*** - The employee of the City.

4. ***UTILITY*** - The City of Concord Public Utilities (stormwater, electric, water and sewer), unless a specific utility is singled out in this policy.

1.6. APPLICATION OF THIS POLICY

1. This policy applies to every customer or applicant for utility service. Copies of this policy are available at the City's offices and on the City's website, www.ci.concord.nc.us.

2. This policy may be revised, amended, supplemented or otherwise changed from time to time by action of the City Council. Customers are encouraged to seek answers to any questions by calling the City's Customer Care Center, 704-920-5555.

3. The City is not responsible for any damage caused by turning on utility services.

1.7. CONFLICT

Provisions of a special contract or tariff between the City and a customer will take precedence over these policies if these policies are waived in writing, or in case of a conflict between the specific contract and theses general policies.

1.8. WAIVER AND RELEASE OF PRIVATE UTILITY INFORMATION

Information on a customer's private utility account is not a public record under North Carolina General Statute section 132-1.1. A customer may complete a Waiver and Release of Private Utility Information which allows customer's account information released to someone other than the account holder. A notary certification may be required if there is a question regarding identity. A sample waiver is reproduced on the next page.

WAIVER AND RELEASE OF PRIVATE UTILITY INFORMATION

Information on customer's private utility account information is not a public record under North Carolina General Statute §132-1.1

I waive my right to privacy in my utility account # _____ serving _____
(address)
only to the extent described below:

The City of Concord, its agents and employees, are permitted to release information on the utility described above only to _____
_____, _____,_____
(name) (address) (phone)

Customer(s) will hold the City of Concord harmless from any damages arising out of the release of this information. Customer(s), for themselves and their heirs, assigns, successors, representatives, agents and attorneys, hereby irrevocably and unconditionally RELEASES, ACQUITS AND FOREVER DISCHARGES CITY, its officers, elected officials, employees, agents and representatives, and the heirs, successors and assigns of all such persons or entities and all persons acting by, through, under or in concert with any of them, or any of them (hereinafter "Releasees"), from any and all charges, complaints, claims (whether in law or equity or whether under statutory or common law of the United States or any state thereof), liabilities, controversies, actions, causes of action, suits, judgments, demands, costs, losses, debts, interest, damages (of any kind whether actual, punitive, compensatory, double, treble or nominal), and expenses (including attorney's fees and costs actually incurred), which the Customer(s) or any of their heirs, representatives or assigns now have, or which may later appear or accrue, for any losses, injuries or damage, whether anticipated or unanticipated, resulting from, arising out of or connected directly or indirectly with any action or omission of the Releasees arising out of any transactions with Customer(s) or their agents, employees, or contractors concerning the waiver and release of utility information described herein. Customer(s) hereby covenant and agree that they will not initiate any lawsuit or proceeding against any of the Releasees with respect to any of these released claims and agrees to indemnify the Releasees from any expense, cost or damage incurred in connection with any action initiated by any party in violation of the covenants contained in this paragraph. Customer(s) hereby agree to indemnify and hold harmless the Releasees from any and all claims described above which may be filed by third parties.

Customer(s) warrant that they have had ample time to consider this Waiver and Release of Private Utility Information, they understand its provisions, and represent that they enter into this Release voluntarily.

THE UNDERSIGNED CUSTOMER(S) HAVE READ THE FOREGOING WAIVER AND RELEASE OF PRIVATE UTILITY INFORMATION AND REPRESENT THAT THEY FULLY UNDERSTAND IT AND INTEND TO BE BOUND BY IT UNTIL WITHDRAWN IN WRITING.

_____ _____
Date (Signature of Utility Account Holder)

_____ _____
City Witness (Signature of Utility Account Holder)

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

I, _____, a notary public in and for said county and state, do hereby certify that _____, personally appeared before me this day and acknowledged the voluntary execution of the foregoing agreement.

WITNESS my hand and notarial seal, this ____ day of _____, 20___.

My commission expires:_____ _____
Notary Public

(SEAL)

- - - -

ARTICLE 2 - RIGHTS AND RESPONSIBILITIES

2.1 Customer Responsibility ***(North Carolina Utilities Commission Guidelines Article 3, R8-9)***

1. Requirement for service:
   - Provide proof of land ownership.
   - Provide proof of 12 consecutive months of good payment history with another utility. Payment history should be within 24 months preceding date of application.
   - Provide a 24 month consecutive payment history for commercial accounts.
   - Pay cash deposit.

2. Allow utility department personnel access to property to set up and maintain service.

3. Pay bills by the Due Date shown on each monthly bill.

4. Notify the customer service department of another person a customer would like to receive any notice of service interruption for non-payment of bills.

5. Notify the customer service department if there is someone in the household who is either chronically or seriously ill, handicapped or on a life support system.
   Also let Customer Service know when life support system is no longer needed.
   Refer to Life Support Policy for more information on this issue.

6. Notify the customer service department of questions or complaints about service.

7. Be aware of city-owned property at the customer's home/business and safeguard it.

8. Install, maintain and repair the electrical, water, and sewer lines in the home/business.

9. The City provides utility service for the sole use and convenience of the premises under contract. The customer will ensure that utility service is not given or resold to a neighbor or tenant. Violation of this policy is cause for immediate disconnection of the customer's service following due process (notification).

10. The customer must notify the City if he/she is interested in an incentive rate, if the City offers one. In addition, the customer must notify the City when use changes may make him eligible for a change in rate.

Customer Rights ***(****North Carolina Utilities Commission Guidelines, Article 2, R8-6; Article 10, R8-51. Public Utility Regulatory Policies Act: Title I, Section 115)***

1. A customer has a right to request his deposit be refunded if he pays bills promptly for one year, or discontinues service from the City provided that all of the customer's utility accounts are current.

2. If the customer is notified of an impending disconnection for non-payment, he may discuss installment payments designed to pay the account in full, but such shall be subject to an agreement with the City's customer service representative, at the discretion of the City.

3. The customer or an agent approved by the customer according to section 1.8 has a right to request, free of charge, historic billing and usage information. If a utility department employee cannot find any reason for usage changes, the customer may request one free electric meter test per year. A fee will be charged if an electric meter test is requested more than once a year. The customer has a right to results of this test. Electric meter tests are subject to acceptable tolerances (plus or minus 2 percent).

   If a customer requests a test of their water meter by Concord Water Resources Department a test fee shall be charged in advance for this service. Water meters are subject to tolerance of plus or minus 2.5 percent. If the meter is inaccurate, the fee collected will be credited to the customer's account and the meter will be replaced at no cost to the customer.

4. The customer has a right to request a review of any complaint according to the grievance procedure.

2.2. CITY RESPONSIBILITY ***(North Carolina Statute 160A-314. North Carolina Utilities Commission Guidelines, Article 1: R8-1 through R8-4; Article 2: R8-5 through R8-7))***

1. Refund the customer's deposit if conditions are met.

2. Give notice, through the billing process, at least 10 days before service is interrupted for failure to pay. The notice will explain the reason for disconnection, the date when service will be disconnected and explain how the customer can avoid service interruption. The notice will respect a customer's right to privacy regarding publication of debt.

3. Avoid disconnection for non-payment during extreme weather conditions. (See Section Four, *Disconnection During Extreme Weather*.)

4. Avoid disconnection for non-payment after 4 p.m. on a Friday, on a weekend or on a city holiday. All other business days are subject to disconnections. *(See Section 5.7. Involuntary Discontinuance of Service.)*

5. Provide and explain rate schedules, how meters are read, and other additional, reasonable information.

6. Respond to questions or complaints from customers. The City may not agree with the complaint but pledges prompt courteous and complete answers.

7. Provide historic billing and usage information when requested by the customer.

8. Provide conservation information.

2.3. CITY'S RIGHTS

1. To access the City's equipment and utility facilities.

2. To receive prompt notice of changes in address, status of utility service, or problems with utility service.

3. To receive timely payment for services delivered to a home/business.

4. The appropriate department of the City shall take action in court or as otherwise permitted by law regarding equipment tampering or financial delinquencies.

ARTICLE 3 – ESTABLISHING SERVICE

3.1. OFFICE AND SERVICE HOURS

1. The City's customer service department is located downtown in the municipal building at 26 Union Street South. Office hours are 8 a.m. to 5 p.m. Monday through Friday. Routine and regular service work will be performed from 8 a.m. to 4:30 p.m. Monday through Friday, except for City holidays. Service work for unusual conditions may be arranged at other times upon request. The drive-in window is open from 8 a.m. to 4:30 p.m. each day.

2. Emergency restoration work is performed 24 hours a day, seven days a week. Please call: (704) 920-5000, 920-5555, 920-5300, or 920-5580 for emergency service.

3. Same day service may be granted upon approval of the Customer Service Manager or his/her designee. Same day service is not available on the days the City is disconnecting services for non payment. Additional connection fees may apply, please refer to the City's Fees, Rates & Charges Schedule. Same day service will only apply to residential customers applying for new service or transferring service. *Same day service is not available for meter sets.*

3.2. REQUEST FOR SERVICE

1. Original application for service: Any customer requesting services must complete an application/ agreement for services. A sample application and contract is contained at the end of section 3.2. The customer will show:

   [OPTIONS: photo identification, supply a Social Security number (or Federal Tax ID number in the case of a business account), rental receipt, and sign the application.] A deed or contract for sale may be required to confirm ownership.

   The City recognizes a joint application for utility service which allows credit to be established for both husband and wife. A separate application will be requested if more than one connection is requested.

2. **Accounting Information Changes**: Any changes of account information, mailing address, account name, etc. should be made in writing by the account-holder to prevent mistakes.

3. **Commercial and Industrial Accounts**: Accounts established for non-residential service will require a Federal Tax ID number and a signature by a duly authorized representative of a business entity. For a business not operated by a recognized legal entity the account will be listed in the name of a responsible person (owner, manager, etc.). That person accepts the personal responsibility for payment of the account. Applicant must provide a

Certificate of Compliance available from the City Development Services Department, 66 Union Street South, Concord.

4. **Service Requests for All Utilities**: Any request for utility service, or a request to add another service connection by a customer will be handled as a request for all services applicable to the location. Applications and fees are shown in the Fees, Rates and Charges Schedule.

5. **Place of application**: Customers may request utility service at the City or at other locations that may be designated by the City Council for customer convenience. If a customer wants to obtain service prior to arrival in the City, the City may provide service and mail a written contract to the customer. Mailed information should include acknowledgment of the establishment of service and an application/agreement for services for the customer to sign. The customer should also be notified of any required deposit and fees and shall pay those fees prior to connection.

6. **Connection Requests**: The City will strive to meet customers' needs for connection of service. Same Day Service Requests are covered in the City's Fees, Rates & Charges Schedule.

7. **Customers' request for policies**: Customers may obtain a copy of the City's policies on the City's website. www.ci.concord.nc.us. Customers may also request a verbal explanation of the City's policies.

8. **Service requests for new construction**: The customer will need to meet the requirements explained in the line extension section of the City's policy.

9. **Utility tips**: Answers to questions about utilities and conservation tips may be found on our website at www.ci.concord.nc.us.

_____ **(Account number if applicable)** _____ **(Write "landlord" here if landlord application)**

Return to: PIN:

CONTRACT FOR UTILITY SERVICES
(for use where existing lines adjoin the property)

THIS Agreement made the date last below written between the City of Concord, a N.C. Municipal Corporation ("City") and

_____
(Name or Names of Customers)

referenced jointly and severally below as Customer.

Customer desires to obtain connections to stormwater and [initial services desired]:
( ) water
( ) sewer
( ) electric
( ) temporary water, and/or
( ) temporary electrical

in accordance with all applicable law, regulation, or ordinances at:

☐ PLEASE CHECK THIS BOX IF APPLYING FOR MULTIPLE ADDRESSES. LIST FIRST ADDRESS BELOW AND THEN PLACE MULTIPLE ADDRESSES ON PAGE 6 AND SUBSEQUENT PAGES.

_____
(Insert complete address, including apartment, lot or unit identifier; E-mail address)

_____
(Insert mailing address)

Home: _____ Business: _____
(Insert phone numbers)

_____
(If customer is a tenant, insert owner's mailing address, phone number(s); E-mail address)

for [initial all applicable] ( ) residential* ( ) commercial* ( ) industrial* ( ) irrigation* purposes. Customer warrants that Customer has examined the above property and service lines to the above property are already in place.

* Customer shall complete required back-flow protection survey and install device required before connection.

Upon the payment of the charges set forth below and the continued payment of recurring charges based on use of the service and subject to verification of the availability of each of the utilities requested, the City of Concord will provide connection to the utility or utilities initialed above. Charges for the utility or utilities services shall commence immediately after connection without regard to the use of the service during that time. If sewer service is desired where water service is also available, Customer agrees to apply for both water and sewer services.

The City, in consideration of the payment below, will provide:

1) **only** a single connection to each utility initialed on this form,

2) installation of the lateral from each utility initialed on this form to
    a) the edge of the street right-of-way, or
    b) behind the curb line, or
    c) at the edge of a utility easement (whichever is applicable), and
3) installation of the water, sewer, and/or electric meter(s).

Customer shall be responsible for installation and maintenance of any potable water lines and appurtenances as needed or required on the customers side of the water meter. Customer shall be responsible for installation and maintenance of any sewer lines and appurtenances as needed or required on the customer's side of the sewer clean-out at or closest to the public right-of-way. Customer shall be responsible for installation and maintenance of any electric wiring and appurtenances as needed or required on the customers side of the electric meter. Sewer connections shall not be permitted on interceptor line mains unless Customer has access to an existing manhole.

