



# Town of Denton Customer Service Policy

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# **I. RIGHTS AND RESPONSIBILITIES**

## **A. AUTHORITY**

1. The enactment of these policies was approved by the Town of Denton Board of Commissioners. As fee schedules, rates and other specific policies are updated, it will be the responsibility of the Town Manager to make sure the policy manual is revised. Most changes involving fees and rate schedules are delegated by the Town Manager, with prior approval by the Board.
2. The Public Works Director responsibilities include operation and control of the utility lines and utility property. He sets the standards of quality for construction and maintenance of the utility system and plans for utility system improvements.
3. The Town Manager is authorized to hear concerns and complaints, settle disagreements, and reconnect any customer disconnected for non-payment while the concern is investigated, if he deems necessary. All grievances must be heard and addressed by the Town Manager prior to an item appearing before the Town Board of Commissioners.

## **B. SCOPE**

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

1. This policy has been adopted by the Town Board of Commissioners for all customers of the Town.
2. The intent of this policy is to provide the customers and the employees of the Town with a helpful guide with uniform procedures for providing water and sewer utility service. The Town desires to treat its customers in a fair and indiscriminate manner while recognizing that each customer has needs and requirements.
3. Employees of the Town have been empowered and well-trained to use this policy to deliver high quality service to customers. Employees are expected to deal with each customer with empathy and understanding. Ultimately, the Town Manager accepts the responsibility as the final authority on this policy.
4. 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 practice on the part of the Town.

## **C. DEFINITIONS USED IN THIS POLICY**

1. **EMPLOYEES** - The employees of Town, charged with the responsibility of delivering services to the customers while ensuring good business practices and considering the needs and wants of customers.
2. **TOWN** -The Town of Denton and its governing body and its employees.
3. **BOARD** -Those officials elected to represent the residents of the Town of Denton.

## **D. APPLICATION OF THIS POLICY**

1. This policy applies to every customer or applicant for utility service. Copies of this policy are available at Town Hall.
2. This policy may be revised, amended, supplemented or otherwise changed from time to time by action of the Board. Customers are encouraged to seek answers to any questions by calling Town Hall.
3. As detailed in ordinances, the Town follows best practices as set forth by: American National Standards Institute (ANSI); the American Water Works Association (AWWA); the Water Environment Federation (WEF); the North Carolina Department of Environment Quality (NCDEQ). Further, all operations are prefaced upon safety for the public and employees alike.
4. The Town is not responsible for any damage caused by turning on or off utility services.

## **E. CONFLICT**

Provisions of a special contract or tariff between the Town and a customer will take precedence over these policies

## **F. PART OF ALL CONTRACTS**

These policies are part of all oral and written contracts for providing and receiving utility service from the Town.

## **G. NO PREJUDICE OF RIGHTS**

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

## **H. UNIQUE RIGHTS AND RESPONSIBILITIES**

The customer and the Town have unique rights and responsibilities toward utility service. The responsibilities, detailed fully throughout this publication, are summarized here:

### **CUSTOMER RESPONSIBILITIES:**

1. Meet requirements of application for services.
2. Pay bills by the Due Date shown on each monthly bill.
3. Notify the Town if there is someone in the household who is either chronically or seriously ill, or handicapped.
4. Notify the Town with questions or complaints about service.
5. Be aware of Town-owned property at the customer's home/business and safeguard it.
6. Install and maintain any lines or plumbing beyond the meter connection.
7. The Town 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 any party at another address. Violation of this policy will be cause for immediate disconnection of service.
8. The customer shall be responsible for complete disconnection from other water systems (wells) prior to connection to the Town water system.
9. Notify the Town when the customer wants the account closed and later disconnected.

### **CUSTOMER RIGHTS:**

1. If the customer has a high bill due to a leak, they have the right to request establishing a payment arrangement designed to pay the account in full according to terms set with the Town's customer service representative.
2. The customer has a right to request, free of charge, six months of historic billing and usage information.
3. The customer has the right to protest bills he/she believes to be in error.
4. The customer has a right to request a review of any complaint according to the grievance procedure.