Customer agrees to pay in advance, before any utility connection(s) is/are made or meter set, the sum of $_____ for a ____ inch sewer connection and $ _____ for a ____ inch water connection. This fee shall not apply if: [initial all applicable and provide documentation requested]

( ) all work was completed by the developer of the property in accordance with Article III of Chapter 62.

( ) other agreements have been made. (Attach contract.)

Charges for the new sewer and/or water taps and/or meters shall commence thirty (30) days after connection without regard to the use of the service during that time. Customer agrees bills are due and payable upon receipt. Bills become delinquent on the 26th day from the billing date. Customer agrees that this Contract may be filed with the Cabarrus County Registry to secure delinquent bills. Disconnection of service for non-payment shall occur without further notice on the 45th day from the billing date.

A reconnection fee will be charged to have service reconnected after disconnection in an amount identified in the most recently adopted` annual Budget Ordinance. If services are disconnected for non-payment, meter tampering, or returned check, a cash deposit may be required before

services are reconnected, and an additional cash security deposit may be charged in an amount identified in the most recent annually adopted Budget Ordinance.

Security deposits must be made pursuant to the most recent Budget Ordinance and the "Utility Policies and Procedures". Customer agrees to pay a charge for all returned checks.

The customer requesting service will be liable for the following delinquent utility accounts

1. All delinquent utility accounts in the name of the undersigned.
2. Any and all delinquent utility accounts of any other person who currently resides with the customer, if the customer and the person were members of the same household at a different location when the unpaid balance for service was incurred.
3. Any and all delinquent utility accounts of any other person if the person is a member of the customer's current household when the service was established and the person had an unpaid balance at that time.

The City of Concord's disconnection method applies to all City utilities. Partial payments will be allocated as follows: 1) Municipal Parking Deck, 2) Midland Capital Facilities Fee, 3) Environmental, 4) Stormwater, 5) Wastewater, 6) Water 7) and Electric.

The City of Concord reserves the right to use any information on the Contract for Utility Services to pursue collection of delinquent accounts.

I, Customer, do hereby affirm that I have read this contract and do hereby apply for utility service(s) to be provided at the location above. I agree to be responsible for the costs of any and all utility service(s) rendered and any damage to the property of City to or from the above location. I further agree to abide by all law, ordinance, and/or regulation (including, but not limited to City of Concord Code of Ordinances, Chapter 59, Electric Utility, Chapter 62, Water and Wastewater Utilities, Chapter 60, Stormwater Services and the "Utility Policies and Procedures") regarding the provision of utilities or the use of the above location. I warrant that all information furnished for the purpose of obtaining utility service(s) is true and complete and I agree to abide by the terms and conditions set forth above.

This the ___ day of _____, 2_____

USE BLACK INK ONLY

PERSONS APPLYING FOR SERVICE

_____ (Signature)

_____ (Signature)

****

CORPORATION, PARTNERSHIP, OWNER

_____
(Name)

BY_____
(Officer)

ATTEST: _____(Signature)

_____
Secretary
(Corporate Seal)
CITY OF CONCORD, NORTH CAROLINA

BY_____(Agent)

Attachment A

As per the Identity Theft Protection Act, it is unlawful to place certain identifiable information on documentation that may be placed on public record.

Below is a list of required information that is pertinent to establishing your utility account with the City Concord. This information is considered by the City of Concord to be *Confidential*. If your account is delinquent, Pages 1 & 2 will be placed on public record for purposes of collecting a debt.

Address of Property: _____, _____, NC _____

NAME: _____ [Customer No.1]

Social Security Number: _____[Customer No.1]

Birth date: _____/ _____/ _____ [Customer No.1]

Drivers License Number: _____ State Issued: _____ [Customer No.1]

NAME: _____ [Customer No.2]

Social Security Number: _____ [Customer No.2]

Birth date: _____/ _____/ _____ [Customer No.2]

Drivers License Number: _____ State Issued: _____ [Customer No.3]

Name of Company: _____

State Incorporated: _____

Federal ID No.: _____

IDENTITY THEFT PROTECTION ACT

NCGS §132-1.10(d):
No person preparing or filing a document to be recorded or filed in the official records of the register of deeds, the Department of the Secretary of State, or of the courts that may include any person's social security, employer taxpayer identification, drivers license, state identification, passport, checking account, savings account, credit card, or debit card number, or personal identification (PIN) code or passwords in that document, unless otherwise expressly required by law or court order, adopted by the State Registrar on records of vital events, or redacted… Any person who violated this subsection shall be guilty of an infraction, punishable by a fine not to exceed five hundred dollars ($500.00) for each violation.

The entire Identity Theft Protection Act can be found at http://www.ncga.state.nc.us/gascripts/statutes/statutes.asp

MULTIPLE PROPERTIES PAGE (LANDLORD/ OWNER ONLY)

_____

(Insert complete address, including apartment, lot or unit identifier; E-mail address)

( ) water
( ) sewer
( ) electric
( ) temporary water, and/or
( ) temporary electrical

_____

(Insert complete address, including apartment, lot or unit identifier; E-mail address)

( ) water
( ) sewer
( ) electric
( ) temporary water, and/or
( ) temporary electrical

_____

(Insert complete address, including apartment, lot or unit identifier; E-mail address)

( ) water
( ) sewer
( ) electric
( ) temporary water, and/or
( ) temporary electrical

_____

(Insert complete address, including apartment, lot or unit identifier; E-mail address)

( ) water
( ) sewer
( ) electric
( ) temporary water, and/or
( ) temporary electrical

_____

(Insert complete address, including apartment, lot or unit identifier; E-mail address)

( ) water
( ) sewer
( ) electric
( ) temporary water, and/or
( ) temporary electrical

_____

(Insert complete address, including apartment, lot or unit identifier; E-mail address)

( ) water
( ) sewer
( ) electric
( ) temporary water, and/or
( ) temporary electrical

_____

(Insert complete address, including apartment, lot or unit identifier; E-mail address)

( ) water
( ) sewer
( ) electric
( ) temporary water, and/or
( ) temporary electrical

_____

(Insert complete address, including apartment, lot or unit identifier; E-mail address)

( ) water
( ) sewer
( ) electric
( ) temporary water, and/or
( ) temporary electrical

3.3. CONNECTION SCHEDULING

Connection to the City's utility system is available during normal business hours. There is service available after normal business hours and, depending on the situation, it may be at an additional cost-based fee. **See Adopted Fee, Rate and Charges Schedule.**

3.4. PRIOR DEBTS

The City may refuse to furnish new service to an applicant who is indebted to the City for service previously furnished until all indebtedness has been satisfied. The City may also refuse to furnish service to any other member of the applicant's household if any of the following apply: (G.S. 160A-314)

a) The customer and the person were members' of the same household at a different location when the unpaid balance for service was incurred;

b) The person was a member of the customer's current household when the service was established, and the person had an unpaid balance for service at that time; or

c) The person is or becomes responsible for the bill for the service to the customer.

Amounts owing from delinquent accounts may be added to the balance of the new account and a pay plan set up for the customer if the customer qualifies by having less than 2 delinquent accounts. A customer with 2 or more delinquent accounts will be required to satisfy the balance before new service is approved.

For bankruptcy information, see Article 5, *Involuntary Discontinuance of Service*.

3.5. CUSTOMER DEPOSITS

1. **Need for a Deposit**: The City employees are charged with the responsibility of prudent management of the City's finances. A deposit for utility services is collected as security so that all bills will be paid in full by their due date. Employees realize that most customers pay their bills in full and on time, however we seek to protect the good-paying customers from the detriment of uncollectible accounts by other customers. Ideally, only those customers who "earn" the right to pay a deposit would be required to secure their accounts. Since the City's employees cannot know in advance which customers will pay promptly and which ones will not, reasonable and uniformly applied deposits may be necessary. A service security deposit will be collected before any service is connected when the City's employees determine that a deposit may be needed to assure payment of the customer bill. Options to the customer deposit also have been created.

2. **Determining the Deposit**: In determining the need for a security deposit, City employees will give careful consideration to these factors:
   - Customer's ownership of the premises to be served.
   - Type of service requested.
   - Risk involved in a new business enterprise.
   - History of the involved premises.
   - Overall credit rating of the customer.
   - Utility credit rating of the customer with the City or another utility.

- History of connects, disconnects and reconnects at the involved premises or for the involved customer (for residential customers, a 12-month history of service with the city utility is required. A 24-month history is required for commercial customers.)
- Any other factor which bears on the customer's financial responsibility.

3. **Residential Customer Deposit Alternatives**: Any person who must pay a deposit for residential utility service may:
   A. Pay initial cash deposit. (**City Fees, Rates and Charges Schedule**).
   B. Supply a letter of credit history demonstrating good credit with another utility.
4. **Non-Residential Customer Deposit Alternatives**: Any person who must pay a deposit for non-residential utility service may:
   A. Pay initial cash deposit. (An amount equal to 100% of one month's average bill.)
   B. Provide a letter of credit history with the account in the name of the owner of a sole proprietorship. The letter of credit history must be from another utility showing good credit.

5. **Future deposits**: Any customer whose service is involuntarily terminated for non-payment, meter tampering, returned checks or other reasons will be required to pay a deposit, or an additional deposit, as specified in the above paragraphs, prior to reconnection of service. This includes all customer accounts. The future deposit may be at a higher level based upon experience with the account.

6. **NOTE TO ALL CUSTOMERS**: Contact with a customer service employee prior to disconnection is always preferable to making arrangements after service is involuntarily interrupted. Payment options may be available prior to disconnection which will save the customer from additional higher deposit amounts and additional fees.

   DEFINITION OF GOOD CREDIT:
   Good credit can be defined as no more than 2 delinquencies, no bad checks/returned bank items and no disconnections in the most recent 12-month period for residential customers and a 24-month period for commercial customers.

3.6. REFUNDING OF DEPOSITS

1. **Prompt refund**: A deposit will be refunded promptly and automatically when service is voluntarily discontinued and bills are paid. All outstanding amounts on the final bill will be deducted from the deposit amount.

2. **Residential and business accounts**: The City will refund the customer's deposit when that customer exhibits good credit. The customer must request this refund when good credit has been established.

4. **Account in arrears**: The deposit will not be refunded if the customer has another account with a past due balance. The remaining credit on the account will be transferred to another account with a balance.

DEFINITION OF GOOD CREDIT:
Good credit can be defined as no more than 2 delinquencies, no bad checks/returned bank items and no disconnections in the most recent 12-month period for residential customers and a 24-month period for commercial customers.

ELECTRIC, WATER AND SEWER RATES

(North Carolina General Statutes 160A-314 (A), 160A-323.

Rate Schedules:

1. The City offers different rate schedules for its utility services. Refer to the rate schedule list to find the best rate for a class of service. Complete rate schedules are available to customers upon request. Reference the City's Fees, Rates, and Charges Schedule.

2. **Establishing rates**: The City's rates are set by its local governing body and are designed to be fair, reasonable, just, uniform and nondiscriminatory. Setting rates locally, offers rate regulation that is responsive to the customers of the system.

3. **Choice**: Where the customer qualifies for two or more rates, the choice of rates lies with the customer.

4. **New customers**: New and potential business customers are encouraged to provide the City utility department with the distinct service needs of their facility. The City may require special conditions and contracts for utility services based upon necessary investment in the utility systems.

5. **Competitive rates**: The City's goal is to provide the best possible utility service to all customers at rates which are competitive with other utility providers.

3.8. TAXES

Billings of the City will include all applicable taxes, listed as a separate line item on the bill, where applicable.

3.9.BILLING CYCLE INFORMATION *(North Carolina Utilities Commission Guidelines: R12-9)*

Billing Information for Cycle "1" Customer

1. Bills are generally mailed out on the 10th day of each month.
2. A bill is past due if not paid by 5 p.m. on the 25th day from the bill date.
3. A second notice will not be mailed since the past due date is referenced on the original bill.
4. Service is scheduled to be discontinued if payment is not received by 5 p.m. on the 45th day from the bill date. A reconnection fee and past due balance must be paid in cash before service is reconnected.
5. An additional fee will be charged to all customers who request service to be reconnected after 4 p.m. No service will be reconnected between the hours of 9 p.m. and 8 a.m. The fee must be paid in cash by12 noon the following day to retain service.
6. A charge, as outlined in the Fees, Rates & Charges Schedule, will be imposed against any customer who reconnects his own meter.

7. Customers who think a bill is in error or otherwise have reason to protest termination of utility service may contact the Customer Service Department for an informal hearing at the City between 8 a.m. and 5 p.m., Monday through Friday except on city holidays or telephone (704) 920-5200 or (704) 920-5555.

Billing Information for Cycle "2" Customer

1. Bills are generally mailed out on the 20th day of each month.
2. A bill is past due if not paid by 5 p.m. on the 25th day from the bill date.
3. A second notice will not be mailed since the past due date is referenced on the original bill.
4. Service is scheduled to be discontinued if payment is not received by 5 p.m. on the 45th day from the bill date. A reconnection fee and the past due balance must be paid in cash before service is reconnected.
5. An additional fee will be charged to all customers who request service to be reconnected after 4 p.m. No service will be reconnected between the hours of 9 p.m. and 8 a.m. The fee must be paid in cash by 12 noon the following day to retain service.
6. A charge, as outlined in the Fees, Rates & Charges Schedule, will be imposed against any customer who reconnects his own meter.
7. Customers who think a bill is in error or otherwise have reason to protest termination of utility service may contact the Customer Service Department for an informal hearing at the City between 8 a.m. and 5 p.m., Monday through Friday except on city holidays or telephone (704) 920-5200 or (704) 920-5555.

Billing Information for Cycle "3" Customer

1. Bills are generally mailed out on the 30th day of each month.
2. A bill is past due if not paid by 5 p.m. on the 25th day from the bill date.
3. A second notice will not be mailed since the past due date is referenced on the original bill.
4. Service is scheduled to be discontinued if payment is not received by 5 p.m. on the 45th day from the bill date. A reconnection fee and the past due balance must be paid in cash before service is reconnected.
5. An additional fee will be charged to all customers who request service to be reconnected after 5 p.m. No service will be reconnected between the hours of 9 p.m. and 8 a.m. The fee must be paid in cash by 12 noon the following day to retain service.
6. A charge, as outlined in the Fees, Rates & Charges Schedule, will be imposed against any customer who reconnects his own meter.
7. Customers who think a bill is in error or otherwise have reason to protest termination of utility service may contact the Customer Service Department for an informal hearing at the City between 8 a.m. and 5 p.m., Monday through Friday except on city holidays or telephone (704) 920-5200 or (704) 920-5555.

3.10. BILLING ADJUSTMENTS

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

1. If the customer has been overcharged, the City will refund the excess amount without interest to the customer or credit the customer's account. If the time period of the mistake can be determined, the City shall credit the account for that entire interval, up to three years

maximum. If the time period of the overcharges cannot be determined at the sole discretion of the City, the City shall refund the excess amount charged without interest for the previous 12 months. If the exact amount of excess charges cannot be determined, the City shall estimate the amount due. (The estimate shall be determined at the sole discretion of the City.) If an overcharged customer owes a past due balance to the City, the City may deduct that past due amount from any refund or credit due the customer. If an overcharged customer owes the City on another utility account, the City will apply the credit to that past due account.

2. If the City has undercharged a customer for utility services, the City will collect the amount due in installments over the same amount of time as the undercharge. The City will limit its collection period to the 12 months before the undercharge was discovered, EXCEPT as provided in section 4 below. If the period of time over which the undercharge occurred cannot be determined, the City will estimate the amount due. (The estimate shall be determined at the sole discretion of the City.). No penalties or interest will apply to the undercharged billing adjustments, except as explained in section 4 below.
3. If an undercharge has occurred because of meter tampering, the City may ask for the overdue amount in a lump sum.
4. If a customer admits that any undercharges occurred as a result of the actions of the customer, the City shall, in its sole discretion, collect the lesser of 1) three years of undercharges or 2) the length of time the customer has maintained the utility account
5. If the customer has made a connection to the system that was not approved by the City and/or if the connection fees were not paid, the City will charge the customer the prevailing connection fee as listed in the City's current fee schedule. The charge for connection fees shall be in ADDITION to and billing for undercharges. Also refer to Article 8.1 of this policy for charges associated with unauthorized work on the City's system.
6. The statute of limitations to bring contract claims is three years ***(G.S.1-52(1))***.

3.11. LEAKS AND WATER LINE BREAKS - ADJUSTMENTS

In the case of a proven leak on the customer's plumbing *which measures at least 100%* above average consumption, the customer shall be charged the amount computed using the following guidelines.

1. Adjustments for leaks are applicable only once per twelve (12) month period measured from the date of any previous adjustments. Adjustments on accounts will only be allowed once proof is provided, by a written statement from the customer with attached plumbing bill or material receipt. In the City's efforts to encourage customers to repair leaks as soon as the leak is discovered, only the three highest bills associated with the leak will be adjusted, any exception must be approved by the Customer Service Manager or the Finance Director.

2. The customer shall be charged the lowest current water & sewer rate for the amount over the average water consumption for the previous twelve (12) months of occupancy, in addition to the amount of the average bill. The month with the leak will not be considered in the average calculation. If 12 months of history is not available staff may use the number of months of occupancy available. Staff will communicate the actual number of months used to compute the average to the customer. All water usage will be billed, but at

a lower rate. Staff may provide a sample of this calculation upon the customer's request. The lowest rate is the lowest volume rate for residential, commercial, and industrial classes which are adopted by City Council; contract rates are not considered for leak adjustments.

3. Leaks that enter the sewer collection system will be adjusted only if at least 100% above average consumption. Leaks that do not enter the sewer collection system will be adjusted to average consumption.

4. Conversion reading: The City of Concord's water meters are in 100 cubic foot readings. To determine your usage for a leak adjustment, the City will convert the cubic foot reading to gallons. The sweep hand on the meter makes one complete revolution for every seven and one half (7 1/2) gallons of water used. The leak adjustment is computed on every 750 gallons/cubic foot. The calculation is always computed on increments of 750. A meter reading 1 is converted to 750, a meter reading 2 is converted to 1,500, a meter reading 3 is converted to 2,250, etc.

How to convert the reading on the meter to usage in gallons – example:

Step 1: To determine the usage for each month, use the last month's usage and subtract the reading for this month's usage, this is the monthly water usage.

Step 2: Take the usage amount and multiply by 750 (the amount of water in 100 cubic feet). This will provide the usage amount in gallons. Please note that meters only read in increments of 750.

Example:

July Reading	00172	
August Reading	00200	Usage 28 cubic feet

Step 1: Subtract the July reading of 00172 cubic feet from the August reading of 00200 cubic feet to get a monthly usage of 28 cubic feet (all meter readings are measured in 100 cubic feet).

Step 2: Multiply 28 cubic feet by 750 to convert this cubic feet reading to 21,000 gallons.

How to compute an average use for an account - example:

Step 1: To determine the usage for each month, use the last month's usage and subtract the reading for this month's usage, this is the monthly water usage. The usage is converted from cubic feet to gallons on the customer bill.

Step 2: Add each monthly usage and divide by the number of months used to determine an average usage. Please note that the average usage may compute to a number that is not an increment of 750. Meters only read in increments of 750, so this average usage would be rounded to an increment of 750. For example, if an average usage is computed to be 5,062, this would be rounded to an increment of 750; thus the average use would be 5,250.

Example: Assuming a customer experienced a leak in the month of November and only has the following history. *(cubic feet readings are shown in converted gallons)*

July Usage	1,500 gal
August Usage	750 gal
September Usage	2,250 gal
October Usage	3,000 gal
November Usage	10,500 gal

Add each month's usage and divide by the total number of months to determine the usage average in gallons. Adding 1,500, 750, 2,250, and 3,000 results in a total usage of 7,500 gallons. Dividing the total usage by the total number of months, four, will result in an average usage of 1875. This number is not an increment of 750, so the average will be rounded up to the next increment of 750. This will result in an average of 2250 gallons.

How to compute the gallons subject to the leak adjustment - example:

Using the same data as listed above:

Usage during the leak was 10,500 gallons and the average usage was computed to be 2,250 gallons. Subtract the average use from the leak usage to determine how much of the usage was associated with the leak. 10,500 less 2,250 = 8,250 gallons.

8,250 will be recalculated and billed to the customer at the lowest rate rather than the higher rate associated with high usage. The difference between the higher rate and the lower rate applied to the leak usage is the leak adjustment.

To calculate the dollar amount for your bill, please check the Approved Fees & Charges page for the latest fees. An updated Fees & Charges Schedule may be accessed at City Hall or on the City's web site. *(www.concordnc.gov)*

(Sample letter)

(SHOULD BE PRINTED ON CITY LETTER HEAD)

DATE

Re:

NAME
ADDRESS
Concord, NC

Dear Customer:

During the most recent meter reading cycle, we discovered an error in the monthly billing of your utility account that will result in an adjustment being made in the amount due the City of Concord. Please contact our Customer Service Office at 704-920-5245 or 704-920-5247 within ten days of the date of this letter to obtain a complete explanation of this error and adjustment.

We apologize for any inconvenience this may cause you and look forward to hearing from you.

Thank you,

Customer Service

3.12. DROP BOX FOR PAYING AFTER HOURS

For customer convenience, a drop box is located in front of the municipal building at 26 South Union Street. A check and billing stub may be deposited in the box mounted on the wall. For added security, please do not deposit cash in the after hours depository. Envelopes are supplied for the customers use.

Payments put in the box after 2 PM. will be considered next-day payments.

3.13. EXTENSIONS OF TIME FOR PAYMENT OF BILLS

1. *Customer Request*: All requests must be made by the person (or their authorized, legal representative) in whose name the account is opened.

2. *In Person:* The customer requesting the extension must come into the Customer Service department and sign a Payment Extension Contract (Section 3.14) as to when payment is expected for agreements that are greater than one month.

3. *Limit*: No-extensions will be given on the first bill. Payment Extension Contracts should normally not exceed two months. Payment Extension Contracts that exceed six months must be approved by the finance director. If the Payment Extension Contract has been successfully completed, according to its terms, another Payment Extension Contract may be granted if all previous Payment Extension Contracts were honored. A customer should have no more than two Payment Extension Contracts in a twelve month period. **A customer may secure more than two Payment Extension Contracts within twelve months only if approved by the City Manager.** *Payment Extension Contracts are intended to aid the customer in catching up their bill, not to allow the customer to only pay a small amount while the bill continues to increase to an amount that the customer will never be able to pay.*

4. *Agreement*: If payment of any *Payment Extension Contract* is not made by the specified time, service will be disconnected without further notice and all amounts due to the city will be due and payable before reconnection.

5. *Who qualifies for a Payment Extension Contract:* Each customer's history will be reviewed to determine if a Payment Extension Contract is warranted. The City will use a credit rating score generated within the City's software that will determine who is eligible for a Payment Extension Contract. This system will ensure that all customers are treated the same. The following scale will be reviewed to determine a customers qualification for a Payment Extension Contract:

Credit Rating	Customer qualifies for the following extension	Approvals for exceptions to the credit rating
A	Extensions 6 mths	(more than 6 months) Finance Director
B	Extensions of 5 mths	(more than 5 months) Customer Service Manager & Finance Director
C	Extensions of 4 mths	(more than 4 months)

		Senior Customer Service Reps & Customer Service Manager (more than 3 months)
D	Extensions of 3 mths	Senior Customer Service Reps & Customer Service Manager (more than 2 months)
E	Extensions of 2 mths	Senior Customer Service Reps & Customer Service Manager
F	No extensions	n/a

6. *Late Fees:* Payment Extension Contracts do not eliminate the late fee that will be charged on all unpaid balances. A late fee will apply if payment is not paid by the 26th day from the bill date.

7. *Optional customer assistance*: Customers being assisted by the Cabarrus County Department of Social Services and local crisis intervention center may be exceptions to this policy.

8. *Confession of Judgment:* A Confession of Judgment in addition to a Payment Extension Contract is required for outstanding balances of $2000 or more when all Payment Extension options have been exhausted and all customer appeals have been denied. All completed Confessions of Judgment should be forwarded to the City's Legal Department and the Customer Service Department should maintain a copy for their records.

3.14. PAYMENT EXTENSION CONTRACT & CONFESSION OF JUDGMENT

STATE of NORTH CAROLINA PAYMENT EXTENSION CONTRACT
CABARRUS COUNTY
CITY of CONCORD

This Agreement made the date last shown below between the CITY OF CONCORD and

_____ (name of Customer)

At _____ (mailing address) for

delinquent payments in the total amount of $_____ on utility services received by the customer at

_____
(service address) (including county parcel identification number) (account number)

Whereas, _____ (reason for extension); and

Whereas, customer is willing and able to make payment of $_____ each ( ) week ( ) month on the _____ day of the ( ) week ( ) month toward the past due delinquent amount ending on the _____ (date past due amount will be fully paid).

NOW THEREFORE, the City and Customer agree as follows:

1. Customer will make the payment toward the past due amount set forth above.
2. Customer will make all future utility payments to the City of Concord as they become due.
3. Customer agrees that if all payments under this agreement and all future utility payments due to the City are not paid when due, utility services will be disconnected.
4. Further, Customer agrees that if ALL payments under this agreement and all subsequent utility payments due to the City are NOT made when due, either:

   ( ) a. Customer agrees that, as the owner of the real property being served with utilities at the above address, this contract may be filed with the Cabarrus County Registry as a lien on my real property.
   ( ) b. Customer has attached a confession of judgment that is incorporated herein. Customer agrees that the confession of judgment attached may be filed with the Cabarrus County Clerk of Court as a judgment for the full delinquent amount

(EITHER a or b ABOVE MUST BE CHECKED AND ATTACHMENT SUBMITTED)

5. In consideration of the above promises and commitments of the Customer, the City of Concord agrees to continue service of utilities so long as Customer complies with the promises and commitments.

SO AGREED THIS THE _____ DAY of _____, 20_____.

_____ (customer)

_____ (customer)

CITY OF CONCORD

by _____

STATE OF NORTH CAROLINA	)	IN THE GENERAL COURT OF
	)	JUSTICE
CABARRUS COUNTY	)	DISTRICT COURT DIVISION
	)	FILE NO.:
CITY OF CONCORD,	)	
Prospective Plaintiff,	)	
	)	
-vs-	)	CONFESSION OF JUDGMENT
_____	)	
Prospective Defendant(s).	)	
_____	)	

NOW COME the Prospective Defendant and Customer to confess judgment in the above-entitled action as set forth below:

1. Prospective Plaintiff (Plaintiff) is a N.C. municipal corporation located within Cabarrus County, North Carolina, and as such has furnished utility services to the Customer below in return for his promise to pay for the services when due in accordance with the laws of North Carolina.

2. Prospective Defendant and Customer _____ is a citizen of _____, Cabarrus County North Carolina, and resides at _____.

3. Defendant and Customer entered into a Contract to secure payment after the payments due became delinquent.

4. The Defendant and Customer has now determined that he may be adjudged liable in the amounts set forth below, and has elected to enter this Confession of Judgment.