### **TOWN RESPONSIBILITY:**

1. To avoid disconnection for non-payment on a Friday, weekend, or holiday.
2. To avoid disconnection for non-payment during extreme weather conditions.
3. To provide and explain rate schedules, how meters are read, and other additional, reasonable information.
4. To respond to questions or complaints from customers. We may not agree with the complaint, but we pledge prompt, courteous and honest answers.
5. To provide six months of historic billing and usage information when requested by the customer.

### **TOWN'S RIGHTS:**

1. To access the Town's utility facilities.
2. To receive notice of changes in address, contract information, status of utility service, or problems with utility service.
3. To receive timely payment for services delivered to a customer.
4. To take action in court regarding equipment tampering or financial delinquencies.

## **II. ESTABLISHING SERVICE**

### **A. OFFICE AND SERVICE HOURS**

1. The Town office is located at 201 W. Salisbury Street, in Denton, NC. Town Hall hours are 8:30am to 5:00pm, Monday through Friday.
2. Emergency work is performed 24-hours a day, seven days a week. Please contact the Police Department after hours number to report a problem, (336) 859-2164.

### **B. REQUEST FOR SERVICE**

1. **Original Application of Service:** The Town does not install taps unless they are going to be made active. Any customer requesting services will complete and sign an application and agreement for services. The person whose signature is on these forms accepts personal responsibility for payment of the account. The customer will show:
  - a. Photo identification (driver's license)
  - b. Copy of deed for property owners/Rental receipt for renters
2. **Account Information Changes:** Any changes of account information, mailing address, phone number etc. should be given to the customer service representative only by the person whose name is on the account.
3. **Commercial and Industrial Accounts:** Accounts established for non-

residential services will require the signature of an owner or other representative of the business who accepts personal responsibility for payment of the account.

4. **Time of Application:** The Town will strive to meet the customer's needs for connection of service. Normal connection will be made the same day as the request with the exception of new services, if the request is received prior to 3:00pm on normal Business Days. New taps will be made within 15 working days of the request.
5. **Place of Application:** Customers may request for service at Town Hall.
6. **Out-of-Town Connection Requests:** If a customer wants to obtain service prior to arrival in the Town, they should request that the office mail or email them the application and agreement for service, which they should return, completed and signed, with the deposit and/or tap, and/or membership fee. Upon receipt of the above-mentioned and copies of identification, the Town will begin service. Within 30 days of opening the account, the customer must appear in person to confirm their identity. Failure to do so will result in disconnection of services.
7. **Customer Service Policy:** Customers can request a verbal explanation of the Town's policies and may obtain a written copy of the guidelines as well.

**Hydrant meters:**

The following are the rules and responsibilities to be followed by customers receiving water service by hydrant meter:

- a. See fee schedule for current costs.
- b. Hydrant meter usage will be read at least every Friday.
- c. Hydrants will be turned off at the end of each day.
- d. It is the customer's responsibility to notify the Town when use of the hydrant is no longer needed.
- e. The Town retains the right to remove any hydrant meter which shows zero gallons of usage for two consecutive weeks.
- f. Damages to the hydrant meter will be the responsibility of the customer requesting the meter.
- g. Anyone caught bypassing a hydrant meter will be criminally charged and held responsible for all damages and water usage.

**C. PRIOR DEBT**

The Town shall not furnish service to an applicant who is indebted to the Town for service previously furnished, until all indebtedness has been satisfied or payment arrangement has been made.

**D. ACCOUNT DEPOSITS**

1. Deposits must be paid on each account that is set up for connection in the Town. Connection will not be made until the deposit is paid in full. A service security deposit will be collected before any service is connected.
2. Customers who own the home or business, where service is contracted will not be required to pay a service security deposit. However, if the service is disconnected for non-payment or meter tampering, a service security deposit will be required before service is restored.