5. Defendant shall pay to Plaintiff the sum of $_____.

This the ___ day of _____ , 20 _____

_____

Defendant and Customer

Sworn and subscribed before me, _____, Notary Public of Cabarrus

County on this the ____ day of _____, 20_____

_____
Notary Public
My commission expires:

3.15. THE CITY'S RESPONSE TO RETURNED CHECKS

1. Services are subject to disconnection for returned checks.

2. A service charge, as established by the City Council, is added for each returned check, plus a security deposit will be required up to the current rate.

3. When a check is returned by our bank, the customer may be notified by telephone. If customer cannot be reached by telephone, a letter is mailed.

4. Customer is required to pick up check and pay the amount of check plus service charges and any deposit required within 10 days from date of letter. No partial payments will be accepted. If customer fails to respond within 10 days, service will be disconnected and an additional charge for reconnection will be added. To be reconnected, all charges must be paid in full by cash, money order, or credit card. No checks will be accepted for a returned check.

5. If the City receives two returned checks from one customer within 60 days, the customer will be put on cash only status for a period of one year. The customer may request a review of their account at the end of twelve months, if no delinquencies or disconnections occurred within that time period, the customer may be removed from cash only status.

3.16. FILLING SWIMMING POOLS

1. Customer may hire a tanker to haul water from a City approved connection. Please refer to City's Fees, Rates & Charges Schedule for Water Tanker rates.

2. Customer fills pool through existing residential meters: The cost of filling the pool will be at the residential rate as reflected in the City's Fees, Rates & Charges Schedule. Wastewater charges are not forgiven on the water used to fill the pool regardless of the pool discharge. No exceptions.

3. If the City has adopted Mandatory Water Restrictions, these restrictions should always be reviewed before filling pools.

ARTICLE 4 – SERVICE OPTIONS

4.1. OPTIONS IN SERVICE

1. **Customer education series**: The City will conduct public information meetings on the operation of the City and its services.

2. **24-Hour Emergency Service**: Employees of the City are on 24-hour call for emergency service. Please call
(704) 920-5000, (704) 920-5555, (704) 920-5300, or (704) 920-5580.

3. **After Outage Callbacks**: If the customer calls the City to report a service outage at their home or business, an employee may call back and confirm restoration. Just leave a number when reporting the outage.

4.2. DIFFICULTY IN PAYING BILL

1. The following organizations may be able to offer assistance to customers who are having difficulty paying their bill:

   Social Services
   1303 S. Cannon Blvd.
   Kannapolis, NC 28081
   (704) 939-1400

   Legal Services of Southern Piedmont
   143 Union Street
   Concord, NC 28025
   (704) 786-4145

   Cooperative Christian Ministry
   246 Country Club Drive
   Concord, NC 28025
   (704) 786-4709

   Salvation Army
   216 Patterson Avenue, SE
   Concord, NC 28025
   (704) 782-7822

2. We encourage each customer to seek assistance with paying their utility bills prior to disconnection.

4.3. OPTIONS IN BILLING PAYMENTS

To serve the needs of customers, the City offers options to bill payments. They are described in the following pages.

- Budget Billing
- Bank Draft
- Life Support

4.4. BUDGET BILLING

The purpose of this plan is to spread the cost of electric service as evenly as possible on a monthly basis over an annual period and to assist customers with home budgeting. Billing under this plan will not result in any greater or lesser payments to the City than would be the case with customary monthly billings. Budget billings are set up once a year.

To Qualify For the Budget Billing Plan: A customer who is a good credit customer may elect to use the budget billing plan. Accounts should be paid in full prior to beginning the budget billing plan.

Late Payments: If a customer is late in paying his monthly bill, he may be removed from the budget billing plan.

Rate Increases: When a rate increase is approved, the budget billing amount will increase by the same percentage. The same is true in case of a decrease.

Termination of Budget Billing Plan: The agreement remains in effect until the customer or the City decides to end the payment option.

The City reserves the right to request a payment adjustment conference with the customer between anniversary dates if it appears that the amount billed and the amount paid will vary by a substantial amount.

4.5. BANK DRAFTS PLAN

Bank drafts offer customers the option of having their bank accounts drafted on a set date of the month. This relieves the customer from having the possibility of lost or late payments and saves a trip to the municipal building or the cost of an envelope and stamp.

The draft date will be the due date of the utility bill. This will allow the customer time to verify or question his bill.

The customer should supply the City with a VOIDED check. This gives us the necessary account number, routing number, etc. for the purpose of drafting.

Only customers with no previous history of returned bank drafts will be eligible for this program. Any draft returned by the bank because of insufficient funds or a closed account will be treated as a returned check, and the customer will be released from the bank draft program. ***All exceptions to this policy must be approved by a Manager.***

4.6. LIFE SUPPORT

1. The customer has the responsibility to notify the City of Concord if there is someone in the customer's household who is on a life support system.

2. The customer must provide a letter or certification from a doctor or hospital advising of the above condition. These letters will be reviewed to verify the validity of the document each year by a designated employee. The Customer must make contact with the City of Concord, regarding their life support status, every year to keep the Customer's account updated. The burden of proof for life support status remains with the Customer.

3. The customer has the responsibility to carefully handle the customer's account so that service will not be interrupted for failure to pay. Customer will pay associated bills, fees, and other charges as billed; a life support designation will not waive the Customer's responsibility to pay for utilities. With the life support designation, the City will make a good faith effort to make contact with the customer or member of the customer's household before service is terminated.

4. The City of Concord will exercise its good faith efforts in keeping the electricity and water flowing to a life support patient. However, due to conditions beyond the control of the City of Concord and its employees (storm damage, loss of generation, etc.), electric power or water cannot be guaranteed 100 percent of the time. Each customer listed on the Life Support program should have a back-up plan for movement of the life support patient if the City of Concord is unable to restore power or water in a length of time which is acceptable or critical to the patient's well-being.

ARTICLE 5 - DISCONTINUING SERVICE

5.1. TRANSFER OF SERVICE

Customers may transfer service from one location to another as long as any bills are not past due. The remaining amount owed and any fees from a previous service may be transferred to the new account.

If the customer has an account that is past due, he will have to pay that amount before the account can be transferred. Previous deposits may be applied to any amount past due, and a new deposit may be required to set up the new account.

5.2. CLOSING A UTILITY ACCOUNT

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

5.3. FORCED CLOSING OF A UTILITY ACCOUNT

One week after termination of utility service, the account will be closed. All fees and credits are then added to the balance and a "final" bill will be issued to the customer. Any balance owed to the City will remain open until the balance is paid.

All legal means of collection for an account in arrears will be taken regardless, even if the account is not in “closed” status.

5.4. TERMINATION OF SERVICE *(North Carolina Utilities Commission Guidelines, Article 4: R8-21. Public Utility Regulatory Policies Act: Title I, Section* 122)

1. **Requesting Discontinuance of Service**: Any customer requesting discontinuance of service will inform the Customer Service Department of the location, date service is to be disconnected and the forwarding mailing address for the final bill.

2. **Disconnection Scheduling**: Disconnection from the City’s utility system will be performed on the next working day following the written request.

3. **Final Bill**: A customer's final bill will be mailed in a timely manner to encourage collection and customer understanding.

5.5. CUSTOMER'S RIGHTS PRIOR TO DISCONTINUANCE OF SERVICE

1. **Hearing**: The City will discontinue utility service for non-payment of bill only after notice has been given. The customer has the opportunity to be heard on disputed bills.

   Any customer desiring a hearing may contact the Customer Service Manager or a designee at the Municipal Building, or telephone (704) 920-5200. Hearings may be scheduled between 9 a.m. and 4 p.m., Monday through Friday except on City holidays. The complaint may be presented orally or in writing. The customer may be represented by any person of their choosing.

   The customer will be notified in a timely manner of the results of any investigation regarding a hearing.

If an appeal is denied during the hearing process, and the original cutoff date is past, the cutoff will be scheduled for the next business day after the petitioner is informed that the appeal has been denied. Cutoff day will exclude Friday, City holidays or the business day before a holiday.

5.6. CUSTOMER'S RIGHTS REGARDING DISCONNECTION

1. If a customer disputes the accuracy of a bill, that customer has a right to a hearing as detailed on the previous page.

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2. Customers are entitled to receive second notice on an overdue utility bill. This notice will be stated on the next current billing. This notice must be given 10 calendar days prior to cut off.

5.7. INVOLUNTARY DISCONTINUANCE OF SERVICE *(North Carolina Statute 160a-314 (B). North Carolina Utilities Commission Guidelines R8-20. Public Utility Regulatory Policies Act: Title I, Section 115.)*

1. The City may discontinue utility service for any one of the following reasons:
   - A. Failure of the customer to pay bills for utility service as required in the Billing Information Section of this policy.
   - B. Failure of the customer to pay deposits as required or to increase deposits as required in Section 3, *Establishing Service*, of this policy.
   - C. Upon discovery of meter tampering including by-passing the meter or altering its function. See City's Fees, Rates and Charges Schedule for charges.
   - D. Failure of the customer to permit city employees access to their meters at all reasonable hours. Locked gates, loose dogs, parking cars over meters, etc., are violations of City policy.
   - E. Use of power for unlawful reasons.
   - F. Discovery of a condition which is determined to be hazardous or unsafe.
   - G. Upon notice of an appeal that has been denied.

2. A notice for termination must include a clear explanation of the reasons for the termination, a statement that cutoff is imminent and the date it will occur, a statement advising the customer of the availability of an administrative hearing with the right to contest the bill and the termination, the name, position, title, address, phone number, and office hours of the person or persons to contact regarding the payment, the hearing and the dispute.

3. Federal bankruptcy law directly affects the ability of a City to terminate utility service. A key factor here is whether the termination, when done in compliance with the City's own policies and procedures (e.g., notice of termination), was completed before or after the filing of the bankruptcy proceeding.

   A. Termination Before Bankruptcy. Utility service may be terminated at any time prior to the filing of a bankruptcy petition in the event of default (e.g., nonpayment) by the customer. In such event, the City need not reconnect the service unless within twenty (20) days after the bankruptcy filing the customer or his trustee shall provide the City with adequate assurance of payment (a deposit or other security) for services provided after the bankruptcy filing.

   B. Termination After Bankruptcy. Utility service may not be altered, refused or disconnected based solely on the bankruptcy filing or on the customer's failure to pay for pre-bankruptcy service. However, the City has the right to demand assurance of payment (a deposit or other security) for future service after the bankruptcy. The bankrupt customer or his trustee has twenty (20) days after the bankruptcy filing to provide such assurance. During that period the City must continue to provide service to the customer. If this adequate assurance is not provided within the twenty (20) day time frame, then the service can be discontinued by the City.

4. Any pre-petition security deposit held for the debtor's account by the City as of the date of the filing of the bankruptcy will be used to offset the pre-petition debt.

5. The City will take extra measures to insure that handicapped, elderly or seriously ill customers receive their bills, have them explained to them, and are notified of any problems with payment.

   NOTE: The city is encouraged to keep disconnected meters on its regular meter reading route to deter unlawful utility connections.

5.8. ALLOCATION OF PAYMENTS ***(NC160A-314(B))***

The law requires a City to define it's disconnect method as to whether it applies to one or all utilities. The City may also define by ordinance the disposition of partial payments. It is acceptable for a City to allocate partial payments to water or sewer before electric bills, as long as the customer gets notice when they sign up and the policy is administered consistently.

The City of Concord's disconnection method applies to all City utilities. Partial payments will be allocated as follows: 1) Municipal Parking Deck, 2) Midland Capital Facilities Fee, 3) Environmental, 4) Stormwater, 5) Wastewater, 6) Water 7) and Electric.

5.9. DISCONNECTION OF PRIOR DEBTS

The city can disconnect customers with prior debts only if:

- The current services are in the name of the customer(s) with the prior debt.
- The customer has been delinquent for 10 days and the city has notified the customer of their intent to disconnect and has given the customer reasonable time to respond.

5.10. DISCONNECTION DURING EXTREME WEATHER ***(North Carolina Utilities Commission Guideline R12-11)***

The City will not exercise its right to disconnect service for non-payment of any bill when the safety and well-being of a customer may be at stake. For that reason, disconnections for non-payment may not be conducted on any extremely cold winter day or extremely hot summer day.

POLICY: The City may choose not to disconnect water and electric utility services if temperatures are projected to remain below 32 degrees Fahrenheit for the entire day. During periods of intense heat, the City may choose not to disconnect electric utility services if the heat index is projected to exceed 100 degrees. Water utility service disconnections will continue unless the heat, humidity and other environmental factors become so extreme that the City Manager determines that there is a need to postpone disconnections for a short period until the acute conditions subside.

The City will use the next day's forecast as a benchmark to determine the cutoff schedule. The City will access the official National Weather Service site to obtain weather information and will maintain daily temperature and heat index records.

The heat index is a measure of temperature and humidity.

If a customer's bill remains unpaid on the next business day, the disconnection for non-payment may then occur. This delay in disconnection for non-payment will not preclude the City from disconnection at a future date and does not change the customer's liability for payment of all bills and fees.

The customer is encouraged to contact the City in advance of disconnection to make payment arrangements, especially where winter day hardships can occur.

5.11. RECONNECTION ***(North Carolina General Statute 160A-314 (B). North Carolina Utilities Commission Guidelines: R12-3, R12-9.)***

When it becomes necessary for the City to discontinue services for any of the reasons listed in Section 5, *Discontinuing Services*, service will be restored after payment of (1) all past due bills due the City, (2) any deposit as required, (3) any material and labor cost incurred by the City, according to the current Fees, Rates and Charges Schedule, Section 8, and (4) all fees and charges required by this policy.

After-hours reconnection may be available if the customer agrees in writing to pay the past due amount and any additional fees by 12 noon on the next business day.

ARTICLE 6 – ELECTRIC CONSTRUCTION AND METERING GUIDELINES

6.1. STANDARD SUPPLY VOLTAGES *(North Carolina Utilities Commission Guidelines, Article 4: R8 -14, R8-16, R8-18)*

1. One system of alternating current, 60 hertz, is supplied throughout the City's electric system.

2. The voltage, number of phases, and type of meter which will be supplied depends upon the character, size and location of the load to be served and upon the City's available facilities. Customers are encouraged to consult with the City utility department before purchasing equipment.

3. The standard secondary voltages are:
   (Samples)
   Single phase, 3-wire, 120/240 volts
   Three-phase, 120/208 volts
   Three-phase, 240 volts
   Three-phase, 277/480 volts
   The City adopts the American National Standard Utility Voltages C84.1-1982.

6.2. CUSTOMER DELIVERY POINTS

1. It is the customer's responsibility to provide a location for service connection (delivery point).

2. The City must be granted an easement of its selection and the right of continuous access to its facilities for the purpose of installation, maintenance and meter reading. The City also will have the right to secure and lock its facilities to prevent interference by any unauthorized parties, including the customer or his employees.

3. The City will need space for the installation of wiring, poles, guys, anchors, transformers, fences and other apparatus used in furnishing electricity to the customer. The customer may be asked to provide an appropriate security fence enclosure for the equipment. Sometimes the only space available is indoors where the customer will have to dedicate space. Inside a building, the customer will have to bear the expense of constructing the space to meet electrical, fire, explosion and ventilation code requirements. Sometimes the customer will have to construct special floors, hallways, and elevators to accommodate the moving of electrical equipment. The space dedicated to the City should be able to be secured by the City to prevent access by the customer or general public. Transformer noise levels should be taken into consideration. On occasion, the customer may want to provide a delivery point that is not the City's least-cost approach. The City may provide the delivery point where the customer requests, if the customer supports the extra expense with a contribution in aid of construction.

4. The customer and the City must work together to make decisions on what facilities each will supply.
   a. In establishing service connections, customers must assist the City in meeting both local building codes and the National Electrical Safety Code. Safe working clearances, personal safety clearances, and safe construction clearances are of special concern.
   b. The City will provide, own, and maintain the meter, meter base and other metering facilities. The customer will usually be asked to install the meter base since this is often the point of connection to the customer's wiring. Also, the customer must provide a suitable location for the meter. The City may ask the customer to provide a one–inch conduit from a transformer pad to the meter location.
   c. The customer will provide overhead riser, weatherhead and conductor to meet building codes and the National Electric Safety Code. The City will provide the underground conduit riser to the meter base. The City will be responsible for making all overhead weatherhead connections and disconnections.
   d. The City will provide any instrument transformer enclosures. The customer will provide any necessary weatherproof troughs for wiring connections and be responsible for providing the connectors and making the connections in a trough. The City may meter the primary side of the delivery point transformer when metering the secondary side is not feasible. The City will provide, install, own and maintain all primary metering.
   e. When the delivery point for all commercial and industrial customers is to be located on the customer's property and a pad mounted transformer is required, the customer will be responsible for providing a reinforced concrete transformer pad according to the City’s specifications. The customer also will be responsible for providing all conduit turnouts to access the pad. When the transformer pad is the point of delivery, the customer will provide and install secondary conduit and conductors. The City will provide the connectors and make all connections.
   f. **Overhead Installations**. The customer will be responsible for providing and securing a right of way for the least cost installation of the City’s poles, down guys and aerial conductors. The City will provide tree clearing of the right of way. The customer may be asked to clear any other obstacles in the right of way. If the customer requests location of the City’s facility at a site other than the least–cost facility, the customer will be asked to reimburse the City with a contribution in aid of construction.
   g. **Underground Installations**. The customer will be responsible for providing a cleared and finished grade within six inches of final grade condition. The customer must provide the specific location of all property lines before construction can begin. The City may not be able to provide underground conductors where severe obstacles exist. Where the City encounters obstacles that necessitate construction beyond normal trenching (such as creeks, rock blasting, gullies, walls and other conflicting utilities), the customer will be asked to support the extra expense with a contribution in aid of construction. The City may agree to share its trench with other utilities provided that the customer and other utilities make suitable arrangements to meet the

City's construction schedule and safety requirements and agree to finish and tamp the trench to within 95 percent of original compaction.

5. The customer must inform the City as to the type of voltage and level of service desired. The City will require information concerning total connected load, cycling loads, motor starting loads and future loads. The City will inform the customer of any service limitations. Only certain voltage classes may be available and across–the–line starting of certain size motors may be limited. Restrictions on certain types of electrical loads may be necessary if the load produces spurious noise, ferroresonance or other sinewave abnormalities on the electric system. The City establishes a 60–cycle frequency electric system. Equipment which operates at other than 60 cycles will not work properly on the City system.

6. The City will inform the customer of the maximum level of available fault current that the customer's equipment might experience. Likewise, the customer must inform the City of the installation of any fault current (short– circuit current) contribution from customer–owned motors and facilities.

6.3. RELOCATION OF FACILITIES

The City may consider a customer's request to relocate the City's facilities. However, the customer will be asked to bear the expense of the relocation with a contribution in aid of construction under the following terms:

a. The additional annual revenue provided to the City resulting from the relocation is equal to at least 20% of the total cost of relocation. The contribution in aid of construction will be that amount required along with the additional annual revenue to recover the expense. (i.e., if cost of relocation is $100,000 and the additional annual revenue is equal to $19,000, then the contribution in aid of construction is $5,000.)

b. For any other relocation of overhead or underground facilities, the contribution in aid of construction will be determined by calculating the total installed cost of the new facility plus removal costs, less any salvage value.

6.4. EXTRA FACILITIES

1. Electric service for each customer will normally be supplied to a single delivery point for each customer. A single delivery point may also be used to supply a customer at premises that are separated (e.g., streets, alleys), if a city, at its discretion, deems a single delivery point safe and otherwise appropriate.

2. Any time a customer requests the City provide facilities that are not normally required in the least-cost method of establishing electric service; the City may ask the customer to cover the cost of those additions by way of an extra facilities charge. The extra facilities charge will be billed upon completion of installation and will be payable upon receipt. (For example: more than one delivery point on a contiguous piece of property, more than one service voltage at a delivery point, extra transformer capacity for across-the-line starting of motors, backup or redundant delivery systems, extra metering features, special poles, switch devices, decorative fences, etc.)

3. Determination of Extra Facilities. An extra facilities charge will be added to a customer's monthly billing. The charge will be the difference between the requested installation costs, minus the standard delivery installation cost. The installed cost of the extra facilities will be the cost of materials used, including spare equipment, if any, plus applicable labor, transportation, stores, engineering and general expense, all estimated if not known.

4. If a customer has multiple delivery points, extra facilities charges will be calculated based upon the hypothetical cost to meet the customer's electrical needs at one delivery point and at one voltage versus the extra cost in meeting the customer's needs at multiple delivery points or multiple voltages.

5. The City may refuse requests for extra facilities if, on its determination, the requested facilities are not feasible, or may adversely affect the City's cost or the reliability of the electric system.

6.5. MINIMUM WIRING REQUIREMENTS

The customer must meet all federal, state and local requirements for wiring including National Electrical Safety Code, other codes and safety standards, prior to connection to the City's utility system. A certificate of occupancy will be required before service is begun.

Temporary service on a premise may be available provided the service is for a fixed time period and approved by the appropriate office of inspections.

6.6. THREE-PHASE SERVICE

1. Three-phase service (at standard City voltages) may be extended to establishments, provided that revenues from the load are sufficient to justify the additional investment. Otherwise, a contribution in aid of construction may be required to cover the costs anticipated to be unrecoverable. (i.e., 20% of the total construction cost.) Three-phase service requiring the construction of additional transmission or distribution facilities may be extended when it is economically feasible to the City.

2. Applicants for three–phase service may need to execute a written contract before the service will be extended.

3. When three–phase service is provided to any customer, the customer must be responsible for protecting his equipment from loss of phase (single-phasing) or phase unbalance. **SUGGESTION:** Distance to existing facilities in feet should be added by each City.

6.7. LOCATION OF METER (MOBILE HOME)

The customer will meet with a representative of the City to spot a potential location for his meter. The meter must be outside the building, and accessible to the City's employees. The meter pole

6.8. METERING ***(North Carolina General Statute 143-151.42. North Carolina Utilities Commission Guidelines Article 3: R8-9 through R8-14; Article 4: R8-21. Public Utility Regulatory Policies Act: Title I, Section 113,115)***

1. Meters which measure utility service are highly accurate instruments of measurement with expected life spans that exceed 40 years. In very few circumstances these meters may measure incorrectly. Customer Service Representatives would prefer to assist each customer in determining extraordinary usage, but will test any meter upon request in accordance with the meter testing policy Section 2 Customer's Rights. A customer requesting a meter test should contact the Customer Service Department.

2. **Electric Meters**: An electric meter will be tested free of charge, once in a twelve month period at the request of the customer. If testing is requested more frequently than once in twelve months, the City will require the customer pay a charge based on the cost charged to the City. If the meter test shows the meter to be inaccurate (plus or minus 2 percent), adjustments may be made to the meter.

3. **Master Metering**: All residential electrical services in a City must be individually metered. Meter locations at duplexes and apartments should be ganged into one central location. *NOTE:* Master metering of electric service is prohibited or restricted under the provisions of the federal Public Utilities Regulatory Policies Act of 1978.
   NOTE: ElectriCities has established a contract with a meter testing service. Please call Member Services for details.

6.9. METER READING

1. The City's meters will be read by City employees, according to the City's schedule. Reading dates will vary slightly from month-to-month due to weekends, city holidays, weather conditions, and other factors. Monthly billing periods will be assumed to be 30 days.

2. The City's meter readers use modern meter reading equipment and techniques. If meter reading corrections are necessary, the City will promptly make them. A credit due a customer from a meter reading error will be posted to the customer's account or a check may be written to the customer, if requested.
   SUGGESTION: A letter apologizing for the error is a good recovery action.

6.10. LINE EXTENSIONS ***(North Carolina General Statute 160A-331 and 160A-332; North Carolina Utilities Commission Guidelines Article 4: R8-24)***

The City strives to design, install, operate and maintain the electric distribution system in compliance with good engineering and operating practices which are economically feasible for the City. Line extensions to a home are made safely and quickly.

If the City's preferred method of service is not acceptable, the customer may pay a non-refundable contribution for the extra cost of providing and maintaining service by an acceptable alternate method. The cost to the customer will be for any amount that exceeds the cost of the City's initial, preferred method.

The customer's preferred method will need to meet the qualifications of good engineering and operating practices.

6.11. OVERHEAD LINE EXTENSIONS *(North Carolina General Statute 160A-333)*

Application for electric service will be classified into one of the following defined classifications, and overhead service will be extended accordingly:

Permanent Establishments

1. Permanent/non-seasonal residences:
   This classification includes permanent non-seasonal residences, including mobile homes, apartments, and condominiums which are of a permanent nature and which require electric service on a regular basis.

   Single-phase electric service facilities will be extended to establishments of this classification at any premises within the service area of the City upon request of the owner or occupant. No contribution in aid of construction will be required if the City's standards for extending service are met.

2. Mobile Homes:
   Mobile homes will be considered a permanent residence, and service will be extended provided that:
   a. The modular home is on a permanent foundation with the wheels and axles removed; AND
   b. The applicant for service can provide evidence of ownership of the property on which the mobile home is located; AND
   c. The applicant for service can provide evidence of ownership of the home; AND
   d. The home is to be used as a permanent dwelling by the applicant for service rather than a weekend or summer cottage type dwelling, OR
   e. The home is located in mobile home park served with permanent water and sewer facilities and approved by the zoning authority in which it is located.

3. Permanent establishments other than residences:
   This classification includes schools, public buildings, churches, commercial and industrial establishments, controlled environment livestock and poultry housing, or any other establishments determined by the City to be of a permanent nature, requiring electric service on a continuous basis.

   Single-phase electric service facilities will be extended to establishments of this classification at any premises within the service area of the City upon request by the owner or occupant. No contribution in aid of construction will be required if the City's standards for extending service are met.

6.12. TEMPORARY SERVICE *(North Carolina General Statute 160A-333)*

1. **Temporary Construction Service**. Temporary single–phase service, 120/240 volts, may be furnished for construction purposes relating to establishing permanent service in accordance with the following:

a. The customer requesting temporary service must provide a suitable pole and approved meter loop installed at an agreed upon location.
b. Temporary service must be located at a site convenient to existing facilities (i.e., equal to or less than 100 feet), or the cost to install and remove facilities may be charged.
c. Upon payment of a temporary service fee. (**See City Fees, Rates and Charges Schedule**)
d. Must be inspected prior to connection**.**

2. **Other Transient Temporary Service**
Temporary service will be furnished for service of short duration or transient nature (fairs, carnivals, special events) in accordance with the existing rate schedules of the City, except that the customer needs to pay in advance the total estimated cost of installation and removal of the service facilities, less salvage value of the material used or the temporary construction cost, whichever is greater. An advance deposit of the full amount of the estimated bill for service may be required. (**See City Fees, Rates and Charges Schedule**)

3. **Recreational, Weekend, or Seasonal Residential Developments**
At the request of an owner or developer, overhead distribution primary will be installed upon payment to the City of a contribution in aid of construction to recover.