3. The Town employees are charged with the responsibility of prudent management of the Town's finances. A deposit for utility services is collected as security 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. Since the Town's employees cannot know in advance which customers will pay promptly and which ones will not, reasonable and uniformly applied deposits are necessary.
4. The deposit of any customer whose service is involuntarily terminated for either non- payment, meter tampering, or other reasons will be applied toward the balance owed on that customer's account.

## **E. REFUNDING OF DEPOSITS**

A deposit will be refunded automatically when service is voluntarily discontinued. All outstanding amounts on the final bill will be deducted from the deposit amount. Refunding of deposits is generally within one month after discontinuation of service. However, this may depend on when the service is terminated during the monthly billing cycle.

## **F. RATES**

1. The Town's water and sewer rates and fees are set by the Board of Commissioners and are designed to be fair, reasonable, just, uniform and non-discriminatory. Setting rates locally offers rate regulation that is responsive to the customers of the system. The Town's goal is to provide the best possible utility service to all customers at a rate which is competitive with other similar public utility providers.
2. Customers will be billed in accordance with the current Rate Schedule, which is available to customers upon request.

## **G. BILLING**

1. Bills are generally mailed out on the 1<sup>st</sup> day of each month.
2. A bill is past due if not paid by 5pm on the 20<sup>th</sup> day of the month. A late fee will be incurred on each account the next working day after the 20<sup>th</sup> at 8:00am. In addition, a delinquency fee will be incurred on each account after 8:00am on the disconnect day.
3. One late fee may be waived (per account), in a 12-month billing period. For example, if you have not received a late fee in the prior 12 billing months, your late fee will automatically be waived. However, once this occurs, the same account must be paid, by the due date, for another 12-months in order to be eligible to receive another waiver of the late fee.
4. Service is scheduled to be discontinued if payment is not received by 8:00am on the morning of cut-off.
5. No service will be reconnected between the hours of 5:00pm and 8:30am during the week and no service will be reconnected between 5:00pm Friday and 8:30am Monday.
6. Emergency reconnection service is available between 3:00pm-5:00pm on regular business days for an additional fee.

7. Customers who reconnect their meters after being cut off will be subject to criminal and civil prosecution, a required service security deposit and potential denial of future service.
8. Customers who think a bill is in error or otherwise have reason to protest termination of utility service may contact Town Hall.

**H. BILLING ADJUSTMENTS**

1. If the Town has inadvertently overcharged a customer for utility service, the Town will promptly notify the customer and credit the account. If the time frame of the mistake can be determined, the utility should credit the account for that entire interval, up to a maximum of three years. If the time frame of the problem cannot be determined, the utility should credit the excess amount charged during the previous 12-months. If the exact amount of excess charge cannot be determined, the utility should estimate the amount due. If an overcharged customer owes a past due balance to the Town, the utility may deduct the past due amount from any credit due the customer.
2. If the customer is undercharged for services, the Town will follow the same time limits and calculation process as set forth in item one of this section.
3. If an undercharge has occurred because of meter tampering, the Town can charge the account for the overdue amount in a lump sum.
4. If an overcharged customer owes the Town on another account, the Town may apply the credit to that past due account.

**I. ADJUSTMENTS.**

The Town of Denton will issue a water and/or a sewer credit on utility bills for a water line break or a leak under the following conditions:

1. The utility customer notifies the Town of the leak.
2. Customer provides proof of the repair.
3. Verification from field employee that the meter does not indicate a leak.

<b>Adjustment</b>	<b>Adjustment Policy</b>	<b>Documentation Required</b>	<b>Restrictions</b>
Toilet	N/A	N/A	N/A
Water Line	*100% of sewer usage 25% of water usage	Proof of repair	One adjustment per 12 months
Hot Water Heater	*Sewer Only	Proof of repair	One adjustment per 12 months
Leaky Faucet	25% of water usage	Proof of repair	One adjustment per 12 months
Pool	Sewer only based on amount of water used to fill the pool	Reading prior to filling the pool and upon completion	One adjustment per 12 months

**\* Water and Sewer usage is calculated based on a six-month average.**



## **J. PAYMENT OPTIONS:**

*The Town does not take payments by phone.*

*Field employees of the Town are not allowed to collect payments for any service.*

Customers have five options for making payments to the Town. To ensure that payments are credited to the proper accounts, customers should include their stub or provide their account numbers with payments. The options for payment are as follows:

### **OFFICE**

Town Hall is located at 201 W. Salisbury Street, Denton, NC, 27239. Payments may be made between the hours of 8:30am and 5:00pm, Monday through Friday.