4. **Other Temporary Services**
This classification includes barns, grain bins, water pumps, camp houses, and individual seasonal residences, residences of a non–permanent nature and mobile homes and other similar services that are considered to be of incidental nature. Single–phase electric service facilities will be extended to establishments of this classification at any location within the service area of the City upon request by the owner or occupant as follows:
If the establishment is within 100 feet of an existing primary overhead line, no contribution in aid of construction will be required.

6.13. UNDERGROUND LINE EXTENSION

The City will extend underground service, upon request, to its customers. When determining underground service, contribution in aid of construction credit may be given for developments in which the installation of underground utilities are, in the opinion of the City, more feasible to install than overhead utilities.

Residential Service

1. **Service to New Developments**
At the request of an owner or developer, the City may install underground distribution facilities for service to single residences, apartment houses and condominiums, and in new developments where there is no existing overhead primary service, upon the following terms and conditions:
A contribution in aid of construction fee per foot of service lateral may be required of the owner or developer. Incidental loads such as water pumps, swimming pools, club houses, etc., will be considered as individual services. However, the total cost of a special three-phase service to any incidental loads will be charged.

(Refer to *Customer Delivery Points* of this section for information about delivery points that are not the least-cost approach.)

2. **Areas With Existing Overhead Primary**
At the request of an owner or developer, the City may furnish and install underground primary and service laterals in areas already being serviced with existing overhead primary service when the owner or developer agrees to pay a contribution in aid of construction fee. The conversion of overhead to underground will be at the discretion of the City's utility director.

3. **Conversion of Service Drops**
At the request of an owner, the City may replace existing overhead service drops with underground service, upon the following terms and conditions:
   a. The owner may be required to pay a non-refundable charge to remove the existing overhead service.
   b. In addition to the removal charge, the owner may be required to pay an installation charge, as in paragraph 2 above.
   c. It is the customer's responsibility to accommodate the underground service drop.
   d. Where the City's existing overhead facilities are no longer adequate, new underground service may be installed at no cost to the customer.

4. **Recreational, Weekend, or Seasonal Residential Developments**
(Same as overhead but a contribution in aid to construction may be required.)
   a. The City may furnish and install the transformers, transformer enclosure, primary cable and terminators, primary bus, connectors (including those for secondary), and metering.
   b. The owner or developer should provide and install all duct and cable for secondary service from the secondary terminals of the transformers or CT cabinet to the service entrance equipment. The owner or developer may be required to provide and/or install the transformer pad, the duct for the primary cable from the pad to the origin of the underground run, and a conduit from the pad to the nearest location appropriate for the installation of a meter. The owner or developer may be responsible for providing and installing cable terminations and splicing in troughs, current transformer cabinets, transformer pads or other junctions.
   c. All work by both parties will be performed in accordance with specifications of the City.

6.14. OTHER REQUIREMENTS APPLICABLE TO ANY UNDERGROUND LINE EXTENSION

1. Where, due to rock conditions in the soil, the trenching work cannot be accomplished by use of standard trenching machines, any excess cost caused by these conditions shall be charged by the City to the owner or developer. Where there are other unusual conditions, such as high water table, which require installation procedures not normally used, the excess cost of those procedures may be charged to the owner or developer.

2. The owner or developer shall reimburse the City for the cost of installing and removing any temporary overhead facilities requested by him.

3. The cost of cutting through and replacing pavement within the development shall be at the owner/ developer's expense.

4. The owner or developer will furnish, without cost to the City, necessary easements and rights-of-way and will be required to initially cut and clear those easements. The owner or developer will be required to have the rights–of–way and all streets, alleys, sidewalks and driveway entrances graded to final grade, and will have lot lines established, before construction of the electrical distribution system begins.

5. The type of construction and the location of the facilities will be at the option of the City. If the owner or developer desires changes in either location or type of construction, the installations will be made only when the owner or developer pays the City the estimated additional cost incurred.

6. The City will have the option of placing transformers above ground, on pads of its specification or design, or underground in enclosures of its specifications or design. The City will determine the practicality of placement.

7. Shrubs and trees requiring protection during the installation of the underground service will be the responsibility of the owner or developer, and the owner or developer will hold the City and its sub-contractors harmless against any claims for damage. It will be the responsibility of the owner or developer to re-seed and/or maintain the trench cover.

8. In areas where the work is the City's responsibility, the City will take responsibility for re-seeding with common varieties and strawing a grassy area.

6.15. PAYMENTS/CONTRIBUTION IN AID OF CONSTRUCTION

1. All payments for any new installations will be made prior to the beginning of construction by City personnel.

2. Contributions in aid of construction to be paid by any customer will be calculated based upon the historical cost of materials, historical cost of labor, overhead, vehicle expenses, engineering, administration, and 15 percent contingency.

3. In the event that all or a portion of a temporary line extension requiring contribution in aid of construction is utilized in providing service to a permanent establishment, a refund may be made, providing the permanent establishment is served and the refund applied for within a period of five years from the date of the original extension agreement.

6.16. RIGHT OF WAY AND EASEMENTS

1. Customers shall provide a right of way suitable for the City to construct, inspect, operate, maintain, repair, and reconstruct utility facilities and improvements, including, but not limited to, electrical facilities and improvements. In addition, for the purpose of

constructing, inspecting, enlarging, operating, maintaining, repairing and reconstructing its Facilities, the City shall also have the right of ingress to and egress from the easement over the property of the customer adjacent to the easement in such manner as shall occasion the least practicable damages and inconvenience to the customer. That right of way must be dedicated and recorded with the appropriate register of deeds. The right of way may be by utility easements, a recorded final plat, a blanket easement deed, or a dedicated easement deed.

2. When the City must cross property other than that owned by the customer, the City will administer the acquisition of the right of way. The customer getting service will be responsible for all expenses necessary to obtain the right of way.

3. Right-of-way easements must contain accurate legal descriptions of the property concerned and must be executed by all the owners in question.

6.17. DISCLAIMER

This document has been prepared as an example of a simple utility easement deed. It does not include many provisions that are common to easement deeds of this type and it must be tailored to the specific facts, circumstances and desires of the city. It is not intended for use in any specific circumstance or as specific legal advice and the city's legal counsel should be consulted concerning its modification and use.

6.18. SAMPLE UTILITY DEED BETWEEN MARRIED INDIVIDUALS AND THE CITY

PREPARED BY: _____

NORTH CAROLINA
COUNTY

THIS UTILITY EASEMENT DEED, made this _____ day of _____, 2__, by and between _____ and wife, _____, married individuals whose mailing address is _____, (collectively, the "Grantor") and _____, a North Carolina city corporation whose mailing address is _____ (the "Grantee"). The designations Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.

Grantor, for a valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto Grantee the perpetual right, privilege and easement to construct, inspect, operate, maintain, repair, and reconstruct utility facilities and improvements, including, but not limited to, electrical facilities and improvements (collectively, the "Facilities"). Grantee shall have the right to assign or transfer without limitation, all or any part of the rights, privilege and easement granted herein. The easement extends over, under, upon and across certain land of Grantor situate in _____, _____ County, North Carolina, said easement being more particularly described on EXHIBIT A attached hereto and by this reference incorporated herein.

All Facilities placed over, under, upon and across said easement shall be and remain the property of Grantee. Grantee shall have the right to inspect, remove, repair, improve and relocate its Facilities and to make such changes and additions to its Facilities located within the easement as Grantee from time to time may deem advisable.

Grantee shall at all times have the right to keep the entire area of perpetual easement clear of all buildings or structures, trees, shrubs, bushes, stumps, roots, undergrowth, or other vegetation as will in its judgment interfere with the proper use and function of its Facilities; provided, however, that Grantor may use said easement for any purpose not inconsistent with the rights herein acquired by Grantee.

Grantee shall also have a temporary construction easement 10 feet in width on each side of the perpetual easement described on EXHIBIT A. The temporary construction easement shall terminate upon completion of the improvements and facilities authorized to be located in the easement area.

For the purpose of constructing, inspecting, enlarging, operating, maintaining, repairing and reconstructing its Facilities, Grantee shall have the right of ingress to and egress from the easement over the property of Grantor adjacent to the easement in such manner as shall occasion the least practicable damages and inconvenience to Grantor. Grantee shall be liable for any damages resulting from its exercise of the right of ingress and egress.

The cash consideration paid by Grantee and accepted by Grantor is in full and total payment for the easement, for all trees, undergrowth, improvements or other obstructions, natural or manmade within the perpetual easement that have been or will be removed or damaged, the construction easement and for all other rights and privileges hereinabove set forth.

Grantee shall repair any damage to fences and other improvements inside the area of the easement that are not inconsistent with the rights herein acquired by Grantee and shall be liable for any damage to crops, trees or improvements outside the easement when any of the above damage results from the inspection, maintenance or improvement of its Facilities.

TO HAVE AND TO HOLD the said rights and easements together with all privileges and appurtenances thereunto belonging for the use and purposes aforesaid, perpetually unto Grantee for the aforesaid purposes.

And Grantor covenants with Grantee, that Grantor is seized of the above described easements, rights, and privileges; that Grantee shall have quiet and peaceable possession, use and enjoyment of the above-described easements, rights and privileges, that Grantor has the right to convey the same and will defend such possession, use and enjoyment against the lawful claims of all persons whomsoever; and that Grantor shall execute such further assurances thereof as may be required.

IN WITNESS WHEREOF, the undersigned have executed this instrument under seal by adopting the word “SEAL” beside the his/her name as his/her seal, to be effective the day and year first above written.

_____ (SEAL)

_____ (SEAL)

ARTICLE 7 – ELECTRICAL EQUIPMENT

7.1. OPTIONS FOR ENERGY EFFICIENCY *(North Carolina Utilities Commission Guideline Article 10: R8-47)*

The City wants to provide all of the electric energy customers need, but no more than is necessary. Energy efficiency is a good idea for controlling future power costs and also makes good sense environmentally. For those reasons, the City makes available energy efficiency options for its customers.

1. **Security Lighting**: Outdoor lighting contributes to a safe nighttime environment in the City. City employees can explain how each customer can benefit.

2. **Standby Generation Consulting**: City employees can help the customer safely install backup generation for critical loads.

7.2. POWER QUALITY ENHANCEMENTS

1. **Uninterruptible Power Supply Systems**: Customers with personal computers may want to prevent data loss caused by momentary interruptions of power.

2. **Surge Protection Systems**: Customers may want to prevent expensive damage to sensitive equipment caused by lightning, storms and other power surges.

3. **Power Conditioning**: Businesses can benefit from clean power ideas. Dirty power is electricity which fluctuates, spikes and surges because of the normal operation of computers and machinery inside a business.

7.3. SERVICE INTERRUPTIONS *(North Carolina General Statute 160A-334. North Carolina Utilities Commission Guidelines, Article 7: R8-40)*

1. The City will make a good faith effort to provide continuous and uninterrupted electric service, but cannot be liable for loss or damage (direct, consequential or otherwise) caused by any failure to supply electricity or by an interruption.

2. If the customer notifies the City of an outage condition, the City's employees will make a good faith effort to restore power.

3. Prolonged service interruptions due to maintenance and construction may sometimes be necessary. In some instances, where safety is a concern, the customer may be required to have premises inspected by local authorities.

   Recommendation

   It is recommended that whenever service is to be interrupted for installation or maintenance of equipment, the City should attempt to notify the customer in advance.

7.4. DOOR HANGER FOR OUTAGE NOTIFICATION

Customer's Mailing Label

Your area will experience a brief electricity outage from_____

To _____

The City's electrical crews will be in the area during this time working to make your service better. Sometimes it is necessary to interrupt electrical service to perform maintenance work or make improvements.

The City apologizes for any temporary inconvenience this outage may cause you and assure you your service will be restored as soon as possible.

7.5. CUSTOMER-OWNED EQUIPMENT

1. **Electric Motors**: The City should always be consulted on motor installations. The maximum permissible size depends upon the customer's location on the distribution system and the capacity of the circuit. All motors should be installed with devices which protect against overload or short circuit.
   (Each City should establish a maximum motor size that it will allow to be connected to its system and for which it will provide motor current starting. Motors larger than the designated size must have some form of reduced current starter.)

2. **Emergency Generators**: Where auxiliary or standby emergency generator service is installed by the customer, and approved (by the City), a double throw switch must be used to prevent possible feedback into the main power line as referenced in the National Electrical Safety Code. Parallel operation of the customer's generator will not be allowed except where expressly granted by written contract, and where approved suitable automatic protective equipment and appropriate metering devices are used.

3. **Power Quality**: Customers who intend to use equipment that may generate noise, harmonics or surge transience on the City's distribution system must supply the City with information regarding the electrical characteristics of the equipment. Customers who create noise, harmonics or surge transience on the City's distribution system will be responsible, at their expense, for the filtering and elimination of these problems under American National Standards Institute and Institute of Electrical and Electronics Engineers guidelines.

4. **Protective Devices**: All protective devices will be installed at the customer's expense.

5. **Power Factor Corrections**: Of interest mostly to business customers, the maintenance of a high power factor is of primary importance to the economic operation and maintenance of the distribution system. Under–loaded motors contribute largely to the creation of low power factors unfavorable to the City and the customer. Where the overall power factor of the customer's load is less than 85 percent lagging, the City shall require the customer to install, at customer expense, equipment to correct the power factor. The City reserves the right to measure power factor at any time. City engineers can help a customer identify power factor correction solutions.

   NOTE: Each City must evaluate what poor power factor costs, what customer classes might create that problem, and how to address the situation.