### **DROP BOX FOR PAYING AFTER HOURS**

1. For customer convenience, a drop box is located next to the South Bingham entrance to Town Hall. Payment and billing stub may be deposited in the box.
2. The drop box is open 24 hours. Payments made outside of normal business hours may not be credited as on time for the purpose of late and delinquency fees.

### **AUTOMATIC DRAFT**

For customer convenience, the Town offers automatic draft of monthly bills from the customer's savings or checking account.

### **MAIL**

For customer convenience, the Town accepts payments by mail. The mailing address for payment is PO Box 306, Denton, NC, 27239

### **ONLINE PAYMENTS**

Customers may access the online payment portal from our website, [www.townofdenton.com](http://www.townofdenton.com). Click on the \*GovPayNet link on the main page.

*\*GovPayNet charges a fee for this service and the Town of Denton does not receive any funds for this service.*

## **K. BILL PAYMENT ARRANGEMENTS**

1. Payment arrangements for customers who have experienced a water leak may be available prior to the application of late fees to the account. Customers should contact the Town's customer service representative to make arrangements.
2. Payment arrangements may be made in the case of a leak when the customer cannot pay the total bill, however the customer has to pay the total current bill plus one-sixth of their past due balance. It is the customer's responsibility to pay this amount each month, to ensure the continuation of service. If payment is not made by the specified time, service will be disconnected without further notice. Payment agreements will not exceed six months without the approval of the Town Manager.

## **L. THE TOWN'S RESPONSE TO RETURNED CHECKS/INSUFFICIENT FUNDS FOR AUTO DRAFT**

1. The Town will only accept cash, certified check or money order from any customer having two insufficient funds (bad) checks within any three-month period.
  - a. Upon receipt of the first returned check, the customer will be informed of and given a copy of the written policy.
  - b. Upon receipt of the second returned check, the customer will be advised that all bills must be paid in cash, certified check, or money order and will be given another copy of the written policy.
  - c. No check payments will be accepted for future transactions.
2. Upon receipt of a return check the customer will receive prompt notification by phone or letter, using the contact information provided by the customer.
3. As allowed by the State of North Carolina, a charge is added to the customer's bill because of each returned check. This charge is \$25.00 per check.
4. The customer's account will be charged for returned checks and will be subject to regular collection policies for delinquent accounts.
  - a. If the returned check was payment for reconnection of service due to a past due bill, the service will be immediately disconnected without notification to the customer.
5. All returned checks and receipt of cash, certified check or money order for payment will be recorded on the Town's books.
6. Returned checks may result in the application of late fees, delinquency fees and service disconnection. Customers whose services are disconnected due to a returned check, maybe required to pay a service security deposit.

## **III. SERVICE OPTIONS**

### **A. OPTIONS IN SERVICE**

**Twenty-Four Hour Emergency Service:** Employees of the Town are on 24-hour call for emergency service. Please call (336) 859-4231 during business hours. To report a problem after hours, please call the Police Department at (336) 859-2164.

### **B. MEDICAL ALERT PROGRAM**

1. The customer has the responsibility of notifying the Town if there is someone in their household who is chronically or seriously ill.
2. The customer must provide a letter or certification from a doctor or hospital advising of the above condition. These letters will be reviewed and brought up-to-date each year by a designated employee in the Utility. Once a customer has complied with the notifications in this policy, the meter will be marked by Town staff.
3. The customer has the responsibility to carefully handle the account so that service will not be interrupted for failure to pay. With the medical alert designation, the Town will make every effort to make personal contact with the customer, using the contact information provided by the customer, before service is disconnected.

## IV. DISCONTINUING SERVICE

### A. CLOSING A UTILITY ACCOUNT

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

#### FORCED CLOSING OF A UTILITY ACCOUNT

- a. As soon as possible 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.
- b. All legal means of collection for an account in arrears will be taken whether the account is in "closed" status or not.

#### TERMINATION OF SERVICE

- a. **Requesting Discontinuance of Service:** Any customer requesting discontinuance of service will inform the Town's customer service staff of the location, date service is to be disconnected and the forwarding mailing address for the final bill.
- b. **Disconnection Scheduling:** Disconnection from the Town's utility system will be performed the same day if the request is received prior to 3:00pm with exception of extreme circumstances as determined by the utility. A request received after 3:00pm will be fulfilled the next working day.
- c. **Final Bill:** The customer's final bill will be deducted from the deposit and balance mailed to the customer in a timely manner. If there is a balance due, the customer will be mailed a statement in a timely manner to encourage collection and customer understanding.

#### CUSTOMER'S RIGHTS PRIOR TO DISCONTINUANCE OF SERVICE

- a. **Reasonable Opportunity:** The Town will discontinue utility service to customers for non-payment only after giving the customer a reasonable opportunity to question the accuracy of the bill. Reasonable opportunity is defined as the period of time from the issuance of the bill until the date of potential disconnection.
- b. **Disputed Bill:** If a customer disputes the accuracy of his bill, he has the right to a hearing at which he may be represented in person or by another person of his choosing who may present, orally or in writing, his complaint and contentions.
- c. **Exceptions:** Under special circumstances, the Town may choose not to interrupt service during extreme weather or when the meter serves an elderly or handicapped person registered under the medical alert program.
- d. **No Disconnection:** Disconnections for non-payment will not be made on Fridays, holidays or on weekends.
- e. **Hearings:** The Town will discontinue utility service for nonpayment of bill only after notice has been given and the customer has had the opportunity to be heard on disputed bills.
- f. Any customer desiring a hearing may contact the Town Manager in person at Town Hall, or phone (336) 859-4231. Hearings may be scheduled between

8:30am and 4:00pm, Monday through Friday. This person has the authority to settle the issue and reconnect any disconnected account while the matter is investigated.

- g. The customer may be represented in person and/or by counsel or other person of his choosing at this meeting. The complaint may be presented orally or in writing. The customer will be notified in a timely manner of the results of any investigation regarding a hearing and of any resulting determination regarding adjustment or cut-off.

#### **CUSTOMER'S RIGHTS REGARDING DISCONNECTION**

If a customer disputes the accuracy of a bill, that customer has a right to a hearing as previously detailed.

#### **INVOLUNTARY DISCONTINUANCE OF SERVICE**

The Town 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 as required in the Customer Deposits Section of this policy.
- c. Upon discovery of meter tampering including bypassing the meter or altering its function.
- d. Failure of the customer to permit Town employees access to their meters at all reasonable hours. Locked gates, loose dogs, parking cars over meters, etc. are violations of Town policy.
- e. Use of water for unlawful reasons.
- f. Discovery of a condition which is determined to be hazardous or unsafe.
- g. Federal laws regarding bankruptcy require that the Town not alter, refuse or disconnect service based solely on the basis of the beginning of bankruptcy proceedings or on the customer's failure to pay for bankruptcy service, when a petition for bankruptcy has been filed. However, a utility may terminate a bankrupt debtor's service if it is not provided assurance of payment (a deposit or other security) for future services within 20- days after the date of the order for relief. If the debtor gives adequate assurance of future payment for services, the utility may not terminate the debtor's utility service for pre-petition debts.