7.6. PROPERTY OWNED BY THE CITY

1. All meters and other equipment furnished by the City will be and shall remain the sole property of the City. Damages to this equipment which arise from neglect on the part of the customer will be the financial responsibility of the customer.

2. For the safety of the employees who work on the electric poles, no customer, citizen, person or organization will install or attach any wire, sign, basketball goal or other material to any City owned pole without express written consent of the City Manager.

7.7. THE CITY'S RESPONSE TO A CUSTOMER CUTTING ON/OFF UTILITY SERVICE *(North Carolina General Statute 14-151.1 and 14-159.1)*

1. It is unlawful for anyone other than a City's employee or its agent to cut on or off utility service.

2. If a meter seal is found to be broken or removed, the City shall investigate to determine if tampering has occurred and then reseal the meter. The customer shall be notified and charged tampering fees. (See City Fees, Rates and Charges Schedule)

7.8. THE CITY'S RESPONSE TO METER AND LOAD MANAGEMENT SWITCH TAMPERING

1. Tampering with a meter or bypassing a meter is the same as stealing. The aggressive enforcement of this policy is required by the large majority of good paying customers who would be financially burdened with paying for the stolen services. The City will call for the prosecution of cases of meter tampering, electric or water theft and fraud to the fullest extent of the law.

2. Load management devices are considered by this policy to be the same as meters. Any damage to these devices will be paid by the customer.

3. Any customer may contest these additional service charges by calling upon the Customer Service Department (Designated Representative for the City) for a hearing. A hearing will be scheduled before the Customer Service Representative at any time between the hours of 8 a.m. and 5 p.m. on Monday through Friday except on holidays.

Tampering with electric meters is prohibited by
North Carolina General Statutes 14-159.1 and
North Carolina General Statutes 14-151.1.

7.9. INSPECTIONS

1. Any electric account that has been in a vacant or inactive status for one (1) year or longer, shall require an electrical inspection by the Cabarrus County Inspection Dept. before the power will be restored. The City of Concord reserves the right to request an electrical inspection on any electric account that has been vacant or inactive for less than one year if the City of Concord feels any safety issues are in question.

7.10. DISCOVERY OF SUB-METER

If the City discovers a meter service point that is already metered in another location at the same service address, a refund may be due if the City has been charging for usage at both meters. If the City confirms that the sub-meter was being metered at another meter point, then the City Manager may approve a credit for the time period that the customer has been over billed. If the time period of the mistake can be determined, the City shall credit the account for that entire interval, per City Manager approval.

ARTICLE 8 – WATER AND SEWER CONSTRUCTION AND METERING GUIDLEINES

8.1. GENERAL RULES

a. **Location.** No water or sewer facilities shall be installed under the provisions outlined herein and accepted for ownership and maintenance by the Water Resource Department except those in a dedicated public right-of-way or dedicated public easement.

b. **Ownership.** All water and sewer facilities and appurtenances when installed or accepted by the Concord Utilities Department, shall become and remain the property of the Concord Utilities Department; and no person, by payment of a charge or fee, or by any construction of facilities accepted by the Concord Utilities Department, may acquire any interest or right in any of these facilities, or any portion thereof, other than the privilege of having their property connected thereto and service in accordance with these regulations.

c. **Unauthorized Work on System.** No unauthorized person shall tamper with, work on, or in any way alter or damage any Concord Utilities Department water or sewer facility. This shall include the removing of manhole lids, the opening or closing of valves, turning on or off of hydrants, or causing any water, not legally paid for, to flow from the system. No person except authorized employees or agents of the Concord Utilities Department shall cut into or make any connection to the system. The offending person or persons shall pay all costs attributable to such tampering, as well as being subjected to all penalties as prescribed by the North Carolina General

Statutes 14-159.1 and the City of Concords current fee schedule. For full explanation of City fees, refer to the City of Concord's current Adopted Fees, Rates and Charges Schedule.

d. **Right to Not Allow Service.** The payment of any costs or fees, submitting of any petitions, or any other act requesting water or sewer service, does not guarantee that such service shall be forthcoming. The Concord Utilities Department shall have the right to refuse to extend service upon any reasonable grounds, and specifically for any use detrimental to the water or sewer systems, non-payment of required fees, or if, in the sole opinion of the Concord Utilities Department, it is not economically feasible.

e. **Maintenance by Customer.**

1. **Water.** The customer shall be responsible for the maintenance of all plumbing, from the meter service connection into and including the plumbing which serves the structure; and the Concord Utilities Department shall have the right to discontinue service to any property that does not maintain the plumbing or abide by the North Carolina Plumbing Code. Should the customer require water at a pressure different from that supplied by the Concord Utilities Department, it shall be the customer's responsibility to install the necessary approved device(s) to make the adjustment.

2. **Sewer.** The customer shall be responsible for the maintenance of all plumbing, from the sewer main connection into and including the plumbing which serves the structure; and the Concord Utilities Department shall have the right to discontinue service to any property that does not maintain the plumbing or abide by the North Carolina Plumbing Code. Further, should a customer require sewer service in which the dwelling floor level is below the elevation of the upstream manhole, a backwater valve will be required in accordance with the North Carolina Plumbing Code. In the event a customer requires sewer service in which the dwelling floor level is below the gravity flow level of the collection main, the customer shall be responsible for installing any necessary approved device(s) to pump wastewater to the collection main in accordance with the North Carolina Plumbing Code. It shall be the customer's responsibility to bare any expense associated with the purchase, operation or maintenance of these devices.

f. **Liability of Concord Utilities Department.** The Concord Utilities Department shall not be liable to consumers, owners or any person for the failure to furnish service for any purpose or under any conditions, or for any damage that may result from the interruption of service from the Concord Regional Water or Sewer Systems, even though notice of the interruption of service had not been given. It should be understood that every possible effort shall be made to notify the customer of any interruption of service prior to commencement of any work. All applications, agreements or contracts for service from the Concord Regional Water and Sewer Systems are expressly made subject to these provisions.

g. **Meters.** All meters shall be owned by the Concord Utilities Department, whether purchased or furnished by the Concord Utilities Department or others. The Concord Utilities

Department reserves the right to remove the seal and interfere with the meter for causes deemed justifiable by the Concord Utilities Department.

h. **By-Pass.** No by-pass around any meter shall be installed unless determined by the Concord Utilities Department to be necessary. Where such devices exist, the use of same shall be regulated by the Concord Utilities Department. Any unauthorized by-pass may result in removal of the meter as well as all other penalties, civil or criminal, provided by law.

i. **Cross-Connections.** Cross-connections are expressly prohibited, and may result in removal of the meter supplying such connection as well as all other penalties, civil or criminal, provided by law, (i.e. example of this is the inter-connection of a well water supply with a potable public water supply). Upon discovery of a cross-connection on any property being furnished water through the Concord Utilities Department water system, the owner of the property will be notified that the cross-connection must be discontinued immediately. A failure to remove or correct the cross-connection will result in the removal of the meter. A removed meter will not be reinstalled without payment of the standard reconnection fee as established by the Utility Billing and Collection Policy. Reconnection shall be made only after the minimum requirements and/or penalties have been met in accordance with the Backflow Prevention and Cross-Connection Control Ordinance.

j. **Inspection of Plumbing.** The Concord Utilities Department reserves the right to inspect any and all of the plumbing on a customer's property. In the event plumbing problems are found which are determined to be detrimental to the Regional Water and Sewer Systems, the customer shall be given written notice by certified mail. Upon receipt of the certified mailing, the customer shall have 45 calendar days to make all necessary repairs to the plumbing problems. It shall be the customer's responsibility to notify the Concord Utilities Department of these corrections having been completed within that 45 calendar days. In the event the repairs are not made within the allotted time, the Concord Utilities Department reserves the right to discontinue service.

k. **Trespassing.** It shall be unlawful for any person to enter upon, walk, ride, bathe, swim, boat, skate, hunt, fish or trespass in any manner upon any portion of any pond, reservoir, watershed, land or building owned, leased or controlled by the Concord Utilities Department, unless specific exceptions are made in writing by the Concord Utilities Department.

l. **Easements or Rights of Way.**

1. All mains must be within maintained road rights of way or dedicated easements.

2. Shall be for construction, maintenance and operation in, upon and through said premises a utility main(s) (water, sewer or otherwise), with all necessary pipes and/or appurtenances, together with the right at all times of ingress, egress and regress thereon, and the right of entry upon said premises for the purpose of inspecting said main(s), making repairs or alterations thereon, and/or clearing obstructions that may, in the opinion of the Concord Utilities Department, endanger or interfere with the proper maintenance and operation of the same.

8.2. SERVICE REGULATIONS

Application for Service.

a. Service rates shall be based upon the land use, whether conforming or non-conforming. If residence is established, the service shall be billed at the residential rate.

b. If sewer service is desired by an applicant where water service is also available, the applicant shall be required to make connection to both water and sewer, for the control and billing purposes of sewer discharges.

Availability Fee.

Where applicable an availability fee shall be collected by the Cabarrus County Building Inspections Department. For the purpose of this policy these charges apply only to water or sewer service installations. For additional information concerning availability fees, contact the Cabarrus County Planning Department.

Minimum Service Charge.

a. The minimum service charge will apply only to those customers who have made application for service and paid required fees, as provided in the City of Concord Fees and Charges, Water and Sewer Rates and Connection Fees schedule. Charges shall be made for each service installed regardless of location or duration of service.

b. The minimum service charge shall apply to all connections.

c. Charges for flat rate sewer service will commence thirty (30) days after installation and connection is ready for use, regardless of whether service is actually used at that time.

d. Charges for metered service(s) will commence thirty (30) days after installation of the meter, regardless of whether service is actually used at that time.

Water for Sale to Other Public Utilities.

Water may be sold to non-City water systems under the following conditions:

a. Water will be sold only to systems permitted by the State of North Carolina or regulated by the North Carolina Utilities Commission;

b. The utility desiring service must agree to pay all applicable cost for the installation of a meter and backflow prevention as specified by the Concord Backflow Prevention and Cross-Connection Control Ordinance.

Meter Reading and Determination of Charges.

a. Meters will be read and bills rendered in accordance with the Billing Policy of the Concord Customer Service Department. However, the City of Concord reserves the right to vary this schedule if necessary or desirable.

b. Where there are multiple dwelling units on one lot, unless separate meters are installed for individual dwelling units, the property owner or landlord shall be responsible for the bill for meters jointly used by one or more tenants.

c. Readings from different meters will not be combined into one account for billing.

d. A charge shall be made for all water passing through the customer's meter.

e. Bills for water or sewer service shall be calculated in accordance with the rate schedule in effect at the time of billing.

Meter Testing.
If the customer believes that a water meter on their premises is not registering their water consumption accurately, they may request a test of the meter by the Concord Utilities Department. Charges shall be collected in advance for this service pursuant to the City of Concord Fees and Charges, Meter Testing Fee. If it is determined that the meter is inaccurate, not meeting the standard accuracy +/- 2.5%, the fee collected will be credited to the customer's account and the meter will be replaced at no cost to the customer.

Calculation of Bill Where Equipment Fails.

a. If the seal of the meter is broken by other than Concord Utilities Department agents or in the event that the meter fails to register the accurate use of water, the customer shall be charged or credited the amount computed using the following formula for the period in which the meter failed to register accurately:

    1. The customer shall be charged or credited the current rate based upon the average water consumption for the previous twelve (12) months of occupancy, whereas applicable, with consideration of the percentage of accuracy of the meter.

b. In the case of a proven leak on the customer's plumbing which measures 100% above average consumption, the customer shall be charged the amount computed using the following formula:

    1. The customer shall be charged the lowest current rate based upon the amount over the average water consumption for the previous twelve (12) months of occupancy, whereas applicable, in addition to the amount of the average bill.

    2. Adjustments for leaks are applicable only once per twelve (12) month period on water accounts. Adjustments on sewer accounts will only be allowed once proof is provided, by a written statement from the customer with attached plumbing bill or material receipt, that the leak did not enter the sewer collection system.

Prohibited Activities.
No unauthorized person may:

a. Supply or sell water from the Concord Utilities Department System to other persons or carry away water from any hydrants or other such public outlet without specific authorization from the Concord Utilities Department.

b. Manipulate, tamper with, or harm in any manner whatsoever any water line, sewer line, main, or appurtenance or any other part of the water or sewer system, including, but not limited to, any testing or inspection device used to measure the character or concentration of wastes discharged into the sanitary sewer system.

c. Tamper with the water meter so as to alter the true reading for the amount of water consumed.

d. Attach or cause to be attached any connection to the water line before the water meter.

Tampering with water/sewer meters is prohibited by
North Carolina General Statutes 14-159.1 and
North Carolina General Statutes 14-151.1.

8.3. CONCORD UTILITIES DEPARTMENT AND CUSTOMER RESPONSIBILITIES

Concord Utilities Department's Responsibility and Liability.

The Concord Utilities Department shall:

a. Maintain the water and sewer mains within the Concord Utilities Department's rights of way and easements.

b. Reserve the right to refuse service if there is a cross connection to a private water supply, no backflow protection, or no sewer clean out.

c. Assume liability for damage only if such damage results directly from the Concord Utilities Department's activities.

d. Assume no liability for damage done by or resulting from any defects in the piping, fixtures, or appliances on the customer's premises.

e. Assume no liability for the negligence of third parties.

f. Assume no liability for strike, riot, flood, accident, act of God, or any other unavoidable cause.

g. Provide service to the customer, if service is available and economically feasible and the customer has made application and paid connection fees.

h. Have no intent to work upon private property, accept on occasions where customers request the Concord Utilities Department to assist with repairs which resulted from the Concord Utilities Department's activities. The customer shall release the Concord Utilities Department from any and all liability for such work by signing consent to work form. It

should be understood that the customer may be responsible for all costs associated with this repair.

i. In the event the customer or plumber should request assistance by the Concord Utilities Department in the location of services, the individual making such requests shall be responsible for all cost incurred by the Concord Utilities Department. Assistance shall be based upon the availability of Concord Utilities Department personnel.

Customer's Responsibilities.

The customer shall:

a. Guarantee protection for Concord Utilities Department facilities or equipment located on the customer's property.

b. Pay the cost of relocating Concord Utilities Department owned facilities and equipment if done at the customer's request.

c. Be responsible to the Concord Utilities Department for damage to Concord Utilities Department property that is caused by the customer. The customer will be billed for repairing or replacing such property.

d. Water.

1. Maintain the water piping systems on their property from the meter up to and including the structure at their expense in a safe and efficient manner.

2. Maintain the water piping systems in accordance with general standards referred to in Section 1-2 General Rules, paragraph (e).

3.Protect the public water system from backflow in accordance with standards referenced in Article VI, Backflow Prevention and Cross-Connection Control Ordinance, adopted 12/17/95.

e. Sewer.

1. Maintain the sewer piping service from the sewer main up to and including the structure at their expense in a safe and efficient manner. Should it become necessary for the street portion of the lateral to be replaced, the City shall conduct a service line investigation by either or both television monitoring or excavation. If the investigation proves that the service failure is due to faulty material or improper installation, there shall be no charge for this renewal of service. If the damage or blockage is the result of customer neglect, or illegal discharge into the system, then the customer shall be responsible for all labor, material and equipment charges accrued by the City of Concord.

2. Maintain the sewer piping systems in accordance with general standards referred to in Section 1-2 General Rules, paragraph (e).

4. Install a sewer clean out at the property line in the event there is a sewer blockage on the service within the roadway right-of-way. The cleanout shall be installed by a plumber in compliance with Concord Utilities Department specifications.

8.4. SERVICE CONNECTION TO THE WATER AND SEWER SYSTEM

Connection Required.

Subdivisions which lie adjacent to a public water and/or sewage system shall include plans for connection to such public system as provided by the City of Concord and Cabarrus County Subdivision Ordinances and the requirements of this policy.

Plumbing Permit for Construction.
No person may connect or be connected to the water or sewer system of the Concord Utilities Department until a plumbing permit for such a connection has been issued.

Application for Plumbing Permit.
Every application for a plumbing permit shall be obtained through the Cabarrus County Building Inspection Department.

Construction of Connections.

a. When an application for service has been made to the Concord Utilities Department for a connection to existing water or sewer lines, the Concord Utilities Department, either with the use of Concord Utilities Department forces or by contract, shall do the excavating, lay the pipe, make the connection (tap-on) to the main, installing meter or cleanout, fill the excavation, and replace the surface of the street.

b. The customer may request the location where the service may be placed on their premises; however, the final decision for service placement lies with the Concord Utilities Department.

c. When the service is to be placed on the customer's premises, the customer shall provide a suitable location for placing the service, unobstructed and accessible at all times to the Concord Utilities Department and City of Concord Meter Reading Department and proof of dedication of a right-of-way prior to installation of the service.

d. The customer's piping and appurtenances shall be installed at the customer's expense in accordance with all applicable building and plumbing codes and Concord Utilities Department's regulations and in full compliance with the sanitary regulations of the State Department of Health Services.

e. Piping on the customer's premises shall be so arranged that the connections are conveniently located with respect to the Concord Utilities Department's mains.

Separate Connections Required for Each Lot.

a. For the purpose of this section, "lot" shall mean a parcel of land whose boundaries have been established by some legal instrument such as a recorded deed, deed of trust or a recorded map, and which is recognized as a separate legal entity for purposes of transfer of title.

b. There shall be for every lot to which water or sewer service is available:

   1. A separate connection to the water main of the Concord Utilities Department and a separate service pipe, tap and meter for each structure as defined by land use.

   2. A separate connection to the sewer main of the Concord Utilities Department and a separate sewer clean out at the right-of-way (unit number must comply with Latest Revision of North Carolina State Plumbing Code).

c. Customers are eligible for irrigation meters used exclusively for irrigation where there is no return of water to any sewage system. The use of this service for anything other than irrigation is a direct violation of this policy.

d. If a second meter service is required for residential, commercial or industrial use other than for irrigation, the charges in the Concord Fees and Charges, Water and Sewer Connection Charges, shall apply. There will be no reduction in cost for secondary services. Some examples are apartments, condominiums, commercial or industrial processed water.

e. If a second sewer service is required for residential, commercial or industrial use, the charges in the Concord Fees and Charges, Water and Sewer Connection Charges, shall apply. There will be no reduction in cost for secondary services.

Time and Material Service Estimates.

All fees for service shall be applicable to those listed in the Concord Fees and Charges, Water and Sewer Connection Charges. Application fees for service up to and including two inches for water and four inches for sewer shall be as listed in the Water and Sewer Connection Charges. For services greater than two inches for water or four inches for sewer, the customer shall provide two (2) copies of all design data, which shall include, but is not limited to, service size, location and any additional utility conflicts. The design must be provided for approval by the Concord Utilities Coordinator and Backflow Prevention Administrator. Charges for services greater than two inches for water or four inches for sewer shall be in one of the two following categories:

a. If the connection is made by an approved licensed utility contractor to the main owned by the City of Concord, the connection may be made only after a one time application fee has been paid in advance of any work. Once this fee has been paid and service connection approved by the Concord Utilities Department, any and all work shall be done under the direct inspection of the Concord Utilities Department. All connection requirements shall be in accordance with the standards of this policy and specifications of the Concord Utilities Department.

b. If the customer requests the City to make this connection, the customer shall be responsible for paying the one time connection fee in advance, and then be responsible for paying for all time and materials required for the connection. Estimates for time and material shall be provided upon customer request. After design approval, an estimate for time and material for the service installation shall be provided to the customer within ten (10) working days from receipt.

Ownership of Services.
All meters, meter boxes, service laterals, pipes and other equipment furnished and used by the Concord Utilities Department or its contractors in installing any water or sewer connections shall be and remain the property of the Concord Utilities Department.

ARTICLE 9- FEDERAL FAIR CREDIT REPORTING ACT (FCRA) & FAIR AND ACCURATE CREDIT TRANSACTIONS ACT OF 2003 (FACT ACT)

General Rules

The City will make every effort to comply with the federal Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681y, which imposes responsibilities on all persons who furnish information to consumer reporting agencies (CRAs) and the Fair and Accurate Credit Transactions Act of 2003 (FACT Act) which amended the FCRA to include new provisions aimed at enhancing the accuracy and integrity of the information that data furnishers provide to consumer reporting agencies. The City:

- Should not report information to a CRA it has reasonable cause to believe is inaccurate.
- Should only provide complete, accurate and verifiable information to CRA's.
- Should correct and update information when appropriate.
- Should report to a CRA when an account has been disputed by a consumer.
- Should correct information found to be inaccurate.
- Should report voluntary closing of accounts.
- Should report correct dates of delinquency so accounts age off reports correctly.
- Should identify accounts that are for medical services, products or devices.
- Should have reasonable procedures in place to respond to notifications from CRA's that information furnished is the result of identity theft and to prevent refurnishing the information in the future.

Accuracy and Integrity Rule and Direct Dispute Rule.
Accuracy and Integrity Rule
The City's Customer Service Policies and Procedures have been written to provide accuracy and integrity of consumer information reported to a consumer credit reporting agency (CRA). The City will periodically review and update their policies and procedures to ensure continued effectiveness. The City's policies and procedures promote accuracy, integrity, reasonable investigations and the updating of information, as necessary.

The City reports standard pieces of information to CRA's regarding consumer debt. This includes the amount of the debt, changes in the amount of the debt, and payments from the consumer and whether the debt has been disputed.

The rule defines "accuracy" to mean information a furnisher provides to a CRA that correctly: (1) reflects the terms and liability for the account or other relationship; (2) reflects the consumer's performance and other conduct with respect to the account or other relationship; and (3) identifies the appropriate consumer.
The City will:

- Identify the appropriate consumer.
- Reflect the terms of and liability for accounts reported.
- Reflect the consumer's performance and other conduct on the account.

"Integrity" is the second component that must be established under the rule. Integrity is defined to mean information a furnisher provides to a CRA about an account or other relationship with the consumer that:

- Is substantiated by the furnisher's records when furnished.
- Is furnished in a way that is designed to minimize the likelihood the information may be incorrectly reflected in a consumer report; and
- Includes information in the furnisher's possession that a relevant federal agency (the Federal Trade Commission for Debt Collectors and Asset Buyers) determines the absence of which would materially misleading in evaluating a consumer's creditworthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living.

To ensure integrity of information, the City will:

- Substantiate the information provided by the furnisher's records.
- Furnish information in a form and manner that is designed to minimize the likelihood the information may be incorrectly displayed in a consumer report; and
- Include the credit limit of the account (where appropriate).

Direct Dispute Rule

This rule implements a provision in the FACT Act that provides consumers with a broad right to directly dispute inaccurate information in their consumer report with the entity that furnished the information.
The direct dispute rule requires the City to conduct a reasonable investigation of a dispute submitted directly to the City by a consumer concerning the accuracy of any information contained in the consumer's credit report if the dispute relates to:

- The consumer's liability for a credit account.
- The terms of a credit account.
- The consumer's performance or conduct related to an account; or
- Any other information related to the consumer's credit standing, character or reputation.

The direct dispute rule requires consumers to provide certain information with their disputes in order to trigger the City's duty to investigate the dispute. The consumer's dispute must provide:

1. Sufficient information to identify the account or other relationship that is in dispute, such as an account number, the name, address and telephone number of the consumer; if applicable;
2. Specific information the consumer is disputing and an explanation of the basis for the dispute; and
3. All supporting documentation or other information reasonably required by the furnisher to substantiate the basis of the dispute. This documentation may include, for example, a copy of the relevant portion of the consumer report that contains the allegedly inaccurate information; a police report; a fraud or identity affidavit; a court order; or account statements.

Although the direct dispute rule does not explicitly require a direct dispute to be in writing, the rule includes a section explicitly detailing what to address a dispute must be sent. It is the opinion of the American Collector's Association the inclusion of an address requirement has the effect of requiring direct disputes to be submitted to the City in writing.

The City is not required to investigate a direct dispute unless the dispute is sent to the address provided by the City. The address provided can be listed on the consumer report, or the address can be an alternate address if it is clearly and conspicuously specified by the City for submitting direct disputes and was provided to the consumer in writing or electronically. Thus, the City will avoid the duty to investigate disputes that are sent to an incorrect address so long as it has communicated the correct address to which consumers should submit disputes.
Although the City is generally required to investigate a direct dispute from a consumer, the rule provides some exceptions when a reasonable investigation is not required. The City is not required to investigate a direct dispute if an exception enumerated by the rule applies or if the City determines the dispute is frivolous or irrelevant.

Exceptions
The City is not required to conduct an investigation if the dispute is related to:

- The consumer's identifying information, such as the consumer's name, date of birth, Social Security number, telephone number(s) or address(es).
- The identity of past or present employers.
- Inquiries or requests for a consumer report.
- Information derived from public records, such as judgments, bankruptcies, liens and other legal matters.
- Information related to fraud alerts or active duty alerts.
- Information provided to a consumer reporting agency by another furnisher.

Furthermore, one exception particularly relevant for the collection industry is that the City is not obligated to investigate a direct dispute if the City has a reasonable belief that the direct dispute was submitted or prepared on behalf of, or submitted on a form supplied to the consumer by a credit repair organization or any entity that would be defined as a credit repair organization, if not for its nonprofit status.

Thus, the ability to dispute items directly with the City does not extend to credit repair organizations. A credit repair organization cannot trigger a reinvestigation by contacting the City directly on behalf of a consumer.

Additionally, this exclusion applies to forms prepared by such organizations; thus, a consumer cannot trigger a reinvestigation by submitting a dispute form to the City on a form supplied to the consumer by a credit repair organization.

Frivolous or Irrelevant Dispute

The City is not required to investigate a dispute if it is deemed frivolous or irrelevant. A dispute may be deemed frivolous or irrelevant if:

1. The consumer did not provide sufficient information to investigate the disputed information as outlined above; or
2. The dispute is substantially the same as a dispute previously submitted by or on behalf of the consumer, regardless of whether the dispute had been previously submitted directly or through a Credit Reporting Agency (CRA), so long as the consumer has not provided additional supporting information regarding the dispute.

If the City determines a dispute is frivolous or irrelevant, the City must notify the consumer of its determination within 5 business days of making the determination by mail or other means if authorized by the consumer. The notice must contain the City's reasons for making the determination and identify what information is necessary to investigate the disputed information.

Duties upon Receiving a Valid Dispute

Upon receipt of a valid dispute the City is required to conduct a "reasonable" investigation. The FTC and other federal agencies determined this is consistent with how courts have interpreted a furnisher's duty to conduct an investigation under the applicable sections of the FCRA.
After receiving a valid dispute notice from a consumer, the City will:

1. Conduct a reasonable investigation with respect to the disputed information.
2. Review all relevant information provided by the consumer with the dispute notice.
3. Complete its investigation of the dispute and report the results within 30 days. If the consumer provides additional relevant information after the start of an investigation, the City will have 45 days to complete the investigation.
4. If the investigation finds that the information reported was inaccurate promptly notify each Credit Reporting Agency (CRA) to which the City provided inaccurate information of that determination and provide to the CRA any correction to that information that is necessary to make the information provided to the City accurate.