### **B. RE-CONNECTION**

When it becomes necessary for the Town to discontinue service for any of the reasons listed above, service will be restored after payment of the following:

- a. All past due bills due the Town including additional fees and charges required by this policy
- b. Any deposit as required by policy
- c. Any material and labor cost incurred by the Town

## **V. CONSTRUCTION AND METERING GUIDELINES**

### **A. MINIMUM PLUMBING REQUIREMENTS**

1. The customer must meet all Plumbing (N.C. Department of Environmental Quality), other codes and safety standards, prior to connection to the Town's utility system. An inspection certificate may be required before service is begun.
2. Temporary service on a premise may be available provided the service is for a fixed time period and approved by the Public Works Director.

### **B. METER LOCATION FOR NEW CONSTRUCTION**

Upon application for service, customers will be given a flag to place in the ground, at their desired location, which must be accessible to the Town's employees, and on the State/Town right of way.

### **C. METERING**

1. Meters which measure utility service are highly accurate instruments of measurement with expected life span that exceed 40-years. In very few circumstances are these meters measuring incorrectly. Town utility employees would prefer to assist each customer in determining extraordinary usage, but will test any meter upon request. A customer requesting a meter test should contact the Town Hall.
2. A water meter may be tested once in a 12-month period at the request of the customer. If the test shows the meter to be inaccurate (plus or minus 2%), adjustments may be made, and the customer will not be charged for the test.

### **D. METER READING**

The Town's meters will be read by Town employees, according to the Town's schedule. Reading dates will vary slightly from month-to-month due to weekends, holidays, weather conditions, and other factors. Monthly billing periods will be assumed to be 30-days, but may range from 25 to 35-days.

If meter reading corrections are necessary, the Town will promptly make them, and a credit due to a customer from a meter reading error will be posted to the customer's account.

### **E. LINE EXTENSIONS**

1. The Town strives to design, install, operate, and maintain the water distribution system in compliance with good engineering and operating practices which are economically feasible to the Town. Line extensions to a home are made safely and quickly.
2. If the Town'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 over and above the cost of the Town's initial preferred method.
3. In any case, the customer's preferred method will need to meet the qualifications of good engineering and operating practices.

## **F. SERVICE INTERRUPTIONS**

1. The Town will make all reasonable efforts to provide continuous and uninterrupted service, but cannot be liable for loss or damage (direct or consequential) caused by any failure to supply utilities or by an interruption, if it is due to any cause beyond the reasonable control of the Town.
2. If the customer notifies the Town of a condition, the Town's employees will promptly begin to restore the utility service.
3. The Town will make every attempt to notify customers prior to a planned interruption of service.
4. 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 show proof that the premises are safe.

## **G. PROPERTY OWNED BY THE TOWN**

All meters and other equipment furnished by the Town will be the property of the Town.

## **H. THE TOWN'S RESPONSE TO A CUSTOMER CUTTING ON/OFF UTILITY SERVICE**

It is unlawful for anyone other than a Town agent to cut on or off utility service (water or sewer).

## **I. THE TOWN'S RESPONSE TO METER 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 Town will call for the prosecution of cases of meter tampering, water theft and fraud to the fullest extent of the law.
2. The customer who benefited from the tampering, is responsible for all damages and water usage that occurred due to the tampering.
3. Any customer may contest these additional service charges by calling upon the Town Manager for a hearing.
4. In accordance with North Carolina General Statutes 14-151(a)(9), prohibits "Reconnect electricity, gas, or water connections or otherwise turn back on one or more of those utilities when they have been lawfully disconnected or turned off by the provider of the utility."

## **VI. SEWER POLICY**

### **A. CUSTOMER REQUIREMENTS FOR PROVISION OF SEWER**

The Town will clear blockages on the Town side of a clean out or the property line, when there is no clean out. However, blockages caused by repeated disposal of improper items may result in the customer being billed for the service.

## **VII. IMPLEMENTATION OF POLICY**

- A.** Conflicting Policies Repealed
- B.** All policies, ordinances or resolutions that conflict with the provisions of this policy are hereby repealed.
- C.** Effective Date

This policy shall become effective as of February 01, 2020, by action of the Town Board of Commissioners, Denton, North Carolina.

\_\_\_\_\_  
Larry Ward, Mayor

\_\_\_\_\_  
Angel Jenkins, Town Clerk